



# OPERATING RULES

Version 2.0

## INTRODUCTION

CBL Markets (the “**Market Operator**”) operates an exchange through which Participants execute (and Brokers facilitate the execution of) Transactions involving specified types of Products (the “**Market**”).

These Rules are the operating rules for the Market. In accordance with Applicable Law, these Rules are binding on the Market Operator and all Participants and Brokers.

These Rules should be read in conjunction with the Procedures and all Applicable Laws.

The Rules promote a fair, orderly and transparent market by defining how Participants can participate in the Market, how Brokers can broker in the Market, how the Market Operator will operate the Market and how compliance with the Rules will be enforced.

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## 1. INTERPRETATION AND APPLICATION OF THE RULES

### 1.1 Definitions

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

<b>Access Code</b>	means a unique username and password that enables a Representative to access the Market.
<b>American Carbon Registry</b>	means the industry initiative further described at <a href="http://americancarbonregistry.org">http://americancarbonregistry.org</a>
<b>American Renewable Energy Programs</b>	means the programs specified in item 10 of Schedule 1.
<b>Applicable Law</b>	means the local, state and federal laws applicable to the Market including but not limited to the laws specified in Item 1 of Schedule 1.
<b>Applicant</b>	means the entity seeking to be admitted to participate in the Market.
<b>Approved Clearing Bank</b>	means an authorised deposit taking institution appointed by Market Operator to provide a service that facilitates the secure and efficient money transfers associated with the clearing and settlement arrangements for the amount of funds the subject of Transactions executed in the Market for the benefit of Participants and Brokers. A list of Approved Clearing Banks is specified in Item 2 of Schedule 1.
<b>Approved Registry</b>	means a registry of accounts for the acquisition, holding and transfer of Units associated with a Product that facilitates the Unit transfers associated with the clearing and settlement arrangements for Units associated with Products the subject of Transactions executed in the Market for the benefit of Participants and Brokers. A list of Approved Registries is specified in Item 3 of Schedule 1.
<b>Australian Renewable Energy Target</b>	means the Large-scale Renewable Energy Target and the Small-scale Renewable Energy Scheme as further described at <a href="http://www.cleanenergyregulator.gov.au/RET/Pages/default.aspx">http://www.cleanenergyregulator.gov.au/RET/Pages/default.aspx</a>
<b>Bid</b>	means an electronic message submitted in the Market to buy a Product.
<b>Broker</b>	means the entity admitted to broker in the Market in accordance with these Rules and whose admission has not been terminated or whose resignation has not taken effect.
<b>Broker's Authorised Representative</b>	means an Employee of a Broker that has been authorized by the Broker to submit OTC Trades in the Market on behalf of a Participant (or only view the Broker's activities in the Market).
<b>Broker's Bank Account</b>	means the account in a bank or other financial institution designated by the Broker for the payment of fees (if any) associated with the Broker's activities in the Market.

<b>Broker's Designated Authorised Representative</b>	means an Employee of a Broker that has been authorized by the Broker to submit OTC Trades in the Market on behalf of a Participant (or only view the Broker's activities in the Market) and to act as the designated point of contact for the Broker.
<b>Broker Identification Number</b>	means the unique identification number allocated by Market Operator to each Broker.
<b>Broker's Representative</b>	means the Broker's Designated Authorized Representative and Broker's Authorized Representative(s) (if any).
<b>Business Day</b>	means any day other than: (a) a Saturday or Sunday; and (b) a day notified by Market Operator to Participants.
<b>California Cap and Trade Program</b>	means the program developed under Assembly Bill 32 and further described at <a href="http://www.arb.ca.gov/cc/capandtrade/capandtrade.htm">http://www.arb.ca.gov/cc/capandtrade/capandtrade.htm</a>
<b>Cash Settlement Account</b>	means the account within the Escrow Account that is exclusively dedicated to facilitating the transfers of monies associated with the clearing and settlement arrangements for funds associated with Transactions executed in the Market.
<b>Climate Action Reserve</b>	means the program further described at <a href="http://www.climateactionreserve.org/how/program/">http://www.climateactionreserve.org/how/program/</a>
<b>CME ClearPort</b>	means the OTC clearing service operated by CME Clearing Services
<b>Compliance Committee</b>	means the committee established to perform particular compliance functions in accordance with these Rules and the Procedures.
<b>Confirmed</b>	means the matching of OTC Trade Confirmations in relation to an OTC Trade or the matching of Indicative Trade Confirmations in relation to an Indicative Trade Submission.
<b>Designated Futures Exchange</b>	means a designated contract market for the trading of Futures Products. A list of Designated Futures Exchanges is specified in Item 11 of Schedule 1.
<b>Dispute</b>	means a market-related dispute between a Participant and another Participant in relation to any of these Rules.
<b>Employee</b>	means a director, employee, officer, agent, representative, consultant, adviser or contractor of a Participant, Broker or Market Operator.
<b>Escrow Account</b>	means a cash account in an Approved Clearing Bank in the name of Market Operator that is a central component of the Approved Clearing Bank's client disbursement management service (where such service exists) and is exclusively dedicated to facilitating the receiving, holding and transferring of monies in, to and from each Participant's Market Bank Account for and on behalf of each Participant.

<b>Exchange</b>	means the electronic trading platform operated by Market Operator allowing Participants to trade Products in the Market and allowing Brokers to broker Products in the Market.
<b>Force Majeure Event</b>	means an event or circumstance that, acting reasonably, Market Operator or a Participant or Broker 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.
<b>Futures Broker</b>	means a Broker that is also registered as a Futures Commission Merchant or Introducing Broker in accordance with Applicable Law.
<b>Futures Order</b>	means an electronic message submitted to bid, offer to buy, ask, or offer to sell a Futures Product submitted to the Market Operator for routing to a Designated Futures Exchange.
<b>Futures Participant</b>	means a Participant that is also a member of a Designated Futures Exchange.
<b>Futures Product</b>	means one of the Products specified in a Schedule referred to in Item 5 of Schedule 1 as a Futures Product.
<b>Futures Rules</b>	means the rules set forth in the rulebook of the applicable Designated Futures Exchange.
<b>Futures Trade Submission</b>	means an electronic message submitted by the Market Operator to a Designated Futures Exchange following receipt of corresponding Indicative Trade Confirmations as the result of a privately negotiated block trade between members of a Designated Futures Exchange.
<b>Futures Transaction</b>	means the contract formed via a Designated Futures Exchange between members of a Designated Futures Exchange: <ul style="list-style-type: none"> <li>(a) resulting from the entry of a Futures Order routed to a Designated Futures Exchange; or</li> <li>(b) specified in a Futures Trade Submission.</li> </ul>
<b>Gold Standard</b>	means the industry initiative further described at <a href="http://www.goldstandard.org">http://www.goldstandard.org</a>
<b>Government Authority</b>	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.
<b>Guidance Note</b>	means a document (containing information regarding certain provisions of the Rules and the operation of the Market) issued to provide Participants and Brokers with guidance in meeting their obligations under the Rules and Procedures.
<b>Indicative Trade Confirmation</b>	means an electronic message submitted to the Market Operator to confirm the details of an Indicative Trade Notification.
<b>Indicative Trade Notification</b>	means an electronic message submitted by the Market Operator following receipt of an Indicative Trade Submission.

<b>Indicative Trade Submission</b>	Means an electronic message submitted via the OTC Portal in relation to an over-the-counter transaction involving Futures Products as the result of a privately negotiated block trade between members of a Designated Futures Exchange.
<b>Market</b>	means the market for specified types of Products operated by Market Operator.
<b>Market Operator</b>	means the entity specified in Item 4 of Schedule 1.
<b>Matched</b>	means the electronic matching of Bids and Offers.
<b>MGEX</b>	means the Minneapolis Grain Exchange, Inc.
<b>NSW Energy Savings Scheme</b>	means the New South Wales initiative further described at <a href="http://www.ess.nsw.gov.au/Home">http://www.ess.nsw.gov.au/Home</a>
<b>Offer</b>	means an electronic message submitted in the Market to sell a Product.
<b>Operations Bank Account</b>	means the account in a bank or other financial institution designated by Market Operator for the transfer of funds in accordance with these Rules from each Participant's Bank Account and the Escrow Account.
<b>Order</b>	means a Bid or an Offer.
<b>Order Book</b>	means the centralized record system on the Exchange for recording all Orders.
<b>OTC Portal</b>	means the feature of the Exchange enabling Participants and Brokers to: <ul style="list-style-type: none"> <li>(a) submit OTC Trades for clearing via the Market; or</li> <li>(b) submit Indicative Trade Submissions for clearing via CME ClearPort.</li> </ul>
<b>OTC Trade</b>	Means an electronic message submitted in the Market in relation to an over-the-counter transaction between two Participants.
<b>OTC Trade Confirmation</b>	means an electronic message submitted in the Market to confirm the details of an OTC Trade.
<b>Panel</b>	means the panel of appropriately qualified persons referred to in paragraph 3.1 of Procedure 1.6.
<b>Participant</b>	means the entity admitted to participate in the Market in accordance with these Rules and whose admission has not been terminated or whose resignation has not taken effect.
<b>Participant Identification Number</b>	means the unique identification number allocated by Market Operator to each Participant.



