# Operating Rules

CBL®

An Xpansiv® Market

## INTRODUCTION

CBL Markets (USA) LLC and CBL Markets (Australia) Pty Ltd (each, as applicable, the "**Market Operator**") jointly and severally operate a spot exchange platform through which Participants engage in Transactions involving specified types of Products (the "**Market**"). Where those Transactions involve Australian Carbon Credit Units ("**ACCUs**"), the Market Operator provides a market-making trading platform rather than a spot exchange.

These Market Operating Rules (each, a "**Market Rule**" and collectively, the "**Market Rules**") are the operating rules for the Market. In accordance with Applicable Law, these Market Rules are binding on the Market Operator and all Participants.

These Market Rules should be read in conjunction with the Procedures, the Standard Instruments Program, the Statement of Support and all Applicable Laws.

The Market Rules promote a fair, orderly and transparent market by defining how Participants can participate in the Market and submit OTC Trades for settlement, use the Transfer Service in the Market, use the Market Registry Services, how the Market Operator will operate the Market and how compliance with the Market Rules will be enforced.

The Market Rules address Transactions involving:

(1) Asset Units considered non-financial intangible commodities under Applicable Law, and

(2) in limited part, Financial Units considered financial products for the purposes of the Australian *Corporations Act 2001* (Cth), specifically ACCUs.

CBL Markets (Australia) Pty Ltd makes a market using a trading platform in Australia for the execution of Transactions involving ACCUs and holds an Australian Financial Services Licence No. 536825 to do so. Only those Participants who are classified as Wholesale Clients will be permitted by the Market Operator to place ACCU Orders, either on their own behalf or on behalf of a Wholesale Client (except for the sole purpose of retiring ACCUs). Participants are responsible for ensuring any clients they act on behalf of meet the definition of Wholesale Client, as defined in these Market Rules.

CBL Markets (USA) LLC provides the Transfer Service in relation to Futures Transactions involving Asset Units and Financial Units. Only those Australian Participants who are classified as Professional Investors will be permitted to use the Transfer Service.

## TABLE OF CONTENTS

1. INTERPRETATION AND APPLICATION OF THE MARKET RULES ..... 4
2. BECOMING A PARTICIPANT ..... 17
3. ONGOING COMPLIANCE OF PARTICIPANTS ..... 23
4. CEASING TO BE A PARTICIPANT ..... 26
5. TRADING ..... 28
6. SETTLEMENT ..... 34
7. FAIR AND ORDERLY MARKET ..... 37
8. MONITORING & INVESTIGATION ..... 39
9. DISCIPLINARY ACTIONS, SANCTIONS AND OTHER POWERS ..... 40
10. [RESERVED] ..... 42
11. INTELLECTUAL PROPERTY RIGHTS ..... 42
12. LIMITATION OF LIABILITY; NO WARRANTIES AND MIAX DISCLAIMER ..... 43
13. INDEMNIFICATION ..... 45
14. GENERAL ..... 46
15. MEMBER PARTICIPANT'S MARKET BANK ACCOUNT AND TRANSFEROR'S MARKET BANK ACCOUNT . 49

ANNEX 1 - PROGRAMS & STANDARDS ..... 51
ANNEX 2 - STATEMENT OF SUPPORT ..... 53

## 1. INTERPRETATION AND APPLICATION OF THE MARKET RULES

### 1.1 Definitions

In these Market Rules, and the associated Procedures, the following words have the following meanings:

| | |
|---|---|
| **Access Code** | means a unique username and password that enables a Designated Authorized Representative to access the Market. |
| **ACCU** | means an Australian Carbon Credit Unit within the meaning of the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth). |
| **ACCU Orders** | means an electronic message submitted to offer to sell or bid to buy a Product under Schedule 21. |
| **ACE** | means the Aviation Carbon Exchange, a centralized marketplace for CORSIA eligible Asset Units. |
| **AEMO** | means the Australian Energy Market Operator Limited (ABN 94 072 010 327). |
| **Anti-Money Laundering Laws** | means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2007* (Cth), and any other applicable local, state and federal anti-money laundering laws. |
| **Applicable Law** | means the local, state and federal laws applicable to the Market, the Market Operator or a Participant. |
| **Applicant** | means the entity seeking to be admitted to participate in the Market, utilize the Market Registry Services, participate in Auctions, utilize the Transfer Service, utilize a Screen, and/or utilize the OTC Portal. |
| **Approved Clearing Bank** | means an authorized deposit taking institution appointed by the Market Operator to provide a service that facilitates the secure and efficient money transfers associated with the settlement arrangements for funds the subject of Transactions executed in the Market for the benefit of Participants. A list of Approved Clearing Banks is specified in Item 2 of Schedule 1. |
| **Approved Registry** | means a registry of accounts for the acquisition, holding and transfer of Asset Units and/or Financial Units associated with a Product that facilitates the Asset Unit and/or Financial Unit transfers associated with the settlement arrangements for Asset Units and/or Financial Units associated with Products the subject of Transactions executed in the Market for the benefit of Participants. A list of Approved Registries is specified in Item 3 of Schedule 1. |
| **Approved Registry Activities** | means to deposit, encumber, deliver, transfer, settle, retire and/ or trade certain Asset Units and/or Financial Units registered and existing in a Linked Registry Account by and through the terms of use of the relevant Approved Registry and/ or the terms and conditions of the applicable Market Program & Standard. |
| **ASIC** | means the Australian Securities and Investments Commission. |
| **Asset Unit** | means a digital or other electronic unit of an intangible nonfinancial environmental commodity registered on an Approved Registry. |
| **Asset Unit Transfer** | means the transfer of Asset Units from a Participant's Market Registry Account and the concurrent transfer of a corresponding cash payment from another |

| | |
|---|---|
| | Participant's Market Bank Account in connection with a Futures Transaction via the Transfer Service. |
| **Asset Unit Transition Account** | means the account with the Approved Registry in the name of the Market Operator that is exclusively dedicated to facilitating the transfers of Asset Units associated with the settlement arrangements for Asset Units associated with Transactions executed in the Market or in relation to the Transfer Service. |
| **Auction** | means a periodic sale, procurement event or request of quote (RFQ) of a Product, conducted by Market Operator on the Market. |
| **Auction Close** | has the meaning specified Part 1 of Annexure A of the Procedures, or in the applicable Auction Notice, as applicable to the relevant Product. |
| **Auction Notice** | means the official Auction notice that will be published prior to each Auction, notifying Participants of the upcoming Asset Unit Auction. The Auction Notice may include the application period, eligibility requirements particular for a specific Auction, Auction Open and Auction Close, and other details related to each Auction. |
| **Auction Open** | has the meaning specified in Part 1 of Annexure A of the Procedures, or in the applicable Auction Notice, as applicable to the relevant Product. |
| **Auction Orders** | means an electronic message submitted to offer to sell or bid to buy a Product within an Auction program, which is submitted to the Market Operator for routing to the relevant selling Auction Participant. |
| **Auction Participant** | means an entity admitted and authorized by the Market Operator, as either bidder or seller, to participate in an Auction on the Market subject to these Market Rules, and whose admission has not been terminated or whose resignation has not taken effect. |
| **Auction Participant's Designated Authorized Representative** | means an Employee of an Auction Participant that has been authorized by the Member Participant to either:<br>(a) to the extent authorized in writing by the Auction Participant:<br>(i) submit Auctions Orders and confirm OTC Trades all in compliance with Auction Participant authorizations by Market Operator;<br>(ii) deposit funds into, and withdraw funds from, Market Bank Account; and/or<br>(iii) withdraw Asset Units or Financial Units from the Market Registry Account (where applicable),<br>on behalf of the Member Participant; or<br>(b) only view the Member Participant's activities in the Market or the OTC Portal. |
| **Auction Post-Close** | has the meaning specified in Part 1 of Annexure A of the Procedures, or in the applicable Auction Notice, as applicable to the relevant Product. |
| **Australian Corporations Law** | means the Australian Corporations Act 2001 (Cth) and all subordinate legislation issued under it. |

| | |
|---|---|
| **Australian Financial Services Licence** | means a licence to provide specified financial services issued in accordance with Australian Corporations Law. |
| **Bank Account** | means the account in a bank or other financial institution designated by the Participant for the transfer of funds to and from the relevant Member Participant's Market Bank Account. |
| **Bid** | means an electronic message submitted in the Market to buy a Product. |
| **Broker** | means the entity admitted to broker in the Market in accordance with these Market Rules and whose admission has not been terminated or whose resignation has not taken effect. |
| **Broker's Designated Authorized Representative** | means an Employee of a Broker that has been authorized by the Broker to submit OTC Trades, or as otherwise authorized by Market Operator, as the case may be in the Market on behalf of a Member Participant (or only view the Broker's activities in the Market or OTC Portal). |
| **Business Day** | Means any day on which commercial banks are open for general business in the jurisdiction specified in Item 7 of Schedule 1 other than:<br>(a) a Saturday or Sunday; and<br>(b) a day as notified by the Market Operator on the CBL website available at https://www.cblmarkets.net/. |
| **CME ClearPort** | means the OTC clearing service operated by CME Clearing Services. |
| **Compliance Committee** | means the committee established to perform particular compliance functions in accordance with these Market Rules and the Procedures. |
| **Confirmed** | means the matching of OTC Trade Confirmations in relation to an OTC Trade. |
| **CORSIA** | means the Carbon Offsetting and Reduction Scheme for International Aviation. |
| **Designated Futures Exchange** | means a designated contract market for the trading of Futures Products. |
| **Designated Authorized Representative** | means either a Member Participant's Designated Authorized Representative, an Auction Participant's Designated Authorized Representative, Transferor's Designated Authorized Representative or a Broker's Designated Authorized Representative. |
| **Dispute** | means a market-related dispute in relation to any of these Market Rules between Participants. |
| **DWGM** | means a 'Declared Wholesale Gas Market' operated by the AEMO. |
| **Employee** | means a director, employee, officer, agent, representative, consultant, adviser or contractor of a Participant or the Market Operator. |
| **Exchange** | means the electronic spot trading platform operated by the Market Operator allowing Participants to trade Products in the Market or to perform brokerage services in respect of those Products and/or report OTC Trades for settlement in |

| | |
|---|---|
| | the Market. Where the Products traded are ACCUs, the trading venue is a market-making trading platform, rather than a spot exchange. |
| **Exchange Cash Account** | means, where CBL Markets (Australia) Pty Ltd is the Market Operator, or in relation to the Transfer Service for Financial Units, the account on the Exchange (including the market-making trading platform for ACCUs) specifying the Participant's real-time cash position in the Market. |
| **Exchange Product Account** | means the account on the Exchange (including the market-making trading platform for ACCUs) specifying the Participant's real-time Product position in the Market. |
| **Fee Schedule** | Available at https://xpansiv.com/resources/ |
| **Financial Unit** | means a digital or other electronic unit of an ACCU being a type of financial product (as such term is defined in the Australian Corporations Law) registered on an Approved Registry. |
| **Financial Unit Transfer** | means the transfer of Financial Units from a Participant's Market Registry Account and the concurrent transfer of a corresponding cash payment from another Participant's Market Bank Account in connection with a Futures Transaction via the Transfer Service. |
| **Financial Unit Transition Account** | means the account with the Approved Registry in the name of the Market Operator (or CBL Markets (Australia) Pty Ltd in relation to the Transfer Service for Financial Units) that is exclusively dedicated to facilitating the transfers of Financial Units associated with the settlement arrangements for Financial Units associated with Transactions executed in the Market or in relation to the Transfer Service. |
| **Force Majeure Event** | means an event or circumstance that, acting reasonably, the Market Operator or a Participant could not have prevented and includes fire, flood, earthquake, epidemic, war, act of terror, cyber-attack, communications break-down and threat of or preparation for war or riot. |
| **Futures Broker** | means a Broker that is also registered as a futures commission merchant or introducing broker in accordance with Applicable Law. |
| **Futures Participant** | means a member of, or a customer of a member of, a Designated Futures Exchange. |
| **Futures Product** | means a Product that is listed for trading on a Designated Futures Exchange. |
| **Futures Market Rules** | means the market rules set forth in the rulebook of the applicable Designated Futures Exchange. |
| **Futures Transaction** | means the contract formed via a Designated Futures Exchange between Futures Participants resulting from the entry of a Futures Order routed to a Designated Futures Exchange. |
| **Gas Product** | means one of the Products specified in the Schedule referred to in Item 5 of Schedule 1 as a Gas Product. |

| | |
|---|---|
| **Government Authority** | means a federal, state or local authority, agency, regulator or other government or semi-government body or organization responsible for administering or enforcing Applicable Law. |
| **GTA** | means a gas transport agreement entered into between a bidding Participant and the selling Participant, being the Pipeline Operator. |
| **Guidance Note** | means a document (containing information regarding certain provisions of the Market Rules and the operation of the Market) issued to provide Participants with guidance in meeting their obligations under the Market Rules and Procedures. |
| **ICH** | means the International Air Transport Association's clearing house. |
| **ICH Account** | means an account established (in the name of and for the benefit of a Participant) with ICH that facilitates the receiving, holding and transferring of the Participant's funds and the money transfers associated with, amongst other things, the settlement arrangements for the amount of funds the subject of Transactions executed on ACE. |
| **Insolvency Proceedings** | means any corporate action, legal proceedings or other procedure or step is taken in relation to:<br>(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise);<br>(b) a composition, compromise, assignment for the benefit of creditors;<br>(c) the commencement of an involuntary insolvency case that is not dismissed within 15 days after its commencement; or<br>(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer; or<br>(e) any analogous procedure or step is taken in any jurisdiction. |
| **Insolvent** | means the relevant entity or person is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness. |
| **KYC** | means 'know your client' information as defined under the Anti-Money Laundering Laws. |
| **Linked Registry Account** | means one or more new or existing Approved Registry account(s) and subaccounts, including but not limited to the Participant's Market Registry Account dedicated for use by the Participant over which the Market Operator has been granted Market Registry Services authority. |
| **MAP** | means the 'minimum acceptable price'. |
| **Market** | means the market for specified types of Products operated by the Market Operator (including the market-making trading platform for ACCUs). |
| **Market Bank Account** | means, where CBL Markets (USA) LLC is the Market Operator (excluding the Transfer Service for Financial Units), the account established (in the name of and for the benefit of the Participant) with the Approved Clearing Bank that is exclusively dedicated to facilitating the receiving, holding and transferring of the |

