

Operating Procedures

COPYRIGHT © 2022 Copyright in the document vests in CBL Markets (USA) LLC and CBL Markets (Australia) Pty Ltd. No part of it may be copied in any way without specific permission.

CBL[®]

An Xpansiv[™] Market

Table of Contents

- 1. INTERPRETATION AND APPLICATION OF THE MARKET RULES**
 - P1.1 Definitions**
 - P1.2 Interpretation**
 - P1.3 Inconsistency between Market Rules and Procedures**
 - P1.4 Amending the Market Rules**
 - P1.5 Waivers**
 - P1.6 Reviews**
 - P1.7 Amending the Procedures**
- 2. BECOMING A PARTICIPANT**
 - P2.1 Steps to becoming a Participant in the Market**
 - P2.2 Eligibility requirements**
 - P2.3 Participant's Designated Authorized Representatives**
- 3. ONGOING COMPLIANCE OF PARTICIPANTS**
 - P3.1 Continuing obligations**
 - P3.2 Record-keeping**
 - P3.3 Access Code suspension and cancellation**
- 4. TRADING**
 - P4.1 Hours of Operation**
 - P4.2 Orders and Matching**
 - P4.3 OTC Trades**
 - P4.4 Cancellation of Orders, OTC Trades, Futures Transactions and Pending Transactions**
 - P4.5 Auction Orders**
 - P4.6 Costs**
- 5. SETTLEMENT**
 - P5.1 Transfer Service**
 - P5.2 Settlement arrangements for Spot Products**
- 6. FAIR AND ORDERLY MARKET**
 - P6.1 The Market Operator's orderly market powers**

P6.2 Market-related Disputes (excluding Disputes involving the Transfer Service)

P6.3 Market-related Disputes concerning the Transfer Service

P6.4 Review of Dispute under Market Rule 7.6

7. MONITORING & INVESTIGATION

P7.1 Monitoring Compliance and Investigation

P7.2 Information

P7.3 Independent Report by a Qualified Person

8. DISCIPLINARY ACTIONS, SANCTIONS AND OTHER POWERS

P8.1 Disciplinary Action

P8.2 Sanctions

P8.3 Register of decisions

9. GENERAL

P9.1 Privacy exchange of information

P9.2 Complaints

P9.3 Fees and charges

P9.4 Notifications

Annexure A - General

Annexure B - Spot Products

10. SETTLEMENT

P10.1 Settlement arrangements

Annexure C - Spot Products associated with the California Cap and Trade Program

11. SETTLEMENT

P11.1 Settlement arrangements

Annexure D – Trading of Products on ACE

12. SETTLEMENT

P12.1 ACE Settlement arrangements

ANNEXURE D – Form of Auction Notice

1. INTERPRETATION AND APPLICATION OF THE MARKET RULES

P1.1 Definitions

1.1 Words defined in the Market Rules have the same meaning in these Procedures unless otherwise specified herein.

P1.2 Interpretation

1.1 These Procedures must be read in conjunction with the Market Rules.

1.2 For ease of reference, each Procedure is numbered in line with the Market Rule to which the Procedure relates.

1.3 If a Procedure contains more than one part, each part will be numbered and the part heading will be underlined.

1.4 If a part of a Procedure contains more than one paragraph, each paragraph will be numbered in line with the numbering of that part of the Procedure.

1.5 The rules of interpretation set out in Rule 1.2 also apply to these Procedures.

P1.3 Inconsistency between Market Rules and Procedures

1.1 If there is any inconsistency between these Procedures and the Market Rules, the terms of the Market Rules will prevail.

P1.4 Amending the Market Rules

1.1 The Market Operator will consult with Participants prior to making any material substantive changes to the Market Rules.

1.2 When the Market Operator consults with Participants in relation to a proposed change to the Market Rules, the Market Operator will issue a circular to Participants at least ten (10) Business Days prior to the proposed amendments becoming effective in order to provide Participants with an opportunity to provide comment on any proposed amendments.

1.3 The Market Operator will consider all comments received from Participants prior to any submission deadline before the Market Rule amendments are finalized and implemented.

1.4 The Market Operator will amend the Fee Schedule from time to time by publishing revisions on the [Resources page](#) and providing reasonable advance notice to Participants of any changes.

P1.5 Waivers

1. Requesting a Waiver

1.1 A Participant may request a waiver from a Market Rule in accordance with this Procedure.

1.2 An application for a waiver must be in writing and state:

- (a) the Participant details;
- (b) the Market Rule to which the waiver will apply;
- (c) reasons for the waiver;
- (d) the basis on which the waiver should be applied;
- (e) the date on which the waiver should apply and the period for which it should remain in force; and
- (f) any terms and conditions of the waiver that the Participant considers relevant.

2. Register of waivers

2.1 The Register will record:

- (a) the Market Rule from which the waiver is granted;
- (b) the Participant(s) that have been granted the waiver;
- (c) the basis on which the waiver was granted;
- (d) the date on which the waiver takes effect and the period for which the waiver will remain in force; and
- (e) the terms and conditions of the waiver.

P1.6 **Reviews**

1. Requesting a Review

- 1.1 Rule 1.6 provides that a Participant can only request a review of a decision if the Market Rules state that the decision may be reviewed.
- 1.2 The following Market Rules state that a Participant may request a review of the decisions that are specified:
 - (a) Market Rule 7.2 states that a Participant the subject of a decision by the Market Operator under Market Rule 7.1(d) may request a review of a decision by the Market Operator under Market Rule 7.1(d) to modify or restrict a Participant's access to the Market in order to ensure a fair, orderly and transparent Market;
 - (b) Market Rule 7.5(a) states that a Participant involved in a Dispute under Market Rule 7.4 may request a review of the exercise by the Market Operator of the powers in Market Rule 7.4(d) in respect of a Dispute;
 - (c) Market Rule 9.2(b) states that a Participant the subject of a determination under Market Rule 9.2(a) may request a review of disciplinary action taken by the Market Operator under Market Rule 9.2(a);
 - (d) Market Rule 9.7 states that a Participant the subject of a decision by the Market Operator under Market Rule 9.6 may request a review of a decision by the Market Operator under the default powers in Market Rule 9.6 to restrict, suspend or terminate a Participant's access to the Market.
 - (e) Market Rule 7.5 states that any disputes related to the Transfer Service must be settled in accordance with the applicable Futures Market Rules of the relevant Designated Futures Exchange on which the applicable Futures Transaction, for which the Market Operator is providing Transfer Services was entered.
- 1.3 Notification of a request for a review must comply with Procedure 14.7 and be given to:
 - (a) Market Compliance in the case of a notification of a request for a review made under Market Rules 7.2, 9.2(b) or 9.7; or
 - (b) Market Operations in the case of a notification of a request for a review made under Market Rule 7.6(a).
- 1.4 A request for a review must include the following information and material with the notification:
 - (a) the name of the Participant seeking the review;
 - (b) the decision in respect of which the review is sought;
 - (c) all material facts; and
 - (d) all relevant documents, including all those upon which the Participant will rely.

1.5 Further Procedures relating to reviews are also contained in:

- (a) Procedure 7.5 in respect of the review of a decision relating to a Dispute;
- (b) Procedure 9.2 in respect of the review of a decision relating to disciplinary action.

2. Market Operator Response

The Market Operator will respond to a request for a review by serving upon the Participant a statement in response setting out all material facts and attaching all relevant documents.

3. Review Process

- 3.1 The Market Operator will appoint appropriately qualified persons to a panel from which the members of a Review Committee will, when required, be drawn (the "**Panel**").
- 3.2 On an annual basis, the Market Operator will appoint one member of the Panel to be the Chairman of the Review Committee for a period of one (1) year.
- 3.3 Upon receiving a request from a Participant to review a decision, the Market Operator will instruct the Chairman of the Review Committee to convene a Review Committee consisting of the Chairman of the Review Committee and two (2) other members drawn from the Panel. These three persons will sit as the Review Committee to conduct the review initiated by the request.
- 3.4 A person must not sit as a member of a Review Committee if they have a conflict of interest which precludes their participation. Members of the Review Committee must excuse themselves if the Chairman of the Review Committee determines that they have a conflict of interest, which precludes their participation, and the Chairman of the Review Committee will draw a replacement from the Panel.
- 3.5 If the Chairman of the Review Committee is conflicted from hearing a matter, the Market Operator will appoint an alternate Chairman of the Review Committee for the purposes of the review initiated by the request.
- 3.6 The Market Compliance Officer will provide copies of all documents served by the Participant and the Market Operator to each member of the Review Committee.
- 3.7 The Review Committee may conduct the review as it sees fit, provided that the proceedings are conducted without bias and the Participant and the Market Operator are provided with a fair hearing.

4. Interim Measures

Lodging a request for a review pursuant to Market Rules 7.2, 7.6, or 9.7 has no impact on the decision in respect of which the request is made. That decision will remain in force unless and until it is changed by the Review Committee.