<b>Participant's Authorized Representative</b>	<p>means an Employee of a Participant that has been authorized by the Participant to either:</p> <p>(a) to the extent authorised in writing by the Participant:</p> <ul style="list-style-type: none"> <li>(i) submit Orders and OTC Trades, confirm OTC Trades and execute Transactions in the Market;</li> <li>(ii) deposit funds into, and withdraw funds from, the Participant's Market Bank Account; and</li> <li>(iii) withdraw Units from the Participant's Market Registry Account (where applicable),</li> </ul> <p>on behalf of the Participant; or</p> <p>(b) only view the Participant's activities in the Market.</p>
<b>Participant's Bank Account</b>	<p>means the account in a bank or other financial institution designated by the Participant for the transfer of funds to and from the Participant's Market Bank Account.</p>
<b>Participant's Market Bank Account</b>	<p>means the account established (in the name of and for the benefit of the Participant) within or in connection with the Escrow Account that is exclusively dedicated to facilitating the receiving, holding and transferring of the Participant's funds and the money transfers associated with the clearing and settlement arrangements for the amount of funds the subject of Transactions executed in the Market.</p>
<b>Participant's Exchange Cash Account</b>	<p>means the account on the Exchange specifying the Participant's real-time cash position in the Market excluding any Futures Orders or Futures Transactions.</p>
<b>Participant's Exchange Product Account</b>	<p>means the account on the Exchange specifying the Participant's real-time Product position in the Market excluding any Futures Products or Futures Transactions.</p>
<b>Participant's Market Registry Account</b>	<p>has the meaning given to that term in the Schedule referred to in Item 5 of Schedule 1.</p>
<b>Participant's Registry Account</b>	<p>has the meaning given to that term in the Schedule referred to in Item 5 of Schedule 1.</p>

<p><b>Participant's Designated Authorized Representative</b></p>	<p>means an Employee of a Participant that has been authorized by the Participant to act as the designated point of contact for the Participant and either:</p> <p>(a) to the extent authorised in writing by the Participant:</p> <ul style="list-style-type: none"> <li>(i) submit Orders and OTC Trades, confirm OTC Trades and execute Transactions in the Market;</li> <li>(ii) deposit funds into, and withdraw funds from, the Participant's Market Bank Account; and</li> <li>(iii) withdraw Units from the Participant's Market Registry Account,</li> </ul> <p>on behalf of the Participant; or</p> <p>(b) only view the Participant's activities in the Market.</p>
<p><b>Participant's Representative</b></p>	<p>means the Participant's Designated Authorized Representative and Participant's Authorized Representative(s) (if any).</p>
<p><b>Pending Futures Transaction</b></p>	<p>means an Indicative Trade Submission submitted to the Market Operator that has not yet been Confirmed, amended or cancelled.</p>
<p><b>Pending Transaction</b></p>	<p>means an OTC Trade submitted to the Exchange that has not yet been Confirmed, amended or cancelled.</p>
<p><b>Procedures</b></p>	<p>means the written procedures issued by Market Operator under Rule 1.7.</p>
<p><b>Product</b></p>	<p>means one of the Products specified in a Schedule referred to in Item 5 of Schedule 1.</p>
<p><b>Regional Greenhouse Gas Initiative</b></p>	<p>means the multi-state initiative further described at <a href="http://www.rggi.org">http://www.rggi.org</a></p>
<p><b>Related Body Corporate</b></p>	<p>has the same meaning as in Applicable Law.</p>
<p><b>Representative</b></p>	<p>means either a Participant's Representative or a Broker's Representative as the context requires.</p>
<p><b>Review Committee</b></p>	<p>means the committee established to review and decide on a particular matter in accordance with these Rules and the Procedures.</p>
<p><b>Rules</b></p>	<p>means the operating rules set forth herein, as amended from time to time by Market Operator.</p>

<b>Suspension Event</b>	means any of the following events, as determined solely by Market Operator: (a) a failure of an electronic interface between the Exchange and an Approved Registry or an Approved Clearing Bank, CME ClearPort or a Designated Futures Exchange; and/or (b) a Force Majeure Event; and/or (c) 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 or the Market; and/or (d) a decision by Market Operator to exercise its powers under these Rules to suspend: (i) a Participant's or Broker's access to the Market; or (ii) trading in a specific type of Product; or (iii) the operation of the Market.
<b>Transaction</b>	means the contract formed (via Market Operator as a central counterparty) between the Participants: (a) responsible for the entry of an Offer and a Bid that have been Matched in the Market; or (b) responsible for the entry of the OTC Trade Confirmations in relation to an OTC Trade submitted via the OTC Portal.
<b>Unit</b>	means one of the types of electronic units specified in a Schedule referred to in Item 5 of Schedule 1.
<b>Unit Transition Account</b>	has the meaning given to that term in the Schedule referred to in Item 5 of Schedule 1.
<b>Verified Carbon Standard</b>	means the industry program further described at <a href="http://www.v-c-s.org/project/vcs-program/">http://www.v-c-s.org/project/vcs-program/</a>
<b>Website</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>

## 1.2 Interpretation.

In these 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 Rule includes all components of that Rule;
- (e) A reference to currency is the currency specified in Item 6 of Schedule 1, 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 defined in Applicable Law will, unless otherwise expressly defined in these Rules or the contrary intention appears, have the meaning in these Rules as 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 Rule (whether expressed in the Rules or not) is to be preferred to another interpretation;
- (j) A Rule is not to be interpreted against the interests of Market Operator merely because Market Operator prepared these Rules or because Market Operator relies on a provision of these Rules to protect itself; and
- (k) The relevant Rules, to be considered when considering an act or omission that may constitute a breach of the Rules, are those Rules that are in force at the relevant time of the act or omission.

### 1.3 **Application and effect of these Rules**

- (a) These Rules are the operating rules of the Market operated by Market Operator.
- (b) These Rules should be read in conjunction with:
  - (i) the Procedures; and
  - (ii) Applicable Law.
- (c) These Rules have effect as a binding contract:
  - (i) between Market Operator and each Participant;
  - (ii) between Market Operator and each Broker; and
  - (iii) as a continuous trading contract between each Participant and each other Participant (via Market Operator as a central counter party),under which:

- (iv) each Participant and Broker agrees to observe and to engage in the conduct required by the Rules; and
  - (v) Market Operator agrees to observe and to engage in the conduct required by the Rules.
- (d) If there is any inconsistency between these Rules and the Procedures, the terms of these Rules will prevail.
- (e) If there is any inconsistency between these Rules and Applicable Law, the Applicable Law will prevail to the extent of the inconsistency.

#### 1.4 **Changes to these Rules**

- (a) The Rules may only be supplemented, amended or deleted by Market Operator.
- (b) Unless otherwise provided in this Rule 1, any new Rule or amendment or deletion will be effective from the date determined by Market Operator.
- (c) Market Operator will make all new versions of these Rules publicly available.

#### 1.5 **Waiver of the Rules**

- (a) Market Operator may relieve a Participant or Broker from the obligation to comply with a provision of these 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 or Broker must apply for a waiver to be reviewed and reinstated on an annual basis.
- (d) Market Operator will maintain a register of waivers granted under this Rule.
- (e) Market Operator may at its absolute discretion keep confidential any aspect of a waiver that has been granted or applied for.
- (f) A Participant must keep confidential the conditions and existence of any waiver granted to the Participant.
- (g) A Participant must notify Market Operator of any breach of a waiver or a condition of a waiver.
- (h) Failure to comply with the terms and conditions of a waiver will render the Participant or Broker liable to action for contravening the Rule to which the waiver applied and this Rule.

#### 1.6 **Reviews**

- (a) A decision by Market Operator or any delegate of Market Operator under these Rules may only be reviewed:
  - (i) if the Rules state that the decision may be reviewed; and
  - (ii) in accordance with these Rules and the Procedures.

- (b) A review conducted by the Review Committee pursuant to these Rules must be conducted in accordance with these Rules and the Procedures.
- (c) A Participant or Broker can only request a review by:
  - (i) notifying Market Operator in accordance with these Rules and Procedures; and
  - (ii) providing Market Operator with the information/details of the decision under review as outlined in the Procedures.
- (d) A Participant or Broker 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 or Broker has failed to comply with a direction given by the Review Committee.

#### 1.7 **Procedures and Guidance Notes**

- (a) Market Operator may approve written procedures relating to the operation of these Rules, the Market and the conduct of Participants or Brokers.
- (b) Market Operator may amend the Procedures and create new Procedures, at any time by providing prior notice to Participants and Brokers.
- (c) The Procedures do not form part of the Rules except where a 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 Market Operator will issue Guidance Notes to Participants, Brokers and other stakeholders in connection with these Rules, the Procedures and the operation of the Market.
- (e) The Guidance Notes do not form part of the Rules.

#### 1.8 **Governing Law and Jurisdiction**

- (a) These 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) Market Operator, each Participant, each Broker and each 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 OR BROKER

### 2.1 Steps to becoming a Participant or Broker in the Market

To be admitted as a Participant or Broker in the Market, an Applicant must:

- (a) submit to Market Operator an accurately completed and signed application form together with copies of documents required to be submitted with the application form;
- (b) upon request, provide Market Operator with any other additional information requested by Market Operator in connection with the application; and
- (c) satisfy the eligibility requirements specified in Rule 2.2;

### 2.2 Eligibility requirements

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

- (a) *[Participants only]* be an account holder of an account in an Approved Registry; and
- (b) be the account holder of an account in a bank or other financial institution that, if the Applicant is admitted:
  - (i) as a Participant, will be the Participant's Bank Account; or
  - (ii) as a Broker, will be the Broker's Bank Account; and
- (c) satisfy to Market Operator that each director, the nominated 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; and
- (d) satisfy to Market Operator that the Applicant has the necessary organizational competencies, technical resources and security arrangements to monitor its Employees to ensure compliance with the Rules, including:
  - (i) internal systems to record and supervise all trading activities conducted by the Participant or Broker in connection with the Market;
  - (ii) internal processes and escalation procedures to immediately report to Market Operator a suspected or actual breach of the Rules or error in the Market; and
  - (iii) organisational capabilities to monitor the conduct of its Representatives and other Employees and any communications with other Participants, Brokers, Market Operator and Approved Registries;
- (e) satisfy to Market Operator that the Applicant meets the additional eligibility criteria (if any) specified in Item 8 of Schedule 1;
- (f) satisfy to Market Operator that it is of good reputation and business integrity;
- (g) satisfy to Market Operator that it maintains adequate financial resources;
- (h) satisfy to Market Operator that the Applicant meets any other criteria that Market Operator may require from a Participant.

### 2.3 **Application Assessment**

- (a) Market Operator will review and assess each application and the eligibility of each Applicant.
- (b) In the event that Market Operator refuses to approve an application, Market Operator will notify the Applicant of this refusal.
- (c) In the event that Market Operator approves an application, 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 Market Operator considers appropriate in its sole discretion.