| | |
|---|---|
| | Participant's funds and the money transfers associated with the settlement arrangements for the amount of funds the subject of Transactions executed in the Market. |
| **Market Infrastructure** | means Xpansiv Connect, the Exchange (including the market-making trading platform for ACCUs), information technology and software platform owned and operated by the Market Operator, and all other automated interfaces and infrastructure used by or on behalf of the Market Operator in performance of the Market Registry Services, including all computers, software, hardware, databases, electronic systems and networks, whether operated directly or through the use of third-party services. |
| **Market Operator** | means the entities specified in Item 4 of Schedule 1. |
| **Market Program(s) & Standard(s)** | means one of the Asset Unit or Financial Unit programs, initiatives and/ or environmental standards sponsored or administered by one or more applicable Approved Registry, as further identified in Annex 1 and incorporated into the Market Rules. |
| **Market Registry Account** | means the account or sub-account in an Approved Registry that the Participant has dedicated for use in connection with the Market by authorizing the Market Operator to transfer, settle or direct the retirement of Asset Units and Financial Units in, to and from this account in accordance with these Market Rules. |
| **Market Registry Services** | means Market Operator acting in one or more of the following capacities (as authorized by the Applicant/Participant):<br><br>(a) as agent of a Participant in its capacity as an active Participant on the Exchange (including the market-making trading platform for ACCUs), with authority to:<br><br>(i) access, link, interconnect, operate, administer, and maintain one or more Linked Registry Accounts and sub-accounts, in order to facilitate Participant's Approved Registry Activities including settlement of Products and transfer of Asset Units and Financial Units in compliance with the Market Rules; and<br><br>(ii) provide access to the Market Infrastructure, as applicable;<br><br>(b) as agent as described and authorized in subsection (a) plus, upon express additional written consent by an active Participant, the authority to open and/ or manage Linked Registry Accounts and sub-accounts on behalf of principal;<br><br>(c) as agent of a Participant in its capacity as an Xpansiv Connect customer, with authority to provide the Market Infrastructure to:<br><br>(i) access, open, link, interconnect, manage, administer and maintain one or more Linked Registry Accounts and sub-accounts in order to facilitate a Participant's physical settlement of Asset Units and Financial Units in compliance with the Transfer Service Procedures and other applicable Market Rules; and |

| | |
|---|---|
| | (ii) provide the Market Infrastructure including to open, access, link, interconnect, operate, administer, and maintain an Xpansiv Connect account on behalf of Participant. |
| **Market Rules** | means these Market rules set forth herein, as amended from time to time by the Market Operator. |
| **Master Funding Account** | means, where CBL Markets (Australia) Pty Ltd is the Market Operator or in relation to the Transfer Service for Financial Units, the cash account in the Approved Clearing Bank in the name of the Market Operator that is central to disbursement management services, and the account to which a Participant's Market Bank Account(s) will be linked. |
| **Matched** | means the electronic matching of Bids and Offers. |
| **Matched Principal Transaction** | means a Transaction where the Market Operator interposes itself between the buyer and the seller to the Transaction in such a way that it is never itself exposed to market risk throughout the execution of the Transaction, with both sides executed on an intraday basis and where the Market Operator makes no profit or loss other than the fees chargeable or otherwise chargeable under these Markets Rules. |
| **Member Participant** | means an entity admitted and authorized by the Market Operator to participate in the Market, including participating on the Exchange (including the market-making trading platform for ACCUs), the OTC Portal and/or use the Market Registry Services in accordance with these Market Rules and whose admission has not been terminated or whose resignation has not taken effect. |
| **Member Participant's Designated Authorized Representative** | means an Employee of a Member Participant that has been authorized by the Member Participant to either:<br>(a) to the extent authorized in writing by the Member Participant:<br>(i) submit Orders, access OTC Portal, submit OTC Trades, confirm OTC Trades, and execute Transactions in the Market, all in compliance with Member Participant authorizations by Market Operator;<br>(ii) deposit funds into, and withdraw funds from, the Member Participant's Market Bank Account; and/or<br>(iii) withdraw Asset Units or Financial Units from the Member Participant's Market Registry Account (where applicable),<br>on behalf of the Member Participant; or<br>(b) only view the Member Participant's activities in the Market or the OTC Portal. |
| **MIAX** | means the MIAX Futures Exchange, LLC. |
| **Offer** | means an electronic message submitted in the Market to sell a Product. |
| **Operations Bank Account** | means the account in a bank or other financial institution designated by the Market Operator for the transfer of funds in accordance with these Market Rules from each Participant's Market Bank Account or the Master Funding Account. |

| | |
|---|---|
| **Order** | means a Bid or an Offer, including an Auction Order, Screen Order and an ACCU Order. |
| **Order Book** | means the centralized record system on the Exchange (including the market-making trading platform for ACCUs) for recording all Orders. |
| **OTC Portal** | means the feature of the Exchange (including the market-making trading platform for ACCUs) enabling Participants to submit OTC Trades for settlement via the Market. |
| **OTC Trade** | means an electronic message submitted in the Market in relation to an over-the-counter spot or forward transaction settled and/ or reported on the Exchange (including the market-making trading platform for ACCUs) between Participants. |
| **OTC Trade Confirmation** | means an electronic message submitted in the Market to confirm the details of an OTC Trade. |
| **Panel** | means the panel of appropriately qualified persons referred to in paragraph 3.1 of Procedure 1.6. |
| **Parent** | means Xpansiv Limited. |
| **Participant** | means a Member Participant, Auction Participant, Screen Participant, a Broker and/or a Transferor, as applicable. |
| **Participant Identification Number** | means the unique identification number allocated by the Market Operator to each Participant. |
| **Pending Transaction** | means an OTC Trade submitted to the Exchange (including the market-making trading platform for ACCUs) that has not yet been Confirmed, amended or cancelled. |
| **Pipeline Operator** | means any operator of gas transportation and storage services which has become an Auction Participant. |
| **Pre-Auction Phase** | has the meaning specified in Item 5 and Item 6 of Part 1 of Annexure A of the Procedures as applicable to the relevant Product. |
| **Procedures** | means the written procedures issued by Market Operator under Market Rule 1.7, including the Fee Schedule. |
| **Product** | means one of the spot contracts specified in a Schedule referred to in Item 5 of Schedule 1. |
| **Professional Investor** | has the meaning given by section 9 of the Australian Corporations Law |
| **Redemption, Retirement or Cancellation** | means the permanent removal of an Asset Unit or Financial Unit in a registry from circulation to ensure that the claim of the associated environmental benefit cannot be traded or claimed again. |
| **Related Body Corporate** | has the same meaning as in Applicable Law. |
| **Registry Account** | means the Approved Registry account designated by the Participant for the transfer of Financial or Asset Units to and from the Participant's Market Registry Account. |

| | |
|---|---|
| **Review Committee** | means the committee established to review and decide on a particular matter in accordance with these Market Rules and the Procedures. |
| **Screen** | means a separate trading facility made available by the Market Operator (which it may provide in conjunction with third parties) under defined parameters, including, purpose, time and set of Products and subject to the terms and conditions of an applicable Screen Notice. A Screen constitutes a separate market. |
| **Screen Notice** | means the official notice published by the Market Operator for a Screen, setting out the terms of the participation in the Screen, including, without limitation, eligibility, Products, bidding mechanics, funding and settlement arrangements, timelines, and any applicable bespoke terms. |
| **Screen Participant** | means an entity admitted and authorized by the Market Operator to participate in a Screen, subject to these Market Rules and the applicable Screen Notice, and whose admission has not been terminated or whose resignation has not taken effect. |
| **Screen Participant's Designated Authorized Representative** | means an Employee of a Screen Participant that has been authorized by the Member Participant to either:<br>(a) to the extent authorized in writing by the Auction Participant:<br>(i) submit Screen Orders and confirm Screen Transactions all in compliance with Screen Participant authorizations by Market Operator;<br>(ii) deposit funds into, and withdraw funds from, an applicable bank account connected to the funding arrangements for a Screen; and/or;<br>(iii) withdraw Asset Units or Financial Units from a registry account connected to a Screen (where applicable);<br>on behalf of the Screen Participant. |
| **Screen Order** | Screen Order means an electronic message submitted within a Screen to offer to sell or bid to buy a Product pursuant to the relevant Screen Notice. |
| **Standard Instruments Program** or **SIP** | means the Standard Instruments Program rules and procedures implemented by the Market Operator to administer applicable standardized Products, as further described and identified in Annex 1 and incorporated into the Market Rules. |
| **Statement of Support** | means those affirmations made by the Parent to Participants regarding the applicable Market Operator's ability to meet its obligations under these Market Rules, as set forth in Annex 2. |
| **Suspension Event** | means any of the following events, as determined solely by Market Operator:<br>(a) a failure of an electronic interface between the Exchange (including the market-making trading platform for ACCUs) and an Approved Registry or an Approved Clearing Bank, CME ClearPort or a Designated Futures Exchange; and/ or<br>(b) an order of a Government Authority or other regulatory obligation under Applicable Law; and/or |

| | |
|---|---|
| | (c) a Force Majeure Event; and/ or<br><br>(d) a fraudulent or wrongful act or failure to act by a Participant which had (or could be reasonably expected to have) an effect or impact on the operation of the Exchange (including the market-making trading platform for ACCUs) or the Market; and/ or<br><br>(e) a decision by Market Operator to exercise its powers under these Market Rules to suspend:<br><br>(i) a Participant's access to the Market; or<br><br>(ii) trading in a specific type of Product; or<br><br>(iii) the operation of the Market. |
| **Total Transaction Consideration** | means the total amount payable by the buying Participant which comprises the Transaction Amount, the buying Participant's Transaction Fee and any applicable taxes. |
| **Transaction** | means the purchase and sale of a Product, or conclusion of a contract in respect of a Product, that takes place on or through the Exchange (including the market-making trading platform for ACCUs) or via the OTC Portal.<br><br>All Transactions are Matched Principal Transactions unless otherwise specified in the applicable Product Schedule. |
| **Transaction Amount** | means the amount calculated by: (i) multiplying the number of Asset Units/ Financial Units associated with the Products involved in the Transaction by the unit price for that Transaction; and (ii) adding any applicable taxes. |
| **Transaction Fee** | Means the fee specified in the Fee Schedule as payable by the buying Participant or the selling Participant in a Transaction. |
| **Transfer** | means a Financial Unit Transfer and Asset Unit Transfer. |
| **Transfer Service** | means the service provided by Market Operator that enables Member Participants and Transferors to take and make delivery of Asset Units and Financial Units in the Market in connection with authorized Futures Transactions, all in accordance and consistent with applicable Futures Market Rules. |
| **Transferor** | means an entity admitted and authorized by the Market Operator to participate in the Market to physically settle a Futures Transaction and whose admission has not been terminated or whose resignation has not taken effect. |
| **Transition Account** | means, where CBL Markets (USA) LLC is the Market Operator (excluding the Transfer Service for Financial Units), the account with the Approved Clearing Bank in the name of CBL Markets (USA) LLC that is exclusively dedicated to facilitating the transfers of monies associated with the settlement arrangements for funds associated with Transactions executed in the Market. |
| **Website** | http://xpansiv.com/cbl/ |
| **Wholesale Client** | means a wholesale client for the purposes of Chapter 7 of the Australian Corporations Law. |

| | |
|---|---|
| **Xpansiv Connect** | means the proprietary multi-registry portfolio management software maintained by Market Operator that provides web-based services that allows Participants to review, transfer and, where relevant, retire Asset Units in Linked Registry Accounts. |

### 1.2 Interpretation

In these Market Rules:

(a) Headings are for convenience only and do not affect interpretation;

(b) Words denoting the singular number shall include the plural, and vice versa;

(c) Words denoting any gender shall include all genders;

(d) A reference to a Market Rule includes all components of that Market Rule;

(e) A reference to currency is the currency specified in the exhibit(s) to applicable Product Schedule, unless otherwise indicated;

(f) A reference to time is a reference to the time in the jurisdiction specified in Item 7 of Schedule 1;

(g) Words and expressions used herein will, unless otherwise expressly defined in these Market Rules or the contrary intention appears, have the meaning provided by the Applicable Law;

(h) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it;

(i) An interpretation that promotes the purpose of a Market Rule (whether expressed in the Market Rules or not) is to be preferred to another interpretation;

(j) A Market Rule is not to be interpreted against the interests of Market Operator merely because Market Operator prepared these Market Rules or because Market Operator relies on a provision of these Market Rules to protect itself; and

(k) The relevant Market Rules, to be considered when considering an act or omission that may constitute a breach of the Market Rules, are those Market Rules that are in force at the relevant time of the act or omission.

### 1.3 Scope, application and effect of these Market Rules

(a) These Market Rules are the rules of the Market operated by Market Operator.

(b) These Market Rules incorporate by reference and should be read in conjunction with:

(i) the Procedures, including the Fee Schedule;

(ii) the Standard Instruments Program; and

(iii) the Applicable Law.

(c) These Market Rules have effect as a binding contract between Market Operator and each Participant under which:

(i) each Participant agrees to observe and to engage in the conduct required by the Market Rules; and

(ii) Market Operator agrees to observe and to engage in the conduct required by the Market Rules.

(d) These Market Rules should be read in conjunction with the Statement of Support.

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

(f) If there is any inconsistency between these Market Rules and the Standard Instruments Program, the terms of these Market Rules will prevail.

(g) If there is any inconsistency between these Market Rules and Applicable Law, the Applicable Law will prevail to the extent of the inconsistency.

**1.4 Changes to these Market Rules**

(a) The Market Operator reserves the right to supplement and amend these Market Rules and the Fee Schedule from time to time in accordance with the Procedures and, as applicable, the Standard Instruments Program, by providing prior notice to Participants. Each Participant agrees to be legally bound by the most recent version of the Market Rules, as amended, by logging into their account and accessing or using the Market following any notification of a change to the Market Rules by the Market Operator.

(b) Unless otherwise provided in this Market Rule 1, any new Rule or amendment or deletion will be effective from the date determined by Market Operator.

(c) The Market Operator will make all new versions of these Market Rules publicly available.

**1.5 Waiver of the Market Rules**

(a) The Market Operator may relieve a Participant from the obligation to comply with a provision of these Market Rules, either generally or in a particular case, category or specific Transaction, and either unconditionally or subject to such conditions as Market Operator thinks fit.

(b) If any conditions on a waiver are imposed, all of the conditions must be complied with for the waiver to be effective.

(c) A waiver is only valid for a period of one year unless otherwise stated in the waiver. A Participant must apply for a waiver to be reviewed and reinstated on an annual basis.

(d) The Market Operator may at its absolute discretion keep confidential any aspect of a waiver that has been granted or applied for.

(e) A Participant must keep confidential the conditions and existence of any waiver granted to the Participant.

(f) A Participant must notify the Market Operator of any breach of a waiver or a condition of a waiver.

(g) Failure to comply with the terms and conditions of a waiver will render the Participant liable to action for contravening the Rule to which the waiver applied and this Market Rule.

(h) No failure to exercise, nor delay in exercising on the part of the Market Operator, any right or remedy under the Market Rules will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Market Rules are cumulative and not exclusive of any rights or remedies provided by law.