5. Review Outcomes

- 5.1 In the case of a review conducted pursuant to a request made under Market Rules 7.2, 7.6, or 9.7, the Review Committee may confirm, modify or vacate and replace the decision in respect of which the review is being sought.
- 5.2 In the case of a review conducted pursuant to a Participant objection under Market Rule 9.2(b) or a referral from the Market Operator under Market Rule 9.2(d), a Review Committee may impose or utilize one or more of the sanctions in Market Rule 9.4 and as outlined in Procedure 9.2.
- 5.3 There is no appeal from a decision of the Review Committee.

5.4 The decision of the Review Committee may be enforced by the Market Operator as if it were the decision that was reviewed.

6. Notification of decision

6.1 The Review Committee will notify the Market Operator and the relevant Participant of the decision in writing and the general reason for its decision as soon as it is reasonably practicable.

6.2 The Review Committee has the power to direct the details, if any, of its decision may be made public.

6.3 The Market Operator may, subject to paragraph 6.2 of this Procedure 1.6, publicly announce a decision of the Review Committee.

7. Register

The Market Operator will keep a register of all decisions of the Review Committee. The register will, subject to paragraph 6.2 of this Procedure 1.6, be available for Participants to inspect by making an application in writing to Market Compliance.

P1.7 Amending the Procedures

1.1 The Market Operator may, but is not required to, consult with Participants prior to making any material substantive changes to the Procedures.

1.2 If the Market Operator consults with Participants the Market Operator will issue a circular to Participants at least ten (10) Business Days prior to the proposed amendments becoming effective in order to provide Participants with an opportunity to provide comment on any proposed amendments.

1.3 The Market Operator will consider all comments received from Participants prior to any submission deadline before the Procedure amendments are finalized and implemented.

1.4 This process will not apply to:

- (a) amendments that are not substantive, as determined by Market Operator;
- (b) in circumstances where amendments are a matter of urgency or emergency;
- (c) amendments that relate to the operation of the Exchange (including the market-making trading platform for ACCUs) that have already been notified to Participants; or
- (d) in circumstances where the Market Operator considers that consultation on the proposed amendments would not be in the best interest of the Market.

2. BECOMING A PARTICIPANT

P2.1 Steps to becoming a Participant in the Market

1. Application form - General

With respect to Applicants, the application form to be submitted under Market Rule 2.1 is titled Participant Application Form and is available via request on the Website. The application form must be completed and executed by every Applicant and includes the authorization of the Market Operator with all necessary agency authority. Applicants may be required to provide additional information, including pursuant to an applicable Auction Notice in order to be fully onboarded and approved as a Participant.

2. Application form – ACE

Where an Applicant is seeking to become a Participant of ACE, the application form to be submitted under Market Rule 2.1. is titled ACE Application Form - Participant and is available via request on the Website. The application form must be completed and executed by every Applicant and includes the authorization of the Market Operator with all necessary agency authority. Applicants are required to specify whether they have an ICH Account or whether they intend for Market Operator to open a Market Bank Account with the Approved Clearing Bank.

3. Application form – ACCU Orders

Where an Applicant is seeking to be able to place ACCU Orders, either on its own behalf on behalf of its clients, it must provide confirmation in writing to the Market Operator that it is a Wholesale Client and (if applicable) that its clients are also Wholesale Clients (other than in the case where the Applicant is seeking to place ACCU Orders on behalf of clients for the sole purpose of retiring such ACCUs).

4. Application form –Transfer Service

Where an Australian Applicant is seeking to use the Transfer Service, it must provide confirmation in writing to the Market Operator that it is a Professional Investor.

5. Application form - Auction Participant

Where an Applicant is seeking to become an Auction Participant for a particular Auction as described in an Auction Notice, the application form to be submitted under Market Rule 2.1 is titled Auction Participant – Application Form and is available on demand from the Market Operator. The application form must be completed and executed by every Applicant and includes the authorization of the Market Operator with all necessary agency authority. Applicants may be required to provide additional information, including pursuant to an applicable Auction Notice. If an Auction Participant wishes to be fully onboarded and approved as a Member Participant or to participate in a different Auction they may be required to provide additional information to the Market Operator.

6. Application form – Screen Participant

Where an Applicant is seeking to become a Screen Participant for a particular Screen as described in a Screen Notice, the application form to be submitted under Market Rule 2.1 is titled Screen Participant – Application Form and is available on demand from the Market Operator. The application form must be completed and executed by every Applicant and includes the authorization of the Market Operator with all necessary agency authority. Applicants may be required to provide additional information, including pursuant to an applicable Screen Notice. If a Screen Participant wishes to be fully onboarded and approved as a Member Participant or to participate in a different Screen they may be required to provide additional information to the Market Operator.

P2.2 Eligibility requirements

1. For the purposes of Market Rule 2.3(c), without limiting the discretion of the Market Operator when considering a person's good fame and character:
 - (a) if a person is prohibited under Applicable Law from being a director of, or in any way concerned in or taking part in the management of, a corporation that person is deemed to not be of good fame or character; and
 - (b) any conviction of the person or applicant for any offence, at any time, or any adverse mention of the person or applicant at any time in a report made by or at the request of any government or governmental authority may be taken into account.
2. Participant of ACE
 - 2.1 To be eligible for admission as a Participant of ACE, all applications will be given by the Market Operator to IATA to review and assess before the Market Operator approves an application.
3. Auction Participant
 - 3.1 Rule 2.3(a) is waived for an Applicant seeking to become an Auction Participant.

P2.7 Participant's Designated Authorized Representatives

4. The application form to be submitted under Market Rule 2.7 is available by request via the Website.
5. For the purposes of Market Rule 2.7(b), paragraph 1.1 of Procedure 2.3 applies.

3. ONGOING COMPLIANCE OF PARTICIPANTS

P3.1 Continuing obligations

1. Register of Designated Authorized Representatives

- 1.1 The Market Operator will maintain a register of Designated Authorized Representatives for each Participant.
- 1.2 The register must include the following information for each Participant's Designated Authorized Representative:
 - (a) Name of Participant;
 - (b) Name of Participant's Designated Authorized Representative;
 - (c) Role of Participant's Designated Authorized Representative within the organization;
 - (d) Authorized signatures;
 - (e) Date of birth;
 - (f) Contact details; and
 - (g) any limitations of authority applicable to that person's role as a Participant's Designated Authorized Representative.
- 1.3 For the purposes of Market Rule 3.1(d)(ii), the notification must be made using the form provided on the Website and must enclose an updated register of Participant's Designated Authorized Representatives.
- 1.4 Following receipt of the notification under Market Rule 3.1(d)(ii), the Market Operator may suspend or cancel any of the Participant's Access Codes and/ or issue one or more new Access Codes to the Participant's Designated Authorized Representatives.

2. Training of Designated Authorized Representatives

For the purposes of Market Rule 3.1(g), the following should be taken into account:

- (a) the Participant's purpose for participating in the Market;
- (b) the nature, scope and extent of the Participant's business activity in connection with the Market;
- (c) the requirements applicable to the Participant's activities in the Market including the Market Rules, the Procedures and Applicable Law;
- (d) trading or broking experience of each Designated Authorized Representative in any financial market;
- (e) educational qualifications of each Designated Authorized Representative; and
- (f) ongoing continuing professional development.

3. Fees for participation in the Market

With reference to Market Rule 3.1(m), the fees for participation and access to the Market and Market Registry Services are specified in the Fee Schedule.

P3.2 Record-keeping

- 1.1 Each Participant must maintain an internal record that includes the following details of all Transactions executed by the Participant, including all OTC Trades, Screen Orders and Auction Orders submitted by a Participant:
- (a) Date and time of the Transaction or that the OTC Trade or Screen Order was submitted;
 - (b) relevant Participant's Designated Authorized Representative who executed the Transaction or submitted the OTC Trade;
 - (c) whether the Participant(s) was buying or selling;
 - (d) the specific type of Product;
 - (e) the names of the Participants on whose behalf the OTC Trade was submitted, if applicable;
 - (f) the number of Products involved in the Transaction or OTC Trade; and
 - (g) the unit price for that Transaction or OTC Trade.
- 1.2 Each Futures Broker must maintain an internal record that includes the details of all Futures Transactions subject to the Transfer Service submitted by the Member Participant or Transferor in accordance with Market Rule 3.2, the applicable Futures Market Rules and Applicable Law.

P3.3 Access Code suspension and cancellation

- 1.1 Following receipt of the notification under Market Rule 3.4(c), the Market Operator may suspend or cancel any of the Participant's Access Codes and/ or issue one or more new Access Codes to the Participant's Designated Authorized Representatives.
- 1.2 Each Participant must provide the Market Operator with any information requested by the Market Operator concerning the potential loss, misuse or other compromise of an Access Code.

4. CEASING TO BE A PARTICIPANT

[Intentionally left blank]

5. TRADING

P5.1 Hours of Operation

1. Phases of the Market

1.1 The phases of the Market are specified in Part 1 of Annexure A.

P5.2 Orders and Matching

1. Order attributes

1.1 Orders submitted to the Market must comply with the instructions provided to Participant's Designated Authorized Representative in accordance with Market Rules 2.5 and 2.6, and where applicable, the Auction Notice or Screen Notice.

