### RULES AND DIRECTIVES OF BURSA MALAYSIA DERIVATIVES CLEARING BERHAD ("BMDC RULES AND DIRECTIVES")

### AMENDMENTS TO THE BMDC RULES AND DIRECTIVES IN RELATION TO THE THE REVISION OF THE 5-YEAR MALAYSIAN GOVERNMENT SECURITIES FUTURES CONTRACT AND OTHER AMENDMENTS

RULE	EXISTING PROVISIONS	RULE	AMENDED PROVISIONS
1.01	Definitions	1.01	<u>Definitions</u>
	None		Directives instructions, directions, rulings, guidelines or operating procedures the Clearing House issues (including any amendment made) by whatever name called for or in connection with any of the Rules including:  (a) any decision, request or requirement the Clearing House makes or imposes pursuant to any act or thing done under the Rules;  (b) any terms and conditions imposed pursuant to any act or thing done under the Rules; and  (c) any requirement the Clearing House imposes for the proper operation and management of the Clearing House's facilities.
1.03	Rules of the Clearing House	1.03	Rules of the Clearing House
	These Rules must be read together with:		These Rules must be read together with:
			(a) the Directives:
	(a) the Securities Laws; and		(ab) the Securities Laws; and
	(b) any other laws or requirements of any relevant authority applicable to Clearing Participants or Registered Persons.		(bc) any other laws or requirements of any relevant authority applicable to Clearing Participants or Registered Persons.

1.04			Pinding offset of the Bules
1.04	Binding effect of the Rules	1.04	Binding effect of the Rules
	These Rules are binding on Clearing Participants and Registered Persons in the manner set out in:		These Rules are binding on Clearing Participants and Registered Persons in the manner set out in:
	(a) section 354(2) of the Act; and		(a) section <u>354355(</u> 2) of the Act; and
	(b) Rule 1.05.		(b) Rule 1.05.
1.05	Covenants to observe Rules	1.05	Covenants to observe Rules
	These Rules have the effect of a contract between:		These Rules have the effect of a contract between:
	(a) the Clearing House and Clearing Participants under which each Clearing Participant covenants with the Clearing House to observe these Rules and to perform the obligations that these Rules purport to impose on the Clearing Participant in the manner set out by these Rules; and		(a) the Clearing House and Clearing Participants under which each Clearing Participant covenants with the Clearing House to observe these Rules and the Directives and to perform the obligations that these Rules and the Directives purport to impose on the Clearing Participant in the manner set out by these Rules and the Directives; and
	(b) the Clearing House and Registered Persons under which each Registered Person covenants with the Clearing House to observe these Rules and to perform the obligations that these Rules purport to impose on the Registered Person in the manner provided by these Rules.		(b) the Clearing House and Registered Persons under which each Registered Person covenants with the Clearing House to observe these Rules and the Directives and to perform the obligations that these Rules and the Directives purport to impose on the Registered Person in the manner provided by these Rules and the Directives.
2.01	Exercise of powers	2.01	Exercise of powers
	(1) Subject to the provisions of the Securities Laws, the Clearing House may exercise its powers in such manner and on such terms as it considers necessary or expedient.		(1) No change
	(2) The powers of the Clearing House includes:		(2) The powers of the Clearing House includes:
	(a) making new rules;		(a) No change
	(b) adding to, repealing, enforcing, waiving or modifying compliance with a Rule;		(b) No change