**1.6 Reviews**

(a) A decision by the Market Operator or any delegate of the Market Operator under these Market Rules may only be reviewed:

(i) if the Market Rules or Applicable Law states that the decision may be reviewed; and

(ii) in accordance with these Market Rules and the Procedures.

(b) A review conducted by the Review Committee pursuant to these Market Rules must be conducted in accordance with these Market Rules and the Procedures.

(c) A Participant can only request a review by:

(i) notifying the Market Operator in accordance with these Market Rules and Procedures; and

(ii) providing the Market Operator with the information/ details of the decision under review as outlined in the Procedures.

(d) A Participant must comply with any procedural direction given by the Review Committee.

(e) The Review Committee may dismiss a request for a review on the basis that the Participant has failed to comply with a direction given by the Review Committee.

**1.7 Procedures and Guidance Notes**

(a) The Market Operator may approve written procedures relating to the operation of these Market Rules, the Market and the conduct of Participants ("**Procedures**").

(b) The Market Operator may amend the Procedures and create new Procedures, at any time by providing prior notice to Participants.

(c) The Procedures do not form part of the Market Rules except where a Market Rule requires compliance with the Procedures in which case failure to comply with the Procedures is a breach of that Rule.

(d) From time to time, the Market Operator may issue Guidance Notes to Participants and other stakeholders in connection with these Market Rules, the Procedures and the operation of the Market.

(e) The Guidance Notes do not form part of the Market Rules.

**1.8 Governing Law and Jurisdiction**

(a) These Market Rules will be interpreted in accordance with and governed by the laws in force in the jurisdiction specified in Item 7 of Schedule 1.

(b) The Market Operator, each Participant and each Designated Authorized Representative irrevocably and unconditionally submit to and accept the exclusive jurisdiction of any of the courts of the jurisdiction specified in Item 7 of Schedule 1 and irrevocably and unconditionally waive any immunity from, or any objection to, any action in the courts exercising any jurisdiction in the jurisdiction specified in Item 7 of Schedule 1.

## 2. BECOMING A PARTICIPANT

### 2.1 Steps to becoming a Participant

To be admitted as a Participant, an Applicant must:

(a) submit to the Market Operator an accurately completed and signed application form together with copies of documents required to be submitted with the application form;

(b) grant the Market Operator all agency or other authorities that the Market Operator, in its sole and absolute discretion, deems necessary to administer Transactions in accordance with the Market Rules;

(c) upon request, provide the Market Operator with any other additional information requested by the Market Operator in connection with the application or participation in the Market; and

(d) satisfy the eligibility requirements specified in Rule 2.3;

(e) grant the Market Operator access to, and grant the Market Operator express designated agency authorities detailed in Market Rule 2.4(g) below to interface with Approved Registries on the Applicant's behalf related to Asset Unit and Financial Unit settlement and transfers and other Approved Registry Activities.

(f) administer and maintain Market Registry Services for one or more Linked Registry Accounts, both in accordance with all applicable Market Rules and Approved Registry rules and terms of use.

### 2.2 Representations and warranties

All Participants (as applicable) represent and warrant that:

(a) The Participant:

(i) is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation and has corporate power necessary to carry on its business;

(ii) has full authority to commit to and adhere to the Market Rules and to consummate the Transactions;

(iii) confirms that the Market Rules are not in conflict with its charter or by-laws or with any other agreement to which the Participant is a party or by which it may be bound;

(b) The Participant has been, and is in compliance with, all Applicable Laws;

(c) The Participant holds all right, title and other property interests in any amount of Asset Units and Financial Units offered for sale on the Exchange (including the market-making trading platform for ACCUs), in OTC Trades, or as part of an Auction or participating in a Screen, by such Participant free and clear of any liens or other claims subject to the terms of the Applicable Registry; and any such Asset Unit and/or Financial Unit offered for sale is valid under and subject to the terms of the Applicable Registry;

(d) The Participant's services, products, materials, data and information used by the Participant in connection with the Market Rules as well as the Participant's and its Designated Authorized

Representatives', permitted customers and any other user's use of Market Registry Services and deliverables does not and will not operate in any manner that would violate any Applicable Law;

(e) For Participants who place ACCU Orders, the Participant is a Wholesale Client or, in the event the Participant is placing ACCU Orders on behalf of clients, their clients are also Wholesale Clients (other than in the case where the Participant is placing and ACCU Orders on behalf of clients for the sole purpose of retiring such ACCUs);

(f) For Participants who use, or intend to use, the Transfer Service in relation to Futures Transactions involving Financial Units, the Participant is a Professional Investor;

(g) Participants using the Transfer Service are in compliance with all Applicable Laws and Futures Market Rules;

(h) The Participant is a producer of, processor of, broker of, commercial or charitable user of, or a merchant handling, the Product, and acknowledge that Transactions will be physically settled;

(i) Participants have performed their own due diligence to assess the risks associated with a Transaction and understand that any Asset Unit or Financial Unit are subject to applicable rules, procedures and standards of the Approved Registry; and

(j) The Participant has not been adjudicated a bankrupt or filed for protection from creditors for the five (5) years preceding the date upon which the Market Rules became effective with respect to the Participant.

### 2.3 Eligibility requirements

To be eligible for admission as a Participant, an Applicant must:

(a) if the Applicant is applying to be a Participant, be an account holder of (i) a Registry Account unless otherwise indicated in the applicable Product Schedule or applicable Screen Notice or Auction Notice and (ii) Xpansiv Connect, both of which must be in good standing;

(b) be the account holder of an account in a bank or other financial institution that, if the Applicant is admitted:

(i) as a Member Participant, will be the Member Participant's Bank Account;

(ii) as a Broker, will be the Broker's Bank Account; or

(iii) as a Transferor, will be the Transferor's Bank Account; or

(iv) as a Screen Participant, will be a bank account meeting the requirements of an applicable Screen Notice.

(c) satisfy to the Market Operator that each director, the Designated Authorized Representative(s) and any other Employee who will be involved in the Applicant's participation in the Market is a fit and proper person, is of good fame and character and has the required levels of knowledge, experience and competency;

(d) satisfy the Market Operator that the Applicant has the necessary organizational competencies, technical resources and security arrangements to monitor its Employees to ensure compliance with the Market Rules, including:

(i) internal systems to record and supervise all trading activities conducted by the Participant in connection with the Market;

(ii) internal processes and escalation procedures to immediately report to the Market Operator a suspected or actual breach of the Market Rules or error in the Market; and

(iii) organizational capabilities to monitor the conduct of its Designated Authorized Representatives and other Employees and any communications with other Participants, the Market Operator and Approved Registries;

(e) satisfy the Market Operator that the Applicant meets the additional eligibility criteria (if any) specified in Item 8 of Schedule 1;

(f) satisfy the Market Operator that it is of good reputation and business integrity;

(g) satisfy the Market Operator that it maintains adequate financial resources;

(h) satisfy the Market Operator that the Applicant meets any other criteria that the Market Operator may require from a Participant;

(i) with respect to Member Participants and Transferors, provide the Market Operator and Approved Clearing Bank all the information needed to open a Market Bank Account and have such an account open at the Approved Clearing Bank; and

(j) with respect to Screen Participants, a Screen Participant meets all eligibility requirements specified in an applicable Screen Notice.

**2.4 Market Registry Services**

In order to enable the Market Operator to operate the Market and provide the Transfer Service and Market Registry Services each Participant (where applicable) hereby:

(a) designates the Market Operator as its agent and attorney-in-fact:

(i) to administer applicable Market Registry Services for one or more Linked Registry Accounts on its behalf and to disclose and/or share this agent designation with the Approved Registries, and

(ii) in connection with performance and use of the Market Registry Services, to conduct Approved Registry Activities as directed;

(b) will take all reasonable steps necessary to formally notify, declare and authorize the applicable Approved Registry to follow the instruction(s) of the Market Operator in every respect concerning its Linked Registry Account(s) in accordance with the applicable rules or requirements of the Approved Registries, and to ensure that the Market Operator has been declared or otherwise approved as being designated as the Participant agent and representative authorized to act on the Participant's behalf in the same manner and with the same force and effect as the Participant might or could do with respect to the applicable services as well as with respect to all other things necessary or that would be incidental to the furtherance of conduct of such Market Registry Services;

(c) agrees to open, or upon express written request authorizes the Market Operator to open on behalf of the Participant, one or more separate Approved Registry account(s) and/ or subaccounts, and where necessary designate them as Linked Registry Accounts, exclusively for warehousing, transferring or trading Asset Units and/or Financial Units as defined in, and in accordance with the Market Rules, which accounts shall designate the Market Operator as the account administrator as part of Market Registry Services;

(d) ratifies and confirms any and all Asset Unit and Financial Unit transfers, transactions, Retirements, Redemptions or Cancellations made by the Market Operator for the Participant's Linked Registry Account(s) or subaccounts, which ratification and confirmation is in addition to any rights which the Approved Registry may have under any other rules, requirements, agreements or agreements between the Participant and the Approved Registry. For the

avoidance of doubt, such ratification and confirmation of Asset Unit and Financial Unit transfers, transactions or Retirements, Redemptions or Cancellations by the Market Operator on the Participant's behalf shall not transfer ownership or property interest in any Asset Units, Financial Units or Linked Registry Account owned and controlled by the Participant to the Market Operator;

(e) designates the Market Operator to provide or cause to be provided the Market Registry Services, including providing the Participant's Designated Authorized Representatives with access to and use of the Market Infrastructure across the Linked Registry Accounts as part of the Market Infrastructure Services, such that the Market Operator is authorized, with all express and implied authority, to take actions with respect to the Participant's Asset Units, Financial Units or Approved Registry accounts:

(i) as and when instructed to do so by the Participant's Designated Authorized Representatives as part of accessing, using and/ or engaging in the Market;

(ii) as and when required by the applicable Market Rules, and

(iii) as and when required by Applicable Law, court order, or Insolvency Proceedings;

(f) acknowledges and agrees that:

(i) the Market Operator may monitor and record a Participant's use of the Market Registry Services and any communications between the Market Operator and a Participant, and that the Market Operator may use the resulting information for internal purposes or as may be required by any Applicable Law; and

(ii) Transaction or other information generated by a Participant's use of the Market Infrastructure may be anonymized and aggregated with other market data or other information and distributed by the Market Operator in accordance with the Market Rules, provided no personal data is disclosed or used;

(g) with respect to each Linked Registry Account, agrees and acknowledges that the Market Operator has been authorized as agent to administer the Linked Registry Account(s) on the Participant's behalf, and the Market Operator is and will be authorized to provide (as may be required from time-to-time) any requested documentation, including but not limited to a form of agency authorization, as and if necessary for the Market Operator to demonstrate or provide evidence needed to access and administer such Linked Registry Account(s) on the Participant's behalf;

(h) except as the Market Operator may otherwise explicitly provide, agrees:

(i) to use the Market Registry Services as its sole and exclusive method for initiating or otherwise conducting any Approved Registry Activities related to the Linked Registry Accounts, including transfers or Retirements, Redemptions or Cancellations of Asset Units and/or Financial Units held or transferred into or out of the Linked Registry Accounts and

(ii) that it will not and cannot hold the Market Operator responsible for Transactions initiated by any interface, software or method other than through the Participant's use of the Market Infrastructure;

(i) if requested by the Market Operator, shall affirmatively disable some or all of its direct access rights in accordance with the Market Operator's instructions or other guidance for particular Approved Registries or Approved Registry Activities;

(j) acknowledges that in the event that a Participant performs one or more transfers or Retirements, Redemptions or Cancellations directly in a Linked Registry Account, whether with the Market Operator's knowledge or otherwise,

(i) the Market Operator may not be able to properly reconcile the timing or accuracy of Market Registry Services, and Linked Registry Accounts may not accurately reflect a Participant's holdings in such Linked Registry Accounts, and

(ii) the Participant shall provide the Market Operator written notice of any such transaction as promptly as possible;

(k) assumes full financial responsibility with respect to all Transactions and agrees and acknowledges that the performance of Market Registry Services is based on Participant's commercial or investment decisions;

(l) acknowledges that the Market Operator does not provide tax, accounting or legal advice and that a Participant and Participant's advisers are responsible for these matters;

(m) shall provide the Market Operator with all reasonable assistance, information and materials so that the Market Operator can effectively provide the Market Registry Services;

(n) shall excuse the Market Operator from performing the Market Registry Services or delivering the deliverables to the extent that Participant delays providing the Market Operator with such requested assistance, information or materials;

(o) accepts responsibility for all acts and omissions relating to the use of the Market Registry Services by any person who uses the access code provided by the Market Operator to a Participant for access to the Market Registry Services;

(p) shall not and shall use its best efforts to ensure that its Designated Authorized Representatives will not share their access code with others, and will notify the Market Operator immediately if it knows or suspects that the confidentiality or security of such credentials has been compromised;

(q) in connection with its use of the Market Registry Services,

(i) shall not take any action or enter into any Transactions that are without a legitimate business purpose and that are intended to or foreseeably could manipulate market prices, market conditions, Market Rules or any service, including but not limited to, actions or Transactions in the Participant's own name or through intermediaries established or used for that purpose;

(ii) acknowledges that in the event of any breach, or reasonably anticipated breach, of the foregoing obligations, in addition to any other remedies available at law or in equity, the Market Operator will have the right to immediately, in the Market Operator's sole discretion, suspend any related Market Registry Services if deemed reasonably necessary by the Market Operator to prevent any harm to the Market Operator or its business;

(r) shall agree that the Market Operator shall not assume any responsibility whatsoever, nor have any liability in respect of, a Participant's regulatory compliance obligations that may be related or associated with a Participant's operations or business or use of the Market Registry Services and that a Participant shall retain all such responsibility and liability;

(s) unless otherwise provided under the Market Rules, and with the exception of web browser software, Xpansiv Connect API(s) and other applications specifically approved by the Market Operator in writing, agrees not to use (or allow another person to use) the Market Infrastructure

or any software, program, application or other device (including, without limitation, "screenscraper", data mining, web scraping and automated data extraction software), directly or indirectly, to access or obtain personal data, market data or confidential information through the services or to automate the process of accessing or obtaining such information;

(t) shall not permit Designated Authorized Representatives to assign or transfer its access or any rights therein to any other party, including to an employee or agent of a Participant;

(u) agrees the initial list of Designated Authorized Representatives is set forth in a notice, sent in writing to the Market Operator prior to providing access to such Designated Authorized Representatives to the Market and/or OTC Portal, and agrees to maintain and promptly provide to the Market Operator any updates to its list of Designated Authorized Representatives;

(v) shall, and shall use its best efforts to ensure that its Designated Authorized Representatives shall, protect the confidentiality of all Access Codes and, in the event that a Designated Authorized Representative becomes aware that the security of such party's Access Code(s) has been breached, the Participant shall immediately notify the Market Operator to de-activate and replace such Access Code(s);

(w) may not, and may not permit any Designated Authorized Representatives or third-party to:

(i) use, evaluate or view the Market Registry Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Market Registry Services; or

(ii) remove, obscure, or alter any copyright notice, trademark, logos and trade names, or other proprietary rights notices affixed to, or contained within the Market Registry Services; and

(x) represents, warrants and covenants that all Asset Units and Financial Units held in any Linked Registry Account will be held in the manner with all the legal and equitable rights and subject to all the obligations and conditions that the form of ownership imposes; and no party has an interest in a Participant's Linked Registry Accounts except the Participant or its affiliates or parties specifically disclosed to and approved by the Market Operator in writing.