1.2 Those instructions provide an exhaustive list of mandatory attributes, which include:

- (a) the specific type of Product;
- (b) whether the Order is a Bid or an Offer; and
- (c) with respect to Orders in the Market, whether the Order is:
 - (i) a "Limit Order", in which case:
 - (A) the number of that type of Product comprised in the Order;
 - (B) the unit price for that type of Product; and
 - (C) whether the Order is good for the day or good until cancelled;
 - (ii) a "Market Order", which can only be submitted for a matching Order at the top of the price stack, in which case:
 - (A) the number of that type of Product comprised in the Order;
 - (iii) an "Iceberg Order", in which case:
 - (A) the full number of that type of Product comprised in the Order;
 - (B) the number of that type of Product to be disclosed;
 - (C) the unit price for that type of Product; and
 - (D) whether the Order is good for the day or good until cancelled;
- (d) with respect to Auction Orders, whether the Auction Order is:
 - (i) an Offer for an Auction Order, in which case:
 - (A) the number of that type of Product comprised in the Auction Order; and
 - (B) the MAP of that type of Product.
 - (ii) a Bid for an Auction Order, in which case:
 - (A) the number of that type of Product comprised in the Auction Order;

- (B) the Bid price for that type of Product, where the Bid price must be equal to or higher than the Offer MAP for that type of Product.
- (e) With respect to Screen Orders, the same instructions set out in Procedure 5.2(1.2)(c), unless otherwise stated in an applicable Screen Notice.
- 1.3 Those instructions provide an exhaustive list of optional attributes.
2. Priority of Orders on the Exchange (including the market-making trading platform for ACCUs)
- 2.1 During the normal trading phase, the Exchange (including the market-making trading platform for ACCUs) will contain details of:
- (a) Bids and Offers that have not been Matched; and
- (b) the most recent Transaction.
- 2.2 Orders will be ranked on a price/ time priority basis as follows:
- (a) For Orders other than Auction Orders (subject to a Screen Notice for Screen Orders):
- (i) Bids are automatically sorted by ascending price, with the highest price listed at the top of the price stack;
- (ii) Offers are automatically sorted by descending price, with the lowest price listed at the top of the price stack; and
- (iii) Within each price stack, Bids or Offers ranked equally on price are sorted by time with the earliest Bid or Offer ranked above subsequent Bids or Offers.
- (b) For Auction Orders:
- (i) Bids are automatically sorted by ascending price, with the highest price listed at the top of the price stack; and
- (ii) Within each price stack, Bids ranked equally on price are sorted by time with the earliest Bid ranked above subsequent Bids.
- 2.3 If a Participant:
- (a) withdraws or cancels an Offer or Bid, then the Offer or Bid is deleted from the Order Book;
- (b) makes any amendment to an Offer or Bid, the Offer or Bid loses its priority ranking, and the amended Order is treated as a new Order.
- 2.4 If an Order is partially Matched, the un-Matched portion of the Order will retain its priority ranking.
3. Matching
- 3.1 Orders other than Auction Orders (subject to a Screen Notice for Screen Orders):
- (a) The Exchange (including the market-making trading platform for ACCUs) automates the matching of Offers and Bids in accordance with the priority price/ time ranking of Offers and Bids as outlined in paragraphs 2.1, 2.2(a), 2.3 and 2.4 of this Procedure 5.4.

- (b) In addition, an Order may be wholly or partially Matched by a Member Participant selecting the "Buy" or "Sell" button directly on the Exchange (including the market-making trading platform for ACCUs) without submitting a separate Order.
- (c) The subsequent execution and settlement of a Transaction is further described in Procedure 6.1.

3.2 For Auction Orders:

- (a) Subject to the priority price and time ranking of Bids as outlined in paragraph 2.1, 2.2(b), 2.3 and 2.4 of this Procedure 5.4, all Bid prices greater than or equal to the Offer MAP, up to the total number of that type of Product on Offer, will be automatically Matched.
- (b) The price of the Matched Orders will be the lowest Bid price greater than or equal to the Offer MAP where the total number of that type of Product on Offer is Matched.
- (c) If the lowest Bid exceeds the total number of that type of Product on Offer, it will be partially Matched to fulfil the total number of that type of Product on Offer.

3.3 Except in accordance with the Market Rules, Applicable Law and these Procedures, the Market Operator will not disclose the identity of Member Participants that are counterparties to a Transaction.

P5.3 OTC Trades

1. OTC Trade attributes

1.1 OTC Trades submitted to the Market must comply with the instructions provided to Participant's Designated Authorized Representatives in accordance with Market Rules 2.5 and 2.6.

1.2 Those instructions provide an exhaustive list of mandatory attributes, which include:

- (a) the names of the selling and buying Participants on whose behalf the OTC Trade was submitted, and the name of the Broker who submitted the OTC Trade, if applicable;
- (b) the specific type of Product;
- (c) the number of that type of Product comprised in the OTC Trade; and
- (d) the unit price for that type of Product.

1.3 Those instructions may also provide an exhaustive list of optional attributes.

2. OTC Trades on the Exchange (including the market-making trading platform for ACCUs)

2.1 If a Participant:

- (a) withdraws or cancels an OTC Trade before it is Confirmed, then Market Operator will delete the OTC Trade;
- (b) makes any amendment to an OTC Trade, the amended OTC Trade is treated as a new OTC Trade.

3. Confirming

3.1 On receipt of an OTC Trade submitted via the OTC Portal, the Market Operator will request the Participants named in the OTC Trade to provide an OTC Trade Confirmation.

3.2 An OTC Trade is Confirmed at the point in time when the Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.

- 3.3 The subsequent execution and settlement of a Transaction is further described in Procedure 6.1.
- 3.4 Except in accordance with the Market Rules and these Procedures, the Market Operator will not disclose the identity of Participants that are counterparties to a Transaction.

P5.4 Cancellation of Orders, OTC Trades, Futures Transactions and Pending Transactions

1. Orders

- 1.1 A Participant may cancel any of its Orders by submitting such a request to the Exchange (including the market-making trading platform for ACCUs).
- 1.2 The Market Operator will cancel all Orders in the Market that have not been Matched at the close of trading unless the Order is submitted as good until cancelled.
- 1.3 The Market Operator will cancel all Orders;
- (a) If the seller of the Asset Unit(s) or Financial Unit(s) has not transferred the full quantity of Asset Unit(s) or Financial Unit(s) to be delivered to the purchaser of the Asset Unit(s) or Financial Unit(s) to the applicable Participant's Market Registry Account; or
 - (b) if the buyer of the Asset Unit(s) or Financial Unit(s) does not have sufficient funds available to cover the cost of the Asset Unit(s) or Financial Unit(s) to be purchased in the applicable Participant's Market Bank Account or Participant's Market Exchange Account;
 - (c) of an Auction Participant if such Auction Participant submits multiple Bids in the same Auction; or
 - (d) if the Market Operator becomes aware the applicable Asset Unit(s)/ Financial Unit(s) are invalid, or is under investigation until a final determination of invalidation is made by the Approved Registry, under the terms of the Approved Registry.

2. OTC Trades

- 2.1 A Participant named in an OTC Trade may cancel the OTC Trade by rejecting the request from the Market Operator to provide an OTC Trade Confirmation.
- 2.2 The Market Operator may cancel an OTC Trade:
- (a) if the OTC Trade has not been Confirmed, withdrawn, amended or cancelled in accordance with the Market Rules and Procedures within three (3) Business Days of the date the OTC Trade was submitted to the Market via the OTC Portal; or
 - (b) if the seller of the Asset Unit(s)/ Financial Unit(s) has not transferred the full quantity of Asset Unit(s)/ Financial Unit(s) to be delivered to the purchaser of the Asset Unit(s) to the applicable Participant's Market Registry Account;
 - (c) if the buyer of the Asset Unit(s)/ Financial Unit(s) does not have sufficient funds available to cover the cost of the Asset Unit(s)/ Financial Unit(s) to be purchased in the applicable Participant's Market Bank Account or Participant's Market Exchange Account;
 - (d) if the Market Operator becomes aware the applicable Asset Unit(s)/ Financial Unit(s) are invalid, or is under investigation until a final determination of invalidation is made by the Approved Registry, under the terms of the Applicable Registry; and

- (e) in the circumstances that the OTC Trade does not comply with the Market Rules, or to otherwise ensure a fair, orderly and transparent Market.

3. Pending Transactions

3.1 Subject to paragraph 2 and 3 of this Procedure 5.6, a Pending Transaction may only be cancelled by the Market Operator:

- (a) after receipt of instructions to do so from both Participants involved in the Pending Transaction; or
- (b) to otherwise ensure a fair, orderly and transparent market.

P5.5 Auction Orders

1. Auction Open

1.1 During the Auction Open phase:

- (a) The bidding Auction Participants may submit to the Market Operator and, at any time prior to the Auction Close phase commencing, may amend their Auction Order bid prices and Auction Order volumes in relation to the Auction Product being auctioned; and
- (b) All Auction Order bids must be equal to or higher than the MAP for the corresponding Auction Product.

2. Auction Close and Post-Close

2.1 During the Auction Close phase:

- (a) All successful Auction Orders will be matched and executed, and successful Auction Participants will be notified of the executed Transaction via Market Operator providing notice of successful Auction Order(s).