### 2.4 **Commencement of participation**

- (a) The Applicant will be admitted as a Participant or Broker and commence participation in the Market when Market Operator notifies the Applicant of confirmation of:
  - (i) satisfaction of the eligibility criteria referred to in Rule 2.2; and
  - (ii) compliance by the Applicant with any conditions imposed on the admission of the Applicant; and
  - (iii) where applicable under Rule 3.1(m), receipt of payment of the invoiced amount.
- (b) Following admission as a Participant, Market Operator will provide:
  - (i) the Participant with details of the Participant's Participant Identification Number; and
  - (ii) each Participant's Representative with an activated Access Code, together with instructions for participating in the Market.
- (c) Following admission as a Broker, Market Operator will provide:
  - (i) the Broker with details of the Broker's Broker Identification Number; and
  - (ii) each Broker's Representative with an activated Access Code, together with instructions for participating in the Market.

### 2.5 **Representatives**

- (a) A Participant or Broker may apply to Market Operator to have Employees approved as Representatives.
- (b) Market Operator will review and assess each application for a Representative and determine whether the Participant or Broker has satisfied Market Operator that the nominated 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 Representative when Market Operator notifies the Participant's Designated Authorized Representative (or Broker's Designated Authorized Representative) of confirmation of compliance by the nominated Employee (or the Participant or Broker) with any requirements made by Market Operator to provide further information or records.



- (d) Following an approval of an Employee as a Representative, Market Operator will provide the new 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) Market Operator may review one or more applications for a Representative concurrently with an Applicant's application to become a Participant or Broker made under Rule 2.1.
- (f) Each Representative hereby agrees to abide by the Rules, the Procedures, Applicable Law and any notices, technical specifications, directions, decisions, requirements and conditions issued by Market Operator.

### **3. ONGOING COMPLIANCE OF PARTICIPANTS AND BROKERS**

#### **3.1 Continuing obligations**

- (a) Each Participant and Broker is responsible for establishing, maintaining and administering reasonable supervisory procedures to ensure that its Representatives comply with the Rules, the Procedures, Applicable Law and any notices, technical specifications, directions, decisions, requirements and conditions issued by Market Operator.
- (b) Each Participant and Broker must ensure that it, and its Representatives, at all times comply with the Rules, the Procedures, Applicable Law and any notices, technical specifications, directions, decisions, requirements and conditions issued by Market Operator.
- (c) Without limiting Rule 3.1(a):
  - (i) each Participant must at all times continue to satisfy all requirements under Rule 2.2; and
  - (ii) each Broker must at all times continue to satisfy all requirements under Rule 2.2 (other than Rule 2.2(a)).
- (d) Each Participant and Broker must immediately notify Market Operator of details of changes:
  - (i) to the information provided in and with the application form under Rule 2.1;
  - (ii) to an Employee, or the authority of an Employee, performing the role of Representative; or
  - (iii) that may affect the Participant's or Broker's ability to comply with this Rule 3 including any investigations or alleged breaches of Applicable Laws.
- (e) Each Participant and Broker must, in relation to its activities as a Participant or Broker, at all times comply with all Applicable Laws and act in a manner which maintains a fair, orderly and transparent market.
- (f) Each Participant and Broker must ensure that the information it submits or otherwise provides to Market Operator is not false or misleading.
- (g) Each Participant and Broker must ensure that each of its Representatives is sufficiently trained and has adequate experience, knowledge and competency.
- (h) Each:
  - (i) Participant must ensure that neither it, nor any of its Representatives, transfer, lose or misuse the Participant's Participant Identification Number or a Participant's 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 Market Operator, the Market and any other Participant or Broker for a violation or attempted violation of this Rule; and
  - (ii) Broker must ensure that neither it, nor any of its Representatives, transfer, lose or misuse the Broker's Broker Identification Number or a Broker's 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 Broker will be liable for any loss or damage suffered by Market Operator, the Market and any other Participant or Broker for a violation or attempted violation of this Rule.

- (i) Each Participant and Broker must at all times have and maintain the necessary organizational competencies, technical resources and security arrangements to monitor its Employees to ensure compliance with the Rules, including:
  - (i) internal systems to record and supervise all:
  - (ii) trading activities conducted by the Participant in connection with the Market; or
  - (iii) broking activities conducted by the Broker in connection with the Market.
  - (iv) internal processes and escalation procedures to immediately report to Market Operator a suspected or actual breach of the Rules or error in the Market; and
  - (v) organizational capabilities to monitor the conduct of its Representatives and other Employees and any communications with other Participants, Brokers, Market Operator, Approved Clearing Banks and Approved Registries.
- (j) Each Participant and Broker must at all times have one or more persons, identified to Market Operator, who are competent to advise the Participant or Broker on the application of these Rules.
- (k) Each Participant and Broker must at all times observe high standards of integrity, market conduct, commercial honor, fair dealing, and just and equitable principles of trade while conducting or attempting to conduct any activity on the Market.
- (l) Each Participant and Broker must not:
  - (i) misuse or attempt to misuse the Market or Exchange;
  - (ii) use or attempt to use the Market or Exchange for any fraudulent or wrongful purpose; or
  - (iii) engage or attempt to engage in any manipulative or disruptive market practice on the Market or Exchange.
- (m) Where an applicable fee under this Rule is specified in the Procedures, 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.

### 3.2 Recordkeeping

- (a) Each Participant and Broker must make and keep (or cause to be kept), for a period of five (5) years, complete and accurate books and records required to be kept under the Rules, the Procedures, and Applicable Law in relation to its participation in the Market.
- (b) Each Participant and Broker must comply with record-keeping requirements in accordance with the Rules, the Procedures, and Applicable Law and produce these records in legible form for inspection by Market Operator on demand.

### 3.3 Responsible for actions of representatives and employees

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

### 3.4 Notification

Each Participant and Broker must inform Market Operator immediately if:

- (a) it becomes subject to external administration within the meaning of an Applicable Law or if a director or office holder of the Participant or Broker becomes bankrupt or insolvent;
- (b) any event occurs that may make a material adverse change to the financial position or resources of the Participant or Broker;
- (c) an Access Code is transferred, lost, misused, used by a Representative other than the Representative to whom the Access Code has been assigned, or is otherwise compromised;
- (d) any legal, regulatory or disciplinary action is taken (or anticipated) that could reasonably be expected by Market Operator to impact on the Participant's or Broker's ability to comply with its obligations as a Participant or Broker (whether under these Rules or otherwise);
- (e) its overseas activities may have a material adverse impact on its ability to meet its obligations under these Rules; or
- (f) it becomes aware that it, or one or more of its Representatives or Employees, is about to violate or has violated (or has attempted to violate) any provision of:
  - (i) the Rules; or
  - (ii) the Procedures; or
  - (iii) an Applicable Law.

## **4. CEASING TO BE A PARTICIPANT OR BROKER**

### **4.1 Resignation**

- (a) A Participant or Broker must provide Market Operator with at least one (1) month written notice of its proposed resignation.
- (b) Market Operator may, in its absolute discretion but provided Market Operator is acting reasonably, refuse to accept a notice of resignation in the event that Market Operator considers there is an outstanding matter concerning the Participant or Broker that is subject to an ongoing investigation or ongoing enforcement action.

### **4.2 Termination**

If a Participant or Broker breaches these Rules, Market Operator may, in accordance with these Rules, terminate the Participant's or Broker's participation in the Market.

### **4.3 Consequences of resignation or termination**

A Participant or Broker 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 Rules in respect of the Participant's or Broker's conduct during the period of participation in the Market;
- (b) will remain responsible and liable under these Rules for its acts and omissions and those of its Employees and Representatives during the period of participation in the Market;
- (c) must comply with any directions issued by Market Operator, including (for Participants only) directions that relate to the Participant's Market Registry Account(s) or the Participant's Market Bank Account.

## **5. TRADING**

### **5.1 Access to the Market**

- (a) Access to the Market is restricted to Representatives via their activated individual Access Codes.
- (b) To access the Market, Representatives must have a suitable internet connection, computer hardware and software and communication connections.
- (c) A Participant is responsible for all obligations and liabilities arising from its and its Participant Representatives' use of the Market and the Exchange and the entry, amendment, deletion and execution of all electronic messages, including Orders, OTC Trades, OTC Trade Confirmations, Futures Orders, Indicative Trade Submissions and Indicative Trade Confirmations submitted by the Participant.
- (d) It is the obligation of a Participant and its Participant's Representative(s) to ensure the accuracy of all details and the integrity and bona fides of all Orders, OTC Trades, OTC Trade Confirmations, Futures Orders, Indicative Trade Submissions and Indicative Trade Confirmations and other communications or instructions submitted by or on behalf of the Participant.
- (e) A Broker is responsible for all obligations and liabilities arising from its and its Broker Representatives' use of the Market and the Exchange and the entry, amendment, deletion and execution of all electronic messages, including OTC Trades and Indicative Trade Submissions submitted by the Broker.
- (f) It is the obligation of a Broker and its Broker's Representative(s) to ensure the accuracy of all details and the integrity and bona fides of all OTC Trades and Indicative Trade Submissions and other communications or instructions submitted by or on behalf of the Broker.

### **5.2 Hours of operation**

- (a) 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, Futures Orders and Indicative Trade Submissions may be submitted, amended or cancelled.
- (b) Each Participant and Broker acknowledges that access to the Market and the Exchange may be restricted from time to time.
- (c) Market Operator will use its best endeavours to provide prior notification to Participants and Brokers advising of scheduled outages and subsequent notification for any unscheduled outages, or for any other reason Participants' or Brokers' access to the Market or the Exchange is restricted.

### **5.3 Products**

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

### **5.4 Orders and matching**

The Rules for Orders and matching are set out in the Schedules applicable to the Products the subject of the Order.

## 5.5 **OTC Trades**

The Rules for OTC Trades are set out in the Schedules applicable to the Products the subject of the OTC Trade.

## 5.6 **Cancellation of Orders, OTC Trades and Pending Transactions**

- (a) An Order in the Market that is not Matched at the close of trading will automatically be cancelled by 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.

## 5.7 **Futures Orders**

The Rules for Futures Orders are set out in the Schedules applicable to the Futures Products that are the subject of the Futures Order.

## 5.8 **Indicative Trade Submissions**

The Rules for Indicative Trade Submissions are set out in the Schedules applicable to the Futures Products the subject of the Indicative Trade Submission.

