

Table showing changes to Chapter 1 of the Current SGX-DC Rules

CURRENT RULE

NEW RULE

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
1.01.	EXCLUSION OF LIABILITY	1.01.	EXCLUSION OF LIABILITY APPLICATION OF RULES
1.	<p>Except where the Clearing House (as defined below) otherwise expressly agrees with or expressly commits itself to any party (hereafter referred to in this Rule 1.01 as a “Third Party”), the benefit of any performance by the Clearing House of its obligations is restricted only to its members. The Clearing House shall have no liability to any Third Party affected or aggrieved by any alleged action or non-action of the Clearing House or any of the directors, officers or employees of the Clearing House except to the extent otherwise provided (but subject to the limitations) under the FTA (as defined below).</p>	<p>4- 1.01.1</p> <p>1.01.2</p>	<p>These Rules apply to all Members and operate as a binding contract between the Clearing House and each Member and between a Member and any other Member and for the exclusive benefit only of the parties to such contract(s) and for no other person.</p> <p>Except where the Clearing House (as defined below) otherwise expressly agrees with or expressly commits itself to any party (hereafter referred to in this Rule 1.01 as a “Third Party”), the benefit of any performance by the Clearing House of its obligations under:</p> <p>1.01.2.1 these Rules, or</p> <p>1.01.2.2 Directives, Practice Notes or Circulars issued by the Clearing House,</p> <p>is restricted to only Members. The Clearing House shall have no liability to any Third Party other party. In particular, the Clearing House shall have no liability to any party affected or aggrieved by any alleged action or non-action omission of the Clearing House or any of the directors, officers or employees of the Clearing House except to the extent otherwise provided (but subject to the limitations) under the FTA (as defined below).</p>
2.	Without prejudice to Rule 1.01:1 or the benefit of any exclusion of liability in any contract or	2- 1.01.3	Without prejudice to Rule 1.01: 2 or the benefit of any exclusion of liability in any contract or

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	<p>undertaking in favour of the Clearing House, the Clearing House shall have no liability whatsoever to any Member (as defined below) or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, as a result of any suspension, restriction or closure of any market whose contracts are cleared by or novated to the Clearing House (each a "Relevant Market" as further defined below), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency; any failure by the Clearing House or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons; the failure of any systems, communications facilities or technology supplied, operated or used by the Clearing House and/or any Relevant Market; the inaccuracy of any information supplied to and relied on by the Clearing House (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market; any event which is outside the reasonable control of the Clearing House.</p>		<p>undertaking in favour of the Clearing House, the Clearing House accepts no duty to and therefore shall have no liability whatsoever to any Member (as defined below) or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, as a result of:</p> <p>1.01.3.1 any suspension, restriction or closure of any market whose contracts are cleared by or novated to the Clearing House (each a "Relevant Market" as further defined below), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency;</p> <p>1.01.3.2 any failure by the Clearing House or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons;</p> <p>1.01.3.3 the failure of any systems, communications facilities or technology supplied, operated or used by the Clearing House and/or;</p> <p>1.01.3.4 the failure of any</p>

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			<p>systems, communications facilities or technology supplied, operated or used by any Relevant Market;</p> <p>1.01.3.5 the inaccuracy of any information supplied to and relied on by the Clearing House (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market; and</p> <p>1.01.3.6 any event which is outside the reasonable control of the Clearing House.</p>
		1.01.4	<p><u>Without prejudice to Rule 1.01.2, and in addition to Rule 1.01.3, each Member should and must note that in connection with any index used or to be used by the Clearing House for clearing and settlement or in connection or by reference therewith, none of the Clearing House, its directors or officers or any relevant party that the Clearing House may contract with for the supply of the index or information in relation thereto (each of the foregoing, a “Relevant Party”) assume any obligation or liability in connection with the clearing or settlement of any contract based on such index. Accordingly, none of the foregoing parties shall be in any way responsible for any losses, expenses or damages (in all cases direct or indirect) arising in connection with or referable to the clearing or settlement of any contract linked or referable to the said index, provided that nothing</u></p>

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			<p><u>herein shall affect either obligations of the Clearing House or its Members as parties clearing or settling in any contract so linked or referable. None of the Relevant Parties guarantee or warrant or undertake in any manner the accuracy or completeness of any such index or any information or data included in or referable to it.</u></p> <p><u>NONE OF THE RELEVANT PARTIES MAKES ANY WARRANTY OR GIVES ANY GUARANTEE OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO IT IN CONNECTION WITH ANY CLEARING OR SETTLEMENT OF ANY CONTRACTS OR FOR ANY OTHER USE. NONE OF THE RELEVANT PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO ANY SUCH INDEX.</u></p>
3.	All Members (as defined below) are to note the foregoing and ensure that they are taking on membership in and/or will carry on as Members of the Clearing House, transact and will transact by reference to the Clearing House or any Contract (as defined below) or information or action referable to the Clearing House or any of its directors or officers, only on the foregoing basis and will also ensure that they will not open or allow the continued operation of any	3 <u>1.01.5</u>	All Members (as defined below) are to note the foregoing and ensure that they are taking on membership in and/or will carry on as Members of the Clearing House, transact and will transact by reference to the Clearing House or any Contract (as defined below) or information or action referable to the Clearing House or any of its directors or officers, only on the foregoing basis and will also ensure that they will not open or allow the continued operation of any account for any

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	account for any person with respect to any Contract unless such person has been notified of the foregoing provisions and has satisfied him/herself or itself that the same is acceptable and is accepted.		person with respect to any Contract unless such person has been notified of the foregoing provisions and has satisfied him/herself or itself that the same is acceptable and is accepted.
		<u>1.01.6</u>	<u>The Clearing House may waive the application of a Rule (or part of a Rule) to suit the circumstances of a particular case, unless the Rule specifies that the Clearing House shall not waive it. The Clearing House may grant a waiver subject to such conditions as it considers appropriate. Such waiver is only granted if such conditions are satisfied. The Clearing House shall notify any Member of such waivers as soon as practicable.</u>
		<u>1.01.7</u>	<u>No waiver by the Clearing House of any event of default or breach of any obligation under these Rules shall constitute a waiver of any other event or breach, and no exercise or partial exercise by the Clearing House of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.</u>
		<u>1.02</u>	<u>REGARD TO BE HAD TO PURPOSE OR OBJECT OF RULES</u>
		<u>1.02.1</u>	<u>The Clearing House may from time to time issue, without limitation, Directives, Practice Notes and Circulars to provide guidance on the interpretation or application of these Rules.</u>
		<u>1.02.2</u>	<u>Directives, Practice Notes and Circulars may only be used in the manner and for such purposes as expressly contemplated under these Rules. “Directives” are binding notices directing Members to take corrective or other actions in light of investor</u>

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			protection concerns; “Practice Notes” are non-binding guidelines that seek to explain the application and interpretation of a Rule; “Circulars” are binding notices issued by the Clearing House regarding regulatory and non-regulatory matters pertaining to Members.
		1.02.3	In the interpretation of any provision of these Rules, a construction that would promote the purpose or object underlying these Rules (whether the purpose is expressly stated in these Rules or not) is to be preferred to a construction that would not promote that purpose or object.
		1.03	EXAMPLES
		1.03.1	<p>If these Rules include an example of the operation of a rule:</p> <p>1.03.1.1 the example is not taken to be exhaustive; and</p> <p>1.03.1.2 if the example is inconsistent with the Rule, the Rule prevails.</p>
		1.04	PRECEDENCE OF INSTRUMENTS
		1.04.1	Save as provided in Rule 1.04.2 below, the relationship between the Clearing House and a Member shall be governed by these Rules, and the prevailing Directives, Practice Notes or Circulars (which may contain prescribed procedures) and terms and conditions governing the operations, facilities and services provided by the Clearing House (together, the “Member Terms”).
		1.04.2	The Clearing House is only responsible for the performance of those duties which are

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			<p><u>expressly set out in the SFA, the Act, any applicable legislation and any regulations issued thereunder and the Member Terms. The Clearing House shall have no implied duties or obligations of any kind whatsoever.</u></p>
		<p>1.04.3</p>	<p><u>The order of precedence of the following instruments applicable to the Clearing House and Members shall be (in descending order of precedence):</u></p> <p>1.04.3.1 <u>the SFA, the Act, any applicable legislation and any regulations issued thereunder;</u></p> <p>1.04.3.2 <u>Rules;</u></p> <p>1.04.3.3 <u>terms and conditions governing the operations, facilities and services provided by the Clearing House;</u></p> <p>1.04.3.4 <u>Directives;</u></p> <p>1.04.3.5 <u>Practice Notes;</u></p> <p>1.04.3.6 <u>Circulars (regulatory).</u></p>
		<p>1.04.4</p>	<p><u>In the event of any conflict between the provisions of the aforesaid instruments, the provisions in an instrument with a higher level of precedence shall prevail over the provisions in an instrument with a lower level of precedence.</u></p>
		<p>1.05</p>	<p>AMENDMENT OF RULES</p>
		<p>1.05.1</p>	<p><u>The Clearing House is prohibited from making any amendments to the Rules unless it complies with such requirements as prescribed by the Authority or under the SFA. In addition to these requirements</u></p>

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			<u>Board approval is required to effect any Rule amendments. These safeguards are designed to promote regulatory transparency and accountability on the part of the Clearing House with respect to its rulemaking process and thereby promote investor confidence.</u>
		<u>1.05.2</u>	<u>Any amendment to the Rules shall not come into force unless the prescribed time periods for effecting rule amendments as contemplated under or pursuant to the SFA and any regulations issued thereunder are met.</u>
		<u>1.05.3</u>	<u>Notwithstanding anything to the contrary as set forth above the Clearing House may effect Rule amendments in such manner as directed by the Authority or pursuant to the SFA or other applicable laws.</u>
		<u>1.06</u>	<u>APPLICABLE LAW AND CONFLICT</u>
		<u>1.06.1</u>	<u>The Rules shall be governed by and construed in accordance with the laws of Singapore.</u>
		<u>1.06.2</u>	<u>In the event of any inconsistency between any provision of the Rules and the rules of any Relevant Market, the provision of the Rules shall prevail as between any Member and the Clearing House.</u>
1.03.	DEFINITIONS Unless the context otherwise requires, the following words and expressions shall be defined as follows :-	1.03. 9.01	DEFINITIONS
	“Act” – The Companies Act, Chapter 50, or any statutory modification, amendment or re-enactment thereof for the time	9.01.1	Unless the context otherwise requires, the following words and expressions shall be defined as follows:-
			“Act” – The Companies Act, Chapter 50, or any statutory modification, amendment or re-enactment thereof for the time

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	being in force or any and every other act which may replace the Companies Act and any reference to any provision of the Act is to that provision as so modified, amended or re-enacted or contained in any such subsequent successor act.		being in force or any and every other act which may replace the Companies Act and any reference to any provision of the Act is to that provision as so modified, amended or re-enacted or contained in any such subsequent successor act.
	“Adjusted Net Capital” ⁽¹⁾ – In relation to any entity, its adjusted net capital as calculated in accordance with Rule 2.11.		“Adjusted Net Capital”⁽¹⁾ – In relation to any entity, its adjusted net capital as calculated in accordance with Rule 2.11.
	“adjusted net head office funds” – shall bear the meaning ascribed thereto in paragraph 2 of the Second Schedule of the SFR (Financial and Margin Requirements).		“adjusted net head office funds” – shall bear the meaning ascribed thereto in paragraph 2 of the Second Schedule of the SFR (Financial and Margin Requirements).
	“aggregate resources” ⁽³⁾ – means (i) in the case of a Member incorporated in Singapore, its financial resources (including qualifying letters of credit referred to in Rule 2.07C) less its total risk requirement; and (ii) in the case of a Member incorporated outside Singapore, its adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.08C) less its total risk requirement.		“aggregate resources” ⁽³⁾ – means (i) a. in the case of a Member incorporated in Singapore, its financial resources (including qualifying letters of credit referred to in Rule 2.07C) less its total risk requirement; and (ii) b. in the case of a Member incorporated outside Singapore, its adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.08C) less its total risk requirement.
			“Asset(s)” – shall have the meaning ascribed to it at Rule 7.20.1.
	“Authorised Members” ⁽⁴⁾ – for		“Authorised Members” ⁽⁴⁾ – for

⁽¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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⁽³⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

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	the purposes of this definition means members of a Participating Market in conjunction with their respective clearing members (being in relation to the Clearing House, a Member) which is authorised to enter into trading arrangements pursuant to the Mutual Offset System with members of the other Participating Market.		the purposes of this definition means members of a Participating Market in conjunction with their respective clearing members (being in relation to the Clearing House, a Member) which is authorised to enter into trading arrangements pursuant to the Mutual Offset System with members of the other Participating Market.
	“Authority” – The Monetary Authority of Singapore, a body corporate established under the Monetary Authority of Singapore Act, Chapter 186.		“Authority” – The Monetary Authority of Singapore, a body corporate established under the Monetary Authority of Singapore Act, Chapter 186.
			<u>“Baltic Exchange” – the Baltic Exchange Limited or its successor.</u>
	“base capital”⁽⁵⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).		“base capital”⁽⁵⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).
	“Board” – The Board of Directors for the time being of the Clearing House or such number of them as have authority to act for the Board.		“Board” – The Board of Directors for the time being of the Clearing House or such number of them as have authority to act for the Board.
	“Business Day” – Except as otherwise specified in the terms of any relevant Contract with respect such Contract and the rights and obligations flowing therefrom, any day on which the Clearing House is open for business.		“Business Day” – Except as otherwise specified in the terms of any relevant Contract with respect to such Contract and the rights and obligations flowing therefrom, any day on which the Clearing House is open for business.
			<u>“buyer” – shall, where it is not the Member itself, refer to a party for whom the Member maintains an account and who is a buyer in</u>

⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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⁽⁵⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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			<u>an OTC transaction for the purpose of Rule 7.02A and otherwise shall refer to the Member itself. Where the buyer is the Member itself, references in Rule 7.02A to the Member “acting for a buyer” shall be correspondingly read as if the words “acting for a buyer” were superfluous.</u>
	“CDP” ⁽⁶⁾ – means The Central Depository (Pte) Limited.		“CDP” ⁽⁶⁾ – means The Central Depository (Pte) Limited.
	“Chairman” – The Chairman of the Board or any person acting in place of and with his authority.		“Chairman” – The Chairman of the Board or any person acting in place of and with his authority.
			<u>“Circular” – shall have the meaning ascribed to it in Rule 1.02.2.</u>
	“clearing” – The process administered by the Clearing House by which all trades executed on or subject to the rules of the Exchange or any Relevant Market are confirmed and settled daily until each is liquidated by offset or until delivery takes place, in accordance with the Rules.		“clearing” – The process administered by the Clearing House by which all trades executed on or subject to the rules of the Exchange or any Relevant Market <u>or executed pursuant to any OTC transaction</u> are confirmed and settled daily until each is liquidated by offset or until delivery takes place, in accordance with <u>or settled by such other means as provided in</u> the Rules.
			<u>“Clearing Fund” – shall have the meaning ascribed to it in Rule 7.03.2.2.</u>
	“Clearing House” – The Singapore Exchange Derivatives Clearing Limited by whatever name called or its successor and assigns and where the context so requires such authorised personnel acting in its name, including the Clearing House		“Clearing House” – The Singapore Exchange Derivatives Clearing Limited by whatever name called or its successor and assigns and where the context so requires such authorised personnel acting in its name, <u>including the Clearing House Committee (as constituted</u>

⁽⁶⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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	Committee (as constituted under Chapter 3) or its delegate.		under Chapter 3) or its delegate.
			<u>“Clearing House Examiner” - shall have the meaning ascribed to it in Rule 4.01A.5.</u>
	“Commodity” – includes any "commodity" as defined in the FTA and as may be specified by the Clearing House from time to time.		“Commodity” – includes:- a. any “commodity” as defined in the FTA and as may be specified by the Clearing House SFA from time to time; b. <u>any financial instrument;</u> c. <u>gold, freight, any class of oil or any other physical commodity; and</u> d. <u>any commodity as may be specified by the Clearing House from time to time.</u>
	“Contract” – The rights and obligations incurred through a trade on the Exchange or any Relevant Market which may be satisfied by offset or by delivery or such other means as provided in the rules of the Exchange or the Relevant Market (as the case may be) and "contract" shall mean the rights and obligations incurred through any trade or transaction through a market whether or not the same is a Relevant Market and whether it relates to a Commodity or a futures contract as defined in the FTA.		“Contract” – The rights and obligations incurred through: a. a trade on the Exchange or any Relevant Market which may be satisfied by offset or by delivery or such other means as provided in the rules of the Exchange or the Relevant Market (as the case may be); or b. <u>unless otherwise excluded by the context, shall include the rights and obligations incurred through a trade pursuant to a OTC transaction which may be satisfied by offset or by delivery or such other means as provided in these Rules; and</u> "contract" shall mean the rights and obligations incurred through any trade or transaction whether

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			or not through a market, and if through a market , whether or not the same is a Relevant Market and whether or not it relates to a Commodity or a futures contract as defined in the FTA SFA .
	“Contract Month” or “Delivery Month” – The month during which a Contract may be satisfied by making or accepting delivery.		“Contract Month” or “Delivery Month” – The month during which a Contract may be satisfied by making or accepting delivery.
	“Corporation” – A corporation within the meaning of the Act.		“Corporation” – A corporation within the meaning of the Act.
	<p>“Customer” – A person whose account is carried on the books of a Member except where such person is:-</p> <p>(i) the Member itself with respect to the proprietary account of the Member;</p> <p>(ii) a director, officer, employee or futures broker’s representatives (as defined in the FTA) of the Member; and</p> <p>(iii) a related corporation of the Member with respect to instructions accepted to deal for an account belonging to and wholly for the benefit of that related corporation.</p>		<p>“Customer” – A person whose account is carried on the books of a Member except where such person is:-</p> <p>(i) a. the Member itself with respect to the proprietary account of the Member;</p> <p>(ii) b. a director, officer, employee or futures broker’s representatives (as defined in the FTA) or representative of the Member; and</p> <p>(iii) c. related corporation of the Member with respect to accepted instructions accepted to deal for an account belonging to, and maintained wholly for the benefit of, that related corporation.</p>
	A “Customer Account” is an account carried on the books of a Member for a Customer.		A “Customer Account” is an account carried on the books of a Member for a Customer.
			A “Customer Contract” is a Contract of a Customer.
	“Designated Futures Contract” – A futures contract including a futures option contract, which is		“Designated Futures Contract” – A futures contract including a futures option contract, which is

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	traded on Participating Markets and which has been designated pursuant to the terms of the agreement between the Clearing House and the Participating Markets in respect of the Mutual Offset System as a futures contract or option contract eligible for trading under the Mutual Offset System.		traded on Participating Markets and which has been designated pursuant to the terms of the agreement between the Clearing House and the Participating Markets in respect of the Mutual Offset System as a futures contract or option contract eligible for trading under the Mutual Offset System.
			<u>“Direct Clearing Member” – a Member who has such rights and obligations as set out in Rule 2.12A.</u>
	“Directives” – The circulars, practice guidelines, directives, directions, terms and conditions and any other written requirement which may be prescribed by the Clearing House from time to time.		<u>“Directives Directive”</u> – The circulars, practice guidelines, directives, directions, terms and conditions and any other written requirement which may be prescribed by the Clearing House from time to time. <u>shall have the meaning ascribed to it in Rule 1.02.2.</u>
	“Director” – Any person acting as a Director of the Clearing House and any person duly appointed and acting for the time being as an alternate.		“Director” – Any person acting as a Director of the Clearing House and any person duly appointed and acting for the time being as an alternate.
			<u>“disputes” – shall have the meaning ascribed to it in Rule 5.01.1.</u>
	“DT Rules” – The DT Rules of the Exchange, regulations and commodity contract specifications adopted pursuant to Article 13.02 of the Articles of Association of the Exchange as the same are from time to time in force.		“DT Rules” – The DT Rules of the Exchange, regulations and commodity contract specifications adopted pursuant to Article 13.02 of the Articles of Association of the Exchange as the same are from time to time in force.
			<u>“Eligible OTC Contract” – Any OTC Contract accepted by the Clearing House for clearing (subject to these Rules), as prescribed by the Clearing House from time to time.</u>

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			“Eligible OTC transaction” – shall have the meaning ascribed to it in Rule 7.02A.1.1.
	“Exchange” – The Singapore Exchange Derivatives Trading Limited by whatever name from time to time called and shall include its successors and assigns.		“Exchange” – The Singapore Exchange Derivatives Trading Limited by whatever name from time to time called and shall include its successors and assigns.
			“Final Settlement Price” – The price at which a cash-settled Contract is settled at maturity, pursuant to any procedure prescribed by the Exchange, Relevant Market, or the Clearing House, as the case may be.
	“financial resources”⁽⁷⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Second Schedule of the SFR (Financial and Margin Requirements).		“financial resources”⁽⁷⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Second Schedule of the SFR (Financial and Margin Requirements).
			“Flat Rate” – as published by Worldscale Association (London) Limited and Worldscale Association (NY) Inc.
	“FTA” or the “Futures Trading Act” – The Futures Trading Act, Chapter 116, or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act which may replace the FTA, and any reference to any provision of the FTA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act which may replace the FTA).		“FTA” or the “Futures Trading Act” – The Futures Trading Act, Chapter 116, or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act which may replace the FTA, and any reference to any provision of the FTA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act which may replace the FTA).
	“FTR” or the “Futures Trading Regulations” – The Futures		“FTR” or the “Futures Trading Regulations” – The Futures

⁽⁷⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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	Trading Regulations, made pursuant to Section 70 of the FTA, or any modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the FTR, and any reference to any provision of the FTR is to that provision as so modified, amended or re-enacted (or as contained in any subsequent regulations which may replace the FTR).		Trading Regulations, made pursuant to Section 70 of the FTA, or any modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the FTR, and any reference to any provision of the FTR is to that provision as so modified, amended or re-enacted (or as contained in any subsequent regulations which may replace the FTR).
			<u>“General Clearing Member” – A Member who has such rights and obligations as set out in Rule 2.12.</u>
	“Holiday” – Any day as may be declared to be a holiday by the Clearing House from time to time.		“Holiday” – Any day as may be declared to be a holiday by the Clearing House from time to time.
	“House Account” – A “House” account is an account which is not a Customer Account.		“House Account” – A “House” account is an account which is not a Customer Account.
			<u>A “House Contract” is a Contract for:</u> <u>a. the Member itself with respect to the proprietary account of the Member; or</u> <u>b. a director, officer, employee or representative of the Member; or</u> <u>c. a related corporation of the Member with respect to accepted instructions to deal for an account belonging to, and maintained wholly for the benefit of, that related corporation.</u>
			<u>“Inter Dealer Broker” – means a party who is:</u>

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			<p>a. <u>not a Member but has signed an agreement with the Clearing House for the access to and use of the Trade Registration System; and</u></p> <p>b. <u>designated by the Clearing House as eligible to submit OTC transactions to the Clearing House on behalf of a Member pursuant to these Rules.</u></p>
	<p>“initial margin” – The minimum amount required to be deposited by Customers and Third Parties maintaining account(s) with a Member for each Contract to be cleared or which is otherwise required by the Clearing House in respect of each Contract.</p>		<p>“initial margin” – The minimum amount required to be deposited by Customers and Third Parties maintaining account(s) with a Member for each Contract to be cleared or which is otherwise required by the Clearing House in respect of each Contract.</p>
	<p>“Leverage Foreign Exchange Trading” - shall bear the meaning ascribed thereto under the FTA.</p>		<p>“Leveraged Foreign Exchange Trading” – shall bear the meaning ascribed thereto under the FTA SFA.</p>
	<p>“maintenance margin” – The minimum balance which must be maintained for each Contract in an account of a Customer or a Third Party subsequent to the deposit of the Initial Margin or which otherwise is required by the Clearing House to be maintained in respect of each Contract.</p>		<p>“maintenance margin” – The minimum balance which must be maintained for each Contract in an account of a Customer or a Third Party subsequent to the deposit of the Initial Margin or which otherwise is required by the Clearing House to be maintained in respect of each Contract.</p>
	<p>“Market” – shall bear the meaning ascribed to “futures market” under the FTA while "market" shall include but not be limited to "Market".</p>		<p>“Market” – shall bear the meaning ascribed to “futures market” under the FTA-SFA while "market" shall include but not be limited to "Market".</p>
	<p>“Member” – A corporation granted or admitted to be a member of the Clearing House pursuant to the Rules.</p>		<p>“Member” – A corporation granted or admitted to be a member of the Clearing House pursuant to the Rules <u>and shall include a General Clearing Member and a Direct Clearing</u></p>

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
			Member.
	“Membership” – Membership of the Clearing House pursuant to the Rules.		“Membership” – Membership of the Clearing House pursuant to the Rules.
	“Mutual Offset System” – The system established pursuant to an agreement or agreements between Participating Markets and/or their respective clearing houses, whereby Authorised Members (as defined below) may establish or liquidate a position in respect of Designated Futures Contracts on either Participating Market through the execution of trades on the appropriate Participating Market in accordance with the terms thereof.		“Mutual Offset System” – The system established pursuant to an agreement or agreements between Participating Markets and/or their respective clearing houses, whereby Authorised Members (as defined below) may establish or liquidate a position in respect of Designated Futures Contracts on either Participating Market through the execution of trades on the appropriate Participating Market in accordance with the terms thereof.
	“net head office funds” – With respect to a corporation incorporated or established outside Singapore, the net liability of the Singapore branch to its head office and any other branches outside of Singapore.		“net head office funds” – With respect to a corporation incorporated or established outside Singapore, the net liability of the Singapore branch to its head office and any other branches outside of Singapore.
	“Omnibus Account” – An account that as between the Member carrying it and the person who requested its opening and maintenance by the Member (the “Omnibus Account Holder”) is to be regarded as an account carried for customers of the Omnibus Account Holder in the name of the Omnibus Account Holder. In this connection, the expression “customer of the Omnibus Account Holder” shall mean the person whom the Account Holder regards as being the person beneficially entitled to positions established under such account. A “Sub-Account” is an account maintained in or under an Omnibus Account.		“Omnibus Account” – An account that as between the Member carrying it and the person who requested its opening and maintenance by the Member (the “Omnibus Account Holder”) is to be regarded as an account carried for customers of the Omnibus Account Holder in the name of the Omnibus Account Holder. In this connection, the expression “customer of the Omnibus Account Holder” shall mean the person whom the Account Holder regards as being the person beneficially entitled to positions established under such account. A “Sub-Account” is an account maintained in or under an Omnibus Account.

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
			<u>“OTC Contract or transaction” – means a contract or transaction that is not listed for trading on the Exchange or any Relevant Market.</u>
	“Participating Market” – A Market and (where relevant) its clearing house which is/are parties to the Mutual Offset System and has assumed rights and obligations thereunder.		“Participating Market” – A Market and (where relevant) its clearing house which is/are parties to the Mutual Offset System and has assumed rights and obligations thereunder.
	“person” – Any individual or any corporation or association or body of persons, corporate or unincorporate.		“person” – Any individual or any corporation or association or body of persons, corporate or unincorporate.
			<u>“Platts” – a division of The McGraw-Hill Companies, Inc. or its successor.</u>
	a “position” or “open contract” or “open position” – Any Contract which shall not have been liquidated by offset or delivery pursuant to the Rules.		a “position” or “open contract” or “open position” – Any Contract which shall not have been liquidated by offset or delivery pursuant to the Rules.
			<u>“Practice Note” – shall have the meaning ascribed to it in Rule 1.02.2.</u>
	“President” – The chief executive officer of the Clearing House or one duly authorised to act in place of and with the authority of the President.		“President” – The chief executive officer of the Clearing House or one duly authorised to act in place of and with the authority of the President.
			<u>“Property/Properties” – shall have the meaning ascribed to it at Rule 7.20.1.</u>
	“Qualifying Date” – The close of business on the date immediately preceding the Transfer Date (as defined below).		“Qualifying Date” – The close of business on the date immediately preceding the Transfer Date (as defined below).
	“qualifying subordinated loan”⁽⁸⁾ – means a loan made under a		“qualifying subordinated loan”⁽⁸⁾ – means a loan made under a

⁽⁸⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁸⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
	subordinated loan agreement in a form specified by the Clearing House or in such other forms which may be approved by the Clearing House.		subordinated loan agreement in a form specified by the Clearing House or in such other forms which may be approved by the Clearing House.
	“related corporation” – A corporation within the meaning of the Act.		“related corporation” – A corporation within the meaning of the Act.
	“Relevant Market” – Any Market or any organisation (whether an exchange, association, corporation or otherwise) responsible for administering a futures, options, stock or other market whose contracts are cleared by, or novated (pursuant to a Mutual Offset System) to, the Clearing House including without limitation the Exchange and each Participating Market.		“Relevant Market” – Any Market or any organisation (whether an exchange, association, corporation or otherwise) responsible for administering a futures, options, stock or other market whose contracts are cleared by, or novated (pursuant to a Mutual Offset System) to, the Clearing House including without limitation the Exchange and each Participating Market.
			“Relevant Party” – shall have the meaning ascribed to it in Rule 1.01.4.
			“Relevant Periods” – shall have the meaning ascribed to it in Rule 7.03.2.2.c.ii.
			“relevant person” – shall have the meaning ascribed to it in Rule 2.17.1.2.
	“Rules” – The rules of the Clearing House as set out herein and as amended or supplemented from time to time by the Clearing House which includes the Directives.		“Rules” – The rules of the Clearing House as set out herein and as amended or supplemented from time to time by the Clearing House which includes the Directives.
	“Security Deposit” – An amount required to be deposited with the Clearing House by each Member as security for its obligations to the Clearing House in accordance with Rule 7.15.		“Security Deposit” – An amount required to be deposited with the Clearing House by each Member as security for its obligations to the Clearing House in accordance with Rule 7.15.

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
			“seller” – shall, where it is not the Member itself, refer to a party for whom the Member maintains an account and who is a seller in an OTC transaction for the purpose of Rule 7.02A and otherwise shall refer to the Member itself. Where the seller is the Member itself, references in Rule 7.02A to the Member “acting for a seller” shall be correspondingly read as if the words “acting for a seller” were superfluous.
	“settlement price” – The official daily closing price of Contracts determined in accordance with Rule 7.11.		“settlement price” – The official daily closing price of Contracts determined in accordance with Rule 7.11.
	“Settlement Variation” – The dollar amount(s) due 1 or more times in the course of each Business Day to or from the Clearing House to or from a Member calculated by the Clearing House with respect the relevant positions of a Member as determined by the Clearing House.		“Settlement Variation” – The dollar amount(s) due 1 or more times in the course of each Business Day to or from the Clearing House to or from a Member calculated by the Clearing House with respect the relevant positions of a Member as determined by the Clearing House.
	“SFA” or the “Securities and Futures Act”⁽⁹⁾ – Securities and Futures Act 2001 (Act 42 of 2001) or any subsidiary legislation promulgated under it or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act or subsidiary legislation which may replace the SFA, and any reference to any provision of the SFA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act or legislation which may replace the SFA).		“SFA” or the “Securities and Futures Act”⁽⁹⁾ – Securities and Futures Act 2001 2005 (Act 42 of 2001) or any subsidiary legislation promulgated under it or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act or subsidiary legislation which may replace the SFA, and any reference to any provision of the SFA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act or legislation which may replace the SFA).
			“SFR” – Any regulation

⁽⁹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
			<u>promulgated under the SFA or any statutory modification, amendment or re-enactment of such regulation for the time being in force, and any reference to any provision of the SFR is to that provision as so modified, amended or re-enacted (or as contained in any subsequent regulation which may replace the SFR).</u>
	“SFR (Financial and Margin Requirements)”⁽⁴⁰⁾ – Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations 2002 or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Financial and Margin Requirements), and any reference to any provision of the SFR (Financial and Margin Requirements) is to that provision as so modified, amended or re-enacted or as contained in any subsequent regulations which may replace the SFR (Financial and Margin Requirements).		“SFR (Financial and Margin Requirements)”⁽⁴⁰⁾ – Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations 2002 or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Financial and Margin Requirements), and any reference to any provision of the SFR (Financial and Margin Requirements) is to that provision as so modified, amended or re-enacted or as contained in any subsequent regulations which may replace the SFR (Financial and Margin Requirements).
			<u>“SFR (Licensing and Conduct of Business)” - Securities and Futures (Licensing and Conduct of Business) Regulations or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Licensing and Conduct of Business), and any reference to any provision of the SFR (Licensing and Conduct of Business) is to that provision as so modified, amended or re-</u>

⁽¹⁰⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴⁰⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
			enacted or as contained in any subsequent regulations which may replace the SFR (Licensing and Conduct of Business).
			“SGX Board” – The board of directors for the time being of Singapore Exchange Limited or such number of them as have authority to act for the SGX Board.
			“SIAC” – shall have the meaning ascribed to it in Rule 5.01.1.
	“S\$” – The Singapore Dollar or the lawful currency of Singapore.		“S\$” – The Singapore Dollar or the lawful currency of Singapore.
	“Third Party” – Any third party not privy to the contractual relationship between the Clearing House and the Member including without limitation the Customer and parties falling within exception (ii) and (iii) of the definition of "Customer" above defined and “Third Parties” shall refer to 2 or more of such third parties.		“Third Party” – Any third party maintaining an account with a Member and who is not privy to the contractual relationship substitution process between the Clearing House and the a a Member, pursuant to Rule 7.04 , including without limitation the Customer and parties falling within exception (ii) (b) and (iii) (c) of the definition of "Customer" above defined and “Third Parties” shall refer to 2 or more of such third parties.
	“time” – Except as otherwise specifically provided, any reference to time shall mean local Singapore time.		“time” – Except as otherwise specifically provided, any reference to time shall mean local Singapore time.
	“total risk requirement”⁽¹¹⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Third Schedule of the SFR (Financial and Margin Requirements).		“total risk requirement”⁽¹¹⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Third Schedule of the SFR (Financial and Margin Requirements).
	“Trade” – Any contract concluded by a Member with respect a market including the purchase or sale of a Contract on		“Trade” – Any contract concluded by a Member with respect a market including the purchase or sale of a Contract on a Relevant

⁽¹¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽¹¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
	a Relevant Market during trading hours pursuant to the rules of the Relevant Market.		Market during trading hours pursuant to the rules of the Relevant Market.
			“Trade Registration System” – means the software and system provided by the Clearing House to Members, Inter Dealer Brokers or such other party authorized by the Member and approved by the Clearing House, for the purpose of registering and confirming Eligible OTC transactions with the Clearing House.
	“Transfer Date” – 1 October 2000.		“Transfer Date” – 1 October 2000.
	“US\$” – The United States Dollar or the lawful currency of the United States of America.		“US\$” – The United States Dollar or the lawful currency of the United States of America.
	“writing” or “written” – Includes printing, lithography, typewriting and any other mode of representing or reproducing words in a visible form.		“writing” or “written” – Includes printing, lithography, typewriting and any other mode of representing or reproducing words in a visible form.
	Words denoting the singular number only shall include the plural and vice versa.	9.02	GENERAL PRINCIPLES OF INTERPRETATION
	Words denoting the masculine gender only shall include the feminine gender.	9.02.1	Words denoting Any word importing the singular number only shall, where the context permits, include the plural number and vice versa.
	Words denoting persons shall include corporations.	9.02.2	Words denoting Any word importing the masculine gender only shall include the feminine gender and shall, where the context permits or requires, include a partnership or an incorporated company.
	Save as aforesaid, any word or expression used in the Act and the Interpretation Act, Chapter 1,	9.02.3	Words denoting persons shall include corporations. Save as aforesaid, any word or expression used in the Act and the Interpretation Act, Chapter 1,

Chapter/ Rule Number	Current Rule	Chapter/ Rule Number	New Rule
	<p>shall, if not inconsistent with the subject or context, bear the same meaning in the Rules.</p> <p>The headnotes are inserted for convenience only and shall not affect the construction of the Rules.</p>	<p><u>9.02.4</u></p> <p><u>9.02.5</u></p> <p><u>9.02.6</u></p>	<p>shall, if not inconsistent with the subject or context, bear the same meaning in the Rules.</p> <p><u>Any reference to a particular rule in these Rules shall include the sub-sections of that rule.</u></p> <p><u>References in these Rules to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provisions which have been so re-enacted (whether with or without modification).</u></p> <p>The headnotes are inserted <u>headings in these Rules are</u> for convenience only and shall do not affect the construction of these Rules.</p>

Table showing changes to Chapter 2 of the Current SGX-DC Rules

<u>CURRENT RULE</u>		<u>NEW RULE</u>	
Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
2.01	GENERAL	2.01	GENERAL
	1. No Member shall have any right to receive notices of any General Meetings required to be given under the Articles of Association of the Clearing House, to attend thereat or to vote thereat or to participate in the assets or profits of the Clearing House.	2.01.1	1. No Member shall have any right to receive notices of any General Meetings required to be given under the Articles of Association of the Clearing House, to attend thereat or to vote thereat or to participate in the assets or profits of the Clearing House.
	2. Without prejudice to the rights and powers of the Clearing House or any other body or person under these Rules, the Clearing House shall have power to expel, suspend, fine and otherwise discipline every Member for a contravention of or failure to comply with any of the Rules, the conditions of its Membership or continuing Membership. The Clearing House may from time to time prescribe in the Rules or through Directives appropriate provisions relating to the matters described above.		2. Without prejudice to the rights and powers of the Clearing House or any other body or person under these Rules, the Clearing House shall have power to expel, suspend, fine and otherwise discipline every Member for a contravention of or failure to comply with any of the Rules, the conditions of its Membership or continuing Membership. The Clearing House may from time to time prescribe in the Rules or through Directives appropriate provisions relating to the matters described above.
	3. All memberships to the Clearing House are granted pursuant, and subject, to the Rules and the Directives, in each case, subject to such other terms and conditions as may be imposed at the Clearing House's discretion.	2.01.3	3. <u>Membership to the Clearing House shall comprise such classes of membership as may from time to time be provided in these Rules.</u> All memberships to the Clearing House are granted pursuant, and subject, to the Rules and the Directives, in each case, subject to such other terms and conditions as may be

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			imposed at the Clearing House's discretion.
	4. The Membership of each Member is conditional upon such Member being subject to and bound by the Rules and the Directives and such other terms and conditions as may be specified in the membership certificate issued to such Member or such other terms as may be prescribed by the Clearing House.	2.01.4	4. —The Membership of each Member is conditional upon such Member being subject to and bound by the Rules and the Directives and such other terms and conditions as may be specified in the membership certificate issued to such Member or such other terms as may be prescribed by the Clearing House.
	5. Any member of the Exchange, whose name validly remains on the Register of Members of the Exchange as a “Clearing Member” under the DT Rules at the close of business on the Qualifying Date shall, subject to the Rules, be deemed to be a Member on and from the Transfer Date.	2.01.5	5. —Any member of the Exchange, whose name validly remains on the Register of Members of the Exchange as a “Clearing Member” under the DT Rules at the close of business on the Qualifying Date shall, subject to the Rules, be deemed to be a Member on and from the Transfer Date.
	6. All relevant membership certificates issued to such Clearing Members of the Exchange and in effect on the Qualifying Date shall be deemed to continue in full force and effect on and after the Transfer Date as if issued by the Clearing House subject to the Rules.	2.01.6	6. —All relevant membership certificates issued to such Clearing Members of the Exchange and in effect on the Qualifying Date shall be deemed to continue in full force and effect on and after the Transfer Date as if issued by the Clearing House subject to the Rules.
	7. In consideration of such recognition and continued registration, such Members shall be deemed thereby to have agreed that they shall observe, comply with and be bound by the Rules and the Directives and such other terms and conditions as may be specified by the	2.01.7	7. —In consideration of such recognition and continued registration, such Members shall be deemed thereby to have agreed that they shall observe, comply with and be bound by the Rules and the Directives and such other terms and conditions as may be specified by the

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	Clearing House. Such Members shall have the same rights and obligations applicable to them on the Qualifying Date, subject only to such amendments provided under the Rules.		Clearing House. Such Members shall have the same rights and obligations applicable to them on the Qualifying Date, subject only to such amendments provided under the Rules.
2.02.	ELIGIBILITY FOR MEMBERSHIP⁽¹⁾	2.02	ELIGIBILITY FOR <u>GENERAL CLEARING</u> MEMBERSHIP⁽²⁾
	Unless otherwise prescribed by the Clearing House, to be eligible for Membership an applicant must satisfy the Clearing House that:-	2.02.1	Unless otherwise prescribed by the Clearing House, to be eligible for Membership <u>as a General Clearing Member</u> , an applicant must satisfy the Clearing House that:-
	<p>a. it is a corporation with the requisite financial and business standing and repute and is or will upon admission be carrying on the Business whether in Singapore or elsewhere;</p> <p>(i) it has a base capital of not less than S\$5,000,000; or</p> <p>(ii) in the case of an applicant admitted as a member of Clearing House and CDP, it has a base capital of not less than S\$8,000,000;</p> <p>or such other amount as may be prescribed by the Clearing House hereafter and from time to time;</p>	2.02.1.1	<p>a. it is a corporation with the requisite financial and business standing and repute and is or will upon admission be carrying on the Bbusiness whether in Singapore or elsewhere;</p> <p>(i) <u>a.</u> it has a base capital of not less than S\$5,000,000; or</p> <p>(ii) <u>b.</u> in the case of an applicant admitted as a member of Clearing House and CDP, it has a base capital of not less than S\$8,000,000;</p> <p>or such other amount as may be prescribed by the Clearing House hereafter and from time to time;</p> <p><u>it has a group net worth of at least US\$100,000,000.</u></p>
	b. it has, and upon admission will maintain, minimum	2.02.1.2	
		2.02.1.3	b. it has, and upon admission will maintain, minimum

⁽¹⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

⁽²⁾ ~~Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	capital and financial requirements pursuant to Rule 2.07 or Rule 2.08;		capital and financial requirements pursuant to Rule 2.07 or Rule 2.08;
	c. it has, and upon admission will maintain, a special reserve fund pursuant to Rule 2.09 or Rule 2.10, as the case may be;	2.02.1.4	c. it has, and upon admission will maintain, a special reserve fund pursuant to Rule 2.09 or Rule 2.10, as the case may be;
	d. its managerial or executive staff have a high standard of integrity and a level of knowledge (as may be deemed acceptable by the Clearing House) on the nature, risks and obligations in respect of the market or contracts that it wishes to clear;	2.02.1.5	d. its managerial or executive staff have a high standard of integrity and a level of knowledge (as may be deemed acceptable by the Clearing House) on the nature, risks and obligations in respect of the market or contracts that it wishes to clear;
	e. it must have in place sufficient resources and establish and maintain adequate systems for preserving a sound liquidity and financial position at all times including the maintaining of adequate staff and facilities for monitoring its cashflow and funding requirements and maintaining sufficient liquidity for its day to day operations;	2.02.1.6	e. it must have in place sufficient resources and establish and maintain adequate systems for preserving a sound liquidity and financial position at all times including the maintaining of adequate staff and facilities for monitoring its cashflow and funding requirements and maintaining sufficient liquidity for its day to day operations;
	f. it must maintain segregated and adequate back-office functions; and	2.02.1.7	f. it must maintain segregated and adequate back-office functions; and
	g. it satisfies any and all other requirements and criteria for such Membership, which the Clearing House may from time to time hereafter prescribe.	2.02.1.8	g. it satisfies any and all other requirements and criteria for such Membership, which the Clearing House may from time to time hereafter prescribe.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		2.02A	SUPPLEMENTARY ELIGIBILITY CRITERIA FOR DIRECT CLEARING MEMBERS
		2.02A.1	In addition to the criteria and requirements set out in Rule 2.02 (except for Rule 2.02.1.4), to be eligible for membership as a Direct Clearing Member, an applicant must satisfy the Clearing House that it or its holding company has an issuer rating of at least Aa from Moody's Investors Service or an equivalent rating from any other rating agency deemed acceptable by the Clearing House..
		2.02A.2	Upon admission as a Direct Clearing Member, if there is any downgrade in the issuer rating of the Direct Clearing Member or its holding company such that it falls below the minimum prescribed issuer rating, the Clearing House may, at its absolute discretion, impose additional conditions as it deems fit, for permitting the Direct Clearing Member to continue to clear Contracts through the Clearing House.
2.03.	HONORARY MEMBERSHIP	2.03	HONORARY MEMBERSHIP
	The Clearing House may invite any person of distinction to be an Honorary Member for such period and on such terms as it deems fit.	2.03.1	The Clearing House may invite any person of distinction to be an Honorary Member for such period and on such terms as it deems fit.
2.04.	APPLICATION	2.04	APPLICATION
	An application for membership shall be made to the Clearing House and shall be in such form or forms as the Clearing House may from time to time hereafter prescribe. An applicant for membership shall provide to the	2.04.1	An application for membership shall be made to the Clearing House and shall be in such form or forms as the Clearing House may from time to time hereafter prescribe. An applicant for membership shall provide to

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Clearing House such evidence as the Clearing House may require and shall pay such fees as the Clearing House may from time to time hereafter prescribe. The Clearing House may refuse an application for membership.</p>		<p>the Clearing House such evidence as the Clearing House may require and shall pay such fees as the Clearing House may from time to time hereafter prescribe. The Clearing House may refuse an application for membership.</p>
2.05.	ADMISSION.	2.05	ADMISSION
	<ol style="list-style-type: none"> 1. The Clearing House will endeavour to process, consider and decide upon an application to be a Member in a timely fashion, but owes no obligation to do so. 2. The Clearing House may require the applicant to provide such evidence as it may require and may require the applicant to be present at such time and place as the Clearing House requires. The Clearing House, if it deems necessary, may conduct such investigation and make enquiries upon the applicant and any information and particulars given by the applicant. 3. Upon approval of application being granted by the Clearing House, the Clearing House shall promptly notify the applicant in writing. 4. If the Clearing House refuses an application, it shall notify the applicant in writing of its decision and it shall not be required to give any reason to the applicant for its decision. 	<p>2.05.1</p> <p>2.05.2</p> <p>2.05.3</p> <p>2.05.4</p>	<ol style="list-style-type: none"> 1.—The Clearing House will endeavour to process, consider and decide upon an application to be a Member in a timely fashion, but owes no obligation to do so. 2.—The Clearing House may require the applicant to provide such evidence as it may require and may require the applicant to be present at such time and place as the Clearing House requires. The Clearing House, if it deems necessary, may conduct such investigation and make enquiries upon the applicant and any information and particulars given by the applicant. 3.—Upon approval of application being granted by the Clearing House, the Clearing House shall promptly notify the applicant in writing. 4.—If the Clearing House refuses an application, it shall notify the applicant in writing of its decision and it shall not be required to give any reason to the applicant for its decision.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
2.06.	COMPLIANCE ⁽²⁾	2.06	COMPLIANCE ⁽²⁾
	<p>1. Rules</p> <p>An applicant who has been admitted as a Member or deemed to have been admitted as a Member shall comply with the Rules and the Directives. Without prejudice to the generality of the foregoing the criteria and requirements for membership prescribed in the Rules and Directives and/or in the membership certificate, and/or prescribed by the Clearing House from time to time shall continue to apply even after an applicant has been admitted as a Member or deemed to have been admitted as a Member and shall continue to apply during his membership.</p> <p>A Member who fails to comply with such criteria and requirements shall be dealt with in such manner as the Clearing House deems appropriate, including but not limited to suspension of or expulsion from membership.</p>	<p>2.06.1</p> <p>1. Rules</p> <p>An applicant who has been admitted as a Member or deemed to have been admitted as a Member shall comply with the Rules and the Directives. Without prejudice to the generality of the foregoing the criteria and requirements for membership prescribed in the Rules and Directives and/or in the membership certificate, and/or prescribed by the Clearing House from time to time shall continue to apply even after an applicant has been admitted as a Member or deemed to have been admitted as a Member and shall continue to apply during its membership. A Member who fails to comply with such criteria and requirements shall be dealt with in such manner as the Clearing House deems appropriate, including but not limited to suspension of or expulsion from membership.</p>	
	<p>2. SFA</p> <p>Every Member which is licensed by the Authority shall comply with all applicable provisions of the SFA, and any applicable order, circular, direction or other requirement made by the Authority pursuant to the SFA, and shall procure that each of its directors,</p>	<p>2.06.2</p> <p>2. SFA</p> <p>Every Member which is licensed or is exempted from licensing but whose activities are still subject to regulation by the SFA and thus by the Authority shall comply with all applicable provisions of the SFA, and any applicable order, circular, direction or other requirement made by the</p>	

⁽²⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

^(a) ~~Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>officers, agents, employees and representatives complies with the same.</p> <p>Violation of this Rule 2.06 may be a major offence.</p>		<p>Authority pursuant to the SFA, and shall procure that each of its directors, officers, agents, employees and representatives complies with the same.</p> <p>Violation of this Rule 2.06 may be a major offence.</p>
2.06A.	REPORTING	2.06A	REPORTING
	A Member must inform the Clearing House in writing immediately if it or any of its Directors, Officers, Registered Persons, employees, or agents:-	2.06A.1	A Member must inform the Clearing House in writing immediately if it or any of its D irectors, O fficers, Registered Persons, employees, or agents:-
	a. breaches the Securities and Futures Act or the Securities and Futures Regulations;	2.06A.1.1	a. breaches the Securities and Futures Act SFA or the Securities and Futures Regulations SFR ;
	b. breaches the Rules or Directives;	2.06A.1.2	b. breaches the Rules or Directives ;
	c. breaches any relevant law or regulation which governs that person's other business activities;	2.06A.1.3	c. breaches any relevant law or regulation which governs that person's other business activities;
	d. breaches the rules of any other exchange or clearing house;	2.06A.1.4	d. breaches the rules of any other exchange or clearing house;
	e. breaches any provision involving fraud or dishonesty, whether in or out of Singapore;	2.06A.1.5	e. breaches any provision involving fraud or dishonesty, whether in or out of Singapore;
	f. breaches director's duties;	2.06A.1.6	f. breaches director's duties;
	g. is the subject of a written complaint involving an allegation of fraud or dishonesty, whether in or out of Singapore;	2.06A.1.7	g. is the subject of a written complaint involving an allegation of fraud or dishonesty, whether in or out of Singapore;
	h. is the subject of an investigation involving an allegation of fraud or	2.06A.1.8	h. is the subject of an investigation involving an allegation of fraud or

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	dishonesty, whether in or out of Singapore;		dishonesty, whether in or out of Singapore;
	i. is the subject of any disciplinary action taken by the Member involving suspension, termination, withholding of commissions, fines or any other significant limitation of activities;	2.06A.1.9	i. is the subject of any disciplinary action taken by the Member involving suspension, termination, withholding of commissions, fines or any other significant limitation of activities;
	j. engages in conduct that has the effect of circumventing the Securities and Futures Act, Securities and Futures Regulations, the Rules, or Directives;	2.06A.1.10	j. engages in conduct that has the effect of circumventing the Securities and Futures Act SFA, Securities and Futures Regulations SFR, or the Rules, or Directives;
	k. engages in conduct which is inconsistent with the principles of good business practice;	2.06A.1.11	k. engages in conduct which is inconsistent with the principles of good business practice;
	l. engages in conduct which is detrimental to the financial integrity, reputation or interests of the Clearing House, or clearing facilities established or operated by the Clearing House; or	2.06A.1.12	l. engages in conduct which is detrimental to the financial integrity, reputation or interests of the Clearing House, or clearing facilities established or operated by the Clearing House; or
	m. is insolvent, or has been issued a bankruptcy or winding up proceeding.	2.06A.1.13	m. is insolvent, or has been issued a bankruptcy or winding up proceeding.
2.07	MINIMUM CAPITAL AND FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE⁽³⁾	2.07	MINIMUM CAPITAL AND FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE⁽³⁾
	1. Each Member incorporated in Singapore shall at all times :-	2.07.1	1. Each General Clearing Member incorporated in Singapore shall at all times:-