**2.5 Application Assessment**

(a) The Market Operator will review and assess each application and the eligibility of each Applicant.

(b) In the event that the Market Operator refuses to approve an application, the Market Operator will notify the Applicant of this refusal.

(c) In the event that the Market Operator approves an application, the Market Operator will notify the Applicant of such approval and, within such notice, specify any conditions imposed on the admission (or continued admission) of the Applicant which the Market Operator considers appropriate, in its sole and absolute discretion.

(d) Market Operator may, acting in its sole discretion, vary the eligibility requirements referred to in Market Rule 2.3 for an Applicant who was previously a Participant.

**2.6 Commencement of participation**

(a) The Applicant will be admitted as a Participant and commence participation in the Market when the Market Operator notifies the Applicant of confirmation of:

(i) satisfaction of the eligibility criteria referred to in Market Rule 2.3; and

(ii) compliance by the Applicant with any conditions imposed on the admission of the Applicant; and

(iii) where applicable under Market Rule 3.1(n), receipt of payment of the invoiced amount.

(b) Following admission as a Participant, the Market Operator will provide:

(i) the Participant with details of the Participant Identification Number; and

(ii) each Designated Authorized Representative with an activated Access Code, together with instructions for participating in the Market.

### 2.7 Designated Authorized Representatives

(a) A Participant may apply to the Market Operator to have Employees approved as Designated Authorized Representatives.

(b) The Market Operator will review and assess each application for a Designated Authorized Representative and determine whether the Participant has satisfied the Market Operator that the nominated Designated Authorized Representative is a fit and proper person, is of good fame and character and has the requisite levels of knowledge, experience and competency.

(c) An Employee will be approved as a Designated Authorized Representative when the Market Operator notifies the Designated Authorized Representative of confirmation of compliance by the nominated Employee (or the Participant) with any requirements made by the Market Operator to provide further information or records.

(d) Following an approval of an Employee as a Designated Authorized Representative, the Market Operator will provide the new Designated Authorized Representative with an activated Access Code, together with instructions for participating in the Market, which Access Code shall be used solely by such Employee.

(e) The Market Operator may review one or more applications for a Designated Authorized Representative concurrently with an Applicant's application to become a Participant made under Market Rule 2.1.

(f) Each Designated Authorized Representative hereby agrees to abide by the Market Rules, the Procedures, the Standard Instruments Program, Applicable Law and any notices, technical specifications, directions, decisions, requirements and conditions issued by the Market Operator.

## 3. ONGOING COMPLIANCE OF PARTICIPANTS

### 3.1 Continuing obligations

(a) Each Participant is responsible for establishing, maintaining and administering reasonable supervisory procedures to ensure that its Designated Authorized Representatives comply with the Market Rules, the Procedures, the Standard Instruments Program, Applicable Law and any notices, guidance, technical specifications, directions, decisions, requirements and conditions issued by the Market Operator.

(b) Each Participant must ensure that it, and its Designated Authorized Representatives, at all times comply with the Market Rules, the Procedures, the Standard Instruments Program, Applicable Law and any notices, technical specifications, directions, decisions, requirements and conditions issued by the Market Operator.

(c) Without limiting Rule 3.1(a) each Participant must at all times continue to satisfy all requirements under Rules 2.1 and 2.3, as applicable.

(d) Each Participant must immediately notify the Market Operator of details of changes:

(i) to the information provided in and with the application form under Market Rule 2.1;

(ii) to an Employee, or the authority of an Employee, performing the role of Designated Authorized Representative; or

(iii) that may affect the Participant's ability to comply with this Market Rule 3 including any investigations or alleged breaches of Applicable Laws.

(e) Each Participant must, in relation to its activities as a Participant at all times comply with all Applicable Laws and act in a manner which maintains a fair, orderly and transparent market.

(f) Each Participant must ensure that the information it submits or otherwise provides to the Market Operator is not false or misleading.

(g) Each Participant must ensure that each of its Designated Authorized Representatives is sufficiently trained and has adequate experience, knowledge and competency.

(h) Each Participant must ensure that transfers of funds into its Market Bank Account or Market Exchange Account and transfer of Asset Units or Financial Units into its Market Registry Account are from a Registry Account or Bank Account in the name of the Participant. If transfers are made from a third-party registry or bank account, Market Operator reserves the right to reject the transfer and/or return the funds, Asset Units or Financial Units, as applicable, to such account.

(i) Each Participant must ensure that neither it, nor any of its Designated Authorized Representatives, transfer, lose or misuse the Participant Identification Number or Designated Authorized Representative's Access Code, and must ensure that each Access Code is kept confidential and only used by the specific individual to whom it is allocated. In addition to any possible Rule violation, a Participant will be liable for any loss or damage suffered by the Market Operator, the Market and any other Participant for a violation or attempted violation of this Market Rule.

(j) Each Participant must at all times have and maintain the necessary policies, organizational competencies, technical resources and security arrangements to monitor its Employees to ensure compliance with the Market Rules, including internal systems to record and supervise all:

(i) trading activities conducted by the Participant in connection with the Market;

(ii) broking activities conducted by the Broker in connection with the Market;

(iii) reporting of the price and quantity of applicable Asset Unit(s) and/or Financial Unit(s) that are the subject of, or related to, OTC Trades by the Participant through the OTC Portal;

(iv) Asset Units Transfers and payments made by the Participant via the Transfer Service;

(v) Auction Orders and Bids made by the Auction Participant or Broker during an Auction;

(vi) Screen Orders and participation in a relevant Screen;

(vii) internal processes and escalation procedures to immediately report to the Market Operator a suspected or actual breach of the Market Rules or error in the Market; and

(viii) organizational capabilities to monitor the conduct of its Designated Authorized Representatives and other Employees and any communications with other Participants, Market Operator, Approved Clearing Banks and Approved Registries; and

(ix) use of the Market Registry Services.

(k) Each Participant must at all times have one or more persons, identified to the Market Operator, who are competent to advise the Participant on the application of these Market Rules.

(l) Each Participant must at all times observe high standards of integrity, market conduct, commercial honour, fair dealing, and just and equitable principles of trade while conducting or attempting to conduct any activity on the Market.

(m) Each Participant must not:

(i) misuse or attempt to misuse the Market, Exchange (including the market-making trading platform for ACCUs) or Market Registry Services;

(ii) use or attempt to use the Market, Exchange (including the market-making trading platform for ACCUs) or Market Registry Services for any fraudulent or wrongful purpose;

(iii) place Orders in the same Product where the person knows or reasonably should know that the purpose of the Order is to avoid taking a bona fide market position exposed to market risk (i.e. a "wash trade");

(iv) enter or cause to be entered an Order that is not in good faith and for legitimate purposes;

(v) enter or cause to be entered an Order with the intent, at the time of the Order entry, to cancel the Order before execution or to modify the Order to avoid execution;

(vi) knowingly take, directly or indirectly, the opposite side of a customer's Order for their own account, an account in which the Participant has a direct or indirect financial interest, or another customer;

(vii) withhold or withdraw any customer Order, or any part of an Order, for the benefit of any person other than the customer;

(viii) place an Offer where Seller Participant is aware that the Asset Unit or Financial Unit has been invalidated;

(ix) misappropriate any material non-public information from employees or customers; or

(x) engage or attempt to engage in any manipulative or disruptive market practice on the Market or Exchange (including the market-making trading platform for ACCUs).

(n) Where an applicable fee under this Market Rule is specified in the Procedures or Fee Schedule, the Market Operator will invoice the Participant for payment of the applicable fee (plus any applicable taxes) which the Participant must pay in advance of the date specified in the invoice.

(o) In the case of Auction, each Auction Participant must submit non-fictitious Auction Order Bids that represent a bona fide offer for purchase. Auction Participants must also have the ability to accept delivery of the items provided for in the Auction Order by having a Market Registry Account, and the Auction Participant has authorized Market Operator to administer such Market Registry Account as agent on Auction Participant’s behalf.

### 3.2 Recordkeeping

(a) The Market Operator reserves the right to make and keep (or cause to be kept), for a period of up to seven (7) years, records of information required to be kept under the Applicable Law, including without limitation records of order information and executed trades.

(b) Each Participant must make and keep (or cause to be kept), for a period of up to seven (7) years, complete and accurate books and records required to be kept under the Market Rules, the

Procedures, the Standard Instruments Program and Applicable Law in relation to its participation in the Market.

(c) Each Participant must comply with record-keeping requirements in accordance with the Market Rules, the Procedures, the Standard Instruments Program and Applicable Law and produce these records in legible form for inspection by the Market Operator on demand.

### 3.3 Responsible for actions of Designated Authorized Representatives and employees

Each Participant is responsible, jointly and severally, for the acts and omissions of its Designated Authorized Representatives and any other Employee in relation to its conduct as a Participant.

### 3.4 Notification

Each Participant must inform the Market Operator immediately if:

(a) it becomes Insolvent or subject to Insolvency Proceedings;

(b) any event occurs that may make a material adverse change to the financial position or resources of the Participant;

(c) an Access Code is transferred, lost, misused, used by a Designated Authorized Representative other than the Designated Authorized Representative to whom the Access Code has been assigned, or is otherwise compromised, or the relevant Authorized Representative is no longer authorized by its Participant and such Access Code should be deactivated or reassigned;

(d) any legal, regulatory or disciplinary action is taken (or anticipated) that could reasonably be expected by the Market Operator to impact on the Participant's ability to comply with its obligations as a Participant (whether under these Market Rules or otherwise);

(e) its Asset Units/ Financial Units offered for sale on the Market become invalid;

(f) its overseas activities may have a material adverse impact on its ability to meet its obligations under these Market Rules; or

(g) it becomes aware that it, or one or more of its Designated Authorized Representatives or Employees, is about to violate or has violated (or has attempted to violate) any provision of:

(i) the Market Rules; or

(ii) the Procedures; or

(iii) the Standard Instruments Program; or

(iv) an Applicable Law.

## 4. CEASING TO BE A PARTICIPANT

### 4.1 Resignation

(a) A Participant must provide the Market Operator with at least one (1) month written notice of its proposed resignation, provided, however, that if the resignation is due to the Market Operator filing for relief under the Bankruptcy Code or becoming Insolvent or subject to Insolvency Proceedings, the Participant may resign immediately upon written notice to the extent permitted by Applicable Law.

(b) Other than where a Participant resignation is due to the Market Operator filing for relief under the Bankruptcy Code or becoming Insolvent or subject to Insolvency Proceedings, the Market

Operator may, in its absolute reasonable discretion, refuse to accept a notice of resignation in the event that:

(i) the Market Operator considers there to be an outstanding matter concerning the Participant, or the Market Operator that is subject to an ongoing investigation or enforcement action; or

(ii) the Participant has outstanding financial or delivery obligations to the Market Operator or another Participant.

**4.2 Termination**

The Market Operator may terminate a Participant under any of the following circumstances:

(a) If the Participant breaches these Market Rules, Procedures or the Standard Instruments Program;

(b) If a Participant fails to fulfil any requirements in connection with a Market Bank Account with the Approved Clearing Bank;

(c) If, in the Market Operator's reasonable opinion, a Participant may be in breach of Applicable Law(s);

(d) In accordance with Rule 4.4 (Court Order(s));

(e) If a Participant becomes Insolvent or subject to Insolvency Proceedings;

(f) If any legal, regulatory or disciplinary action is taken (or anticipated) that could reasonably be expected by the Market Operator to impact on the Participant's ability to comply with its obligations as a Participant (whether under these Market Rules or otherwise);

(g) The Participant overseas activities may have a material adverse impact on its ability to meet its obligations under these Market Rules;

(h) The Participant acts, omissions or activities threaten the integrity of the Market in the Market Operator's reasonable opinion; or

(i) The Market Operator, in its absolute discretion, considers it appropriate to do so.

**4.3 Consequences of resignation or termination**

A Participant that has provided notice of its resignation, or whose resignation has taken effect or whose participation in the Market has been terminated:

(a) must continue to observe and comply with the Market Rules and any other applicable term and conditions in respect of the Participant's conduct during the period of participation in the Market and use of the Market Registry Services;

(b) will remain responsible and liable under these Market Rules for its acts and omissions and those of its Employees and Designated Authorized Representatives during the period of participation in the Market;

(c) must comply with any directions issued by the Market Operator, including directions that relate to the Participant's Market Registry Account(s) or the Participant's Market Bank Account.

(d) A former Participant may be re-admitted as a Participant in Market Operator’s sole discretion at a later date.

### 4.4 Court Order(s)

A Participant acknowledges that the Market Operator may be ordered by a court of competent jurisdiction to either take (or refrain from taking) certain actions regarding the Participant's Market Bank Account or Market Registry Account, or any actions regarding a Broker's conduct in the Market. In the event of a conflict between any instruction from the Participant and a court of competent jurisdiction, the Participant agrees that the Market Operator shall comply with the orders of such a court. To the fullest extent permitted by Applicable Law, a Participant agrees not to assert, and waives, any claim against the Market Operator, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, the Market Operator's compliance with the orders of a court of competent jurisdiction.

## 5. TRADING

### 5.1 Access to the Market

(a) Access to the Market is restricted to Designated Authorized Representatives via their activated individual Access Codes.

(b) To access the Market, Designated Authorized Representatives must have a suitable internet connection, computer hardware and software and communication connections.

(c) The Participant is responsible for all obligations and liabilities arising from its and its Designated Authorized Representatives' use of the Market and the Exchange (including the market-making trading platform for ACCUs) and the entry, amendment, deletion and execution of all electronic messages, including Orders, OTC Trades, OTC Trade Confirmations, Screen Orders and Auction Orders submitted by the Participant.

(d) It is the obligation of the Participant and its Designated Authorized Representative(s) to ensure the accuracy of all details and the integrity and bona fides of all Orders, OTC Trades, OTC Trade Confirmations, Screen Orders, Auction Orders, and other communications or instructions submitted by or on behalf of the Participant.