2.2 During the Auction Post-Close phase:

- (a) All successful Auction Participants will receive confirmation of the Matched Auction Orders and resulting Auction Transaction(s) from the Market Operator; and
- (b) At the time specified in the Auction Notice or otherwise, Auction Products will be settled for all successful bidding Auction Participants.

P5.6 Costs

If the Market Operator incurs any of the costs referred to in Market Rule 5.8, the Market Operator may debit those costs from the Participant's Market Bank Account or the Master Funding Account and make the corresponding adjustment to the Participant's Market Exchange Account.

6. SETTLEMENT

P6.1 Transfer Service

1. Onboarding

- 1.1 Any Futures Broker and any customer of a Futures Broker that intends to take physical delivery of Asset Unit(s)/ Financial Unit(s) through the Transfer Service and is not currently a Member Participant must apply and register as either a Participant or Transferor in accordance with Market Rule 2.1 and Procedure 2.1 above.
- 1.2 During the registration process, the prospective Member Participant or Transferor will be required to establish Registry Account(s) at the relevant Approved Registry(ies) and submit the Participant application form, as applicable, including the designation of the Market Operator with all necessary agency authority, no later than twenty (20) Business Days prior to the associated Futures Product's expiration date.
- 1.3 The Market Operator will assist prospective Member Participants and Transferors with establishing Registry Accounts upon written request in accordance with Market Rule 2.3(j)(iii), provided that the prospective Member Participant or Transferor provides the Market Operator with all required documentation, authorizations and information to enable it to do so.
- 1.4 The Market Operator will establish Market Registry Account(s) and a Market Bank Account or a Market Exchange Account, as applicable, as part of the registration process.

2. Collection of Delivery Information for Standard Instruments

Pursuant to the applicable Futures Market Rules, prior to the expiration of any Futures Product, the relevant operations will require all applicable Futures Brokers with open interest in the Futures Product that have customers who wish to take physical delivery of Asset Unit(s)/ Financial Unit(s) through the Transfer Service, to provide the following information:

- (a) Futures Broker's Name;
- (b) Futures Broker's Client's Name;
- (c) Buy/ Sell;
- (d) Quantity of Asset Unit(s) to be delivered/ received;
- (e) Market Operator Account Name;
- (f) Approved Registry Name;
- (g) Approved Registry Account Name; and
- (h) Xpansiv Connect Account Number.

3. Transfer Service and Delivery Procedures

- 3.1 Any Member Participants or Transferors that are net buyers, intend to take physical delivery and are funding their Market Bank Account from an international bank account must initiate wire transfers on the expiration date of the associated Futures Product to guarantee that the Participant's Market Bank Account has sufficient funds to cover the cost of the Asset Unit(s)/ Financial Unit(s) to be purchased.
- 3.2 Within two (2) days following the associated Futures Product expiration date, (i) Member Participants and Transferors that are net sellers must review their Market Registry Account(s) to confirm that the full quantity of Asset Unit(s)/ Financial Unit(s) to be delivered via the Transfer Service is available for delivery; (ii) Member Participants and Transferors

that are net buyers must review their Market Bank Account to confirm that it has sufficient funds available to cover the cost of the Asset Unit(s)/ Financial Unit(s) to be purchased. The Market Operator will not process Asset Unit Transfers for Member Participants or Transferors if there are not sufficient Asset Unit(s)/ Financial Unit(s) and/ or funds available in the applicable Market Bank Account and/ or Market Registry Account(s), by the time required by the applicable Futures Market Rules.

- 3.3 For Futures Products involving Standard Instruments, if applicable, all Asset Units/ Financial Unit(s) must meet the criteria and requirements for such Standard Instrument under the Standard Instruments Program. For Standard Instrument Program Asset Units/ Financial Unit(s), by selecting such Asset Units/Financial Unit(s) for Asset Unit/Financial Unit Transfer via the Transfer Service, the Member Participant or Transferor represents and warrants that such Asset Units/ Financial Unit(s) comply with the requirements of the Standard Instrument Program.
- 3.4 Market Operator will process the Transfer Service and delivery of the Asset Unit(s)/ Financial Unit(s) purchased as part of the Futures Transaction to Member Participants and Transferors that are net buyers and settlement funds to Member Participants and Transferors that are net sellers following the expiration of the associated Futures Product by the time required by the applicable Futures Market Rules.

4. General

Member Participants and Transferors that transact in Futures Products must comply with applicable Futures Market Rules and Futures Broker requirements in addition to the Market Rules and Procedures.

P6.2 Settlement arrangements for Spot Products

- 1.1 The Procedures for settlement arrangements are set out in the Annexures applicable to the Spot Products the subject of the Transaction.
- 1.2 Please see Market Rule 6 for clarification on settlement.

P6.3 Retirement

- 1.1 Where a Participant has instructed the Market Operator to continue hold Asset Units on its behalf, a Participant may instruct Market Operator to retire/cancel Asset Units from their Market Registry Account at any time and subject to the applicable Product Schedule. Retirement/cancellation instructions must be sent to operations@xpansiv.com and must comply with the requirements of the Market Operator, as may be notified to Participants from time to time. When providing instructions for a retirement/cancellation under this paragraph 1.1 of Procedure 6.3, the Participant:
 - (a) acknowledges that the Market Operator is relying upon the applicable representations and warranties given by the Participant in the applicable Product Schedule in relation to the retirement of Asset Units; and
 - (b) indemnifies and holds the Market Operator harmless against any loss or damage suffered as a result of a breach of such representation and warranties.
- 1.2 Following receipt of retirement instructions from a Participant under paragraph 1.1 of Procedure 6.3 and payment of the applicable fee as specified in the Fee Schedule, and provided that the Asset Units are not also the subject of the Participant's Orders, OTC Trade Confirmations, a Force Majeure Event or a cancellation or suspension by the Approved Registry the Market Operator will process the requested retirement/cancellation in accordance with the terms of the Approved Registry. Instructions to retire/cancel Asset Units cannot be revoked once received by the Market Operator.
- 1.3 The Market Operator will not retire/cancel Asset Units out of the Participant's Market Registry Account except in accordance with the instructions provided in writing by the Participant's Designated Authorized Representative.

7. FAIR AND ORDERLY MARKET

P7.1 The Market Operator's orderly market powers

1. Trading halts and suspensions

- 1.1 Under Market Rule 7.1(b), the Market Operator is authorized to place one or more specific types of Products quoted on the Market into a trading halt or suspension. After doing so, the Market Operator will assess whether maintaining the halt or suspension on the Market is justified. The Market Operator will notify Participants if it proposes removing a trading halt or suspension for a Product.
- 1.2 When a Product has been placed into a trading halt, the Market Operator will, in relation to that Product:
 - (a) not accept new Orders or allow existing Orders to be amended;
 - (b) allow a Participant to cancel existing Orders;
 - (c) not accept new OTC Trades or allow OTC Trades to be amended; or
 - (d) not allow Pending Transactions to be amended or cancelled except to otherwise ensure a fair, orderly and transparent market.
- 1.3 The Market Operator will provide Participants with at least 10 minutes prior notice before removing a trading halt or suspension for a particular Product.

P7.2 Market-related Disputes (excluding Disputes involving the Transfer Service)

1. Time limits

- 1.1 Any notification by a Member Participant pursuant to Market Rule 7.4(a) must be made:
 - (a) if the Dispute relates to a Transaction, within 20 minutes of execution of the Transaction; or
 - (b) if the Dispute does not relate to a Transaction, by 6 pm on the day on which the Dispute has arisen.

2. Minimum requirements of notification

- 2.1 Any notification by a Member Participant pursuant to Market Rule 7.4(a) must provide:
 - (a) sufficient details of the Dispute including details of the Transaction or other actions in the Market relevant to the Dispute; and
 - (b) details of the action the Member Participant requests Market Operator to take and why the Member Participant considers such action would be consistent with ensuring a fair and orderly market.

P7.3 Market-related Disputes concerning the Transfer Service

- 1.1 Any disputes related to the Transfer Service or regarding Futures Product must be settled in accordance with the applicable Futures Market Rules of the relevant Designated Futures Exchange on which the applicable futures Transaction, for which the Market Operator is providing Transfer Services, was entered.

P7.4 Review of Dispute under Market Rule 7.6

1. Review of the non-exercise of powers

- 1.1 A review can be requested under Market Rule 7.6 of a proposed decision by the Market Operator not to exercise any of the powers listed in Market Rules 7.6 and 7.7.

2. Making a Request

2.1 A Participant may provide the notification and request for a review under Market Rule 7.6 by email. The notification and request must be made to Market Operations in accordance with Procedure 13.7.

3. Review proceedings

3.1 The review proceedings will be conducted with a view to resolving the Dispute as soon as reasonably practicable and, if at all possible, within 5 Business Days of receipt of the request for a review made under Market Rule 7.6.