⁽³⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽³⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>a. <u>Base Capital Requirement</u></p> <p>(i) maintain a base capital of not less than S\$5,000,000; or</p> <p>(ii) in the case of a Member who is also a Member of CDP, maintain a base capital of not less than S\$8,000,000;</p>	2.07.1.1	<p>a. <u>Base Capital Requirement</u></p> <p>(i)a. maintain a base capital of not less than S\$5,000,000; or</p> <p>(ii)b. in the case of a General Clearing Member who is also a member of CDP, maintain a base capital of not less than S\$8,000,000;</p>
	<p>b. <u>Financial Resources Requirement</u></p> <p>not cause or permit its financial resources to fall below its total risk requirement;</p>	2.07.1.2	<p>b. <u>Financial Resources Requirement</u></p> <p>not cause or permit its financial resources to fall below its total risk requirements;</p>
	<p>c. <u>Aggregate Indebtedness Requirement</u></p> <p>not cause or permit its aggregate indebtedness to exceed 1,200% of its aggregate resources; and</p>	2.07.1.3	<p>c. <u>Aggregate Indebtedness Requirement</u></p> <p>not cause or permit its aggregate indebtedness to exceed 1,200% of its aggregate resources; and</p>
	<p>d. comply with the accounting, reporting, book-keeping and any other financial and operational requirements prescribed by the Clearing House.</p>	2.07.1.4	<p>d. <u>Other Requirements</u></p> <p>comply with the accounting, reporting, book-keeping and any other financial and operational requirements prescribed by the Clearing House.</p>
		2.07.1A	<u>Each Direct Clearing Member incorporated in Singapore shall at all times:-</u>
		2.07.1A.1	<u>Base Capital Requirement</u>
			<u>maintain a base capital of not less than S\$5,000,000;</u>
		2.07.1A.2	<u>Financial Resources Requirement</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p data-bbox="836 436 954 468"><u>2.07.1A.3</u></p> <p data-bbox="836 688 954 720"><u>2.07.1A.4</u></p>	<p data-bbox="998 279 1385 373"><u>not cause or permit its financial resources to fall below its total risk requirements;</u></p> <p data-bbox="998 405 1385 468"><u>Aggregate Indebtedness Requirement</u></p> <p data-bbox="998 499 1385 625"><u>not cause or permit its aggregate indebtedness to exceed 1,200% of its aggregate resources; and</u></p> <p data-bbox="998 657 1239 688"><u>Other Requirements</u></p> <p data-bbox="998 720 1385 909"><u>comply with the accounting, reporting, book-keeping and any other financial and operational requirements prescribed by the Clearing House.</u></p>
	<p data-bbox="393 947 789 1661">2. Notwithstanding any of the foregoing, in the case of a Member who is also a member of CDP or in the case if a Member's financial resources are less than or at any time falls below S\$8,000,000, the Member shall forthwith deposit with the Clearing House an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000. For the avoidance of doubt, this requirement for the deposit of a Letter of Credit is separate and distinct from the option to deposit a qualifying letter of credit pursuant to Rule 2.07C below.</p>	<p data-bbox="836 947 922 978"><u>2.07.2</u></p>	<p data-bbox="998 947 1385 1913">2. Notwithstanding any of the foregoing, in the case of a Member who is also a member of CDP or in the case if a Member's financial resources are less than or at any time falls below S\$8,000,000, the Member shall forthwith deposit with the Clearing House an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000. <u>Nothing in the foregoing shall prevent a Member whose financial resources are more than S\$8,000,000 from depositing an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000.</u> For the avoidance of doubt, this requirement for the deposit of a Letter of Credit is separate and distinct from the option to deposit a</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			qualifying letter of credit pursuant to Rule 2.07C below.
	3. The Clearing House may from time to time prescribe other minimum capital and financial requirements and conditions for exemptions or exceptions therefrom.	2.07.3	3. The Clearing House may from time to time prescribe other minimum capital and financial requirements and conditions for exemptions or exceptions therefrom.
	4. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.	2.07.4	4. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.
	5. A Member shall immediately notify the Clearing House if it fails to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs or becomes aware that it will fail to comply with such requirements.	2.07.5	5. A Member shall immediately notify the Clearing House if it fails to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs or becomes aware that it will fail to comply with such requirements.
	6. If the Clearing House is notified by the Member under paragraph 5 or becomes aware that the Member has failed to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs, the Clearing House may direct the Member to do all or any of the following actions:-	2.07.6	6. If the Clearing House is notified by the Member under paragraph 5 Rule 2.07.5 or becomes aware that the Member has failed to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs, the Clearing House may direct the Member to do all or any of the following actions:-

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>a. cease any increase in positions for any account carried by the Member;</p> <p>b. transfer all or part of any customer's positions, collateral, assets and accounts to 1 or more other Members; and</p> <p>c. operate its business in such manner and on such conditions as the Clearing House may impose.</p>	<p>2.07.6.1</p> <p>2.07.6.2</p> <p>2.07.6.3</p>	<p>a. liquidate or cease any increase in positions for any account carried by the Member;</p> <p>b. liquidate or transfer all or part of any customer's positions, collateral, assets and accounts to 1 or more other Members; and</p> <p>c. operate its business in such manner and on such conditions as the Clearing House may impose.</p>
	<p>7. The Clearing House Committee may prescribe for 1 or more Members, capital, financial and other requirements in excess of the minimum prescribed under the Rules or by the Clearing House herein on the basis of volume, types of positions carried, margin policies, nature of business conducted or to be conducted or its membership in any exchange or market and such other criteria as deemed necessary by the committee.</p>	<p>2.07.7</p>	<p>The Clearing House Committee may prescribe for 1 or more Members, capital, financial and other requirements in excess of the minimum prescribed under the Rules or by the Clearing House herein on the basis of volume, types of positions carried, margin policies, nature of business conducted or to be conducted or its membership in any exchange or market and such other criteria as deemed necessary by the committee Clearing House.</p>
2.07A.	EARLY WARNING FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE⁽⁴⁾	2.07A	EARLY WARNING FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE⁽⁴⁾
	<p>1. Each Member incorporated in Singapore shall immediately notify the Clearing House:-</p> <p>a. if its financial resources fall below 120% percent of its total risk requirement; or</p>	<p>2.07A.1</p> <p>2.07A.1.1</p>	<p>1. Each Member incorporated in Singapore shall immediately notify the Clearing House:-</p> <p>a. if its financial resources fall below 120% percent of its total risk requirement; or</p>

⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	b. if its aggregate indebtedness exceeds 600% of its aggregate resources.	<u>2.07A.1.2</u>	b. if its aggregate indebtedness exceeds 600% of its aggregate resources.
	2. If the Clearing House is notified by the Member under paragraph 1a or becomes aware that the Member's financial resources have fallen below 120% of its total risk requirement, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 7(3) of the SFR (Financial and Margin Requirements).	<u>2.07A.2</u>	2. If the Clearing House is notified by the Member under paragraph 1a <u>Rule 2.07A.1.1</u> or becomes aware that the Member's financial resources have fallen below 120% of its total risk requirement, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 7(3) of the SFR (Financial and Margin Requirements).
	3. If the Clearing House is notified by the Member under paragraph 1b. or becomes aware that the Member's aggregate indebtedness exceeds 600% percent of its aggregate resources, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 17(2) of the SFR (Financial and Margin Requirements).	<u>2.07A.3</u>	3. If the Clearing House is notified by the Member under paragraph 1b. <u>Rule 2.07A.1.2</u> or becomes aware that the Member's aggregate indebtedness exceeds 600% percent of its aggregate resources, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 17(2) of the SFR (Financial and Margin Requirements).
	4. The Clearing House may from time to time prescribe other early warning financial requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.	<u>2.07A.4</u>	4. The Clearing House may from time to time prescribe other early warning financial requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
2.07B.	NOTIFICATION REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE¹	2.07B	NOTIFICATION REQUIREMENTS OF MEMBERS INCORPORATED IN SINGAPORE²
	1. Each Member incorporated in Singapore shall immediately notify the Clearing House if its financial resources fall below 150% of its total risk requirement.	2.07B.1	1. Each Member incorporated in Singapore shall immediately notify the Clearing House if its financial resources fall below 150% of its total risk requirement.
	2. The Clearing House may from time to time prescribe other notification requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.	2.07B.2	2. The Clearing House may from time to time prescribe other notification requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.
2.07C	QUALIFYING LETTER OF CREDIT³	2.07C	QUALIFYING LETTER OF CREDIT⁴
	1. For the purpose of Rules 2.07, 2.07A and 2.07B, a Member may include 1 or more qualifying letter(s) of credit deposited with the Clearing House in its calculation of financial resources, subject to the total amount payable under the qualifying letter(s) of credit or 50% of its total risk requirement, whichever is lower.	2.07C.1	1. For the purpose of Rules 2.07, 2.07A and 2.07B, a Member may include 1 or more qualifying letter(s) of credit deposited with the Clearing House in its calculation of financial resources, subject to the total amount payable under the qualifying letter(s) of credit or 50% of its total risk requirement, whichever is lower.
	2. A “qualifying letter of credit” is an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House.	2.07C.2	2. A “qualifying letter of credit” is an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House.
	3. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding	2.07C.3	3. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the

¹ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

² ~~Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

³ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

⁴ ~~Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.		preceding paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.
2.08	MINIMUM CAPITAL AND FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁷⁾	2.08	MINIMUM CAPITAL AND FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁷⁾
	1. Each Member which is a corporation incorporated outside Singapore shall at all times:- a. <u>Base Capital Requirement</u> (i) maintain net head office funds of not less than S\$5,000,000; or (ii) in the case of a Member who is also a Member of CDP, maintain net head office funds of not less than S\$8,000,000; and	2.08.1 2.08.1.1	1. Each General Clearing Member which is a corporation incorporated outside Singapore shall at all times:- a. <u>Base Capital Requirement</u> (i) a. maintain net head office funds of not less than S\$5,000,000; or (ii) b. in the case of a General Clearing Member who is also a M member of CDP, maintain net head office funds of not less than S\$8,000,000; and
	b. <u>Financial Resources Requirement</u> not cause or permit its adjusted net head office funds to fall below its total risk requirement;	2.08.1.2	b. <u>Financial Resources Requirement</u> not cause or permit its adjusted net head office funds to fall below its total risk requirements;
	c. <u>Aggregate Indebtedness Requirement</u> not cause or permit its aggregate indebtedness to	2.08.1.3	c. <u>Aggregate Indebtedness Requirement</u> not cause or permit its aggregate indebtedness to

⁽⁷⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁷⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	exceed 1,200% of its aggregate resources; and		exceed 1,200% of its aggregate resources; and
	d. comply with the accounting, reporting, book-keeping and any other financial and operational requirements prescribed by the Clearing House.	2.08.1.4	d. <u>Other Requirements</u> comply with the accounting, reporting, book-keeping and any other financial and operational requirements prescribed by the Clearing House.
	2. Notwithstanding any of the foregoing, in the case of a Member who is also a member of the CDP or in the case if a Member's adjusted net head office funds is less than or at any time fall below S\$8,000,000, the Member shall forthwith deposit with the Clearing House an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000. For the avoidance of doubt, this requirement for the deposit of a Letter of Credit is separate and distinct from the option to deposit a qualifying letter of credit pursuant to Rule 2.08C below.	2.08.2	2. Notwithstanding any of the foregoing, in the case of a Member who is also a member of CDP or in the case if a Member's adjusted net head office funds is less than or at any time fall below S\$8,000,000, the Member shall forthwith deposit with the Clearing House an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000. <u>Nothing in the foregoing shall prevent a Member whose adjusted net head office funds is more than S\$8,000,000 from depositing an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House for the amount of S\$8,000,000.</u> For the avoidance of doubt, this requirement for the deposit of a Letter of Credit is separate and distinct from the option to deposit a qualifying letter of credit pursuant to Rule 2.08C below.
	3. The Clearing House may from time to time prescribe other minimum capital and	2.08.3	3. The Clearing House may from time to time prescribe other minimum capital and

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	financial requirements and conditions for exemptions or exceptions therefrom.		financial requirements and conditions for exemptions or exceptions therefrom.
	4. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs above or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.	2.08.4	4. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs above or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member's default to the Clearing House and/or its common bond liability under Rule 7.03.
	5. A Member shall immediately notify the Clearing House if it fails to meet the minimum capital and financial requirements prescribed in the preceding paragraphs or becomes aware that it will fail to comply with such requirements.	2.08.5	5. A Member shall immediately notify the Clearing House if it fails to meet the minimum capital and financial requirements prescribed in the preceding paragraphs or becomes aware that it will fail to comply with such requirements.
	6. If the Clearing House is notified by the Member under paragraph 5 or becomes aware that the Member has failed to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs, the Clearing House may direct the Member to do all or any of the following actions:- a. cease any increase in positions for any account carried by the Member; b. transfer all or part of any customer's positions,	2.08.6 2.08.6.1 2.08.6.2	6. If the Clearing House is notified by the Member under paragraph 5 Rule 2.08.5 or becomes aware that the Member has failed to comply with the minimum capital and financial requirements prescribed in the preceding paragraphs, the Clearing House may direct the Member to do all or any of the following actions:- a. liquidate or cease any increase in positions for any account carried by the Member; b. liquidate, transfer all or part of any customer's

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	collateral, assets and accounts to 1 or more other Members; and c. operate its business in such manner and on such conditions as the Clearing House may impose.	2.08.6.3	positions, collateral, assets and accounts to 1 or more other Members; and c. operate its business in such manner and on such conditions as the Clearing House may impose.
	7. The Clearing House Committee may prescribe for 1 or more Members, capital, financial and other requirements in excess of the minimum prescribed under the Rules or by the Clearing House herein on the basis of volume, types of positions carried, margin policies, nature of business conducted or to be conducted or its membership in any other exchange or market and such other criteria as deemed necessary by the committee.	2.08.7	7. The Clearing House Committee may prescribe for 1 or more Members, capital, financial and other requirements in excess of the minimum prescribed under the Rules or by the Clearing House herein on the basis of volume, types or positions carried, margin policies, nature of business conducted or to be conducted or its membership in any other exchange or market and such other criteria as deemed necessary by the committee Clearing House .
2.08A.	EARLY WARNING FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁸⁾	2.08A	EARLY WARNING FINANCIAL REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁸⁾
	1. Each Member incorporated outside Singapore shall immediately notify the Clearing House:- a. if its adjusted net head office funds fall below 120% of its total risk requirement; or b. if its aggregate indebtedness exceeds 600% of its aggregate resources.	2.08A.1 2.08A.1.1 2.08A.1.2	1. Each Member incorporated outside Singapore shall immediately notify the Clearing House:- a. if its adjusted net head office funds fall below 120% of its total risk requirement; or b. if its aggregate indebtedness exceeds 600% of its aggregate resources.

⁽⁸⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁸⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	2. If the Clearing House is notified by the Member under paragraph 1a. or becomes aware the Member's adjusted net head office funds have fallen below 120% of its total risk requirement, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 7(3) of the SFR (Financial and Margin Requirements).	<u>2.08A.2</u>	2. If the Clearing House is notified by the Member under paragraph 1a. <u>Rule 2.08A.1.1</u> or becomes aware <u>that</u> the Member's adjusted net head office funds have fallen below 120% of its total risk requirement, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 7(3) of the SFR (Financial and Margin Requirements).
	3. If the Clearing House is notified by the Member under paragraph 1b or becomes aware that the Member's aggregate indebtedness exceeds 600% percent of its aggregate resources, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 17(2) of the SFR (Financial and Margin Requirements).	<u>2.08A.3</u>	3. If the Clearing House is notified by the Member under paragraph 1b <u>Rule 2.08A.1.2</u> or becomes aware that the Member's aggregate indebtedness exceeds 600% percent of its aggregate resources, the Clearing House may direct the Member to comply with any or all of the directions prescribed under Regulation 17(2) of the SFR (Financial and Margin Requirements).
	4. The Clearing House may from time to time prescribe other early warning financial requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.	<u>2.08A.4</u>	4. The Clearing House may from time to time prescribe other early warning financial requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.
2.08B	NOTIFICATION REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁵	2.08B	NOTIFICATION REQUIREMENTS OF MEMBERS INCORPORATED OUTSIDE SINGAPORE⁶
	1. Each Member incorporated outside Singapore shall immediately notify the Clearing House if its	<u>2.08B.1</u>	1. Each Member incorporated outside Singapore shall immediately notify the Clearing House if its

⁵ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁶ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	adjusted net head office funds fall below 150% of its total risk requirement.		adjusted net head office funds fall below 150% of its total risk requirement.
	2. The Clearing House may from time to time prescribe other notification requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.	2.08B.2	2. The Clearing House may from time to time prescribe other notification requirements and conditions for exemptions or exceptions therefrom on all or any of the Members.
2.08C	QUALIFYING LETTER OF CREDIT⁷	2.08C	QUALIFYING LETTER OF CREDIT⁸
	1. For the purpose of Rules 2.08, 2.08A and 2.08B, a Member may include 1 or more qualifying letter(s) of credit deposited with the Clearing House in its calculation of adjusted net head office funds, subject to the total amount payable under the qualifying letter(s) of credit or 50% of its total risk requirement, whichever is lower.	2.08C.1	1. For the purpose of Rules 2.08, 2.08A and 2.08B, a Member may include 1 or more qualifying letter(s) of credit deposited with the Clearing House in its calculation of adjusted net head office funds, subject to the total amount payable under the qualifying letter(s) of credit or 50% of its total risk requirement, whichever is lower.
	2. A “qualifying letter of credit” is an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House.	2.08C.2	2. A “qualifying letter of credit” is an irrevocable Letter of Credit in a form and issued by a bank acceptable to the Clearing House.
	3. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member’s default to the Clearing	2.08C.3	3. The Clearing House reserves the right to call on any of the Letters of Credit furnished pursuant to the preceding paragraphs or pursuant to any exemption or exception as noted above may be prescribed by the Clearing House and apply the proceeds thereof in respect of the Member’s default to the Clearing House and/or its common

⁷ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

⁸ ~~Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

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	House and/or its common bond liability under Rule 7.03.		bond liability under Rule 7.03.
2.09.	SPECIAL RESERVE FUND FOR MEMBERS INCORPORATED IN SINGAPORE⁽⁴¹⁾	2.09	SPECIAL RESERVE FUND FOR <u>GENERAL CLEARING</u> MEMBERS INCORPORATED IN SINGAPORE⁽⁴¹⁾
	1. In addition to the minimum capital and financial requirements in Rule 2.07, every Member incorporated in Singapore shall maintain a special reserve fund to which a sum of not less than 30% of the audited net profits of each year shall be transferred out of the net profits after due provision has been made for taxation, so long as the base capital less unappropriated profits in the latest audited accounts is less than S\$15,000,000.	2.09.1	In addition to the minimum capital and financial requirements in Rule 2.07, every <u>General Clearing</u> Member incorporated in Singapore shall maintain a special reserve fund to which a sum of not less than 30% of the audited net profits of each year shall be transferred out of the net profits after due provision has been made for taxation, so long as the base capital less unappropriated profits in the latest audited accounts is less than S\$15,000,000.
	2. The special reserve fund for the time being set aside pursuant to this Rule 2.09 shall not be available for the declaration of dividends without the prior written approval of the Authority and the Clearing House.	2.09.2	The special reserve fund for the time being set aside pursuant to this Rule 2.09 shall not be available for the declaration of dividends without the prior written approval of the Authority and the Clearing House.
2.10.	SPECIAL RESERVE FUND FOR MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁴²⁾	2.10	SPECIAL RESERVE FUND FOR <u>GENERAL CLEARING</u> MEMBERS INCORPORATED OUTSIDE SINGAPORE⁽⁴²⁾
	1. In addition to the minimum capital and financial requirements in Rule 2.08, every Member incorporated outside Singapore shall maintain a special reserve	2.10.1	In addition to the minimum capital and financial requirements in Rule 2.08, every <u>General Clearing</u> Member incorporated outside Singapore shall maintain a special reserve

⁽¹¹⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴¹⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

⁽¹²⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴²⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

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	fund to which a sum of not less than 30% of the audited net profits of each year shall be transferred out of the net profits after due provision has been made for taxation, so long as the net head office funds is less than S\$15,000,000.		fund to which a sum of not less than 30% of the audited net profits of each year shall be transferred out of the net profits after due provision has been made for taxation, so long as the net head office funds is less than S\$15,000,000.
	2. The special reserve fund for the time being set aside pursuant to this Rule 2.10 shall not be available for the declaration of dividends without the prior written approval of the Authority and the Clearing House.	2.10.2	The special reserve fund for the time being set aside pursuant to this Rule 2.10 shall not be available for the declaration of dividends without the prior written approval of the Authority and the Clearing House.
2.11.	OTHER FINANCIAL REQUIREMENTS⁽¹³⁾	2.11	OTHER FINANCIAL REQUIREMENTS⁽¹³⁾
A.	Reduction in paid-up ordinary share capital or share premium account Each Member incorporated in Singapore shall not reduce its paid-up ordinary share capital or share premium account without the prior written approval of the Authority and the Clearing House.	A. 2.11.1	Reduction in paid-up ordinary share capital or share premium account Each Member incorporated in Singapore shall not reduce its paid-up ordinary share capital or share premium account without the prior written approval of the Authority and the Clearing House.
B.	Preference Share 1. Each Member incorporated in Singapore shall immediately notify the Clearing House prior to the date of issue of any preference share. 2. A Member shall not redeem any redeemable preference share:- a. unless the Member notifies the Clearing House at least 1	B. 2.11.2 2.11.2.1 2.11.2.2	Preference Share 1. Each Member incorporated in Singapore shall immediately notify the Clearing House prior to the date of issue of any preference share. 2. A Member shall not redeem any redeemable preference share:- a. unless the Member notifies the Clearing House at least

⁽¹³⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽¹³⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

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	<p>year before the proposed date of redemption;</p> <p>b. if at the date of redemption:-</p> <p>(i) the financial resources (including qualifying letters of credit referred to in Rule 2.07C) of the Member are less than 150% of its total risk requirement; or</p> <p>(ii) the aggregate indebtedness of the Member exceeds 600% of the aggregate resources;</p> <p>c. if such a redemption will cause an event in paragraph b. above to occur; or</p> <p>d. if the Authority or the Clearing House has prohibited in writing such a redemption.</p>		<p>1 year before the proposed date of redemption;</p> <p>b. if at the date of redemption:-</p> <p>(i) i. the financial resources (including qualifying letters of credit referred to in Rule 2.07C) of the Member are less than 150% of its total risk requirement; or</p> <p>(ii) ii. the aggregate indebtedness of the Member exceeds 600% of the aggregate resources;</p> <p>c. if such a redemption will cause an event in paragraph b. Rule 2.11.2.2.b above to occur; or</p> <p>d. if the Authority or the Clearing House has prohibited in writing such a redemption.</p>
C.	<p><u>Qualifying Subordinated Loans</u></p> <p>1. Each Member shall immediately notify the Clearing House when it draws down a qualifying subordinated loan no later than the date of draw down.</p> <p>2. A Member:-</p> <p>a. shall not repay, whether in part or in full, any subordinated loan principal before the maturity date without the prior approval of the Clearing House.</p>	<p>C- <u>2.11.3</u></p> <p><u>2.11.3.1</u></p> <p><u>2.11.3.2</u></p>	<p><u>Qualifying Subordinated Loans</u></p> <p>1- Each Member shall immediately notify the Clearing House when it draws down a qualifying subordinated loan no later than the date of draw down.</p> <p>2- A Member:-</p> <p>a. shall not repay, whether in part or in full, any subordinated loan principal before the maturity date without the prior approval of the Clearing House.;</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>b. shall not repay, whether in part or in full, any subordinated loan principal that has matured:-</p> <p>(i) unless the Member notifies the Clearing House at least 1 Business Day before the date of repayment;</p> <p>(ii) if the financial resources or adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.07C or 2.08C) of the Member, as the case may be, are less than 150% of its total risk requirement;</p> <p>(iii) if the aggregate indebtedness of the Member exceeds 600% of its aggregate resources;</p> <p>(iv) if such a repayment will cause an event in sub-paragraphs (ii) or (iii) to occur; or</p> <p>(v) if the Authority or the Clearing House has prohibited in writing such a repayment.</p>		<p>b. shall not repay, whether in part or in full, any subordinated loan principal that has matured:-</p> <p>(i) i. unless the Member notifies the Clearing House at least 1 Business Day before the date of repayment;</p> <p>(ii) ii. if the financial resources or adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.07C or 2.08C) of the Member, as the case may be, are less than 150% of its total risk requirement;</p> <p>(iii) iii. if the aggregate indebtedness of the Member exceeds 600% of its aggregate resources;</p> <p>(iv) iv. if such a repayment will cause an event in sub-paragraphs (ii) or (iii) Rules 2.11.3.2.b.ii or iii to occur; or</p> <p>(v) v. if the Authority or the Clearing House has prohibited in writing such a repayment.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
D.	<p><u>Making of unsecured loan or advance, payment of dividend or director's fees or increase in director's remuneration</u></p> <p>Each Member shall not, without the prior written approval of the Authority and the Clearing House, make any unsecured loan or advance, pay any dividend or director's fees or increase any director's remuneration if:-</p> <p>a. in the case where the Member is incorporated in Singapore:-</p> <p>(i) the base capital of the Member is less than the base capital requirement applicable to the Member under Rule 2.07;</p> <p>(ii) the financial resources (including qualifying letters of credit referred to in Rule 2.07C) of the Member are less than 150% of its total risk requirement;</p> <p>(iii) the aggregate indebtedness of the Member exceeds 600% of its aggregate resources; or</p> <p>(iv) if such a loan, advance, payment or increase will cause an event in sub-paragraph (i), (ii) or (iii) to occur; or</p>	<p>D. 2.11.4</p> <p>2.11.4.1</p>	<p><u>Making of unsecured loan or advance, payment of dividend or director's fees or increase in director's remuneration</u></p> <p>Each Member shall not, without the prior written approval of the Authority and the Clearing House, make any unsecured loan or advance, pay any dividend or director's fees or increase any director's remuneration if:-</p> <p>a. in the case where the Member is incorporated in Singapore:-</p> <p>(i) i. the base capital of the Member is less than the base capital requirement applicable to the Member under Rule 2.07;</p> <p>(ii) ii. the financial resources (including qualifying letters of credit referred to in Rule 2.07C) of the Member are less than 150% of its total risk requirement;</p> <p>(iii) iii. the aggregate indebtedness of the Member exceeds 600% of its aggregate resources; or</p> <p>(iv) iv. if such a loan, advance, payment or increase will cause an event in sub-paragraph (i), (ii) or (iii) Rules 2.11.4.1.a.i, ii or iii to occur; or</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>b. in the case where the Member is incorporated outside Singapore:-</p> <p>(i) the net head office funds of the Member are below the net head office funds requirement applicable to the Member under Rule 2.08;</p> <p>(ii) the adjusted net head office funds of the Member (including qualifying letters of credit referred to in Rule 2.08C) are less than 150% of its total risk requirement;</p> <p>(iii) the aggregate indebtedness of the Member exceeds 600% of its aggregate resources; or</p> <p>(iv) if such a loan, advance, payment or increase will cause an event in subparagraph (i), (ii) or (iii) to occur.</p>		<p>b. in the case where the Member is incorporated outside Singapore:-</p> <p>(i) i. the net head office funds of the Member are below the net head office funds requirement applicable to the Member under Rule 2.08;</p> <p>(ii) ii. the adjusted net head office funds of the Member (including qualifying letters of credit referred to in Rule 2.08C) are less than 150% of its total risk requirement;</p> <p>(iii) iii. the aggregate indebtedness of the Member exceeds 600% of its aggregate resources; or</p> <p>(iv) iv. if such a loan, advance, payment or increase will cause an event in sub-paragraph (i), (ii) or (iii) Rules 2.11.4.1.b.i, ii or iii to occur.</p>
		<u>2.11.5</u>	<u>CAPITAL TO MEET LOSS EXPOSURE</u>
		<u>2.11.5.1</u>	<u>Before a Member can clear an Eligible OTC transaction which trade price falls outside the price band prescribed by the Clearing House (referred to at Rule 7.02A.1.1), it shall maintain at least the minimum capital required by the Clearing House, to meet the loss exposure in excess of the prescribed price band. The Member shall notify</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>the Clearing House prior to the close of business of the next Business Day that it has fulfilled such capital requirements.</u>
	RIGHTS AND OBLIGATIONS OF MEMBERS		RIGHTS AND OBLIGATIONS OF MEMBERS
2.12.	RIGHTS OF MEMBERS	2.12	RIGHTS OF <u>GENERAL CLEARING MEMBERS</u>
	Every Member shall have only such rights and obligations as are set out in the Rules and the Directives. The rights and obligations attaching to such Member's Membership may be varied or abrogated by the Clearing House from time to time.	2.12.1	Every <u>General Clearing</u> Member shall have only such rights and obligations as are set out in the Rules and the Directives <u>Member Terms</u> . The rights and obligations attaching to such Member's Membership may be varied or abrogated by the Clearing House from time to time.
	A Member can subject to the Rules and the Directives and/or unless otherwise notified by the Clearing House:- a. clear the trades of any and all members of the Exchange and any Relevant Market and by its membership with the Clearing House participate in the clearing system established and maintained by the Clearing House to clear Contracts concluded on the Exchange or any Relevant Market; b. have access to each Mutual Offset System; and c. obtain the clearing fees of the applicable member of the Exchange or any Relevant Market for trades cleared.	2.12.2	A <u>General Clearing</u> Member can, subject to the Rules and the Directives and/or unless otherwise notified by the Clearing House:- a. clear the trades of any and all members of the Exchange and any Relevant Market and by its membership with the Clearing House participate in the clearing system established and maintained by the Clearing House to clear Contracts concluded on the Exchange or any Relevant Market; b. have access to each Mutual Offset System; and c. obtain the clearing fees of the applicable member of the Exchange or any Relevant Market for trades cleared.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>clear its own trades and trades of Third Parties;</u></p> <p><u>2.12.2.1</u> <u>by its Membership with the Clearing House participate in the clearing system established and maintained by the Clearing House to clear Contracts; and</u></p> <p><u>2.12.2.2</u></p> <p><u>2.12.2.3</u> <u>have access to each Mutual Offset System.</u></p>
		<u>2.12A</u>	<u>RIGHTS OF DIRECT CLEARING MEMBERS</u>
		<u>2.12A.1</u>	<u>Every Direct Clearing Member shall have only such rights and obligations as are set out in the Member Terms. The rights and obligations attaching to such Member's Membership may be varied or abrogated by the Clearing House from time to time.</u>
		<u>2.12A.2</u>	<u>A Direct Clearing Member can, subject to the Rules and/or unless otherwise notified by the Clearing House:-</u>
		<u>2.12A.2.1</u>	<u>clear only its own trades and the proprietary trades of its related corporations; and</u>
		<u>2.12A.2.2</u>	<u>by its Membership with the Clearing House participate in the clearing system established and maintained by the Clearing House to clear Contracts.</u>
2.13.	DUTIES AND RESPONSIBILITIES OF MEMBERS⁽¹⁴⁾	2.13	DUTIES AND RESPONSIBILITIES OF MEMBERS⁽¹⁴⁾
	A Member shall, subject to the Rules, also have the following responsibilities and duties:- a. To maintain bank accounts	<u>2.13.1</u>	A Member shall, subject to the Rules, also have the following responsibilities and duties:- <u>a.</u> To maintain bank accounts
		<u>2.13.1.1</u>	

⁽¹⁴⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	in the currencies that may incur settlement and with banks acceptable to the Clearing House;		in the currencies that may incur settlement and with banks acceptable to the Clearing House;
	b. Subject to the same being accepted by the Clearing House, to clear such Contracts made on any Relevant Market by such members of the Relevant Market with whom it has agreed to clear such Contracts;	2.13.1.2	b. Subject to the same being accepted by the Clearing House, to clear OTC Contracts and/or Contracts made on any Relevant Market by such members of the Relevant Market with whom it has agreed to clear such Contracts ;
	c. Not to directly carry any account and/or clear any Contract for the direct or indirect benefit of an employee or officer of another Member if such employee or officer shall be trading for his own account, unless the prior written approval of that other Member and the Clearing House shall have been obtained;	2.13.1.3	c. Not to directly carry any account and/or clear any Contract for the direct or indirect benefit of an employee or officer of another Member if such employee or officer shall be trading for his own account, unless the prior written approval of that other Member and the Clearing House shall have been obtained;
	d. Not to provide funds, credit or finance to any other Member or a member of any Relevant Market for any purpose except with the prior written approval of the Clearing House;	2.13.1.4	d. Not to provide funds, credit or finance to any other Member or a member of any Relevant Market for any purpose except with the prior written approval of the Clearing House;
	e. To provide and maintain such Security Deposit as specified in Rule 7.15 in addition to any security deposit requirement that may be required of it as a Member of the Clearing House;	2.13.1.5	e. To provide and maintain such Security Deposit as specified in Rule 7.15 in addition to any security deposit requirement that may be required of it as a Member of the Clearing House;
	f. To maintain minimum capital and financial requirements as specified in Rule 2.07 or 2.08;	2.13.1.6	f. To maintain minimum capital and financial requirements as specified in Rule 2.07 or 2.08;

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	g. To clear such Contracts made on any Relevant Market by any person through any approved electronic trading terminal or facilities provided to it or to such members of the Relevant Market to whom it shall have agreed to provide clearing services; and	2.13.1.7	g. To clear such Contracts made on any Relevant Market by any person through any approved electronic trading terminal or facilities provided to it or to such members of the Relevant Market to whom it shall have agreed to provide clearing services; and
	h. To establish and maintain adequate internal control and risk management system and to comply with such other requirements as may be prescribed by the Clearing House from time to time.	2.13.1.8	h. To establish and maintain adequate internal control and risk management system and to comply with such other requirements as may be prescribed by the Clearing House from time to time.
2.14.	REQUIRED RECORDS AND REPORTS⁽¹⁵⁾	2.14	REQUIRED RECORDS AND REPORTS⁽¹⁵⁾
	1. Each Member shall prepare, maintain and keep current those books and records required by the Rules and SFA. Such books and records shall be open to inspection and promptly provided to the Clearing House upon request.	2.14.1	1. Each Member shall prepare, maintain and keep current those books and records required by the Rules and SFA. Such books and records shall be open to inspection and promptly provided to the Clearing House upon request.
	2. Each Member must file any information requested by the Clearing House within the time period specified in the request.	2.14.2	2. Each Member must file any information requested by the Clearing House within the time period specified in the request.
	3. Each Member shall maintain at all times the ability to provide to the Clearing House in an acceptable form a complete set of equity system reports (including, at a minimum, the equity run, open position listing, day trade listing, cash	2.14.3	3. Each Member shall maintain at all times the ability to provide to the Clearing House in an acceptable form a complete set of equity system reports (including, at a minimum, the equity run, open position listing, day

⁽¹⁵⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>adjustments listing and margin call and debit equity listing). Such reports shall forthwith be available to the Clearing House upon the Clearing House's request. Where such request is made at or before 12 p.m. on a Business Day (the "Request Date"), the Member shall report the required information up to and as at the 2 Business Days immediately before the Request Date, and where such request is made after 12 p.m. on a Business Day, the Member shall report the required information up to and as at the Business Day immediately before the Request Date.</p>		<p>trade listing, cash adjustments listing and margin call and debit equity listing). Such reports shall forthwith be available to the Clearing House upon the Clearing House's request. Where such request is made at or before 12 p.m. on a Business Day (the "Request Date"), the Member shall report the required information up to and as at the 2 Business Days immediately before the Request Date, and where such request is made after 12 p.m. on a Business Day, the Member shall report the required information up to and as at the Business Day immediately before the Request Date.</p>
	<p>4. Where a Member at any time fails to make or keep current the books and records required by the Clearing House it shall notify the Clearing House of such failure on the same day, specifying the relevant books and records, and shall thereafter comply with all orders of the Clearing House.</p> <p>Violation of this rule may be a major offence.</p>	<p>2.14.4</p>	<p>4. Where a Member at any time fails to make or keep current the books and records required by the Clearing House it shall notify the Clearing House of such failure on the same day, specifying the relevant books and records, and shall thereafter comply with all orders of the Clearing House.</p> <p>Violation of this rule may be a major offence.</p>
<p>2.15.</p>	<p>AUDIT REQUIREMENTS⁽¹⁶⁾</p>	<p>2.15</p>	<p>AUDIT REQUIREMENTS⁽¹⁶⁾</p>
	<p>1. Statutory Audit Report</p> <p>Without prejudice to such audit and/or reporting requirements as may be</p>	<p>2.15.1</p>	<p>STATUTORY AUDIT REPORT</p> <p>Without prejudice to such audit and/or reporting requirements as may be imposed by the</p>

⁽¹⁶⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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	<p>imposed by the Clearing House from time to time, a Member, shall furnish to the Clearing House within 5 months of the end of its financial year or within such longer period as may be permitted in writing by the Clearing House, the relevant forms which a Member is required to lodge in the prescribed format under Regulation 27(8) of the SFR (Financial and Margin Requirements), the accounts duly audited by, and the certificate of, its auditor or auditors who shall be a public accountant or a firm of public accountants not unacceptable to the Clearing House practising in the jurisdiction in which that Member is incorporated or registered. The certificate shall pertain to the audit conducted by such auditor or auditors in respect of the financial year aforesaid and shall state, at a minimum:-</p>		<p>Clearing House from time to time, a General Clearing Member shall furnish to the Clearing House within 5 five months of the end of its financial year or within such longer period as may be permitted in writing by the Clearing House, the relevant forms which a General Clearing Member is required to lodge in the prescribed format under Regulation 27(8) of the SFR (Financial and Margin Requirements), the accounts duly audited by, and the certificate of, its auditor or auditors who shall be a public accountant or a firm of public accountants not unacceptable to the Clearing House practising in the jurisdiction in which that the General Clearing Member is incorporated or registered. The certificate shall pertain to the audit conducted by such auditor or auditors in respect of the financial year aforesaid and shall state, at a minimum:-</p>
	<p>a. whether, in the opinion of the auditor or auditors, the Member has complied with the capital and financial requirements set out in the Rules and the SFR (Financial and Margin Requirements);</p>	<p><u>2.15.1.1</u></p>	<p>a- whether, in the opinion of the auditor or auditors, the General Clearing Member has complied with the capital and financial requirements set out in the Rules and the SFR (Financial and Margin Requirements);</p>
	<p>b. whether, in the opinion of the auditor or auditors, the Member's books of accounts and records are those usual in a business of that nature and appear to have been kept in a proper manner in accordance with the provisions of the Rules and the SFA;</p>	<p><u>2.15.1.2</u></p>	<p>b- whether, in the opinion of the auditor or auditors, the General Clearing Member's books of accounts and records are those usual in a business of that nature and appear to have been kept in a proper manner in accordance with the provisions of the Rules and the SFA;</p>

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	c. whether, in the opinion of the auditor or auditors, the financial position of the Member is such as to enable it to conduct its business on sound lines, having regard to the nature and volume of the business transacted during its past financial year as shown by its books of accounts and records; and	2.15.1.3	€. whether, in the opinion of the auditor or auditors, the financial position of the General Clearing Member is such as to enable it to conduct its business on sound lines grounds , having regard to the nature and volume of the business transacted during its past financial year as shown by its books of accounts and records; and
	d. whether he has obtained all the necessary information and explanations for the proper conduct of the audit and to enable him to furnish his Certificate.	2.15.1.4	d. whether he the auditor or auditors has or have obtained all the necessary information and explanations for the proper conduct of the audit and to enable him or them to furnish his or their Certificate.
	Where, in the performance of his duties, the Member's auditor becomes aware:-	2.15.1.5	Where, in the performance of his or their duties , the General Clearing Member's auditor or auditors becomes or become aware:-
	a. of any matter which in his opinion adversely affects or may adversely affect the financial position of the Member to a material extent,		a. of any matter which in his or their opinion adversely affects or may adversely affect the financial position of the General Clearing Member to a material extent,
	b. of any matter which in his opinion constitutes or may constitute a contravention of any provision of the SFA or an offence involving fraud or dishonesty,		b. of any matter which in his or their opinion constitutes or may constitute a contravention of any provision of the SFA or an offence involving fraud or dishonesty,
	c. of any irregularity that has or may have a material effect upon the accounts, including irregularities that jeopardise the moneys or		c. of any irregularity that has or may have a material effect upon the accounts, including irregularities that jeopardise the moneys or

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	other assets of any customer of the Member, or		other assets of any customer of the General Clearing Member, or
	<p>d. that the accounting system, internal accounting control and procedures for safeguarding moneys or other assets are inadequate and the inadequacies have a material effect on the accounts,</p> <p>the auditor or auditors shall immediately report the matter to the Clearing House.</p>		<p>d. that the accounting system, internal accounting control and procedures for safeguarding moneys or other assets are inadequate and the inadequacies have a material effect on the accounts,</p> <p>the auditor or auditors shall immediately report the matter to the Clearing House.</p>
		<u>2.15.1A</u>	<u>ANNUAL AUDITED ACCOUNTS AND SUPPLEMENTARY REPORT</u>
			<u>Without prejudice to such audit and/or reporting requirements as may be imposed by the Clearing House from time to time, a Direct Clearing Member shall furnish to the Clearing House within five months of the end of its financial year or within such longer period as may be permitted in writing by the Clearing House, the annual accounts duly audited by, and the certificate of, its auditor or auditors who shall be a public accountant or a firm of public accountants not unacceptable to the Clearing House practising in the jurisdiction in which the Direct Clearing Member is incorporated or registered. The certificate shall pertain to the audit conducted by such auditor or auditors in respect of the financial year aforesaid and shall state, at a minimum:-</u>
		<u>2.15.1A.1</u>	<u>whether, in the opinion of the auditor or auditors, the Direct Clearing Member has complied</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>with the capital and financial requirements set out in the Rules;</u>
		<u>2.15.1A.2</u>	<u>whether, in the opinion of the auditor or auditors, the Direct Clearing Member's books of accounts and records are those usual in a business of that nature and appear to have been kept in a proper manner in accordance with the provisions of the Rules;</u>
		<u>2.15.1A.3</u>	<u>whether, in the opinion of the auditor or auditors, the financial position of the Direct Clearing Member is such as to enable it to conduct its business on sound grounds, having regard to the nature and volume of the business transacted during its past financial year as shown by its books of accounts and records; and</u>
		<u>2.15.1A.4</u>	<u>whether the auditor or auditors has or have obtained all the necessary information and explanations for the proper conduct of the audit and to enable him or them to furnish his or their Certificate.</u>
		<u>2.15.1A.5</u>	<u>Where, in the performance of his or their duties, the Direct Clearing Member's auditor or auditors becomes or become aware:-</u> <ul style="list-style-type: none"> <u>a. of any matter which in his or their opinion adversely affects or may adversely affect the financial position of the Direct Clearing Member to a material extent,</u> <u>b. of any matter which in his or their opinion</u>

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			<p><u>constitutes or may constitute a contravention of any provision of the Rules or an offence involving fraud or dishonesty, or</u></p> <p><u>c. of any irregularity that has or may have a material effect upon the accounts,</u></p> <p><u>the auditor or auditors shall immediately report the matter to the Clearing House.</u></p>
	<p>2. Internal Audit Report</p> <p>A Member shall cause its internal auditors to conduct an internal audit of its operations annually or at such times as prescribed by the Clearing House and to submit a report of each internal audit conducted and the follow-up actions taken to the Clearing House by such time as may be prescribed by the Clearing House.</p>	<p><u>2.15.2</u></p>	<p>INTERNAL AUDIT REPORT</p> <p>A General Clearing Member shall cause its internal auditors to conduct an internal audit of its operations annually or at such times as prescribed by the Clearing House and to submit a report of each internal audit conducted and the follow-up actions taken to the Clearing House by such time as may be prescribed by the Clearing House.</p>
<p>2.16.</p>	<p>INSPECTION AND AUDIT</p> <p>The Clearing House, in its discretion or at the direction of the Authority, may at any time appoint 1 or more persons to:-</p> <ol style="list-style-type: none"> a. investigate the conduct and transactions of any Member; b. conduct investigations, examinations, audit and hearings into any matter prescribed in the Rules; and c. access, examine and take copies of any accounts, records, documents or other information of any Member, 	<p>2.16.</p>	<p>INSPECTION AND AUDIT</p> <p>The Clearing House, in its discretion or at the direction of the Authority, may at any time appoint 1 or more persons to:-</p> <ol style="list-style-type: none"> a. investigate the conduct and transactions of any Member; b. conduct investigations, examinations, audit and hearings into any matter prescribed in the Rules; and c. access, examine and take copies of any accounts,

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	<p>whether in physical, intangible, electronic or other form.</p> <p>Such Member shall give to every person so appointed by the Clearing House a right of entry to its premises for the purposes aforesaid and afford such person all assistance. Such person shall report to the Clearing House on all or any of the following:-</p> <ol style="list-style-type: none"> a. whether that Member's accounts are being kept and maintained in compliance with the Rules; b. whether that Member's financial position is being maintained in compliance with the Rules; c. whether that Member's business is being conducted in compliance with the Rules; d. whether that Member's accounts, financial position or compliance with the Rules may jeopardise the integrity of the Clearing House; and e. such other matter as the Clearing House may direct. <p>The Clearing House may act on the report so submitted, whether the report be interim or final, or it may refer either or both the interim or final report to the Clearing House Committee for their consideration and attention. The costs and expenses so incurred shall be borne or otherwise reimbursed in full by the Member concerned in</p>		<p>records, documents or other information of any Member, whether in physical, intangible, electronic or other form.</p> <p>Such Member shall give to every person so appointed by the Clearing House a right of entry to its premises for the purposes aforesaid and afford such person all assistance. Such person shall report to the Clearing House on all or any of the following:-</p> <ol style="list-style-type: none"> a. whether that Member's accounts are being kept and maintained in compliance with the Rules; b. whether that Member's financial position is being maintained in compliance with the Rules; c. whether that Member's business is being conducted in compliance with the Rules; d. whether that Member's accounts, financial position or compliance with the Rules may jeopardise the integrity of the Clearing House; and e. such other matter as the Clearing House may direct. <p>The Clearing House may act on the report so submitted, whether the report be interim or final, or it may refer either or both the interim or final report to the Clearing House Committee for their consideration and attention. The costs and expenses so incurred shall be borne or otherwise reimbursed in full by</p>

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	the event that the Member shall be found to have violated any of the provisions of the Rules.		the Member concerned in the event that the Member shall be found to have violated any of the provisions of the Rules.
2.17.	LIMIT ON LENDING TO DIRECTORS, OFFICERS OR EMPLOYEES OF MEMBERS	2.17	LIMIT ON LENDING TO DIRECTORS, OFFICERS OR EMPLOYEES OF MEMBERS
	1. A Member shall not grant unsecured advances or unsecured loans to any of its directors, whether those advances or loans are obtained by its directors jointly or severally, which exceed at any time the sum of S\$5,000.	<p data-bbox="836 569 933 596">2.17.1.1</p> <p data-bbox="836 1291 933 1318">2.17.1.2</p> <p data-bbox="836 1766 933 1793">2.17.1.3</p>	<p data-bbox="998 569 1388 1255">1. A General Clearing Member shallmust not grant, whether directly or indirectly, any unsecured advances, or unsecured loans or unsecured credit facility as defined in the SFR (Licensing and Conduct of Business) to any of its directors, whether those advances or loans are obtained by its directors jointly or severally, which exceed at any time the sum of S\$5,000 (other than a director who is also its employee) or to a person who to its knowledge, is a connected person as defined in the SFA of such director.</p> <p data-bbox="998 1291 1388 1732">Subject to Rule 2.17.1.1 and section 162 of the Act, a General Clearing Member must not grant, whether directly or indirectly, any unsecured advance, unsecured loan or unsecured credit facility to its officers (other than a director who is not its employee) or its employees (a “relevant person”) which in the aggregate and outstanding at any one time exceeds one year’s emoluments of such relevant person.</p> <p data-bbox="998 1766 1388 1915">For the purpose of Rule 2.17.1.2, any unsecured advance, unsecured loan or unsecured credit facility granted by a Member to any person to</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>purchase, subscribe for or trade in any capital markets product for:</u></p> <ul style="list-style-type: none"> a. <u>the account of a relevant person of the Member;</u> b. <u>an account in which a relevant person of the Member has an interest;</u> c. <u>an account of any person who acts jointly with, under the control of, or in accordance with, the direction of a relevant person of the Member; or</u> d. <u>an account of any connected person (as defined in the SFA) of a relevant person of the Member, where the connected person is not himself a relevant person of the Member,</u> <p><u>shall be deemed to be an unsecured advance, unsecured loan or unsecured credit facility granted by the Member to that relevant person.</u></p>
	<p>2. A Member shall not give unsecured credit to any of its directors, officers or employees or to a person who to its knowledge, is a connected person as defined in the FTA, of such director, officer, or employee if :-</p> <ul style="list-style-type: none"> a. the unsecured credit is given for the purpose of enabling or assisting the person to whom the credit is given for the purpose of trading in futures contracts, foreign exchange trading (as defined in Section 2A of the FTA) or Leveraged Foreign Exchange Trading; 		<p>2. A Member shall not give unsecured credit to any of its directors, officers or employees or to a person who to its knowledge, is a connected person as defined in the FTA, of such director, officer, or employee if :-</p> <ul style="list-style-type: none"> a. the unsecured credit is given for the purpose of enabling or assisting the person to whom the credit is given for the purpose of trading in futures contracts, foreign exchange trading (as defined in Section 2A of the FTA) or Leveraged Foreign

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	<p>or</p> <p>b. the person giving the unsecured credit knows or has reason to believe that the unsecured credit will be used for the purpose of trading in futures contracts, foreign exchange trading (as defined in Section 2A of the FTA) or Leveraged Foreign Exchange Trading.</p>		<p>Exchange Trading; or</p> <p>b. the person giving the unsecured credit knows or has reason to believe that the unsecured credit will be used for the purpose of trading in futures contracts, foreign exchange trading (as defined in Section 2A of the FTA) or Leveraged Foreign Exchange Trading.</p>
2.18.	SEGREGATION OF CUSTOMER'S MONEY, SECURITIES AND PROPERTY⁽⁴⁷⁾	2.18	SEGREGATION OF CUSTOMER'S MONEY, SECURITIES AND PROPERTY⁽⁴⁷⁾
	<p>1. General</p> <p>A Member shall ensure that it shall at all times inform and keep the Clearing House informed of such information as would be required for the Clearing House to enable it to discharge its segregation obligations under the SFA and/or to enable the Clearing House to issue to the Authority the verification of margin funds statement placed with the Clearing House as required under the SFA.</p>	<p><u>2.18.1</u></p> <p><u>2.18.1.1</u></p>	<p>1. GENERAL</p> <p>A General Clearing Member shall ensure that it shall at all times inform and keep the Clearing House informed of such information as would be required for the Clearing House to enable it to discharge its segregation obligations under the SFA and/or to enable the Clearing House to issue to the Authority the verification of margin funds statement placed with the Clearing House as required under the SFA.</p>
	<p>2. Use and Set-off</p> <p>The Clearing House shall be entitled to use and deal with any of the money, Securities and Properties received by it from a Member in such manner as the Clearing House shall in its absolute discretion think fit, provided nevertheless that the Clearing House shall not use</p>	<p><u>2.18.2</u></p>	<p>2. Use and Set-off</p> <p>The Clearing House shall be entitled to use and deal with any of the money, Securities and Properties received by it from a Member in such manner as the Clearing House shall in its absolute discretion think fit, provided nevertheless that the Clearing House</p>

⁽⁴⁷⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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	<p>any money, Securities or Properties received and notified to it as being in relation to a futures broker's customer's contract to settle any obligation referable to an account classified or reported to the Clearing House as "House" or "House" globally.</p> <p>For the purposes of this rule, unless the context otherwise requires :-</p> <p>"Properties" shall include movable and immovable property, and any estate, share and interest in any property, movable and immovable, and any debt, and any thing in action, and any other right or interest, whether in possession or not; and</p> <p>"Securities" shall mean debentures, stocks and shares in a company or corporation, funds or bonds of any government or of any body, corporate or unincorporate, and includes any right or option in respect thereof and any interest as defined in the SFA.</p>		<p>shall not use any money, Securities or Properties received and notified to it as being in relation to a futures broker's customer's contract to settle any obligation referable to an account classified or reported to the Clearing House as "House" or "House" globally.</p> <p>For the purposes of this rule, unless the context otherwise requires:-</p> <p>"Properties" shall include movable and immovable property, and any estate, share and interest in any property, movable and immovable, and any debt, and any thing in action, and any other right or interest, whether in possession or not; and</p> <p>"Securities" shall mean debentures, stocks and shares in a company or corporation, funds or bonds of any government or of any body, corporate or unincorporate, and includes any right or option in respect thereof and any interest as defined in the SFA.</p>
	<p>3. Miscellaneous</p> <p>Nothing in the Rules shall be regarded, treated, or otherwise interpreted as obliging or requiring the Clearing House to recognise any right or entitlement of any Third Party including a Customer unless required to do so by the provisions of the SFA. Any attempt on the part of a Member to fix the</p>	<p>2.18.3</p>	<p>3. Miscellaneous</p> <p>Nothing in the Rules shall be regarded, treated, or otherwise interpreted as obliging or requiring the Clearing House to recognise any right or entitlement of any Third Party including a Customer unless required to do so by the provisions of the SFA. Any attempt on the part of</p>