## 5.9 **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 and the execution, clearing and settlement of Transactions in the Market and any other activities of the Participant in connection with the Market; and
- (b) and any other activities of the Participant in connection with the Market or otherwise, including Indicative Trade Submissions, Indicative Trade Confirmations, and the subsequent execution, clearing and settlement of Futures Transactions in CME ClearPort or a Designated Futures Exchange.

## **6. CLEARING AND SETTLEMENT**

### **6.1 Clearing and settlement arrangements**

- (a) Each Participant that is a party to a Transaction acknowledges that automated clearing and settlement arrangements have been incorporated into the design and operation of the Market and authorizes Market Operator to take such action as is necessary to clear and settle each Transaction.
- (b) The clearing and settlement arrangements provided to facilitate the efficient and orderly processing of Transactions are specified in the Procedures.
- (c) Market Operator may take any action it considers necessary against a Participant to ensure that there are adequate arrangements for the clearing and settling of Transactions.
- (d) A Participant must pay Market Operator the applicable fee specified in the Procedures for each Transaction in the Market. Participants acknowledge that these fees will be deducted by Market Operator from the funds associated with each Transaction in accordance with the Procedures.
- (e) Please see Rule 12 for clarification on clearing and settlement.
- (f) The clearing and settlement arrangements for Futures Transactions are provided by CME ClearPort and any Designated Futures Exchange.



## 7. FAIR AND ORDERLY MARKET

### 7.1 Market Operator's orderly market powers

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

- (a) rejecting one or more Orders, OTC Trades, OTC Trade Confirmations or other electronic messages submitted to Market Operator or entered into the Market;
- (b) suspending or halting trading in all or part of the Market;
- (c) directing any Participant or Broker to take, or not to take, specified action in connection with the Market; or
- (d) modifying, restricting or suspending access by one or more Participants or Brokers to all or part of the Market.

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

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

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

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

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

### 7.4 Market-related disputes

- (a) A Participant may notify Market Operator of any market-related dispute between the Participant and another Participant arising in relation to any of the Rules (a "**Dispute**").
- (b) Market Operator will consider a Dispute as soon as reasonably practicable following the referral by a Participant.
- (c) In considering a Dispute, Market Operator may make any enquiries relevant to the Dispute, seek information from the relevant Participants and Broker (if any) and determine how the Dispute will be considered.
- (d) 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) Market Operator will notify each Participant and Broker (if any) involved in the Dispute, of the action, if any, it proposes to take.
- (f) Market Operator will not take steps to implement the action proposed in a notice issued pursuant to Rule 7.4(e), unless:

- (i) the period for notifying a request for a review under Rule 7.5(a) has expired (unless the Participants affected agree to waive that period); or
  - (ii) in the sole opinion of Market Operator circumstances require the proposed action to be taken immediately.
- (g) Subject to Rule 7.5, the exercise by Market Operator of its powers under Rule 7.4(d) is final and binding on the Participant(s) and Broker (if any).
- (h) Subject to Rule 7.5, the relevant Participants and Broker (if any) must comply with any request made, or directions given, by Market Operator under this Rule 7.4.

#### 7.5 **Review of Dispute**

- (a) A Participant or Broker involved in a Dispute under rule 7.4 may request a review of the proposed exercise of the powers in Rule 7.4(d) by notifying Market Operator of such request by 10 a.m. on the first Business Day following the Participant's or Broker's receipt of the notice issued pursuant to Rule 7.4(e).
- (b) Upon receipt of a request for a review that has been made under Rule 7.5(a) and is in accordance with these Rules, 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 Rule 7.5 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) Market Operator and each Participant and Broker 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 Rule 7.4.
- (f) The Review Committee will make a decision and may take any action or give any direction available to Market Operator under Rule 7.4(d), or confirm the decision of Market Operator under Rule 7.4.
- (g) The Review Committee's decision shall be final and binding.

#### 7.6 **Other powers**

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

## **8. MONITORING & INVESTIGATION**

### **8.1 Monitoring compliance and investigation**

- (a) Market Operator will monitor the Market and the execution, clearing and settlement of Transactions for the purpose of ensuring a fair, orderly and transparent market.
- (b) Market Operator will monitor compliance by Participants and Brokers with the Rules and may at any time investigate the activities of a Participant or Broker.

### **8.2 Information**

- (a) As part of any investigation, Market Operator may require a Participant or Broker to provide any information, document or record relating to the Participant's or Broker's activities in connection with the Market or the performance by the Participant or Broker of its obligations under the Rules. Subject to Rule 8.2(b), such information shall be provided to Market Operator within 10 Business Days of any such request.
- (b) As part of any investigation, Market Operator may require the immediate production of documents, relevant to trading by the Participant or broking by the Broker, that are in the Participant's or Broker's possession, custody, power or control.
- (c) Market Operator may require the immediate provision by a Participant or Broker of accurate information about its Transactions and other activities in the Market in a format, electronic or otherwise, as specified by Market Operator.
- (d) Market Operator may require a Participant or Broker to permit Market Operator to access its premises in order to inspect any records or information required by Market Operator as part of any investigation.
- (e) Market Operator may give any direction to a Participant or Broker, in relation to an investigation by Market Operator under these Rules, which Market Operator considers is reasonably necessary to preserve the integrity of an investigation by Market Operator or is otherwise appropriate having regard to the obligations of the Market Operator.

### **8.3 Independent Report by a Qualified Person**

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

### **8.4 Costs**

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

## **9. DISCIPLINARY ACTIONS, SANCTIONS AND OTHER POWERS**

### **9.1 Rule violations**

- (a) It shall be an offense for a Participant or Broker or any of its Representatives to violate any Rule or any agreement made with Market Operator, or to engage in fraud, misconduct, dishonourable or dishonest conduct, or in conduct which is inconsistent with just and equitable principles of trade.
- (b) Each Participant and Broker must, if requested or directed by Market Operator, assist Market Operator in any investigation into potential violations of the Rules or the Procedures. Such assistance must be timely and may include, but not be limited to, producing documents, answering questions from Market Operator or its designee, and/or appearing in connection with an investigation.

### **9.2 Disciplinary actions**

- (a) If Market Operator determines in its sole discretion that a Participant or Broker has violated, attempted to violate or is about to violate any Rule, Market Operator may, by notice to the Participant or Broker, impose one or more sanctions set forth in Rule 9.4 without conducting a formal disciplinary proceeding. The determination of Market Operator under this Rule 9.2(a) is binding on the relevant Participant or Broker, subject to Rule 9.2(b).
- (b) A Participant or Broker the subject of a determination under Rule 9.2(a) may request a review of a determination by Market Operator under Rule 9.2(a) by notifying Market Operator of that request in accordance with these Rules and within 10 Business Days following the Participant's or Broker's receipt of the notice of the Market Operator determination.
- (c) Market Operator will establish a Review Committee to review a determination under Rule 9.2(a) which is the subject of a request for review made in accordance with these Rules.
- (d) Market Operator may refer an alleged violation of the Rules to a Review Committee without making a determination under this 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 or Broker and Market Operator.

### **9.3 Agreed outcomes**

- (a) Market Operator may, by agreement with a Participant or Broker, and without making a determination under Rule 9.2(a), impose a sanction of the kind described in Rule 9.4 in relation to a violation of these Rules or an alleged contravention of these Rules.
- (b) If a Review Committee is established under Rule 9.2, Market Operator and the Participant or Broker 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**

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

- (a) a written warning;
- (b) the suspension or restriction of access by Participant or Broker or any Representative to the Market;
- (c) a public statement identifying the Participant or Broker and outlining the Rule violation;
- (d) termination of participation on any conditions that are appropriate, including as to the continued application of these Rules to the Participant or Broker;
- (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 Rules;
- (g) a requirement to pay the reasonable costs of Market Operator and any Review Committee;
- (h) a requirement to provide an undertaking by a Participant or Broker to complete an education and/or compliance program; and
- (i) any other sanction set out in the Procedures.

#### 9.5 **Register of decisions**

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

#### 9.6 **Other default powers**

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

- (a) the capacity of the Participant or Broker to meet its obligations to Market Operator or one or more other Participants;
- (b) the financial position of Market Operator; or
- (c) the reputation of the Market Operator; or
- (d) the Market;

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

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

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

**10. [RESERVED]**

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **11.1 Protection of Intellectual Property Rights**

- (a) Participants or Brokers must not infringe the Intellectual Property Rights of Market Operator, a Related Body Corporate of Market Operator or any third party in relation to the use of the Exchange or participation in the Market.
- (b) Other than with Market Operator's express written permission, reproduction of part or all of the contents in any form of the Exchange is prohibited and may not be copied or shared with a third party.
- (c) Each Participant and Broker indemnifies Market Operator, on demand, for any loss or damage that Market Operator may suffer as a result of an actual infringement of Intellectual Property Rights arising out of the Participant's or Broker's use of the Exchange in a manner prohibited by the Rules.

### **11.2 Meaning of Intellectual Property Rights**

In this 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, Broker or Market Operator whether or not registered, registrable or patentable.

**12. LIMITATION OF LIABILITY; NO WARRANTIES AND MGEX DISCLAIMER**

12.1 EXCEPT AS PROVIDED BELOW, MARKET OPERATOR AND ITS AFFILIATES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTICIPANTS AND BROKERS (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 DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH 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 OR THE MARKET OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS AND SERVICES, INCLUDING WITHOUT LIMITATION ELECTRONIC ORDER ENTRY/DELIVERY, TRADING THROUGH ANY ELECTRONIC MEANS, ELECTRONIC COMMUNICATION OF MARKET DATA OR INFORMATION, WORKSTATIONS USED BY PARTICIPANTS OR BROKERS (AND THEIR RESPECTIVE REPRESENTATIVES AND EMPLOYEES), PRICE REPORTING SYSTEMS AND ANY AND ALL TERMINALS, COMMUNICATIONS NETWORKS, CENTRAL COMPUTERS, SOFTWARE, HARDWARE, FIRMWARE AND PRINTERS RELATING THERETO;
- (b) ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION OR TERMINATION, OR ANY OTHER EVENT, OF THE MARKET OR EXCHANGE 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 UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF ANY OF THE DISCLAIMING PARTY’S SYSTEMS, SERVICES, EQUIPMENT OR FACILITIES BY ANY PERSON; AND
- (e) IN ADDITION TO THE FOREGOING AND SPECIFICALLY PERTAINING TO MGEX, ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER CAUSE IN CONNECTION WITH THE OPERATION OF THE UNIT TRANSITION ACCOUNT (EXCHANGE CLEARING HOLDING ACCOUNT), MARKET, OR TRANSACTION OF ANY PRODUCTS ASSOCIATED WITH THE CALIFORNIA CAP AND TRADE PROGRAM, INCLUDING BUT NOT LIMITED TO FINANCIAL PERFORMANCE, DELIVERY OF UNITS, ANY ACTION RELATING TO THE CALIFORNIA AIR RESOURCES BOARD COMPLIANCE INSTRUMENT TRACKING SYSTEM, OR ANY ACTION TAKEN AT THE DIRECTION OF, OR PURSUANT TO THE REGULATIONS OR GUIDANCE OF, THE CALIFORNIA AIR RESOURCES BOARD.