	administering, managing and formulating policies in		
	elation to these Rules;	(c)	No change
w	ssuing directives, guidelines, rulings, instructions by whatever named called for the purposes of or in connection with any of these Rules;	(d)	issuing directives Directives, guidelines, rulings, instructions by whatever named called for the purposes of or in connection with any of these Rules;
a	nterpreting conclusively any provision in these Rules and any directives having regard to the spirit, intention, burpose and the substance of such Rules;	(e)	interpreting conclusively any provision in these Rules and any directives Directives having regard to the spirit, intention, purpose and the substance of such Rules;
	granting, suspending or revoking the rights of any Clearing Participant or Registered Person;	(f)	No change
d ir s	mposing terms and conditions in relation to any decision, approval or act done by the Clearing House n connection with these Rules at any time and subsequently at any time revoke, vary or amend such erms and conditions;	(g)	No change
(h) e	enforcing directions given by the Commission;	(h)	No change
c to	aking such actions as it may determine necessary in connection with the failure of any Clearing Participant o maintain the financial requirements pursuant to Chapter 3 of these Rules or to fully discharge any of its obligations to the Clearing House when due;	(i)	No change
	determining the variables used to calculate the Performance Bond for all or any Clearing Participants;	(j)	No change
to R	equiring a Clearing Participant or its Relevant Person o provide reports, information, Documents, Books and Records to the Clearing House in relation to any matter under these Rules;	(k)	No change
[Refer t	to Directive No. 2.01(2)-001]		

(1)	pursuant to a finding from any inspection or investigation on a Clearing Participant, requiring the Clearing Participant to take appropriate action against any of its employees or agents if such person caused the Clearing Participant to violate these Rules;	(1)	No change
(m)	undertaking a readiness audit on a Clearing Participant or requiring a Clearing Participant to carry out its own readiness audit, with the scope, criteria and manner to be determined by the Clearing House;	(m)	No change
[Ref	er to Directive No. 2.01(2)-002]		
(n)	imposing charges, fees (including clearing fees), expenses, disbursements or any other amount due to the Clearing House;	(n)	No change
(0)	referring any act or conduct of a Clearing Participant or Registered Person to an appropriate authority;	(0)	No change
(p)	appointing a committee, sub-committee, officers of the Clearing House or an agent to exercise the Clearing House's powers under these Rules, where appropriate;	(p)	No change
(q)	requiring a Clearing Participant to provide on demand assurances in such form, to such extent and in such manner as is determined by the Clearing House to be appropriate by reference to, among other things, the level of exposure of such Clearing Participant to the Clearing House or such other matter as the Clearing House considers appropriate;	(q)	No change
(r)	limiting the Clearing House's exposure to all or any Clearing Participants;	(r)	No change
[Ref	er to Directive No. 2.01(2)-003]		

			TOTORES CONTRACT AND OTHER AMENDMENTS
(s)	consolidating all Open Positions of a Seller or Buyer, whether held by the same Clearing Participant or different Clearing Participants, in such manner as it deems fit;	(s)	No change
[Re	efer to Directive No. 2.01(2)-004]		
(t)	undertaking any further, ancillary or consequential action pursuant to an initial decision or action taken by the Clearing House, the Commission or the Exchange in relation to a Clearing Participant or Registered Person;	(t)	No change
(u)	exercising all such other powers as may be necessary for purposes of monitoring compliance with and enforcement of these Rules and directives;	(u)	exercising all such other powers as may be necessary for purposes of monitoring compliance with and enforcement of these Rules and directives Directives;
(v)	rectifying any error made in the provision of any of its services, facilities or operations;	(v)	No change
[Ref	er to Directive No. 2.01(2)-005]		
(w)	releasing the findings and results of any inspection or investigation, or testimony or documentation in connection with a disciplinary proceeding or appeal to the Commission, Exchange or any other relevant body or authority (in Malaysia or outside of Malaysia) as the Clearing House considers fit, or to such parties as the Clearing House considers fit for the purposes of the Clearing House's investigation, enforcement or both; and	(w)	No change
(x)	exercising any power and taking any action (including preventive or pre-emptive action) which in the opinion of the Clearing House is necessary to protect the integrity of the Clearing House.	(x)	No change
	exercise of any specific powers conferred on the ring House in any other provision in these Rules does	(3) No ch	nange