### 5.2 Hours of operation

(a) The Market Operator will determine and set out in the Procedures the times during which the Market will be open and any other phases or time periods associated with the Market during which Orders, OTC Trades, and Auction Orders, may be submitted, amended or cancelled.

(b) The Market Operator will determine and set out in an applicable Screen Notice the times during which the Market will be open and any other phases or time periods associated with the Screen during which Screen Orders may be submitted, amended or cancelled.

(c) Each Participant acknowledges that access to the Market, Market Registry Services, or Market functions, such as trading or settlement, may be restricted from time to time.

(d) The Market Operator will use its best endeavours to provide prior notification to Participants advising of scheduled outages and subsequent notification for any unscheduled outages, or for any other reason that a Participant’s access to the Market is restricted.

### 5.3 Products

(a) The types of Products that may be traded on the Market are specified in Item 5 of Schedule 1.

### 5.4 Orders and Matching

For all Products,

(a) Only a Member Participant's Designated Authorized Representative may submit Orders in the Market.

(b) The following types of Orders may be submitted in the Market:

(i) Bids; and

(ii) Offers.

(c) An Order submitted to the Market:

(i) must have the mandatory attributes specified in the Procedures; and

(ii) may have the optional attributes specified in the Procedures.

(d) All Orders entered in the Market:

(i) must be made on a Member Participant's own behalf and must not be made on behalf of other Participants or any other entity or person;

(ii) are firm and available for matching, subject to Market Rule 5.7;

(iii) will remain open until Matched in the Order Book or until such time as they are withdrawn or cancelled by the Participant or cancelled by the Market Operator in accordance with these Market Rules;

(iv) will be Matched based on price/ time priority, subject to the exceptions set out in the Procedures; and

(v) must otherwise comply with the Procedures.

(e) A Member Participant may only submit a Bid if sufficient funds are shown as available in the buying Member Participant's Market Bank Account or Market Exchange Account, and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.

(f) A Member Participant may only submit an Offer if the Products the subject of the proposed offer are valid, shown as available in the selling Member Participant's Exchange Product Account and are not the subject of one or more other Offers or OTC Trade Confirmations involving the Participant.

(g) When submitting an Offer, the selling Participant:

(i) is authorizing the Market Operator to transfer the number and type of Asset Units/Financial Units associated with the Products the subject of the Offer out of the selling Member Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account to the extent that the Offer (or part of it) is Matched with a Bid; and

(ii) is instructing the Market Operator to deliver the amount of funds the subject of a Transaction to the selling Member Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Member Participant’s Market Exchange Account.

(h) When submitting a Bid, the buying Participant:

(i) is authorizing the Market Operator to transfer the amount of funds the subject of a Bid out of the buying Member Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Member Participant’s Market Exchange Account to the extent that the Bid (or part of it) is Matched with an Offer; and

(ii) is instructing the Market Operator to deliver the number and type of Asset Units/Financial Units associated with the Products the subject of a Transaction to the buying Member Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account.

(i) The Market Operator will impose restrictions and limits in relation to the entry of Orders or the execution of Transactions.

(j) Participants must set, monitor and control their own internal restrictions and limits.

(k) A Participant may amend or withdraw an Order at any time before it is Matched.

(l) The Market Operator may cancel an Offer or Bid at any time before it is Matched in the circumstances that the Offer or Bid does not comply with the Market Rules, or to otherwise ensure a fair, orderly and transparent market.

### 5.5 OTC Trades

For all Products:

(a) Only a Member Participant's Designated Authorized Representative, or Broker's Designated Authorized Representative may submit OTC Trades in the Market. An OTC Trade submitted to the Market:

(i) must be submitted via the OTC Portal;

(ii) must have the mandatory attributes specified in the Procedures; and

(iii) may have the optional attributes specified in the Procedures.

(b) All OTC Trades submitted to the Market:

(i) by a Member Participant must be made on a Member Participant's own behalf and on behalf of the other Member Participant named in the OTC Trade and must not be made on behalf of any other Member Participants or any other entity or person;

(ii) by a Broker must be made on behalf of the two (2) Member Participants named in the OTC Trade and must not be made on behalf of any other Member Participants or any other entity or person;

(iii) are firm and available for confirmation, subject to Market Rule 5.7;

(iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Market Rules and the Procedures;

(v) must otherwise comply with the Procedures.

(c) The Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades. Member Participants must set, monitor and control their own internal restrictions and limits and Brokers must abide by such restrictions and limits when acting on behalf of a Member Participant. A Member Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.

(d) The Market Operator may, acting reasonably and in good faith, cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Market Rules, or to otherwise ensure a fair, orderly and transparent market.

(e) 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.

(f) Only a Member Participant's Designated Authorized Representative may submit OTC Trade Confirmations in the Market.

(g) A buying Member Participant in an OTC Trade may only submit an OTC Trade Confirmation for that OTC Trade if sufficient funds are shown as available in the buying Member Participant's Market Bank Account or Member Participant's Exchange Cash Account (as applicable) and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Member Participant.

(h) A selling Member Participant in an OTC Trade may only submit an OTC Trade Confirmation for that OTC Trade if the Products the subject of the OTC Trade are valid, shown as available in the selling Member Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Member Participant.

(i) When submitting an OTC Trade Confirmation, the selling Member Participant (with reference to Market Rule 6):

(i) is authorizing the Market Operator to transfer the number and type of Asset Units/Financial Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Member Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account after the OTC Trade is Confirmed; and

(ii) is instructing the Market Operator to accept the amount of funds the subject of the Transaction as payment to the selling Member Participant and deliver such funds to the selling Member Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Member Participant's Market Exchange Account.

(j) When submitting an OTC Trade Confirmation, the buying Member Participant (with reference to Market Rule 6):

(i) is authorizing the Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Member Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Member Participant's Market Exchange Account after the OTC Trade is Confirmed as payment to the seller; and

(ii) is instructing the Market Operator to deliver the number and type of Asset Units/ Financial Units associated with the Products the subject of the Transaction to the buying Member Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account.

### 5.6 Auction Orders

(a) The Market Rules for Auction Orders are set out in the Schedules applicable to the Products within an Auction program that are the subject of Auction Orders. Additional rules governing the implementation of these Auctions, including schedules, bidding methods, Auction style, and any other instructions from Market Operator, will be specified in the Auction Notice, a form of which can be found in the Procedures. Auction Transactions executed in the Market are subject to the terms of the applicable Auction Notice. The Auction Notices are hereby incorporated into and deemed to be part of these Market Rules, and Auction Participants must be in compliance with each such Auction Notice for each Auction in which such Auction Participant participates. In the event of any conflict between the terms of these Market Rules and an Auction Notice, the terms of such Auction Notice will govern with respect to the applicable Auction.

(b) Three (3) Business Days prior to the Auction, the Auction seller must place the Auction Product in its respective Linked Registry Account.

(c) Both upon notice of Auction Participant's intention to participate in an Auction, and on the day of the Auction, Auction Participants will affirm their compliance with the representations and warranties included in Market Rule 2.2 and the ongoing compliance obligations in Market Rule 3.1.

(d) All Auction Orders entered in the Market:

(i) must be made on an Auction Participant's own behalf and must not be made on behalf of other Auction Participants or any other entity or person;

(ii) must be firm and available for matching, subject to the Market Rules;

(iii) will remain open until Matched or until such time as they are withdrawn or cancelled by the Auction Participant or cancelled by Market Operator in accordance with these Market Rules;

(iv) will be Matched based on price/time priority set out in the Procedures and/or the applicable Auction Notice; and

(v) must otherwise comply with the Market Rules and Procedures.

(e) An Auction Participant seeking to bid may only submit an Auction Order if sufficient funds are shown as available in the bidding Auction Participant's Market Bank Account or Auction Participant's Market Exchange Account, and which are not the subject of one or more other Auction Orders, Bids or OTC Trade Confirmations involving the bidding Auction Participant.

(f) An Auction Participant seeking to sell may only submit an Auction Offer if the Products the subject of the proposed offer are shown as available in the selling Auction Participant's Linked Registry Account and are not the subject of one or more other Auction Offers, Offers or OTC Trade Confirmations involving the Auction Participant.

(g) When submitting an Auction Order that is an offer, the selling Auction Participant:

(i) is authorizing Market Operator to transfer the number and type of Asset Units associated with the Products that are the subject of the Auction out of the selling Auction Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account to the extent that the Auction Order offer (or part of it) is Matched with an Auction Order bid; and

(ii) is instructing Market Operator to deliver the amount of funds the subject of an Auction Transaction to the selling Auction Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Auction Participant's Market Exchange Account.

(h) When submitting a Bid, the bidding Auction Participant:

(i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the bidding Auction Participant's Market Bank Account via the Transition Account or make the corresponding adjustments to the Auction Participant's Market Exchange Account to the extent that the Bid (or part of it) is Matched with an Offer; and

(ii) is instructing Market Operator to deliver the number and type of Asset Units associated with the Products the subject of a Transaction to the bidding Auction Participant's Market Registry Account via the Asset Unit Transition Account or Financial Unit Transition Account.

(i) During Auctions, Auction Participants may submit Auction Orders 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.

(j) Market Operator may cancel an Auction Order at any time before it is Matched in the circumstances that the Auction Order does not comply with the Market Rules, or to otherwise ensure a fair, orderly and transparent market. Market Operator may impose restrictions and limits in relation to the entry of Auction Orders or the execution of Transactions resulting from the Auction. Auction Participants must set, monitor and control their own internal restrictions and limits.

(k) An Auction Participant may only submit one Bid at a time in an Auction. If such Auction Participant cancels an existing Bid, it may submit a new Bid, so long as only one Bid is in effect from an Auction Participant at a time per Auction.

**5.7 Screen Orders**

(a) The Market Rules for Screen Orders are set out in the published Screen Notice applicable to Transactions that are the subject of a Screen Notice. The Screen Notice shall set out the terms applicable to the particular Screen, including, without limitation, Order mechanics, minimum or maximum Order volumes, pricing conventions, and any bespoke terms. The Screen Notices are hereby incorporated into and deemed to be part of these Market Rules, and Screen Participants must be in compliance with each such Screen Notice for each Screen in which such Screen Participant participates. In the event of any conflict between the terms of these Market Rules and a Screen Notice, the terms of such Screen Notice will govern with respect to Orders made on an applicable Screen.

(b) Without limiting the generality of Market Rule 5.7(a), a Screen Notice may specify a window during which a Screen Participant may accept, amend, cancel or reject Orders, as applicable.

(c) For the avoidance of doubt, each Screen may be closed and distinct from other Screens and the Exchange. Screen Orders are visible only to Screen Participants on that particular Screen, unless the Screen Notice states otherwise.

(d) A Screen Notice shall specify funding requirements for Screen Participants.

Market Operator may cancel a Screen Order at any time before it is executed in the circumstances that the Screen Order does not comply with the Market Rules, or to otherwise ensure a fair, orderly and transparent market. Market Operator may impose restrictions and limits in relation to the entry of Screen Orders or the execution of Transactions resulting from the Screen. Screen Participants must set, monitor and control their own internal restrictions and limits.

**5.8 Cancellation of Orders, OTC Trades and Pending Transactions, Error Trades**

(a) An Order in the Market that is not Matched at the close of trading will automatically be cancelled by the Market Operator unless the Order is submitted as good until cancelled.

(b) An OTC Trade may only be cancelled in accordance with the Procedures.

(c) A Pending Transaction may only be cancelled in accordance with the Procedures.

(d) If a Participant believes that an error has occurred with respect to the pricing, entering, handling, or execution of an Order, then such Participant may file an error claim by email to operations@cblmarkets.com with the subject line of such email as "NOTIFICATION OF POSSIBLE TRADE ERROR". Participants have thirty (30) minutes from the time of the original trade in which to allege a trade as having been executed in error. The Market Operator has the discretion to cancel Orders, cancel trades, adjust the price of a trade, or suspend the Market

even where there has been no referral or request from a Participant or other person, in the interests of maintaining a fair and orderly market. The Market Operator will make the final decision on whether a trade is adjusted, or if a trade is cancelled or is allowed to stand. The Market Operator aims to exercise this right promptly after the trade has been identified. The decision of the Market Operator is final. Any Participant who mishandles any Order or who executes an Order in error is responsible for all remedial actions and all potential losses incurred with respect to such Order.

### 5.9 Transaction Execution

The matching of Orders, OTC Trades and Auction Orders in the Market results in the execution of a Transaction. The Market Operator is the counterparty to all Transactions unless specified in the applicable Product Schedule resulting in Matched Principal Transactions. The Market Operator will send a notification to each Participant that is a counterparty to a Transaction at the time that the Transaction is executed or registered or as soon as reasonably practicable thereafter. Each Participant will notify the Market Operator as soon as reasonably practicable of any error or omissions in accordance with Rule 5.7.

### 5.10 Costs

Except to the extent expressly stated otherwise, the Participant is responsible for any costs associated with submitting:

(a) Orders, OTC Trades and OTC Trade Confirmations, Asset Unit Transfers and the execution, settlement of Transactions in the Market and any other activities of the Participant in connection with the Market; and

(b) any other activities of the Participant in connection with the Market.

## 6. SETTLEMENT

### 6.1 [Reserved]

### 6.2 OTC Portal

(a) Participants may access the OTC Portal to submit OTC Trades for settlement pursuant to Market Rule 6.3 by reporting OTC Confirmations in the Market.

(b) Both parties to an OTC Trade submitted via the OTC Portal must be Participants. Participants may not report OTC Trades with a counterparty that is not a Participant.

(c) After a Participant reports an OTC Confirmation via the OTC Portal, its counterparty will have until the relevant Product's market close time to approve the OTC Trade Confirmation. If the counterparty does not approve the OTC Trade Confirmation before the Product's market close, the Market Operator will reject the OTC Trade for settlement.

(d) The eligible Asset Unit to be sold in the OTC Trade must be within the seller's Participant's Market Registry Account by the relevant Product's market close or the Market Operator will reject the OTC Trade for settlement. In the event that an Approved Registry is not available or experiences downtime on the settlement date due to a Suspension Event such that it is not possible for the Market Operator to effect settlement, the Market Operator will postpone settlement until within twenty-four (24) hours of the resolution of the Suspension Event unless otherwise provided under these Market Rules or, as applicable, applicable Futures Market Rules.

(e) An adequate cash amount to purchase the Product that is subject to the OTC Trade must be within the purchaser's Participant's Market Bank Account or Member Participant's Market Exchange Account by the relevant Product's market close or the Market Operator will reject the OTC Trade for settlement.

(f) The Market Operator will, in its sole and absolute discretion, approve or reject each OTC Trade submitted for settlement via the OTC Portal. If an OTC Trade is rejected for any reason, the Market Operator may, in its sole and absolute discretion, permit the parties to the OTC Trade to address any deficiencies and resubmit the OTC Trade for settlement.