THE FOREGOING LIMITATION OF LIABILITY:

- 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



- MAY NOT BE RELIED UPON BY MARKET OPERATOR OR A PARTICIPANT OR BROKER (EACH, A “**CONTRACTING PARTY**”) TO THE EXTENT THAT THE CONTRACTING PARTY SEEKING TO RELY ON THIS RULE 12.1 HAS BREACHED THESE RULES (OR OTHERWISE BEEN GROSSLY OR WILFULLY NEGLIGENT) 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 OR ANY SYSTEM OR SERVICE OF ANY DISCLAIMING PARTY OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH MARKET, EXCHANGE, SYSTEMS OR SERVICES.
- 12.3 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.
- 12.4 **EXTENSION OF LIABILITY EXCLUSIONS AND LIMITATIONS TO OTHERS.** TO THE EXTENT PERMITTED BY LAW, EACH EXCLUSION AND LIMITATION IN THIS RULE 12 EXTENDS TO EVERY RELATED BODY CORPORATE OF MARKET OPERATOR AND EVERY EMPLOYEE ACTING FOR OR ON BEHALF OF MARKET OPERATOR OR A RELATED BODY CORPORATE AS IF A REFERENCE TO MARKET OPERATOR INCLUDED A REFERENCE TO EACH OF THEM. THE BENEFIT OF ANY LIMITATION OR EXCLUSION UNDER THIS RULE 12 IN FAVOR OF ANY PERSON OTHER THAN MARKET OPERATOR UNDER THIS RULE 12 IS HELD BY MARKET OPERATOR FOR THE BENEFIT OF THOSE OTHER PERSONS AND MARKET OPERATOR MAY ENFORCE THAT BENEFIT ON THEIR BEHALF.
- 12.5 **MGEX DISCLAIMER.** NOTWITHSTANDING ANY TERMINOLOGY OR ANY PROVISIONS IN THE RULES, PROCEDURES, OR THEIR ATTENDANT SCHEDULES AND APPENDICES, MGEX IS NOT ACTING AS A CENTRAL COUNTERPARTY TO ANY TRANSACTION ON THE MARKET. MGEX IS NOT CLEARING OR SETTLING ANY SUCH TRANSACTION AS THOSE TERMS ARE COMMONLY UNDERSTOOD IN THE DERIVATIVES INDUSTRY. MGEX IS NOT PROVIDING, AND EXPRESSLY DISCLAIMS, ANY FINANCIAL PERFORMANCE OR GUARANTY 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, MGEX IS NOT ACTING AS, NOR IS IT CONDUCTING 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 RULES, PROCEDURES, OR THEIR ATTENDANT SCHEDULES AND APPENDICES, 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 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. GENERAL**

### **13.1 Confidentiality**

- (a) 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 or Broker. The circumstances in which Market Operator is authorized to disclose or use such information include the following:
- (i) disclosure as required by Applicable Law;
  - (ii) disclosure to any Government Authority or clearing and 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;
  - (v) for the purposes of monitoring compliance with, or the enforcement of, the Rules or the determination of those matters including, without limitation, under Rule 9;
  - (vi) where disclosure is required to enable Market Operator to fulfil its obligations in accordance with these Rules; and
  - (vii) for the purposes of market data analysis and any other market data services.
- (b) Each Participant and Broker:
- (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
  - (iii) must not publicly display or otherwise redistribute, retransmit, process or disseminate any market data or other confidential information.

### **13.2 Complaints**

All complaints against Market Operator or its Employees should be made in accordance with the Procedures.

### **13.3 Fees and charges**

- (a) A Participant or Broker must pay to Market Operator all applicable fees and any other costs specified in the Procedures and due in accordance with these Rules or pursuant to any agreement signed with Market Operator. Any such fees or other costs specified in the Procedures may be amended by Market Operator in accordance with the Procedures.
- (b) If the payments referred to in Rule 13.3(a) fail to occur for any reason associated with the Participant's Bank Account or the Broker's Bank 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.

### **13.4 Taxes**

- (a) Participants are liable for all stamp duty and other taxes or duties that may arise in respect of any Transaction to which it is a party or any services provided by Market

Operator under these Rules. Participants will indemnify Market Operator against liability for any taxes or duties so arising under this Rule and Market Operator may set off any applicable taxes against any monies owed by Market Operator to the Participant.

- (b) All fees and any other costs due in accordance with these Rules, the Procedures or in any agreement signed by Market Operator are, unless expressly stated otherwise, exclusive of taxes.
- (c) If any tax is or will be payable on a supply made by Market Operator under or in connection with these Rules or the Procedures that is exclusive of taxes:
  - (i) the consideration otherwise provided for that supply is increased by the amount of that tax; and
  - (ii) 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 13.5 applies).
- (d) The right of a Participant to recover any amount of tax from Market Operator is subject to:
  - (i) the Participant first providing evidence (satisfactory to 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 Market Operator; and
  - (ii) except where Rule 13.5 applies, the Participant issuing the relevant tax invoice or adjustment note to Market Operator within 1 month of the Participant's liability to that tax arising.
- (e) Each Participant indemnifies 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.

13.5 **[Reserved]**

13.6 **[Reserved]**

13.7 **Notifications**

- (a) All notifications under these Rules by a Participant or Broker 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 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 or Broker must have and maintain an operating e-mail system for the purposes of receiving notices under these Rules.
- (d) If Market Operator must give notice under these Rules to some or all Participants or Brokers, accidental omission by Market Operator to give notice to one or more Participants or Brokers does not affect the validity or enforceability of any resolution, decision, proceeding or act in connection with which the notice is required.

**SCHEDULE 1 – GENERAL**

Item		Description
1	<b>Applicable Law</b>	<p>With reference to the definition of Applicable Law in Rule 1.1, the specified laws are:</p> <ul style="list-style-type: none"> <li>(a) Anti-Money Laundering Laws;</li> <li>(b) Market Integrity Rules; and</li> <li>(c) Recordkeeping and reporting requirements.</li> </ul>
2	<b>Approved Clearing Bank</b>	<p>With reference to the definition of Approved Clearing Bank in Rule 1.1, the Approved Clearing Bank is:</p> <ul style="list-style-type: none"> <li>(a) Wells Fargo Bank where the Market Operator is CBL Markets (USA) LLC; or</li> <li>(b) Westpac Banking Corporation where the Market Operator is CBL Markets (Australia) Pty Ltd.</li> </ul>
3	<b>Approved Registry</b>	<p>With reference to the definition of Approved Registry in Rule 1.1, the Approved Registry is:</p> <ul style="list-style-type: none"> <li>(a) specified in Schedule 2 for Products associated with the Regional Greenhouse Gas Initiative; and</li> <li>(b) specified in Schedule 3 for Products associated with the California Cap and Trade Program; and</li> <li>(c) specified in Schedule 4 for Products associated with the Verified Carbon Standard; and</li> <li>(d) specified in Schedule 5 for Products associated with the Gold Standard; and</li> <li>(e) specified in Schedule 6 for Products associated with the Climate Action Reserve; and</li> <li>(f) specified in Schedule 7 for Products associated with the American Carbon Registry; and</li> <li>(g) specified in Schedule 8 for Products associated with the Australian Renewable Energy Target; and</li> <li>(h) specified in Schedule 9 for Products associated with the NSW Energy Savings Scheme; and</li> <li>(i) specified in Schedule 10 for Products associated with one or more American Renewable Energy Programs.</li> </ul>

<b>4</b>	<b>Market Operator</b>	<p>With reference to the definition of Market Operator in Rule 1.1, the Market Operator is:</p> <ul style="list-style-type: none"> <li>(a) CBL Markets (USA) LLC for Products specified in Schedules 2, 3, 10 and 11; and</li> <li>(b) CBL Markets (Australia) Pty Ltd for Products specified in Schedules 4, 5, 6, 7, 8 and 9.</li> </ul>
<b>5</b>	<b>Product</b>	<p>With reference to the definition of Product in Rule 1.1, the specified Products are:</p> <ul style="list-style-type: none"> <li>(a) specified in Schedule 2 for Products associated with the Regional Greenhouse Gas Initiative; and</li> <li>(b) specified in Schedule 3 for Products associated with the California Cap and Trade Program; and</li> <li>(c) specified in Schedule 4 for Products associated with the Verified Carbon Standard; and</li> <li>(d) specified in Schedule 5 for Products associated with the Gold Standard; and</li> <li>(e) specified in Schedule 6 for Products associated with the Climate Action Reserve; and</li> <li>(f) specified in Schedule 7 for Products associated with the American Carbon Registry; and</li> <li>(g) specified in Schedule 8 for Products associated with the Australian Renewable Energy Target; and</li> <li>(h) specified in Schedule 9 for Products associated with the NSW Energy Savings Scheme;</li> <li>(i) specified in Schedule 10 for Products associated with one or more American Renewable Energy Programs; and</li> <li>(j) specified in Schedule 11 for Futures Products governed by the Futures Rules of the New York Mercantile Exchange, Inc. owned and operated by CME Group, Inc., and CME ClearPort.</li> </ul>
<b>6</b>	<b>Currency</b>	<p>With reference to currency in Rule 1.2, the specified currency is specified in the exhibits to the Schedules.</p>
<b>7</b>	<b>Time / Governing Law &amp; Jurisdiction</b>	<p>With reference to time in Rule 1.2 and the references to governing law and jurisdiction in Rule 1.8, the specified jurisdiction is:</p> <ul style="list-style-type: none"> <li>(a) the State of New York, USA where the Market Operator is CBL Markets (USA) LLC; and</li> <li>(b) the State of New South Wales, Australia where the Market Operator is CBL Markets (Australia) Pty Ltd.</li> </ul>