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	<p>Clearing House with notice of any fact or claim otherwise would be a violation of this Rule.</p> <p>Violation of this Rule shall be a major offence.</p>		<p>a Member to fix the Clearing House with notice of any fact or claim otherwise would be a violation of this Rule.</p> <p>Violation of this Rule shall be a major offence.</p>
2.19.	OMNIBUS ACCOUNT	2.19	OMNIBUS ACCOUNT
	<p>1. Clearing Requirements</p> <p>A Member carrying Omnibus Accounts must maintain with the Clearing House a complete list of all such accounts, and shall notify the Clearing House in writing within 3 Business Days from the time such an account is either opened or closed. Information for each Omnibus Account must include the account holder's name, account number and the account holder's address, and such other information as the Clearing House may require, and classification of the account as either "Customer" or "House".</p>	<u>2.19.1</u>	<p>1. Clearing Requirements</p> <p>A Member carrying Omnibus Accounts must maintain with the Clearing House a complete list of all such accounts, and shall notify the Clearing House in writing within 3 Business Days from the time such an account is either opened or closed. Information for each Omnibus Account must include the account holder's name, account number and the account holder's address, and such other information as the Clearing House may require, and classification of the account as either "Customer" or "House".</p>
	<p>2. Restrictions</p> <p>The Clearing House is empowered to place restrictions or limitations on each Member which carries Omnibus Accounts. In making these determinations, the Clearing House may consider:-</p> <p>a. the number of Omnibus Accounts carried and volume of business of the Member;</p> <p>b. the financial condition of the Member and the Omnibus Account Holder in light of requirements or standards determined by</p>	<p><u>2.19.2</u></p> <p><u>2.19.2.1</u></p> <p><u>2.19.2.2</u></p>	<p>2. Restrictions</p> <p>The Clearing House is empowered to place restrictions or limitations on each Member which carries Omnibus Accounts. In making these determinations, the Clearing House may consider:-</p> <p>a. the number of Omnibus Accounts carried and volume of business of the Member;</p> <p>b. the financial condition of the Member and the Omnibus Account Holder in light of requirements or standards determined by</p>

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	<p>the Clearing House Committee; and</p> <p>c. the Member's clearing facilities and capacity.</p>	<p>2.192.3</p>	<p>the Clearing House Committee; and</p> <p>c. the Member's clearing facilities and capacity.</p>
	<p>3. Responsibility</p> <p>A Member that maintains an Omnibus Account shall be responsible to the Clearing House to ensure that the Omnibus Account is operated at all times in accordance with all relevant provisions of the Rules and Directives including the relevant rules on position limits and shall, without prejudice to any other liability it may have, indemnify the Clearing House for any loss or damage or prejudice that the Clearing House may suffer referable to a violation of this Rule (including such loss, damage or costs the Clearing House incurs in taking such measures as it deems in good faith necessary to preserve the integrity of the Clearing House and/or the Exchange in relation to any claim referable to such violation).</p>	<p>2.19.3</p>	<p>3. Responsibility</p> <p>A Member that maintains an Omnibus Account shall be responsible to the Clearing House to ensure that the Omnibus Account is operated at all times in accordance with all relevant provisions of the Rules and Directives including the relevant rules on position limits and shall, without prejudice to any other liability it may have, indemnify the Clearing House for any loss or damage or prejudice that the Clearing House may suffer referable to a violation of this Rule (including such loss, damage or costs the Clearing House incurs in taking such measures as it deems in good faith necessary to preserve the integrity of the Clearing House and/or the Exchange in relation to any claim referable to such violation).</p>
	<p>4. Disclosure</p> <p>An Omnibus Account Holder shall at all times disclose to the Member carrying that account the gross long and short positions held by that Omnibus Account in each commodity. Such Member shall immediately notify the Clearing House and shall promptly comply with all orders of the Clearing House if the Omnibus Account Holder fails to make such disclosure.</p>	<p>2.19.4</p>	<p>4. Disclosure</p> <p>An Omnibus Account Holder shall at all times disclose to the Member carrying that account the gross long and short positions held by that Omnibus Account in each commodity. Such Member shall immediately notify the Clearing House and shall promptly comply with all orders of the Clearing House if the Omnibus Account Holder fails to make such disclosure.</p>

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	<p>An Omnibus Account Holder shall, prior to the first delivery day in a Contract Month or as otherwise required by the Clearing House, provide the Member carrying that account with a complete list of the purchase and sale dates of all open positions for that Contract Month. Such list shall be kept up to date throughout the Contract Month in order that the delivery procedure of the Clearing House not be impaired.</p> <p>A Member that maintains an Omnibus Account shall ensure that its Omnibus Account Holders are aware of this Rule 2.19.</p>		<p>An Omnibus Account Holder shall, prior to the first delivery day in a Contract Month or as otherwise required by the Clearing House, provide the Member carrying that account with a complete list of the purchase and sale dates of all open positions for that Contract Month. Such list shall be kept up to date throughout the Contract Month in order that the delivery procedure of the Clearing House not be impaired.</p> <p>A Member that maintains an Omnibus Account shall ensure that its Omnibus Account Holders are aware of this Rule 2.19.</p>
2.20.	<p>LIMITS OF POSITIONS</p> <p>The Clearing House may from time to time establish limits on the positions owned or controlled by any person or persons acting in concert with respect to any Contracts including the Designated Futures Contracts.</p> <p>Any person may request for an increase in initial position limit or previously approved position limit by making an application to the Clearing House on forms provided by Clearing House through its Member carrying the relevant positions for its account on the books of the Member.</p> <p>In conjunction with the foregoing, a Member shall ensure at all times that:-</p> <p>a. each of its Customers and their respective related</p>	<p><u>2.20</u></p> <p><u>2.20.1</u></p> <p><u>2.20.2</u></p> <p><u>2.20.3</u></p> <p><u>2.20.3.1</u></p>	<p>LIMITS OF POSITIONS</p> <p>The Clearing House may from time to time establish limits on the positions owned or controlled by any person or persons acting in concert with respect to any Contracts including the Designated Futures Contracts.</p> <p>Any person may request for an increase in initial position limit or previously approved position limit by making an application to the Clearing House on forms provided by Clearing House through its Member carrying the relevant positions for its account on the books of the Member.</p> <p>In conjunction with the foregoing, a Member shall ensure at all times that:-</p> <p>a. each of its Customers and their respective related</p>

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	<p>corporations for whom such Member also maintains accounts as Customers of the Member (each such Customer and its related corporations to be hereafter referred to as the “Collective Customer”); and</p> <p>b. each House Account carried on its books (collectively the “Collective House Accounts”).</p> <p>shall comply with the respective position limits as may be applicable to them individually or collectively as may be prescribed by the Clearing House from time to time.</p> <p>In the event that the aggregate maintenance margins required to be deposited by a Collective Customer and/or the Collective House Accounts with a Member exceeds such relevant amount(s) (whether the amount(s) are stated as a sum or sums of money and/or calculated in accordance with a formula or formulae) as may be prescribed by the Clearing House from time to time, the Member shall, unless the Clearing House otherwise decides, forthwith procure:-</p> <p>(i) from the chief executive officer of the Member a letter of awareness;</p> <p>(ii) from such related corporation of the Member as the Clearing House may require a letter of awareness; or</p> <p>(iii) from such related corporation of the Member as the Clearing House may</p>	<p><u>2.20.3.2</u></p> <p><u>2.20.4</u></p> <p><u>2.20.4.1</u></p> <p><u>2.20.4.2</u></p> <p><u>2.20.4.3</u></p>	<p>corporations for whom such Member also maintains accounts as Customers of the Member (each such Customer and its related corporations to be hereafter referred to as the “Collective Customer”); and</p> <p>b. each House Account carried on its books (collectively the “Collective House Accounts”),</p> <p>shall comply with the respective position limits as may be applicable to them individually or collectively as may be prescribed by the Clearing House from time to time.</p> <p>In the event that the aggregate maintenance margins required to be deposited by a Collective Customer and/or the Collective House Accounts with a Member exceeds such relevant amount(s) (whether the amount(s) are stated as a sum or sums of money and/or calculated in accordance with a formula or formulae) as may be prescribed by the Clearing House from time to time, the Member shall, unless the Clearing House otherwise decides, forthwith procure:-</p> <p>(i) from the chief executive officer of the Member a letter of awareness;</p> <p>(ii) from such related corporation of the Member as the Clearing House may require a letter of awareness; or</p> <p>(iii) from such related corporation of the Member as the Clearing House may</p>

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	<p>require a letter of guarantee; and</p> <p>in addition, where relevant, to forthwith procure</p> <p>(iv) from such related corporation of the Collective Customer as the Clearing House may require a letter of awareness.</p> <p>as may be required by the Clearing House, in each case, in such form and content as may be prescribed or otherwise acceptable to the Clearing House.</p>	<p>2.20.4.4</p>	<p>require a letter of guarantee; and</p> <p>in addition, where relevant, to forthwith procure</p> <p>(iv) from such related corporation of the Collective Customer as the Clearing House may require a letter of awareness;</p> <p>as may be required by the Clearing House, in each case, in such form and content as may be prescribed or otherwise acceptable to the Clearing House.</p>
		<p>2.20A</p>	<p>ACCUMULATION OF POSITIONS</p>
		<p>2.20A.1</p>	<p><u>The positions of all accounts directly or indirectly owned or controlled by a person or persons, and the positions of all accounts of a person or persons acting pursuant to an express or implied agreement or understanding, and the positions of all accounts in which a person or persons have a proprietary or beneficial interest, shall be cumulated and deemed to be positions of each such person as if each owned or controlled all cumulated positions individually.</u></p>
<p>2.21.</p>	<p>COVENANT</p> <p>Each Member shall ensure that its Memorandum and Articles of Association or its constitution shall at all times conform to the Rules so as to enable it to observe and perform fully the covenants, terms, stipulations, conditions and other provisions of the Rules and, in so far as may be necessary, each Member shall amend its Memorandum and Articles of Association or</p>	<p>2.21</p> <p>2.21.1</p>	<p>COVENANT</p> <p>Each Member shall ensure that its Memorandum and Articles of Association or its constitution shall at all times conform to the Rules so as to enable it to observe and perform fully the covenants, terms, stipulations, conditions and other provisions of the Rules and, in so far as may be necessary, each Member shall amend its Memorandum and Articles of</p>

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	constitution accordingly.		Association or constitution accordingly.
2.22.	CHANGE OR INTENDED CHANGE⁽¹⁸⁾	2.22	CHANGE OR INTENDED CHANGE⁽¹⁸⁾
	<p>Without prejudice to any other provisions of these Rules, every Member shall forthwith notify the Clearing House upon, or where practicable, pre-notify the Clearing House of, the happening of all or any of the following events:-</p> <p>a. any change in the legal or beneficial ownership of shares representing 10% or more of such Member's outstanding shares;</p> <p>b. any change in any circumstances which will have or may have the effect of altering the control of itself;</p> <p>c. any change in the composition of its board of directors due to the appointment and/or resignation of any of its directors;</p> <p>d. any change in its name;</p> <p>e. any change or amendment to its memorandum or articles of association or constitutive documents;</p> <p>f. any death or bankruptcy of any of its directors.</p> <p>g. the engagement or involvement or proposed engagement or involvement in any new business or any change in any of its</p>	<p>2.22.1</p> <p>Without prejudice to any other provisions of these Rules, every Member shall forthwith notify the Clearing House upon, or where practicable, pre-notify the Clearing House of, the happening of all or any of the following events:-</p> <p>2.22.1.1 a. any change in the legal or beneficial ownership of shares representing 10% or more of such Member's outstanding shares;</p> <p>2.22.1.2 b. any change in any circumstances which will have or may have the effect of altering the control of itself;</p> <p>2.22.1.3 c. any change in the composition of its board of directors due to the appointment and/or resignation of any of its directors;</p> <p>2.22.1.4 d. any change in its name;</p> <p>2.22.1.5 e. any change or amendment to its mMemorandum or aArticles of aAssociation or constitutive documents;</p> <p>2.22.1.6 f. any death or bankruptcy of any of its directors.;</p> <p>2.22.1.7 g. the engagement or involvement or proposed engagement or involvement in any new business or any change in</p>	

⁽¹⁸⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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	<p>business(es); and</p> <p>h. any change in its senior management.</p> <p>Such notice or pre-notification shall be in writing and shall be supplied with full particulars of the relevant event together with such further information as the Clearing House may require.</p> <p>The Clearing House may upon the happening of any of the events described in the preceding items a. to c. require such Member to submit itself within 5 days of the date of its notice (or within such longer period as may be permitted in writing by the Exchange) for re-election as though applying for membership for the first time.</p>	<p>2.22.1.8</p> <p>h. any change in its senior management.</p> <p>2.22.2</p> <p>Such notice or pre-notification shall be in writing and shall be supplied with full particulars of the relevant event together with such further information as the Clearing House may require.</p> <p>2.22.3</p> <p>The Clearing House may upon the happening of any of the events described in the preceding items a. to c. Rules 2.22.1.1 to 2.22.1.3 require such Member to submit itself within 5 days of the date of its notice (or within such longer period as may be permitted in writing by the Exchange) for re-election as though applying for membership for the first time.</p>	
2.23.	NOTIFICATION OF REDUCTION IN CAPITAL AND UNDER-SEGREGATION⁽¹⁹⁾	2.23	NOTIFICATION OF REDUCTION IN CAPITAL AND UNDER-SEGREGATION⁽⁴⁹⁾
	<p>Every Member shall:-</p> <p>a. report to the Clearing House within 48 hours of occurrence of any reduction in excess of 20% in its financial resources or adjusted net head office funds, as the case may be, from the previously submitted financial statement; or</p> <p>b. immediately report to the Clearing House of any under-segregation of money, Securities and Properties margins as required under the Rules and/or the SFA.</p>	<p>2.23.1</p> <p>2.23.1.1</p> <p>a. report to the Clearing House within 48 hours of occurrence of any reduction in excess of 20% in its financial resources or adjusted net head office funds, as the case may be, from the previously submitted financial statement; or</p> <p>2.23.1.2</p> <p>b. in the case of a General Clearing Member, immediately report to the Clearing House of any under-segregation of money, Securities and Assets or Properties</p>	

⁽¹⁹⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

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			margins as required under the Rules and/or the SFA.
2.24	APPOINTMENT OF CHIEF EXECUTIVE OFFICER, DEPUTY CHIEF EXECUTIVE OFFICER AND DIRECTORS	2.24	APPOINTMENT OF CHIEF EXECUTIVE OFFICER, DEPUTY CHIEF EXECUTIVE OFFICER AND DIRECTORS
	<ol style="list-style-type: none"> 1. No Member may appoint a chief executive officer unless prior written approval of the Clearing House is obtained. 2. No Member may appoint a deputy chief executive officer unless prior written approval of the Clearing House is obtained. 3. No Member incorporated in Singapore may appoint a director unless prior written approval of the Clearing House is obtained. <p>For the purpose of this Rule, "chief executive officer" includes any person occupying the position of chief executive.</p>	<p>1. 2.24.1 No Member may appoint a chief executive officer unless prior written approval of the Clearing House is obtained.</p> <p>2. 2.24.2 No Member may appoint a deputy chief executive officer unless prior written approval of the Clearing House is obtained.</p> <p>3. 2.24.3 No Member incorporated in Singapore may appoint a director unless prior written approval of the Clearing House is obtained.</p> <p>For the purpose of this Rule, "chief executive officer" includes any person occupying the position of chief executive.</p>	
2.25	APPOINTMENT OF AUDITORS A Member shall, unless exempted in writing by the Clearing House, at least 30 days prior to any general meeting whereat new auditors are to be appointed notify the Clearing House in writing of such meeting and shall consult the Clearing House on such appointment.	2.25	APPOINTMENT OF AUDITORS A Member shall, unless exempted in writing by the Clearing House, at least 30 days prior to any general meeting whereat new auditors are to be appointed notify the Clearing House in writing of such meeting and shall consult the Clearing House on such appointment.
2.26.	SPECIAL CALL FOR FINANCIAL STATEMENTS⁽²⁰⁾	2.26	SPECIAL CALL FOR FINANCIAL STATEMENTS⁽²⁰⁾
	1. The Clearing House may at any time require any	2.26.1	1. The Clearing House may at any time require any

⁽²⁰⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽²⁰⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Member to submit to the Clearing House, as the case may be, financial statements in such form and pertaining to such matters and within such time as may be stipulated by either of them promptly. The Member shall thereafter comply with such directions as the Clearing House may in its sole discretion issue. Failure to comply with such requirement shall be a major offence.</p>		<p>Member to submit to the Clearing House, as the case may be, financial statements in such form and pertaining to such matters and within such time as may be stipulated by either of them the Clearing House promptly. The Member shall thereafter comply with such directions as the Clearing House may in its sole discretion issue. Failure to comply with such requirement shall be a major offence.</p>
	<p>2. Each Member must make and keep as a record formal computations of its capital and financial requirements pursuant to Rules 2.07, 2.07A, 2.07B, 2.07C, 2.08, 2.08A, 2.08B, 2.08C, 2.09, 2.10 as of the close of business each month. The computations must be in such form as the Clearing House may prescribe and submitted to the Clearing House within 14 calendar days after the end of each month.</p>	<p>2.26.2</p> <p>2.26.3</p>	<p>2. Each General Clearing Member must make and keep as a record formal computations of its capital and financial requirements pursuant to Rules 2.07, 2.07A, 2.07B, 2.07C, 2.08, 2.08A, 2.08B, 2.08C, 2.09, 2.10 as of the close of business each month. The computations must be in such form as the Clearing House may prescribe and submitted to the Clearing House within 14 calendar days after the end of each month.</p> <p><u>Each Direct Clearing Member must make and keep as a record formal computations of its capital and financial requirements pursuant to Rules 2.07, 2.07A, 2.07B, 2.07C, 2.08, 2.08A, 2.08B and 2.08C as of the close of business each month. The computations must be in such form as the Clearing House may prescribe and submitted to the Clearing House within 14 calendar days after the end of each month.</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
2.27.	REQUEST FOR INFORMATION⁽²¹⁾	2.27	REQUEST FOR INFORMATION⁽²²⁾
	1. Each Member shall immediately notify the Clearing House when any customer account carried by the Member is under-margined by an amount which exceeds its aggregate resources. The Clearing House may require that Member to submit to the Clearing House information pertaining to any matter in such form and within such time as may be stipulated by the Clearing House.	2.27.1	Each Member shall immediately notify the Clearing House when any Customer Account carried by the Member and any House Account is under-margined by an amount which exceeds its aggregate resources, except that no notification is required for the Member's own proprietary House Accounts.
	2. For the purpose of this Rule, the full amount of Letters of Credit deposited pursuant to Rule 2.07C and 2.08C above shall be taken into account for the calculation of aggregate resources.	2.27.1A	The Clearing House may require that the Member to submit to the Clearing House information pertaining to any matter in such form and within such time as may be stipulated by the Clearing House.
	3. Failure to comply with such requirement shall be a major offence.	2.27.2	2. For the purpose of this Rule, the full amount of Letters of Credit deposited pursuant to Rule 2.07C and 2.08C above shall be taken into account for the calculation of aggregate resources.
		2.27.3	3. Failure to comply with such requirement shall be a major offence.
2.28.	VOLUNTARY SUSPENSION AND RESIGNATION	2.28	VOLUNTARY SUSPENSION AND RESIGNATION
	A Member may at any time request the Clearing House to suspend its Membership. The Clearing House may give effect thereto upon such terms and conditions as the Clearing House may decide.	2.28.1	A Member may at any time request the Clearing House to suspend its Membership. The Clearing House may give effect thereto upon such terms and conditions as the Clearing House may decide.
	Any Member may resign upon giving notice in writing thereof to the Clearing House. Such resignation shall be effective 1 month after the receipt of such	2.28.2	Any Member may resign upon giving notice in writing thereof to the Clearing House. Such resignation shall be effective 1 month after the receipt of such

⁽²¹⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽²²⁾ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>notice or on such later date as the Clearing House shall determine.</p> <p>A resignation shall not in any way affect the rights and liabilities of the Member to the Clearing House and other Members and all such rights and liabilities shall subsist until satisfied or discharged.</p> <p>Where any Member against whom proceedings under the Rules shall have been commenced resigns such proceedings may with the consent of the Clearing House be stayed or terminated.</p>	<p><u>2.28.3</u></p> <p><u>2.28.4</u></p>	<p>notice or on such later date as the Clearing House shall determine.</p> <p>A resignation shall not in any way affect the rights and liabilities of the Member to the Clearing House and other Members and all such rights and liabilities shall subsist until satisfied or discharged.</p> <p>Where any Member against whom proceedings under the Rules shall have been commenced resigns, such proceedings may with the consent of the Clearing House be stayed or terminated.</p>
2.29.	<p>BANKRUPTCY</p> <p>If any Member shall be ordered to wind up, or proceedings for the involuntary liquidation of the affairs of the Member be commenced, or a composition with the creditors of the Member under the provisions of any law or regulation relating to bankruptcy or insolvency be entered into under the laws of any jurisdiction, the Member shall be deemed to have been automatically suspended.</p>	2.29	<p>BANKRUPTCY</p> <p><u>2.29.1</u></p> <p>If any Member shall be ordered to wind up, or proceedings for the involuntary liquidation of the affairs of the Member be commenced, or a composition with the creditors of the Member under the provisions of any law or regulation relating to bankruptcy or insolvency be entered into under the laws of any jurisdiction, the Member shall be deemed to have been automatically suspended.</p>
2.30.	<p>SUSPENSION OF MEMBERS</p>	2.30	<p>SUSPENSION OF MEMBERS</p>
	<p>1. Without prejudice to Rule 2.29, if a Member becomes insolvent, such Member shall be deemed to have been automatically suspended.</p> <p>A Member shall be deemed to be insolvent: -</p> <p>a. if it files a voluntary petition or has a petition presented for</p>	<p><u>2.30.1</u></p> <p><u>2.30.1.1</u></p>	<p>1. Without prejudice to Rule 2.29, if a Member becomes insolvent, such Member shall be deemed to have been automatically suspended.</p> <p>A Member shall be deemed to be insolvent: -</p> <p>a.—if it files a voluntary petition or has a petition presented for</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>its winding up or has been ordered to wind up. (For the purpose of Rule 7.03, a Member shall not be regarded as insolvent in any of the aforesaid events); or</p> <p>b. if it fails to fulfil or meet margin and settlement requirements for all or any of its Contracts or defaulted upon any levy to the Clearing House arising out of Rule 7.03; or</p> <p>c. if satisfactory proof is furnished to the Clearing House Committee that it is unable to pay its debts as they fall due in the ordinary course of business.</p>	<p><u>2.30.1.2</u></p> <p><u>2.30.1.3</u></p>	<p>its winding up or has been ordered to wind up. (For the purpose of Rule 7.03, a Member shall not be regarded as insolvent in any of the aforesaid events); or</p> <p>b. if it fails to fulfil or meet margin and settlement requirements for all or any of its Contracts or defaulted upon any levy to the Clearing House arising out of Rule 7.03; or</p> <p>c. if satisfactory proof is furnished to the Clearing House Committee that it is unable to pay its debts as they fall due in the ordinary course of business.</p>
	<p>2. When a Member is suspended or expelled from membership of any Relevant Market or its clearing house, the Clearing House shall be entitled to suspend or expel the Member from Membership upon such terms as the Clearing House may deem fit.</p>	<p><u>2.30.2</u></p>	<p>2. When a Member is suspended or expelled from membership of any Relevant Market or its clearing house, the Clearing House shall be entitled to suspend or expel the Member from Membership upon such terms as the Clearing House may deem fit.</p>
2.31.	OPEN POSITIONS OF SUSPENDED MEMBERS	2.31	OPEN POSITIONS OF DEFAULTED/SUSPENDED MEMBERS
	<p>When a Member having open positions:-</p> <p>(i) has defaulted upon its obligation to the Clearing House; or</p>	<p><u>2.31.1</u></p>	<p>When a Member having open positions:—(i) has defaulted upon its obligation to the Clearing House, or (ii) has been suspended for insolvency, the Clearing House may:</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>(ii) has been suspended for insolvency;</p> <p>the Clearing House may appoint 1 or more Members to whom all or any part of such positions shall be transferred to be handled for such Member, or may appoint a member of the applicable Relevant Market to close out such positions.</p> <p>When positions are so transferred, margins deposited thereon and any settlement due or collected must be delivered to the Clearing House, to be entrusted to the Member or member designated to handle the transactions. Such Member or member shall have the right under the direction of the Clearing House, to buy or sell for the account of the suspended Member such Commodities or Contracts for the Contract Month and in the quantity, in whole or in part, as may be necessary to clear the suspended Member's Contracts with the Clearing House; the Member or member shall also have the right under the direction of the Clearing House to make or take delivery.</p>	<p><u>2.31.1.1</u></p> <p><u>2.31.1.2</u></p> <p><u>2.31.1.3</u></p> <p><u>2.31.1.4</u></p>	<p>appoint 1 or more Members to whom all or any part of such positions shall be transferred to be handled for the defaulted or suspended such Member, or may appoint a member of the applicable Relevant Market to close out such positions. When positions are so transferred, margins deposited thereon and any settlement due or collected must be delivered to the Clearing House, to be entrusted to the Member or Members designated to handle the transactions; Such Member or member shall have the right under the direction of the Clearing House, to buy or sell for the account of the suspended Member such Commodities or Contracts for the Contract Month and in the quantity, in whole or in part, as may be necessary to clear the suspended Member's Contracts with the Clearing House; the Member or member shall also have the right under the direction of the Clearing House to make or take delivery.</p> <p>execute hedging transactions, on behalf of and at the risk of the defaulted Member, to eliminate or reduce market risk resulting from such open positions;</p> <p>without prejudice to Rule 2.31.1.1, appoint one or more Inter Dealer Brokers, Members or members of the applicable Relevant Market to close out such positions on the behalf of and at the risk of the defaulted Member; and/or</p> <p>where the open positions relate</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>to an Eligible OTC transaction, and it is in the Clearing House's good faith opinion impossible or impracticable, for the open positions to be transferred or closed out pursuant to Rules 2.31.1.1 and 2.31.1.3 respectively, the Clearing House may, in addition to any other power or right it may have, invoice back such positions to the defaulting Member while simultaneously also invoicing back the equivalent number of positions or as nearly equivalent number of such positions as the Clearing House may deem practical to other non-defaulting Members holding opposite positions (whether reported to the Clearing House as being House, House-related or Customer positions) as at the date of such invoicing back, on a pro-rata basis, calculated as the proportion of each non-defaulting Member's opposite positions at the date of such transfer relative to the aggregate value of the defaulting Member's open positions (to be rounded down or up if the number of lots is not a whole number at the Clearing House's absolute discretion). Invoicing back shall be carried out by the Clearing House effecting and registering opposite positions between itself and each of the affected Members and thereupon settling such open positions against such opposite positions, at a price determined by the Clearing House. The Clearing House's actions, including the timing of the transfer and the price determined by the Clearing House shall be binding on all affected Members.</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		2.31.2	All costs and expenses sustained by the Clearing House in connection with any steps which are or may be taken by the Clearing House pursuant to Rule 2.31.1, including losses incurred from authorized hedging transactions and the unwinding of such hedging transactions, shall be charged to the account of the defaulted Member.
2.32.	OPEN TRADES OF OTHER SUSPENDED OR EXPELLED MEMBERS	2.32	OPEN TRADES CONTRACTS OF OTHER SUSPENDED OR EXPELLED MEMBERS
	When a Member is suspended (including on a voluntary basis) or expelled for a violation of the Rules, other than for insolvency or default on its obligations to the Clearing House, the Clearing House may designate 1 or more Member to deal with the open contracts cleared by the suspended or expelled Member in accordance with the Clearing House's direction.	2.32.1	When a Member is suspended (including on a voluntary basis) or expelled for a violation of the Rules, other than for insolvency or default on its obligations to the Clearing House, the Clearing House may designate 1 or more Members to deal with the open contracts cleared by the suspended or expelled Member in accordance with the Clearing House's direction.
2.33.	EFFECT OF SUSPENSION OR EXPULSION	2.33	EFFECT OF SUSPENSION OR EXPULSION
	1. A Member suspended or deemed suspended for whatsoever reasons including on a voluntary basis shall not have any of the privileges of a Member during the time of his suspension. A suspended Member may be reinstated upon such conditions as the Clearing House may impose.	2.33.1	1. A Member suspended or deemed suspended for whatsoever reasons including on a voluntary basis shall not have any of the privileges—rights of a Member during the time of his suspension. A suspended Member may be reinstated upon such conditions as the Clearing House may impose.
	2. Any Member suspended or deemed suspended or expelled pursuant to any other provision of the Rules	2.33.2	2. Any Member suspended or deemed suspended or expelled pursuant to any other provision of the Rules

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	shall not take on or clear any new Contracts or trades and shall have any or all of the open contracts cleared by it transferred out or closed out pursuant to the Rules as may be appropriate.		shall not take on or clear any new Contracts or trades and shall have any or all of the open contracts cleared by it transferred out or closed out pursuant to the Rules as may be appropriate.
2.34.	MARKET DISORDERS, IMPOSSIBILITY OF PERFORMANCE, TRADE EMERGENCY	2.34	MARKET DISORDERS, IMPOSSIBILITY OF PERFORMANCE, TRADE EMERGENCY SITUATIONS AND POWERS OF CLEARING HOUSE
	<p>1. Without prejudice to Rule 1.01, in relation to any open contract, if the Clearing House through the Clearing House Committee determines that 1 of the following conditions is satisfied, namely:-</p> <p>(a) a state of war exists or is imminent or threatened and is likely to affect or has affected the normal course of business, including, but not limited to, performance under the open contract; or</p> <p>(b) the government of any nation, state or territory or any institution or agency thereof has proclaimed or given notice of its intention to exercise, vary or revoke controls which appear likely to affect the normal course of business, including, but not limited to, performance under the open contract; or</p> <p>(c) any international organisation, or any institution or agency thereof, has introduced, varied, terminated or allowed to lapse any provision so as to be likely to affect the normal course of business,</p>	2.34.1	<p>1. Without prejudice to Rule 1.01.2, if the Clearing House through the Clearing House Committee determines that 1 of the following conditions is satisfied, namely:- (a) a state of war exists or is imminent or threatened and is likely to affect or has affected the normal course of business, including, but not limited to, performance under any open contract; or (b) the government of any nation, state or territory or any institution or agency thereof has proclaimed or given notice of its intention to exercise, vary or revoke controls which appear likely to affect the normal course of business, including, but not limited to, performance under any open contract; or (c) any international organisation, or any institution or agency thereof, has introduced, varied, terminated or allowed to lapse any provision so as to be likely to affect the normal course of business, including, but not limited to,</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>including, but not limited to, performance under the open contract; or has given notice of its intention to do so or appears to be about to do so;</p> <p>then:-</p> <p>(i) the Clearing House shall be entitled to close out a contract at a price determined by the Clearing House or to require such Members to comply with any directions issued by the Clearing House regarding the performance of, or any other direction in respect of, the open contract; and</p> <p>(ii) accounts shall be made up by the Clearing House for each Member who is a party to the open contract to be closed out as aforesaid. Settlement of such accounts shall be due immediately and settlement thereof shall be made forthwith in discharge of the open contract closed out notwithstanding any further change of circumstances.</p>	<p><u>2.34.1.1</u></p> <p><u>2.34.1.2</u></p> <p><u>2.34.1A</u></p>	<p>performance under the open contract; or has given notice of its intention to do so or appears to be about to do so; <u>or an emergency exists which threatens the financial integrity of the Clearing House or any of the Members,</u> then:</p> <p><u>(i)</u> the Clearing House shall be entitled to close out a contract at a price determined by the Clearing House or to require such Members to comply with any directions issued by the Clearing House regarding the performance of, or any other direction in respect of, the open contract; and</p> <p><u>(ii)</u> accounts shall be made up by the Clearing House for each Member who is a party to the open contract to be closed out as aforesaid. Settlement of such accounts shall be due immediately and settlement thereof shall be made forthwith in discharge of the open contract closed out notwithstanding any further change of circumstances.</p> <p><u>If a Member has been found guilty of a rule violation or is found to have a record of frequent rule violations and inadequate management, which in the opinion of the Clearing House, places or may place the Clearing House at risk or the financial condition of such Member is such that it jeopardizes or may jeopardize the integrity of the Clearing</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p data-bbox="836 407 950 436"><u>2.34.1A.1</u></p> <p data-bbox="836 533 950 562"><u>2.34.1A.2</u></p> <p data-bbox="836 688 950 718"><u>2.34.1A.3</u></p> <p data-bbox="836 814 950 844"><u>2.34.1A.4</u></p> <p data-bbox="836 911 950 940"><u>2.34.1A.5</u></p> <p data-bbox="836 1478 950 1507"><u>2.34.1A.6</u></p> <p data-bbox="836 1667 933 1696"><u>2.34.1B</u></p>	<p data-bbox="998 281 1383 373"><u>House, the Clearing House may carry out 1 or more of the following against the Member:-</u></p> <p data-bbox="998 407 1383 499"><u>order it to cease and desist from conduct found to be in violation of the Rules;</u></p> <p data-bbox="998 533 1383 659"><u>prescribe such additional capital requirements as the Clearing House deems necessary;</u></p> <p data-bbox="998 688 1383 781"><u>prescribe such position limits as the Clearing House deems necessary;</u></p> <p data-bbox="998 814 1383 877"><u>impose a fine against it, not exceeding S\$25,000;</u></p> <p data-bbox="998 911 1383 1444"><u>order the Member to liquidate all or any portion of the open contracts cleared by it which are open contracts under its House Accounts and/or open contracts of its Customers as the Clearing House deems necessary for ensuring a fair and orderly market or for ensuring the integrity of, and proper management of systemic risk in the futures market and/or transfer all or any portion of the open contracts clearing by such Member to 1 or more Members; and</u></p> <p data-bbox="998 1478 1383 1633"><u>reprimand, suspend, expel or impose such other sanction or penalty or take such other actions it deems fit against such Member.</u></p> <p data-bbox="998 1667 1383 1913"><u>If the Clearing House determines that an emergency exists which threatens the financial integrity of the Clearing House or any of the Members, it may take any of the actions referred to at Rules 2.34.1A.1 to 2.34.1A.6 and/or</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>order special or advance margins or funds to be deposited with the Clearing House from all or any Member(s) or from Members having cleared particular long, and/or short contracts which remain open.</u></p> <p><u>As soon as practicable, the Authority shall be notified of such actions. Nothing in this Rule 2.34 shall in any way limit the authority of the Board or any other committee to act in an emergency situation in accordance with the Rules.</u></p>
	<p>2. If the Clearing House determines in accordance with the Rules that an excessive position or unwarranted speculation or any other undesirable situation or practice is developing or has developed which is affecting or capable of affecting a market in a Commodity or any Contract, the Clearing House may take such action in respect of 1 or more open contracts for such Commodity or such Contract in a Member's name as may be provided by the Rules, or as may be agreed between the Relevant Market in respect of such Commodity or such Contract and the Clearing House.</p>	<p>2.34.2</p>	<p>2. If the Clearing House determines in accordance with the Rules that an excessive position or unwarranted speculation or any other undesirable situation or practice is developing or has developed which is affecting or capable of affecting a market in a Commodity or any Contract, the Clearing House may take such action in respect of 1 or more open contracts for such Commodity or such Contract in a Member's name as may be provided by the Rules, or as may be agreed between the Relevant Market in respect of such Commodity or such Contract and the Clearing House.</p>
<p>2.35.</p>	<p>FORCE MAJEURE</p>	<p>2.35</p>	<p>FORCE MAJEURE</p>
	<p>1. Without prejudice to Rule 1.01, the Clearing House shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the terms of these Rules or of any Contract if such failure,</p>	<p>2.35.1</p>	<p>1. Without prejudice to Rule 1.01,2, the Clearing House shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the terms of these Rules or of any Contract if such failure,</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>hindrance or delay arises out of events or circumstances beyond its control. Such events or circumstances may include, but are not limited to, acts of God or the public enemy, acts of a civil or military authority other than the acts referred in Rule 2.34 above, embargoes, fire, flood, labour dispute, unavailability or restriction of computer or data processing facilities, energy supplies, or of bank transfer systems or wires, and any other causes beyond the Clearing House's reasonable control.</p>		<p>hindrance or delay arises out of events or circumstances beyond its control. Such events or circumstances may include, but are not limited to, acts of God or the public enemy, acts of a civil or military authority other than the acts referred in Rule 2.34 above, embargoes, fire, flood, labour dispute, unavailability or restriction of computer or data processing facilities, energy supplies, or of bank transfer systems or wires, and any other causes beyond the Clearing House's reasonable control.</p>
	<p>2. On the happening of any 1 or more of the events or circumstances referred to in sub-paragraph 1. above, the Clearing House and any party affected shall immediately notify the same to the relevant party or parties.</p>	<p>2.35.2</p>	<p>2. On the happening of any 1 or more of the events or circumstances referred to in sub-paragraph 1. Rule 2.35.1 above, the Clearing House and any party affected shall immediately notify the same to the relevant party or parties.</p>
	<p>3. In respect of affected Contracts, the Clearing House shall be entitled at any time after the receipt of such notice by the Clearing House or any relevant Member or Third Party, to close out some or all Contracts in the relevant Member's name at a price determined by the Clearing House, or to take such other action as it deems necessary or desirable in respect of some or all of the affected Contracts in the relevant Member's name or require the relevant Member to take such action as the Clearing House may direct in respect of the same.</p>	<p>2.35.3</p>	<p>3. In respect of affected Contracts, the Clearing House shall be entitled at any time after the receipt of such notice by the Clearing House or any relevant Member or Third Party, to close out some or all Contracts in the relevant Member's name at a price determined by the Clearing House, or to take such other action as it deems necessary or desirable in respect of some or all of the affected Contracts in the relevant Member's name or require the relevant Member to take such action as the Clearing House may direct in respect of the same.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>4. Without prejudice to the generality of the foregoing, the Clearing House shall not be liable for any failure, hindrance or delay in the performance (in whole or in part) of any of its obligations to Members with regard to any securities or instruments accepted as margin where such failure, hindrance or delay arises from causes beyond the Clearing House’s control, such as but not limited to the failure whether partial or total, interruption or suspension of any depository or custodian or other service (“depository”, which expression shall include banks or financial institutions with which cash, securities or instruments are placed with) the Clearing House is using, the termination or suspension of the Clearing House’s membership or use of the depository or any variation of the depository’s operational timetable, whether or not occasioned by action of the depository operator or other party, or any embargo, unavailability or restriction of bank transfer systems or wires, malfunction or overload of the depository or other emergency.</p>	<p>4 2.35.4</p>	<p>Without prejudice to the generality of the foregoing, the Clearing House shall not be liable for any failure, hindrance or delay in the performance (in whole or in part) of any of its obligations to Members with regard to any securities or instruments accepted as margin where such failure, hindrance or delay arises from causes beyond the Clearing House’s control, such as but not limited to the failure whether partial or total, interruption or suspension of any depository or custodian or other service (“depository”, which expression shall include banks or financial institutions with which cash, securities or instruments are placed with) the Clearing House is using, the termination or suspension of the Clearing House’s membership or use of the depository or any variation of the depository’s operational timetable, whether or not occasioned by action of the depository operator or other party, or any embargo, unavailability or restriction of bank transfer systems or wires, malfunction or overload of the depository or other emergency.</p>
<p>2.36.</p>	<p>FEES, LEVIES AND CHARGES.</p> <p>The Clearing House may from time to time for the purposes of meeting the expenses of the Clearing House or otherwise, impose fees, levies and charges</p>	<p>2.36 2.36.1</p>	<p>FEES, LEVIES AND CHARGES</p> <p>The Clearing House may from time to time for the purposes of meeting the expenses of the Clearing House or otherwise, impose fees, levies and charges</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>to be paid by Members in such respects and on such terms as the Clearing House may prescribe. The Clearing House shall give notice of such fees, levies and charges by means of Directives or other means as the Clearing House in its sole discretion shall deem fit.</p> <p>A Member who fails to pay any fee, levy or charge within 30 days of it becoming payable shall be notified in writing by the Clearing House of such arrears.</p> <p>If the arrears are not paid in by the Member within 10 days of the date of despatch of such notice, the Member shall be subject to disciplinary proceedings in accordance with the Rules.</p>		<p>to be paid by Members in such respects and on such terms as the Clearing House may prescribe. The Clearing House shall give notice of such fees, levies and charges by means of Directives or other means as the Clearing House in its sole discretion shall deem fit.</p> <p>A Member who fails to pay any fee, levy or charge within 30 days of it becoming payable shall be notified in writing by the Clearing House of such arrears.</p> <p>If the arrears are not paid in by the Member within 10 days of the date of despatch of such notice, the Member shall be subject to disciplinary proceedings in accordance with the Rules.</p>
2.37.	<p>CONTRACT CLAUSE</p> <p>All Contracts including Designated Futures Contracts shall be made subject to the Rules, the FTA and FTR and all Members shall ensure that in their agreements with any Third Party to provide its clearing services that it be so provided and agreed.</p>	2.37 <u>2.37.1</u>	<p>CONTRACT CLAUSE</p> <p>All Contracts including Designated Futures Contracts shall be made subject to the Rules, the FTA SFA and FTR SFR and all Members shall ensure that in their agreements with any Third Party to provide its clearing services that it be so provided and agreed.</p>
2.38	<p>THE AUTHORITY</p> <p>The responsibility for the conduct and supervision of the Clearing House shall rest with the Board but the Clearing House shall be subject to the supervision of the Authority. The Clearing House may enter into arrangements with the Authority as in the opinion of the Board may be conducive to the objectives of the Clearing House and for the supervision of the Clearing House, and the Clearing</p>	2.38 <u>2.38.1</u>	<p>THE AUTHORITY</p> <p>The responsibility for the conduct and supervision of the Clearing House shall rest with the Board but the Clearing House shall be subject to the supervision of the Authority. The Clearing House may enter into arrangements with the Authority as in the opinion of the Board may be conducive to the objectives of the Clearing House and for the supervision of the Clearing House, and the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	House may give to the Authority any information or document relating to transactions in the Clearing House or relating to any Member or any other person who shall be subject to the Rules.		Clearing House may give to the Authority any information or document relating to transactions in the Clearing House or relating to any Member or any other person who shall be subject to the Rules.
2.39	<p>INFORMATION AND REPORTS</p> <p>The Clearing House may from time to time make available to a Participating Market all information and documents relating to the transactions in respect of any Designated Futures Contracts or relating to any Member in respect of such Designated Futures Contracts. Without prejudice to the generality of the foregoing the Clearing House may from time to time provide a Participating Market with reports on the large positions (as determined by the Clearing House from time to time) in any Designated Futures Contracts on the books of any of its Members.</p> <p>The Clearing House may from time to time provide any information in relation to any Member or its account(s) to the Exchange.</p>	2.39 2.39.1	<p>INFORMATION AND REPORTS</p> <p>The Clearing House may from time to time make available to a Participating Market all information and documents relating to the transactions in respect of any Designated Futures Contracts or relating to any Member in respect of such Designated Futures Contracts. Without prejudice to the generality of the foregoing the Clearing House may from time to time provide a Participating Market with reports on the large positions (as determined by the Clearing House from time to time) in any Designated Futures Contracts on the books of any of its Members.</p> <p>The Clearing House may from time to time provide any information in relation to any Member or its account(s) to the Exchange.</p>
2.40.	<p>RULES AND ALTERATION</p> <p>Upon prior written notification to the Authority, the Rules may from time to time be made, altered or repealed for the administration of the Clearing House, for the admission and regulation of Members, for the creation and regulation of any class of Membership and the rights and obligations attaching thereto, for the access to and regulation of the business in the Clearing House, for the</p>	2.40.	<p>RULES AND ALTERATION</p> <p>Upon prior written notification to the Authority, the Rules may from time to time be made, altered or repealed for the administration of the Clearing House, for the admission and regulation of Members, for the creation and regulation of any class of Membership and the rights and obligations attaching thereto, for the access to and regulation of the business in the Clearing House, for the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	resolution of disputes and for such other purposes as may be thought fit.		resolution of disputes and for such other purposes as may be thought fit.
2.41.	<p>WAIVER</p> <p>No failure by the Clearing House to exercise, nor delay on its part in exercising, any of its rights (in whole or in part) under the Rules shall operate as a waiver of the Clearing House's rights or remedies upon that or any subsequent occasion, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or any other right or remedy.</p>	2.41.	<p>WAIVER</p> <p>No failure by the Clearing House to exercise, nor delay on its part in exercising, any of its rights (in whole or in part) under the Rules shall operate as a waiver of the Clearing House's rights or remedies upon that or any subsequent occasion, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or any other right or remedy.</p>
2.42.	<p>APPLICABLE LAW AND CONFLICT</p> <p>1. The Rules shall be governed by and construed in accordance with the laws of Singapore.</p> <p>2. In the event of any inconsistency between any provision of the Rules and the rules of any Relevant Market, the provision of the Rules shall prevail as between any Member and the Clearing House.</p>	2.42. 1.06	<p>APPLICABLE LAW AND CONFLICT</p> <p>1. The Rules shall be governed by and construed in accordance with the laws of Singapore.</p> <p>2. In the event of any inconsistency between any provision of the Rules and the rules of any Relevant Market, the provision of the Rules shall prevail as between any Member and the Clearing House.</p>
2.43.	<p>NOTICE TO MEMBERS</p> <p>1. Except as otherwise specifically provided by the Rules, any notice to any Member shall be effected by way of letter or facsimile or any electronic means (as the Clearing House shall in its sole discretion deem fit) and, in the case of delivery by letter or facsimile, respectively posted or delivered personally to the last known address or sent</p>	2.43	<p>NOTICE TO MEMBERS</p> <p>1. Except as otherwise specifically provided by the Rules, any notice to any Member shall be effected by way of letter or facsimile or any electronic means (as the Clearing House shall in its sole discretion deem fit) and, in the case of delivery by letter or facsimile, respectively posted or delivered personally to the last known address or sent</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>to the facsimile number of the Member as notified to the Clearing House.</p> <p>2. Such notice to the Member shall be deemed to have been duly served, if delivered personally, immediately upon delivery, or if transmitted by facsimile, upon the generation of a successful transmission report from the facsimile machine, or if sent by prepaid post, 2 days (for local mail) and 7 days (for overseas airmail) after posting and in proving the same it shall be sufficient to show that such notice, demand or communication was (in the case of delivery) duly addressed, or (in the case of sending by prepaid post) contained in an envelope which was duly addressed, stamped and posted, or (in the case of facsimile transmission) was duly transmitted from the despatching facsimile machine, as evidenced by a successful transmission report generated by such machine.</p>	<p>2.43.2</p>	<p>to the facsimile number of the Member as notified to the Clearing House.</p> <p>2. Such notice to the Member shall be deemed to have been duly served, if delivered personally, immediately upon delivery, or if transmitted by facsimile, upon the generation of a successful transmission report from the facsimile machine, or if sent by prepaid post, 2 days (for local mail) and 7 days (for overseas airmail) after posting and in proving the same it shall be sufficient to show that such notice, demand or communication was (in the case of delivery) duly addressed, or (in the case of sending by prepaid post) contained in an envelope which was duly addressed, stamped and posted, or (in the case of facsimile transmission) was duly transmitted from the despatching facsimile machine, as evidenced by a successful transmission report generated by such machine.</p>

Table showing changes to Chapter 3 of the Current SGX-DC Rules

CURRENT RULE

NEW RULE

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
3.01.	<p>COMMITTEES</p> <p>The following Committees are hereby established:-</p> <ul style="list-style-type: none"> - Clearing House Committee - Disciplinary Committee - Appeals Committee <p>The Board may appoint committees consisting of such Director(s) and/or such other persons as it thinks fit except that, unless the Board expressly provides otherwise, membership on the Clearing House Committee shall be limited to officers and employees of Members. Committee Members shall serve until new committees are appointed. The Board may however change the membership of a committee at any time.</p> <p>Unless the Board otherwise decides, the Board shall appoint not less than three members to any committee. The Board shall determine the persons who shall be the chairman and deputy chairman of a committee. A quorum for the meeting of any committee shall consist of a majority of the members of the committee. A resolution in writing signed by a majority of the committee members shall be as effective as a resolution passed at a meeting of the committee.</p> <p>All meetings shall be called upon the request of the chairman of the committee. In the absence of the chairman, the function of that office shall be performed by the deputy chairman of the</p>	3.01.	<p>COMMITTEES</p> <p>The following Committees are hereby established:-</p> <p>— Clearing House Committee</p> <p>— Disciplinary Committee</p> <p>— Appeals Committee</p> <p>The Board may appoint committees consisting of such Director(s) and/or such other persons as it thinks fit except that, unless the Board expressly provides otherwise, membership on the Clearing House Committee shall be limited to officers and employees of Members. Committee Members shall serve until new committees are appointed. The Board may however change the membership of a committee at any time.</p> <p>Unless the Board otherwise decides, the Board shall appoint not less than three members to any committee. The Board shall determine the persons who shall be the chairman and deputy chairman of a committee. A quorum for the meeting of any committee shall consist of a majority of the members of the committee. A resolution in writing signed by a majority of the committee members shall be as effective as a resolution passed at a meeting of the committee.</p> <p>All meetings shall be called upon the request of the chairman of the committee. In the absence of the chairman, the function of that office shall be performed by the deputy chairman of the committee or by the Chairman.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>committee or by the Chairman. Chairmen of committees and others acting in the capacity of chairman shall have a casting vote in the event of an equality of votes. Committee members shall not be entitled to vote by proxy.</p> <p>Minutes of each meeting shall be kept by the relevant committee.</p>		<p>Chairmen of committees and others acting in the capacity of chairman shall have a casting vote in the event of an equality of votes. Committee members shall not be entitled to vote by proxy.</p> <p>Minutes of each meeting shall be kept by the relevant committee.</p>
3.02.	<p>MEMBERSHIP ON COMMITTEES</p> <p>No person shall serve on the Clearing House Committee, Disciplinary Committee or Appeals Committee unless he has undertaken to the Clearing House in such form as may be acceptable to the Clearing House that he will not at any time make known in any manner any information regarding the business of any person or any other confidential information which may come to his attention in his official capacity as a committee member except when reporting to the Clearing House or to a committee concerned with such information, or when called upon to testify in any judicial or administrative proceeding.</p>	3.02.	<p>MEMBERSHIP ON COMMITTEES</p> <p>No person shall serve on the Clearing House Committee, Disciplinary Committee or Appeals Committee unless he has undertaken to the Clearing House in such form as may be acceptable to the Clearing House that he will not at any time make known in any manner any information regarding the business of any person or any other confidential information which may come to his attention in his official capacity as a committee member except when reporting to the Clearing House or to a committee concerned with such information, or when called upon to testify in any judicial or administrative proceeding.</p>
3.03.	<p>CLEARING HOUSE COMMITTEE</p> <p>The Clearing House Committee shall recommend to the Board policies and guidelines relating to risk management, including without limitation policies and guidelines relating to:-</p> <ol style="list-style-type: none"> a. membership, capital, financial and segregation requirements; b. margin requirements; c. daily settlements; d. Clearing House systems and operations; 	3.03.	<p>CLEARING HOUSE COMMITTEE</p> <p>The Clearing House Committee shall recommend to the Board policies and guidelines relating to risk management, including without limitation policies and guidelines relating to:-</p> <ol style="list-style-type: none"> a. membership, capital, financial and segregation requirements; b. margin requirements; c. daily settlements; d. Clearing House systems and operations;