**6.3 Settlement arrangements**

(a) OTC Trades and Orders:

(i) Each Participant that is a party to a Transaction acknowledges that automated settlement arrangements have been incorporated into the design and operation of the Market and authorizes the Market Operator to take such action as is necessary to settle each Transaction.

(ii) The settlement arrangements provided to facilitate the efficient and orderly processing of Transactions are specified in the Procedures.

(iii) The Market Operator may take any action which it is permitted to take under the Market Rules and that it considers necessary against a Participant to ensure that there are adequate arrangements for the settling of Transactions.

(iv) Participants must pay the Market Operator the applicable fee specified in the Fee Schedule for each Transaction in the Market. Participants acknowledge that these fees will be deducted by the Market Operator from the funds associated with each Transaction in accordance with the Procedures.

(v) In the event that an Approved Registry or Approved Clearing Bank is not available or experiences downtime on the settlement date due to a Suspension Event or other unavailability such that it is not possible for the Market Operator to effect settlement, the Market Operator will postpone settlement until within twenty-four (24) hours of the resolution of the Suspension Event or other unavailability unless otherwise provided under these Market Rules or, as applicable, applicable Futures Market Rules.

(b) Auction Orders:

(i) For Auction Orders, the settlement arrangements are subject to the terms set forth in the Procedures and in the applicable Auction Notice. Unless otherwise stated in the Auction Notice, settlement arrangements for Auction Orders generally will reflect the terms described in Market Rule 6.2 and the relevant Procedures.

(c) Screen Orders:

(i) For Screen Orders, the settlement arrangements are subject to the terms set forth in the Procedures and in the applicable Screen Notice. Both parties to a Screen Order must be Screen Participants. Unless the Screen Notice states otherwise, all Screen Transactions are recorded and settled as OTC Trades, as described in Market Rule 6.2 and the relevant Procedures.

**6.4 Transfer Service:**

(a) Access to Transfer Service:

(i) Member Participants and Transferors shall be provided access to the Transfer Service to enable and/ or effect Transfers in the Market in connection with supported Futures Transactions.

(ii) Both parties to an Asset Unit Transfer must be either Member Participants or Transferors.

(b) Transfers:

(i) The eligible Asset Units and Financial Units to be transferred in the Transfer must be within the seller's Market Registry Account by the relevant Product's market close on the relevant Futures Transaction settlement date or the Market Operator will reject the Transfer and the parties will be required to postpone the Transfer until the next settlement date for the associated Futures Transaction. In the event that an Approved Registry is not available or experiences downtime on the settlement date for the associated Futures Transaction due to a Suspension Event such that it is not possible for the Market Operator to effect the Transfer, the Market Operator will postpone the Transfer and effect the Transfer on the next Futures Transaction settlement date.

(ii) An adequate cash amount to purchase the Asset Units or Financial Units that are subject to the Transfer must be within the purchaser's Market Bank Account by the relevant Product's market close on the relevant Futures Transaction settlement date or the Market Operator will reject the Transfer and the parties will be required to postpone the Transfer until the next settlement date for the associated Futures Transaction.

(iii) The Market Operator will, in its sole and absolute discretion, approve or reject each Transfer.

**6.5 Retirement, Redemption or Cancellation:**

(a) After Transactions have settled and subject to the applicable Product Schedule, a Participant's Designated Authorised Representative may instruct the Market Operator to:

(i) continue to hold the Asset Units on behalf of the Participant; or

(ii) Retire, Redeem or Cancel the Asset Units in the name of the Participant.

(b) Market Operator will only be required to carry out instructions received under Market Rule 6.5(a) if such instructions are in compliance with the Approved Registry terms and conditions. Market Operator reserves the right to charge administrative fees in respect of transfers and Retirements, Redemptions or Cancellations in accordance with the Fee Schedule.

(c) Upon Retirement, Redemption or Cancellation of Asset Units, Market Operator will promptly provide the Participant with confirmation of the Retirement, Redemption or Cancellation and, if required by the terms of the Approved Registry, shall publish the Retirement, Redemption or Cancellation in accordance with the terms of the Approved Registry.

(d) If the Market Operator continues to hold Asset Units on behalf of a Participant on 31 March of any calendar year, Market Operator reserves the right to on at least 3 months' written notice:

(i) charge a reasonable fee to continue to hold the Asset Units, which shall be payable by the Participant on a quarterly basis; and/or

(ii) require the Participant to transfer the Asset Units to its own Registry Account or submit an Offer in the Market in respect of such Asset Units, and

if the Participant fails to comply with the Market Operator's instructions the Participant hereby agrees that the Market Operator shall assume the legal and beneficial title to the Asset Units and it expressly waives any claim it may have in respect of ownership of the Asset Units at the expiry of the notice period given by the Market Operator.

## 7. FAIR AND ORDERLY MARKET

### 7.1 Market Operator's orderly market powers

The Market Operator may take any action which it is permitted to take under the Market Rules and that it considers necessary or appropriate to ensure that the Market is fair, orderly and transparent, including:

(a) rejecting one or more Bids in the context of Orders, OTC Trades, OTC Trade Confirmations, Transfers, Screen Orders, Auction Orders, or other electronic messages submitted to the Market Operator or entered into the Market;

(b) suspending or halting trading and/or settlement in all or part of the Market;

(c) directing any Participant to take, or not to take, specified action in connection with the Market;

(d) modifying, restricting or suspending the access of one or more Participants to all or part of the Market (other than as specified under Market Rules 7.1(e)); or

(e) modifying, restricting or suspending the access of one or more Participants to all or part of the Market for failure to pay any applicable Fee.

### 7.2 Request for a review of a decision under Market Rule 7.1(d)

Within five (5) Business Days of a decision by the Market Operator under Market Rule 7.1(d), a Participant, that is the subject of a decision by the Market Operator under Market Rule 7.1(d) may request a review of the decision by notifying the Market Operator of that request in accordance with these Market Rules. If such a request is made, a Review Committee will be established in accordance with these Market Rules to review the decision made by the Market Operator under Market Rule 7.1(d) within 10 Business Days.

### 7.3 Suspension of access to or trading or settlement on the Market

The Market Operator may suspend access to or cease trading or settling on the Market if:

(a) the Market Operator determines a systems or communications problem has occurred or is likely to occur which may result in disorderly trading conditions on the Market;

(b) a specific type of Product is the subject of a suspension or trading halt on the Market;

(c) the Market Operator, in its absolute discretion, considers it appropriate to do so; or

(d) a Participant fails to fulfil any requirements in connection with a Participant's Market Bank Account with the Approved Clearing Bank or pay any applicable Fee.

### 7.4 Market-related disputes (excluding Disputes involving the Transfer Service)

(a) A Participant may notify the Market Operator of any market-related dispute between Participants arising in relation to any of the Market Rules.

(b) The Market Operator will consider a Dispute as soon as reasonably practicable following the referral by a Participant.

(c) In considering a Dispute, the Market Operator may make any enquiries relevant to the Dispute, seek information from the relevant Participants and determine how the Dispute will be considered.

(d) The Market Operator may decide to take any action (or refrain from taking action) and give any directions it considers appropriate in relation to the Dispute.

(e) The Market Operator will notify each Participant involved in the Dispute, of the action, if any, it proposes to take.

(f) The Market Operator will not take steps to implement the action proposed in a notice issued pursuant to Market Rule 7.4(e), unless:

(i) the period for notifying a request for a review under Market Rule 7.6(a) has expired (unless the Participants affected agree to waive that period); or

(ii) in the sole opinion of the Market Operator, circumstances require the proposed action to be taken immediately.

(g) Subject to Market Rule 7.5, the exercise by the Market Operator of its powers under Market Rule 7.4(d) is final and binding on the Participants.

(h) Subject to Market Rule 7.5, the relevant Participants must comply with any request made, or directions given, by the Market Operator under this Market Rule 7.4.

**7.5 Market-related Disputes concerning the Transfer Service**

(a) Any disputes between Participants in the Transfer Service or regarding Futures Transactions 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 Market Operator is providing Transfer Services, was entered.

**7.6 Review of Dispute**

(a) A Participant involved in a Dispute under Market Rule 7.4 may request a review of the proposed exercise of the powers in Market Rule 7.4(d) by notifying the Market Operator of such request by 10 a.m. UTC on the first Business Day following the Participant's receipt of the notice issued pursuant to Market Rule 7.4(e).

(b) Upon receipt of a request for a review that has been made under Market Rule 7.6(a) and is in accordance with these Market Rules, the Market Operator must establish and refer the Dispute to a Review Committee as soon as reasonably practicable.

(c) The Chairman of the Review Committee established pursuant to this Market Rule 7.6 will convene a meeting as soon as reasonably practicable to consider the Dispute.

(d) A person must not sit as a member of the Review Committee considering a Dispute if the Chairman of the Review Committee determines that the member has a conflict of interest which precludes their participation.

(e) The Market Operator and each Participant involved in the Dispute will be given the opportunity to make a submission in relation to the Dispute and the proposed decision of Market Operator under Market Rule 7.4.

(f) The Review Committee will make a decision and may take any action or give any direction available to the Market Operator under Market Rule 7.4(d), or confirm the decision of the Market Operator under Market Rule 7.4.

(g) The Review Committee's decision shall be final and binding.

**7.7 Other powers**

Nothing in this Market Rule 7 precludes the Market Operator from taking any other action which it is permitted to take under the Market Rules and the Procedures in connection with a Dispute, including, without limitation, the taking of disciplinary action under Market Rule 9.

## 8. MONITORING & INVESTIGATION

### 8.1 Monitoring compliance and investigation

(a) The Market Operator will monitor the Market and the execution, settlement of Transactions for the purpose of ensuring a fair, orderly and transparent Market.

(b) The Market Operator will monitor compliance by Participants with the Market Rules and may at any time investigate the activities of a Participant in relation to the performance by the Participant of its obligations under the Market Rules.

(c) Where the Market Operator considers on a reasonable basis that a Participant or an Employee of a Participant has committed, is committing or about to commit a material breach of the Applicable Law, it shall be authorized to refer the matter to the appropriate Governmental Authority.

### 8.2 Information

(a) As part of any investigation, the Market Operator may require a Participant to provide any information, document or record relating to the Participant's activities in connection with the Market, Market Registry Services or the performance by the Participant of its obligations under the Market Rules. Such information shall be provided to Market Operator within 10 Business Days of any such request.

(b) As part of any investigation, the Market Operator may require the production of documents, relevant to trading by the Participant, that are in the Participant's possession, custody, power or control.

(c) The Market Operator may require the provision by a Participant of accurate information about its Transactions and other activities in the Market in a format, electronic or otherwise, as specified by the Market Operator.

(d) In the event the Market Operator receives any inquiry from a Government Authority or is required under the Applicable Law to provide information to a Government Authority, the Market Operator may request information from a Participant that the Market Operator reasonably requires in order to respond to any such inquiry or requirement. Participants agree that the Market Operator may provide information it receives to such Government Authority in its sole discretion and agree to cooperate with the Market Operator in providing a response to a Government Authority. For the avoidance of doubt, the Market Operator may provide any information it receives from a Participant to a Government Authority to the extent required under the Applicable Law.

(e) The Market Operator may give any direction to a Participant, in relation to an investigation by the Market Operator under these Market Rules, which the Market Operator considers is reasonably necessary to preserve the integrity of an investigation by the Market Operator or is otherwise appropriate having regard to the obligations of the Market Operator.

### 8.3 Independent Report by a Qualified Person

The Market Operator by notice may require a Participant to provide, at the Participant's cost, a report from an independent and appropriately qualified person selected by the Participant (as applicable) expressing an opinion as to the compliance by the Participant with the Market Rules and any other matter, which in the reasonable opinion of the Market Operator is appropriate to assist the Market Operator in the discharge of its functions and responsibilities under these Market Rules. The Market Operator will notify the Participant of the scope of the report and the time by which it must be provided.

### 8.4 Costs

Each Participant is solely responsible for any costs it incurs in connection with any investigation conducted by the Market Operator under these Market Rules, irrespective of whether the Participant is found to have violated any Market Rules.

## 9. DISCIPLINARY ACTIONS, SANCTIONS AND OTHER POWERS

### 9.1 Market Rule violations

(a) A Participant or any of its Designated Authorized Representatives must not violate any Market Rule or any agreement made with the Market Operator, or to engage in or attempt to engage in fraud, misconduct, market manipulation, dishonourable or dishonest conduct, or in conduct which is inconsistent with just and equitable principles of trade.

(b) Each Participant must, if reasonably requested or directed by the Market Operator, assist the Market Operator in any investigation into potential violations of the Market Rules or the Procedures. Such assistance must be timely and may include, but not be limited to, producing documents and/or answering questions from the Market Operator or its designee in connection with an investigation.

### 9.2 Disciplinary actions

(a) If the Market Operator determines in its sole discretion that a Participant has violated, attempted to violate or is about to violate any Market Rule, the Market Operator may, by notice to the Participant impose one or more of the sanctions set forth in Market Rule 9.4 without conducting a formal disciplinary proceeding. The determination of the Market Operator under this Market Rule 9.2(a) is binding on the relevant Participant, subject to Market Rule 9.2(b).

(b) A Participant that is the subject of a determination under Market Rule 9.2(a) may request a review of a determination by the Market Operator under Market Rule 9.2(a) by notifying the Market Operator of that request in accordance with these Market Rules and within 10 Business Days following the Participant's receipt of the notice of the Market Operator determination.

(c) The Market Operator will establish a Review Committee to review a determination under Market Rule 9.2(a) which is the subject of a request for review made in accordance with these Market Rules.

(d) The Market Operator may refer an alleged violation of the Market Rules to a Review Committee without making a determination under this Market Rule 9.

(e) The Review Committee may provide a general summary of the reasons in writing for its decision.

(f) A decision of the Review Committee is binding on the relevant Participant and the Market Operator.

### 9.3 Agreed outcomes

(a) The Market Operator may, by agreement with a Participant, and without making a determination under Market Rule 9.2(a), impose a sanction of the kind described in Market Rule 9.4 in relation to a violation of these Market Rules or an alleged contravention of these Market Rules.

(b) If a Review Committee is established under Market Rule 9.2, the Market Operator and the Participant may submit a proposed agreed outcome to the Review Committee for its consideration. A Review Committee is not bound to accept the agreed outcome proposed.

### 9.4 Sanctions

The Market Operator and any Review Committee established under this Market Rule 9 may impose one or more of the following sanctions in relation to a violation or attempted violation of the Market Rules:

(a) a written warning;

(b) the suspension or restriction of access of a Participant or any Designated Authorized Representative thereof to the Market;

(c) a public statement identifying the Participant and outlining the Rule violation;

(d) termination of participation on any conditions that are appropriate, including as to the continued application of these Market Rules to the Participant;

(e) a fine up to a maximum amount specified in the Procedures, which fine shall be payable within 10 Business Days;

(f) disgorgement of any profit arising from the contravention of the Market Rules;

(g) a requirement to pay the reasonable costs of the Market Operator and any Review Committee;

(h) a requirement to provide an undertaking by a Participant to complete an education and/ or compliance program; and

(i) any other sanction set out in the Procedures.