<p><b>8</b></p>	<p><b>Additional Eligibility Criteria</b></p>	<p>With reference to Rule 2.2(e):</p> <p>(a) if the Applicant is seeking to become a Futures Participant, the Applicant must be a member of a Designated Futures Exchange; and</p> <p>(b) if the Applicant is seeking to become a Futures Broker, the Applicant must be registered as a Futures Commission Merchant or Introducing Broker in accordance with Applicable Law.</p>
<p><b>9</b></p>	<p><b>Limit of Market Operator's Liability</b></p>	<p>With reference to <b>Rule 12.3</b>, Market Operator's total combined aggregate liability is limited to and shall not exceed USD5,000,000.</p>
<p><b>10</b></p>	<p><b>American Renewable Energy Programs</b></p>	<p>With reference to the definition of American Renewable Energy Programs in Rule 1.1, the American Renewable Energy Programs are specified in Schedule 10.</p>
<p><b>11</b></p>	<p><b>Designated Futures Exchange</b></p>	<p>With reference to the definition of Designated Futures Exchange in Rule 1.1, the Designated Futures Exchange is:</p> <p>(a) specified in Schedule 11 for Futures Products governed by the Futures Rules of the New York Mercantile Exchange, Inc. owned and operated by CME Group, Inc., and CME ClearPort.</p>

**SCHEDULE 2 – PRODUCTS ASSOCIATED WITH THE REGIONAL GREENHOUSE GAS INITIATIVE****1. Defined Terms**

- (a) **Approved Registry** means the CO<sub>2</sub> Allowance Tracking System for the Regional Greenhouse Gas Initiative (RGGI COATS).
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant's Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant's Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 2.
- (f) **Unit** means one of the following:
  - (i) a compliance instrument for the Regional Greenhouse Gas Initiative defined as a "CO<sub>2</sub> Allowance"; or
  - (ii) a compliance instrument for the Regional Greenhouse Gas Initiative defined as a "CO<sub>2</sub> Offset Allowance".

**5.4 Orders and matching**

- (a) Only a Participant's 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.
- (c) All OTC Trades submitted to the Market:
- (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
- (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and

- (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

EXHIBIT 2A – RGGI VINTAGE 2017 CO<sub>2</sub> ALLOWANCE SPOT PRODUCT

Contract Specification	
<b>Description</b>	The Regional Greenhouse Gas Initiative (“RGGI”) Vintage 2017 CO <sub>2</sub> Allowance Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of RGGI CO <sub>2</sub> Allowances. RGGI CO <sub>2</sub> Allowances acceptable for delivery are those having a vintage corresponding to the specified vintage year, or allowances having a vintage of any year prior to the specified vintage year.
<b>Product Code</b>	RGA
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1,000 RGGI CO <sub>2</sub> Allowances
<b>Currency</b>	USD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (USD0.01) per RGGI CO <sub>2</sub> Allowance
<b>Registry</b>	Regional Greenhouse Gas Initiative CO <sub>2</sub> Allowance Tracking System (“RGGI COATS”)
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on U.S. Business Days (*16:00 on the last Business Day of the week)

**SCHEDULE 3 – PRODUCTS ASSOCIATED WITH THE CALIFORNIA CAP AND TRADE PROGRAM****1. Defined Terms**

- (a) **Approved Registry** means the Compliance Instrument Tracking System Service (CITSS).
- (b) **Unit Transition Account** means the exchange clearing holding account in the Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market and according to California Air Resources Board Regulations. Notwithstanding any terminology to the contrary, the Unit Transition Account is in the name of and held by MGEX, which has delegated certain operational functions to Market Operator in accordance with these Rules.
- (c) **Participant's Market Registry Account** – *Note: this term is not used in this Schedule.*
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Unit Transition Account.
- (d) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 3.
- (e) **Unit** means a "compliance instrument" as that term is defined by the Applicable Law for the California Cap and Trade Program.

**5.4 Orders and matching**

- (a) Only a Participant's 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
  - (iii) may have the optional attributes specified in the Procedures.
- (d) All Orders entered in the Market:
  - (i) must be made on a 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 Rule 5.6;
  - (iv) 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 Market Operator in accordance with these Rules;
  - (v) will be Matched based on price/time priority, subject to the exceptions set out in the Procedures; and
  - (vi) must otherwise comply with the Procedures.

- (e) A Participant may only submit a Bid if sufficient funds are shown as “available” in the buying Participant’s Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as “available” in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator and MGEX to transfer the number and type of Units associated with the Products the subject of the Offer out of the Unit Transition Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant’s Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant’s Market Bank Account to the extent that the Bid (or part of it) is Matched with an Offer; and
  - (ii) is instructing Market Operator and MGEX to deliver the number and type of Units associated with the Products the subject of a Transaction to the buying Participant’s Registry Account.
- (i) Market Operator may 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant’s Representative or a Broker’s Representative may submit OTC Trades in the Market.
- (b) An OTC Trade submitted to the Market:
  - (i) must be submitted via the OTC Portal;
  - (ii) must be a spot transaction and have the mandatory attributes specified in the Procedures; and

- (iii) may have the optional attributes specified in the Procedures.
- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator may impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as "available" in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator and MGEX to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the Unit Transition Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Market Bank Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):

- (i) is authorizing Market Operator and MGEX to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed;
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of a Transaction to the buying Participant's Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 3A – CALIFORNIA CARBON ALLOWANCE VINTAGE 2016 SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The California Carbon Allowance Vintage 2016 Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of greenhouse gas emissions allowances issued by the California Air Resources Board or a linked program (“California Carbon Allowance”) under the “California Cap and Trade Program”. California Carbon Allowances acceptable for delivery are those having a vintage corresponding to the specified vintage year, or allowances having a vintage of any year prior to the specified vintage year.
<b>Product Code</b>	CCAv16
<b>Clearing &amp; Settlement</b>	Units associated with Products the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure utilizing the Unit Transition Account (an Exchange Clearing Holding Account exclusively dedicated for use in connection with the Market). Units owned by a Participant are transferred into the Participant’s Registry Account based on netted end of week positions.
<b>Lot Size</b>	1,000 California Carbon Allowances
<b>Currency</b>	USD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (USD0.01) per California Carbon Allowance
<b>Registry</b>	Compliance Instrument Tracking System Service (“CITSS”)
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on U.S. Business Days (*16:00 on the last Business Day of the week)



**EXHIBIT 3B – CALIFORNIA CARBON ALLOWANCE VINTAGE 2017 SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The California Carbon Allowance Vintage 2017 Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of greenhouse gas emissions allowances issued by the California Air Resources Board or a linked program (“California Carbon Allowance”) under the “California Cap and Trade Program”. California Carbon Allowances acceptable for delivery are those having a vintage corresponding to the specified vintage year.
<b>Product Code</b>	CCAv17
<b>Clearing &amp; Settlement</b>	Units associated with Products the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure utilizing the Unit Transition Account (an Exchange Clearing Holding Account exclusively dedicated for use in connection with the Market). Units owned by a Participant are transferred into the Participant’s Registry Account based on netted end of week positions.
<b>Lot Size</b>	1,000 California Carbon Allowances
<b>Currency</b>	USD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (USD0.01) per California Carbon Allowance
<b>Registry</b>	Compliance Instrument Tracking System Service (“CITSS”)
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on U.S. Business Days (*16:00 on the last Business Day of the week)

**EXHIBIT 3C – CALIFORNIA CARBON ALLOWANCE VINTAGE 2018 SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The California Carbon Allowance Vintage 2018 Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of greenhouse gas emissions allowances issued by the California Air Resources Board or a linked program (“California Carbon Allowance”) under the “California Cap and Trade Program”. California Carbon Allowances acceptable for delivery are those having a vintage corresponding to the specified vintage year.
<b>Product Code</b>	CCAv18
<b>Clearing &amp; Settlement</b>	Units associated with Products the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure utilizing the Unit Transition Account (an Exchange Clearing Holding Account exclusively dedicated for use in connection with the Market). Units owned by a Participant are transferred into the Participant’s Registry Account based on netted end of week positions.
<b>Lot Size</b>	1,000 California Carbon Allowances
<b>Currency</b>	USD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (USD0.01) per California Carbon Allowance
<b>Registry</b>	Compliance Instrument Tracking System Service (“CITSS”)
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on U.S. Business Days (*16:00 on the last Business Day of the week)

**EXHIBIT 3D – CALIFORNIA CARBON ALLOWANCE VINTAGE 2019 SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The California Carbon Allowance Vintage 2019 Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of greenhouse gas emissions allowances issued by the California Air Resources Board or a linked program (“California Carbon Allowance”) under the “California Cap and Trade Program”. California Carbon Allowances acceptable for delivery are those having a vintage corresponding to the specified vintage year.
<b>Product Code</b>	CCAv19
<b>Clearing &amp; Settlement</b>	Units associated with Products the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure utilizing the Unit Transition Account (an Exchange Clearing Holding Account exclusively dedicated for use in connection with the Market). Units owned by a Participant are transferred into the Participant’s Registry Account based on netted end of week positions.
<b>Lot Size</b>	1,000 California Carbon Allowances
<b>Currency</b>	USD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (USD0.01) per California Carbon Allowance
<b>Registry</b>	Compliance Instrument Tracking System Service (“CITSS”)
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on U.S. Business Days (*16:00 on the last Business Day of the week)

**SCHEDULE 4 – PRODUCTS ASSOCIATED WITH THE VERIFIED CARBON STANDARD****1. Defined Terms**

- (a) **Approved Registry** means the APX Verified Carbon Standard Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant's Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant's Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 4.
- (f) **Unit** means an instrument for the Verified Carbon Standard defined as a "Verified Carbon Unit".