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>e. position limits and position reporting; and</p> <p>f. calls for special or advance margins or funds pursuant to Rule 4.07.</p> <p>The Clearing House Committee may conduct investigations and hearings on those matters over which it is assigned jurisdiction under the Rules.</p>		<p>e. position limits and position reporting; and</p> <p>f. calls for special or advance margins or funds pursuant to Rule 4.07.</p> <p>The Clearing House Committee may conduct investigations and hearings on those matters over which it is assigned jurisdiction under the Rules.</p>
3.04.	DISCIPLINARY COMMITTEE The Disciplinary Committee may conduct hearings and investigations on those matters over which it is assigned jurisdiction by Chapter 4.	3.04 3.01	DISCIPLINARY COMMITTEE The Disciplinary Committee may conduct hearings and investigations on those matters over which it is assigned jurisdiction by Chapter 4.
		3.01.1	
		3.01.2	<u>The Disciplinary Committee comprises persons appointed by the Board. No director, officer or employee of the Clearing House may be appointed.</u>
		3.01.3	<u>The Board determines the chairman and deputy chairman of the Disciplinary Committee. In the absence of the chairman, the deputy chairman will have all the powers of the chairman.</u>
		3.01.4	<u>The Disciplinary Committee has a quorum of 3 (including the chairman) when the meeting proceeds to business but may complete any business of a meeting with 2 Disciplinary Committee Members. In the case of an equality of votes, the chairman of the meeting will be entitled to a casting vote.</u>
		3.01.5	<u>The chairman will appoint a date, time and place for the hearing. The Clearing House and the Member charged must be given reasonable notice of the hearing.</u>
		3.01.6	<u>Members of the Disciplinary</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>Committee must notify the chairman before, or during, the hearing of any possible conflict of interest in relation to a charge. The chairman will decide whether the Disciplinary Committee Member concerned should attend the hearing of that charge. The chairman must abstain from hearing a charge in which he may have a conflict of interest.</u>
		<u>3.01.7</u>	<u>The Disciplinary Committee may adjourn and reconvene its proceedings as it thinks fit.</u>
		<u>3.01.8</u>	<u>Except where it is expressly provided in the Rules, the Disciplinary Committee may establish its own procedures.</u>
3.05.	APPEALS COMMITTEE The Appeals Committee may conduct appellate hearings and investigations over which it is assigned jurisdiction by Chapter 4.	3.05 <u>3.02</u>	APPEALS COMMITTEE The Appeals Committee may conduct appellate hearings and investigations over which it is assigned jurisdiction by Chapter 4.
		<u>3.02.2</u>	<u>The Appeals Committee comprises persons appointed by the SGX Board and approved by the Authority provided that:-</u>
		<u>3.02.2.1</u>	<u>no director, officer or employee of SGX or any of its related companies may be appointed;</u>
		<u>3.02.2.2</u>	<u>a majority are not directors, officers or employees of the members of SGX or its subsidiaries; and</u>
		<u>3.02.2.3</u>	<u>a majority are not substantial shareholders of SGX or directors, officers or employees of any substantial shareholder of SGX.</u>
		<u>3.02.3</u>	<u>The powers of the Appeals Committee include:-</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p><u>3.02.3.1</u></p> <p><u>3.02.3.2</u></p> <p><u>3.02.3.3</u></p> <p><u>3.02.3.4</u></p>	<p><u>all the powers of the Disciplinary Committee;</u></p> <p><u>increasing or reducing penalties, and overturning, varying or upholding any decision of the Disciplinary Committee;</u></p> <p><u>hearing appeals in accordance with the Rules; and</u></p> <p><u>dealing with such other matters as the SGX Board gives it (either generally or in a particular case).</u></p>
		<p><u>3.02.4</u></p>	<p><u>The Appeals Committee elects a chairman from among the Appeals Committee Members.</u></p>
		<p><u>3.02.5</u></p>	<p><u>The Appeals Committee has a quorum of 3 (including the chairman) when the meeting proceeds to business but may complete any business of a meeting with 2 Appeals Committee Members. In the case of an equality of votes, the chairman will be entitled to a casting vote.</u></p>
		<p><u>3.02.6</u></p>	<p><u>The chairman will appoint a date, time and place for the hearing. The appellant and the respondent must be given reasonable notice of the hearing.</u></p>
		<p><u>3.02.7</u></p>	<p><u>Members of the Appeals Committee must notify the chairman before, or during, the hearing of any possible conflict of interest in relation to an appeal. The chairman will decide whether the Appeal Committee Members concerned should attend the hearing of that appeal. The chairman must abstain from hearing an appeal in which he may have a conflict of interest.</u></p>
		<p><u>3.02.8</u></p>	<p><u>The Appeals Committee may adjourn and reconvene its</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>proceedings as it thinks fit. If the parties to an appeal are not attending the hearing, the Appeals Committee may hear the appeal by way of a resolution in writing.</u></p>
		<p>3.02.9</p>	<p><u>Except where it is expressly provided in the Rules, the Appeals Committee may establish its own procedures.</u></p>

Table showing changes to Chapter 4 of the Current SGX-DC Rules

<u>CURRENT RULE</u>		<u>NEW RULE</u>	
Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
4.01	<p>GENERAL PROVISIONS</p> <p>The Rules are intended to ensure the financial integrity of the Clearing House and to try to ensure its ability to discharge its clearing or other obligations to the Relevant Markets and to provide protection to its Members against unwarranted liability arising otherwise than as a consequence upon its own clearing of Contracts. To that end, the Board has appointed officers and established committees to which it has delegated responsibility for the investigation, hearing and imposition of fines or other disciplinary actions for violations of any provision of the Rules.</p> <p>For the purposes of the enforcement of the Rules, the reference to "Respondent" shall, except where the context requires otherwise, refer to Members.</p>	4.01	<p>GENERAL PROVISIONS</p> <p>The Rules are intended to ensure the financial integrity of the Clearing House and to try to ensure its ability to discharge its clearing or other obligations to the Relevant Markets and to provide protection to its Members against unwarranted liability arising otherwise than as a consequence upon its own clearing of Contracts. To that end, the Board has appointed officers and established committees to which it has delegated responsibility for the investigation, hearing and imposition of fines or other disciplinary actions for violations of any provision of the Rules.</p> <p>For the purposes of the enforcement of the Rules, the reference to "Respondent" shall, except where the context requires otherwise, refer to Members.</p>
		4.01A	CLEARING HOUSE INVESTIGATIONS
		4.01A.1	The Clearing House may conduct an investigation if:
		4.01A.1.1	the investigation involves a possible breach of the SFA, SFR or Rules;
		4.01A.1.2	the Clearing House receives a written complaint involving a Member, director, officer, employee or agent;
		4.01A.1.3	there is a dispute between Members on a clearing or

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		4.01A.1.4	<u>settlement matter; or</u> <u>in the Clearing House’s opinion, the circumstances warrant.</u>
		4.01A.2	<u>The Clearing House will conduct an investigation if the Authority directs.</u>
		4.01A.3	<u>The Clearing House may require a Member, any of its directors, officers, employees or agents to:</u>
		4.01A.3.1	<u>render all assistance as the Clearing House requires, at the Clearing House’s premises or elsewhere; and</u>
		4.01A.3.2	<u>provide the Clearing House with information, books and records which, in the Clearing House’s opinion, may be relevant to the investigation.</u>
		4.01A.4	<u>A Member, director, officer, employee or agent must not wilfully make, furnish or permit the making or furnishing of any false or misleading information, statement or report to the Clearing House.</u>
		4.01A.5	<u>The Clearing House may appoint any person or persons to assist in its investigation (the “Clearing House Examiners”).</u>
		4.01A.6	<u>The Clearing House may delegate all or any of its powers under this Rule to the Clearing House Examiner. The Clearing House Examiner must report the results of the investigation to the Clearing House.</u>
		4.01B	<u>CLEARING HOUSE INSPECTIONS</u>
		4.01B.1	<u>The Clearing House may conduct an inspection on a Member at any time, and may appoint any</u>

Chapter / Rule Number	Current Rule
4.02	THE PRESIDENT
	<p>The President or, in his absence, the person acting in the capacity of President, shall be entitled to investigate all complaints relating to any rule violations and offences (collectively “rule violations”) and to this end:-</p> <ol style="list-style-type: none"> he shall have available to him at all times the facilities of the Clearing House to conduct investigations of complaints of rule violations; he shall have the authority to inspect the books and records of all Respondents; he may require any Respondent to appear before him and produce its books and records and answer questions regarding a violation of the Rules; he may conduct a hearing

Chapter / Rule Number	New Rule
	person or persons to conduct the inspection (the “Clearing House Inspectors”).
4.01B.2	A Member, director, officer, employee or agent must give the Clearing House Inspector access to all information, books and records as requested.
4.01B.3	The Clearing House will give a copy of the inspection report to the Member concerned.
4.01B.4	The Clearing House may charge a fee for the inspection. The fee is payable immediately by Members.
4.02	THE PRESIDENT
	<p>The President or, in his absence, the person acting in the capacity of President, shall be entitled to investigate all complaints relating to any rule violations and offences (collectively “rule violations”) and to this end:-</p> <ol style="list-style-type: none"> he shall have available to him at all times the facilities of the Clearing House to conduct investigations of complaints of rule violations; he shall have the authority to inspect the books and records of all Respondents; he may require any Respondent to appear before him and produce its books and records and answer questions regarding a violation of the Rules; he may conduct a hearing of

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>of the relevant rule violation in accordance with Rule 4.05 and/or may summarily deal with the relevant rule violation in accordance with the Rules; and/or</p> <p>e. he may impose and/or enforce such disciplinary action or penalty on the Respondent as he may deem fit.</p> <p>The President may delegate his powers of investigation and other powers under this Chapter to any person, the Board or committee constituted by him either generally or in relation to particular investigations and/or may require any Respondent to assist him or his delegate in any investigation. The President shall, at the conclusion of every such investigations, either deal with the matter himself or, if he determines sufficient cause exists to merit a hearing before a committee (including the Disciplinary Committee), forward his recommendation that a hearing be held to the chairman of such committee as he determines should conduct the hearing.</p>		<p>the relevant rule violation in accordance with Rule 4.05 and/or may summarily deal with the relevant rule violation in accordance with the Rules; and/or</p> <p>e. he may impose and/or enforce such disciplinary action or penalty on the Respondent as he may deem fit.</p> <p>The President may delegate his powers of investigation and other powers under this Chapter to any person, the Board or committee constituted by him either generally or in relation to particular investigations and/or may require any Respondent to assist him or his delegate in any investigation. The President shall, at the conclusion of every such investigations, either deal with the matter himself or, if he determines sufficient cause exists to merit a hearing before a committee (including the Disciplinary Committee), forward his recommendation that a hearing be held to the chairman of such committee as he determines should conduct the hearing.</p>
4.03.	CLEARING HOUSE COMMITTEE¹	4.03.	CLEARING HOUSE COMMITTEE²
	The Clearing House Committee may conduct investigations and hearings on those matters over which it has been assigned jurisdiction under the Rules. The Clearing House Committee may impose additional minimum capital and financial		The Clearing House Committee may conduct investigations and hearings on those matters over which it has been assigned jurisdiction under the Rules. The Clearing House Committee may impose additional minimum capital and financial

¹ Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

² ~~Revised, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>requirements and position limits on 1 or more Members based on their capital assets, open positions and such other criteria as the committee may deem appropriate. The Clearing House Committee shall recommend to the Clearing House any capital, financial or segregation requirement or procedure as the committee may deem appropriate, including without limitation any revision of the financial resources or adjusted net head office funds requirements as the case may be, position limits or any other limitation on positions that the Clearing House may have approved. The Clearing House Committee shall also have emergency power pursuant to Rule 4.07:2. During emergencies or such periods in which the committee believes that large fluctuations in the price of any Contract or contract is likely to occur, it may order such margin changes as it deems necessary to protect the financial integrity of the Clearing House.</p> <p>Without derogating from the general powers of the Board or the duty and powers of the President as provided for in this Chapter 4, the Clearing House Committee shall, unless specifically resolved otherwise by the Board, have jurisdiction to enforce the provisions of the Rules pertaining to the following:-</p> <ol style="list-style-type: none"> a. manner of clearing and settling trades; b. functioning of the Clearing House; 		<p>requirements and position limits on 1 or more Members based on their capital assets, open positions and such other criteria as the committee may deem appropriate. The Clearing House Committee shall recommend to the Clearing House any capital, financial or segregation requirement or procedure as the committee may deem appropriate, including without limitation any revision of the financial resources or adjusted net head office funds requirements as the case may be, position limits or any other limitation on positions that the Clearing House may have approved. The Clearing House Committee shall also have emergency power pursuant to Rule 4.07:2. During emergencies or such periods in which the committee believes that large fluctuations in the price of any Contract or contract is likely to occur, it may order such margin changes as it deems necessary to protect the financial integrity of the Clearing House.</p> <p>Without derogating from the general powers of the Board or the duty and powers of the President as provided for in this Chapter 4, the Clearing House Committee shall, unless specifically resolved otherwise by the Board, have jurisdiction to enforce the provisions of the Rules pertaining to the following:-</p> <ol style="list-style-type: none"> a. manner of clearing and settling trades; b. functioning of the Clearing House;

Chapter / Rule Number	Current Rule
	<p>c. margin and financial integrity of Members; and</p> <p>d. business conduct of and compliance with the Rules by Members.</p>
4.04.	ASSIGNMENT FOR HEARING TO DISCIPLINARY COMMITTEE
	<p>If, during or after investigation by the President (or such party or body as the President may delegate such investigation to) or after hearing before a committee, it is determined by majority vote that the violation of the rule concerned is of sufficient importance to warrant a direct original hearing before the Disciplinary Committee or might warrant disciplinary action in excess of the committee's authority then the committee chairman shall file with the chairman of the Disciplinary Committee as soon as is practicable his written statement setting forth the complaint or the circumstances relating to the rule violation, the results of any investigation, and if the hearing has been held and completed, the findings and recommendations of the committee concerned.</p>
	No proceeding or determination in respect of a rule violation shall be annulled, avoided, called into question or set aside

Chapter / Rule Number	New Rule
	<p>c. margin and financial integrity of Members; and</p> <p>d. business conduct of and compliance with the Rules by Members.</p>
4.04.	ASSIGNMENT FOR HEARING TO DISCIPLINARY COMMITTEE
4.02A	<u>DISCIPLINARY ACTION</u>
	<p>If, during or after investigation by the President (or such party or body as the President may delegate such investigation to) or after hearing before a committee, it is determined by majority vote that the violation of the rule concerned is of sufficient importance to warrant a direct original hearing before the Disciplinary Committee or might warrant disciplinary action in excess of the committee's authority then the committee chairman shall file with the chairman of the Disciplinary Committee as soon as is practicable his written statement setting forth the complaint or the circumstances relating to the rule violation, the results of any investigation, and if the hearing has been held and completed, the findings and recommendations of the committee concerned.</p>
4.02A.1	<u>The Clearing House may charge a Member before the Disciplinary Committee if an investigation or inspection shows that the Member may have breached any Rules.</u>
4.02A.2	No proceeding or determination in respect of a r R ule violation shall be annulled, avoided, called into question or set aside

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	by reason of the fact that the matter under consideration may or should have been dealt with by another committee under the Rules, or that the Respondent concerned was absent from the hearing or any adjournments thereof despite having been given notice thereof.		by reason of the fact that the matter under consideration may or should have been dealt with by another committee under the Rules, or that the Respondent person concerned was absent from the hearing or any adjournments thereof despite having been given notice thereof.
4.05	<p>CONDUCT OF HEARINGS</p> <ol style="list-style-type: none"> 1. All hearings other than appeals or rehearings shall be preceded by written notice to the Respondent under investigation. 2. The notice shall :- <ol style="list-style-type: none"> a. specify the provision(s) of the Rules the Respondent is alleged or suspected of having violated (the “charges”); b. as far as is practicable under the circumstances, briefly describe the conduct of the Respondent forming the basis of the charges; c. state the time and venue of the hearing (which shall not be earlier than 5 Business Days from the date of the notice), and the hearing body before which it shall be held; d. advise the Respondent that he may be present at the hearing; and e. advise the Respondent of the opportunity to submit a written answer to the charges within such time as may be stipulated in the notice. 	4.05	<p>CONDUCT OF HEARINGS</p> <ol style="list-style-type: none"> 1. All hearings other than appeals or rehearings shall be preceded by written notice to the Respondent under investigation. 2. The notice shall :- <ol style="list-style-type: none"> a. specify the provision(s) of the Rules the Respondent is alleged or suspected of having violated (the “charges”); b. as far as is practicable under the circumstances, briefly describe the conduct of the Respondent forming the basis of the charges; c. state the time and venue of the hearing (which shall not be earlier than 5 Business Days from the date of the notice), and the hearing body before which it shall be held; d. advise the Respondent that he may be present at the hearing; and e. advise the Respondent of the opportunity to submit a written answer to the charges within such time as may be stipulated in the notice.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>3. A written answer submitted by the Respondent concerned must state clearly whether the Respondent admits or denies the charges and shall contain concise representations in response to each of the charges denied. The written answer shall also state, in relation to each charge denied, whether the Respondent still wishes to be heard, or whether such Respondent waives his right to a hearing. If all charges are admitted, the hearing shall be dispensed with and the hearing body shall notify the Respondent in writing of the penalty/sanction imposed.</p> <p>4. In relation to any charge which is denied in respect of which a Respondent waives his right to a hearing, the hearing body shall determine the matter (and may, in so determining, elect to hear or obtain evidence from any other persons it thinks fit). The hearing body shall notify its findings and decision in respect of such charge (including the penalty/sanction imposed) in writing to the Respondent concerned.</p> <p>5. The hearing body may require any Respondent, and/or Respondent's officer or employee to attend, to testify, and to produce all books and records relevant to the subject matter under</p>		<p>3. A written answer submitted by the Respondent concerned must state clearly whether the Respondent admits or denies the charges and shall contain concise representations in response to each of the charges denied. The written answer shall also state, in relation to each charge denied, whether the Respondent still wishes to be heard, or whether such Respondent waives his right to a hearing. If all charges are admitted, the hearing shall be dispensed with and the hearing body shall notify the Respondent in writing of the penalty/sanction imposed.</p> <p>4. In relation to any charge which is denied in respect of which a Respondent waives his right to a hearing, the hearing body shall determine the matter (and may, in so determining, elect to hear or obtain evidence from any other persons it thinks fit). The hearing body shall notify its findings and decision in respect of such charge (including the penalty/sanction imposed) in writing to the Respondent concerned.</p> <p>5. The hearing body may require any Respondent, and/or Respondent's officer or employee to attend, to testify, and to produce all books and records relevant to the subject matter under investigation (whether at or</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>investigation (whether at or at any time prior to the hearing) and such Respondent shall comply with and/or procure compliance by his officer(s) or employee(s) with such request. Prior to the hearing, the Respondent under investigation may examine all evidence which is to be relied upon by the Clearing House during the hearing, or is relevant to the charges.</p> <p>6. The hearing shall be controlled by the chairman of the hearing body to avoid any undue or unnecessary delay in the conduct of the hearing. The chairman shall decide the order of proceedings, including the manner of giving evidence and all other matters to ensure a just and expeditious hearing.</p> <p>7. The members of the hearing body may actively question any witness and examine all evidence or they may request the staff of the Clearing House or the Clearing House's legal advisers to conduct the examination. The Respondent under investigation may subject to the directions of the chairman, testify, produce evidence, call his own witnesses and cross examine any witness. Formal rules of evidence will not be applicable.</p> <p>8. The Respondent may be represented by another</p>		<p>at any time prior to the hearing) and such Respondent shall comply with and/or procure compliance by his officer(s) or employee(s) with such request. Prior to the hearing, the Respondent under investigation may examine all evidence which is to be relied upon by the Clearing House during the hearing, or is relevant to the charges.</p> <p>6. The hearing shall be controlled by the chairman of the hearing body to avoid any undue or unnecessary delay in the conduct of the hearing. The chairman shall decide the order of proceedings, including the manner of giving evidence and all other matters to ensure a just and expeditious hearing.</p> <p>7. The members of the hearing body may actively question any witness and examine all evidence or they may request the staff of the Clearing House or the Clearing House's legal advisers to conduct the examination. The Respondent under investigation may subject to the directions of the chairman, testify, produce evidence, call his own witnesses and cross examine any witness. Formal rules of evidence will not be applicable.</p> <p>8. The Respondent may be represented by another</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Member or their respective officers (provided such Member or officers has not been a part of or involved in any proceedings concerning the rule violation which is the subject of the hearing), but may not be represented by a Director or a member of the hearing committee or by an official of the Clearing House.</p> <p>9. Hearings may be adjourned by the hearing body at its discretion.</p> <p>10. At the conclusion of the hearing, the hearing body shall determine if the Respondent is guilty of the charges concerned and the penalty/sanction to be imposed, and may exercise all powers conferred by the Rules in respect of the rule violation(s) concerned. The hearing body may take time to consider its decision at the conclusion of a hearing. In all cases, the chairman of the hearing committee shall promptly report in writing its findings and decisions in writing to the President and shall notify the Respondent concerned.</p> <p>11. All testimony and documents produced in connection with a hearing shall be deemed confidential and shall not be revealed or otherwise used, except in connection with disciplinary proceedings resulting from the hearing or except when permitted under the Rules.</p>		<p>Member or their respective officers (provided such Member or officers has not been a part of or involved in any proceedings concerning the rule violation which is the subject of the hearing), but may not be represented by a Director or a member of the hearing committee or by an official of the Clearing House.</p> <p>9. Hearings may be adjourned by the hearing body at its discretion.</p> <p>10. At the conclusion of the hearing, the hearing body shall determine if the Respondent is guilty of the charges concerned and the penalty/sanction to be imposed, and may exercise all powers conferred by the Rules in respect of the rule violation(s) concerned. The hearing body may take time to consider its decision at the conclusion of a hearing. In all cases, the chairman of the hearing committee shall promptly report in writing its findings and decisions in writing to the President and shall notify the Respondent concerned.</p> <p>11. All testimony and documents produced in connection with a hearing shall be deemed confidential and shall not be revealed or otherwise used, except in connection with disciplinary proceedings resulting from the hearing or except when permitted under the Rules.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>12. No Director or committee member may serve on the particular hearing body if he has a personal or financial interest in the matter under consideration or if he has been a part of or been involved in any proceeding concerning the rule violation which is the subject of the hearing.</p> <p>13. The hearing body shall be at liberty at any time to amend, modify or withdraw charges against a Respondent and shall notify the Respondent of the same. The Respondent concerned may be allowed such time as the hearing body deems reasonable to reconsider any such amendments or modifications and/or to submit a written answer thereto in accordance with the Rules.</p>		<p>12. No Director or committee member may serve on the particular hearing body if he has a personal or financial interest in the matter under consideration or if he has been a part of or been involved in any proceeding concerning the rule violation which is the subject of the hearing.</p> <p>13. The hearing body shall be at liberty at any time to amend, modify or withdraw charges against a Respondent and shall notify the Respondent of the same. The Respondent concerned may be allowed such time as the hearing body deems reasonable to reconsider any such amendments or modifications and/or to submit a written answer thereto in accordance with the Rules.</p>
4.06.	HEARINGS BEFORE THE DISCIPLINARY COMMITTEE	4.06.4.03A	HEARINGS BEFORE THE DISCIPLINARY COMMITTEE POWERS
	<p>1. The Disciplinary Committee may hear any matters referred to either in its capacity as an original hearing body or as an appellate body. Any hearing of appeals by the Disciplinary Committee shall be conducted in accordance with Rules 4.08 and 4.09.</p>		<p>1. The Disciplinary Committee may hear any matters referred to either in its capacity as an original hearing body or as an appellate body. Any hearing of appeals by the Disciplinary Committee shall be conducted in accordance with Rules 4.08 and 4.09.</p>
	<p>2. The Disciplinary Committee shall have jurisdiction over such matters and such powers as may be prescribed by the Board</p>		<p>2. The Disciplinary Committee shall have jurisdiction over such matters and such powers as may be prescribed by the Board</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>from time to time including, without limitation, the power to deal with all violations of the Rules, whether on its own initiative or upon appeal and the Disciplinary Committee may reprimand, suspend, expel, fine or impose such other sanction or penalty or take such other action as it deems fit against any Member.</p> <p>Without prejudice to the above and the other provisions of the Rules, the Disciplinary Committee shall conduct original hearings with respect to any matter assigned or referred to it by:</p> <p>a. the President; and/or</p> <p>b. the Clearing House Committee; and,</p> <p>in conducting such hearings, the Disciplinary Committee shall have all such jurisdiction and exercise all such powers as may be exercised by the President or the Clearing House Committee under the Rules including, without limitation, under Rules 4.02, 4.03 and 4.07.</p>	<p>4.03A.1</p> <p>4.03A.1.1</p> <p>4.03A.1.2</p> <p>4.03A.1.3</p>	<p>from time to time including, without limitation, the power to deal with all violations of the Rules, whether on its own initiative or upon appeal and the Disciplinary Committee may reprimand, suspend, expel, fine or impose such other sanction or penalty or take such other action as it deems fit against any Member.</p> <p>Without prejudice to the above and the other provisions of the Rules, the Disciplinary Committee shall conduct original hearings with respect to any matter assigned or referred to it by:</p> <p>a. the President; and/or</p> <p>b. the Clearing House Committee; and,</p> <p>in conducting such hearings, the Disciplinary Committee shall have all such jurisdiction and exercise all such powers as may be exercised by the President or the Clearing House Committee under the Rules including, without limitation, under Rules 4.02, 4.03 and 4.07.</p> <p><u>The Disciplinary Committee may exercise its powers against a Member who:</u></p> <p><u>breaches the SFA or SFR;</u></p> <p><u>breaches the Rules;</u></p> <p><u>breaches any relevant law or regulation which governs that</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p><u>4.03A.1.4</u></p> <p><u>4.03A.1.5</u></p> <p><u>4.03A.1.6</u></p> <p><u>4.03A.1.7</u></p> <p><u>4.03A.1.8</u></p>	<p><u>Member's other business activities;</u></p> <p><u>breaches the rules of any other exchange;</u></p> <p><u>breaches any provisions involving fraud or dishonesty, whether in or out of Singapore;</u></p> <p><u>breaches director's duties;</u></p> <p><u>engages in conduct that has the effect of circumventing the SFA, SFR or the Rules;</u></p> <p><u>engages in conduct detrimental to the financial integrity, reputation, interests or operation of the Clearing House.</u></p>
		<p><u>4.03A.2</u></p>	<p><u>The Disciplinary Committee may exercise its powers against a Member if a director, officer, employee or agent breaches, or causes the Member to breach the Rules.</u></p>
		<p><u>4.03A.3</u></p>	<p><u>A former Member, is bound by the Rules in respect of acts or omissions occurring before expulsion. The Clearing House and the Disciplinary Committee retain their respective jurisdiction notwithstanding expulsion.</u></p>
		<p><u>4.03A.4</u></p> <p><u>4.03A.4.1</u></p> <p><u>4.03A.4.2</u></p> <p><u>4.03A.4.3</u></p> <p><u>4.03A.4.4</u></p> <p><u>4.03A.4.5</u></p>	<p><u>The powers of the Disciplinary Committee include:</u></p> <p><u>expelling a Member;</u></p> <p><u>suspending a Member;</u></p> <p><u>imposing a fine not exceeding S\$250,000 on a Member;</u></p> <p><u>reprimanding (publicly or privately) a Member;</u></p> <p><u>requiring an education program</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p>4.03A.4.6</p> <p>4.03A.4.7</p> <p>4.03A.4.8</p> <p>4.03A.4.9</p> <p>4.03A.4.10</p> <p>4.03A.4.11</p> <p>4.03A.4.12</p>	<p>to be undertaken;</p> <p>requiring a compliance program to be undertaken;</p> <p>imposing any restrictions or conditions on activities that a Member undertakes;</p> <p>requiring reimbursement or compensation to be paid;</p> <p>ordering payment of fine by instalments;</p> <p>ordering a stay of the penalty imposed, pending an appeal to the Appeals Committee;</p> <p>requiring any director to step down from day-to-day conduct of the business affairs of the Member; and</p> <p>appointing a manager to manage the business of the Member. The Disciplinary Committee will fix the remuneration of the manager, which must be paid by the Member. The Member is solely responsible for the manager's acts and defaults. The manager must carry out directions given by the Disciplinary Committee in relation to the business of the Member, including carrying on the business of the member in accordance with instructions.</p>
		4.04A	DISCIPLINARY COMMITTEE PROCEEDINGS
		4.04A.1	The Clearing House will give a Member charged a written notice setting out particulars of the charge.
		4.04A.2	Response to Charge
		4.04A.2.1	The following procedures apply:-

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p>a. <u>The Member charged may submit a Defence. It must be given to the Secretary of the Disciplinary Committee within 14 days from the date of the Notice of Charge.</u></p> <p>b. <u>The Clearing House may respond to the Defence. It must be given to the Member charged and the Secretary within 14 days of receipt of the Defence.</u></p> <p>c. <u>The Member charged may reply to the Response. It must be given to the Secretary within 14 days of receipt of the Response.</u></p>
		4.04A.2.2	<u>Time to comply with the deadlines may be extended by the chairman of the Disciplinary Committee or his nominee. A written request for extension must be submitted within the deadline and must set out the grounds. The decision of the chairman or his nominee is final and binding.</u>
		4.04A.2.3	<u>The Disciplinary Committee may hear a charge and exercise all its powers even if the Member charged does not file a Defence or a Reply to the Response, or its corporate representative is not present at the hearing or any adjourned hearing.</u>
		4.04A.3	<u>Legal Representation Before Disciplinary Committee</u>
		4.04A.3.1	<u>The Clearing House and the Member charged may be represented by an advocate and solicitor.</u>
		4.04A.3.2	<u>The Member charged must tell the Secretary of the Disciplinary</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>Committee in writing of the name of his legal representative at least 14 days before the hearing of the charge.</u>
		<u>4.04A.3.3</u>	<u>The Disciplinary Committee may seek the advice of an advocate and solicitor.</u>
		<u>4.04A.4</u>	<u>Evidence</u>
		<u>4.04A.4.1</u>	<u>The Clearing House and the Member charged may examine, and take copies of, the evidence which each of them intends to rely on at the hearing.</u>
		<u>4.04A.4.2</u>	<u>The Member charged must give the Clearing House a written undertaking not to disclose information received in relation to the charge to any person, except the legal representative of the Member charged for the purpose of the hearing or any appeal.</u>
		<u>4.04A.4.3</u>	<u>A breach of the undertaking constitutes a breach of the Rules.</u>
		<u>4.04A.5</u>	<u>Witnesses, Examination And Cross Examination</u>
		<u>4.04A.5.1</u>	<u>The Clearing House and the Member charged may:-</u> <u>a. examine and cross-examine witnesses; and</u> <u>b. request the attendance of a witness.</u>
		<u>4.04A.5.2</u>	<u>The Disciplinary Committee may, in its absolute discretion:-</u> <u>a. call for the attendance of any witness; and</u> <u>b. allow or disallow a request for the attendance of a</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>witness.</u>
		<u>4.04A.5.3</u>	<u>The Disciplinary Committee cannot compel the attendance of a witness.</u>
		<u>4.04A.6</u>	<u>Disciplinary Committee's Deliberation</u>
		<u>4.04A.6.1</u>	<u>Unless expressly permitted by the chairman of the Disciplinary Committee, the Clearing House and the corporate representative of the Member charged must not be present during the deliberation of a charge by the Disciplinary Committee. Failure to observe this Rule does not vitiate any decision.</u>
		<u>4.04A.7</u>	<u>Decision Of Disciplinary Committee</u>
		<u>4.04A.7.1</u>	<u>The Clearing House and the corporate representative of the Member charged may be present when the Disciplinary Committee announces its decision.</u>
		<u>4.04A.7.2</u>	<u>The Disciplinary Committee will record short written grounds of decision.</u>
		<u>4.04A.7.3</u>	<u>The Disciplinary Committee will give its written decision to the Clearing House and the Member charged.</u>
4.07.	<p>HEARINGS AND ACTIONS OF THE CLEARING HOUSE COMMITTEE</p> <p>1. Hearings</p> <p>Without prejudice to Rule 4.03, if a Respondent, at the conclusion of the hearing, is found guilty of a rule violation or is found to have a record of frequent rule violations and inadequate management which, in the opinion of the</p>	4.07.	<p>HEARINGS AND ACTIONS OF THE CLEARING HOUSE COMMITTEE</p> <p>1. Hearings</p> <p>Without prejudice to Rule 4.03, if a Respondent, at the conclusion of the hearing, is found guilty of a rule violation or is found to have a record of frequent rule violations and inadequate management which, in the opinion of the Clearing House</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Clearing House Committee, places or may place the Clearing House at risk or is found to be in a financial condition which jeopardises or may jeopardise the integrity of the Clearing House, the Clearing House Committee may in respect of such Respondent impose 1 or more of the following sanctions:-</p> <ol style="list-style-type: none"> a. order it to cease and desist from the conduct found to be in violation of the Rules; b. order it to deposit such additional margins with the Clearing House for Contracts cleared by it (whether for itself, its related entities or otherwise) as the committee deems necessary; c. prescribe such additional capital requirements as the committee deems necessary; d. prescribe such position limits as the committee deems necessary; e. impose a fine against it, not exceeding S\$25,000; f. order the Respondent to liquidate all or any portion of the open contracts cleared by it which are open contracts under its House Accounts and/or open contracts of its Customers as the committee deems necessary for ensuring a fair and orderly futures market or for ensuring the integrity of, and proper 		<p>Committee, places or may place the Clearing House at risk or is found to be in a financial condition which jeopardises or may jeopardise the integrity of the Clearing House, the Clearing House Committee may in respect of such Respondent impose 1 or more of the following sanctions:-</p> <ol style="list-style-type: none"> a. order it to cease and desist from the conduct found to be in violation of the Rules; b. order it to deposit such additional margins with the Clearing House for Contracts cleared by it (whether for itself, its related entities or otherwise) as the committee deems necessary; c. prescribe such additional capital requirements as the committee deems necessary; d. prescribe such position limits as the committee deems necessary; e. impose a fine against it, not exceeding S\$25,000; f. order the Respondent to liquidate all or any portion of the open contracts cleared by it which are open contracts under its House Accounts and/or open contracts of its Customers as the committee deems necessary for ensuring a fair and orderly futures market or for ensuring the integrity of, and proper management of systemic risk in, the

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>management of systemic risk in, the futures market, and/or transfer all or any portion of the open contracts cleared by such Respondent to 1 or more Members if the committee finds that:</p> <p>(i) the Respondent has a record of frequent rule violations and inadequate management which places or may place the Clearing House at risk; or</p> <p>(ii) the financial condition of such Respondent is such that it jeopardises or may jeopardise the integrity of the Clearing House; and</p> <p>g. reprimand, suspend, expel, fine or impose such other sanction or penalty or take such other actions it deems fit against such Respondent.</p> <p>If the committee, by majority vote, shall decide that the matter is of major importance or might warrant a disciplinary action in excess of its own authority, the chairman of the committee shall refer the matter to the Disciplinary Committee for further hearings and decision.</p> <p>2. Emergency Situations</p> <p>If the Clearing House Committee determines that an emergency exists which threatens the financial integrity of the Clearing House or any of</p>		<p>futures market, and/or transfer all or any portion of the open contracts cleared by such Respondent to 1 or more Members if the committee finds that:</p> <p>(i) the Respondent has a record of frequent rule violations and inadequate management which places or may place the Clearing House at risk; or</p> <p>(ii) the financial condition of such Respondent is such that it jeopardises or may jeopardise the integrity of the Clearing House; and</p> <p>g. reprimand, suspend, expel, fine or impose such other sanction or penalty or take such other actions it deems fit against such Respondent.</p> <p>If the committee, by majority vote, shall decide that the matter is of major importance or might warrant a disciplinary action in excess of its own authority, the chairman of the committee shall refer the matter to the Disciplinary Committee for further hearings and decision.</p> <p>2. Emergency Situations</p> <p>If the Clearing House Committee determines that an emergency exists which threatens the financial integrity of the Clearing House or any of the Members, it</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>the Members, it may, with the approval of a majority of the committee, take any of the actions referred to in Rule 4.07:1 and/or order special or advance margins or funds to be deposited with the Clearing House from all or any Member(s) or from Members having cleared particular long, and/or short contracts which remain open.</p> <p>As soon as practicable, the Board and the Authority shall be notified of such actions. Nothing in this Rule 4.07:2 shall in any way limit the authority of the Board, other committees or the President to act in an emergency situation in accordance with the Rules.</p>		<p>may, with the approval of a majority of the committee, take any of the actions referred to in Rule 4.07:1 and/or order special or advance margins or funds to be deposited with the Clearing House from all or any Member(s) or from Members having cleared particular long, and/or short contracts which remain open.</p> <p>As soon as practicable, the Board and the Authority shall be notified of such actions. Nothing in this Rule 4.07:2 shall in any way limit the authority of the Board, other committees or the President to act in an emergency situation in accordance with the Rules.</p>
4.08.	<p>APPEALS TO DISCIPLINARY COMMITTEE</p> <p>Any person found guilty of a rule violation or otherwise aggrieved by the original decision of the President or the President's delegate under Rule 4.02 may, within 10 days of any such decision, appeal to the Disciplinary Committee, whose decision shall be final. Filing of notice of appeal shall not suspend the decision appealed from unless the President or the President's delegate under Rule 4.02 from which the appeal is taken specifically directs that the decision be stayed.</p>	4.08.	<p>APPEALS TO DISCIPLINARY COMMITTEE</p> <p>Any person found guilty of a rule violation or otherwise aggrieved by the original decision of the President or the President's delegate under Rule 4.02 may, within 10 days of any such decision, appeal to the Disciplinary Committee, whose decision shall be final. Filing of notice of appeal shall not suspend the decision appealed from unless the President or the President's delegate under Rule 4.02 from which the appeal is taken specifically directs that the decision be stayed.</p>
4.09	<p>APPEALS COMMITTEE</p>	4.09 4.05A	<p>APPEALS COMMITTEE</p>
	<p>1. Any person against whom disciplinary action has been imposed or found guilty of a rule violation or an offence or otherwise aggrieved by the original decision of the Clearing</p>		<p>1. Any person against whom disciplinary action has been imposed or found guilty of a rule violation or an offence or otherwise aggrieved by the original decision of the Clearing House Committee</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	House Committee or the Disciplinary Committee may, within 10 days of any such decision, appeal to the Appeals Committee.		or the Disciplinary Committee may, within 10 days of any such decision, appeal to the Appeals Committee.
	2. The Appeals Committee shall comprise such persons as shall have been approved by the board of directors of The Singapore Exchange Limited.		2. The Appeals Committee shall comprise such persons as shall have been approved by the board of directors of The Singapore Exchange Limited.
	3. Notice of appeal setting out the grounds of appeal must be lodged with the Appeals Committee within 10 days of receipt of the decision of the relevant committee (both dates inclusive) or such longer period as the Clearing House may allow.		3. Notice of appeal setting out the grounds of appeal must be lodged with the Appeals Committee within 10 days of receipt of the decision of the relevant committee (both dates inclusive) or such longer period as the Clearing House may allow.
		4.05A.1	<u>The Clearing House or the Member charged may appeal to the Appeals Committee against the decision of the Disciplinary Committee.</u>
	4. The decision of the Appeals Committee is final and binding. ³	4.05A.2	4. The decision of the Appeals Committee is final and binding.⁴
	5. On an appeal pursuant to Rule 4.08 or the preceding provisions of this Rule 4.09, the Disciplinary Committee or the Appeals Committee, as the case may be, shall review the charges levied, the record made before the President or relevant committee, the findings and decision appealed from, the notice of appeal and any written memorandum which the		5. On an appeal pursuant to Rule 4.08 or the preceding provisions of this Rule 4.09, the Disciplinary Committee or the Appeals Committee, as the case may be, shall review the charges levied, the record made before the President or relevant committee, the findings and decision appealed from, the notice of appeal and any written memorandum which the appellant may wish to

³ Revised, effective 12 October 2005. Circular No. DC/AM-37 of 2005 (12 October 2005)

⁴ ~~Revised, effective 12 October 2005. Circular No. DC/AM-37 of 2005 (12 October 2005)~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>appellant may wish to file, provided such memorandum shall be submitted to the Clearing House, as the case may be, within 5 days of the lodging of the notice of appeal.</p>		<p>file, provided such memorandum shall be submitted to the Clearing House, as the case may be, within 5 days of the lodging of the notice of appeal.</p>
	<p>6. Appellate hearings before the Appeals Committee and the Disciplinary Committee, as the case may be, shall be conducted by the chairman of the Appeals Committee and the Disciplinary Committee, as the case may be, and shall require the presence of at least a majority of relevant committee members.</p> <p>An affirmative vote of two-thirds of the relevant committee members present shall be necessary to set aside or modify the decision from which the appeal was taken.</p>		<p>6. Appellate hearings before the Appeals Committee and the Disciplinary Committee, as the case may be, shall be conducted by the chairman of the Appeals Committee and the Disciplinary Committee, as the case may be, and shall require the presence of at least a majority of relevant committee members.</p> <p>An affirmative vote of two-thirds of the relevant committee members present shall be necessary to set aside or modify the decision from which the appeal was taken.</p>
		<u>4.06A</u>	<u>APPEALS PROCEEDINGS</u>
		<u>4.06A.1</u>	<u>NOTICE OF APPEAL AND REPLY</u>
		<u>4.06A.1.1</u>	<p><u>The following procedures apply:-</u></p> <p><u>a. The appellant must give a Notice of Appeal (setting out the full grounds of appeal) to the respondent and the Secretary of the Appeals Committee within 14 days of receipt of the Disciplinary Committee's written decision.</u></p> <p><u>b. The respondent may respond. It must be given to the appellant and the Secretary within 14 days of</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>receipt of the Notice of Appeal.</u></p> <p><u>c. The appellant may reply to the response. It must be given to the respondent and the Secretary within 14 days of receipt of the response.</u></p>
		4.06A.1.2	<p><u>Time to comply with the deadlines may be extended by the chairman of the Appeals Committee or his nominee. A written request for extension must be submitted within the deadline and must set out the grounds. The decision of the chairman or his nominee is final and binding.</u></p>
		4.06A.1.3	<p><u>The Appeals Committee may hear an appeal and exercise all its powers even if the respondent does not file a response or either party is not present at the hearing or any adjourned hearing.</u></p>
		4.06A.2	<p><u>ADMINISTRATIVE FEE FOR APPEAL</u></p>
		4.06A.2.1	<p><u>An appellant (other than the Clearing House) must pay an administrative fee of \$1,500 when submitting a Notice of Appeal.</u></p>
		4.06A.2.2	<p><u>The administrative fee is not refundable unless:-</u></p> <p><u>a. the appellant tells the Secretary of the Appeals Committee in writing of withdrawal of the appeal at least 7 days before the hearing of the appeal;</u></p> <p><u>b. the appeal is successful; or</u></p> <p><u>c. the chairman of the Appeals Committee agrees to a</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>refund, whether in full or in part.</u>
		4.06A.3	APPEALS BY REHEARING
		4.06A.3.1	<u>The Appeals Committee will determine the appeal by way of rehearing. It will only rehear that part of the decision of the Disciplinary Committee appealed against.</u>
		4.06A.3.2	<u>The Appeals Committee may receive evidence that was not presented to the Disciplinary Committee. In exercising its discretion, the Appeals Committee will consider whether the evidence was available at the time of the hearing by the Disciplinary Committee and why it was not introduced at that time.</u>
		4.06A.4	LEGAL REPRESENTATION BEFORE APPEALS COMMITTEE
		4.06A.4.1	<u>An appellant and a respondent may be represented by an advocate and solicitor.</u>
		4.06A.4.2	<u>The Secretary of the Appeals Committee must be informed in writing of the name of the legal representative at least 14 days before the hearing of the appeal.</u>
		4.06A.4.3	<u>The Appeals Committee may seek the advice of an advocate and solicitor.</u>
		4.06A.5	EVIDENCE
		4.06A.5.1	<u>The parties to an appeal may examine, and take copies of, the evidence which each of them intends to rely on at the hearing.</u>
		4.06A.5.2	<u>The undertaking under Rule 4.04A.4.2 applies.</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		4.06A.6	<u>WITNESSES, EXAMINATION AND CROSS EXAMINATION</u>
		4.06A.6.1	<u>The parties to an appeal may:-</u> <u>a. examine and cross-examine witnesses; and</u> <u>b. request the attendance of a witness.</u>
		4.06A.6.2	<u>The Appeals Committee may, in its absolute discretion:-</u> <u>a. call for the attendance of any witness; and</u> <u>b. allow or disallow a request for the attendance of a witness.</u>
		4.06A.6.3	<u>The Appeals Committee cannot compel the attendance of a witness.</u>
		4.06A.7	<u>APPEALS COMMITTEE'S DELIBERATION</u>
		4.06A.7.1	<u>Unless expressly permitted by the chairman of the Appeals Committee, the parties to an appeal must not be present during the deliberation of an appeal by the Appeals Committee. Failure to observe this Rule does not vitiate the decision.</u>
		4.06A.8	<u>DECISION OF APPEALS COMMITTEE</u>
		4.06A.8.1	<u>The parties to an appeal may be present when the Appeals Committee announces its decision.</u>
		4.06A.8.2	<u>The Appeals Committee will record short written grounds of decision.</u>
		4.06A.8.3	<u>The Appeals Committee will give</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			its written decision to all parties to an appeal.
		4.07A	PAYMENT OF COSTS
		4.07A.1	The Disciplinary Committee or Appeals Committee may require the Member charged to pay all or part of the costs of the investigation, inspection or hearing.
		4.07A.2	The Disciplinary Committee or Appeals Committee may order the costs awarded to be paid within 14 days.
		4.08A	FINE
		4.08A.1	A fine must be paid within 14 days from the date of notice, or such longer time as the chairman of the Disciplinary Committee or the Appeals Committee (as applicable), or his nominee, permits.
		4.08A.2	If the fine remains unpaid after the deadline, the Member's access to the clearing system established and maintained by the Clearing House may be suspended. The suspension ends upon full payment of the fine.
4.09A	NOTIFICATION OF DECISION⁵	4.09A	NOTIFICATION OF DECISION⁶
	1. The Clearing House will notify all Members and Authorised Members of all charges established by the Disciplinary Committee (together with such details as the Clearing House thinks appropriate).	4.09A.1	1. The Clearing House will notify all Members and Authorised Members of all charges established by the Disciplinary Committee (together with such details as the Clearing House thinks appropriate).
	2. The Clearing House may make the decision public	4.09A.2	2. The Clearing House may make the decision public

⁵ Added, effective 8 June 2005. Circular No. DC/AM 19 of 2005 (8 June 2005).

⁶ ~~Added, effective 8 June 2005. Circular No. DC/AM 19 of 2005 (8 June 2005).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>(together with such details as the Clearing House thinks appropriate). For avoidance of doubt, this includes publication of the following information:-</p> <p>a. the particulars of the Respondent;</p> <p>b. the particulars of the charge;</p> <p>c. the underlying facts in respect of the charge;</p> <p>d. the findings and decision of the Disciplinary Committee or the Appeals Committee (as applicable);</p> <p>e. the basis of the findings and decision of the Disciplinary Committee or the Appeals Committee (as applicable); and</p> <p>f. the powers exercised by the Disciplinary Committee or the Appeals Committee (as applicable).</p>	<p>4.09A.2.1</p> <p>4.09A.2.2</p> <p>4.09A.2.3</p> <p>4.09A.2.4</p> <p>4.09A.2.5</p> <p>4.09A.2.6</p>	<p>(together with such details as the Clearing House thinks appropriate). For avoidance of doubt, this includes publication of the following information:-</p> <p>a. the particulars of the Respondent Member charged;</p> <p>b. the particulars of the charge;</p> <p>c. the underlying facts in respect of the charge;</p> <p>d. the findings and decision of the Disciplinary Committee or the Appeals Committee (as applicable);</p> <p>e. the basis of the findings and decision of the Disciplinary Committee or the Appeals Committee (as applicable); and</p> <p>f. the powers exercised by the Disciplinary Committee or the Appeals Committee (as applicable).</p>
	<p>3. This Rule operates as irrevocable consent by a Member and an Authorised Member for the Clearing House to publish or notify a decision. The consent remains valid and effective notwithstanding that the person ceases to be a Member or Authorised Member. A Member or Authorised</p>	<p>4.09A.3</p>	<p>3. This Rule operates as irrevocable consent by a Member and an Authorised Member for the Clearing House to publish or notify a decision. The consent remains valid and effective notwithstanding that the person ceases to be a Member or Authorised Member. A Member or Authorised Member cannot initiate any action or</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	Member cannot initiate any action or proceeding against the Clearing House or members of the Disciplinary Committee or Appeals Committee for publishing or notifying a decision under this Rule.		proceeding against the Clearing House or members of the Disciplinary Committee or Appeals Committee for publishing or notifying a decision under this Rule.
4.10.	<p>CLASSIFICATION OF OFFENCES</p> <p>Offences under the Rules shall be classified into major offences and minor offences.</p> <p>Major offences may be dealt with by expulsion, suspension, fine not exceeding S\$50,000 or by both suspension and fine.</p> <p>Minor offences may be dealt with by a fine not exceeding S\$10,000 or suspension for not more than 1 year, or both.</p>	4.10	<p>CLASSIFICATION OF OFFENCES</p> <p>4.10.1 Offences under the Rules shall be classified into major offences and minor offences.</p> <p>4.10.2 Major offences may be dealt with by expulsion, suspension, fine not exceeding S\$250,000 or by both suspension and fine.</p> <p>4.10.3 Minor offences may be dealt with by a fine not exceeding S\$10,000 or suspension for not more than 1 year, or both.</p>
4.11.	<p>CONTINUOUS OFFENCES</p> <p>Each occasion on which a rule violation occurs or is repeated shall be regarded as a distinct offence. Where the rule violation concerned results in a condition or state of affairs that unless rectified by the Respondent is liable to continue, the Respondent shall be liable to pay, on being called upon to do so by the Board or from the relevant body hearing the matter, a fine not exceeding S\$50,000 in the case of a major offence, or a fine not exceeding S\$10,000 in the case of a minor offence, as the Board or the relevant body hearing the matter may determine, for every day during which the said rule violation, condition or state of affairs continues.</p>	4.11	<p>CONTINUOUS OFFENCES</p> <p>4.11.1 Each occasion on which a rule violation occurs or is repeated shall be regarded as a distinct offence. Where the rule violation concerned results in a condition or state of affairs that unless rectified by the Respondent Member charged is liable to continue, the Respondent Member charged shall be liable to pay, on being called upon to do so by the Board or the relevant body hearing the matter, a fine not exceeding S\$250,000 in the case of a major offence, or a fine not exceeding S\$10,000 in the case of a minor offence, as the Board or the relevant body hearing the matter may determine, for every day during which the said rule violation, condition or state of affairs continues.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
4.12.	MAJOR OFFENCES	4.12	MAJOR OFFENCES
	It shall be a major offence for a Respondent to:-	4.12.1	It shall be a major offence for a Respondent to:-
	a. be guilty of fraud or any act of bad faith or of any dishonest conduct;	4.12.1.1	a. be guilty of fraud or any act of bad faith or of any dishonest conduct;
	b. make a material misstatement to the Board, the President, the President's delegate under Rule 4.02 or to a committee, or in relation to any information supplied to the Clearing House or its officials;	4.12.1.2	b. make a material misstatement to the Board, the President, the President's delegate under Rule 4.02 the Clearing House or to a committee, or in relation to any information supplied to the Clearing House or its officials;
	c. not to take steps to prevent further Contracts having to be cleared by it after its insolvency;	4.12.1.3	c. not to take steps to prevent further Contracts having to be cleared by it after its insolvency;
	d. refuse to appear before the Board, President, the President's delegate under Rule 4.02 or any committee at a duly convened hearing, or in connection with any investigation, refuse to fully answer all questions or produce all books and records at any audit hearing or investigation, or give false testimony, or fail to produce any books or records requested by the Clearing House staff in connection with an investigation within 30 days after such request is made or fail to appear at a scheduled staff interview unless good cause is shown for such failure to appear;	4.12.1.4	d. refuse to appear before the Board, President, the President's delegate under Rule 4.02 or any committee at a duly convened hearing, or in connection with any investigation, refuse to fully answer all questions or produce all books and records at any audit hearing or investigation, or give false testimony, or fail to produce any books or records requested by the Clearing House staff in connection with an investigation within 30 days after such request is made or fail to appear at a scheduled staff interview unless good cause is shown for such failure to appear;
	e. make use of or reveal any confidential information	4.12.1.5	e. make use of or reveal any confidential information

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	obtained by reason of participating in any investigative proceeding or hearing;		obtained by reason of participating in any investigative proceeding or hearing;
	f. fail to maintain minimum financial requirements or fail to maintain the required Security Deposit;	4.12.1.6	f. fail to maintain minimum financial requirements or fail to maintain the required Security Deposit;
	g. commit an act which is substantially detrimental to the interests of the Clearing House;	4.12.1.7	g. commit an act which is substantially detrimental to the interests of the Clearing House;
	h. refuse to comply with a final arbitration award;	4.12.1.8	h. refuse to comply with a final arbitration award;
	i. refuse, after hearing, to comply with an order of the, President, the President's delegate under Rule 4.02 or any hearing committee;	4.12.1.9	i. refuse, after hearing, to comply with an order of the, President, the President's delegate under Rule 4.02 or any hearing committee;
	j. violate any provision under these Rules which cites such violation as a major offence; and	4.12.1.10	j. violate any provision under these Rules which cites such violation as a major offence; and
	k. fail to comply with any written directive from the President, the Board or any other officer or committee of the Clearing House (including but not limited to any circular, notice, letter or memorandum signed by the President, the Board or such officer or committee); and	4.12.1.11	k. fail to comply with any written directive from the President, the Board Clearing House or any other officer or committee of the Clearing House (including but not limited to any Circular, notice, letter or memorandum signed by the President, the Board Clearing House or such officer or committee); and
	l. ⁷ fail or neglect to maintain or keep complete and accurate records in accordance with the Securities and Futures Act	4.12.1.12	l. ⁸ fail or neglect to maintain or keep complete and accurate records in accordance with the Securities and Futures Act Act ("SFA") and/or

⁷ Added, effective 15 April 2003. Circular No. DC/AM-19 of 2003 (15 April 2003).