### 9.5 Register of decisions

The Market Operator will keep a register of decisions under this Market Rule 9, which will, subject to the Procedures, be available for inspection.

### 9.6 Other default powers

If the Market Operator considers that circumstances exist which have or may have a material adverse effect on:

(a) the capacity of a Participant to meet its obligations to the Market Operator or one or more other Participants;

(b) the financial position of the Market Operator; or

(c) the reputation of the Market Operator; or

(d) the Market;

the Market Operator may after giving written notice to the Participant of its intention to rely on this Market Rule 9, take any action which it is permitted to take under the Market Rules and which it considers appropriate to protect the Market Operator or other Participants including without limitation, suspending, restricting or terminating the Participant's participation in or access to the Market.

The Market Operator may take any action which it is permitted to take under the Market Rules and that it considers necessary or appropriate to comply with the Applicable Law.

### 9.7 Review of certain action taken under Market Rule 9.6

Within 10 Business Days of a decision by the Market Operator under Market Rule 9.6, a Participant the subject of a decision by the Market Operator under Market Rule 9.6 may request a review of that decision by notifying the Market Operator of that request in accordance with these Market Rules. If such a request is made, the Market Operator must, in accordance with these Market Rules, establish a Review Committee to review the decision under Market Rule 9.6.

### 9.8 ASIC regulation of Transactions involving ACCUs in the Market

In addition to the Market Rules in Rules 8, 9 or otherwise contained in the Market Rules:

(a) The Market Operator has reporting and compliance obligations to ASIC under its Australian Financial Services Licence No. 536825 for the execution of Transactions involving ACCUs on its market-making trading platform. These include the obligation to give written notice to ASIC if the Market Operator has reason to believe that a person has committed, is committing, or is about to commit a significant contravention of the Market Rules.

(b) Each Participant acknowledges that ASIC has compliance and enforcement powers under Applicable Laws with respect to the execution of Transactions involving ACCUs in the Market.

## 10. [RESERVED]

## 11. INTELLECTUAL PROPERTY RIGHTS

### 11.1 Protection of Intellectual Property Rights

(a) A Participant must not infringe the Intellectual Property Rights of the Market Operator, a Related Body Corporate of the Market Operator or any third party in relation to the use of the Exchange (including the market-making trading platform for ACCUs), use of the Market Registry Services or participation in the Market.

(b) Other than with the Market Operator's express written permission, reproduction of part or all of the contents in any form of the Exchange (including the market-making trading platform for ACCUs) or Market Registry Services is prohibited and may not be copied or shared with a third party.

(c) Each Participant indemnifies the Market Operator, on demand, for any loss or damage that the Market Operator may suffer as a result of an actual infringement of Intellectual Property Rights arising out of the Participant's use of the Exchange (including the market-making trading platform for ACCUs) or Market Registry Services in a manner prohibited by the Market Rules.

### 11.2 Meaning of Intellectual Property Rights

In this Market Rule, "Intellectual Property Rights" means all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a Participant or the Market Operator whether or not registered, registrable or patentable.

### 11.3 Use of Participant Information and audit support

The Market Operator receives Transaction data and related information from Participants in connection with Transactions on the Market. The Market Operator shall own all rights, title and interest, database rights and trade secret rights in and to all such Transaction data and related information. The Market Operator has the exclusive right to copy, use, modify, distribute, display, license, sub-license, disclose and sell anonymized trade data and derivative works based thereon in any manner, media and jurisdiction. Participants shall not use or redistribute market data or create, use or distribute derivative works unless licensed in writing under terms and conditions established by the Market Operator or its affiliates. The Market Operator has the right to audit a Participant’s use of market data pursuant to this rule 11.3. Market Operator shall provide the Participant with at least thirty (30) days' advance notice of any requirement for audit. Such audit shall be conducted at each Participant's expense, during regular Business Hours at the Participant's offices and in such a manner so as not to interfere with the Participant’s normal business activities. The Market Operator and/ or its designated auditors shall adhere to the

Participant's customary security and safety policies while onsite at the Participant's offices. The confidentiality provisions of the Market Rules shall apply to the extent that audited information includes confidential information.

## 12. LIMITATION OF LIABILITY; NO WARRANTIES AND MIAX DISCLAIMER

12.1 Except as provided below, the Market Operator and its affiliates and each of their officers, directors, employees, agents, consultants or licensors (each, a "**Disclaiming Party**"), shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, and direct, indirect, incidental, consequential or punitive damages), arising from:

(a) Any failure, malfunction, fault in Asset Unit/Financial Unit delivery, delay, cancellation or suspension of Asset Units /Financial Units by an Approved Registry, omission, inaccuracy, interruption, termination, or any other cause, in connection with:

(i) the furnishing, performance, operation, maintenance, use of or inability to use all or any part of any of the systems and services of the Exchange (including the market-making trading platform for ACCUs), the Market, Market Registry Services or services, equipment or facilities used to support such systems and services, including without limitation electronic order entry/ delivery, physical transfer, receipt or delivery of Asset Units/ Financial Units in a Participant's Market Registry Account, trading through any electronic means, electronic communication of market data or information, workstations used by participants or brokers (and their respective Designated Authorized Representatives and employees), price reporting systems and any and all terminals, communications networks, central computers, software, hardware, firmware and printers;

(ii) any other cause in connection with the operation of the Asset Unit Transition Account (Exchange Clearing Holding Account consistent with California Air Resources Board requirements), Market, or Transaction of any Products associated with a Market Program & Standard, including but not limited to financial performance, delivery of Asset Units/ Financial Units, or any action relating to the applicable Approved Registry, or any action taken at the direction of, or pursuant to the Market Rules, Procedures, Guidance Notes, Market Program(s) & Standard(s) or an Approved Registry.

(b) Any failure, malfunction, fault in delivery, delay, omission, suspension, inaccuracy, interruption or termination, or any other event, of the Market, Exchange (including the market-making trading platform for ACCUs), Market Registry Services or any services of a disclaiming party, or services, equipment or facilities used to support such trading systems or services, caused by any third party including independent software vendors or network providers;

(c) Any errors or inaccuracies in information provided by the disclaiming party or in any of the disclaiming party's systems, services, equipment or facilities;

(d) Any act or omission on the part of the Market Operator, its Designated Authorized Representatives, affiliates or affiliates' Designated Authorized Representatives including without limitation, a decision of the Market Operator or a Review Committee to suspend, halt, or terminate trading or settling, or to void, nullify or cancel orders or trades in whole or in part;

(e) Any act or omission on the part of an Approved Clearing Bank including without limitation, any act or omission during on-boarding or a decision of the Approved Clearing Bank to suspend, halt, or terminate a Participant's Market Bank Account, a Member Participant's Bank Account, Transferor's Bank Account or a Broker's Bank Account;

(f) Any Force Majeure Event affecting the Exchange (including the market-making trading platform for ACCUs) or Market Registry Services;

(g) Any unauthorized access to or unauthorized use of any of the disclaiming party's systems, services, equipment or facilities by any person; and

(h) The foregoing limitation of liability:

(i) shall apply whether a claim arises in contract, tort, negligence, strict liability, contribution or otherwise and whether the claim is brought directly or as a third-party claim; and

(ii) may not be relied upon by the Market Operator or Participant (each, a "**Contracting Party**") to the extent that the contracting party seeking to rely on this Market Rule has breached these Market Rules (or otherwise been grossly or wilfully negligent), or where there has been a final determination (including exhaustion of any appeals) by a court or arbitrator to have engaged in wilful misconduct or fraud, and directly caused another contracting party to suffer a quantifiably reimbursable loss.

12.2 There are no express or implied warranties or representations (including warranties of merchantability and fitness for a particular purpose or use) provided by any disclaiming party relating to the Market, Exchange (including the market-making trading platform for ACCUs), Market Registry Services or any system or service of any disclaiming party or services, equipment or facilities used to support such Market, Exchange (including the market-making trading platform for ACCUs), Market Registry Services, systems or services.

12.3 The Market Registry Services and deliverables are provided by the Market Operator on an "as is" basis, and each Participant's use of the Market Registry Services and deliverables is at its own risk. The Market Operator does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, validity of Asset Units / Financial Units and any warranties arising from a course of dealing, usage, or trade practice. The Market Operator does not warrant that the services will be uninterrupted, error-free, or completely secure, or that the provision of Market Registry Services will always be executed without human error or omissions.

12.4 The data contained in the Market Infrastructure Databases ("**Database**") has been gathered by the Market Operator from sources believed by it to be reliable, including but not limited to each Participant and other account holders. The Market Operator does not warrant that the information in the database is correct, complete, current or accurate, nor does the Market Operator warrant that the software will be error-free or bug-free. The Market Operator has no obligation to audit, validate, or otherwise verify any information contained in the Database. Without in any way limiting the foregoing disclaimer, the Market Operator expressly disclaims the accuracy, timeliness or availability of any indicative pricing it may provide for any Asset Unit/ Financial Unit or on the Market. The Market Operator shall not be responsible for the acts or omissions of any other account holders or any other party who inputs data into the Database or from whom data is obtained for inclusion in the Database.

12.5 To the extent permitted by law, the total combined aggregate liability of the disclaiming parties shall not exceed the amount specified in item 9 of Schedule 1.

12.6 **Extension of liability exclusions and limitations to others**. To the extent permitted by law, each exclusion and limitation in this Market Rule 12 extends to every Related Body Corporate of the Market Operator and every Employee acting for or on behalf of the Market Operator or a Related Body Corporate as if a reference to the Market Operator included a reference to each of them. The benefit of any limitation or exclusion under this Market Rule 12 in favour of any person other than the Market Operator under this Market Rule 12 is held by the Market Operator for the benefit of those other persons and the Market Operator may enforce that benefit on their behalf.

12.7 **MIAX DISCLAIMER**. Notwithstanding any terminology or any provisions in the Market Rules, Procedures, or Standard Instruments Program, MIAX does not act as a central counterparty to any Transaction on the

Market. MIAX does not clear or settle any Transaction as those terms are commonly understood in the derivatives industry. Instead MIAX is acting as a 'Clearing Service Provider' under the rules of the Approved Registry and therefore will take temporary possession of the Asset Units for the purposes of clearing transaction between Participants with a Market Registry Account. MIAX does not provide, and expressly disclaims, any financial performance or guarantee of financial performance as it relates to any Transaction on the Market. Except as required by the California Air Resources Board in opening and maintaining an Exchange Clearing Holding Account, MIAX does not act as, nor does it conduct any activities traditionally associated with, a Derivatives Clearing Organization with respect to the operation of the Market. Participants understand that in the environmental commodity industry, "over the counter" or "OTC" is commonly used to refer to a privately negotiated cash transaction. Notwithstanding any such terminology or any provisions in the Market Rules, Procedures, or the Standard Instruments Program, Participants understand and acknowledge that any Transaction entered into on the Market is strictly in the character of a cash market transaction, that may sometimes be facilitated via a Broker. Participants understand and acknowledge that such a Transaction is not within the character or nature of an over the counter swap or any other derivative transaction.

## 13. INDEMNIFICATION

13.1 To the fullest extent permitted by Applicable Law, a Participant shall indemnify, defend and hold harmless each of the Market Operator, its affiliates and each of their respective agents, officers, directors, shareholders and employees (collectively, the "**Market Operator Indemnitees**") from and against any and all losses, liabilities, damages, actions, claims, costs, and expenses, including reasonable fees and costs of counsel and experts (collectively, "**Losses**"), incurred in connection with third-party claims arising from:

(a) a Participant's use of the Market Registry Services or deliverables;

(b) a Participant's breach of the Market Rules or Applicable Law; or

(c) any gross negligence or wilful misconduct by a Participant, its affiliates or their respective agents, officers, directors, shareholders or employees, while the Market Operator is engaged in the performance of Market Registry Services or delivery of deliverables; in either case except to the extent such claim is caused by the gross negligence or wilful misconduct of an Market Operator Indemnitee.

13.2 The Market Operator will notify any Participant promptly in writing of any claim against that Participant. The Participant shall have sole control of the defence and all related settlement negotiations, provided that the Participant shall provide notice of any settlement to the Market Operator within a reasonable time after such settlement is agreed. The Market Operator will provide the Participant with all reasonably necessary assistance, information, and authority to perform the foregoing at the Participant's reasonable expense.

13.3 To the fullest extent permitted by Applicable Law, the Market Operator shall indemnify, defend and hold harmless each of the Participant, its affiliates and each of their respective agents, officers, directors, shareholders and employees (collectively, "**Participant Indemnitees**"), from and against any and all Losses incurred in connection with third-party claims arising from any gross negligence or wilful misconduct by the Market Operator, its affiliates or their respective agents, officers, directors shareholders or employees arising from or related to the provision of any of the Market Registry Services or deliverables, except to the extent such claim is caused or exacerbated by the gross negligence or wilful misconduct of a Participant, Indemnitee.

13.4 A Participant will notify the Market Operator promptly in writing of any claim in relation to the Market Rules. The Market Operator will have the sole control of the defence and all related settlement negotiations. The Participant agrees to provide the Market Operator with all reasonably necessary assistance, information, and authority to perform the foregoing at the Market Operator's expense.

## 14. GENERAL

### 14.1 Confidentiality

(a) The Market Operator will endeavour to take all reasonable measures to protect from unauthorized use or disclosure, information provided to it in confidence by or on behalf of a Participant. The circumstances in which the Market Operator is authorized to disclose to third parties (including affiliates, professional advisors and service providers) or use such information include the following:

(i) disclosure as required by Applicable Law;

(ii) disclosure to any Government Authority and/or settlement facility;

(iii) where disclosure is required under any law or any order of any court or tribunal, authority or regulatory body;

(iv) disclosure of information generally available to and known by the public at the time of disclosure to or by the Market Operator;

(v) for the purposes of monitoring compliance with, or the enforcement of, the Market Rules or the determination of those matters including, without limitation, under Market Rule 9;

(vi) where disclosure is required to enable the Market Operator to fulfil its obligations in accordance with these Market Rules;

(vii) disclosure to service providers, professional advisors and affiliates in connection with the provision of services under these Market Rules, provided that such third parties are made aware of the confidentiality obligations contained in this Market Rule and are bound by a duty of confidentiality (whether express or implied); and

(viii) for the purposes of market data analysis and any other market data services, provided that such information is anonymised and aggregated with other market data or information and no personal data is disclosed or used.