**5.4 Orders and matching**

- (a) Only a Participant's 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):

- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 4A – VCS VERIFIED CARBON UNITS SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The Verified Carbon Standard (“VCS”) Verified Carbon Units Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of VCS Verified Carbon Units. VCS Verified Carbon Units acceptable for delivery are those having the attributes corresponding to the attributes specified in the Transaction.
<b>Product Code</b>	VCU
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 VCS Verified Carbon Unit
<b>Currency</b>	USD, EUR, GBP, AUD, CAD
<b>Minimum Price Fluctuation</b>	The price convention shall be 0.01 of the specified currency per VCS Verified Carbon Unit
<b>Registry</b>	APX Verified Carbon Standard Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market is open 24 hours a day on NSW Business Days



**SCHEDULE 5 – PRODUCTS ASSOCIATED WITH THE GOLD STANDARD INITIATIVE****1. Defined Terms**

- (a) **Approved Registry** means the Gold Standard Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant's Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant's Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 5.
- (f) **Unit** means an instrument for the Gold Standard initiative defined as a "Verified Emission Reduction".

**5.4 Orders and matching**

- (a) Only a Participant's 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):

- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 5A – GOLD STANDARD VERIFIED EMISSION REDUCTIONS SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The Gold Standard Verified Emission Reductions Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of Gold Standard Verified Emission Reductions. Gold Standard Verified Emission Reductions acceptable for delivery are those having the attributes corresponding to the attributes specified in the Transaction.
<b>Product Code</b>	VER
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 Gold Standard Verified Emission Reduction
<b>Currency</b>	USD, EUR, GBP, AUD, CAD
<b>Minimum Price Fluctuation</b>	The price convention shall be 0.01 of the specified currency per Gold Standard Verified Emission Reduction
<b>Registry</b>	Gold Standard Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market is open 24 hours a day on NSW Business Days

**SCHEDULE 6 – PRODUCTS ASSOCIATED WITH THE CLIMATE ACTION RESERVE****1. Defined Terms**

- (a) **Approved Registry** means the Climate Action Reserve Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant's Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant's Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 6.
- (f) **Unit** means an instrument for the Climate Action Reserve defined as a "Climate Reserve Tonne".

**5.4 Orders and matching**

- (a) Only a Participant's 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## 5.5 OTC Trades

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):



- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 6A – CAR CLIMATE RESERVE TONNES SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The Climate Action Reserve (“CAR”) Climate Reserve Tonne Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of CAR Climate Reserve Tonnes. CAR Climate Reserve Tonnes acceptable for delivery are those having the attributes corresponding to the attributes specified in the Transaction.
<b>Product Code</b>	CRT
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 CAR Climate Reserve Tonne
<b>Currency</b>	USD, EUR, GBP, AUD, CAD
<b>Minimum Price Fluctuation</b>	The price convention shall be 0.01 of the specified currency per CAR Climate Reserve Tonne
<b>Registry</b>	Climate Action Reserve Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market is open 24 hours a day on NSW Business Days

## SCHEDULE 7 – PRODUCTS ASSOCIATED WITH THE AMERICAN CARBON REGISTRY

### 1. Defined Terms

- (a) **Approved Registry** means the American Carbon Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant’s Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant’s Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant’s Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 7.
- (f) **Unit** means an instrument for the American Carbon Registry defined as an “Emission Reduction Ton”.

### 5.4 Orders and matching

- (a) Only a Participant’s 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## 5.5 OTC Trades

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):

- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 7A – ACR EMISSION REDUCTION TONNES SPOT PRODUCT**

Contract Specification	
<b>Description</b>	The American Carbon Registry (“ACR”) Vintage 2016 Emission Reduction Tonnes Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of ACR Emission Reduction Tonnes. ACR Emission Reduction Tonnes acceptable for delivery are those having the attributes corresponding to the attributes specified in the Transaction.
<b>Product Code</b>	ERT
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 ACR Emission Reduction Tonne
<b>Currency</b>	USD, EUR, GBP, AUD, CAD
<b>Minimum Price Fluctuation</b>	The price convention shall be 0.01 of the specified currency per ACR Emission Reduction Tonne
<b>Registry</b>	American Carbon Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market is open 24 hours a day on NSW Business Days

## **SCHEDULE 8 – PRODUCTS ASSOCIATED WITH AUSTRALIAN RENEWABLE ENERGY TARGET**

### **1. Defined Terms**

- (a) **Approved Registry** means the Australian REC Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant’s Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant’s Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant’s Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 8.
- (f) **Unit** means one of the following:
  - (i) a compliance instrument issued for the Large-scale Renewable Energy Target defined as a “Large-scale Generation Certificate” (LGC); or
  - (ii) a compliance instrument issued for the Small-scale Renewable Energy Scheme defined as a “Small-scale Technology Certificate” (STC).

### **5.4 Orders and matching**

- (a) Only a Participant’s 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.
- (c) All OTC Trades submitted to the Market:
- (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
- (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and

- (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

## EXHIBIT 8A – LRET VINTAGE 2016 LARGE-SCALE GENERATION CERTIFICATE SPOT PRODUCT

Contract Specification	
<b>Description</b>	The Large-scale Renewable Energy Target (“LRET”) Large-scale Generation Certificate Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of LRET Large-scale Generation Certificates. LRET Large-scale Generation Certificates acceptable for delivery are those having a vintage corresponding to the specified vintage year, or having a vintage of any year prior to the specified vintage year.
<b>Product Code</b>	LGC
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 LRET Large-scale Generation Certificate
<b>Currency</b>	AUD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (AUD0.01) per LRET Large-scale Generation Certificate
<b>Registry</b>	Australian REC Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on NSW Business Days (*16:00 on the last Business Day of the week)

## EXHIBIT 8B – SRES VINTAGE 2016 SMALL-SCALE TECHNOLOGY CERTIFICATE SPOT PRODUCT

Contract Specification	
<b>Description</b>	The Small-scale Renewable Energy Scheme (“SRES”) Small-scale Technology Certificate Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of SRES Small-scale Technology Certificates. SRES Small-scale Technology Certificates acceptable for delivery are those having a vintage corresponding to the specified vintage year, or having a vintage of any year prior to the specified vintage year.
<b>Product Code</b>	STC
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 SRES Small-scale Technology Certificate
<b>Currency</b>	AUD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (AUD0.01) per SRES Small-scale Technology Certificate
<b>Registry</b>	Australian REC Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on NSW Business Days (*16:00 on the last Business Day of the week)

## SCHEDULE 9 – PRODUCTS ASSOCIATED WITH THE NSW ENERGY SAVINGS SCHEME

### 1. Defined Terms

- (a) **Approved Registry** means the NSW Greenhouse Gas Reduction Scheme Registry.
- (b) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (c) **Participant's Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (d) **Participant's Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant's Market Registry Account.
- (e) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 9.
- (f) **Unit** means a compliance instrument for the NSW Energy Savings Scheme defined as an "Energy Savings Certificate".

### 5.4 Orders and matching

- (a) Only a Participant's 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):



- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

## EXHIBIT 9A – NSW ESS VINTAGE 2016 ENERGY SAVINGS CERTIFICATE SPOT PRODUCT

Contract Specification	
<b>Description</b>	The NSW Energy Savings Scheme (“ESS”) Vintage 2016 Energy Savings Certificate Spot Product represents a standardized, cleared contract for immediate (“spot”) physical delivery of ESS Energy Savings Certificates. ESS Energy Savings Certificates acceptable for delivery are those having a vintage corresponding to the specified vintage year, or having a vintage of any year prior to the specified vintage year.
<b>Product Code</b>	ESC
<b>Clearing &amp; Settlement</b>	Units associated with Products that are the subject of Transactions are pre-cleared and physically settled through Market Operator’s Payment versus Delivery Clearing and Settlement structure. Units are delivered on a spot basis (intra-day based on netted end of day positions) into the Participant’s Market Registry Account, an account exclusively dedicated for use in connection with the Market.
<b>Lot Size</b>	1 ESS Energy Savings Certificate
<b>Currency</b>	AUD
<b>Minimum Price Fluctuation</b>	The price convention shall be One Cent (AUD0.01) per ESS Energy Savings Certificate
<b>Registry</b>	NSW Greenhouse Gas Reduction Scheme Registry
<b>Market</b>	<a href="http://www.cblmarkets.com">www.cblmarkets.com</a>
<b>Trading Hours</b>	Market Open: 10:00 – 18:00* Eastern Time Monday through Friday on NSW Business Days (*16:00 on the last Business Day of the week)

**SCHEDULE 10 – PRODUCTS ASSOCIATED WITH AMERICAN RENEWABLE ENERGY PROGRAMS**

**1. Defined Terms**

- (a) **American Renewable Energy Programs** means the programs specified in Table 10.1 below.
- (b) **Approved Registry** means one or more of the registries specified in Table 10.1 below.
- (c) **Unit Transition Account** means the account in an Approved Registry that is exclusively dedicated to facilitating the transfers of Units associated with the clearing and settlement arrangements for Products in the Market.
- (d) **Participant’s Market Registry Account** means the account in an Approved Registry that the Participant has exclusively dedicated for use in connection with the Market by exclusively authorising Market Operator to transfer Units to and from this account in accordance with these Rules.
- (e) **Participant’s Registry Account** means the account in the Approved Registry designated by the Participant for the transfer of Units to and from the Participant’s Market Registry Account.
- (f) **Product** means a contract as further specified in a contract specification attached as an exhibit to this Schedule 10.
- (g) **Unit** means an instrument for an American Renewable Energy Program specified in Table 10.1 below.