3.2 The review proceedings may be conducted by telephone.

4. Procedure 1.6 applicable

4.1 Further Procedures on reviews are contained in Procedure 1.6.

8. MONITORING & INVESTIGATION

P8.1 Monitoring Compliance and Investigation

- 1.1 Market Compliance may investigate an alleged or suspected contravention of the Market Rules. If Market Compliance is of the view that a contravention may have taken place, it may issue a draft investigation report to the Participant that may have contravened the Market Rules. The Participant may respond to the draft report.
- 1.2 If, after receiving and considering any response (or no response) from a Participant to a draft investigation report (if any), Market Compliance remains of the view that a contravention of the Market Rules may have taken place, it must:
- (a) if the alleged contravention of the Market Rules is significant, refer the alleged contravention of the Market Rules to the Compliance Committee; or
 - (b) if the alleged contravention of the Market Rules is not significant, refer the alleged contravention of the Market Rules to the Market Operator Executive,
- together with a copy of an investigation report and all relevant information, including any relevant response by a Participant to a draft of an investigation report.
- 1.3 If the Market Operator Executive considers the alleged contravention referred to it under paragraph 1.2(b) is significant, the Market Operator Executive must refer the alleged contravention of the Market Rules to the Compliance Committee, together with the information and documentation received from Market Compliance and a revised investigation report.
- 1.4 After considering a referral of an alleged contravention of a Market Rule (and all the information that has been provided to it) under paragraph 1.2(a) or paragraph 1.3, the Compliance Committee must, with reference to the Market Operator's powers in Rule 9, submit a recommendation to the Market Operator Executive.

P8.2 Information

- 1.1 A requirement by the Market Operator to provide information is subject to and governed by the laws of the jurisdiction specified in Schedule 1 of the Market Rules, including those relating to legal privilege.

P8.3 Independent Report by a Qualified Person

- 1.1 Examples of matters in respect of which the Market Operator may request a report under Market Rule 8.3 include:
- (a) the Participant's systems and controls in relation to accessing the Market; and
 - (b) the Participant's systems and controls in relation to reporting requirements under the Market Rules.

9. DISCIPLINARY ACTIONS, SANCTIONS AND OTHER POWERS

P9.1 Disciplinary Action

1. Notices Issued under Market Rule 9.2(a)

1.1 After receiving a recommendation from the Compliance Committee submitted under paragraph 1.4 of Procedure 8.1, Market Operator Executive must either:

- (a) make a determination under Market Rule 9 in accordance with the recommendation; or
- (b) refer the alleged violation of the Market Rules to a Review Committee in accordance with Market Rule 9.2(d).

1.2 A notice issued by the Market Operator under Market Rule 9.2(a) shall contain:

- (a) the Market Rule that has been violated;
- (b) the facts and circumstances that gave rise to the contravention and reasons in support of the determination;
- (c) the proposed sanction(s) for the violation; and
- (d) the right of the Participant to object to the determination under Market Rule 9.2(b).

2. Reviews conducted under Rule 9

2.1 The Review Committee has responsibility for reviewing Market Operator determinations where a review is requested by a Participant in compliance with Rule 9.2(b) and the Procedures. A person may not be both a member of the Compliance Committee that considered a referral of an alleged contravention of a Market Rule and a member of a Review Committee that considers the same or a related contravention.

2.2 The Review Committee may also review a matter referred to it by the Market Operator under Market Rule 9.2(d).

3. Hearing date

3.1 The Chairman of the Review Committee will give reasonable notice to Market Operator and the relevant Participant of the nominated date, time and place for the hearing. The hearing date must be at least five (5) Business Days after the date the notice is received by the relevant Participant.

3.2 The Review Committee may amend the hearing date for which notice was previously given and appoint a substitute hearing date. The Review Committee will provide reasonable notice of the new date to the Market Operator and the relevant Participant and may adjourn and re-convene proceedings as it sees fit.

4. Attendance at the hearing

4.1 Proceedings of the Review Committee will take place in private.

4.2 Each of the Market Operator and the relevant Participant may have up to two (2) representatives present to make submissions. A representative may be:

- (a) an Employee;
- (b) counsel; or
- (c) any other person approved by the Review Committee.

4.3 The Market Operator may in its sole discretion specify one or more other persons who may attend the proceedings as observers.

5. Written submissions

5.1 The Review Committee may, but is not required, to permit the parties to make all submissions on a particular disciplinary matter in writing, rather than attend a hearing in person.

6. Agreed outcomes

6.1 If the Market Operator and the relevant Participant submit a proposed agreed outcome to the Review Committee under Rule 9.3(b) then the Review Committee must, before it decides not to accept the agreed outcome, provide the Market Operator and the relevant Participant concerned with an opportunity to be heard in relation to the matter and the proposed agreed outcome.

7. Formalities, recording and transcripts

7.1 Subject to these Procedures and the Market Rules, the Review Committee may conduct its proceedings as it sees fit and may record or make a transcript of proceedings (or both) at the hearing. If a transcript or recording is made, the Review Committee must make it available to Market Operator and to the relevant Participant.

8. Fair hearing

8.1 The Review Committee must conduct the proceedings without bias and must give the relevant Participant and the Market Operator a fair hearing.

9. Decision of the Review Committee

9.1 The decision of the Review Committee on:

- (a) whether a contravention of a Market Rule has taken place; and
- (b) the sanction to be imposed;

will be determined according to a simple majority of votes of the persons appointed to the Review Committee. Each member of the Review Committee has, and must exercise, a deliberate vote. The Chairman of the Review Committee does not have a casting vote.

9.2 Under Rule 9.2(f) and these Procedures, the decision of the Review Committee is binding on the relevant Participant and the Market Operator.

10. Determinations and sanctions

10.1 If the Review Committee decides that a Participant has violated the Market Rules, it may impose one or more of the sanctions set out in Market Rule 9.4.

11. Notification of decision

11.1 The Review Committee will notify the Market Operator and the relevant Participant of the decision and the reason for its decision, including any sanction that is imposed, as soon as it is reasonably practicable to do so. The Review Committee has the power to direct what details of its decision may be made public.

11.2 The Market Operator may, subject to paragraph 11.1 of this Procedure 9.2, publicly announce a decision of the Review Committee.

12. Procedure 1.6 applicable

12.1 Further Procedures on reviews are contained in Procedure 1.6.

P9.2 Sanctions

- 1.1 For the purposes of Market Rule 9.4(e), the maximum fine is the amount specified in the Fee Schedule.
- 1.2 The Market Operator must not publish a disciplinary sanction that has been imposed on a Participant unless:
 - (a) the period for requesting a review of the decision by Market Operator to impose the sanction has expired and the Participant has not requested a review; or
 - (b) the Review Committee has notified the Market Operator and the relevant Participant of its decision on the review of the sanction and the publication complies with any direction made by the Review Committee under paragraph 11.1 of Procedure 9.2.
- 1.3 For the purposes of Rule 9.4(i), there are currently no additional sanctions.

P9.3 Register of decisions

- 1.1 The Market Operator will keep a register of all decisions of the Review Committee. The register will, subject to paragraph 11.1 of Procedure 9.2, be made available for inspection.

10. GENERAL

P10.1 Privacy exchange of information

- 1.1 The Market Operator may be required by Applicable Law to conduct, commission or otherwise instigate background checks on a Participant or any of each's Employees. Each Participant authorises the Market Operator to comply with any such legal obligations and must assist the Market Operator if requested.
- 1.2 The Market Operator may in certain situations be legally required to exchange information in connection with a Participant and its business activity in connection with the Market or the Market Operator with:
- (a) Government Authorities;
 - (b) Approved Registries; or
 - (c) Approved Clearing Banks.

P10.2 Complaints

- 1.1 Any complaint by a Participant using the Transfer Service regarding an act or omission of the Market Operator in its provision of the Transfer Services only may be submitted as a complaint against the Market Operator or its Employees in accordance with this P14.2. All complaints must be submitted to the Market Operator by sending an email to Complaints@Xpansiv.com within three (3) Business Days of the incident or event that is the subject of the complaint occurring. Such email must include all relevant details of the complaint, including date, time, product and all other details relevant to the complaint. The Market Operator will review and consider any such complaints made in accordance with this P14.2 and will decide the appropriate action responsive to such complaint in its sole discretion. The decision of the Market Operator is final. Any dispute between Participants with respect to the Transfer Service must be conducted in compliance with Market Rule 7.5.

P10.3 Fees and charges

- 1.1 For the purposes of Market Rule 14.3, interest on any outstanding amounts will be payable at the rate of 10% per annum calculated on a daily basis until the monies are paid.
- 1.2 Within ten (10) Business Days after the end of each month, the Market Operator will provide each Participant with a monthly statement (and where applicable a quarterly tax invoice) specifying:
- (a) the amounts paid, and
 - (b) the outstanding amounts owed to Market Operator (including any separately identified amounts of interest payable on those outstanding amounts).