⁸ ~~Added, effective 15 April 2003. Circular No. DC/AM-19 of 2003 (15 April 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>(“SFA”) and/or Regulations or the Rules.</p> <p>For the avoidance of doubt, it shall be a major offence for a Respondent to:-</p> <p>(i) make, or cause to be made, a false or misleading entry, in hardcopy or electronic form, in any books, records, reports, slips, documents, or statements relating to the business, affairs, transactions, conditions, assets or accounts (“the Documents”) of a Member;</p> <p>(ii) omit from making, for whatever reason, a material entry in any of the Documents; or</p> <p>(iii) alter or destroy any of the Documents without a valid reason.</p> <p>Without prejudice to the foregoing, it may, at the determination of the Clearing House, be a major offence if a Member commits an offence or violation as a member of any Relevant Market.</p>	<p>Regulations SFA and/or SFR or the Rules..</p> <p>4.12.2</p> <p>For the avoidance of doubt, it shall be a major offence for a Respondent Member to:-</p> <p>4.12.2.1 (i) make, or cause to be made, a false or misleading entry, in hardcopy or electronic form, in any books, records, reports, slips, documents, or statements relating to the business, affairs, transactions, conditions, assets or accounts (“the Documents”) of a Member;</p> <p>4.12.2.2 (ii) omit from making, for whatever reason, a material entry in any of the Documents; or</p> <p>4.12.2.3 (iii) alter or destroy any of the Documents without a valid reason.</p> <p>Without prejudice to the foregoing, it may, at the determination of the Clearing House, be a major offence if a Member commits an offence or violation as a member of any Relevant Market.</p>	
4.13.	<p>MINOR OFFENCES</p> <p>Without prejudice to the Rules, it shall be a minor offence for a Respondent to:-</p> <p>a. be guilty of dishonourable or uncommercial conduct;</p> <p>b. make a false entry on a clearing sheet;</p> <p>c. fail to answer Customers’ complaints promptly;</p>	<p>4.13</p> <p>4.13.1</p> <p>Without prejudice to the Rules, it shall be an minor offence for a Respondent Member to:-</p> <p>4.13.1.1 a. be guilty of dishonourable or uncommercial conduct;</p> <p>4.13.1.2 b. make a false entry on a clearing sheet;</p> <p>4.13.1.3 c. fail to answer Customers’ complaints promptly;</p>	<p>MINOR OFFENCES</p> <p>Without prejudice to the Rules, it shall be an minor offence for a Respondent Member to:-</p> <p>a. be guilty of dishonourable or uncommercial conduct;</p> <p>b. make a false entry on a clearing sheet;</p> <p>c. fail to answer Customers’ complaints promptly;</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>d. violate any rule, the violation of which is not a major offence; and</p> <p>e. make a mis-statement to the Board, the President, the President's delegate under Rule 4.02 or to a committee, or in relation to any information supplied to the Clearing House or its officials.</p>	<p>4.13.1.4</p> <p>4.13.1.5</p>	<p>d. violate any rule, the violation of which is not a major offence; and</p> <p>e. make a mis-statement to the Board, the President, the President's delegate under Rule 4.02 the Clearing House or to a committee, or in relation to any information supplied to the Clearing House or its officials.</p>
4.14.	EFFECT OF MAJOR RULE VIOLATION	4.14.	EFFECT OF MAJOR RULE VIOLATION
	A Respondent who has at any time found guilty of a major offence shall not serve or continue to serve on any hearing committee of the Board.		A Respondent who has at any time found guilty of a major offence shall not serve or continue to serve on any hearing committee of the Board.
4.15	RESPONDENT'S INDEMNIFICATION LIABILITY TO THE CLEARING HOUSE	4.15	RESPONDENT'S INDEMNIFICATION — LIABILITY <u>MEMBER'S INDEMNITY</u> TO THE CLEARING HOUSE
	Each Respondent shall indemnify and hold the Clearing House harmless for the full amount of any judgement or settlement paid by the Clearing House in respect of any legal proceeding brought against the Clearing House as a result of an alleged violation of any laws or the Rules by such Respondent or as a result of an alleged failure of the Clearing House to detect, prevent, or otherwise act against such alleged violation.	4.15.1	Each Respondent Member shall indemnify and hold the Clearing House harmless for the full amount of any judgement or settlement paid by the Clearing House in respect of any legal proceeding brought against the Clearing House as a result of an alleged violation of any laws or the Rules by such Respondent Member or as a result of an alleged failure of the Clearing House to detect, prevent, or otherwise act against such alleged violation.
4.16	COMPLAINTS BY MEMBERS	4.16	COMPLAINTS BY MEMBERS
	1. It is the policy of the Clearing House to maintain a forum for the resolution of any dispute between	4.16.1	1. It is the policy of the Clearing House to maintain a forum for the resolution of any dispute between Members

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Members arising out of transactions on the Clearing House or of other matters pertaining to the Clearing House.</p> <p>Any Member who has a dispute, grievance or complaint against another Member may request arbitration in accordance with Chapter 5 or may file a written complaint with the Clearing House Committee or such other committee as shall be appropriate and shall thereafter appear for hearing before such committee.</p>		<p>arising out of transactions on the Clearing House or of other matters pertaining to the Clearing House.</p> <p>Any Member who has a dispute, grievance or complaint against another Member may request refer the matter to arbitration in accordance with Chapter 5 or may file a written complaint with the Clearing House as appropriate and shall thereafter appear for hearing before such committee.</p>
	<p>2. A Member who fails to exhaust the procedures set out above and in Chapter 5 may be found to have engaged in conduct which is substantially detrimental to the interest of the Clearing House.</p>	<p>4.16.2</p>	<p>2. A Member who fails to exhaust the procedures set out above and in Chapter 5 may be found to have engaged in conduct which is substantially detrimental to the interest of the Clearing House.</p>
	<p>3. A Member found guilty of having engaged in conduct which is substantially detrimental to the interest of the Clearing House may, in addition to the disciplinary actions prescribed for a major offence, be required to pay the Clearing House an amount computed to include the costs and expenses, including legal fees on an indemnity basis, incurred by the Clearing House in defending or responding to any proceeding by such Member.</p>	<p>4.16.3</p>	<p>3. A Member found guilty of having engaged in conduct which is substantially detrimental to the interest of the Clearing House may, in addition to the disciplinary actions prescribed for a major offence, be required to pay the Clearing House an amount computed to include the costs and expenses, including legal fees on an indemnity basis, incurred by the Clearing House in defending or responding to any proceeding by such Member.</p>
	<p>4. A Member who believes that another Member or</p>	<p>4.16.4</p>	<p>4. A Member who believes that another Member or the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	the Clearing House or its officials, officers, employees or representatives has acted in contravention of the law or the Rules may, without violating this Rule, complain directly to the Authority.		Clearing House or its officials, officers, employees or representatives has acted in contravention of the law or the Rules may, without violating this Rule, complain directly to the Authority.
4.17	SUPPLY OF INFORMATION	4.17	SUPPLY OF INFORMATION
	<p>1. For the purposes of this Rule:-</p> <p>"Reciprocal Arrangement" means any agreement or arrangement between the Clearing House, any Relevant Market and/or any governmental agency or regulatory authority (including, without limitation, a futures exchange or clearing house) in Singapore or elsewhere whose functions include the regulation of trading in commodities (in Singapore or elsewhere) which provides for the disclosure of information between the Clearing House, the Relevant Market and/or the other agency or authority relation to dealings in commodities (in Singapore or elsewhere).</p>	4.17.1	<p>1. For the purposes of this Rule:-</p> <p>"Reciprocal Arrangement" means any agreement or arrangement between the Clearing House, any Relevant Market and/or any governmental agency or regulatory authority (including, without limitation, a futures exchange or clearing house) in Singapore or elsewhere whose functions include the regulation of trading in commodities (in Singapore or elsewhere) which provides for the disclosure of information between the Clearing House, the Relevant Market and/or the other agency or authority relation to dealings in commodities (in Singapore or elsewhere).</p>
	<p>2. Without derogating from the powers of the Clearing House or any Relevant Market (where the Clearing Member is also a member) to obtain information and to conduct inspections and investigations relative to the affairs of a Respondent, the Clearing House may request in</p>	4.17.2	<p>2. Without derogating from the powers of the Clearing House or any Relevant Market (where the Clearing Member is also a member) to obtain information and to conduct inspections and investigations relative to the affairs of a Respondent Member, the Clearing House may request in particular</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>particular that a Respondent provide specified information relating to the terms and circumstances of, and parties to, any dealings in commodities by Customers and/or former Customers of that Respondent</p> <p>Such request shall be in writing and the Respondent shall provide the information to the Clearing House within such period as is specified by the Clearing House being a period of not less than 2 Business Days of receipt of the request.</p>		<p>that a Respondent Member provide specified information relating to the terms and circumstances of, and parties to, any dealings in commodities by Customers and/or former Customers of that Respondent Member.</p> <p>Such request shall be in writing and the Respondent Member shall provide the information to the Clearing House within such period as is specified by the Clearing House being a period of not less than 2 Business Days of receipt of the request.</p>
	<p>3. Subject to the other provisions of the Rules, the Clearing House shall take all reasonable measures to protect from unauthorised use or disclosure of information provided to the Clearing House in confidence by or on behalf of a Respondent pursuant to the Rules. For the purposes of this Rule the disclosure of information:-</p>	<p>4.17.3</p> <p>3.</p>	<p>Subject to the other provisions of the Rules, the Clearing House shall take all reasonable measures to protect from unauthorised use or disclosure of information provided to the Clearing House in confidence by or on behalf of a Respondent Member pursuant to the Rules. For the purposes of this Rule the disclosure of information:-</p>
	<p>a. pursuant to a Reciprocal Arrangement, or</p>	<p>4.17.3.1</p>	<p>a. pursuant to a Reciprocal Arrangement, or</p>
	<p>b. required to be disclosed by the Clearing House under any law or any order of any court or authority or regulatory body, or</p>	<p>4.17.3.2</p>	<p>b. required to be disclosed by the Clearing House under any law or any order of any court or authority or regulatory body, or</p>
	<p>c. which at the time of disclosure to or by the Clearing House and/or any Relevant Market, was generally available to and known by the public, or</p>	<p>4.17.3.3</p>	<p>c. which at the time of disclosure to or by the Clearing House and/or any Relevant Market, was generally available to and known by the public, or</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>d. for the purposes of monitoring compliance with and/or the enforcement of the Rules or the adjudication of such matters, or</p>	<p>4.17.3.4</p>	<p>d. for the purposes of monitoring compliance with and/or the enforcement of the Rules or the adjudication of such matters, or</p>
	<p>e. without prejudice to the generality of sub-paragraph b. above to any governmental agency or regulatory authority including, without limitation, a futures exchange or clearing house (in Singapore or elsewhere) which in the proper exercise of its powers relating to:-</p> <p>(i) the order and good government of Respondents; or</p> <p>(ii) the efficient, honest, fair, competitive and informed trading of commodities or clearing of contracts in commodities (in Singapore or elsewhere),</p> <p>requests that the Clearing House provide the information to it, shall not constitute unauthorised use or disclosure.</p>	<p>4.17.3.5</p> <p>4.17.3.5.a.</p> <p>4.17.3.5.b.</p>	<p>e. without prejudice to the generality of sub-paragraph b. Rule 4.17.3.2 above to any governmental agency or regulatory authority including, without limitation, a futures exchange or clearing house (in Singapore or elsewhere) which in the proper exercise of its powers relating to:-</p> <p>the order and good government of Respondents Members; or</p> <p>the efficient, honest, fair, competitive and informed trading of commodities or clearing of contracts in commodities (in Singapore or elsewhere),</p> <p>requests that the Clearing House provide the information to it, shall not constitute unauthorised use or disclosure.</p>
	<p>4. Nothing in this Rule 4.17 limits what may at common law otherwise constitute, for the purposes of this Rule, authorised use or disclosure of information.</p>	<p>4.17.4</p>	<p>4. Nothing in this Rule 4.17 limits what may at common law otherwise constitute, for the purposes of this Rule, authorised use or disclosure of information.</p>

Table showing changes to Chapter 5 of the Current SGX-DC Rules

<u>CURRENT RULE</u>		<u>NEW RULE</u>	
Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
5.01	SCOPE OF RULES	5.01	SCOPE OF RULES
	Unless otherwise provided in any other chapter of the Rules, the rules in this Chapter shall govern the resolution of all disputes, differences, claims, and grievances (collectively “disputes”) between third parties to whom Members provide carrying and/or clearing services (“Third Parties”) and Members.		Unless otherwise provided in any other chapter of the Rules, the rules in this Chapter shall govern the resolution of all disputes, differences, claims, and grievances (collectively “disputes”) between third parties to whom Members provide carrying and/or clearing services (“Third Parties”) and Members.
		5.01	<u>DISPUTES ARBITRATED</u>
		5.01.1	<u>All disputes, differences, claims, and grievances (collectively “disputes”):-</u>
		5.01.1.1	<u>between third parties to whom Members provide carrying and/or clearing services and Members; or</u>
		5.01.1.2	<u>between Members involving, relating to or arising out of a transaction to be cleared by a Member and/or the Clearing House, another Participating Market or a Mutual Offset System in relation to reciprocal clearing arrangement arranged or agreed to as between the Clearing House and the Participating Market or under a Mutual Offset System;</u>
			<u>may be referred to the Singapore International Arbitration Centre (“SIAC”) and finally resolved by arbitration in Singapore by the SIAC SGX-DC Arbitration Panel in accordance with the SIAC SGX-DC Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			incorporated by reference to this Rule.
5.02.	DISPUTES ARBITRATED	5.02.	DISPUTES ARBITRATED
	<p>1. The Clearing House shall maintain a forum for the resolution of all disputes where such disputes involve, relate to or arise out of a transaction to be cleared by a Member and/or the Clearing House, another Participating Market or a Mutual Offset System in relation to reciprocal clearing arrangements arranged or agreed to as between the Clearing House and the Participating Market or under a Mutual Offset System.</p>		<p>1. The Clearing House shall maintain a forum for the resolution of all disputes where such disputes involve, relate to or arise out of a transaction to be cleared by a Member and/or the Clearing House, another Participating Market or a Mutual Offset System in relation to reciprocal clearing arrangements arranged or agreed to as between the Clearing House and the Participating Market or under a Mutual Offset System.</p>
	<p>2. When any such dispute occurs between Members, any Member concerned shall by a written request to the President request that the dispute be arbitrated by the Clearing House.</p> <p>The request should set out concisely the nature of the dispute and where relevant, the relief sought by the Member concerned.</p> <p>If in the President's opinion the dispute is capable of mediation or of otherwise being settled without resort to arbitration, the President shall attempt to resolve the dispute and to this end he may require the Members concerned to, and the Members shall, attend before him and</p>		<p>2. When any such dispute occurs between Members, any Member concerned shall by a written request to the President request that the dispute be arbitrated by the Clearing House.</p> <p>— The request should set out concisely the nature of the dispute and where relevant, the relief sought by the Member concerned.</p> <p>— If in the President's opinion the dispute is capable of mediation or of otherwise being settled without resort to arbitration, the President shall attempt to resolve the dispute and to this end he may require the Members concerned to, and the Members shall, attend before him and render him all such assistance as he</p>

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	<p>render him all such assistance as he may reasonably require.</p> <p>The President may meet the Members concerned both separately and together, interview the Members and their employees, and if a settlement is reached, may require the Members to execute an agreement recording the settlement in a manner binding on them.</p> <p>If the dispute is not resolved to the satisfaction of Members who are parties to the dispute within 60 days after the dispute had been referred by a written request to the President, the dispute shall be referred to arbitration in accordance with this Chapter.</p>		<p>may reasonably require.</p> <p>— The President may meet the Members concerned both separately and together, interview the Members and their employees, and if a settlement is reached, may require the Members to execute an agreement recording the settlement in a manner binding on them.</p> <p>— If the dispute is not resolved to the satisfaction of Members who are parties to the dispute within 60 days after the dispute had been referred by a written request to the President, the dispute shall be referred to arbitration in accordance with this Chapter.</p>
	<p>3. If at any time the President is satisfied that any such dispute should be arbitrated by the Clearing House, or in any case where all the Members concerned in a dispute request or consent to the dispute being arbitrated by the Clearing House, the President shall (subject in the latter instance to his being satisfied that the dispute should be arbitrated by the Clearing House) notify the chairman of the Clearing House Committee to initiate an arbitration in relation to the dispute in accordance with the Rules and shall notify all the Members concerned.</p>		<p>3. If at any time the President is satisfied that any such dispute should be arbitrated by the Clearing House, or in any case where all the Members concerned in a dispute request or consent to the dispute being arbitrated by the Clearing House, the President shall (subject in the latter instance to his being satisfied that the dispute should be arbitrated by the Clearing House) notify the chairman of the Clearing House Committee to initiate an arbitration in relation to the dispute in accordance with the Rules and shall notify all the Members concerned.</p>

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	<p>A determination by the President that a dispute should be arbitrated by the Clearing House shall be binding on all the Members concerned.</p>		<p>A determination by the President that a dispute should be arbitrated by the Clearing House shall be binding on all the Members concerned.</p>
	<p>4. The Clearing House's facilities for dispute resolution shall also be available to Third Parties who have a dispute with a Member, either on request or pursuant to an enforceable written agreement between a Third Party and a Member.</p> <p>If the President pursuant to a request from a Third Party determines that the dispute should be arbitrated by the Clearing House, he shall notify the chairman of the Clearing House Committee to initiate an arbitration in relation to the dispute in accordance with the Rules.</p> <p>A determination by the President that such a dispute should be arbitrated by the Clearing House shall be binding on the Member(s) concerned.</p> <p>No arbitration shall be initiated against a Third Party at the instance of a Member unless the Third Party's consent has first been obtained, save where such arbitration is initiated pursuant to an enforceable written agreement between the Third Party and the Member.</p>		<p>4. The Clearing House's facilities for dispute resolution shall also be available to Third Parties who have a dispute with a Member, either on request or pursuant to an enforceable written agreement between a Third Party and a Member.</p> <p>If the President pursuant to a request from a Third Party determines that the dispute should be arbitrated by the Clearing House, he shall notify the chairman of the Clearing House Committee to initiate an arbitration in relation to the dispute in accordance with the Rules.</p> <p>A determination by the President that such a dispute should be arbitrated by the Clearing House shall be binding on the Member(s) concerned.</p> <p>No arbitration shall be initiated against a Third Party at the instance of a Member unless the Third Party's consent has first been obtained, save where such arbitration is initiated pursuant to an enforceable written agreement between the Third Party and the Member.</p>
	<p>5. The President may for</p>		<p>5. The President may for</p>

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	disputes involving claims of less than S\$10,000 prescribe and/or employ other procedures for arbitration designed to ensure that the cost of resolving the matter will be commensurate with the value of the claim which decision shall be binding upon the concerned parties.		disputes involving claims of less than S\$10,000 prescribe and/or employ other procedures for arbitration designed to ensure that the cost of resolving the matter will be commensurate with the value of the claim which decision shall be binding upon the concerned parties.
	6. The President may delegate his powers under this Rule 5.02 to any person(s) or may require any person(s) to assist him in the exercise of his powers herein.		6. The President may delegate his powers under this Rule 5.02 to any person(s) or may require any person(s) to assist him in the exercise of his powers herein.
5.03.	WAIVER OF CLEARING HOUSE OBJECTS AND PURPOSES	5.03. 5.02	WAIVER OF CLEARING HOUSE OBJECTS AND PURPOSES
	The submission of any dispute to arbitration under the Rules shall in no way limit or preclude the taking of any other step or exercise of any power by the Clearing House in relation to the dispute.	5.02.1	The submission of any dispute to arbitration under the Rules shall in no way limit or preclude the taking of any other step or exercise of any power by the Clearing House in relation to the dispute.
5.04.	LEGAL PROCEEDINGS	5.04.	LEGAL PROCEEDINGS
	Subject to the rules in this Chapter (including but not limited to a situation where the President determines that a dispute is not suitable for reference to arbitration), no party whose dispute is or is capable of being referred to arbitration under this Chapter shall prosecute or commence or continue any action or other legal proceeding against any other party to the dispute touching upon, in respect of, in relation to, in connection with or arising out of the dispute referred to or any dispute		Subject to the rules in this Chapter (including but not limited to a situation where the President determines that a dispute is not suitable for reference to arbitration), no party whose dispute is or is capable of being referred to arbitration under this Chapter shall prosecute or commence or continue any action or other legal proceeding against any other party to the dispute touching upon, in respect of, in relation to, in connection with or arising out of the dispute referred to or any dispute

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	capable of being referred to arbitration pursuant to the Rules until an award is made or until the President determines that the dispute is not suitable for reference to arbitration and then only in accordance with and subject to the limitations imposed by applicable laws.		capable of being referred to arbitration pursuant to the Rules until an award is made or until the President determines that the dispute is not suitable for reference to arbitration and then only in accordance with and subject to the limitations imposed by applicable laws.
5.05.	PARTY NON-RESIDENT IN SINGAPORE	5.05.	PARTY NON-RESIDENT IN SINGAPORE
	<p>Where any party to a dispute which has been referred to arbitration pursuant to this Chapter does not maintain a residence or an office in Singapore, that party shall file with the Clearing House the name and address of a person resident in Singapore who has been authorised to accept on its behalf service of any document, process or communication and notify the Clearing House promptly of any changes in particulars so provided.</p> <p>For the purposes of this Chapter, all documents, process and communications sent to the said address shall be deemed to have been duly served on or received by the party concerned on the day of delivery if delivered by hand or within 2 days of posting if sent by prepaid post.</p>		<p>Where any party to a dispute which has been referred to arbitration pursuant to this Chapter does not maintain a residence or an office in Singapore, that party shall file with the Clearing House the name and address of a person resident in Singapore who has been authorised to accept on its behalf service of any document, process or communication and notify the Clearing House promptly of any changes in particulars so provided.</p> <p>For the purposes of this Chapter, all documents, process and communications sent to the said address shall be deemed to have been duly served on or received by the party concerned on the day of delivery if delivered by hand or within 2 days of posting if sent by prepaid post.</p>
5.06.	GOVERNING LAW	5.06.	GOVERNING LAW
	For the purpose of all proceedings by arbitration or otherwise, a Contract shall, except as otherwise provided in respect of any Designated Futures Contract and the rules of the applicable Relevant Market in respect of any		For the purpose of all proceedings by arbitration or otherwise, a Contract shall, except as otherwise provided in respect of any Designated Futures Contract and the rules of the applicable Relevant Market in respect of any Contract, be

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	<p>Contract, be subject to the Rules and be governed by and construed in accordance with the substantive laws of Singapore.</p> <p>The International Arbitration Act of Singapore (the "International Arbitration Act") shall apply to any arbitration conducted under this Chapter, to the exclusion of the Arbitration Act.</p>		<p>subject to the Rules and be governed by and construed in accordance with the substantive laws of Singapore.</p> <p>The International Arbitration Act of Singapore (the "International Arbitration Act") shall apply to any arbitration conducted under this Chapter, to the exclusion of the Arbitration Act.</p>
5.07.	REFERENCE TO ARBITRATION	5.07.	REFERENCE TO ARBITRATION
	<p>As soon as the President is satisfied that all matters requiring resolution prior to a dispute being arbitrated have been resolved, he shall refer the matter to the Clearing House Committee for hearing in accordance with the Rules.</p> <p>Where a dispute concerns only Members, nothing shall prevent the Members concerned from executing an arbitration agreement in a form acceptable to them and to the Clearing House.</p> <p>The chairman of the Clearing House Committee (for the purposes of this Chapter, the "<u>Chairman</u>") shall within 10 Business Days of a reference for arbitration from the President constitute a panel of arbitrators (the "<u>arbitrators</u>") comprising 1 or more odd number of arbitrators some or all of whom may, but need not be, members of the Clearing House Committee, and shall appoint the presiding arbitrator.</p>		<p>As soon as the President is satisfied that all matters requiring resolution prior to a dispute being arbitrated have been resolved, he shall refer the matter to the Clearing House Committee for hearing in accordance with the Rules.</p> <p>Where a dispute concerns only Members, nothing shall prevent the Members concerned from executing an arbitration agreement in a form acceptable to them and to the Clearing House.</p> <p>The chairman of the Clearing House Committee (for the purposes of this Chapter, the "<u>Chairman</u>") shall within 10 Business Days of a reference for arbitration from the President constitute a panel of arbitrators (the "<u>arbitrators</u>") comprising 1 or more odd number of arbitrators some or all of whom may, but need not be, members of the Clearing House Committee, and shall appoint the presiding arbitrator.</p>
5.08.	PANEL	5.08.	PANEL

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	<p>No person shall serve on the panel of arbitrators if he has a personal interest or a financial interest whether beneficial or otherwise in the dispute to be arbitrated.</p> <p>No person shall serve on the panel of arbitrators unless he undertakes to the Clearing House in a form acceptable to the Clearing House that he will not publish, divulge or make known in any manner any fact or information which may come to his attention while performing his duties as an arbitrator, except with the consent of the Clearing House or the Authority.</p> <p>For the purposes of this Chapter 5, no arbitration proceedings or any arbitration award made pursuant thereto shall be rendered invalid by reason only of the fact that an arbitrator has failed to comply with Rule 5.08 or Rule 5.09. Any such failure may be asserted or relied upon only if it can be established by the party seeking to make such assertion or reliance that such failure had materially prejudiced such arbitration proceedings or the making of such arbitration award.</p>		<p>No person shall serve on the panel of arbitrators if he has a personal interest or a financial interest whether beneficial or otherwise in the dispute to be arbitrated.</p> <p>No person shall serve on the panel of arbitrators unless he undertakes to the Clearing House in a form acceptable to the Clearing House that he will not publish, divulge or make known in any manner any fact or information which may come to his attention while performing his duties as an arbitrator, except with the consent of the Clearing House or the Authority.</p> <p>For the purposes of this Chapter 5, no arbitration proceedings or any arbitration award made pursuant thereto shall be rendered invalid by reason only of the fact that an arbitrator has failed to comply with Rule 5.08 or Rule 5.09. Any such failure may be asserted or relied upon only if it can be established by the party seeking to make such assertion or reliance that such failure had materially prejudiced such arbitration proceedings or the making of such arbitration award.</p>
5.09.	DISCLOSURES REQUIRED OF NOMINATED ARBITRATORS	5.09.	DISCLOSURES REQUIRED OF NOMINATED ARBITRATORS
	Any person nominated to be an arbitrator shall disclose to the Chairman any facts or circumstances which might preclude him from rendering an objective and impartial determination of the dispute to be arbitrated. The Chairman shall consider such facts or		Any person nominated to be an arbitrator shall disclose to the Chairman any facts or circumstances which might preclude him from rendering an objective and impartial determination of the dispute to be arbitrated. The Chairman shall consider such facts or

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	<p>circumstances and may at his discretion withdraw such nomination.</p> <p>A person appointed to the panel of arbitrators shall be under a continuing obligation to disclose to the Chairman any facts or circumstances arising after his appointment which in his view might preclude him from rendering an objective and impartial determination of the dispute to be arbitrated. The Chairman shall consider such facts or circumstances and may at his discretion discharge such arbitrator.</p>		<p>circumstances and may at his discretion withdraw such nomination.</p> <p>A person appointed to the panel of arbitrators shall be under a continuing obligation to disclose to the Chairman any facts or circumstances arising after his appointment which in his view might preclude him from rendering an objective and impartial determination of the dispute to be arbitrated. The Chairman shall consider such facts or circumstances and may at his discretion discharge such arbitrator.</p>
5.10.	DISCHARGE OR OTHER DISABILITY OF ARBITRATORS	5.10.	DISCHARGE OR OTHER DISABILITY OF ARBITRATORS
	<p>In the event that any arbitrator should be discharged, resign, die, refuse or be unable to perform his duties, the Chairman upon such proof as he deems satisfactory may either (a) appoint a new member to the panel to replace such arbitrator, or (b) direct that the arbitration proceed without the substitution of a new arbitrator.</p>		<p>In the event that any arbitrator should be discharged, resign, die, refuse or be unable to perform his duties, the Chairman upon such proof as he deems satisfactory may either (a) appoint a new member to the panel to replace such arbitrator, or (b) direct that the arbitration proceed without the substitution of a new arbitrator.</p>
5.11.	DISMISSAL OF PROCEEDINGS	5.11.	DISMISSAL OF PROCEEDINGS
	<p>Without prejudice to any provision of the Rules, the arbitrators may, either where cause exists (including but not limited to a situation where a party to the arbitration delays unreasonably without excuse the arbitration), upon their own initiative, or at the request of a party, dismiss or strike out the arbitration proceedings, any defence or counter claims therein.</p>		<p>Without prejudice to any provision of the Rules, the arbitrators may, either where cause exists (including but not limited to a situation where a party to the arbitration delays unreasonably without excuse the arbitration), upon their own initiative, or at the request of a party, dismiss or strike out the arbitration proceedings, any defence or counter claims therein.</p>

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	<p>At the joint request of all the parties, the arbitrators shall dismiss the proceedings.</p> <p>Any dismissal under this Rule will be made subject to costs, the determination of which shall wholly be within the arbitrators' discretion.</p>		<p>At the joint request of all the parties, the arbitrators shall dismiss the proceedings.</p> <p>Any dismissal under this Rule will be made subject to costs, the determination of which shall wholly be within the arbitrators' discretion.</p>
5.12.	SETTLEMENTS	5.12.	SETTLEMENTS
	<p>The parties shall be free, at any time after the appointment of the panel of arbitrators but in any event before an award is made, to reach a settlement of the dispute to be arbitrated.</p> <p>The arbitrators upon the request of the parties may set forth the terms of such settlement in an award.</p>		<p>The parties shall be free, at any time after the appointment of the panel of arbitrators but in any event before an award is made, to reach a settlement of the dispute to be arbitrated.</p> <p>The arbitrators upon the request of the parties may set forth the terms of such settlement in an award.</p>
5.13.	HEARING REQUIREMENTS	5.13.	HEARING REQUIREMENTS
	<p>Where the dispute involves a liquidated amount which exceeds S\$50,000 (exclusive of interest and expenses) or an unliquidated amount or a non-monetary claim, the arbitration shall require a hearing unless the parties and the arbitrators agree in writing to waive such hearing. The arbitration shall otherwise be by written submissions except where the arbitrators require a hearing.</p>		<p>Where the dispute involves a liquidated amount which exceeds S\$50,000 (exclusive of interest and expenses) or an unliquidated amount or a non-monetary claim, the arbitration shall require a hearing unless the parties and the arbitrators agree in writing to waive such hearing. The arbitration shall otherwise be by written submissions except where the arbitrators require a hearing.</p>
5.14.	PLEADINGS	5.14.	PLEADINGS
	<p>Unless otherwise provided under the Rules, the parties shall proceed as follows :-</p> <p>1. Points of Claim</p> <p>a. Within 14 calendar days after he is notified that the panel</p>		<p>Unless otherwise provided under the Rules, the parties shall proceed as follows :-</p> <p>1. Points of Claim</p> <p>a. Within 14 calendar days after he is notified that the panel of arbitrators</p>

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	<p>of arbitrators has been constituted, the party requesting arbitration (“the Claimant”) shall file with the Chairman 3 executed copies of a Points of Claim setting forth a concise description of the material facts of the claim and the relief or remedy sought.</p> <p>b. The Chairman shall promptly furnish to the other party(ies) concerned (the “Respondent”) a copy of the Points of Claim.</p>		<p>has been constituted, the party requesting arbitration (“the Claimant”) shall file with the Chairman 3 executed copies of a Points of Claim setting forth a concise description of the material facts of the claim and the relief or remedy sought.</p> <p>b. The Chairman shall promptly furnish to the other party(ies) concerned (the “Respondent”) a copy of the Points of Claim.</p>
	<p>2. Points of Defence, Counterclaim and Third Party Claim.</p> <p>a. A Respondent, within 14 calendar days from receipt of the Points of Claim, shall file 3 executed copies of a Points of Defence and any Counterclaim with the Chairman.</p> <p>The Points of Defence shall respond to each of the allegations in the Points of Claim and shall designate all available defences.</p> <p>The Chairman shall furnish a copy of the Points of Defence to the Claimant.</p> <p>b. Subject to Rule 5.14:2:c, the Respondent may together with the Points of Defence set forth any Counterclaim</p>		<p>2. Points of Defence, Counterclaim and Third Party Claim.</p> <p>a. A Respondent, within 14 calendar days from receipt of the Points of Claim, shall file 3 executed copies of a Points of Defence and any Counterclaim with the Chairman.</p> <p>The Points of Defence shall respond to each of the allegations in the Points of Claim and shall designate all available defences.</p> <p>The Chairman shall furnish a copy of the Points of Defence to the Claimant.</p> <p>b. Subject to Rule 5.14:2:c, the Respondent may together with the Points of Defence set forth any Counterclaim against the Claimant or any third</p>

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	<p>against the Claimant or any third party Claim against any other person not already a party to the arbitration which is based on a dispute to which Rule 5.02 applies.</p> <p>c. Any Counterclaim or third party Claim may be brought only if the Counterclaim or third party Claim arises out of the transaction or facts which are the subject of the dispute and do not require for adjudication the presence of witnesses or other persons over whom the Clearing House, the Claimant or the Respondent do not have jurisdiction.</p> <p>d. If a third party Claim has been filed, the Chairman shall promptly furnish a copy of the Points of Claim and the third party Claim to such third party who shall respond in the manner of and within such time provided for a Points of Defence and any Counterclaim.</p>		<p>party Claim against any other person not already a party to the arbitration which is based on a dispute to which Rule 5.02 applies.</p> <p>c. Any Counterclaim or third party Claim may be brought only if the Counterclaim or third party Claim arises out of the transaction or facts which are the subject of the dispute and do not require for adjudication the presence of witnesses or other persons over whom the Clearing House, the Claimant or the Respondent do not have jurisdiction.</p> <p>d. If a third party Claim has been filed, the Chairman shall promptly furnish a copy of the Points of Claim and the third party Claim to such third party who shall respond in the manner of and within such time provided for a Points of Defence and any Counterclaim.</p>
	<p>3. Reply and Defence to Counterclaim</p> <p>a. Within 14 calendar days from receipt of a Points of Defence, the Claimant may file a Reply to the Points of Defence.</p> <p>b. If the Points of Defence</p>		<p>3. Reply and Defence to Counterclaim</p> <p>a. Within 14 calendar days from receipt of a Points of Defence, the Claimant may file a Reply to the Points of Defence.</p> <p>b. If the Points of Defence also contains a</p>

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	also contains a Counterclaim, the Claimant shall also file a Defence to Counterclaim. After the Reply and Defence to Counterclaim (if any), no further pleadings shall be filed without the approval of the arbitrators.		Counterclaim, the Claimant shall also file a Defence to Counterclaim. After the Reply and Defence to Counterclaim (if any), no further pleadings shall be filed without the approval of the arbitrators.
	4. For the avoidance of doubt, all pleadings shall be filed with the Chairman.		4. For the avoidance of doubt, all pleadings shall be filed with the Chairman.
5.15.	PARTICULARS OF PLEADINGS	5.15.	PARTICULARS OF PLEADINGS
	1. A party must in any pleading subsequent to a Points of Claim plead specifically any matter :- a. which that party alleges makes any claim or defence of the opposite party not maintainable; b. which, if not specifically pleaded might take the opposite party by surprise; or c. which raises issues of fact not arising out of the preceding pleading.		1. A party must in any pleading subsequent to a Points of Claim plead specifically any matter :- a. which that party alleges makes any claim or defence of the opposite party not maintainable; b. which, if not specifically pleaded might take the opposite party by surprise; or c. which raises issues of fact not arising out of the preceding pleading.
	2. A party who fails to comply with Rule 5.15:1 shall not adduce evidence or make any submissions on the basis of or with respect to any matters not specifically pleaded.		2. A party who fails to comply with Rule 5.15:1 shall not adduce evidence or make any submissions on the basis of or with respect to any matters not specifically pleaded.
5.16.	DEFAULT OF PLEADINGS	5.16.	DEFAULT OF PLEADINGS
	1. Where the Claimant fails to		1. Where the Claimant fails to

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	file a Points of Claim within the time provided in Rule 5.14:1 , the Respondent may apply to the arbitrators to dismiss the Claimant's claim.		file a Points of Claim within the time provided in Rule 5.14:1 , the Respondent may apply to the arbitrators to dismiss the Claimant's claim.
	2. Where the Respondent fails to file a Points of Defence within the time provided in Rule 5.14:2, the Claimant may apply to the arbitrators to make an award on the basis of the Points of Claim.		2. Where the Respondent fails to file a Points of Defence within the time provided in Rule 5.14:2, the Claimant may apply to the arbitrators to make an award on the basis of the Points of Claim.
	3. Rule 5.16:1 and Rule 5.16:2 shall apply to such Counterclaim, Defence to Counterclaim and third party Claim as if such Counterclaim, Defence to Counterclaim and third party Claim were in the nature of a Points of Claim or Points of Defence as the case may be.		3. Rule 5.16:1 and Rule 5.16:2 shall apply to such Counterclaim, Defence to Counterclaim and third party Claim as if such Counterclaim, Defence to Counterclaim and third party Claim were in the nature of a Points of Claim or Points of Defence as the case may be.
	4. Where any party applies to the arbitrators to make an award pursuant to Rule 5.16, the arbitrators may make any such award only upon the expiry of 2 calendar days' notice in writing given by them to the party in default of pleadings and if in the interim such pleadings have not been filed.		4. Where any party applies to the arbitrators to make an award pursuant to Rule 5.16, the arbitrators may make any such award only upon the expiry of 2 calendar days' notice in writing given by them to the party in default of pleadings and if in the interim such pleadings have not been filed.
5.17.	SUBMISSION OF DOCUMENTS	5.17.	SUBMISSION OF DOCUMENTS
	In all arbitrations whether with a hearing or solely by written submissions, the parties shall not later than 5 calendar days before the date appointed for the hearing or such other date as may be determined by the Chairman, submit copies of the		In all arbitrations whether with a hearing or solely by written submissions, the parties shall not later than 5 calendar days before the date appointed for the hearing or such other date as may be determined by the Chairman, submit copies of the

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	<p>following to the arbitrators:-</p> <ul style="list-style-type: none"> a. a chronology of the relevant events and facts (with supporting documents where necessary); b. full written statements of witnesses, exhibits to be presented and relevant documents; c. a list of factual and/or other issues in dispute; and d. a list of authorities, if any, to be advanced or relied upon. 		<p>following to the arbitrators:-</p> <ul style="list-style-type: none"> a. a chronology of the relevant events and facts (with supporting documents where necessary); b. full written statements of witnesses, exhibits to be presented and relevant documents; c. a list of factual and/or other issues in dispute; and d. a list of authorities, if any, to be advanced or relied upon.
5.18.	ORDER OF EVENTS AT HEARING	5.18.	ORDER OF EVENTS AT HEARING
	<p>Subject to Rule 5.13, the arbitration hearing shall follow the general order specified below, provided that the arbitrators shall have the discretion to vary the order of events, or where a third party is brought into the proceedings, provide for additional events, with a view to disposing fairly of the dispute and to allow the parties full opportunity to present their respective claims, proofs and witnesses:</p> <ul style="list-style-type: none"> a. Opening Statement for the Claimant. b. Evidence in chief of the Claimant's first witness. c. Cross-examination of the Claimant's first witness. d. Re-examination of the Claimant's first witness. (a., b. and c. are repeated for each successive witness). 		<p>Subject to Rule 5.13, the arbitration hearing shall follow the general order specified below, provided that the arbitrators shall have the discretion to vary the order of events, or where a third party is brought into the proceedings, provide for additional events, with a view to disposing fairly of the dispute and to allow the parties full opportunity to present their respective claims, proofs and witnesses:</p> <ul style="list-style-type: none"> a. Opening Statement for the Claimant. b. Evidence in chief of the Claimant's first witness. c. Cross-examination of the Claimant's first witness. d. Re-examination of the Claimant's first witness. (a., b. and c. are repeated for each successive witness).

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	<p>e. Opening Statement (if any) for the Respondent.</p> <p>f. Evidence in chief of Respondent's first witness.</p> <p>g. Cross-examination of Respondent's first witness.</p> <p>h. Re-examination of Respondent's first witness. (g. and h. are repeated for each successive witness).</p> <p>i. Closing speech for the Respondent.</p> <p>j. Closing speech for the Claimant.</p>		<p>e. Opening Statement (if any) for the Respondent.</p> <p>f. Evidence in chief of Respondent's first witness.</p> <p>g. Cross-examination of Respondent's first witness.</p> <p>h. Re-examination of Respondent's first witness. (g. and h. are repeated for each successive witness).</p> <p>i. Closing speech for the Respondent.</p> <p>j. Closing speech for the Claimant.</p>
5.19.	DESIGNATION OF TIME & PLACE OF HEARING	5.19.	DESIGNATION OF TIME & PLACE OF HEARING
	<p>The date, time and place of all hearings (which shall be in Singapore) shall be determined by the arbitrators.</p> <p>The arbitrators shall give the parties at least 7 calendar days' notice of the date fixed for hearing unless the parties shall by their mutual consent waive the notice requirement under this Rule.</p>		<p>The date, time and place of all hearings (which shall be in Singapore) shall be determined by the arbitrators.</p> <p>The arbitrators shall give the parties at least 7 calendar days' notice of the date fixed for hearing unless the parties shall by their mutual consent waive the notice requirement under this Rule.</p>
5.20.	ATTENDANCE AT HEARINGS	5.20.	ATTENDANCE AT HEARINGS
	<p>Except where arbitration is to be by written submission, the attendance or presence of all persons at hearings including witnesses shall be determined by the arbitrators at their sole discretion.</p> <p>The third party (or subsequent party) under the third party Claim may attend related hearings involving other</p>		<p>Except where arbitration is to be by written submission, the attendance or presence of all persons at hearings including witnesses shall be determined by the arbitrators at their sole discretion.</p> <p>The third party (or subsequent party) under the third party Claim may attend related hearings involving other parties, including</p>

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	parties, including the hearing between the Claimant and the Respondent.		the hearing between the Claimant and the Respondent.
5.21.	FAILURE TO APPEAR	5.21.	FAILURE TO APPEAR
	<p>If any of the parties, after due notice, fails to appear at a hearing or any adjourned hearing, the arbitrators may, in their discretion proceed with the arbitration. In such cases, all awards shall be rendered as if each party had entered an appearance in the arbitration.</p> <p>An award shall not be made solely on the default of a party. The arbitrators shall require the party present to submit such evidence as the arbitrators may require for the making of an award.</p> <p>Notwithstanding that any party fails to appear at a hearing or any adjourned hearing, the arbitrators shall continue to give such party reasonable notice of all proceedings held in its absence and to afford such party every opportunity to appear and be heard if such party so chooses.</p>		<p>If any of the parties, after due notice, fails to appear at a hearing or any adjourned hearing, the arbitrators may, in their discretion proceed with the arbitration. In such cases, all awards shall be rendered as if each party had entered an appearance in the arbitration.</p> <p>An award shall not be made solely on the default of a party. The arbitrators shall require the party present to submit such evidence as the arbitrators may require for the making of an award.</p> <p>Notwithstanding that any party fails to appear at a hearing or any adjourned hearing, the arbitrators shall continue to give such party reasonable notice of all proceedings held in its absence and to afford such party every opportunity to appear and be heard if such party so chooses.</p>
5.22.	TIME LIMITATION	5.22.	TIME LIMITATION
	<p>No dispute may be arbitrated under the rules in this Chapter unless a request for arbitration shall have been made pursuant to the Rules within 1 year from the occurrence of the event giving rise to the dispute.</p> <p>For the avoidance of doubt, the right to arbitrate under the Rules in this Chapter shall be deemed to have been waived and absolutely barred if this Rule is not complied with.</p>		<p>No dispute may be arbitrated under the rules in this Chapter unless a request for arbitration shall have been made pursuant to the Rules within 1 year from the occurrence of the event giving rise to the dispute.</p> <p>For the avoidance of doubt, the right to arbitrate under the Rules in this Chapter shall be deemed to have been waived and absolutely barred if this Rule is not complied with.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	Further, any claim which is capable of constituting a dispute and which is not referred to arbitration in accordance with this Rule shall be extinguished and any party against whom the claim could have been made shall be discharged from all liabilities whatsoever.		Further, any claim which is capable of constituting a dispute and which is not referred to arbitration in accordance with this Rule shall be extinguished and any party against whom the claim could have been made shall be discharged from all liabilities whatsoever.
5.23.	ADJOURNMENTS	5.23.	ADJOURNMENTS
	The arbitrators may in their discretion adjourn any hearing or sitting either upon their own initiative or upon the request of any party to the arbitration.		The arbitrators may in their discretion adjourn any hearing or sitting either upon their own initiative or upon the request of any party to the arbitration.
5.24.	EXCHANGE OF DOCUMENTS AND INFORMATION	5.24.	EXCHANGE OF DOCUMENTS AND INFORMATION
	1. Not less than 5 calendar days prior to the date of the hearing, the parties shall co-operate in the voluntary exchange of copies of documents and information which relate to the dispute to be arbitrated as will serve to expedite and reduce the costs of the arbitration.		1. Not less than 5 calendar days prior to the date of the hearing, the parties shall co-operate in the voluntary exchange of copies of documents and information which relate to the dispute to be arbitrated as will serve to expedite and reduce the costs of the arbitration.
	2. Without prejudice to Rule 5.24.1., the arbitrators shall be entitled at any time either on the application of any party or on their own initiative to direct the production of such documents or the submission of such statements as are necessary either for disposing fairly of the dispute or for saving costs.		2. Without prejudice to Rule 5.24.1., the arbitrators shall be entitled at any time either on the application of any party or on their own initiative to direct the production of such documents or the submission of such statements as are necessary either for disposing fairly of the dispute or for saving costs.
5.25.	POWER TO DIRECT APPEARANCES	5.25.	POWER TO DIRECT APPEARANCES

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	The arbitrators shall be entitled, upon the application of any party or on their own initiative, to direct the appearance of any party or to direct any party to ensure or procure the appearance of an employee of that party or a person associated with such party, for such purposes as the arbitrators may specify.		The arbitrators shall be entitled, upon the application of any party or on their own initiative, to direct the appearance of any party or to direct any party to ensure or procure the appearance of an employee of that party or a person associated with such party, for such purposes as the arbitrators may specify.
5.26.	EVIDENCE	5.26.	EVIDENCE
	1. The arbitrators shall determine the materiality, weight and relevance of any evidence proffered, submitted, produced or given and shall not be bound by any formal rules of evidences.		1. The arbitrators shall determine the materiality, weight and relevance of any evidence proffered, submitted, produced or given and shall not be bound by any formal rules of evidences.
	2. The arbitrators shall review and consider evidence of witnesses given in writing but shall give such evidence only such weight as the arbitrators deem fit after considering any objections made to the admission of such written evidence.		2. The arbitrators shall review and consider evidence of witnesses given in writing but shall give such evidence only such weight as the arbitrators deem fit after considering any objections made to the admission of such written evidence.
	3. All testimony shall be under oath or affirmation.		3. All testimony shall be under oath or affirmation.
5.27.	POWER TO CONSULT EXPERTS	5.27.	POWER TO CONSULT EXPERTS
	1. The arbitrators may appoint 1 or more experts to report to them in writing on specific issues relating to the arbitration; provided that the arbitrators shall exercise their own judgement in accepting or rejecting the opinions or findings of the experts.		1. The arbitrators may appoint 1 or more experts to report to them in writing on specific issues relating to the arbitration; provided that the arbitrators shall exercise their own judgement in accepting or rejecting the opinions or findings of the experts.