(b) Each Participant:

(i) will endeavour to take all reasonable measures to protect from unauthorized use or disclosure information received in confidence or obtained from the Market;

(ii) acknowledges that market data is the property of the Market Operator and that the Market Operator shall own all rights, title and interest, database rights and trade secret rights in and to all market data submitted or recorded on the Market that is not personal data, and all related information generated or submitted in connection with operation of the Market or settlement of Transactions on the Market. Participants shall not redistribute market data or derivative works unless duly licensed in writing under terms and conditions established by the Market Operator or its affiliates; and

(iii) must not publicly display or otherwise redistribute, retransmit, process, disseminate or create derivative works from any market data or other confidential information.

### 14.2 Complaints

All complaints against the Market Operator or its Employees should be made in accordance with the Procedures and must be sent to Complaints@xpansiv.com.

### 14.3 Fees and charges

(a) A Participant must pay to the Market Operator all applicable fees and any other costs specified in the Fee Schedule and due in accordance with these Market Rules or pursuant to any agreement signed with the Market Operator. Any such fees or other costs specified in the Procedures or Fee Schedule may be amended by the Market Operator in accordance with the Procedures. Market Operator may vary or waive any fees or costs applicable to a Participant in its sole and absolute discretion.

(b) If the payments referred to in Market Rule 14.3(a) fail to occur for any reason associated with the Participant's Market Bank Account, or the Broker's Bank Account or the Master Funding Account the outstanding amount will be subject to interest from the date of the non-payment at the rate specified in the Procedures and Market Operator may take other steps specified in the Procedures.

### 14.4 Taxes

(a) Participants are liable for all stamp duty and other taxes or duties that may arise in respect of any Transaction to which they are a party or any services provided by the Market Operator under these Market Rules. Participants will indemnify the Market Operator against liability for any taxes or duties so arising under this Market Rule and the Market Operator may set off any applicable taxes against any monies owed by the Market Operator to the Participant.

(b) All fees and any other costs due in accordance with these Market Rules, the Procedures, the Standard Instruments Program or in any agreement signed by the Market Operator are, unless expressly stated otherwise, exclusive of taxes.

(c) If any tax is or will be payable on a supply made by the Market Operator under or in connection with these Market Rules or the Procedures that is exclusive of taxes:

(A) the consideration otherwise provided for that supply is increased by the amount of that tax; and

(B) the recipient of the supply must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided, subject to the issue of a tax invoice (except where Rule 14.5 applies).

(d) The right of a Participant to recover any amount of tax from the Market Operator is subject to:

(i) the Participant first providing evidence (satisfactory to the Market Operator) that the Participant is registered for (or otherwise obligated to pay) that tax and that the Participant can only recover the amount of the tax from the Market Operator; and

(ii) except where Rule 14.5 applies, the Participant issuing the relevant tax invoice or adjustment note to the Market Operator within 1 month of the Participant's liability to that tax arising.

(e) Each Participant indemnifies the Market Operator and its Employees for any loss or damage suffered and any obligations, claims or penalties that arise directly or indirectly as a consequence of the Participant's misuse of the Market for a tax purpose.

### 14.5 Insolvency of the Market Operator

(a) In the event that the Market Operator is subject to Insolvency Proceedings (including proceedings under Title 11, United States Code), the relative rights shall be governed by the Market Rules and Applicable Law. The Market Operator shall use commercially reasonable efforts to provide immediate notice to all Participants of any such Insolvency Proceedings.

Subject to Market Rule 14.6, and to the extent permitted by Applicable Law, Participants will be able to withdraw funds and/ or request the Market Operator transfer the Asset Units belonging to the Participant to an Registry Account without penalty upon receipt of such notice under this Market Rule 14.5.

(b) Each Participant that is party to a spot Transaction where Market Operator is CBL Markets (USA) LLC and made in accordance with these Market Rules:

(i) acknowledges that any such Transaction is intended by such Participant to be a contemporaneous exchange for new value (within the meaning of Title 11, United States Code § 547(c)(1)); and

(ii) represents and warrants that any such Transaction and such Participant's performance thereunder are:

(A) made in the ordinary course of each Participant's business or financial affairs; and

(B) made according to ordinary business terms (within the meaning of Title 11, United States Code § 547(c)(2)).

(c) Notwithstanding the terms of any Applicable Registry, and unless expressly provided otherwise in the Market Rules, Market Operator acknowledges and agrees that any Asset Units or funds held by the Market Operator are held for the benefit of the respective Participants and shall, to the fullest extent permitted by applicable law, be treated as the Participant's property, and not as part of the property of the Market Operator's estate.

(d) The Market Operator shall not use (including, but not limited to Retirement, Redemption or Cancellation in respect of Asset Units), pledge, or otherwise encumber any Participant's Asset Units or funds for its own benefit or for the benefit of third parties, except as expressly permitted by these Market Rules or to satisfy amounts owed by the Participant under the Market Rules and only to the extent permitted under Rule 14.6.

**14.6 Set-off**

(a) If at any time during the course of or following the termination of the Market Rules (including, but not limited to where the Market Operator is subject to Insolvency Proceedings), any amount or other obligation that is owed by Market Operator to a Participant under the Market Rules, Market Operator may set-off any such amount or obligation against, or retain or make deductions from, any amount or other obligation which Participant owes to the Market Operator under the Market Rules. Notwithstanding the foregoing, the Market Operator's right of set-off shall be limited to amounts representing fees, charges, or other direct costs (including reasonable legal expenses) incurred by the Market Operator or its Affiliates, arising in relation to any bankruptcy proceedings.

(b) Where the Participant or Market Operator or any of its Affiliates are under an obligation to deliver Asset Units, for the purposes of Market Operator exercising any termination, close out, netting or set-off rights under the Market Rules, any such obligations shall constitute an amount equal to the purchase price of the relevant Asset Units at a commercial arms-length basis in the market (as reasonably determined by Market Operator in its sole discretion).

(c) Market Operator will not be obliged to exercise any power of sale under the Market Rules in place of exercising any right of set-off.

### 14.7 Notifications

(a) All notifications under these Market Rules by a Participant shall be made as soon as is reasonably practicable and in accordance with the Procedures. Where a notification is initially made verbally it must immediately be confirmed in writing.

(b) For the purposes of any Market Rule that requires or permits a document to be given to a person, whether the expression "serve", "give" or "send" or any other expression is used, the document may be given, and will be taken to have been received, at the time and in the manner set out in the Procedures.

(c) A Participant must have and maintain an operating e-mail system for the purposes of receiving notices under these Market Rules.

(d) If the Market Operator must give notice under these Market Rules to some or all Participants, accidental omission by the Market Operator to give notice to one or more Participants does not affect the validity or enforceability of any resolution, decision, proceeding or act in connection with which the notice is required.

### 14.8 Audit Support

If an audit of the Market Registry Services utilized by a Participant is required by a Government Authority having jurisdiction as to the matter in question, the Market Operator will provide assistance to Participants as is reasonably required to support such audit. Each Participant shall provide the Market Operator with at least thirty (30) days' advance notice of any requirement for audit. Such audit shall be conducted at each Participant's expense, during regular Business Hours at the Market Operator's offices and in such a manner so as not to interfere with the Market Operator's normal business activities. Each Participant shall also reimburse the Market Operator for all costs associated with any assistance provided by the Market Operator in support of such audit on a time and materials basis at the Market Operator's then current rates for such services, including any third-party costs incurred by the Market Operator as a result of such audit. Each Participant and/ or their designated auditors shall adhere to the Market Operator's customary security and safety policies while onsite at the Market Operator’s offices. The confidentiality provisions of the Market Rules shall apply to the extent that audited information includes confidential information.

## 15. PARTICIPANT'S MARKET BANK ACCOUNT

### 15.1 Participant's Market Bank Account

Each Member Participant and Transferor trading in Products, shall open a Market Bank Account if required by Market Operator. A Member Participant or Transferor shall cooperate fully with and provide the applicable Approved Clearing Bank with all the information and documents required by the Approved Clearing Bank in order to open a Market Bank Account if a Market Bank Account is required by Market Operator. In addition to the Market Rules, Procedures and Participation Agreement, the opening, operation, use and termination of such Market Bank Account shall be subject to the Market Rules and requirements of the Approved Clearing Bank, including without limitation the Operator and the Approved Clearing Bank's AML/ KYC requirements.

### 15.2 Ongoing Obligations in connection with a Participant's Market Bank Account

(a) A Member Participant or Transferor agrees to comply with the Market Rules and requirements specified by the Approved Clearing Bank.

(b) A Member Participant or Transferor represents and warrants that any and all information furnished to the Approved Clearing Bank and/ or the Market Operator in connection with the Market Bank Account shall be accurate and complete. A Member Participant or Transferor agrees to immediately notify the Approved Clearing Bank and the Market Operator upon any change to the information that the Member Participant or Transferor furnishes to the Approved Clearing Bank and/ or the Market Operator.

(c) A Member Participant or Transferor agrees to promptly provide information and documentation as may be periodically requested by the Market Operator and/ or Approved Clearing Bank, including but not limited to compliance with AML/ KYC requirements and Applicable Law(s) generally.

(d) No security interest in the Market Bank Account that may be granted by a Member Participant or Transferor shall be enforceable unless either:

i. both the Market Operator and the Approved Clearing Bank have acknowledged the grant; or

ii. the grant is reflected by an order from a court of competent jurisdiction or a writ of garnishment or similar writ to enforce a court's judgment or order. Such an acknowledgement by the Approved Clearing Bank may take the form of a control agreement under Sec. 9-104 of the Uniform Commercial Code along with an acknowledgement of priorities as between the Operator and the Approved Clearing Bank.

**15.3 Breach of Obligation(s)**

In the event that a Member Participant or Transferor is in breach of its obligations in connection with this Market Rule 15, including without limitation, due to:

(a) breach of any term of any agreement required by the Approved Clearing Bank or the Market Operator; or

(b) any delay or failure to provide the complete information and documents requested by the Market Operator and/ or Approved Clearing Bank within five (5) business days of such request; or

(c) failing to notify the Market Operator of any change in a Member Participant's or Transferor's information or position, including without limitation if any insolvency or bankruptcy proceedings is commenced against the Member Participant or Transferor notification obligations imposed by Rule 3.4 (Notification);

the Market Operator may at its sole discretion, immediately suspend or terminate access to the Market Bank Account and/ or participation in the Market and/ or impose sanctions and take disciplinary action in accordance with Market Rule 9.

## ANNEX 1 - PROGRAMS & STANDARDS

| Item | | Description |
|---|---|---|
| 1. | **American Carbon Registry** | means the industry initiative further described at http://americancarbonregistry.org |
| 2. | **American Renewable Energy Programs** | means the programs specified in Schedule 10, as further described at<br>• Michigan Renewable Energy Certification System (**MIRECS**) further described at http://www.mirecs.org<br>• Midwest Renewable Energy Tracking System (**M-RETS**) further described at https://mrets.org<br>• New England Power Pool Generation Information System (**NEPOOL GIS**) further described at http://www.nepoolgis.com<br>• North American Renewable Energy Certificate Standard further described at http://www.narecs.com<br>• North Carolina Renewable Energy Tracking System (**NC-RETS**) further described at http://www.ncrets.org<br>• PJM EIS Generation Attribute Tracking System (**PJM-GATS**) further described at https://www.pjm-eis.com<br>• Texas Renewable Energy Credit Trading Program further described at http://www.ercot.com/services/programs/rec<br>• Western Renewable Energy Generation Information System (**WREGIS**) further described at https://www.wecc.biz/WREGIS |
| 3. | **Australian Renewable Energy Target** | means the Large-scale Renewable Energy Target and the Small-scale Renewable Energy Scheme as further described at http://www.cleanenergyregulator.gov.au/RET/Pages/default.aspx |
| 4. | **California Cap and Trade Program** | means the program developed under California Applicable Law and further described at http://www.arb.ca.gov/cc/capandtrade/capandtrade.htm |
| 5. | **Climate Action Reserve** | means the program further described at http://www.climateactionreserve.org/how/program/ |
| 6. | **Digital Fuels Program** | means the program further described at https://pub.lucidpress.com/DigitalFuelsProgram/ |
| 7. | **Gas Auction Program** | means the Gas Auction Programs are specified in Schedule 13. |
| 8. | **Gold Standard** | means the industry initiative further described at http://www.goldstandard.org |

| | | |
|---|---|---|
| 9. | **NSW Energy Savings Scheme** | means the New South Wales initiative further described at http://www.ess.nsw.gov.au/Home |
| 10. | **Regional Greenhouse Gas Initiative** | means the multi-state initiative further described at http://www.rggi.org |
| 11. | **Standard Instruments Program** | means the Standard Instruments program further described at https://pub.lucidpress.com/CBL-Standard-Instruments-Program/ |
| 12. | **United States Environmental Protection Agency Cross State Air Pollution Rule** | means the multi-state initiative further described at https://www.epa.gov/csapr |
| 13. | **Verified Carbon Standard** | means the industry program further described at http://www.verra.org/project/vcs-program/ |
| 14. | **CERCarbono** | means the industry program further described at<br><br>https://www.cercarbono.com/ |
| 15. | **LCFS** | means the program developed under California Applicable Law and further described at<br><br>https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard |
| 16. | **I-REC** | means the industry program further described at<br><br>https://www.trackingstandard.org/ |
| 17. | **ACCU** | means the program developed under Australia Applicable Law and further described at<br><br>https://cer.gov.au/schemes/australian-carbon-credit-unit-scheme/australian-carbon-credit-units |

## ANNEX 2 - STATEMENT OF SUPPORT

Xpansiv Limited (ACN 610 645 148), a company incorporated under the laws of Australia with Australian offices at Level 13, 20 Bridge Street, Sydney, NSW, 2000, Australia and U.S. offices at 500 Fifth Ave, 55th Floor New York, NY 10110 USA ("**Xpansiv**"), hereby refers to the spot exchange platform services to be made available to you (including the market-making trading platform for ACCUs) by our subsidiaries CBL Markets (USA) LLC and CBL Markets (Australia) Pty Ltd. (each, a "**Market Operator**") pursuant to and in accordance with the applicable Market Rules.

It is our present policy to ensure that each Market Operator is managed so that it (i) maintains adequate financial resources, and (ii) is in a position to meet its obligations to you in its provision of the above-mentioned services.

The foregoing is a statement of our present policy only and accordingly shall not be construed as constituting a promise or warranty as to our future conduct or imposing on us any obligation to give you notice of any future change in policy. Nothing express or implied in this statement of support is intended to create, nor does it create, any legally binding obligations between us and you.

By accepting the Market Rules to use the spot exchange platform services (including the market-making trading platform for ACCUs) of one or more Market Operators, it is understood that you acknowledge the contents of this statement of support.