P10.4 Notifications

Notifications to Market Operator

- 1.1 Subject to paragraphs 1.2 and 1.3 of this Procedure, all notifications to the Market Operator by a Participant under the Market Rules should be addressed to the person holding the position specified in paragraph 1 of Part 2 of Annexure A.
- 1.2 The following exceptions to paragraph 1.1 apply:
- (a) the notice is in relation to a request for a review pursuant to Market Rules 7.2, 9.2(b) or 9.7;
 - (b) the notice is in respect of actual or contemplated disciplinary proceedings under the Market Rules;

- (c) the notice relates to a confidential matter, complaint or allegation of conflict of interest concerning the operation of the Market;
 - (d) specific correspondence with a Participant directs how notices are to be provided.
- 1.3 Notifications that fall within one of the exceptions specified in paragraph 1.2 should be addressed to the person holding the position specified in paragraph 2 of Part 2 of Annexure A.
- 1.4 Notice to the Market Operator by Participants may be given by one of the following methods:
- (a) delivering it personally to the relevant person specified in Part 2 of Annexure A or otherwise specified in relevant correspondence with the Participant;
 - (b) leaving it at or by sending it by courier or post to the address specified in Part 2 of Annexure A or otherwise specified in relevant correspondence with the Participant;
 - (c) submitting it via the Exchange (including the market-making trading platform for ACCUs), where applicable, unless otherwise directed by the Market Operator; or
 - (d) specific email by any method which identifies the relevant person specified in Part 2 of Annexure A, and a delivery receipt has been received.

Notifications to Participants

- 1.5 Notice by the Market Operator to:

a Participant must be addressed to "Attention: Participant's Designated Authorized Representative, [Name], [Participant]";

- 1.6 Notice by the Market Operator to a Participant may be given by:

- (a) delivering it to the Participant's Designated Authorized Representative personally;
- (b) leaving it at or by sending it by courier or post to the address of the Participant last notified to the Market Operator;
- (c) a circular or bulletin address to a class of Participants and delivered or communicated via the Exchange (including the market-making trading platform for ACCUs);
- (d) specific email by any method which identifies a person or person's title as addressee and a delivery receipt is received; or
- (e) broadcast email by any method which identifies the addressee and which, having regard to all the relevant circumstances at the time, is appropriate for the purposes for which the information was communicated.

Timing of receipt of Notice

- 1.7 The time of receipt of Notice is as follows:

- (a) post is taken to be given on the third Business Day after the document is put in the post, in a stamped envelope or other covering addressed to the recipient;
- (b) courier is taken to be given at the time of delivery to the relevant address;
- (c) email is taken to be given when a valid delivery receipt is received; and

(d) messages sent via the Exchange (including the market-making trading platform for ACCUs) are taken to have been received at the time when the Exchange (including the market-making trading platform for ACCUs) records the transmission.

1.8 For the purpose of Market Rule 3.1(d) and Market Rule 3.4, a notice given in accordance with this Procedure is received at the time determined by this Procedure.

Annexure A - General

Part 1 - Phases of the Market

Part 1.1- Phases of the Market - General

1. On each Business Day, the Market for Products specified in Schedules 2 and 3 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
8:30	Market Open
8:30 - 18:00	Normal Trading
18:00**	Market Close

* Note that all times are Eastern Time (the time in the State of New York).
 **16:00 and 16:00-17:00 respectively on the last Business Day of the week.

2. On each Business Day, the Market for Products specified in Schedules 4, 5, 6, 7, 15, 16, 17, 19, 20, 22 and 23 will be open 24 hours per day, 365 days per year.
3. On each Business Day, the Market for Products specified in Schedules 8 and 9 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
8:30	Market Open
10:00 - 16:00	Normal Trading
16:00	Market Close

* Note that all times are Eastern Time (the time in the State of New South Wales).

4. On each Business Day, the Market for Products specified in Schedule 10 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
8:30	Market Open
8:30 - 18:00	Normal Trading
18:00**	Market Close

* Note that all times are Eastern Time (the time in the State of New York).

5. On each Business Day, the Market for Products specified in Schedule 12 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase

8:30	Market Open
8.30 - 16:00	Normal Trading
16:00	Market Close

* Note that all times are Eastern Time (the time in the State of New York).

6. On each Business Day, the Market for Products specified in Schedule 13 Exhibit 13A-1, Exhibit 13A-2 and Exhibit 13A-3 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
10.00 - 11:00	Pre-Auction Phase
11.00 - 11:30	Auction Open
11.30	Auction Close
12.00	Auction Post-Close

* Note that all times are Eastern Time (the time in the State of New South Wales).

7. On each Business Day, the Market for Products specified in Schedule 13 Exhibit 13B is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
Before 15.30	Pre-Auction Phase
16.00 - 16.30	Auction Open
16.30	Auction Close
17.00	Auction Post-Close

* Note that all times are Eastern Time (the time in the State of New South Wales).

8. On each Business Day, the Market for Products specified in Schedule 14 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
8:30	Market Open
8:30 -16:00	Normal Trading
16:00	Market Close

* Note that all times are Eastern Time (the time in the State of New York).

9. Each Auction Open and Auction Close will be set forth in the applicable Auction Notice.

10. On each Business Day, the Market for Products specified in Schedule 21 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
10:00	Market Open
10:00 - 17:00	Normal Trading
17:00	Market Close

* Note that all times are Australian Eastern Standard Time (the time in the State of New South Wales).

11. On each Business Day, the Market for Products specified in Schedule 24 is comprised of the following phases:

Market - Trading Hours	
Time*	Phase
8:30	Market Open
8:30 - 16:00	Normal Trading
16:00	Market Close

* Note that all times are Eastern Time (the time in the State of New York).

Part 2 - Notification Particulars

1. Notifications under paragraph 1.1 of Procedure 13.7 where the Market Operator is:

a) CBL Markets (USA) LLC:

Manager - Market Operations
CBL Markets (USA) LLC
500 Fifth Ave, 55th Floor
New York, NY 10110
USA

Telephone: +1 833 972 6677
Email: operations@cblmarkets.com

b) CBL Markets (Australia) Pty Ltd:

Manager - Market Operations
CBL Markets (Australia) Pty Ltd
L13 16-20 Bridge Street
Sydney, NSW 2000
Australia

Telephone: +612 8090 3434
Email: operations@cblmarkets.com

2. Notifications under paragraph 1.3 of Procedure 13.7 where the Market Operator is:

a) CBL Markets (USA) LLC:

Manager - Market Compliance
CBL Markets (USA) LLC
500 Fifth Ave, 55th Floor
New York, NY 10110
USA

Telephone: +1 833 972 6677
Email: compliance@cblmarkets.com

b) CBL Markets (Australia) Pty Ltd:

Manager - Market Compliance
CBL Markets (Australia) Pty Ltd
L13 16-20 Bridge Street
Sydney, NSW 2000
Australia

Telephone: +612 8090 3434
Email: compliance@cblmarkets.com

Annexure B - Spot Products

11. SETTLEMENT

P11.1 Settlement arrangements

1. 1. Design of the Market

1.1 The interfaces between the Exchange (including the market-making trading platform for ACCUs), Approved Registries and Approved Clearing Banks enable the Market Operator to achieve same day settlement of Spot Product Transactions (not including Futures Transactions) through the payment versus delivery arrangements specified in this Procedure 6.1.

1.2 When onboarding with the Market Operator, Participants must open an appropriate bank account to accomplish the transfer of funds and appropriately authorize the Market Operator as the Participant's agent with respect to Products held in the Market Registry Account.

- (a) With respect to the establishment of an ANREU registry account, Participants agree that the Market Operator will hold all administrative rights on behalf of the Participant.
- (b) The bank accounts offered by the Market Operator via Approved Clearing Banks differ by which products a Participant seek to trade and/ or settle.
- (c) Please consult clientservice@cblmarkets.com with any onboarding questions.

1.3 At any time, a Participant may:

- (a) transfer Asset Units/ Financial Units from their Registry Account into their Market Registry Account; and
- (b) transfer funds from the their Bank Account into their Market Bank Account or Master Funding Account and make the corresponding adjustment to their Market Exchange Account.

When making a transfer under this paragraph 1.3 of Procedure 6.1, the Participant:

- (c) is guaranteeing to the Market Operator and other Participants that the transferring Participant holds full and unencumbered legal title to the Asset Units/ Financial Units or funds the subject of the transfer, the Asset Units/Financial Units are valid; and
- (d) indemnifies and holds the Market Operator and all other Participants harmless against any loss or damage suffered if the transferring Participant violates this guarantee.

1.4 At any time during the normal trading phase of the Market and in the one hour period following market close, a Participant may request the Market Operator to transfer:

- (a) Asset Units/ Financial Units from their Market Registry Account to their Registry Account; and
- (b) funds from their Market Bank Account or Master Funding Account, and make the corresponding adjustment to their Market Exchange Account, to their Bank Account.

1.5 Following receipt of a request from a Participant under paragraph 1.4 of Procedure 6.1, subject to paragraph 1.6 of Procedure 6.1 and provided that the Asset Units/ Financial Units or funds the subject of the request are not also the subject of the Participant's Orders or OTC Trade Confirmations, the Market Operator will process the requested transfer.

1.6 The Market Operator will not transfer:

- (a) Asset Units/ Financial Units out of the Participant's Market Registry Account; or

- (b) funds out of the Participant's Market Bank Account or Master Funding Account and make the corresponding adjustment to the Participant's Market Exchange Account;

except in accordance with:

- (c) the Participant's instructions generated through the Participant's use of the Market; and/ or
- (d) the Market Rules (and in particular Market Rules 5.4 and 5.5) and these Procedures.

provided always that Market Operator shall be under no obligation to transfer Asset Units/Financial Units or funds to an account that is in the name of a third party. a

1.7 All of the transfers described in this paragraph 1 of Procedure 6.1 will be reflected on the Market in the relevant:

- (a) Participant's Exchange Product Account for Asset Unit/ Financial Unit transfers; and
- (b) Participant's Market Bank Account or Participant's Market Exchange Account for funds transfers.