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>2. A copy of the expert's terms of reference, established by the arbitrators, shall be communicated to the parties.</p> <p>The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them.</p> <p>Any dispute between a party and such expert shall be referred to the arbitrators for decision.</p>		<p>2. A copy of the expert's terms of reference, established by the arbitrators, shall be communicated to the parties.</p> <p>The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them.</p> <p>Any dispute between a party and such expert shall be referred to the arbitrators for decision.</p>
	<p>3. Upon receipt of the expert's report, the arbitrators shall communicate a copy of the report to the parties who shall be given the opportunity to express in writing their opinion on the report and to adduce further evidence to support or contradict the report.</p> <p>A party shall be entitled to examine any document on which the expert has relied in his report.</p>		<p>3. Upon receipt of the expert's report, the arbitrators shall communicate a copy of the report to the parties who shall be given the opportunity to express in writing their opinion on the report and to adduce further evidence to support or contradict the report.</p> <p>A party shall be entitled to examine any document on which the expert has relied in his report.</p>
	<p>4. On the application of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to question the expert.</p> <p>At this hearing, either party may present expert witnesses in order to testify on the points at issue. This sub-paragraph 4. shall not apply to</p>		<p>4. On the application of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to question the expert.</p> <p>At this hearing, either party may present expert witnesses in order to testify on the points at issue. This sub-paragraph 4. shall not apply to arbitration solely by written submission.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	arbitration solely by written submission.		
5.28.	INTERPRETATION OF RULES	5.28.	INTERPRETATION OF RULES
	<p>The arbitrators shall, in relation to any particular set of arbitration proceedings unless the Clearing House has issued interpretative rulings or Directives on any particular rule, be the sole judge of the Rules and the facts and shall be empowered to interpret and determine the applicability of all provisions of the Rules which interpretation shall be final and binding on the parties.</p> <p>It shall be the duty of the parties to bring all relevant rulings, precedents, decisions and provisions of the Rules to the notice and for the consideration of the arbitrators.</p>		<p>The arbitrators shall, in relation to any particular set of arbitration proceedings unless the Clearing House has issued interpretative rulings or Directives on any particular rule, be the sole judge of the Rules and the facts and shall be empowered to interpret and determine the applicability of all provisions of the Rules which interpretation shall be final and binding on the parties.</p> <p>It shall be the duty of the parties to bring all relevant rulings, precedents, decisions and provisions of the Rules to the notice and for the consideration of the arbitrators.</p>
5.29.	DETERMINATION OF ARBITRATORS	5.29.	DETERMINATION OF ARBITRATORS
	<p>Where more than 1 arbitrator is appointed all rulings, decisions and determinations of the arbitrators shall be by a majority of the arbitrators.</p> <p>In the event of a tie, the presiding arbitrator shall have a casting vote.</p> <p>All rulings, decisions and determinations of that arbitrator shall be final and binding on the parties.</p>		<p>Where more than 1 arbitrator is appointed all rulings, decisions and determinations of the arbitrators shall be by a majority of the arbitrators.</p> <p>In the event of a tie, the presiding arbitrator shall have a casting vote.</p> <p>All rulings, decisions and determinations of that arbitrator shall be final and binding on the parties.</p>
5.30.	CLOSING OF HEARINGS	5.30.	CLOSING OF HEARINGS
	The arbitrators shall specifically inquire of the parties whether they have any other proofs to offer or		The arbitrators shall specifically inquire of the parties whether they have any other proofs to offer or witnesses to be heard or

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>witnesses to be heard or submissions to be made.</p> <p>Upon receiving negative replies, the arbitrators shall declare the hearing to be closed unless further briefs or other memoranda are to be filed.</p> <p>If briefs or other memoranda are to be filed, the hearing is to be declared closed as of the final date set by the arbitrators for receipt of such briefs or other memoranda.</p>		<p>submissions to be made.</p> <p>Upon receiving negative replies, the arbitrators shall declare the hearing to be closed unless further briefs or other memoranda are to be filed.</p> <p>If briefs or other memoranda are to be filed, the hearing is to be declared closed as of the final date set by the arbitrators for receipt of such briefs or other memoranda.</p>
5.31.	ARBITRATION AWARDS	5.31.	ARBITRATION AWARDS
	<p>1. All awards shall be in writing and signed by a majority of the arbitrators or in such other manner as may be required by law.</p> <p>Such awards may be enforced in accordance with and subject to the applicable law.</p>		<p>1. All awards shall be in writing and signed by a majority of the arbitrators or in such other manner as may be required by law.</p> <p>Such awards may be enforced in accordance with and subject to the applicable law.</p>
	<p>2. All awards rendered pursuant to the Rules shall be final and binding on the parties and the persons claiming under them respectively.</p> <p>All awards rendered pursuant to the Rules shall not be subject to review or appeal except as provided by applicable laws.</p>		<p>2. All awards rendered pursuant to the Rules shall be final and binding on the parties and the persons claiming under them respectively.</p> <p>All awards rendered pursuant to the Rules shall not be subject to review or appeal except as provided by applicable laws.</p>
	<p>3. The arbitrators shall forthwith inform the President and the parties in writing when an award is made and deliver a copy of the award to the President who shall in turn make arrangements for</p>		<p>3. The arbitrators shall forthwith inform the President and the parties in writing when an award is made and deliver a copy of the award to the President who shall in turn make arrangements for collection</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	collection by the parties.		by the parties.
	4. The arbitrators shall exercise due diligence and reasonable despatch in making an award and in any event shall render an award within 30 calendar days from the date the hearing is closed.		4. The arbitrators shall exercise due diligence and reasonable despatch in making an award and in any event shall render an award within 30 calendar days from the date the hearing is closed.
	5. Without prejudice to the enforcement of an award and except where otherwise provided under applicable laws, a party being a Member who fails to comply with an award within 5 calendar days after being notified of the same shall be guilty of a major offence.		5. Without prejudice to the enforcement of an award and except where otherwise provided under applicable laws, a party being a Member who fails to comply with an award within 5 calendar days after being notified of the same shall be guilty of a major offence.
	6. With prejudice to Chapter 4, the arbitrators may apart from their award recommend to the President that any matter coming to their attention in the course of arbitration proceedings should be subject to an investigation or disciplinary proceedings by the Clearing House. Any such recommendations shall not, however, normally be made until after they have made their award.		6. With prejudice to Chapter 4, the arbitrators may apart from their award recommend to the President that any matter coming to their attention in the course of arbitration proceedings should be subject to an investigation or disciplinary proceedings by the Clearing House. Any such recommendations shall not, however, normally be made until after they have made their award.
5.32.	JURISDICTION OF ARBITRATORS NOT OPEN TO QUESTION	5.32.	JURISDICTION OF ARBITRATORS NOT OPEN TO QUESTION
	Subject to any applicable law, any party who submits or agrees to submit a dispute to arbitration, or who takes any steps therein, shall be conclusively deemed to have voluntarily recognised the		Subject to any applicable law, any party who submits or agrees to submit a dispute to arbitration, or who takes any steps therein, shall be conclusively deemed to have voluntarily recognised the

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	jurisdiction of the arbitrators to hear and determine such dispute and any award made thereunder shall be binding on such party, notwithstanding that the party is not present or represented at the hearing.		jurisdiction of the arbitrators to hear and determine such dispute and any award made thereunder shall be binding on such party, notwithstanding that the party is not present or represented at the hearing.
5-33.	AMENDMENTS	5-33.	AMENDMENTS
	The arbitrators may at any stage of the arbitration proceedings allow any party to amend any document on such terms as to costs or otherwise as may be just and in such manner (if any) as they may direct.		The arbitrators may at any stage of the arbitration proceedings allow any party to amend any document on such terms as to costs or otherwise as may be just and in such manner (if any) as they may direct.
5-34.	PROCEDURE IN THE ARBITRATION	5-34.	PROCEDURE IN THE ARBITRATION
	Where no express provision is made or where there is uncertainty under the Rules, the arbitrators shall have the jurisdiction and the powers to direct the procedure in the arbitration necessary to ensure the just, expeditious, economical and final determination of the dispute in keeping with the spirit and intent of the rules in Chapter 5 and all powers under the International Arbitration Act. Nothing in the Rules shall prevent the procedure for arbitration set out herein being modified, where the arbitrators deem it appropriate, at the request of or with the consent of the parties.		Where no express provision is made or where there is uncertainty under the Rules, the arbitrators shall have the jurisdiction and the powers to direct the procedure in the arbitration necessary to ensure the just, expeditious, economical and final determination of the dispute in keeping with the spirit and intent of the rules in Chapter 5 and all powers under the International Arbitration Act. Nothing in the Rules shall prevent the procedure for arbitration set out herein being modified, where the arbitrators deem it appropriate, at the request of or with the consent of the parties.
5-35.	COSTS	5-35.	COSTS
	Any order, ruling, determination, appointment or award made by the arbitrators may be made on such terms as		Any order, ruling, determination, appointment or award made by the arbitrators may be made on such terms as to costs or

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	to costs or otherwise as the arbitrators deem just.		otherwise as the arbitrators deem just.
5.36.	FEES	5.36.	FEES
	1. At the time of filing a Points of Claim, Counterclaim or third party Claim as the case may be, the Claimant, Respondent or third party, as the case may be, shall pay to the Clearing House such fee as may be determined and notified by the Clearing House from time to time.		1. At the time of filing a Points of Claim, Counterclaim or third party Claim as the case may be, the Claimant, Respondent or third party, as the case may be, shall pay to the Clearing House such fee as may be determined and notified by the Clearing House from time to time.
	2. If the dispute does not involve a money claim but such claim is not capable of exact determination, the amount to be paid by the Claimant, Respondent or Third Party as the case may be shall be S\$1,000 or such amount as the Chairman may at his discretion require.		2. If the dispute does not involve a money claim but such claim is not capable of exact determination, the amount to be paid by the Claimant, Respondent or Third Party as the case may be shall be S\$1,000 or such amount as the Chairman may at his discretion require.
	3. Any dispute submitted for arbitration and thereafter settled or discontinued under the rules in this Chapter may be subject to a refund of all but S\$500 of the fees deposited by each party with the Clearing House or such other amount as may be determined by the Chairman.		3. Any dispute submitted for arbitration and thereafter settled or discontinued under the rules in this Chapter may be subject to a refund of all but S\$500 of the fees deposited by each party with the Clearing House or such other amount as may be determined by the Chairman.

Table showing changes to Chapter 6 of the Current SGX-DC Rules

CURRENT RULE

NEW RULE

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
6.01.	GENERAL	6.01	GENERAL
	<p>1. Deliveries and delivery facilities in respect of any Contract shall be governed by the rules of the applicable Relevant Market for that Contract and, if not so dealt with, by the provisions of this Chapter and by such other requirements as the Clearing House may from time to time prescribe.</p>	6.01.1	<p>1. Deliveries and delivery facilities in respect of any Contract shall be governed by the rules of the applicable Relevant Market for that Contract and, if not so dealt with, by the provisions of this Chapter and by such other requirements as the Clearing House may from time to time prescribe.</p>
		6.01.1A	<p><u>Unless otherwise stated in these Rules or Circulars issued by the Clearing House from time to time, Eligible OTC Contracts are cash-settled contracts.</u></p>
	<p>2. Cash-settled Contracts cleared by and/or transferred or novated to Members and remaining open contracts may be satisfied by payment of cash.</p> <p>Any Contracts other than cash-settled Contracts cleared by a Member and/or transferred or novated to and remaining open may be liable to delivery in accordance with the rules of this Chapter.</p> <p>The obligations of Members under any Contract to which it is a party through the clearing process and/or the operation of a Mutual Offset System and which are settled by physical</p>	6.01.2	<p>2. Cash-settled Contracts cleared by and/or transferred or novated to Members and remaining open contracts may be satisfied by payment of cash.</p> <p>Any Contracts other than cash-settled Contracts cleared by a Member and/or transferred or novated to and remaining open may be liable to delivery in accordance with the rules of this Chapter.</p> <p>The obligations of Members under any Contract to which it is a party through the clearing process and/or the operation of a Mutual Offset System and which are settled by physical delivery (“delivery contracts”) shall</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>delivery (“delivery contracts”) shall be performed in accordance with the terms of such Contacts and in the manner and by the time prescribed by the rules of the Relevant Market at which it was traded and/or to which it was transferred or novated via a Mutual Offset System.</p>		<p>be performed in accordance with the terms of such Contacts and in the manner and by the time prescribed by the rules of the Relevant Market at which it was traded and/or to which it was transferred or novated via a Mutual Offset System.</p>
	<p>3. For the avoidance of doubt, except as otherwise provided in the Rules, the Clearing House does not guarantee the performance of any delivery contract.</p> <p>The Clearing House merely facilitates and/or oversees the delivery process in respect of such delivery contract as may be provided in the Rules. Rule 7.04 does not apply to any delivery contract.</p> <p>In this connection, where a Member elects or is compelled by the terms of any open contract cleared by and/or transferred or novated to it to effect or take physical delivery, such Member shall deliver to the Clearing House a tender in a form as from time to time prescribed by the Clearing House for such purpose accompanied in the event of such Member being the buyer under the open contract (the “Buyer” for the purposes of this Chapter) with the buying price to be paid thereunder to the Clearing House as escrow agent to be paid by the Clearing House to the Member being the seller</p>	<p>6.01.3</p> <p>6.01.3.1</p> <p>6.01.3.2</p>	<p>3. For the avoidance of doubt, except as otherwise provided in the Rules, the Clearing House does not guarantee the performance of any delivery contract.</p> <p>The Clearing House merely facilitates and/or oversees the delivery process in respect of such delivery contract as may be provided in the Rules. Rule 7.04 does not apply to any delivery contract.</p> <p>In this connection, where a Member elects or is compelled by the terms of any open contract cleared by and/or transferred or novated to it to effect or take physical delivery, such Member shall deliver to the Clearing House a tender in a form as from time to time prescribed by the Clearing House for such purpose accompanied in the event of such Member being the buyer under the open contract (the “Buyer” for the purposes of this Chapter) with the buying price to be paid thereunder to the Clearing House as escrow agent to be paid by the Clearing House to the Member being the seller</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>under the open contract (the “Seller” for the purposes of this Chapter) matched to the Buyer in accordance with the rules of the Relevant Market at which the Contract was traded and/or transferred or novated from pursuant to a Mutual Offset System (as the case may be).</p> <p>The Clearing House shall have no obligation to check any of the particulars specified in a tender, but the Clearing House may reject a tender where in its view the tender and the accompanying documents (and, where relevant, payment) do not comply with the relevant rules of the Relevant Market at which the trade for the Contract was concluded and/or transferred or novated from pursuant to a Mutual Offset System (as the case may be).</p>	<p>6.01.3.4</p>	<p>under the open contract (the “Seller” for the purposes of this Chapter) matched to the Buyer in accordance with the rules of the Relevant Market at which the Contract was traded and/or transferred or novated from pursuant to a Mutual Offset System (as the case may be).</p> <p>The Clearing House shall have no obligation to check any of the particulars specified in a tender, but the Clearing House may reject a tender where in its view the tender and the accompanying documents (and, where relevant, payment) do not comply with the relevant rules of the Relevant Market at which the trade for the Contract was concluded and/or transferred or novated from pursuant to a Mutual Offset System (as the case may be).</p>
		<p>6.01.4</p>	<p><u>If delivery or acceptance or any preconditions or requirement of either delivery or acceptance is prevented by a strike, fire, accident, action of government or act of God or other emergency, the Member making delivery or the Member accepting delivery shall immediately notify the Clearing House. Whether or not the Clearing House is so notified by such Member, if the Clearing House determines that an emergency exists, it shall take such action as it deems necessary under the circumstances and its decision shall be binding upon all parties to the Contract.</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
6.02.	OPEN CONTRACTS SUBJECT TO TENDER	6.02	OPEN CONTRACTS SUBJECT TO TENDER
	1. Unless the rules of the applicable Relevant Market otherwise provides, upon receipt of a tender in respect of any open contract from the Seller thereunder pursuant to Rule 6.01 above which the Clearing House accepts, the Clearing House shall nominate a Member who is a Buyer in respect of the open contract and who is, under the terms of the open contract, bound to accept delivery. Nomination shall be in such form as the Clearing House may from time to time prescribe.	6.02.1	1. Unless the rules of the applicable Relevant Market otherwise provides, upon receipt of a tender in respect of any open contract from the Seller thereunder pursuant to Rule 6.01 above which the Clearing House accepts, the Clearing House shall nominate a Member who is a Buyer in respect of the open contract and who is, under the terms of the open contract, bound to accept delivery. Nomination shall be in such form as the Clearing House may from time to time prescribe.
	2. A Buyer or Seller as the Clearing House may require (the “payor”) shall forthwith pay over to the Clearing House as escrow agent such security deposit or other payment as may be prescribed under the rules of the applicable Relevant Market or the Clearing House as security for the benefit of the Member who is the counterparty under the open contract for the performance of the payor’s obligations under the open contract.	6.02.2	2. A Buyer or Seller as the Clearing House may require (the “payor”) shall forthwith pay over to the Clearing House as escrow agent such security deposit or other payment as may be prescribed under the rules of the applicable Relevant Market or the Clearing House as security for the benefit of the Member who is the counterparty under the open contract for the performance of the payor’s obligations under the open contract.
	3. Upon nomination of the Buyer as aforesaid, the contract between the tendering Seller and the Clearing House and the contract between the Clearing House and the Member nominated as	6.02.3	3. Upon nomination of the Buyer as aforesaid, the contract between the tendering Seller and the Clearing House and the contract between the Clearing House and the Member nominated as Buyer

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Buyer shall both be novated and a new contract shall arise between the tendering Seller and the nominated Buyer, and the Clearing House shall (except for its obligation to pay over the buying price received to the Seller and/or return any security deposit and/or other payment received from the relevant Member(s) as may be required under the rules of the applicable Relevant Market and/or the Clearing House) be absolutely discharged from its erstwhile obligations under the 2 novated contracts and any dispute arising between the Member nominated as Buyer and the tendering Seller shall be dealt with between them in accordance with the rules of the applicable Relevant Market and/or the Clearing House.</p>		<p>shall both be novated and a new contract shall arise between the tendering Seller and the nominated Buyer, and the Clearing House shall (except for its obligation to pay over the buying price received to the Seller and/or return any security deposit and/or other payment received from the relevant Member(s) as may be required under the rules of the applicable Relevant Market and/or the Clearing House) be absolutely discharged from its erstwhile obligations under the 2 novated contracts and any dispute arising between the Member nominated as Buyer and the tendering Seller shall be dealt with between them in accordance with the rules of the applicable Relevant Market and/or the Clearing House.</p>
	<p>4. Where the rules of the applicable Relevant Market provides for tender in respect of any open contract to be by the Buyer thereunder, sub-paragraphs 1 and 3 shall apply in respect of such open contract with the references to “Buyer” and “Seller” being changed to “Seller” and “Buyer” respectively.</p>	<p>6.02.4</p>	<p>4. Where the rules of the applicable Relevant Market provides for tender in respect of any open contract to be by the Buyer thereunder, Rules 6.02.1 and 6.02.3 sub-paragraphs 1 and 3 shall apply in respect of such open contract with the references to “Buyer” and “Seller” being changed to “Seller” and “Buyer” respectively.</p>

Table showing changes to Chapter 7 of the Current SGX-DC Rules

<u>CURRENT RULE</u>		<u>NEW RULE</u>	
Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
7.01.	CLEARING HOUSE	7.01	CLEARING HOUSE
	1. The Clearing House shall facilitate the prompt adjustment of contractual obligations arising out of Contracts traded on the Exchange, a Relevant Market and the Participating Markets insofar as the same are duly accepted by the Clearing House or with respect to which the Clearing House is otherwise obliged to accept and to protect the integrity of such Contracts in accordance with the Rules.	7.01.1	1. The Clearing House shall facilitate the prompt adjustment of contractual obligations arising out of Contracts traded on the Exchange, a Relevant Market and the Participating Markets and OTC Contracts insofar as the same are duly accepted by the Clearing House or with respect to which the Clearing House is otherwise obliged to accept and to protect the integrity of such Contracts in accordance with the Rules.
	2. Wherever the Rules and/or the DT Rules create a right in favour of the Clearing House or impose a liability on the Clearing House, such right or liability shall prior to the Transfer Date be construed as the right or liability of the Exchange, and shall be enforced by or against the Exchange and on or after the Transfer Date, shall be construed as the right or liability of the Clearing House, and shall be enforced by or against the Clearing House.	7.01.2	2. Wherever the Rules and/or the DT Rules create a right in favour of the Clearing House or impose a liability on the Clearing House, such right or liability shall prior to the Transfer Date be construed as the right or liability of the Exchange, and shall be enforced by or against the Exchange and on or after the Transfer Date, shall be construed as the right or liability of the Clearing House, and shall be enforced by or against the Clearing House.
	3. The general management of the Clearing House shall be under the jurisdiction of the Clearing House Committee. The President shall appoint a Clearing House Manager,		3. The general management of the Clearing House shall be under the jurisdiction of the Clearing House Committee. The President shall appoint a

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>who shall be in direct charge of the daily operation of the Clearing House and the implementation of the provisions of the Rules applicable to the Clearing House.</p>		<p>Clearing House Manager, who shall be in direct charge of the daily operation of the Clearing House and the implementation of the provisions of the Rules applicable to the Clearing House.</p>
	<p>4. The Board shall from time to time prescribe in the Rules the rights and obligations of Members and all requisite matters in relation to the operation and management of the Clearing House (including but not limited to systems of clearing, deposits, margins, delivery, charges, settlement prices, payments and settlement).</p>	<p>7.01.4</p>	<p>4. The Board Clearing House shall from time to time prescribe in the Rules the rights and obligations of Members and all requisite matters in relation to the operation and management of the Clearing House (including but not limited to systems of clearing, deposits, margins, delivery, charges, settlement prices, payments and settlement).</p>
<p>7.02.</p>	<p>LIMITATION OF LIABILITY</p>	<p>7.02</p>	<p>LIMITATION OF LIABILITY</p>
	<p>Without prejudice to any other limitation or exclusion of liability (including liability with respect to Contracts liable to delivery as opposed to cash settlement) the liability of the Clearing House shall be limited to net losses to the Members resulting from the substitution of the Clearing House by way of novation in respect of Contracts between Members and/or to net losses in connection with the substitution of a Participating Market (or where relevant its clearing house) for members of the same or its clearing house pursuant to the Mutual Offset System.</p> <p>Without prejudice to the generality of the foregoing or to the</p>	<p>7.02.1</p>	<p>Without prejudice to any other limitation or exclusion of liability (including liability with respect to Contracts liable to delivery as opposed to cash settlement) the liability of the Clearing House shall be limited to net losses to the Members resulting from the substitution of the Clearing House by way of novation in respect of Contracts between Members and/or to net losses in connection with the substitution of a Participating Market (or where relevant its clearing house) for members of the same or its clearing house pursuant to the Mutual Offset System.</p> <p>Without prejudice to the generality of the foregoing or</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>provisions in Chapter 1, the Clearing House shall not be liable for obligations of a Member to any Third Party including a non-member of the Clearing House, obligations of a Member to another Member who is acting for him as broker or obligations to a Customer by a Member, nor shall the Clearing House become liable to make deliveries whether from any Third Party or any Member.</p>		<p>to the provisions in Chapter 1, the Clearing House shall not be liable for obligations of a Member to any Third Party including a non-member of the Clearing House, obligations of a Member to another Member who is acting for him as broker or obligations to a Customer by a Member, nor shall the Clearing House become liable to make deliveries whether from any Third Party or any Member.</p>
		<p><u>7.02A</u></p>	<p><u>TRADE REGISTRATION SYSTEM FOR ELIGIBLE OTC TRANSACTIONS</u></p>
		<p><u>7.02A.1</u> <u>7.02A.1.1</u></p>	<p><u>Eligible OTC Transactions</u></p> <p><u>Only OTC transactions which meet the following criteria (“Eligible OTC transactions”) will be eligible for registration with the Clearing House:</u></p> <ul style="list-style-type: none"> <u>a. a transaction which falls under one of the classes of Eligible OTC Contracts; and</u> <u>b. a transaction where the seller and the buyer have satisfied the risk limits prescribed by their respective Members; and</u> <u>c. a transaction where:</u> <ul style="list-style-type: none"> <u>i. the trade price falls within the price band prescribed by the Clearing House; or</u> <u>ii. notwithstanding that the trade price does not fall within the price band prescribed by the Clearing House, the Member acting for the seller and the Member</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p data-bbox="850 548 967 575">7.02A.1.2</p> <p data-bbox="850 1209 967 1236">7.02A.1.3</p>	<p data-bbox="1101 296 1380 512"><u>acting for the buyer have both signified their respective agreement through the Trade Registration System, to clear the transaction.</u></p> <p data-bbox="1003 548 1380 890"><u>If an OTC transaction does not fulfill the criteria in Rule 7.02A.1.1, the OTC transaction shall be deemed not to have been submitted to the Clearing House and the transaction shall remain in effect or be terminated, as the case may be, in accordance with any terms agreed between the seller and the buyer.</u></p> <p data-bbox="1003 926 1380 1171"><u>Once the criteria in Rule 7.02A.1.1 is satisfied, the Members acting for the seller and the buyer respectively shall be responsible for the Eligible OTC transaction as principals to the Clearing House.</u></p> <p data-bbox="1003 1209 1380 1551"><u>The specifications of Eligible OTC Contracts including Contract size, Contract Month, trading hours, underlying asset, exercise price, minimum price fluctuation, last trading day, settlement basis and method of exercise shall be set out in Circulars issued by the Clearing House from time to time.</u></p>
		<p data-bbox="850 1587 948 1614">7.02A.2</p> <p data-bbox="850 1682 967 1709">7.02A.2.1</p> <p data-bbox="850 1871 967 1898">7.02A.2.2</p>	<p data-bbox="1003 1587 1380 1646"><u>Registration of OTC Transactions</u></p> <p data-bbox="1003 1682 1380 1835"><u>The Trade Registration System will be utilized for the registration of OTC transactions with the Clearing House for clearing.</u></p> <p data-bbox="1003 1871 1380 1898"><u>An Eligible OTC transaction</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>may only be registered through the Trade Registration System by any of the following parties:</u></p> <ul style="list-style-type: none"> <u>a. an Inter Dealer Broker;</u> <u>b. a Member acting for a seller; or</u> <u>c. such other party authorized by the Member acting for a seller and approved by the Clearing House.</u> <p><u>7.02A.2.3 Where registration of an Eligible OTC transaction is submitted by a Member acting for a seller or a party authorised by such Member and approved by the Clearing House, confirmation of the Eligible OTC transaction may only be submitted by:</u></p> <ul style="list-style-type: none"> <u>a. a Member acting for a buyer; or</u> <u>b. such other party authorized by the Member acting for a buyer and approved by the Clearing House.</u> <p><u>7.02A.2.4 Any of the parties submitting registration or confirmation of an Eligible OTC transaction through the Trade Registration System shall comply with the terms and conditions governing the access to and operation of the Trade Registration System, as varied, amended, or supplemented from time to time.</u></p> <p><u>7.02A.2.5 A Member acting for a seller or buyer, as the case may be, must submit to the Clearing House the name of each Inter Dealer Broker or such other</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p data-bbox="852 451 971 478"><u>7.02A.2.6</u></p> <p data-bbox="852 766 971 793"><u>7.02A.2.7</u></p> <p data-bbox="852 1522 971 1549"><u>7.02A.2.8</u></p>	<p data-bbox="1003 296 1380 415"><u>party referred to at Rule 7.02A.2.2 who is authorized to register OTC transactions on the behalf of such Member.</u></p> <p data-bbox="1003 451 1380 730"><u>A Member acting for a seller or buyer, as the case may be, shall obtain the consent of such seller or buyer, before allowing an Inter Dealer Broker or such other party referred to at Rule 7.02A.2.2 to register OTC transactions on the behalf of such Member.</u></p> <p data-bbox="1003 766 1380 825"><u>Each registration of an Eligible OTC transaction must specify:</u></p> <ul style="list-style-type: none"> <li data-bbox="1003 861 1380 951"><u>a. the type(s) of Eligible OTC Contract(s) which the OTC transaction falls under;</u> <li data-bbox="1003 987 1266 1014"><u>b. the expiry month;</u> <li data-bbox="1003 1050 1209 1077"><u>c. the quantity;</u> <li data-bbox="1003 1113 1169 1140"><u>d. the price;</u> <li data-bbox="1003 1176 1380 1234"><u>e. the name of the Member acting for the buyer;</u> <li data-bbox="1003 1270 1380 1329"><u>f. the seller's account number; and</u> <li data-bbox="1003 1365 1380 1486"><u>g. such other particulars as may be prescribed by the Clearing House from time to time.</u> <p data-bbox="1003 1522 1380 1581"><u>Each confirmation of an Eligible OTC transaction shall include:-</u></p> <ul style="list-style-type: none"> <li data-bbox="1003 1617 1380 1707"><u>a. the details of the trade set out in Rules 7.02A.2.7.a to 7.02A.2.7.e;</u> <li data-bbox="1003 1743 1380 1801"><u>b. the buyer's account number; and</u> <li data-bbox="1003 1837 1380 1896"><u>c. such other particulars as may be prescribed by the</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p data-bbox="852 388 971 420">7.02A.2.9</p> <p data-bbox="852 1459 982 1491">7.02A.2.10</p> <p data-bbox="852 1806 982 1837">7.02A.2.11</p>	<p data-bbox="1052 294 1380 352"><u>Clearing House from time to time.</u></p> <p data-bbox="1003 388 1096 420"><u>Unless:</u></p> <p data-bbox="1003 451 1380 604"><u>a. the registration of an Eligible OTC transaction or the complete specification of trade details pursuant to Rule 7.02A.2.7; and</u></p> <p data-bbox="1003 640 1380 730"><u>b. the confirmation of the details set out in Rule 7.02A.2.8; and</u></p> <p data-bbox="1003 766 1380 982"><u>c. the signifying of agreement to the clearing of a trade, if the trade price does not fall within the prescribed price band as set out in Rule 7.02A.1.1.c.ii,</u></p> <p data-bbox="1003 1018 1380 1423"><u>are submitted to the Clearing House via the Trade Registration System on the same day, prior to the trade submission deadline(s) prescribed by the Clearing House, such Eligible OTC transaction will not be registered and the registration and confirmation details of the trade will be automatically deleted from the Trade Registration System.</u></p> <p data-bbox="1003 1459 1380 1774"><u>A Member acting for a seller shall assume the duties and obligations of the seller, as principal to the Clearing House, for an Eligible OTC transaction that has been registered and confirmed by any of the parties in Rules 7.02A.2.2 and 7.02A.2.3 respectively.</u></p> <p data-bbox="1003 1806 1380 1892"><u>A Member acting for a buyer shall assume the duties and obligations of the buyer, as</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>principal to the Clearing House, for an Eligible OTC transaction that has been registered and confirmed by any of the parties in Rules 7.02A.2.2 and 7.02A.2.3 respectively.</u></p>
		<p>7.02B</p>	<p><u>WITHDRAWAL OF OTC CONTRACTS FOR CLEARING BY THE CLEARING HOUSE</u></p>
		<p>7.02B.1</p>	<p><u>The Clearing House shall be entitled to withdraw any class of Eligible OTC Contracts for clearing at its discretion. The Clearing House will give the Members reasonable notice where possible, before such withdrawal.</u></p>
		<p>7.02B.2</p>	<p><u>The Clearing House shall have the sole discretion to disallow the registration of an Eligible OTC transaction, other than a closing-out contract after it has given notice to withdraw the clearing of any class of Eligible OTC Contract which the OTC transaction falls under.</u></p>
		<p>7.02B.3</p> <p>7.02B.3.1</p> <p>7.02B.3.2</p>	<p><u>If a Member has not closed out all open Eligible OTC transactions registered in its name after the Clearing House has given such notice, the Clearing House shall, at its sole discretion, be entitled to:</u></p> <p><u>liquidate any or all of such Eligible OTC transactions and require such transactions to be cash settled at a price determined by the Clearing House; or</u></p> <p><u>postpone the withdrawal date until such time as the Clearing House determines.</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
7.03.	PROTECTION OF CLEARING HOUSE¹	7.03	PROTECTION OF CLEARING HOUSE²
	<p>1. Default by Member and Participating Market</p> <p>Without prejudice and subject to the other provisions of the Rules, if a Member fails promptly to discharge any of its obligations to the Clearing House, then its Security Deposit, its margins on deposit with the Clearing House, and any of its other assets or securities (including without limitation Letters of Credit procured by it to be issued to the Clearing House) available to the Clearing House shall be applied by the Clearing House to discharge the obligation. Without prejudice to the rights of the Clearing House in respect of such failure, the Member shall immediately make up any deficiencies in its Security Deposit resulting from such application.</p>	<p>7.03.1</p> <p>7.03.1.1</p>	<p>1. Default by Member and Participating Market</p> <p>Without prejudice and subject to the other provisions of the Rules; if a Member fails promptly to discharge any of its obligations to the Clearing House, then its Security Deposit, its margins on deposit with the Clearing House, and any of its other assets or securities (including without limitation Letters of Credit procured by it to be issued to the Clearing House) available to the Clearing House shall be applied by the Clearing House to discharge the obligation. Without prejudice to the rights of the Clearing House in respect of such failure, the Member shall immediately make up any deficiencies in its Security Deposit resulting from such application.</p> <p>Where a Member has failed promptly to discharge any of its obligations to the Clearing House in respect of a House Contract, the Clearing House may apply:</p> <p>a. the Member's Security Deposit; and</p> <p>b. margins, assets or securities (including without limitation Letters of Credit procured by the Member to be issued to the Clearing House) deposited by the Member in relation to House</p>

¹ Revised, effective 20 January 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

² ~~Revised, effective 20 January 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		7.03.1.2	<p><u>Contracts.</u></p> <p><u>Where a Member has failed promptly to discharge any of its obligations to the Clearing House in respect of a Customer Contract, the Clearing House may apply:</u></p> <p><u>a. the Member's Security Deposit;</u></p> <p><u>b. margins, assets or securities (including without limitation Letters of Credit procured by the Member to be issued to the Clearing House) deposited by the Member in relation to House Contracts; and</u></p> <p><u>c. margins, assets or securities (including without limitation Letters of Credit procured by the Member to be issued to the Clearing House) deposited by the Member in relation to Customer Contracts provided that the conditions in the SFA are satisfied.</u></p>
		7.03.1.3	<p><u>Without prejudice to the rights of the Clearing House in respect of failure by the Member to promptly discharge any of its obligations to the Clearing House, the Member shall immediately make up any deficiencies in its Security Deposit resulting from such applications.</u></p>
	The Member shall not take any action or do anything that will directly or indirectly interfere with, prohibit, restrict or inhibit the ability of the Clearing House to so	7.03.1.4	The Member shall not take any action or do anything that will directly or indirectly interfere with, prohibit, restrict or inhibit the ability of the Clearing House to so apply such

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>apply such Security Deposit, margins on deposit, assets or securities and the Clearing House shall, except where it has acted in bad faith, be under no liability to the Member or any other person whatsoever in so applying such Security Deposit, margins on deposit, assets or securities and the Member shall fully indemnify and keep indemnified the Clearing House and hold the Clearing House harmless against any such liability.</p>		<p>Security Deposit, margins on deposit, assets or securities and the Clearing House shall, except where it has acted in bad faith, be under no liability to the Member or any other person whatsoever in so applying such Security Deposit, margins on deposit, assets or securities and the Member shall fully indemnify and keep indemnified the Clearing House and hold the Clearing House harmless against any such liability.</p>
	<p>If a Participating Market and/or its clearing house as the case may be fails promptly to discharge any of its obligations to the Clearing House arising out of the Mutual Offset System, the Letters of Credit, margins, other assets or securities of such Participating Market shall be applied by the Clearing House to discharge the obligation.</p>	<p>7.03.1.5</p>	<p>If a Participating Market and/or its clearing house as the case may be fails promptly to discharge any of its obligations to the Clearing House arising out of the Mutual Offset System, the Letters of Credit, margins, other assets or securities of such Participating Market shall be applied by the Clearing House to discharge the obligation.</p>
	<p>2. Losses Borne by Clearing House</p> <p>In the event that the Clearing House suffers a loss as a result of:</p> <p>a. the insufficiency of a Member’s Security Deposit, margins on deposit with the Clearing House, or any of its other</p>	<p>7.03.2</p> <p>7.03.2.1</p>	<p>2. Losses Borne by Clearing House</p> <p>In the event that the Clearing House suffers a loss as a result of:</p> <p><u>On the occurrence of any of the following events, or if the Clearing House in its discretion determines that any of the following events has occurred, the Clearing House may declare an event of default:-</u></p> <p>a. the insufficiency of a Member’s Security Deposit, margins on deposit with the Clearing House, or any of its other</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>assets or securities available to the Clearing House to fully discharge such Member's obligations to the Clearing House; or</p> <p>b. the insufficiency of a Participating Market's Letters of Credit, margins or any of its other assets or securities available to the Clearing House to fully meet such Participating Market's and/or its clearing house's obligations to the Clearing House; or</p> <p>c. the insolvency of a Member, a Participating Market and/or its clearing house or any depository (as defined in Rule 2.35:4); or</p> <p>d. conversion, theft, breach of trust, embezzlement, or any other cause.</p> <p>such loss shall be met and made good promptly by the use and application of funds from the following sources in the order of priority hereafter listed, with each source of funds to be completely exhausted, subject to the limitations contained therein, before the next source is applied.</p> <p>While such application of funds shall be mandatory, the detailed implementation of this Rule shall be the responsibility of the Board:</p>	<p>7.03.2.2</p>	<p>assets or securities available to the Clearing House to fully discharge such Member's obligations to the Clearing House; or</p> <p>b. the insufficiency of a Participating Market's Letters of Credit, margins or any of its other assets or securities available to the Clearing House to fully meet such Participating Market's and/or its clearing house's obligations to the Clearing House; or</p> <p>c. the insolvency of a Member, a Participating Market and/or its clearing house or any depository (as defined in Rule 2.35:4); or</p> <p>d. conversion, theft, breach of trust, embezzlement, or any other cause.</p> <p>such Any loss suffered by the Clearing House arising from or in connection with an event of default shall be met and made good promptly by the use and application of funds from the following sources (collectively known as the "Clearing Fund") in the order of priority hereafter listed, with each source of funds to be completely exhausted, subject to the limitations contained therein, before the next source is applied:-</p> <p>While such application of funds shall be mandatory, the detailed implementation of this Rule shall be the responsibility of the Board:</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>(i) The net proceeds of such financial guarantee and/or default insurance available to the Clearing House to be called upon and such other surplus funds of the Clearing House as the Board may determine are in excess of funds necessary for normal operations.</p>		<p><u>a. i. the capital of the Clearing House up to an aggregate amount which shall not exceed S\$68,000,000; or</u></p> <p>(i) ii. The net proceeds of such financial guarantee and/or default insurance available to the Clearing House to be called upon, and such other surplus funds of the Clearing House as the Board may determine are in excess of funds necessary for normal operations up to an aggregate amount <u>which aggregate value shall not exceed S\$68,000,000.</u></p>
	<p>(ii) Such assets of any trust fund established under the Rules as the Board may designate for this purpose, except that the assets used for this purpose shall not exceed 50% of the assets of such trust fund.</p>		<p>(ii) b. Such assets of any trust fund established under the <u>DT</u> Rules as the Board may designate for this purpose, <u>as may be available,</u> except that the assets used for this purpose shall not exceed 50% of the assets of such trust fund.</p>
	<p>(iii) Security Deposits in equal amounts from each Member.</p>		<p>(iii) c. Security Deposits in equal amounts from each Member <u>which had:</u></p> <p><u>i. cleared Contracts belonging to the same class of Contract in which the event of default occurred, during the six month period preceding the day the event of default was declared by the</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>Clearing House; or</u></p> <p><u>ii. an open commitment in Contracts belonging to the same class of Contract in which the event of default occurred, as of the close of the tenth Business Day preceding the day the event of default was declared by the Clearing House (with the periods at Rules 7.03.2.2.c.i. and 7.03.2.2.c.ii. collectively referred to as the “Relevant Periods”).</u></p>
	<p>(iv) The balance of the Clearing House’s loss remaining after application of the above funds shall be levied against Members (excluding any insolvent Member) as follows:</p> <p>(a) Up to 50% of the balance shall be levied against Members in proportion to the relationship between their respective minimum Adjusted Net Capital, financial resources or adjusted net head office funds, as applicable, required by the Clearing House (as shown on the statement most recently submitted by them respective to</p>		<p><u>(iv)d.</u> The balance of the Clearing House’s loss remaining after application of the above funds shall be levied against Members (excluding any insolvent Member) <u>referred to at Rule 7.03.2.2.c.</u> as follows:</p> <p><u>(a)i.</u> Up up to 50% of the balance shall be levied against <u>each</u> Members in proportion to the relationship between their respective minimum Adjusted Net Capital, financial resources or adjusted net head office funds, as applicable, required by the Clearing House (as shown on the statement most recently submitted by them respective to</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>the Clearing House) and the total minimum Adjusted Net Capital, financial resources and adjusted net head office funds required of all Members (excluding any insolvent Member) and which are subject to levy pursuant to this sub-paragraph, except that no Member shall be levied in excess of US\$250,000 under this paragraph.</p> <p>(b) The loss still remaining uncovered after the application of funds prescribed by sub-paragraph a. above shall be levied as follows:</p> <ul style="list-style-type: none"> • 50% shall be levied in proportion to each Member's (excluding any insolvent Member) share of the total number of Contracts cleared during the six month period preceding the day the loss was declared by the Clearing House; 		<p>the Clearing House) and the total minimum Adjusted Net Capital, financial resources and adjusted net head office funds required of all such Members (excluding any insolvent Member) and which are subject to levy pursuant to this sub-paragraph Rule 7.03.2.2.d.i., except that no such Member shall be levied in excess of US\$250,000 under this paragraph Rule 7.03.2.2.d.i.</p> <p>(b) ii. ii. The loss still remaining uncovered after the application of funds prescribed by sub-paragraph a. Rule 7.03.2.2.d.i. above shall be levied against Members (excluding any insolvent Member) referred to at Rule 7.03.2.2.c. as follows:-</p> <ul style="list-style-type: none"> → aa. 50% shall be levied in proportion to each Member's (excluding any insolvent Member) share of the total number of Contracts belonging to the same class of Contract in which the event of default occurred, cleared during

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<ul style="list-style-type: none"> • 50% shall be levied in proportion to each Member's (excluding any insolvent Member) average share of the total open commitment as of the close of the tenth Business Day preceding the day the loss was declared by the Clearing House. <p>(c) A Member who has deposited with the Clearing House a Letter of Credit of S\$8,000,000 pursuant to Rule 2.07 or 2.08 shall not be levied in excess of S\$8,000,000 under the two immediately preceding subparagraph(iv) (a) and (b).</p>		<p>the six month period preceding the day the loss event of default was declared by the Clearing House; and</p> <ul style="list-style-type: none"> • bb. <u>bb. the remaining</u> 50% shall be levied in proportion in each Member's (excluding any insolvent Member) average share of the total open commitment <u>in Contracts belonging to the same class of Contract in which the event of default occurred,</u> as of the close of the tenth Business Day preceding the day the loss event of default was declared by the Clearing House. <p>(e) <u>e.</u> A Member who has deposited with the Clearing House a Letter of Credit of S\$8,000,000 pursuant to Rule 2.07, <u>2.07C, 2.08, or 2.08C at the time of the event of default,</u> shall not be levied in excess of S\$8,000,000 under the two immediately preceding subparagraph(iv) (a) and (b). <u>Rules 7.03.2.2.d.i. and ii, in respect of that particular event of</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>default.</u></p> <p><u>f. The loss still remaining uncovered after the application of funds prescribed by Rules 7.03.2.2.d and 7.03.2.2.e shall be levied against Members (excluding any insolvent Member) as follows:-</u></p> <p><u>i. Security Deposits in equal amounts from each Member which had:-</u></p> <p><u>aa. cleared</u> <u>Contracts, not belonging to the same class of Contract in which the event of default occurred, during the six month period preceding the day the loss was declared by the Clearing House; or</u></p> <p><u>bb. an open commitment in Contracts, not belonging to the same class of Contract in which the event of default occurred, as of the close of the tenth Business Day preceding the day the loss was declared by the Clearing House; or</u></p> <p><u>cc. not cleared or had no open</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>commitment in Contracts belonging to the same class of Contract in which the event of default occurred, during the Relevant Periods,</u></p> <p><u>PROVIDED ALWAYS that if such Member's Security Deposit had been applied pursuant to Rule 7.03.2.2.c, its Security Deposits shall not be applied again pursuant to this Rule 7.03.2.2.f.</u></p> <p><u>g. The balance of the Clearing House's loss remaining after the application of funds prescribed by Rule 7.03.2.2.f above shall be levied against Members referred to at Rule 7.03.2.2.f (excluding any insolvent Member and any Member which has deposited with the Clearing House a Letter of Credit of S\$8,000,000 pursuant to Rule 2.07, 2.07C, 2.08 or 2.08C and has been levied the maximum amount that may be levied against it with respect to the relevant event of default pursuant to Rules 7.03.2.2.d.i and ii) as follows:-</u></p> <p><u>i. up to 50% of the balance shall be levied against each Member (excluding any Member which has been levied</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>pursuant to Rule 7.03.2.2.d.i) in proportion to the relationship between their respective minimum financial resources or adjusted net head office funds, as applicable, required by the Clearing House (as shown on the statement most recently submitted by them respective to the Clearing House) and the total minimum financial resources and adjusted net head office funds required of all such Members levied pursuant to this Rule 7.03.2.2.g.i, PROVIDED ALWAYS that no Member shall be levied in excess of US\$250,000 under this Rule 7.03.2.2.g.i.</u></p> <p><u>ii. the loss still remaining uncovered after the application of funds prescribed by Rule 7.03.2.2.g.i. above shall be levied as follows:</u></p> <p><u>aa. 50% shall be levied in proportion to each Member's (excluding any insolvent Member and any Member which has deposited with the Clearing House a Letter of Credit of S\$8,000,000</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p>pursuant to Rule 2.07, 2.07C, 2.08 or 2.08C and has been levied the maximum amount that may be levied against it with respect to the relevant event of default pursuant to Rules 7.03.2.2.d.i and ii and 7.03.2.2.g.i) share of the total number of Contracts, not belonging to the same class of Contract in which the event of default occurred, cleared by all Members levied pursuant to this Rule 7.03.2.2.g.ii.aa during the six month period preceding the day the loss was declared by the Clearing House;</p> <p>bb. the remaining 50% shall be levied in proportion in each Member's (excluding any insolvent Member and any Member which has deposited with the Clearing House a Letter of Credit of S\$8,000,000 pursuant to Rule 2.07, 2.07C, 2.08 or 2.08C and has been levied the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>maximum amount that may be levied against it with respect to the relevant event of default pursuant to Rule 7.03.2.2.d.i and ii and 7.03.2.2.g.i) average share of the total open commitment in Contracts not belonging to the same class of Contract in which the event of default occurred of all Members levied pursuant to this Rule 7.03.2.2.g.ii.bb, as of the close of the tenth Business Day preceding the day the loss was declared by the Clearing House.</u></p> <p><u>h. A Member who has deposited with the Clearing House a Letter of Credit of S\$8,000,000 pursuant to Rules 2.07, 2.07C, 2.08 and 2.08C at the time of the event of default shall not be levied in excess of S\$8,000,000 under Rules 7.03.2.2.d.i and ii and 7.03.2.2.g.i and ii, in respect of that particular event of default.</u></p>
		7.03.3	<p><u>If the Clearing House is unable to ascertain any of its losses in relation to a potential Flat Rate adjustment promptly after an event of default, the Clearing House may estimate its loss as if such estimated loss has</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>already been ascertained, and apply the Clearing Fund accordingly. Upon ascertaining its actual loss suffered in relation to a Flat Rate adjustment, the Clearing House will debit or credit the monies to the Clearing Fund accordingly.</u></p>
		7.03.4	<p><u>For the purpose of Rules 7.03.2.2.c, d, f and g, an event of default shall either fall within: the class of Contracts that are listed for trading on the Exchange or Relevant Market, or under the class of OTC Contracts except as provided in Rules 7.03.6 and 7.03.8.3, when an event of default is deemed to fall within both classes of Contracts.</u></p>
		7.03.5	<p><u>An event of default shall be deemed to have fallen within a particular class of Contract if the defaulting Member had open commitment or outstanding obligations to the Clearing House in that class of Contract at the time of such default.</u></p>
		7.03.6	<p><u>Where an event of default is due to the insufficiency of a Member's Security Deposit, margins, on deposit with the Clearing House, or any of its other assets or securities available to the Clearing House to fully discharge such Member's obligations to the Clearing House, or is due to the insolvency of a Member, if the Member was clearing or had open commitment in Contracts that are listed for trading on the Exchange or the Relevant Market and OTC Contracts at the time of the default, it shall be deemed for the purpose of</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>Rules 7.03.2.2.c, d, f and g that a default has occurred in both classes of Contracts.</u></p>
		<p><u>7.03.7</u></p>	<p><u>Where an event of default is due to the insufficiency of a Participating Market's Letter of Credit, margins or any of its other assets or securities available to the Clearing House to fully meet such Participating Market's and/or its clearing house's obligations to the Clearing House or the insolvency of a Participating Market, a default shall be deemed to have occurred in the class of Contracts that are listed for trading on the Exchange or the Relevant Market.</u></p>
		<p><u>7.03.8</u></p> <p><u>7.03.8.1</u></p> <p><u>7.03.8.2</u></p>	<p><u>Where an event of default is due to conversion, theft, breach of trust, embezzlement, or any other cause, a default shall be deemed to have occurred in:</u></p> <p><u>the class of Contracts that are listed for trading on the Exchange or the Relevant Market, if the conversion, theft, breach of trust, embezzlement or such other cause occurred in a Member that was only clearing or had open commitment in Contracts that are listed for trading on the Exchange and the Relevant Market at the time of the default;</u></p> <p><u>the class of OTC Contracts if the conversion, theft, breach of trust, embezzlement or such other cause occurred in a Member that was only clearing or had open commitment in</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		7.03.8.3	<p><u>OTC Contracts at the time of the default; or</u></p> <p><u>both Contracts that are listed for trading on the Exchange or the Relevant Market and OTC Contracts if the conversion, theft, breach of trust, embezzlement or such other cause occurred in a Member that was clearing or had open commitment in both classes of Contracts at the time of the default.</u></p>
		7.03.9	<p><u>[This Rule has been intentionally left blank.]</u></p>
		7.03.10	<p><u>While application of the Clearing Fund shall be mandatory, the detailed implementation of Rule 7.03 shall be the responsibility of the Clearing House.</u></p>
	<p>3. Rights of Clearing House for Recovery of Loss</p> <p>If a Member's Security Deposit, margins on deposit with the Clearing House and any of its other assets or securities available to the Clearing House are insufficient to fully discharge all of such Member's obligations to the Clearing House, including all claims against the Clearing House by reason of its substitution for that Member pursuant to Rule 7.04, the Clearing House shall nonetheless pay all such claims, which shall be deemed a loss to it and which shall be a debt from the defaulting Member to the Clearing House, which the Clearing House may collect from the assets or securities of such Member available to</p>	<p>3. 3- Rights of Clearing House for Recovery of Loss</p> <p>7.03.11.1 7.03.11.1</p>	<p>If a Member's Security Deposit, margins on deposit with the Clearing House and any of its other assets or securities available to the Clearing House are insufficient to fully discharge all of such Member's obligations to the Clearing House, including all claims against <u>or expenses incurred by</u> the Clearing House by reason of its substitution for that Member pursuant to Rule 7.04, the Clearing House shall nonetheless pay all such claims <u>and expenses related to any of the action which the Clearing House may take pursuant to Rule 2.31.1 (including drawings from the Clearing Fund and expenses)</u>, which shall be deemed a loss to it and which shall be a debt</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>it or by process of law.</p> <p>If a loss in respect of which a levy has been made against Members pursuant to Rule 7.03:2 is afterward recovered by the Clearing House in whole or in part, the net amount of such recovery shall be credited to such persons (whether or not they are Members at the time of recovery) in proportion to the amount of the assessment paid by such persons.</p>	<p>7.03.11.2</p> <p>7.03.11.3</p>	<p>from the defaulting Member to the Clearing House, which the Clearing House may collect from the assets or securities of such Member available to it or by process of law.</p> <p>If any amount paid out of the Clearing Fund pursuant to Rule 7.03.2 is subsequently recovered by the Clearing House in whole or in part, the Clearing House shall credit the amount so received to the Clearing Fund in the reverse of the order in which it was paid out.</p> <p>If a loss in respect of which a levy has been made against Members pursuant to Rule 7.03:2 Rules 7.03.2.2.c, d, f and g is afterward recovered by the Clearing House in whole or in part, the net amount of such recovery shall be credited to such persons (whether or not they are Members at the time of recovery) in proportion to the amount of the assessment paid by such persons.</p>
	<p>4. Security Deposits to be Restored</p> <p>In the event that it shall become necessary as provided above to apply all or part of the Security Deposits to meet obligations to the Clearing House (other than a Member's own obligation resulting from the substitution of the Clearing House on its trades), the Member shall immediately make good any such deficiency in Security Deposits prior to the close of business on the Business Day immediately following such</p>	<p>7.03.12</p> <p>7.03.12.1</p>	<p>4. Security Deposits to be Restored</p> <p>In the event that it shall become necessary as provided above in Rule 7.03 to apply all or part of the Security Deposits to meet obligations to the Clearing House (other than a Member's own obligation resulting from the substitution of the Clearing House on its trades), the Member shall immediately make good any such deficiency in Security Deposits prior to the close of business on the Business Day immediately following such application.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	application.		
7.04.	SUBSTITUTION	7.04	SUBSTITUTION
	<p>1. Except with respect to trades made pursuant to Rules 7.27 (other than a Relevant Trade as defined in Rule 7.27:3) and Exchanges for Physicals/Spot ("EFPs") and Exchanges for Swaps ("EFSs") and Negotiated Large Trades ("NLTs"³ or as otherwise provided by the Rules, if the Clearing House accepts the clearing memoranda in respect of one or more Contracts executed on a Relevant Market and matched on a Relevant Market to be cleared through the Clearing House or accepted by the Clearing House pursuant to an Mutual Offset System, the Clearing House shall be substituted as and shall assume the position of selling Member to the buying Member and buying Member to the selling Member and thereupon the Clearing House shall have all the rights and be subject to all the liabilities with respect to such transaction of the Members who were the parties to such transaction. Such substitution shall be effective in law for all purposes.</p>	<p>7.04.1</p> <p>1. Except with respect to trades made pursuant to Rules 7.27 (other than a Relevant Trade as defined in Rule 7.27:33.3) and Exchanges for Physicals/Spot ("EFPs") and Exchanges for Swaps ("EFSs") and Negotiated Large Trades ("NLTs")⁴ or as otherwise provided by the Rules, if the Clearing House accepts the clearing memoranda in respect of one or more Contracts executed on a Relevant Market and matched on a Relevant Market to be cleared through the Clearing House or accepted by the Clearing House pursuant to an Mutual Offset System, or if the Clearing House accepts an Eligible OTC transaction registered for clearing pursuant to Rule 7.02A.2, the Clearing House shall be substituted as and shall assume the position of selling Member to the buying Member and buying Member to the selling Member and thereupon the Clearing House shall have all the rights and be subject to all the liabilities with respect to such transaction of the Members who were the parties to such transaction. Such substitution shall be effective in law for all purposes.</p>	

³ Revised, effective 8 December 2000. Circular No. DC/AM-51 of 2000 (8 December 2000).

~~⁴ Revised, effective 8 December 2000. Circular No. DC/AM-51 of 2000 (8 December 2000).~~

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	2. In respect of Designated Futures Contracts traded pursuant to the Mutual Offset System, upon Inter-Exchange Transfer (as defined) in Rule 8.03 taking place the rights and liabilities of the Clearing House shall, subject to any agreement otherwise between the Clearing House and the relevant Participating Exchange, be as spelt out in the rules of the relevant Participating Market.	7.04.2	2. In respect of Designated Futures Contracts traded pursuant to the Mutual Offset System, upon Inter-Exchange Transfer (as defined) in Rule 8.03 taking place the rights and liabilities of the Clearing House shall, subject to any agreement otherwise between the Clearing House and the relevant Participating Exchange, be as spelt out in the rules of the relevant Participating Market.
	3. With regard to trades made pursuant to Rule 7.27 (other than a Relevant Trade as defined in Rule 7.27:3) and EFPs and EFSs and NLTs ⁵ , the Clearing House shall be substituted only as at the time of payment of the first Settlement Variation and maintenance margin due for such trades pursuant to Rule 7.12 as confirmed by the appropriate settlement bank(s) for both Members.	7.04.3	3. With regard to trades made pursuant to Rule 7.27 (other than a Relevant Trade as defined in Rule 7.27: 3.3) and EFPs and EFSs and NLTs ⁶ , the Clearing House shall be substituted only as at the time of payment of the first Settlement Variation and maintenance margin due for such trades pursuant to Rule 7.12 as confirmed by the appropriate settlement bank(s) for both Members.
	4. Upon the transfer of an open contract pursuant to the Rules and its acceptance for clearing in accordance with the Rules, such open contract shall be discharged and replaced by novation by an open contract between the Member into whose name the open contract was transferred and the Clearing House, as principals to such open contract.	7.04.4	4. Upon the transfer of an open contract pursuant to the Rules and its acceptance for clearing in accordance with the Rules, such open contract shall be discharged and replaced by novation by an open contract between the Member into whose name the open contract was transferred and the Clearing House, as principals to such open

⁵ Revised, effective 8 December 2000. Circular No. DC/AM-51 of 2000 (8 December 2000).