Table 10.1

<b>American Renewable Energy Program</b>	<b>Approved Registry</b>	<b>Units</b>
North American Renewable Energy Certificate Standards further described at <a href="http://www.narecs.com">http://www.narecs.com</a>	North American Renewables Registry	<i>tbc</i>
Western Renewable Energy Generation Information System (WREGIS) further described at <a href="https://www.wecc.biz/WREGIS">https://www.wecc.biz/WREGIS</a>	WREGIS Registry	<i>tbc</i>
Midwest Renewable Energy Tracking System (M-RETS) further described at <a href="https://mrets.org">https://mrets.org</a>	M-RETS Registry	<i>tbc</i>
North Carolina Renewable Energy Tracking System (NC-RETS) further described at <a href="http://www.ncrets.org">http://www.ncrets.org</a>	NC-RETS Registry	<i>tbc</i>
Texas Renewable Energy Credit Trading Program further described at <a href="http://www.ercot.com/services/programs/rec">http://www.ercot.com/services/programs/rec</a>	ERCOT Registry	<i>tbc</i>

American Renewable Energy Program	Approved Registry	Units
Michigan Renewable Energy Certification System (MIRECS) further described at <a href="http://www.mirecs.org">http://www.mirecs.org</a>	MIRECS Registry	<i>tbc</i>
New England Power Pool Generation Information System (NEPOOL GIS) further described at <a href="http://www.nepoolgis.com">http://www.nepoolgis.com</a>	NEPOOL GIS Registry	<i>tbc</i>
PJM EIS Generation Attribute Tracking System (PJM-GATS) further described at <a href="https://www.pjm-eis.com">https://www.pjm-eis.com</a>	PJM-GATS Registry	<i>tbc</i>
New York Generation Attribute Tracking System (NYGATS) further described at <a href="https://nygats.ny.gov">https://nygats.ny.gov</a>	NYGATS Registry	<i>tbc</i>
APX Transferable Instruments for Global Renewables (TIGRs) further described at <a href="http://tigrs.apx.com">http://tigrs.apx.com</a>	TIGRs Registry	<i>tbc</i>

**5.4 Orders and matching**

- (a) Only a Participant’s 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 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 Rule 5.6;
  - (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 Market Operator in accordance with these 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 Participant may only submit a Bid if sufficient funds are shown as available in the buying Participant's Exchange Cash Account and which are not the subject of one or more other Bids or OTC Trade Confirmations involving the Participant.
- (f) A Participant may only submit an Offer if the Products the subject of the proposed offer are shown as available in the selling 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 (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the Offer out of the selling Participant's Market Registry Account to the extent that the Offer (or part of it) is Matched with a Bid; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of a Transaction to the selling Participant's Market Bank Account.
- (h) When submitting a Bid, the buying Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the amount of funds the subject of a Bid out of the buying Participant's Market Bank 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 Units associated with the Products the subject of a Transaction to the buying Participant's Market Registry Account.
- (i) 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) 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 Rules, or to otherwise ensure a fair, orderly and transparent market.
- (m) The matching of Orders in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (n) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and the Procedures.

## **5.5 OTC Trades**

- (a) Only a Participant's Representative or a Broker's Representative may submit OTC Trades in the Market.
- (b) 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.

- (c) All OTC Trades submitted to the Market:
  - (i) by a Participant must be made on a Participant's own behalf and on behalf of the other Participant named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (ii) by a Broker must be made on behalf of the two (2) Participants named in the OTC Trade and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) are firm and available for confirmation, subject to Rule 5.6;
  - (iv) are Pending Transactions and will remain open until such time as they are Confirmed, amended or cancelled in accordance with these Rules and the Procedures;
  - (v) must otherwise comply with the Procedures.
- (d) Market Operator will impose restrictions and limits in relation to the entry of OTC Trades or the execution of Transactions associated with OTC Trades.
- (e) Participants must set, monitor and control their own internal restrictions and limits.
- (f) A Participant may amend or withdraw an OTC Trade at any time before it is Confirmed.
- (g) Market Operator may cancel an OTC Trade at any time before it is Confirmed in the circumstances that the OTC Trade does not comply with the Rules, or to otherwise ensure a fair, orderly and transparent market.
- (h) An OTC Trade is Confirmed at the point in time when Market Operator receives the matching OTC Trade Confirmations in relation to an OTC Trade.
- (i) Only a Participant's Representative may submit OTC Trade Confirmations in the Market.
- (j) A buying 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 Participant's Exchange Cash Account and which are not the subject of one or more Bids or other OTC Trade Confirmations involving the Participant.
- (k) A selling 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 shown as available in the selling Participant's Exchange Product Account and are not the subject of one or more Offers or other OTC Trade Confirmations involving the Participant.
- (l) When submitting an OTC Trade Confirmation, the selling Participant (with reference to Rule 6):
  - (i) is authorizing Market Operator to transfer the number and type of Units associated with the Products the subject of the OTC Trade Confirmation out of the selling Participant's Market Registry Account after the OTC Trade is Confirmed; and
  - (ii) is instructing Market Operator to deliver the amount of funds the subject of the Transaction to the selling Participant's Exchange Cash Account.
- (m) When submitting an OTC Trade Confirmation, the buying Participant (with reference to Rule 6):

- (i) is authorizing Market Operator to transfer the amount of funds the subject of the OTC Trade Confirmation out of the buying Participant's Market Bank Account after the OTC Trade is Confirmed; and
- (iii) is instructing Market Operator to deliver the number and type of Units associated with the Products the subject of the Transaction to the buying Participant's Market Registry Account.
- (n) The confirming of OTC Trades in the Market results in the execution of a Transaction between the relevant Participants (via Market Operator as a central counterparty).
- (o) Transactions executed in the Market are subject to the clearing and settlement arrangements outlined in these Rules and Procedures.

**EXHIBIT 10A – #*[DRAFTING NOTE: EXHIBITS TO BE FINALISED]*#**



**SCHEDULE 11 – FUTURES PRODUCTS GOVERNED BY THE FUTURES RULES OF THE NEW YORK MERCANTILE EXCHANGE, INC. OWNED AND OPERATED BY CME GROUP, INC., AND CME CLEARPORT**

**1. Defined Terms**

- (a) **Designated Futures Exchange** means the New York Mercantile Exchange (“NYMEX”) operated by the CME Group as a Designated Contract Market that offers Futures Products subject to NYMEX rules and regulations available at <http://www.cmegroup.com/company/nymex.html>.
- (b) **Futures Product** means a contract as further specified in a contract specification referenced in an exhibit to this Schedule 11.

**5.7 Futures Orders**

*[#to be confirmed]*

**5.8 Indicative Trade Submissions**

- (a) Only a Broker’s Representative of a Futures Broker may submit Indicative Trade Submissions to the Market Operator.
- (b) An Indicative Trade Submission submitted to the Market Operator:
  - (i) must be submitted via the OTC Portal;
  - (ii) must be submitted as a matched trade made on behalf of the two (2) counterparties named in the Indicative Trade Submission (that are both members of the Designated Futures Exchange) and must not be made on behalf of any other Participants or any other entity or person;
  - (iii) is a Pending Futures Transaction and will remain open until such time as it is Confirmed, amended or cancelled in accordance with these Rules, the Procedures and the Futures Rules;
  - (iv) must otherwise comply with the Procedures and the Futures Rules.
- (c) Market Operator may impose restrictions and limits in relation to the entry of Indicative Trade Submissions.
- (d) Futures Participants must set, monitor and control their own internal restrictions and limits.
- (e) A Futures Broker may amend or withdraw an Indicative Trade Submission at any time before it is Confirmed.
- (f) Market Operator may cancel an Indicative Trade Submission at any time before it is Confirmed for any reason.
- (g) Following receipt of an Indicative Trade Submission, the Market Operator will submit an Indicative Trade Notification to the Futures Broker and the two (2) counterparties named in the Indicative Trade Submission requesting confirmation of the terms of the Indicative Trade Submission within 15 minutes of the time of submitting the Indicative Trade Notification.
- (h) An Indicative Trade Submission is Confirmed at the point in time when Market Operator receives the matching Indicative Trade Confirmations in relation to an Indicative Trade

Submission. If matching Indicative Trade Confirmations are not received by the Market Operator within 15 minutes of the time of submitting the Indicative Trade Notification then the Indicative Trade Submission is automatically cancelled.

- (i) Only a Participant's Representative of a Futures Participant or an authorised representative of a member of the Designated Futures Exchange may submit Indicative Trade Confirmations to the Market Operator.
- (j) When submitting an Indicative Trade Confirmation, each counterparty (with reference to Rule 6) is authorizing and instructing Market Operator to submit a Futures Trade Submission to the Designated Futures Exchange via CME ClearPort.
- (k) The submission of a Futures Trade Submission to the Designated Futures Exchange via CME ClearPort results in the execution of a Futures Transaction between the relevant members of the Designated Futures Exchange in accordance with the Futures Rules.
- (l) Futures Transactions executed in the Designated Futures Exchange via CME ClearPort are subject to the clearing and settlement arrangements outlined in the Futures Rules.

**EXHIBIT 11A – TABLE OF FUTURES PRODUCTS GOVERNED BY THE FUTURES RULES OF THE NEW YORK MERCANTILE EXCHANGE, INC. OWNED AND OPERATED BY CME GROUP, INC., AND CME CLEARPORT**

<b>Futures Product</b>	<b>CBL Futures Product Code Format*</b>	<b>Contract Specification</b>
CBL California Carbon Allowance Vintage-Specific 2016 Futures	CCAv16- <i>mmmyy</i>	<a href="http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2016_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2016_contractSpecs_futures.html</a>
CBL California Carbon Allowance Vintage-Specific 2017 Futures	CCAv17- <i>mmmyy</i>	<a href="http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2017_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2017_contractSpecs_futures.html</a>
CBL California Carbon Allowance Vintage-Specific 2018 Futures	CCAv18- <i>mmmyy</i>	<a href="http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2018_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2018_contractSpecs_futures.html</a>
CBL California Carbon Allowance Vintage-Specific 2019 Futures	CCAv19- <i>mmmyy</i>	<a href="http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2019_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2019_contractSpecs_futures.html</a>
CBL California Carbon Allowance Vintage-Specific 2020 Futures	CCAv20- <i>mmmyy</i>	<a href="http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2020_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/cbl-california-carbon-allowance-vintage-2020_contractSpecs_futures.html</a>
Daily European Union Allowance (EUA) Futures	[#TBC]	<a href="http://www.cmegroup.com/trading/energy/emissions/daily-european-union-allowance_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/daily-european-union-allowance_contractSpecs_futures.html</a>
In Delivery Month European Union Allowance (EUA) Futures	[#TBC]	<a href="http://www.cmegroup.com/trading/energy/emissions/in-delivery-month-european-union-allowance_contractSpecs_futures.html">http://www.cmegroup.com/trading/energy/emissions/in-delivery-month-european-union-allowance_contractSpecs_futures.html</a>

\* *mmmyy* = month and year of contract maturity