1.8 On the execution of each Transaction the Market Operator:

- (a) immediately updates the buying Participant's and selling Participant's:
 - (i) Participant's Exchange Product Account; and
 - (ii) Participant's Market Bank Account or Participant's Market Exchange Account; and
- (b) notifies both Participants that the above mentioned accounts have been updated.

1.9 On each Business Day:

- (a) the amount of funds the subject of each Transaction is settled in accordance with paragraph 2 of this Procedure 6.1 on a Transaction-by-Transaction basis; and
- (b) the number and type of Asset Units/ Financial Units associated with the Products the subject of each Transaction are settled in accordance with paragraph 3 of this Procedure 6.1 on a netted end of day basis.

2. Settlement of the amount of funds the subject of Transactions

2.1 If the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Market Operator (including the market-making trading platform for ACCUs) will transfer the amount of funds the subject of this executed Transaction as follows:

- (a) the transfer of the Total Transaction Consideration from the buying Participant's Market Bank Account to the Transition Account;
- (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) from the Transition Account to the selling Participant's Market Bank Account; and
- (c) the transfer of the Transaction Fees (and any applicable taxes) from the Transition Account to the Operations Bank Account.

2.2 For ACCU Orders, if the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Market Operator will transfer the amount of funds the subject of this executed Transaction as follows:

- (a) the transfer of the Total Transaction Consideration from the buying Participant's Market Exchange Account to the Master Funding Account;

- (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) to and for the benefit of the selling Participant's Market Exchange Account;
- (c) the transfer the Transaction Fees (and any applicable taxes) from the Master Funding Account to the Operations Bank Account.

3. Settlement of the number and type of Asset Units/ Financial Units associated with Products the subject of Transactions

- 3.1 After each market close, utilizing the Exchange's transaction log (including the market-making trading platform for ACCUs), the Market Operator will determine the netted end of day positions of each Participant for each type of Product;
- 3.2 For each type of Product, utilizing the netted end of day position of each Participant, the Market Operator will transfer the number and type of Asset Units associated with the Products the subject of the netted end of day positions:
 - (a) From the Participant's Market Registry Account of each net selling Participant to the Asset Unit/ Financial Unit Transition Account; and
 - (b) From the Asset Unit/ Financial Unit Transition Account to the Participant's Market Registry Account of each net buying Participant.
- 3.3 For ACCU Orders, the Market Operator will transfer the number and type of Financial Units associated with the ACCUs the subject of the Transaction from the Participant's Market Registry Account of each selling Participant to and for the benefit of its own account. The Exchange (including the market-making trading platform for ACCUs) will then then transfer the Financial Units from the Unit Transition Account to the Participant's Market Registry Account of each buying Participant.

4. Timing of Transfers

- 4.1 The instructions provided to each Participant's Designated Authorized Representative in accordance with Rules 2.4 and 2.5 contain further detail regarding when the transfers referred to in this Procedure 6.1 will be:
 - (a) reflected on the Exchange (including the market-making trading platform for ACCUs); and
 - (b) effected in the Participant's Market Bank Account, Participant's Market Exchange Account, Participant's Market Registry Account, Participant's Bank Account and Participant's Registry Account.

5. Cash Management; Committed Funds

- 5.1 The Market Operator will return funds to a Participant's Bank Account if and when such Participant's funds have not been:
 - (a) committed to a pending Spot or Futures Transaction settlement;
 - (b) committed to an upcoming OTC Trade; or
 - (c) committed to a reasonable active Bid(s).

Annexure C - Spot Products associated with the California Cap and Trade Program

12. SETTLEMENT

P12.1 Settlement arrangements

1. Design of the Market

1.1 The interfaces between the Exchange (including the market-making trading platform for ACCUs), Approved Registries and Approved Clearing Banks enable the Market Operator to achieve same day settlement of Transactions through the payment versus delivery arrangements specified in this Procedure 6.1.

1.2 When onboarding with the Market Operator, Participants must open an appropriate bank account to accomplish the transfer of funds and appropriately authorize the Market Operator as the Participant's agent with respect to funds held in the Participant's Registry Account. The bank accounts offered by the Market Operator via Approved Clearing Banks differ by which products a Participant seeks to trade and/ or settle and clear. Please consult legaldept@xpansiv.com with any onboarding questions.

1.3 A Participant may:

- (a) transfer Asset Units from their Registry Account into the Asset Unit Transition Account at any time from 0700hrs on the first Business Day of each week to 1200hrs (midday) on the last Business Day of each week; and
- (b) transfer funds from their Bank Account into their Market Bank Account at any time.

When making a transfer under this paragraph 1.3 of Procedure 6.1, the Participant:

- (c) is guaranteeing to the Market Operator and other Participants that the transferring Participant holds full and unencumbered legal title to the Asset Units or funds the subject of the transfer, the Asset Units/Financial Units are valid; and
- (d) indemnifies and holds the Market Operator and all other Participants harmless against any loss or damage suffered if the transferring Participant violates this guarantee.

1.4 At any time during the normal trading phase of the Market and in the one hour period following market close, a Participant may request the Market Operator to transfer:

- (a) Asset Units from the Asset Unit Transition Account to their Registry Account; and
- (b) funds from their Market Bank Account to their Bank Account.

1.5 Following receipt of a request from a Participant under paragraph 1.4 of Procedure 6.1, subject to paragraph 1.6 of Procedure 6.1 and provided that the Asset Units or funds the subject of the request are not also the subject of the Participant's Orders or OTC Trade Confirmation, the Market Operator will process the requested transfer.

1.6 The Market Operator will not transfer:

- (a) Asset Units out of the Asset Unit Transition Account; or
- (b) funds out of the Participant's Market Bank Account;

except in accordance with:

- (c) the Participant's instructions generated through the Participant's use of the Exchange (including the market-making trading platform for ACCUs); and/ or

- (d) the Market Rules (and in particular Rules 5.4 and 5.5) and these Procedures,
provided always that Market Operator shall be under no obligation to transfer Asset Units or funds to an account that is in the name of a third party.

1.7 Following market close on the last Business Day of each week (and, if required, during the evening prior to the first Business Day of each week), the Market Operator will transfer all Asset Units held in the Asset Unit Transition Account to each Participant's Registry Account based on the total number and type of Products shown in the Participant's Exchange Product Account. At the end of this process the balance of the Asset Unit Transition Account and the Participant's Exchange Product Account (in relation to Products the subject of this Annexure C) will be zero. This process is required in order to comply with Applicable Laws associated with the operation of the Asset Unit Transition Account.

1.8 All of the transfers described in this paragraph 1 of Procedure 6.1 will be reflected on the Exchange (including the market-making trading platform for ACCUs) in the relevant:

- (a) Participant's Exchange Product Account for Asset Unit transfers; and
- (b) Participant's Exchange Cash Account for funds transfers.

1.9 On the execution of each Transaction the Exchange (including the market-making trading platform for ACCUs):

- (a) Immediately updates the buying Participant's and selling Participant's:
 - (i) Participant's Exchange Product Account; and
 - (ii) Participant's Exchange Cash Account; and
- (b) notifies both Participants that the above mentioned accounts have been updated.

1.10 On each Business Day:

- (a) the amount of funds the subject of each Transaction is settled in accordance with paragraph 2 of this Procedure 6.1 on a Transaction-by-Transaction basis; and
- (b) the number and type of Asset Units associated with the Products the subject of each Transaction are settled in accordance with paragraph 3 of this Procedure 6.1 on a netted end of day basis.

2. Settlement of the amount of funds the subject of Transactions

2.1 If the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Exchange (including the market-making trading platform for ACCUs) will transfer the amount of funds the subject of this executed Transaction as follows:

- (a) the transfer of the Total Transaction Consideration from the Member Participant's Market Bank Account to the Cash Settlement Account;
- (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) from the Cash Settlement Account to the selling Participant's Market Bank Account; and
- (c) the transfer of the Transaction Fees (and any applicable taxes) from the Cash Settlement Account to the Operations Bank Account.

3. Settlement of the number and type of Asset Units associated with Products the subject of Transactions

3.1 After each market close, utilizing the Exchange's transaction log (including the market-making trading platform for ACCUs), the Market Operator will determine the netted end of day positions of each Participant for each Product;

-
- 3.2 For each Product, utilizing the netted end of day position of each Participant on the last Business Day of each week, the Market Operator will transfer the number and type of Asset Units associated with the Products the subject of the netted end of day position of each Participant on the last Business Day of each week from the Unit Transition Account to the Participant's Registry Account (but only where the netted end of day position is greater than the start of day position).
4. Timing of Transfers
- 4.1 The instructions provided to each Participant's Designated Authorized Representative in accordance with Market Rules 2.4 and 2.5 contain further detail regarding when the transfers referred to in this Procedure 6.1 will be:
- (a) reflected on the Exchange (including the market-making trading platform for ACCUs); and
 - (b) effected in the Participant's Market Bank Account, Participant's Registry Account, and Participant's Bank Account.
5. Cash Management; Committed Funds
- 5.1 The Market Operator will return funds to a Participant's Bank Account if and when such Participant's funds have not been:
- (a) committed to a pending Spot or Futures Transaction settlement;
 - (b) committed to an upcoming OTC Trade; or
 - (c) committed to a reasonable active Bid(s).