~~⁶ Revised, effective 8 December 2000. Circular No. DC/AM-51 of 2000 (8 December 2000).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			contract.
	5. Upon the exercise of an option contract by or on behalf of a Member or, as the case may be, by the Clearing House or upon the deemed exercise of such option contract pursuant to the Rules of the Relevant Market at which the option contract was traded, the option contract shall be replaced by novation by an open contract in the terms specified in the option contract at the strike price or at some other price in accordance with the terms of such option contract.	7.04.5	5. Upon the exercise of an option contract by or on behalf of a Member or, as the case may be, by the Clearing House or upon the deemed exercise of such option contract pursuant to the Rules of the Relevant Market at which the option contract was traded, the option contract shall be replaced by novation by an open contract in the terms specified in the option contract at the strike price or at some other price in accordance with the terms of such option contract.
	6. Nothing in these Rules shall be regarded, treated or otherwise interpreted as limiting, diminishing, modifying or otherwise affecting the relationship between the Clearing House and a Member, which, when Contracts have been accepted by the Clearing House, and as between the Clearing House and the Member, is and is deemed to be, as principals to one another.	7.04.6	6. Nothing in these Rules shall be regarded, treated or otherwise interpreted as limiting, diminishing, modifying or otherwise affecting the relationship between the Clearing House and a Member, which, when Contracts have been accepted by the Clearing House, and as between the Clearing House and the Member, is and is deemed to be, as principals to one another.
	7. Nothing in these Rules shall be regarded, treated or otherwise interpreted as obliging or requiring the Clearing House to recognise any right or entitlement of any Third Party (in so far as such right or entitlement is contrary to the provisions in Chapter 1 of the Rules or Rule 7.04).	7.04.7	7. Nothing in these Rules shall be regarded, treated or otherwise interpreted as obliging or requiring the Clearing House to recognise any right or entitlement of any Third Party (in so far as such right or entitlement is contrary to the provisions in Chapter 1 of the Rules or Rule 7.04).

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
7.05.	<p>OPEN POSITIONS/ OPEN CONTRACTS</p> <p>All Contracts to which the Clearing House is a party shall remain open until liquidated by offset as provided in Rule 7.06 or by delivery in accordance with Chapter 6 of the Rules, in each case by the relevant provision(s) of the Relevant Market where the Contracts were traded and/or transferred or novated from pursuant to a Mutual Offset System and the Rules.</p>	7.05	<p>OPEN POSITIONS/ OPEN CONTRACTS</p> <p>7.05.1 All Contracts to which the Clearing House is a party shall remain open until liquidated by offset as provided in Rule 7.06 or by delivery in accordance with Chapter 6 of the Rules, in each case by the relevant provision(s) of the Relevant Market where the Contracts were traded and/or transferred or novated from pursuant to a Mutual Offset System and the Rules. and</p> <p>7.05.1.1 <u>for OTC Contracts, such liquidation or delivery shall be in accordance with these Rules; and</u></p> <p>7.05.1.2 <u>for other Contracts, such liquidation or delivery shall be in accordance with the relevant provision(s) of the Relevant Market where the Contracts were traded and/or transferred or novated from pursuant to a Mutual Offset System and the Rules.</u></p>
7.06.	<p>OFFSET BY LIQUIDATION</p> <p>A Member long or short any Contract to the Clearing House as a result of substitution may liquidate the position by acquiring an appropriate opposite position.</p>	7.06	<p>7.06.1 OFFSET BY LIQUIDATION</p> <p>A Member long or short any Contract to the Clearing House as a result of substitution may liquidate the position by acquiring an appropriate opposite position.</p>
7.07.	<p>OFFSET NOT AUTOMATIC</p> <p>When a Member buys and sells or (vis-à-vis the Clearing House) is deemed to buy and sell the same Commodity for the same delivery month, a put option with the same class of options, the same strike price and expiration month or a call option with the same class of</p>	7.07	<p>7.07.1 OFFSET NOT AUTOMATIC</p> <p>When a Member buys and sells or (vis-à-vis the Clearing House) is deemed to buy and sell the same Commodity for the same delivery month, a put option with the same class of options, the same strike price and expiration month or a call</p>

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	options, the same strike price and expiration month and such Contracts are cleared through the Clearing House, the purchases and sales are not automatically offset one against the other. Transactions can only be offset against one another by complying with Rule 7.09 and rules of the Relevant Market(s) at which they were effected.		option with the same class of options, the same strike price and expiration month and such Contracts are cleared through the Clearing House, the purchases and sales are not automatically offset one against the other. Transactions can only be offset against one another by complying with Rule 7.09 and rules of the Relevant Market(s) at which they were effected.
7.08.	<p>FALSE INFORMATION</p> <p>Without prejudice to the right and power of the Clearing House at the cost and expense of the Member concerned to effect such rectification or correction measures otherwise, no Member shall place any false or inaccurate entries on any other submission or otherwise provide false or inaccurate information in any document submitted to the Clearing House for clearing purposes.</p> <p>Violation of this Rule may constitute a major offence.</p>	7.08 7.08.1	<p>FALSE INFORMATION</p> <p>Without prejudice to the right and power of the Clearing House at the cost and expense of the Member concerned to effect such rectification or correction measures otherwise, no Member shall place any false or inaccurate entries on any other submission or otherwise provide false or inaccurate information in any document submitted to the Clearing House for clearing purposes.</p> <p>Violation of this Rule may constitute a major offence.</p>
7.09.	<p>POSITION CHANGE SHEETS</p> <p>Position change sheets must be submitted to the Clearing House each trading day by the time specified by the Clearing House. Position change sheets shall be in such form as prescribed by the Clearing House. When requested, the identification of accounts will be made available to the Clearing House.</p>	7.09 7.09.1	<p>POSITION CHANGE SHEETS</p> <p>Position change sheets must be submitted to the Clearing House each trading day by the time specified by the Clearing House. Position change sheets shall be in such form as prescribed by the Clearing House. When requested, the identification of accounts will be made available to the Clearing House.</p>
7.10.	<p>RECAP LEDGER</p> <p>1. From the cleared trades and</p>	7.10 7.10.1	<p>RECAP LEDGER</p> <p>1. From the cleared trades</p>

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	<p>the position change sheets, the Clearing House will produce a recap ledger for each Member which will itemise the incoming positions in respect of any Contract; the position changes for the day, the closing positions in respect of any Contract; the net settlements, pay or collect, margins required at the close of the day, the current day's margin balance, and the combined net debit or credit balance for the day.</p> <p>2. If a Member believes that there is any error in the recap ledger, the Member must immediately notify the Clearing House in writing and in any event, no later than 5pm on the following Business Day.</p> <p>Violation of this Rule may constitute a major offence.</p>	<p>7.10.2</p>	<p>and the position change sheets, the Clearing House will produce a recap ledger for each Member which will itemise the incoming positions in respect of any Contract; the position changes for the day, the closing positions in respect of any Contract; the net settlements, pay or collect, margins required at the close of the day, the current day's margin balance, and the combined net debit or credit balance for the day.</p> <p>2. If a Member believes that there is any error in the recap ledger, the Member must immediately notify the Clearing House in writing and in any event, no later than 5 p.m. on the following Business Day.</p> <p>Violation of this Rule may constitute a major offence.</p>
7.11.	<p>SETTLEMENT PRICE</p> <p>The settlement price of a Contract shall be determined in accordance with the rules of the Relevant Market where it is traded.</p> <p>Notwithstanding the foregoing, the Clearing House shall reserve the right to amend the settlement prices of any Contract for the</p>	<p>7.11</p> <p>7.11.1</p> <p>7.11.1.1</p> <p>7.11.1.2</p> <p>7.11.2</p>	<p>SETTLEMENT PRICE</p> <p>The settlement price of a Contract shall be determined:</p> <p><u>in OTC Contracts, by using price data from market participants or derived from pricing models, as selected or established by the Clearing House from time to time; and</u></p> <p><u>in all other Contracts,</u> in accordance with the rules of the Relevant Market where it is traded.</p> <p>Notwithstanding the foregoing, the Clearing House shall reserve the right to amend the settlement prices of any</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	purposes of settlement under the Rules if it so deems necessary.		Contract for the purposes of settlement under the Rules if it so deems necessary.
		<p>7.11A</p> <p>7.11A.1</p> <p>7.11A.2</p> <p>7.11A.3</p>	<p><u>FINAL SETTLEMENT PRICE OF OTC TRANSACTIONS</u></p> <p><u>The Final Settlement Price of OTC transactions shall be determined in the manner as set out in Appendix 1.</u></p> <p><u>The Final Settlement Price determined by the Clearing House shall be binding upon all Members.</u></p> <p><u>Notwithstanding the foregoing, where the means for determining the Final Settlement Price are not available, the Clearing House may resolve the Final Settlement Price by such means as it may in its discretion decide. The decision of the Clearing House and the price determined by such other means shall be binding upon all Members.</u></p>
7.12.	<p>SETTLEMENT TO SETTLEMENT PRICE DAILY</p> <p>When a Member is long or short any amount of any Contract at the end of the day, as indicated by the recap ledger prepared by the Clearing House, settlement shall be made with the Clearing House to the settlement price for that day, and such Member shall be liable to pay to, or entitled to collect from, the Clearing House any loss or profit, as the case may be, represented by the difference between the price at which the Contract was bought or sold and the settlement price of the Contract at the end of the day.</p>	7.12	<p>SETTLEMENT TO SETTLEMENT PRICE DAILY</p> <p>7.12.1</p> <p>When a Member is long or short any amount of any Contract at the end of the day, as indicated by the recap ledger prepared by the Clearing House, settlement shall be made with the Clearing House to the settlement price for that day, and such Member shall be liable to pay to, or entitled to collect from, the Clearing House any loss or profit, as the case may be, represented by the difference between the price at which the Contract was bought or sold and the settlement price of the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Such settlement must be paid in cash in the respective currencies of the Contracts.</p> <p>After making such settlement with the Clearing House, such Member shall be deemed long or short (or long and short) such Contract, as the case may be, at the settlement price of the day.</p> <p>Notwithstanding the foregoing, the Clearing House shall not be required to pay any profit to a Member in the event that such Member fails to meet any required settlement or margin call for that day with the Clearing House.</p> <p>This Rule 7.12 shall not apply to trading in options contracts in respect of which the following shall apply:</p> <p>Except for payment of relevant premiums on establishment of an option contract, no variation payments are thereafter required to be made from or to the Clearing House.</p>	<p>7.12.2</p> <p>7.12.3</p> <p>7.12.4</p> <p>7.12.5</p> <p>7.12.6</p>	<p>Contract at the end of the day.</p> <p>Such settlement must be paid in cash in the respective currencies of the Contracts.</p> <p>After making such settlement with the Clearing House, such Member shall be deemed long or short (or long and short) such Contract, as the case may be, at the settlement price of the day.</p> <p>Notwithstanding the foregoing, the Clearing House shall not be required to pay any profit to a Member in the event that such Member fails to meet any required settlement or margin call for that day with the Clearing House.</p> <p>This Rule 7.12 shall not apply to trading in options contracts in respect of which the following shall apply.</p> <p>Except for payment of relevant premiums on establishment of an option contract, no variation payments are thereafter required to be made from or to the Clearing House.</p>
7.13.	SETTLEMENT VARIATION	<p>7.13</p> <p>7.13.1</p> <p>7.13.2</p>	<p>SETTLEMENT VARIATION</p> <p><u>Where an OTC Contract is a freight forward contract for a tanker voyage route, the Clearing House shall adjust the Settlement Variation retrospectively whenever there is any adjustment to the Flat Rate.</u></p> <p><u>No interest shall be payable by the Clearing House on any amount that has to be refunded to a Member as a result of any such adjustment</u></p>

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	Settlement Variation (where relevant) as calculated and/or determined at such times as the Clearing House shall determine, must be paid in cash.	7.13.3	<u>to the Settlement Variation.</u> Settlement Variation and adjustments to Settlement Variation (where relevant) as calculated and/or determined at such times as the Clearing House shall determine, must be paid in cash.
7.14.	<p>DEBIT AND CREDIT BALANCES</p> <p>If the recap ledger of any Member for the day shows a debit balance against such Member, payment for such debit balance shall be made by such Member directly to a bank designated by the Clearing House and in the manner and form prescribed by the Clearing House.</p> <p>If such recap ledger shows a credit balance in favour of such Member after the Clearing House has tallied all credit balances enumerated thereon, credits shall be presented to the Member entitled to receive the same.</p> <p>Such credit will be paid by the Clearing House in accordance with procedures as prescribed by the Clearing House provided that the Member shall have paid in full the debit balance aforesaid or any required settlement or margin call to the Clearing House.</p> <p>Violation of this Rule may constitute a major offence.</p>	<p>7.14</p> <p>7.14.1</p> <p>7.14.2</p> <p>7.14.3</p>	<p>DEBIT AND CREDIT BALANCES</p> <p>If the recap ledger of any Member for the day shows a debit balance against such Member, payment for such debit balance shall be made by such Member directly to a bank designated by the Clearing House and in the manner and form prescribed by the Clearing House.</p> <p>If such recap ledger shows a credit balance in favour of such Member after the Clearing House has tallied all credit balances enumerated thereon, credits shall be presented to the Member entitled to receive the same.</p> <p>Such credit will be paid by the Clearing House in accordance with procedures as prescribed by the Clearing House provided that the Member shall have paid in full the debit balance aforesaid or any required settlement or margin call to the Clearing House.</p> <p>Violation of this Rule may constitute a major offence.</p>
7.15.	<p>SECURITY DEPOSIT</p> <p>Each Member shall deposit with the Clearing House as security for its obligations to the Clearing House, an amount not less than</p>	7.15 7.15.1	<p>SECURITY DEPOSIT</p> <p>Each Member shall deposit with the Clearing House as security for its obligations to the Clearing House, an amount</p>

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	<p>the higher of US\$250,000 (or its equivalent in Singapore currency) or 2.5% of the daily average of the risk margin of such Member during the preceding one month period.</p> <p>Such deposit shall be in cash or in the form of an irrevocable Letter of Credit or any other security in a form and issued by a bank acceptable to the Clearing House.</p> <p>This deposit may be withdrawn when such Member ceases to be a Member if, in the opinion of the Clearing House Committee, all Contracts and obligations of such Member with the Clearing House have been settled and all sums owing to the Clearing House have been paid.</p>	<p>7.15.2</p> <p>Such deposit shall be in cash or in the form of an irrevocable Letter of Credit or any other security in a form and issued by a bank acceptable to the Clearing House.</p> <p>7.15.3</p> <p>This deposit may be withdrawn when such Member ceases to be a Member if, in the opinion of the Clearing House Committee, all Contracts and obligations of such Member with the Clearing House have been settled and all sums owing to the Clearing House have been paid.</p>	<p>not less than the higher of US\$250,000 (or its equivalent in Singapore currency) or 2.5% of the daily average of the risk margin of such Member during the preceding one month period.</p>
7.16.	REPORTS OF LARGE POSITIONS	7.16	REPORTS OF LARGE POSITIONS
	<p>1. Members shall submit to the Clearing House a daily report of Customers Accounts and House Accounts, with details of such large positions in relation to any contract (whether assumed or entered into on any Relevant Market or elsewhere). Such daily reports shall be submitted to the Clearing House by such time and/or in such manner as may be prescribed by the Clearing House.</p> <p>Such report shall be in such form as the Clearing House may from time to time prescribe and shall include the account numbers and the</p>	<p>7.16.1</p> <p>1. Members shall submit to the Clearing House a daily report of Customers Accounts and House Accounts, with details of such large positions in relation to any contract (whether assumed or entered into on any Relevant Market or elsewhere). Such daily reports shall be submitted to the Clearing House by such time and/or in such manner as may be prescribed by the Clearing House.</p> <p>Such report shall be in such form as the Clearing House may from time to time prescribe and shall include the account</p>	

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>number of open contracts in each month for a commodity and, in the case of options, in each expiration month for a put or call option, in which any person owns or controls open positions in a single Contract Month or contract or delivery month that equals or exceeds the reporting level for such commodity or option prescribed from time to time by the Clearing House.</p>		<p>numbers and the number of open contracts in each month for a commodity and, in the case of options, in each expiration month for a put or call option, in which any person owns or controls open positions in a single Contract Month or contract or delivery month that equals or exceeds the reporting level for such commodity or option prescribed from time to time by the Clearing House.</p>
	<p>2. The Clearing House shall be entitled to require reports from one or more Members even if the number of positions (whether assumed or entered into on any Relevant Market or elsewhere) owned or controlled is below the reporting level presently prescribed by the Clearing House.</p>	<p>7.16.2</p>	<p>2. The Clearing House shall be entitled to require reports from one or more Members even if the number of positions (whether assumed or entered into on any Relevant Market or elsewhere) owned or controlled is below the reporting level presently prescribed by the Clearing House.</p>
	<p>3. Subject to the sub-paragraph 4 below, Members shall identify the owner and any controlling parties for any account or ensure that such information is made available directly to the Clearing House within such time as the Clearing House may prescribe.</p>	<p>7.16.3</p>	<p>3. Subject to the sub-paragraph 4 Rule 7.16.4 below, Members shall identify the owner and any controlling parties for any account or ensure that such information is made available directly to the Clearing House within such time as the Clearing House may prescribe.</p>
	<p>4. Upon request of the Clearing House, Members shall obtain the information required by this Rule regarding the ownership and control of positions (whether assumed or entered into on any Relevant Market or</p>	<p>7.16.4</p>	<p>4. Upon request of the Clearing House, Members shall obtain the information required by this Rule regarding the ownership and control of positions (whether assumed or entered into</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>elsewhere) within any Omnibus Account and any Sub-Account of any Omnibus Account. Provided that if the Omnibus Account Holder does not want the identity of any Sub-Account holder to be disclosed to its carrying Member, the Omnibus Account Holder may apply to the Clearing House for a special identification for the Sub-Account thereof for reporting positions (whether assumed or entered into on any Relevant Market or elsewhere) covered within this Rule through its carrying Member.</p>		<p>on any Relevant Market or elsewhere) within any Omnibus Account and any Sub-Account of any Omnibus Account. Provided that if the Omnibus Account Holder does not want the identity of any Sub-Account holder to be disclosed to its carrying Member, the Omnibus Account Holder may apply to the Clearing House for a special identification for the Sub-Account thereof for reporting positions (whether assumed or entered into on any Relevant Market or elsewhere) covered within this Rule through its carrying Member.</p>
	<p>5. Violation of this Rule may constitute a major offence.</p>	<p>7.16.5</p>	<p>5. Violation of this Rule may constitute a major offence.</p>
	<p>6. The Clearing House shall be entitled to disclose the contents of any reports made under this Rule to the Exchange.</p>	<p>7.16.6</p>	<p>6. The Clearing House shall be entitled to disclose the contents of any reports made under this Rule to the Exchange.</p>
<p>7.17.</p>	<p>SPECULATIVE LONG AND SHORT POSITIONS; SAME DELIVERY MONTH</p> <p>Members shall not be permitted to carry a speculative long position and a speculative short position for any of their Customers or for themselves in the case of futures contracts, in the same Commodity for the same delivery month and in the case of options contracts, in the same Commodity, for the same class, for the same delivery month and for the same strike price.</p>	<p>7.17</p> <p>7.17.1</p>	<p>SPECULATIVE LONG AND SHORT POSITIONS; SAME DELIVERY MONTH</p> <p>Members shall not be permitted to carry a speculative long position and a speculative short position for any of their Customers Third Party or for themselves in the case of futures contracts or OTC Contracts, in the same Commodity for the same delivery month and in the case of options contracts, in the same Commodity, for the same class, for the same delivery month and for the same strike</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			price.
7.18.	<p>GENERAL LIEN AND RIGHT TO SET-OFF</p> <p>The Clearing House shall have a lien on all monies and other property on deposit with the Clearing House and on any other assets of the Member which may be or become available to the Clearing House.</p> <p>Without prejudice to the generality of the foregoing, the Clearing House may at any time combine any account of the Member with its liabilities to the Clearing House and set-off and/or transfer and/or apply any funds in such account towards satisfaction of any liabilities of the Member to the Clearing House whether or not such accounts are denominated in the same currency.</p>	<p>7.18</p> <p>7.18.1</p> <p>7.18.2</p>	<p>GENERAL LIEN AND RIGHT TO SET-OFF</p> <p>The Clearing House shall have a lien on all monies and other property on deposit properties deposited with the Clearing House and on any other assets of the Member which may be or become available to the Clearing House.</p> <p>Without prejudice to the generality of the foregoing, the Clearing House may at any time combine any account of the Member with its liabilities to the Clearing House and set-off and/or transfer and/or apply any funds in such account towards satisfaction of any liabilities of the Member to the Clearing House whether or not such accounts are denominated in the same currency.</p>
7.19.	<p>CLEARING HOUSE MARGINS</p> <p>All margins deposited with the Clearing House by Members shall be retained by the Clearing House in whole or in part, as the Clearing House may deem necessary but subject to the Rules and in particular Rule 7.18 and Rule 2.18, may be returned to the Member when the positions for which such margins have been deposited have been liquidated.</p>	<p>7.19</p> <p>7.19.1</p>	<p>CLEARING HOUSE MARGINS</p> <p>All margins deposited with the Clearing House by Members shall be retained by the Clearing House in whole or in part, as the Clearing House may deem necessary but subject to the Rules and in particular Rule 7.18 and Rule 2.18 7.03.1, may be returned to the Member when the positions for which such margins have been deposited have been liquidated.</p> <p><u>Notwithstanding the foregoing, the Clearing House may retain margins for freight forward contracts for tanker voyage routes in relation to any potential Flat Rate adjustment, even after the positions of the</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>Member have been liquidated.</u>
7.20.	MARGIN AMOUNTS	7.20	MARGIN AMOUNTS
	<p>1. Acceptable Margin</p> <p>Margin requirements shall be prescribed by the Clearing House Committee from time to time. The Clearing House will accept as margin, cash, Government Securities as provided in Rule 7.20:4. or Letters of Credit to the order of the Clearing House in a form and from a bank acceptable to the Clearing House (and in accordance with such procedures as may be prescribed by the Clearing House) or such other asset or property as may be acceptable to the Clearing House from time to time.</p>	<p><u>7.20.1</u></p> <p><u>1. Acceptable Margin</u></p> <p>Margin requirements shall be prescribed by the Clearing House from time to time. The Clearing House will accept as margin, cash, Government Securities, as provided in Rule 7.20:4. or <u>Common Stocks</u> or Letters of Credit to the order of the Clearing House in a form and from a bank acceptable to the Clearing House (and in accordance with such procedures as may be prescribed by the Clearing House) or such other asset or property as may be acceptable to the Clearing House from time to time <u>(individually “Asset or Property” and collectively “Assets or Properties”), all of which must be and remain unencumbered.</u></p> <p><u>A Member may on approval and as prescribed by the Clearing House deposit such Assets or Properties, subject to such terms and conditions as shall have been approved by the Clearing House and in such denominations as may be prescribed by the Clearing House from time to time towards the satisfaction of margining obligations prescribed under the Rules.</u></p> <p><u>The Member shall designate, whether such Assets or Properties are to</u></p>	

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>The Clearing House is, at its sole discretion, entitled to determine what will be acceptable as margin and to determine when any security will cease to be acceptable as margin and valuation to be attributed thereto.</p> <p>If any instrument or security lodged by any Member is found in any way to be unacceptable by the Clearing House, such instrument or security will immediately be given zero value for the purposes of the Member's margin obligations under the Rules. Replacement margin may be immediately required from the Member in such an event.</p>		<p><u>be maintained as margin for its Customer Contracts or its House Contracts. Such Assets or Properties will be held by the Clearing House for that relevant account.</u></p> <p><u>The Clearing House shall value such Assets and Properties for margin purposes as it deems appropriate.</u> The Clearing House shall, at its sole discretion, entitled to determine what <u>Asset or Property</u> will be acceptable as margin and to determine when any security <u>Asset or Property</u> will cease to be acceptable as margin and valuation to be attributed thereto.</p> <p>If any instrument or security <u>Asset or Property</u> lodged by any Member is found in any way to be unacceptable by the Clearing House, such instrument or security <u>Asset or Property</u> will immediately be given zero value for the purposes of the Member's margin obligations under the Rules. Replacement margin may be immediately required from the Member in such an event.</p> <p><u>In the event of any dispute as to any matters covered in this Rule, the Clearing House's decision shall be final and binding.</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>2. Cash and Government Securities</p> <p>Without prejudice to the generality of the foregoing, the aggregate amount of cash and Government Securities deposited with the Clearing House in relation to the total margin requirements must comply with the following:</p> <p>a. for Members whose total margin requirements are US\$1,000,000 (of its equivalent) or less, the entire margin requirements must be in the form of cash and/or Government Securities; and</p> <p>b. for Members whose total margin requirements are more than US\$1,000,000, cash and/or Government Securities must constitute the first US\$1,000,000 or 40 percent of the total margin requirements whichever is the greater.</p>		<p>2. Cash and Government Securities</p> <p>Without prejudice to the generality of the foregoing, the aggregate amount of cash and Government Securities deposited with the Clearing House in relation to the total margin requirements must comply with the following:</p> <p>a. for Members whose total margin requirements are US\$1,000,000 (of its equivalent) or less, the entire margin requirements must be in the form of cash and/or Government Securities; and</p> <p>b. for Members whose total margin requirements are more than US\$1,000,000, cash and/or Government Securities must constitute the first US\$1,000,000 or 40 percent of the total margin requirements whichever is the greater.</p>
		<u>7.20.2</u>	<p><u>Margin Composition</u></p> <p><u>Without prejudice to the generality of the foregoing, the aggregate amount of Assets or Properties deposited with the Clearing House in respect of the total margin requirements in relation to Customers' and House Contracts must separately comply with each of the following:</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
		<p><u>7.20.2.1</u></p> <p><u>7.20.2.2</u></p> <p><u>7.20.2.3</u></p>	<p><u>for Members whose total margin requirements are US\$1,000,000 (of its equivalent) or less, the entire margin requirements must be in the form of cash and/or Government Securities;</u></p> <p><u>for Members whose total margin requirements are more than US\$1,000,000, cash and/or Government Securities must constitute the first US\$1,000,000 or 40 percent of the total margin requirements whichever is the greater; and</u></p> <p><u>60 percent of the total margin requirements must be in the form of cash, Government Securities and/or Letters of Credit.</u></p>
	<p>3. Calculation of Margin</p> <p>The amount of margins required to be deposited by any Member with the Clearing House shall be calculated and determined on a cumulative gross basis with reference to all open positions (both long and short) for which such Member is responsible and in accordance with procedures prescribed by the Clearing House Committee.</p>	<p><u>7.20.3</u></p> <p><u>7.20.3.1</u></p> <p><u>7.20.3.2</u></p>	<p>3. Calculation of Margin</p> <p>The amount of margins required to be deposited by any Member with the Clearing House shall be calculated and determined:</p> <p>on a cumulative gross basis with reference to all open positions (both long and short) for which such Member is responsible and in accordance with procedures prescribed by the Clearing House; <u>and/or</u></p> <p><u>on a cumulative gross basis with respect to cumulative Settlement Variation for freight forward contracts for tanker voyage routes, with reference to any potential adjustments to the Flat Rate.</u></p>
	<p>4. Government Securities</p> <p>A Member may on approval and as prescribed by the</p>		<p>4. Government Securities</p> <p>A Member may on approval and as</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Clearing House deposit such securities from a Governmental or other authority and subject to such terms and conditions as shall have been approved by the Clearing House and in denominations as may be prescribed by the Clearing House Committee from time to time (collectively referred to as “Government Securities”) with the Clearing House towards satisfaction of margining obligations prescribed under the Rules.</p> <p>The Member shall designate whether such Government Securities are to be maintained as margin for its Customers’ trades or its so called “House” trades (as the latter may be prescribed by the Clearing House from time to time) and the Government Securities will be held for that account.</p> <p>Members shall provide the Clearing House with any information necessary for withholding tax purposes in relation to such Government Securities.</p> <p>The Clearing House shall value Government Securities for margin purposes as it deems appropriate.</p> <p>The Member shall deposit the Government Securities with a custodian designated by the Clearing House for safekeeping in a Clearing House account for “House” trades or in a Clearing House account for Customers’ trades, as the case may be, and the Clearing House shall</p>		<p>prescribed by the Clearing House deposit such securities from a Governmental or other authority and subject to such terms and conditions as shall have been approved by the Clearing House and in denominations as may be prescribed by the Clearing House Committee from time to time (collectively referred to as “Government Securities”) with the Clearing House towards satisfaction of margining obligations prescribed under the Rules.</p> <p>The Member shall designate whether such Government Securities are to be maintained as margin for its Customers’ trades or its so called “House” trades (as the latter may be prescribed by the Clearing House from time to time) and the Government Securities will be held for that account.</p> <p>Members shall provide the Clearing House with any information necessary for withholding tax purposes in relation to such Government Securities.</p> <p>The Clearing House shall value Government Securities for margin purposes as it deems appropriate.</p> <p>The Member shall deposit the Government Securities with a custodian</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>retain control over the Government Securities as a part of the margin of such Member.</p> <p>The Clearing House shall not have any obligation or responsibility to preserve, protect, collect or realise, and under no circumstances shall the Clearing House be liable for any loss or diminution in value or depreciation in or in connection with, the Government Securities maintained pursuant to this Rule.</p> <p>A Member who maintains Government Securities with the Clearing House pursuant to this Rule shall indemnify and hold the Clearing House harmless from any loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising ("Loss") suffered or incurred by the Clearing House to any designated custodian which may result from or arise with respect to:</p> <ol style="list-style-type: none"> a. any act or omission in connection with Government Securities (whether by such Member or the Clearing House) deposited with such designated custodian; or b. any contract or agreement between the Clearing House and any designated custodian, or any representation, warranty or undertaking given by the Clearing House to any designated custodian, in relation to 		<p>designated by the Clearing House for safekeeping in a Clearing House account for "House" trades or in a Clearing House account for Customers' trades, as the case may be, and the Clearing House shall retain control over the Government Securities as a part of the margin of such Member.</p> <p>The Clearing House shall not have any obligation or responsibility to preserve, protect, collect or realise, and under no circumstances shall the Clearing House be liable for any loss or diminution in value or depreciation in or in connection with, the Government Securities maintained pursuant to this Rule.</p> <p>A Member who maintains Government Securities with the Clearing House pursuant to this Rule shall indemnify and hold the Clearing House harmless from any loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising ("Loss") suffered or incurred by the Clearing House to any designated custodian which may result from or arise with respect to:</p> <ol style="list-style-type: none"> a. any act or omission in connection with Government Securities (whether by such Member or the Clearing House)

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>or otherwise in connection with Government Securities deposited with such designated custodian,</p> <p>PROVIDED that this indemnity shall not cover any Loss and/or liability of the Clearing House attributable or referable to the gross negligence or wilful misconduct of the Clearing House or any of the Clearing House's officers, agents and/or employees.</p> <p>Each Member shall pay the Clearing House for all fees, expenses, charges and costs incurred by the Clearing House in relation to its acceptance of Government Securities prescribed under this Rule as the Clearing House may determine from time to time, and shall make such deposits of margins (in such form as may be acceptable to the Clearing House) as may be required by the Clearing House by reason of any depreciation in the market value of such Government Securities.</p> <p>If a Member defaults to the Clearing House with respect to its obligations to the Clearing House, subject to the provisions of the Rules, the Government Securities maintained in the Clearing House's account may be disposed of, without notice, in any manner deemed appropriate by the Clearing House and the proceeds from the sale of the Government Securities deposited for the futures brokers' customer</p>		<p>deposited with such designated custodian; or</p> <p>b. any contract or agreement between the Clearing House and any designated custodian, or any representation, warranty or undertaking given by the Clearing House to any designated custodian, in relation to or otherwise in connection with Government Securities deposited with such designated custodian,</p> <p>PROVIDED that this indemnity shall not cover any Loss and/or liability of the Clearing House attributable or referable to the gross negligence or wilful misconduct of the Clearing House or any of the Clearing House's officers, agents and/or employees.</p> <p>Each Member shall pay the Clearing House for all fees, expenses, charges and costs incurred by the Clearing House in relation to its acceptance of Government Securities prescribed under this Rule as the Clearing House may determine from time to time, and shall make such deposits of margins (in such form as may be acceptable to the Clearing House) as may be required by the Clearing House by reason of any depreciation in the market value of</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>contracts shall be applied against the margin requirements or any other obligations of the Members' Customer Accounts, and the proceeds from the sale of Government Securities deposited for the "House" trades shall be applied against the margin requirements or any other obligations of the "House" account and then for Customers.</p>		<p>such Government Securities.</p> <p>If a Member defaults to the Clearing House with respect to its obligations to the Clearing House, subject to the provisions of the Rules, the Government Securities maintained in the Clearing House's account may be disposed of, without notice, in any manner deemed appropriate by the Clearing House and the proceeds from the sale of the Government Securities deposited for the futures brokers' customer contracts shall be applied against the margin requirements or any other obligations of the Members' Customer Accounts, and the proceeds from the sale of Government Securities deposited for the "House" trades shall be applied against the margin requirements or any other obligations of the "House" account and then for Customers.</p>
		7.20.4	<p><u>Regulatory Information</u></p> <p><u>Members shall provide the Clearing House with any information necessary in relation to such Assets and Properties deposited with the Clearing House as margin for regulatory purposes including but not limited to withholding tax purposes.</u></p>
		7.20.5	<p><u>Safekeeping Indemnity</u></p>
		7.20.5.1	<p><u>The Government Securities and</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>Common Stocks (collectively, "Securities") accepted by Clearing House as margin shall be deposited with the appropriate custodian(s) designated by the Clearing House for safekeeping in a Clearing House account for House Contracts or in a Clearing House account for Customers' Contracts, as the case may be, and the Clearing House shall retain control over the Securities as a part of the margin of such Member.</u></p> <p><u>7.20.5.2 The Clearing House shall not have any obligation or responsibility to preserve, protect, collect or realise, and under no circumstances shall the Clearing House be liable for any loss or diminution in value or depreciation in or in connection with, the Securities maintained pursuant to this rule.</u></p> <p><u>7.20.5.3 A Member who maintains Securities with the Clearing House pursuant to this rule shall indemnify and hold the Clearing House harmless from any loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising ("Loss") suffered or incurred by the Clearing House to any designated custodian which may result from or arise with respect to:</u></p> <p><u>a. any act, delay or omission in connection with Securities (whether by such Member or the Clearing House) deposited with such designated custodian; or</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p data-bbox="1003 296 1385 667"><u>b. any contract or agreement between the Clearing House and any designated custodian, or any representation, warranty or undertaking given by the Clearing House to any designated custodian, in relation to or otherwise in connection with Securities deposited with such designated custodian,</u></p> <p data-bbox="1003 701 1385 982"><u>PROVIDED THAT this indemnity shall not cover any Loss and/or liability of the Clearing House attributable or referable to the gross negligence or wilful misconduct of the Clearing House or any of the Clearing House's officers, agents and/or employees.</u></p> <p data-bbox="850 1016 1385 1520"><u>7.20.5.4 Each Member shall pay the Clearing House for all fees, expenses, charges and costs incurred by the Clearing House in relation to its acceptance of Securities prescribed under this rule as the Clearing House may determine from time to time, and shall make such deposits of margins (in such form as may be acceptable to the Clearing House) as may be required by the Clearing House by reason of any depreciation in the market value of such Securities.</u></p> <p data-bbox="850 1554 1385 1892"><u>7.20.5.5 If a Member defaults in fulfilling its obligations to the Clearing House in accordance with the provisions of the Rules, the Securities maintained in the Clearing House's account may be disposed of, without notice, in any manner deemed appropriate by the Clearing House and the proceeds from</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<p><u>the sale of the Securities deposited for the Customer Contracts shall be applied against the margin requirements or any other obligations of the Members' Customer Accounts, and the proceeds from the sale of Securities deposited for House Contracts shall be applied against the margin requirements or any other obligations of the House Account and then for Customers.</u></p>
7.21.	<p>INTEREST PAID</p> <p>The Clearing House shall credit all margins (initial, maintenance and emergency) and security deposits which a Member has on deposit in cash with the Clearing House pursuant to the Rules with interest on the full amount in accordance with a schedule to be prescribed by the Clearing House from time to time except for money continued to be held pursuant to Rule 7.18 consequent/subsequent to a Member's default.</p>	7.21	<p>INTEREST PAID MARGIN RETURNS</p> <p>7.21.1 The Clearing House shall credit all margins (initial, maintenance and emergency) and security deposits which a Member has on deposit in cash with the Clearing House pursuant to the Rules with interest on the full amount in accordance with a schedule to be prescribed by the Clearing House from time to time except for money continued to be held pursuant to Rule 7.18 consequent/subsequent to a Member's default.</p>
7.22.	<p>MARGINS OF CUSTOMERS</p>	7.22	<p>MARGINS OF CUSTOMERS</p>
	<p>1. The Clearing House Committee shall from time to time prescribe the amounts of initial margins which must be obtained by all Members from Third Parties (including Customers) for whom they provide carrying and/or clearing services and the amount of margins that must be maintained by such persons for open positions.</p>	7.22.1	<p>1. The Clearing House Committee shall from time to time prescribe the amounts of initial margins which must be obtained by all Members from Third Parties (including Customers) for whom they provide carrying and/or clearing services and the amount of margins that must be maintained by such persons for open positions, or in relation to</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>any potential Flat Rate adjustment applicable to freight forward contracts for tanker voyage routes.</u>
	2. Members may accept from such Third Parties (including Customers) as margin, cash, Letters of Credit and such other instruments as the Clearing House Committee may from time to time prescribe and such margin shall be valued in accordance with a schedule prescribed by the Clearing House Committee from time to time.	<u>7.22.2</u>	2. Members may accept from such Third Parties (including Customers) as margin, cash, <u>Government Securities, Common Stocks, Bank Certificates of Deposit, Bank Guarantees, Bank Letters of Credit, Gold Bars or Gold Certificates</u> and such other instruments as the Clearing House Committee may from time to time prescribe and such margin shall be valued in accordance with a schedule prescribed by the Clearing House from time to time.
	3. Members shall not accept orders for new trades from any Third Party (including any Customer) unless: (i) The minimum initial margin for the new trades is on deposit or is forthcoming within a reasonable time; and (ii) The margin on that Third Party's existing open positions complies with the maintenance margin requirements prescribed by the Clearing House Committee or is forthcoming within a reasonable time.	<u>7.22.3</u> <u>7.22.3.1</u> <u>7.22.3.2</u>	3. Members shall not accept orders for new trades from any Third Party (including any Customers) unless: (i) The minimum initial margin for the new trades is on deposit or is forthcoming within a reasonable time; and (ii) The margin on that Third Party's existing open positions <u>or margins for freight forward contracts for tanker voyage routes in relation to any potential Flat Rate adjustment,</u> complies with the maintenance margin requirements prescribed by the Clearing House Committee —or is

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Credits in excess of initial margin requirements on all open positions may be allocated to the initial margin on a new position but credits less than initial margin requirements but greater than maintenance margins may not be used in satisfaction of initial margin requirements.</p>	<p>7.22.3.3</p>	<p>forthcoming within a reasonable time; and</p> <p>Credits in excess of initial margin requirements on all open positions or in relation to any potential Flat Rate adjustment applicable to freight forward contracts for tanker voyage routes, may be allocated to the initial margin on a new position but credits less than initial margin requirements but greater than maintenance margins may not be used in satisfaction of initial margin requirements.</p>
	<p>4. A Member may call for additional margins at his discretion, but whenever the margins of a Third Party (including a Customer) for whom the Member provides carrying and/or clearing services are depleted below the required maintenance margin level, the Member must call for such additional margins as will bring the relevant account up to the initial margin requirements, within a reasonable time.</p>	<p>7.22.4</p>	<p>4. A Member may call for additional margins at his discretion, but whenever the margins of a Third Party (including a Customer) for whom the Member provides carrying and/or clearing services are depleted below the required maintenance margin level, the Member must call for such additional margins as will bring the relevant account up to the initial margin requirements, within a reasonable time.</p>
	<p>5. If the Member is unable to effect personal contact with a Third Party (including a Customer) for whom the Member provides carrying and/or clearing services, a written notice sent to the Third Party at the most recent address furnished by it to the</p>	<p>7.22.5</p>	<p>5. If the Member is unable to effect personal contact with a Third Party (including a Customer) for whom the Member provides carrying and/or clearing services, a written notice sent to the Third Party at the most recent</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	Member shall be deemed sufficient.		address furnished by it to the Member shall be deemed sufficient.
	6. In the event of the failure of the Member to obtain margins from the relevant Third Parties (including Customers) as required under this Rule, the President or the Clearing House may order such Member to immediately close out all or such part of the positions of such Third Parties on its books so as to correct the deficiency notwithstanding that the Member itself has sufficient margins placed with the Clearing House for the support of such positions.	7.22.6	6. In the event of the failure of the Member to obtain margins from the relevant Third Parties (including Customers) as required under this Rule, the President or the Clearing House may order such Member to immediately close out all or such part of the positions of such Third Parties on its books so as to correct the deficiency notwithstanding that the Member itself has sufficient margins placed with the Clearing House for the support of such positions.
	7. Members shall be responsible to the Clearing House for all margin requirements.	7.22.7	7. Members shall be responsible to the Clearing House for all margin requirements.
	8. Violation of this Rule 7.22 shall be a major offence.	7.22.8	8. Violation of this Rule 7.22 shall be a major offence.
7.23.	EMERGENCY MARGINS AND ADVANCE CALL FOR SETTLEMENT	7.23	EMERGENCY MARGINS AND ADVANCE CALL FOR SETTLEMENT
	The Clearing House may take any of the following actions: a. When in its opinion unstable conditions exist or market conditions and price fluctuations relating to one or more Commodities or Contracts or contracts at any time require that additional margins to maintain an orderly market or to preserve fiscal integrity or for any other reason, the Clearing House may call for additional	7.23.1 7.23.1.1	The Clearing House may take any of the following actions: a. When in its opinion unstable conditions exist or market conditions and price fluctuations relating to one or more Commodities or Contracts or contracts at any time require that additional margins to maintain an orderly market or to preserve fiscal integrity or for any other reason, the

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>margins from one or more Members.</p> <p>Such additional margins may be as much as or more than the original margin and must be deposited with the Clearing House during the next banking hour after demand therefor or at such time as may be specified. Such additional margins may be called for one or more Contracts, from one or more Members and on long positions, short positions or both.</p>		<p>Clearing House may call for additional margins from one or more Members.</p> <p>Such additional margins may be as much as or more than the original margin and must be deposited with the Clearing House during the next banking hour after demand therefor or at such time as may be specified. Such additional margins may be called for one or more Contracts, from one or more Members and on long positions, short positions or both, <u>or in relation to any potential Flat Rate adjustment applicable to freight forward contracts for tanker voyage routes.</u></p>
	<p>b. When the Clearing House believes that any Member is carrying positions in its House and/or Customer Accounts, that are larger than is justified by the financial condition of that Member, or the Member is found to have a record of frequent rule violations or inadequate or unsound management or serious operational defects which, in the opinion of the committee, places or may place the Clearing House at risk, then the Clearing House may require such Member to deposit additional margins with the Clearing House during the next banking hour after demand therefor or at such time as may be specified or they may require that a portion of the open positions on the books of such Member be transferred to the books of another</p>	<p><u>7.23.1.2</u></p>	<p>b. When the Clearing House believes that any Member is carrying positions in its House and/or Customer Accounts, that are larger than is justified by the financial condition of that Member, or the Member is found to have a record of frequent rule violations or inadequate or unsound management or serious operational defects which, in the opinion of the committee <u>Clearing House's opinion</u>, places or may place the Clearing House at risk, then the Clearing House may require such Member to deposit additional margins with the Clearing House during the next banking hour after demand therefor or at such time as may be specified or they may require that a portion of</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Member;</p> <p>If market conditions or price fluctuations are such that the President or the Clearing House deems it necessary, he or it may call upon the Members whom he or it believes are affected by such conditions or fluctuations to deposit additional funds with the Clearing House by such time as he or it shall specify and in the amount he or it deems necessary to meet settlements.</p>	<p>7.23.2</p>	<p>the open positions on the books of such Member be transferred to the books of another Member;</p> <p>If market conditions or price fluctuations are such that the President or the Clearing House deems it necessary, he or it may call upon the Members whom he or it believes are affected by such conditions or fluctuations to deposit additional funds with the Clearing House by such time as he or it shall specify and in the amount he or it deems necessary to meet settlements.</p>
7.24.	<p>FAILURE TO COMPLY WITH EMERGENCY ORDERS</p> <p>In the event of the failure of a Member to deposit additional margins or to comply with the order of transfer of positions or to deposit additional funds as required under Rule 7.23 , the President or the Clearing House may direct and the Member shall in such event forthwith comply with any such direction that Member forthwith liquidate all or part of the positions on its books.</p> <p>If there is a failure to so effect the required reduction in positions by the next Business Day, the President or the Clearing House shall thereupon order the liquidation of all or the required part of the Clearing Member’s positions with due consideration to the positions of Customers. Any Member whose trades are thus liquidated shall provide for the payment of any loss to the Clearing House on the next settlement cycle by the Clearing</p>	<p>7.24</p> <p>7.24.1</p> <p>7.24.2</p>	<p>FAILURE TO COMPLY WITH EMERGENCY ORDERS</p> <p>In the event of the failure of a Member to deposit additional margins or to comply with the order of transfer of positions or to deposit additional funds as required under Rule 7.23, the President or the Clearing House may direct and the Member shall in such event forthwith comply with any such direction that the Member forthwith liquidate all or part of the positions on its books.</p> <p>If there is a failure to so effect the required reduction in positions by the next Business Day, the President or the Clearing House shall thereupon order the liquidation of all or the required part of the Clearing Member’s positions with due consideration to the positions of Customers. Any Member whose trades are thus liquidated shall provide for the payment of any loss to the Clearing House on the next</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	House pursuant to Rule 7.12 or 7.13.		settlement cycle by the Clearing House pursuant to Rule 7.12 or 7.13.
	MISCELLANEOUS		MISCELLANEOUS
7.25.	FEES.	7.25	FEES
	1. Clearing Fees Clearing fees shall be charged by the Clearing House against a Member for each Contract cleared by the Clearing House in such amounts as the Clearing House may from time to time prescribe.	7.25.1	1. Clearing Fees Clearing fees shall be charged by the Clearing House against a Member for each Contract cleared by the Clearing House in such amounts as the Clearing House may from time to time prescribe.
	2. Administrative Fees Without prejudice to Rule 2.36, administrative fees or similar fees shall be charged by the Clearing House against a Member in respect of such matters and in such amounts as the Board may from time to time prescribe.	7.25.2	2. Administrative Fees Without prejudice to Rule 2.36, administrative fees or similar fees shall be charged by the Clearing House against a Member in respect of such matters and in such amounts as the Board Clearing House may from time to time prescribe.
	3. Payment Such fees as may be imposed by the Clearing House pursuant to this Rule shall be payable by the Members by such times and in such manner as may be prescribed by the Clearing House from time to time.	7.25.3	3. Payment Such fees as may be imposed by the Clearing House pursuant to this Rule shall be payable by the Members by such times and in such manner as may be prescribed by the Clearing House from time to time.
7.26.	FINES FOR ERRORS, DELAYS AND OMISSIONS. The Clearing House Committee may impose fines against Members for errors, delays and omissions with respect to the required position change sheet or any other submission to the Clearing House.	7.26	FINES FOR ERRORS, DELAYS AND OMISSIONS. The Clearing House Committee may impose fines against Members for errors, delays and omissions with respect to the required position change sheet or any other submission to the Clearing House.
		7.26.1	

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
7.27.	TRANSFERS OF TRADES	7.27.	TRANSFERS OF TRADES
	<p>1. Subject to the approval of the Clearing House:</p> <p>a. Existing trades may be transferred on the books of a Member to the books of another Member when an error has been made in the assignment of a trade or trades, or when the change merely constitutes a transfer from one account title to another account title where both account titles have a common owner.</p>	<p>7.27.1</p> <p>7.27.1.1</p>	<p>1. Subject to the approval of the Clearing House:</p> <p>a. Existing trades may be transferred on the books of a Member to the books of another Member when an error has been made in the assignment of a trade or trades, or when the change merely constitutes a transfer from one account title to another account title where both account titles have a common owner;</p>
	<p>b. Existing trades may be transferred from the books of one Member to the books of another Member when:</p> <p>(i) they merge; or</p> <p>(ii) a Member resigns from the Clearing House; or</p> <p>(iii) a new Member has an interest in existing trades on another Member's books. The original Member shall not suffer any loss in commission to which it is entitled on the trades that were transferred; or</p> <p>a mutual clerical error was made by two Members or the members of the Relevant Market they are clearing for with respect the trades to be cleared by them respectively on opposite sides thereof. Clear and sufficient information must be included with respect the transfer</p>	<p>7.27.1.2</p>	<p>b. Existing trades may be transferred from the books of one Member to the books of another Member when:</p> <p>(i) a. they merge; or</p> <p>(ii) b. a Member resigns from the Clearing House; or</p> <p>(iii) c. a new Member has an interest in existing trades on another Member's books. The original Member shall not suffer any loss in commission to which it is entitled on the trades that were transferred; or</p> <p>d. a mutual clerical error was made by two Members or the members of the Relevant Market they are clearing for with respect to the trades to be cleared by them respectively on opposite sides thereof.</p>

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	trades and both the trade to reverse the error and the replacement trade must clear as transfers. In this event, and only in this event, the transfer may liquidate an open position on the books of the relevant Member(s).		Clear and sufficient information must be included with respect to the transfer trades and both the trade to reverse the error and the replacement trade must clear as transfers. In this event, and only in this event, the transfer may liquidate an open position on the books of the relevant Member(s);
	c. Existing trades on the books of one Member being a futures broker's customer contracts may be transferred to the books of another Member at the request of the relevant Customer;	7.27.1.3	c. Existing trades on the books of one Member being a futures broker's customer contracts Customer Contract may be transferred to the books of another Member at the request of the relevant Customer;
	d. Existing trades on the books of one Member may be transferred to the books of another Member when such transfer is EFP or an EFS transaction. The provisions of this sub-paragraph d. shall not however apply to options contracts; and	7.27.1.4	d. Existing trades on the books of one Member may be transferred to the books of another Member when such transfer is EFP or an EFS transaction. The provisions of this sub-paragraph d. Rule 7.27.1.4 shall not however apply to options contracts; and
	e. A trade made on a Relevant Market by a Member or a member of the Relevant Market (the "Executing Member") intended to be an order fill or to be given up to (i.e. placed on the books of) a Member (the "Recipient Member") other than the Executing Member or (where relevant) its qualifying member, may be placed or transferred into the books of the Recipient Member subject	7.27.1.5	e. A trade made on a Relevant Market by a Member or a member of the Relevant Market (the "Executing Member") intended to be an order fill or to be given up to (i.e. placed on the books of) a Member (the "Recipient Member") other than the Executing Member or (where relevant) its qualifying member, may be placed or transferred into the books

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	to compliance with Rule 7.27:3.		of the Recipient Member subject to compliance with Rule 7.27: 3 3 .
	2. Except with the approval of the Clearing House Committee, existing trades on the books of one Member may not be transferred to the books of another Member in order to liquidate a position by offset or where such transfer would result in concurrent long and short positions for the same speculative account.	7.27.2	2. Except with the approval of the Clearing House Committee , existing trades on the books of one Member may not be transferred to the books of another Member in order to liquidate a position by offset or where such transfer would result in concurrent long and short positions for the same speculative account.
	3. Where an Executing Member makes a trade on a Relevant Market intended to be an order fill or to be given up to a Recipient Member as contemplated in Rule 7.27:1.e. of the Clearing House Rule (each a “Relevant Trade”), each Relevant Trade may be transferred or placed to the books of the Recipient Member provided that the transfer or placement shall occur: (a) on the day the trade was effected on the Relevant Market; and (b) subject to the approval of the President, by the following Business Day; and (c) in accordance with such procedures for such transfers or placements as the Relevant Market and/or the Clearing House may from time to	7.27.3 7.27.3.1 7.27.3.2 7.27.3.3	3. Where an Executing Member makes a trade on a Relevant Market intended to be an order fill or to be given up to a Recipient Member as contemplated in Rule 7.27:1.e. 7.27.1.5 of the Clearing House Rule (each a “Relevant Trade”), each Relevant Trade may be transferred or placed to the books of the Recipient Member provided that the transfer or placement shall occur: (a) on the day the trade was effected on the Relevant Market; and (b) subject to the approval of the President President Clearing House , by the following Business Day; and (c) in accordance with such procedures for such transfers or placements as the Relevant Market and/or the Clearing