Annexure D – Trading of Products on ACE

13. SETTLEMENT

P13.1 ACE Settlement arrangements

1. 1. Design of the Market

1.1 The interfaces between the Exchange (including the market-making trading platform for ACCUs), Approved Registries, Approved Clearing Bank and ICH enable the Market Operator to achieve same day settlement of Spot Product Transactions (not including Futures Transactions) through the payment versus delivery arrangements specified in this Procedure 6.1.

1.2 When onboarding with the Market Operator, Participants must appropriately authorize the Market Operator as the Participant's agent with respect to Products held in their Market Registry Account and have the option to either open an appropriate bank account to accomplish the transfer of funds or use an ICH Account for settlement. Please consult clientservice@cblmarkets.com with any onboarding questions.

1.3 At any time, a Participant may:

- (a) transfer Asset Units from their into their Market Registry Account;
- (b) transfer funds from their Bank Account into their Market Bank Account; and/or
- (c) transfer funds from their Bank Account into the ICH Account at any time.

When making a transfer under this paragraph 1.3 of Procedure 6.1, the Participant:

- (d) is guaranteeing to the Market Operator and other Participants that the transferring Participant holds full and unencumbered legal title to the Asset Units or funds the subject of the transfer and the Asset Units are valid; and
- (e) indemnifies and holds the Market Operator and all other Participants harmless against any loss or damage suffered if the transferring Participant violates this guarantee.

1.4 At any time during the normal trading phase of the Market and in the one hour period following market close, a Participant may request the Market Operator to transfer:

- (a) Asset Units from the Participant's Market Registry Account to the Participant's Registry Account; and
- (b) funds from the Participant's Market Bank Account to the Participant's Bank Account.

1.5 Following receipt of a request from a Participant under paragraph 1.4 of Procedure 6.1, subject to paragraph 1.6 of Procedure 6.1 and provided that the Asset Units or funds the subject of the request are not also the subject of the Participant's Orders or OTC Trade Confirmations and the Participant holds full and unencumbered legal title to the Asset Units and the Asset Units are fully paid up, the Market Operator will process the requested transfer.

1.6 The Market Operator will not transfer:

- (a) Asset Units out of the Participant's Market Registry Account;
- (b) funds out of the Participant's Market Bank Account; and/or
- (c) issue an invoice to ICH, acting on behalf of the Participant;

except in accordance with:

- (d) the Participant's instructions generated through the Participant's use of the Market; and/ or
 - (e) the Market Rules (and in particular Market Rules 5.4 and 5.5) and these Procedures,
- provided always that Market Operator shall be under no obligation to transfer Asset Units/Financial Units or funds to an account that is in the name of a third party.

1.7 All of the transfers described in this paragraph 1 of Procedure 6.1 will be reflected on the Market in the relevant:

- (a) Participant's Exchange Product Account for Asset Unit transfers; and
- (b) Participant's Market Bank Account for funds transfers.

1.8 On the execution of each Transaction the Market Operator:

- (a) immediately updates the buying Participant's and selling Participant's:
 - (i) Participant's Exchange Product Account;
 - (ii) Participant's Market Bank Account; and/or
- (b) issues an invoice to ICH, acting on behalf of the buying Participant, for the amount of funds required to settle the Transaction (if applicable);
- (c) notifies both Participants that the above mentioned accounts have been updated.

1.9 On each Business Day:

- (a) the amount of funds the subject of each Transaction is settled in accordance with paragraph 2 of this Procedure 6.1 on a Transaction-by-Transaction basis; and
- (b) the number and type of Asset Units associated with the Products the subject of each Transaction are settled in accordance with paragraph 3 of this Procedure 6.1 on a netted end of day basis.

2. Settlement of the amount of funds the subject of Transactions

2.1 Where the buying Participant has elected to set up a Market Bank Account, if the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Exchange (including the market-making trading platform for ACCUs) will transfer the amount of funds the subject of this executed Transaction as follows:

- (a) the transfer of the Total Transaction Consideration from the buying Participant's Market Bank Account to the Transition Account;
- (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) from the Transition Account to the selling Participant's Market Bank Account; and
- (c) the transfer of the Transaction Fees (and any applicable taxes) from the Transition Account to the Operations Bank Account.

2.2 Where the buying Participant has elected to set up an ICH Account, if the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Exchange (including the market-making trading platform for ACCUs) will process the amount of funds the subject of this executed Transaction as follows:

- (a) issue an invoice to ICH, acting on behalf of the buying Participant, for the Total Transaction Consideration and the funds shall be paid by ICH to the Operations Bank Account;

- (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) from the Operations Bank Account to the selling Participant's Market Bank Account or to ICH Account (as applicable).
- 2.3 Where the buying Participant has elected to set up neither a Participant's Market Bank Account or an ICH Account, the Offer and Bid are Matched (or if the OTC Trade is Confirmed), the Exchange (including the market-making trading platform for ACCUs) will process the amount of funds the subject of this executed Transaction as follows:
- (a) issue an invoice to the Participant for the Total Transaction Consideration and the funds shall be paid by the Participant to the Operations Bank Account;
 - (b) the transfer of the Transaction Amount less the selling Participant's Transaction Fee (and any applicable taxes) from the Operations Bank Account to the selling Participant's Market Bank Account or to ICH Account (as applicable).
3. Settlement of the number and type of Asset Units associated with Products the subject of Transactions
- 3.1 After each Market close, utilizing the Exchange's transaction log (including the market-making trading platform for ACCUs), the Market Operator will determine the netted end of day positions of each Participant for each type of Product;
- 3.2 For each type of Product, utilizing the netted end of day position of each Participant, the Market Operator will transfer the number and type of Asset Units associated with the Products the subject of the netted end of day positions:
- (a) From the Participant's Market Registry Account of each net selling Participant to the Asset Unit/ Financial Unit Transition Account; and
 - (b) From the Asset Unit/ Financial Unit Transition Account to the Participant's Market Registry Account of each net buying Participant.
4. Timing of Transfers
- 4.1 The instructions provided to each Participant's Designated Authorized Representative in accordance with Rules 2.4 and 2.5 contain further detail regarding when the transfers referred to in this Procedure 6.1 will be:
- (a) reflected on the Exchange (including the market-making trading platform for ACCUs); and
 - (b) effected in the Participant's Market Bank Account, Participant's Market Exchange Account, Participant's Market Registry Account, ICH Account, Participant's Bank Account and Participant's Registry Account.
5. Cash Management; Committed Funds
- 5.1 The Market Operator will return funds to a Participant's Bank Account if and when such Participant's funds have not been:
- (a) committed to a pending Spot or Futures Transaction settlement;
 - (b) committed to an upcoming OTC Trade; or
 - (c) committed to a reasonable active Bid(s).

ANNEXURE D – Form of Auction Notice

**AUCTION NOTICE
CBL MARKETS
[TYPE OF AUCTION PROGRAM]**

On [DATE]
Issued on [DATE]

Auction Summary

This document, the Auction Notice for [THE PROGRAM] issued on [DATE] (Auction Notice), is the official notification for the [DATE], [AUCTION NAME] (Auction). The Auction will offer the environmental products listed in this Auction Notice. Auction Participants, both sellers and bidders, must comply with the Market Rules. The requirements listed in this Auction Notice will be considered a part of the continuing compliance obligations under Market Rule 3.1. In the event of any conflict between the terms of this Auction Notice and the Market Rules, the provisions of this Auction Notice shall control with respect to the Auction described herein.

Date and Time of Auction

The [AUCTION NAME] is scheduled to take place on [DATE] from [TIME] to [TIME]. The [AUCTION NAME] will be conducted at the date and time indicated above through the Market (Auction Platform). The Auction Platform can be accessed at [_____].

Products Offered for Sale

[DESCRIPTION OF PRODUCTS FOR SALE].

Auction Eligibility

All entities interested in participating in the Auction must become Auction Participants [30] calendar days prior to the Auction, unless granted an exemption by the Market Operator, and must be in compliance with the representations and warranties listed in Market Rule 2.2. In order to become an Auction Participant, an entity must apply to be a Member Participant in the Market. Participant Application Forms can be found on the Website. [Any additional eligibility requirements to be listed here.]

Auction Schedule

The table below presents the current schedule for activities associated with the [AUCTION NAME]. Any changes to the Auction Schedule will be communicated through an updated Auction Notice and in line with the notification procedures outlined in paragraphs 13.7 these Procedures.

Activities	Due Date	Time – Pacific Time (PT) / Eastern Time (ET)

Procedures for Conducting the Auction

[Each Auction will be conducted on the Market, where bidders can submit Bids in a single-round, sealed-bid auction format.]

Form and Manner for Submitting Bids

[Describe how Auction Participants place bids.]