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	time prescribe.		House may from time to time prescribe.
	<p>4. If a Recipient Member purports to reject the transfer or placement of an alleged Relevant Trade(s) onto its books and the rejection (if permitted) would result in the Executing Member (if a Member itself) or its qualifying member having to accept onto its own books the rejected trade(s), and such rejected trade(s) would (whether of itself or together with other similarly rejected trade(s) for the same trading day) give rise to an aggregate maintenance margin obligation equal to S\$3,000,000 (or such other amount as the Clearing House may from time to time prescribe):</p> <p>a. The Clearing House may:</p> <p>(i) require the Recipient Member, as the party purporting to so reject the said trades, to satisfy the Clearing House of the validity of its rejection; and/or</p> <p>(ii) require the Member who would, if the rejection were effective, have to accept onto its own books the rejected trades, to provide such information and evidence in its possession or control relevant to the issue</p>	<p>7.27.4</p> <p>7.27.4.1</p>	<p>4. If a Recipient Member purports to reject the transfer or placement of an alleged Relevant Trade(s) onto its books and the rejection (if permitted) would result in the Executing Member (if a Member itself) or its qualifying member having to accept onto its own books the rejected trade(s), and such rejected trade(s) would (whether of itself or together with other similarly rejected trade(s) for the same trading day) give rise to an aggregate maintenance margin obligation equal to S\$3,000,000 (or such other amount as the Clearing House may from time to time prescribe):</p> <p>a.—The Clearing House may:</p> <p>(i) a. require the Recipient Member, as the party purporting to so reject the said trades, to satisfy the Clearing House of the validity of its rejection; and/or</p> <p>(ii) b. require the Member who would, if the rejection were effective, have to accept onto its own books the rejected trades, to provide such information and evidence in its possession or control relevant to the issue of</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>of the validity of the purported rejection; and</p> <p>b. unless the Clearing House is, consequent to any or both of its foregoing requirement(s) satisfied that the purported rejection was fully justified and valid, the Clearing House is thereafter empowered to require the Recipient Member to accept the transfer or placement out of all such part of the trades purported to have been rejected as the Clearing House deems appropriate onto its own books, and the Recipient Member shall abide by such requirement.</p> <p>In so far as the Clearing House deems it appropriate that only some of the trades purported to be rejected shall be accepted by the Recipient Member, the balance shall be treated as permitted rejection and the Executing Member (if itself a Member) or its qualifying member shall accept the same onto its own books accordingly.</p> <p>Failure by any Member to act accordingly pursuant to the Clearing House's requirement as aforesaid shall be a major offence.</p> <p>The Recipient Member shall, in anticipation of the</p>	<p>7.27.4.2</p> <p>7.27.4.3</p> <p>7.27.4.4</p> <p>7.27.4.5</p>	<p>the validity of the purported rejection; and</p> <p>b. unless the Clearing House is, consequent to any or both of its foregoing requirement(s) satisfied that the purported rejection was fully justified and valid, the Clearing House is thereafter empowered to require the Recipient Member to accept the transfer or placement out of all such part of the trades purported to have been rejected as the Clearing House deems appropriate onto its own books, and the Recipient Member shall abide by such requirement.</p> <p>In so far as the Clearing House deems it appropriate that only some of the trades purported to be rejected shall be accepted by the Recipient Member, the balance shall be treated as permitted rejection and the Executing Member (if itself a Member) or its qualifying member shall accept the same onto its own books accordingly.</p> <p>Failure by any Member to act accordingly pursuant to the Clearing House's requirement as aforesaid shall be a major offence.</p> <p>The Recipient Member shall, in anticipation of the</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>prospect of the Clearing House exercising its discretion pursuant to subparagraph 4:a. above pursuant to a relevant purported rejection of an alleged Relevant Trade, be ready and willing consequent upon it so purporting to reject a said trade forthwith to produce on request by the Clearing House satisfactory evidence validating its purported rejection.</p> <p>Any decision by the Clearing House as aforesaid shall be without prejudice to the rights of any Member to pursue its contractual rights inter se either by arbitration pursuant to the Rules or the rules of the Relevant Market where the relevant Contract was executed (or where permitted) by litigation.</p>	<p>7.27.4.6</p>	<p>prospect of the Clearing House exercising its discretion pursuant to sub-paragraph 4:a. Rule 7.27.4.1 above pursuant to a relevant purported rejection of an alleged Relevant Trade, be ready and willing consequent upon it so purporting to reject a said trade forthwith to produce on request by the Clearing House satisfactory evidence validating its purported rejection.</p> <p>Any decision by the Clearing House as aforesaid shall be without prejudice to the rights of any Member to pursue its contractual rights inter se either by arbitration pursuant to the Rules or the rules of the Relevant Market where the relevant Contract was executed (or where permitted) by litigation.</p>
	<p>5. The President may, with the consent of both Members, transfer existing trades on the books of one Members to the books of another Member, if in his opinion, the situation so requires and such transfer is to the best interests of the Clearing House. In such case, the Customer may be charged only one commission.</p>	<p>7.27.5</p>	<p>5. The President Clearing House may, with the consent of both Members, transfer existing trades on the books of one Members to the books of another Member, if in his its opinion, the situation so requires and such transfer is to the best interests of the Clearing House. In such case, the Customer may be charged only one commission.</p>
	<p>6. All transfers or placements made pursuant to this Rule shall be reported to the Clearing House in a form acceptable to the Clearing</p>	<p>7.27.6</p>	<p>6. All transfers or placements made pursuant to this Rule shall be reported to the Clearing House in a form acceptable to the Clearing</p>

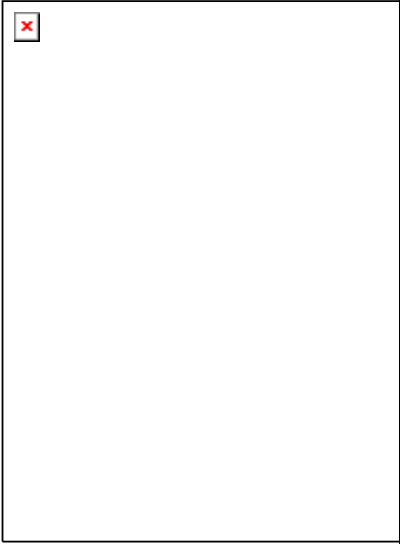

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	<p>House for the type of transaction involved.</p> <p>The Members involved shall maintain a full and complete record of all transactions together.</p>		<p>House for the type of transaction involved.</p> <p>The Members involved shall maintain a full and complete record of all transactions together.</p>
	<p>7. Notwithstanding any provision in this Rule 7.27 , the Clearing House may require any Member in whose name one or more trades are to be transferred to furnish the Clearing House with initial and variation margin as a condition of transfer of such trades and such margin shall be furnished in accordance with the Rules.</p>	<p>7.27.7</p>	<p>7. Notwithstanding any provision in this Rule 7.27, the Clearing House may require any Member in whose name one or more trades are to be transferred to furnish the Clearing House with initial and variation margin as a condition of transfer of such trades and such margin shall be furnished in accordance with the Rules.</p>




Table showing changes to Chapter 8 of the Current SGX-DC Rules

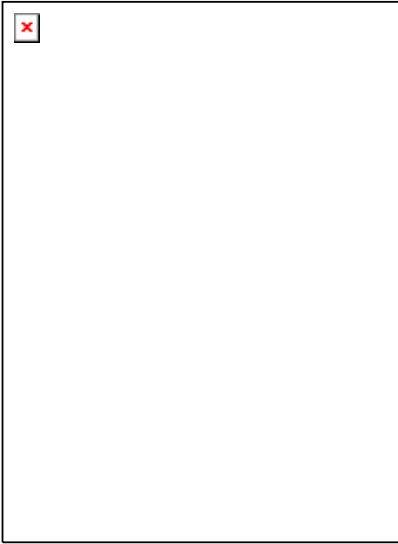

<u>CURRENT RULE</u>		<u>NEW RULE</u>	
Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
8.01	GENERAL	8.01	GENERAL
	1. This Chapter sets out the rights and responsibilities of Members with respect to a Mutual Offset System.	8.01.1	1. This Chapter sets out the rights and responsibilities of Members with respect to a Mutual Offset System.
	2. The procedures of the Clearing House, including the duties of a Member to members of the Participating Markets for whom the Member provides clearing services or with whom the Member has an agreement for Inter-Exchange Transfer (as defined in Rule 8.03:1:C), that are not specifically covered herein, shall be governed by the other provisions of the Rules and Directives that are consistent with this Chapter.	8.01.2	2. The procedures of the Clearing House, including the duties of a Member to members of the Participating Markets for whom the Member provides clearing services or with whom the Member has an agreement for Inter-Exchange Transfer (as defined in Rule 8.03:1: C 3), that are not specifically covered herein, shall be governed by the other provisions of the Rules and Directives that are consistent with this Chapter.
8.02.	DESIGNATED FUTURES CONTRACTS The Mutual Offset System may be utilised for only those of the Designated Futures Contracts which may be prescribed by the Clearing House from time to time. The Clearing House may at any time and from time to time delist any contract as a Designated Futures Contract.	8.02	DESIGNATED FUTURES CONTRACTS The Mutual Offset System may be utilised for only those of the Designated Futures Contracts which may be prescribed by the Clearing House from time to time. The Clearing House may at any time and from time to time delist any contract as a Designated Futures Contract.
8.03.	GOVERNING RULES	8.03	GOVERNING RULES
	1. For the purposes of a Mutual Offset System and these Rules, the following additional definitions shall apply: a. <u>Originating Clearing Member</u> A clearing member of a Participating Market and/or	8.03.1 8.03.1.1	1. For the purposes of a Mutual Offset System and these Rules, the following additional definitions shall apply: a. <u>Originating Clearing Member</u> A clearing member of a Participating Market and/or its clearing house which



Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>its clearing house which initiates an order for execution, or is deemed with respect to the Executing Clearing Member (as defined below) to be responsible for orders to be executed, in the other Participating Market for which the Executing Clearing Member has clearing responsibilities for the purposes of a Mutual offset System.</p>		<p>initiates an order for execution, or is deemed with respect to the Executing Clearing Member (as defined below) to be responsible for orders to be executed, in the other Participating Market for which the Executing Clearing Member has clearing responsibilities for the purposes of a Mutual Offset System.</p>
	<p>b. <u>Executing Clearing Member</u></p> <p>A clearing member of a Participating Market and/or its clearing house that accepts responsibility to see to the execution and/or clearing of a trade on such Participating Market requested and/or initiated by an Originating Clearing Member of the other Participating Market for the purposes of a Mutual offset System.</p>	<p>8.03.1.2</p>	<p>b. <u>Executing Clearing Member</u></p> <p>A clearing member of a Participating Market and/or its clearing house that accepts responsibility to see to the execution and/or clearing of a trade on such Participating Market requested and/or initiated by an Originating Clearing Member of the other Participating Market for the purposes of a Mutual Offset System.</p>
	<p>c. <u>Inter-Exchange Transfer</u></p> <ol style="list-style-type: none"> 1. The transfer pursuant to the Mutual Offset System to a Participating Market and/or its clearing house of a position as a result of a trade executed on another Participating Market. 2. All orders received by members of a Participating Market (“Originating Participating Market”) for execution on another Participating Market 	<p>8.03.1.3</p>	<p>c. <u>Inter-Exchange Transfer</u></p> <ol style="list-style-type: none"> 1.a. The transfer pursuant to the Mutual Offset System to a Participating Market and/or its clearing house of a position as a result of a trade executed on another Participating Market. 2.b. All orders received by members of a Participating Market (“Originating Participating Market”) for execution on another



Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>shall (if a Mutual Offset System Agreement subsists between the 2 Participating Markets and the orders relate to a Designated Futures Contract for the purposes of such agreement) be deemed to be for the purposes of such Mutual Offset System, and the resulting positions shall (if satisfying the prerequisites for Inter-Exchange Transfer set out below) automatically be transferred to the other Participating Market unless upon receipt of an order the member of the Originating Participating Market receives instructions to the contrary.</p> <p>3. All trades of an Originating as well as those of an Executing Clearing Member who is a Member for the purposes of the Mutual Offset System shall be promptly reported to the Clearing House in the form of a memorandum provided by the Clearing House (the "Inter-Exchange Transfer Memorandum"). In this connection, it shall be the responsibility of such a Member to ensure that it receives such information as may be necessary and in due time from such members</p>		<p>Participating Market shall (if a Mutual Offset System Agreement subsists between the 2 Participating Markets and the orders relate to a Designated Futures Contract for the purposes of such agreement) be deemed to be for the purposes of such Mutual Offset System, and the resulting positions shall (if satisfying the prerequisites for Inter-Exchange Transfer set out below) automatically be transferred to the other Participating Market unless upon receipt of an order the member of the Originating Participating Market receives instructions to the contrary.</p> <p>3.c. All trades of an Originating as well as those of an Executing Clearing Member who is a Member for the purposes of the Mutual Offset System shall be promptly reported to the Clearing House in the form of a memorandum provided by the Clearing House (the "Inter-Exchange Transfer Memorandum"). In this connection, it shall be the responsibility of such a Member to ensure that it receives such information as may be necessary and in due</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>of a Relevant Market (for whose trades such Member is deemed to be the Originating Clearing Member or for whose executed trades such Member is to be the Executing Clearing Member under the Mutual Offset System) for it to promptly effect its reporting obligation as aforesaid.</p>		<p>time from such members of a Relevant Market (for whose trades such Member is deemed to be the Originating Clearing Member or for whose executed trades such Member is to be the Executing Clearing Member under the Mutual Offset System) for it to promptly effect its reporting obligation as aforesaid.</p>
8.04.	<p>FOR INTER-EXCHANGE TRANSFER</p> <p>So long as a Mutual Offset System agreement is in effect as between the relevant Participating Markets, a trade will be transferred between Participating Markets and/or their respective clearing houses if all of the following conditions are satisfied:</p> <p>1.</p> <div data-bbox="399 1205 797 1745" style="border: 1px solid black; padding: 5px; margin: 10px 0;">  </div> <p>The trade has cleared in the ordinary course on the Participating Market where it is executed.</p>	8.04	<p>FOR INTER-EXCHANGE TRANSFER</p> <p>So long as a Mutual Offset System agreement is in effect as between the relevant Participating Markets, a trade will be transferred between Participating Markets and/or their respective clearing houses if all of the following conditions are satisfied:</p> <p>1.</p> <div data-bbox="992 1236 1385 1776" style="border: 1px solid black; padding: 5px; margin: 10px 0;">  </div> <p>The trade has cleared in the ordinary course on the Participating Market where it is executed.</p>
		8.04.1	
		8.04.1 .1	
		8.04.1 .2	
		8.04.1 .3	

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>2.</p> <div data-bbox="402 417 797 953" style="border: 1px solid black; height: 255px; width: 243px; margin-bottom: 10px;">  </div> <p>An Inter-Exchange Transfer Memorandum has been duly delivered to the Clearing House in respect of the trade.</p> <p>3. In relation to a transfer of a trade under the Mutual Offset System to the Clearing House, t</p> <div data-bbox="402 1241 797 1776" style="border: 1px solid black; height: 255px; width: 243px; margin-bottom: 10px;">  </div> <p>he Clearing House has received confirmation of the Inter-Exchange Trade data (being trade information supplied in an</p>		<p>2.</p> <div data-bbox="992 449 1385 984" style="border: 1px solid black; height: 255px; width: 242px; margin-bottom: 10px;">  </div> <p>An Inter-Exchange Transfer Memorandum has been duly delivered to the Clearing House in respect of the trade.</p> <p>3. In relation to a transfer of a trade under the Mutual Offset System to the Clearing House, the Clearing House has received confirmation of the Inter-Exchange Trade data (being trade information supplied in an Inter-Exchange Transfer Memorandum) from the other Participating Market.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	Inter-Exchange Transfer Memorandum) from the other Participating Market.		
8.05.	EXCHANGE TRANSFER	8.05	EXCHANGE TRANSFER
	<p data-bbox="342 552 363 573">1.</p> <div data-bbox="399 606 794 1146" style="border: 1px solid black; height: 257px; width: 243px; margin: 10px 0;">  </div> <p data-bbox="399 1157 613 1178"><u>Clearing Members</u></p> <p data-bbox="399 1220 784 1556">The Member who is the Executing Clearing Member with respect to a trade executed on the Exchange pursuant to a Mutual Offset System shall have the same responsibilities to the Clearing House for such trade as for any other trade made on the Exchange until the trade is transferred to another Participating Market.</p> <p data-bbox="399 1598 784 1904">After a trade executed on the Exchange is transferred to another Participating Market, the Executing Clearing Member shall have no further responsibility to the Clearing House for such trade and shall have no further responsibility to or relationship with the Originating Clearing Member</p>	<p data-bbox="833 552 911 573">8.05.1</p> <p data-bbox="938 552 959 573">1.</p> <div data-bbox="992 606 1386 1146" style="border: 1px solid black; height: 257px; width: 243px; margin: 10px 0;">  </div> <p data-bbox="992 1157 1206 1178"><u>Clearing Members</u></p> <p data-bbox="992 1220 1377 1556">The Member who is the Executing Clearing Member with respect to a trade executed on the Exchange pursuant to a Mutual Offset System shall have the same responsibilities to the Clearing House for such trade as for any other trade made on the Exchange until the trade is transferred to another Participating Market.</p> <p data-bbox="992 1629 1377 1904">After a trade executed on the Exchange is transferred to another Participating Market, the Executing Clearing Member shall have no further responsibility to the Clearing House for such trade and shall have no further responsibility to or relationship with the</p>	

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>with respect to the position created by such trade.</p> <p>After a trade executed on a Participating Market other than the Exchange, is transferred to the Exchange, the Originating Clearing Member who is a Member shall have no further responsibility to or relationship with the Executing Clearing Member of the other Participating Market with respect to the position created by the trade, and the Originating Clearing Member who is a Member shall have a position on the Exchange and the same responsibilities to the Clearing House for such a position as it would have had if the trade creating the position had been executed on the Exchange and cleared by the Member.</p>		<p>Originating Clearing Member with respect to the position created by such trade.</p> <p>After a trade executed on a Participating Market other than the Exchange, is transferred to the Exchange, the Originating Clearing Member who is a Member shall have no further responsibility to or relationship with the Executing Clearing Member of the other Participating Market with respect to the position created by the trade, and the Originating Clearing Member who is a Member shall have a position on the Exchange and the same responsibilities to the Clearing House for such a position as it would have had if the trade creating the position had been executed on the Exchange and cleared by the Member.</p>
2.	<div data-bbox="399 1268 794 1808" style="border: 1px solid black; height: 257px; width: 243px; margin: 10px 0;">  </div> <p><u>Other Participating Markets Other Than Exchange</u></p>	8.05.2	<p>2.</p> <div data-bbox="992 1268 1386 1808" style="border: 1px solid black; height: 257px; width: 243px; margin: 10px 0;">  </div> <p><u>Other Participating Markets Other Than Exchange</u></p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>At such time as a trade executed on the Exchange is transferred to another Participating Market, the other Participating Market and/or its clearing house shall be substituted for the Executing Clearing Member who is a Member with respect to the position created by such trade.</p> <p>At such time as a trade executed on a Participating Market, other than the Exchange, is transferred to the Exchange, the other Participating Market and/or its clearing house will have a position equal and opposite to the position created by such trade subject to the Inter-Exchange Transfer.</p>		<p>At such time as a trade executed on the Exchange is transferred to another Participating Market, the other Participating Market and/or its clearing house shall be substituted for the Executing Clearing Member who is a Member with respect to the position created by such trade.</p> <p>At such time as a trade executed on a Participating Market, other than the Exchange, is transferred to the Exchange, the other Participating Market and/or its clearing house will have a position equal and opposite to the position created by such trade subject to the Inter-Exchange Transfer.</p>
3.	<div data-bbox="399 1108 797 1650" style="border: 1px solid black; height: 258px; width: 245px; margin-bottom: 10px;">  </div> <p><u>Trade Not Transferred Between Participating Exchanges</u></p> <p>Until and unless a trade executed on the Exchange is transferred under the Mutual Offset System to the other Participating Market, the</p>	8.05.3	<div data-bbox="992 1108 1385 1650" style="border: 1px solid black; height: 258px; width: 242px; margin-bottom: 10px;">  </div> <p><u>Trade Not Transferred Between Participating Exchanges</u></p> <p>Until and unless a trade executed on the Exchange is transferred under the Mutual Offset System to the other Participating Market, the Executing Clearing Member (who is a</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>Executing Clearing Member (who is a Member) shall be and shall remain responsible to the Clearing House to the full extent as with any trade cleared and/or carried by the same.</p>		<p>Member) shall be and shall remain responsible to the Clearing House to the full extent as with any trade cleared and/or carried by the same.</p>
8.06.	<p>Miscellaneous</p> <p>Notwithstanding the foregoing, the Clearing House shall be entitled, as between the Clearing House and the Members, to make such rules as the Clearing House deems necessary in relation to any matter concerning the Mutual Offset System and the rights and obligations of the Members thereto whether by way of Directives or in such other manner as the Clearing House considers appropriate.</p>	8.06	<p>Miscellaneous</p> <p>Notwithstanding the foregoing, the Clearing House shall be entitled, as between the Clearing House and the Members, to make such rules as the Clearing House deems necessary in relation to any matter concerning the Mutual Offset System and the rights and obligations of the Members thereto whether by way of Directives or in such other manner as the Clearing House considers appropriate.</p>

Chapter 9 of the New SGX-DC Rules

CURRENT RULE

NEW RULE

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
1.03.	DEFINITIONS Unless the context otherwise requires, the following words and expressions shall be defined as follows :-	1.03. 9.01 9.01.1	DEFINITIONS Unless the context otherwise requires, the following words and expressions shall be defined as follows:-
	“Act” – The Companies Act, Chapter 50, or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act which may replace the Companies Act and any reference to any provision of the Act is to that provision as so modified, amended or re-enacted or contained in any such subsequent successor act.		“Act” – The Companies Act, Chapter 50, or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act which may replace the Companies Act and any reference to any provision of the Act is to that provision as so modified, amended or re-enacted or contained in any such subsequent successor act.
	“Adjusted Net Capital” ⁽¹⁾ – In relation to any entity, its adjusted net capital as calculated in accordance with Rule 2.11.		“Adjusted Net Capital”⁽¹⁾ – In relation to any entity, its adjusted net capital as calculated in accordance with Rule 2.11.
	“adjusted net head office funds” – shall bear the meaning ascribed thereto in paragraph 2 of the Second Schedule of the SFR (Financial and Margin Requirements).		“adjusted net head office funds” – shall bear the meaning ascribed thereto in paragraph 2 of the Second Schedule of the SFR (Financial and Margin Requirements).
	“aggregate indebtedness” ⁽²⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).		“aggregate indebtedness” ⁽²⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).

⁽¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

⁽²⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽²⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>“aggregate resources”⁽³⁾ – means</p> <p>(i) in the case of a Member incorporated in Singapore, its financial resources (including qualifying letters of credit referred to in Rule 2.07C) less its total risk requirement; and</p> <p>(ii) in the case of a Member incorporated outside Singapore, its adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.08C) less its total risk requirement.</p>		<p>“aggregate resources”⁽³⁾ – means</p> <p>(i)a. in the case of a Member incorporated in Singapore, its financial resources (including qualifying letters of credit referred to in Rule 2.07C) less its total risk requirement; and</p> <p>(ii)b. in the case of a Member incorporated outside Singapore, its adjusted net head office funds (including qualifying letters of credit referred to in Rule 2.08C) less its total risk requirement.</p>
			“Asset(s)” – shall have the meaning ascribed to it at Rule 7.20.1.
	<p>“Authorised Members”⁽⁴⁾ – for the purposes of this definition means members of a Participating Market in conjunction with their respective clearing members (being in relation to the Clearing House, a Member) which is authorised to enter into trading arrangements pursuant to the Mutual Offset System with members of the other Participating Market.</p>		<p>“Authorised Members”⁽⁴⁾ – for the purposes of this definition means members of a Participating Market in conjunction with their respective clearing members (being in relation to the Clearing House, a Member) which is authorised to enter into trading arrangements pursuant to the Mutual Offset System with members of the other Participating Market.</p>
	<p>“Authority” – The Monetary Authority of Singapore, a body corporate established under the Monetary Authority of Singapore Act, Chapter 186.</p>		<p>“Authority” – The Monetary Authority of Singapore, a body corporate established under the Monetary Authority of Singapore Act, Chapter 186.</p>
			“Baltic Exchange” – the Baltic Exchange Limited or its successor.

⁽³⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽³⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁴⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	“base capital”⁽⁵⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).		“base capital”⁽⁵⁾ – shall bear the meaning ascribed thereto under Regulation 2 of the SFR (Financial and Margin Requirements).
	“Board” – The Board of Directors for the time being of the Clearing House or such number of them as have authority to act for the Board.		“Board” – The Board of Directors for the time being of the Clearing House or such number of them as have authority to act for the Board.
	“Business Day” – Except as otherwise specified in the terms of any relevant Contract with respect such Contract and the rights and obligations flowing therefrom, any day on which the Clearing House is open for business.		“Business Day” – Except as otherwise specified in the terms of any relevant Contract with respect to such Contract and the rights and obligations flowing therefrom, any day on which the Clearing House is open for business.
			“buyer” – <u>shall, where it is not the Member itself, refer to a party for whom the Member maintains an account and who is a buyer in an OTC transaction for the purpose of Rule 7.02A and otherwise shall refer to the Member itself. Where the buyer is the Member itself, references in Rule 7.02A to the Member “acting for a buyer” shall be correspondingly read as if the words “acting for a buyer” were superfluous.</u>
	“CDP”⁽⁶⁾ – means The Central Depository (Pte) Limited.		“CDP”⁽⁶⁾ – means The Central Depository (Pte) Limited.
	“Chairman” – The Chairman of the Board or any person acting in place of and with his authority.		“Chairman” – The Chairman of the Board or any person acting in place of and with his authority.
			“Circular” – <u>shall have the meaning ascribed to it in Rule 1.02.2.</u>

⁽⁵⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁵⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

⁽⁶⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁶⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>“clearing” – The process administered by the Clearing House by which all trades executed on or subject to the rules of the Exchange or any Relevant Market are confirmed and settled daily until each is liquidated by offset or until delivery takes place. in accordance with the Rules.</p>		<p>“clearing” – The process administered by the Clearing House by which all trades executed on or subject to the rules of the Exchange or any Relevant Market or executed pursuant to any OTC transaction are confirmed and settled daily until each is liquidated by offset or until delivery takes place, in accordance with or settled by such other means as provided in the Rules.</p>
			<p>“Clearing Fund” – shall have the meaning ascribed to it in Rule 7.03.2.2.</p>
	<p>“Clearing House” – The Singapore Exchange Derivatives Clearing Limited by whatever name called or its successor and assigns and where the context so requires such authorised personnel acting in its name, including the Clearing House Committee (as constituted under Chapter 3) or its delegate.</p>		<p>“Clearing House” – The Singapore Exchange Derivatives Clearing Limited by whatever name called or its successor and assigns and where the context so requires such authorised personnel acting in its name, including the Clearing House Committee (as constituted under Chapter 3) or its delegate.</p>
			<p>“Clearing House Examiner” - shall have the meaning ascribed to it in Rule 4.01A.5.</p>
	<p>“Commodity” – includes any "commodity" as defined in the FTA and as may be specified by the Clearing House from time to time.</p>		<p>“Commodity” – includes:-</p> <ul style="list-style-type: none"> a. any “commodity” as defined in the FTA and as may be specified by the Clearing House SFA from time to time; b. <u>any financial instrument;</u> c. <u>gold, freight, any class of oil or any other physical commodity; and</u> d. <u>any commodity as may be specified by the Clearing</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>House from time to time.</u>
	<p>“Contract” – The rights and obligations incurred through a trade on the Exchange or any Relevant Market which may be satisfied by offset or by delivery or such other means as provided in the rules of the Exchange or the Relevant Market (as the case may be) and "contract" shall mean the rights and obligations incurred through any trade or transaction through a market whether or not the same is a Relevant Market and whether it relates to a Commodity or a futures contract as defined in the FTA.</p>		<p>“Contract” – The rights and obligations incurred through:</p> <p>a. a trade on the Exchange or any Relevant Market which may be satisfied by offset or by delivery or such other means as provided in the rules of the Exchange or the Relevant Market (as the case may be); or</p> <p>b. <u>unless otherwise excluded by the context, shall include the rights and obligations incurred through a trade pursuant to a OTC transaction which may be satisfied by offset or by delivery or such other means as provided in these Rules; and</u></p> <p>"contract" shall mean the rights and obligations incurred through any trade or transaction whether or not through a market, and if through a market, whether or not the same is a Relevant Market and whether or not it relates to a Commodity or a futures contract as defined in the FTA SFA.</p>
	<p>“Contract Month” or “Delivery Month” – The month during which a Contract may be satisfied by making or accepting delivery.</p>		<p>“Contract Month” or “Delivery Month” – The month during which a Contract may be satisfied by making or accepting delivery.</p>
	<p>“Corporation” – A corporation within the meaning of the Act.</p>		<p>“Corporation” – A corporation within the meaning of the Act.</p>
	<p>“Customer” – A person whose account is carried on the books of a Member except where such person is:-</p> <p>(i) the Member itself with respect to the proprietary</p>		<p>“Customer” – A person whose account is carried on the books of a Member except where such person is:-</p> <p>(i) a. the Member itself with respect to the proprietary</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>account of the Member;</p> <p>(ii) a director, officer, employee or futures broker's representatives (as defined in the FTA) of the Member; and</p> <p>(iii) a related corporation of the Member with respect to instructions accepted to deal for an account belonging to and wholly for the benefit of that related corporation.</p>		<p>account of the Member;</p> <p>(ii) b. a director, officer, employee or futures broker's representatives (as defined in the FTA) or representative of the Member; and</p> <p>(iii) c. related corporation of the Member with respect to accepted instructions accepted to deal for an account belonging to, and maintained wholly for the benefit of, that related corporation.</p>
	A "Customer Account" is an account carried on the books of a Member for a Customer.		A "Customer Account" is an account carried on the books of a Member for a Customer.
			<u>A "Customer Contract" is a Contract of a Customer.</u>
	"Designated Futures Contract" – A futures contract including a futures option contract, which is traded on Participating Markets and which has been designated pursuant to the terms of the agreement between the Clearing House and the Participating Markets in respect of the Mutual Offset System as a futures contract or option contract eligible for trading under the Mutual Offset System.		"Designated Futures Contract" – A futures contract including a futures option contract, which is traded on Participating Markets and which has been designated pursuant to the terms of the agreement between the Clearing House and the Participating Markets in respect of the Mutual Offset System as a futures contract or option contract eligible for trading under the Mutual Offset System.
			<u>"Direct Clearing Member" – a Member who has such rights and obligations as set out in Rule 2.12A.</u>
	"Directives" – The circulars, practice guidelines, directives, directions, terms and conditions and any other written requirement which may be prescribed by the Clearing		<u>"Directives Directive"</u> – The circulars, practice guidelines, directives, directions, terms and conditions and any other written requirement which may be prescribed by the Clearing House

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	House from time to time.		from time to time. <u>shall have the meaning ascribed to it in Rule 1.02.2.</u>
	“Director” – Any person acting as a Director of the Clearing House and any person duly appointed and acting for the time being as an alternate.		“Director” – Any person acting as a Director of the Clearing House and any person duly appointed and acting for the time being as an alternate.
			<u>“disputes” – shall have the meaning ascribed to it in Rule 5.01.1.</u>
	“DT Rules” – The DT Rules of the Exchange, regulations and commodity contract specifications adopted pursuant to Article 13.02 of the Articles of Association of the Exchange as the same are from time to time in force.		“DT Rules” – The DT Rules of the Exchange, regulations and commodity contract specifications adopted pursuant to Article 13.02 of the Articles of Association of the Exchange as the same are from time to time in force.
			<u>“Eligible OTC Contract” – Any OTC Contract accepted by the Clearing House for clearing (subject to these Rules), as prescribed by the Clearing House from time to time.</u>
			<u>“Eligible OTC transaction”– shall have the meaning ascribed to it in Rule 7.02A.1.1.</u>
	“Exchange” – The Singapore Exchange Derivatives Trading Limited by whatever name from time to time called and shall include its successors and assigns.		“Exchange” – The Singapore Exchange Derivatives Trading Limited by whatever name from time to time called and shall include its successors and assigns.
			<u>“Final Settlement Price” – The price at which a cash-settled Contract is settled at maturity, pursuant to any procedure prescribed by the Exchange, Relevant Market, or the Clearing House, as the case may be.</u>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	“financial resources”⁽⁷⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Second Schedule of the SFR (Financial and Margin Requirements).		“financial resources”⁽⁷⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Second Schedule of the SFR (Financial and Margin Requirements).
			“Flat Rate” – as published by Worldscale Association (London) Limited and Worldscale Association (NY) Inc.
	“FTA” or the “Futures Trading Act” – The Futures Trading Act, Chapter 116, or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act which may replace the FTA, and any reference to any provision of the FTA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act which may replace the FTA).		“FTA” or the “Futures Trading Act” – The Futures Trading Act, Chapter 116, or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act which may replace the FTA, and any reference to any provision of the FTA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act which may replace the FTA).
	“FTR” or the “Futures Trading Regulations” – The Futures Trading Regulations, made pursuant to Section 70 of the FTA, or any modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the FTR, and any reference to any provision of the FTR is to that provision as so modified, amended or re-enacted (or as contained in any subsequent regulations which may replace the FTR).		“FTR” or the “Futures Trading Regulations” – The Futures Trading Regulations, made pursuant to Section 70 of the FTA, or any modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the FTR, and any reference to any provision of the FTR is to that provision as so modified, amended or re-enacted (or as contained in any subsequent regulations which may replace the FTR).
			“General Clearing Member” – A Member who has such rights and obligations as set out in Rule 2.12.

⁽⁷⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁷⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>“Holiday” – Any day as may be declared to be a holiday by the Clearing House from time to time.</p>		<p>“Holiday” – Any day as may be declared to be a holiday by the Clearing House from time to time.</p>
	<p>“House Account” – A “House” account is an account which is not a Customer Account.</p>		<p>“House Account” – A “House” account is an account which is not a Customer Account.</p>
			<p><u>A “House Contract” is a Contract for:</u></p> <ul style="list-style-type: none"> <u>a. the Member itself with respect to the proprietary account of the Member; or</u> <u>b. a director, officer, employee or representative of the Member; or</u> <u>c. a related corporation of the Member with respect to accepted instructions to deal for an account belonging to, and maintained wholly for the benefit of, that related corporation.</u>
			<p><u>“Inter Dealer Broker” – means a party who is:</u></p> <ul style="list-style-type: none"> <u>a. not a Member but has signed an agreement with the Clearing House for the access to and use of the Trade Registration System; and</u> <u>b. designated by the Clearing House as eligible to submit OTC transactions to the Clearing House on behalf of a Member pursuant to these Rules.</u>
	<p>“initial margin” – The minimum amount required to be deposited by Customers and Third Parties maintaining</p>		<p>“initial margin” – The minimum amount required to be deposited by Customers and Third Parties maintaining account(s) with a</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	account(s) with a Member for each Contract to be cleared or which is otherwise required by the Clearing House in respect of each Contract.		Member for each Contract to be cleared or which is otherwise required by the Clearing House in respect of each Contract.
	“Leverage Foreign Exchange Trading” - shall bear the meaning ascribed thereto under the FTA.		“Leveraged Foreign Exchange Trading” – shall bear the meaning ascribed thereto under the FTA SFA .
	“maintenance margin” – The minimum balance which must be maintained for each Contract in an account of a Customer or a Third Party subsequent to the deposit of the Initial Margin or which otherwise is required by the Clearing House to be maintained in respect of each Contract.		“maintenance margin” – The minimum balance which must be maintained for each Contract in an account of a Customer or a Third Party subsequent to the deposit of the Initial Margin or which otherwise is required by the Clearing House to be maintained in respect of each Contract.
	“Market” – shall bear the meaning ascribed to “futures market” under the FTA while "market" shall include but not be limited to "Market".		“Market” – shall bear the meaning ascribed to “futures market” under the FTA SFA while "market" shall include but not be limited to "Market".
	“Member” – A corporation granted or admitted to be a member of the Clearing House pursuant to the Rules.		“Member” – A corporation granted or admitted to be a member of the Clearing House pursuant to the Rules and shall include a General Clearing Member and a Direct Clearing Member.
	“Membership” – Membership of the Clearing House pursuant to the Rules.		“Membership” – Membership of the Clearing House pursuant to the Rules.
	“Mutual Offset System” – The system established pursuant to an agreement or agreements between Participating Markets and/or their respective clearing houses, whereby Authorised Members (as defined below) may establish or liquidate a position in respect of Designated Futures Contracts		“Mutual Offset System” – The system established pursuant to an agreement or agreements between Participating Markets and/or their respective clearing houses, whereby Authorised Members (as defined below) may establish or liquidate a position in respect of Designated Futures Contracts on either

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	on either Participating Market through the execution of trades on the appropriate Participating Market in accordance with the terms thereof.		Participating Market through the execution of trades on the appropriate Participating Market in accordance with the terms thereof.
	“net head office funds” – With respect to a corporation incorporated or established outside Singapore, the net liability of the Singapore branch to its head office and any other branches outside of Singapore.		“net head office funds” – With respect to a corporation incorporated or established outside Singapore, the net liability of the Singapore branch to its head office and any other branches outside of Singapore.
	“Omnibus Account” – An account that as between the Member carrying it and the person who requested its opening and maintenance by the Member (the “Omnibus Account Holder”) is to be regarded as an account carried for customers of the Omnibus Account Holder in the name of the Omnibus Account Holder. In this connection, the expression “customer of the Omnibus Account Holder” shall mean the person whom the Account Holder regards as being the person beneficially entitled to positions established under such account. A “Sub-Account” is an account maintained in or under an Omnibus Account.		“Omnibus Account” – An account that as between the Member carrying it and the person who requested its opening and maintenance by the Member (the “Omnibus Account Holder”) is to be regarded as an account carried for customers of the Omnibus Account Holder in the name of the Omnibus Account Holder. In this connection, the expression “customer of the Omnibus Account Holder” shall mean the person whom the Account Holder regards as being the person beneficially entitled to positions established under such account. A “Sub-Account” is an account maintained in or under an Omnibus Account.
			<u>“OTC Contract or transaction” – means a contract or transaction that is not listed for trading on the Exchange or any Relevant Market.</u>
	“Participating Market” – A Market and (where relevant) its clearing house which is/are parties to the Mutual Offset System and has assumed rights and obligations thereunder.		“Participating Market” – A Market and (where relevant) its clearing house which is/are parties to the Mutual Offset System and has assumed rights and obligations thereunder.
	“person” – Any individual or		“person” – Any individual or any

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	any corporation or association or body of persons, corporate or unincorporate.		corporation or association or body of persons, corporate or unincorporate.
			<u>“Platts” – a division of The McGraw-Hill Companies, Inc. or its successor.</u>
	a “position” or “open contract” or “open position” – Any Contract which shall not have been liquidated by offset or delivery pursuant to the Rules.		a “position” or “open contract” or “open position” – Any Contract which shall not have been liquidated by offset or delivery pursuant to the Rules.
			<u>“Practice Note” – shall have the meaning ascribed to it in Rule 1.02.2.</u>
	“President” – The chief executive officer of the Clearing House or one duly authorised to act in place of and with the authority of the President.		<u>“President” – The chief executive officer of the Clearing House or one duly authorised to act in place of and with the authority of the President.</u>
			<u>“Property/Properties” – shall have the meaning ascribed to it at Rule 7.20.1.</u>
	“Qualifying Date” – The close of business on the date immediately preceding the Transfer Date (as defined below).		“Qualifying Date” – The close of business on the date immediately preceding the Transfer Date (as defined below).
	“qualifying subordinated loan”⁽⁸⁾ – means a loan made under a subordinated loan agreement in a form specified by the Clearing House or in such other forms which may be approved by the Clearing House.		“qualifying subordinated loan”⁽⁹⁾ – means a loan made under a subordinated loan agreement in a form specified by the Clearing House or in such other forms which may be approved by the Clearing House.
	“related corporation” – A corporation within the meaning of the Act.		“related corporation” – A corporation within the meaning of the Act.

⁽⁸⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>“Relevant Market” – Any Market or any organisation (whether an exchange, association, corporation or otherwise) responsible for administering a futures, options, stock or other market whose contracts are cleared by, or novated (pursuant to a Mutual Offset System) to, the Clearing House including without limitation the Exchange and each Participating Market.</p>		<p>“Relevant Market” – Any Market or any organisation (whether an exchange, association, corporation or otherwise) responsible for administering a futures, options, stock or other market whose contracts are cleared by, or novated (pursuant to a Mutual Offset System) to, the Clearing House including without limitation the Exchange and each Participating Market.</p>
			<p>“Relevant Party” – shall have the meaning ascribed to it in Rule 1.01.4.</p>
			<p>“Relevant Periods” – shall have the meaning ascribed to it in Rule 7.03.2.2.c.ii.</p>
			<p>“relevant person” – shall have the meaning ascribed to it in Rule 2.17.1.2.</p>
	<p>“Rules” – The rules of the Clearing House as set out herein and as amended or supplemented from time to time by the Clearing House which includes the Directives.</p>		<p>“Rules” – The rules of the Clearing House as set out herein and as amended or supplemented from time to time by the Clearing House which includes the Directives.</p>
	<p>“Security Deposit” – An amount required to be deposited with the Clearing House by each Member as security for its obligations to the Clearing House in accordance with Rule 7.15.</p>		<p>“Security Deposit” – An amount required to be deposited with the Clearing House by each Member as security for its obligations to the Clearing House in accordance with Rule 7.15.</p>
			<p>“seller” – shall, where it is not the Member itself, refer to a party for whom the Member maintains an account and who is a seller in an OTC transaction for the purpose of Rule 7.02A and otherwise shall refer to the Member itself. Where the seller is the Member itself, references in Rule 7.02A to the Member</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>“acting for a seller” shall be correspondingly read as if the words “acting for a seller” were superfluous.</u>
	“settlement price” – The official daily closing price of Contracts determined in accordance with Rule 7.11.		“settlement price” – The official daily closing price of Contracts determined in accordance with Rule 7.11.
	“Settlement Variation” – The dollar amount(s) due 1 or more times in the course of each Business Day to or from the Clearing House to or from a Member calculated by the Clearing House with respect the relevant positions of a Member as determined by the Clearing House.		“Settlement Variation” – The dollar amount(s) due 1 or more times in the course of each Business Day to or from the Clearing House to or from a Member calculated by the Clearing House with respect the relevant positions of a Member as determined by the Clearing House.
	“SFA” or the “Securities and Futures Act”⁽⁹⁾ – Securities and Futures Act 2001 (Act 42 of 2001) or any subsidiary legislation promulgated under it or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act or subsidiary legislation which may replace the SFA, and any reference to any provision of the SFA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act or legislation which may replace the SFA).		“SFA” or the “Securities and Futures Act”⁽⁹⁾ – Securities and Futures Act 2001 2005 (Act 42 of 2001) or any subsidiary legislation promulgated under it or any statutory modification, amendment or re-enactment thereof for the time being in force, or any act or subsidiary legislation which may replace the SFA, and any reference to any provision of the SFA is to that provision as so modified, amended or re-enacted (or as contained in any subsequent act or legislation which may replace the SFA).
			<u>“SFR” – Any regulation promulgated under the SFA or any statutory modification, amendment or re-enactment of such regulation for the time being in force, and any reference to any provision of the SFR is to that provision as so modified, amended or re-enacted (or as</u>

⁽⁹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽⁹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			<u>contained in any subsequent regulation which may replace the SFR).</u>
	“SFR (Financial and Margin Requirements)”⁽¹⁰⁾ – Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations 2002 or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Financial and Margin Requirements), and any reference to any provision of the SFR (Financial and Margin Requirements) is to that provision as so modified, amended or re-enacted or as contained in any subsequent regulations which may replace the SFR (Financial and Margin Requirements).		“SFR (Financial and Margin Requirements)”⁽¹⁰⁾ – Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations 2002 or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Financial and Margin Requirements), and any reference to any provision of the SFR (Financial and Margin Requirements) is to that provision as so modified, amended or re-enacted or as contained in any subsequent regulations which may replace the SFR (Financial and Margin Requirements).
			<u>“SFR (Licensing and Conduct of Business)” - Securities and Futures (Licensing and Conduct of Business) Regulations or any statutory modification, amendment or re-enactment thereof for the time being in force, or any regulations which may replace the SFR (Licensing and Conduct of Business), and any reference to any provision of the SFR (Licensing and Conduct of Business) is to that provision as so modified, amended or re-enacted or as contained in any subsequent regulations which may replace the SFR (Licensing and Conduct of Business).</u>
			“SGX Board” – The board of directors for the time being of

⁽¹⁰⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽¹⁰⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			Singapore Exchange Limited or such number of them as have authority to act for the SGX Board.
			“SIAC” – shall have the meaning ascribed to it in Rule 5.01.1.
	“S\$” – The Singapore Dollar or the lawful currency of Singapore.		“S\$” – The Singapore Dollar or the lawful currency of Singapore.
	“Third Party” – Any third party not privy to the contractual relationship between the Clearing House and the Member including without limitation the Customer and parties falling within exception (ii) and (iii) of the definition of "Customer" above defined and "Third Parties" shall refer to 2 or more of such third parties.		“Third Party” – Any third party maintaining an account with a Member and who is not privy to the contractual relationship substitution process between the Clearing House and the a a Member, pursuant to Rule 7.04 , including without limitation the Customer and parties falling within exception (ii) (b) (c) of the definition of "Customer" above defined and "Third Parties" shall refer to 2 or more of such third parties.
	“time” – Except as otherwise specifically provided, any reference to time shall mean local Singapore time.		“time” – Except as otherwise specifically provided, any reference to time shall mean local Singapore time.
	“total risk requirement”⁽¹¹⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Third Schedule of the SFR (Financial and Margin Requirements).		“total risk requirement”⁽¹¹⁾ – shall bear the meaning ascribed thereto in paragraph 1 of the Third Schedule of the SFR (Financial and Margin Requirements).
	“Trade” – Any contract concluded by a Member with respect a market including the purchase or sale of a Contract on a Relevant Market during trading hours pursuant to the rules of the Relevant Market.		“Trade” – Any contract concluded by a Member with respect a market including the purchase or sale of a Contract on a Relevant Market during trading hours pursuant to the rules of the Relevant Market.
			“Trade Registration System” –

⁽¹¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).

~~⁽¹¹⁾ Added, effective 1 October 2003. Circular No. DC/CCM-4 of 2003 (20 January 2003).~~

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
			means the software and system provided by the Clearing House to Members, Inter Dealer Brokers or such other party authorized by the Member and approved by the Clearing House, for the purpose of registering and confirming Eligible OTC transactions with the Clearing House.
	“Transfer Date” – 1 October 2000.		“Transfer Date” – 1 October 2000.
	“US\$” – The United States Dollar or the lawful currency of the United States of America.		“US\$” – The United States Dollar or the lawful currency of the United States of America.
	“writing” or “written” – Includes printing, lithography, typewriting and any other mode of representing or reproducing words in a visible form.		“writing” or “written” – Includes printing, lithography, typewriting and any other mode of representing or reproducing words in a visible form.
	<p>Words denoting the singular number only shall include the plural and vice versa.</p> <p>Words denoting the masculine gender only shall include the feminine gender.</p> <p>Words denoting persons shall include corporations.</p> <p>Save as aforesaid, any word or expression used in the Act and the Interpretation Act, Chapter 1, shall, if not inconsistent with the subject or context, bear the same meaning in the Rules.</p>	<p>9.02</p> <p>9.02.1</p> <p>9.02.2</p> <p>9.02.3</p>	<p>GENERAL PRINCIPLES OF INTERPRETATION</p> <p>Words denoting Any word importing the singular number only shall, where the context permits, include the plural number and vice versa.</p> <p>Words denoting Any word importing the masculine gender only shall include the feminine gender and shall, where the context permits or requires, include a partnership or an incorporated company.</p> <p>Words denoting persons shall include corporations.</p> <p>Save as aforesaid, any word or expression used in the Act and the Interpretation Act, Chapter 1, shall, if not inconsistent with the subject or context, bear the same meaning in the Rules.</p>

Chapter / Rule Number	Current Rule	Chapter / Rule Number	New Rule
	<p>The headnotes are inserted for convenience only and shall not affect the construction of the Rules.</p>	<p><u>9.02.4</u></p> <p><u>9.02.5</u></p> <p><u>9.02.6</u></p>	<p><u>Any reference to a particular rule in these Rules shall include the sub-sections of that rule.</u></p> <p><u>References in these Rules to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provisions which have been so re-enacted (whether with or without modification).</u></p> <p>The headnotes are inserted <u>headings in these Rules are</u> for convenience only and shall do not affect the construction of these Rules.</p>

FINAL SETTLEMENT PRICEOil Swaps Contracts

<u>Products</u>	<u>Dubai</u>	<u>Brent / Dubai Crude Oil Spread Swap</u>	<u>Gasoil</u>	<u>Kerosene</u>	<u>Naphtha</u>	<u>Fuel Oil 180</u>	<u>Fuel Oil 380</u>
<u>Contract</u>	<u>Dubai Crude Oil Swap</u>	<u>Brent / Dubai Crude Oil Spread Swap</u>	<u>Gasoil Swap FOB Singapore, 0.50% sulfur</u>	<u>Kerosene Swap FOB Singapore</u>	<u>Naphtha Swap FOB Singapore</u>	<u>Singapore Fuel Oil 180cst Swap, 3.5% sulfur</u>	<u>Singapore Fuel Oil 380cst Swap, 4% sulfur</u>
<u>Final Settlement Price</u>	<u>Arithmetic average of Platts' daily spot assessments in the Contract Month for the relevant underlying product, rounded to 3 decimal places</u>						

Freight Forward Contracts: Tanker Voyage Routes

<u>Product</u>	<u>TD3</u>	<u>TC4</u>
<u>Contract</u>	<u>TD3 Forward Freight Agreement- ME Gulf-Japan (Ras Tanura - Chiba), 260,000 mt</u>	<u>TC4 Forward Freight Agreement- Singapore-Japan (Singapore - Chiba), 30,000 mt</u>
<u>Final Settlement Price</u>	<u>Arithmetic average of Baltic's daily spot assessments in the Contract Month for the relevant underlying product, rounded to 4 decimal places</u>	<u>Arithmetic average of Platts' daily spot assessments in the Contract Month for the relevant underlying product, rounded to 4 decimal places</u>

Freight Forward Contracts: Dry Trip Timecharter Routes

Product	P2A	P3A
Contract	<u>Panamax Route P2A Forward Freight Agreement Skaw/Gibraltar – Far East, re-delivery Taiwan/Japan range. 60/65 days</u>	<u>Panamax Route P3A Forward Freight Agreement Trans Pacific round either via Australia or Pacific, delivery and re-delivery Japan/South Korea range. 35/50 days</u>
Final Settlement Price	<u>Arithmetic average of last 7 Baltic's daily spot assessments in the Contract Month for the relevant underlying product, rounded to 1 decimal place</u>	

Freight Forward Contracts: Dry Voyage Routes

Product	C3	C4	C5	C7
Contract	<u>Capesize Route C3 Forward Freight Agreement Tubarao/Beilun and Baoshan. 150,000mt</u>	<u>Capesize Route C4 Forward Freight Agreement Richards Bay-Rotterdam. 150,000mt</u>	<u>Capesize Route C5 Forward Freight Agreement W Australia – Beilun/Baoshan. 150,000mt</u>	<u>Capesize Route C7 Forward Freight Agreement Bolivar-Rotterdam. 150,000mt</u>
Final Settlement Price	<u>Arithmetic average of last 7 Baltic's daily spot assessments in the Contract Month for the relevant underlying product, rounded to 4 decimal places</u>			

Freight Forward Contracts: Dry Timecharter Basket Routes

<u>Product</u>	<u>CTC</u>	<u>PTC</u>	<u>STC</u>
<u>Contract</u>	<u>Capsize Time Charter Basket Average 4 Routes</u>	<u>Panamax Time Charter Basket Average 4 Routes</u>	<u>Supramax Time Charter Basket Average 7 Routes</u>
<u>Final Settlement Price</u>	<u>Arithmetic average of all Baltic's daily spot assessments in the Contract Month for the relevant underlying product, rounded to 1 decimal place</u>		