	(4)	not prejudice or waive the exercise of any power by the Clearing House under Rule 2.01(2).  Where any provision of these Rules empowers, authorises or enables the Clearing House to do or enforce the doing of any act or thing, the Clearing House has all such powers or rights as may be necessary or reasonably incidental to the Clearing House doing or enforcing the doing of the act or thing.  A Clearing Participant and Registered Person must comply with and give effect to any directives the Clearing House issues in exercising the powers under these Rules.		(4)	No change  A Clearing Participant and Registered Person must comply with and give effect to any directives Directives the Clearing House issues in exercising the powers under these Rules.
4.16	Clier	ts' margins and margin payment	4.16	Clier	nts' margins and margin payment
	(1)	A General Clearing Participant must procure margins from its Clients.		(1)	No change.
	(2)	A General Clearing Participant must ensure that its Clients maintain the amount of minimum margins on all Open Positions and these margins are at least equivalent to the amount of margins required by the Clearing House.		(2)	A General Clearing Participant must ensure that its Clients maintain the amount of minimum margins on all Open Positions and on all Open Contracts where Delivery and acceptance of Delivery has been effected in accordance with Rule 8.02(c), and these margins are at least equivalent to the amount of margins required by the Clearing House.
	(3)	A General Clearing Participant may accept from its Clients as margin, cash, letters of credit, bank guarantees, approved securities and other forms of margins in the manner and subject to conditions as the Clearing House may from time to time prescribe.		(3)	No change
	(4)	Except for a Market Contract which reduces a Client's margin obligation, a General Clearing Participant must ensure that no new Market Contracts are entered into by the Client unless:		(4)	No change
		(a) the minimum margin for the Market Contracts is on deposit or is forthcoming within such period as may be prescribed by the Clearing House from time to time after			

	a call for margin has been made by the General Clearing Participant; and  (b) that Client's pre-existing Open Positions comply with the margin requirements established by the General Clearing Participant.  (5) If new Market Contracts are entered into by the Client due to whatever reason despite Rule 4.16(4), the General Clearing Participant must clear and settle all such Open Contracts arising from such Market Contracts.  (6) A General Clearing Participant may close out all or any Open Positions of a Client where the Client fails to comply with a demand for margin after a margin call has been made by the Clearing House.		(5) No change.  (6) No change.
6.14	Performance Bond	6.14	Performance Bond
	(1) The Clearing House will determine the Performance Bond required for the purpose of managing foreseeable risk using a risk based algorithm or such other method the Clearing House determines.		(1) No change.
	(2) A Clearing Participant's Performance Bond will be held as security against the non-performance of contractual obligations of that Clearing Participant under its Open Position and will be applied in such manner as determined by the Clearing House upon any default by the Clearing Participant of such obligations.		<ul> <li>(2) A Clearing Participant's Performance Bond will be held as security against:         <ul> <li>(a) the non-performance of contractual obligations of that Clearing Participant under its Open Position; or</li> <li>(b) completion of Delivery or acceptance of Delivery in accordance with Rule 8.02(c).</li> </ul> </li> <li>and will be applied in such manner as determined by the Clearing House upon any default by the Clearing Participant of such obligations.</li> </ul>

	<ul> <li>(3) The Clearing House will determine the Performance Bond required from each Clearing Participant having regard to the Open Position of that Clearing Participant.</li> <li>(4) A Clearing Participant must lodge the Performance Bond with the Clearing House in accordance with the directions of the Clearing House.</li> </ul>		(3) No change  (4) No change.
	(5) The Performance Bond may be in the form of cash or Approved Collateral or both.		(5) No change.
8.02	Parties to Delivery under an Open Contract	8.02	Parties to Delivery under an Open Contract
	Subject to the relevant Exchange Rules, Delivery under an Open Contract, other than an Option Open Contract, must at the absolute discretion of the Clearing House be either:  (a) between a Clearing Participant who is Buyer to an Open		Subject to the relevant Exchange Rules, Delivery under an Open Contract, other than an Option Open Contract, must at the absolute discretion of the Clearing House be either any of the following:  (a) No change
	Contract and a Clearing Participant who is Seller to an Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date and the Clearing House effected by:		
	(i) the Clearing House directing such Buyer to accept Delivery in accordance with the terms of the Open Contract; and		
	(ii) the Clearing House directing such Seller to Deliver in accordance with the terms of the Open Contract; and		
	(iii) the Buyer paying to the Clearing House a settlement amount in accordance with the directions of the Clearing House and the terms of the Open Contract to which the Buyer is party; and		
	(iv) the Clearing House paying to the Seller a settlement amount, calculated in accordance with the terms of the Open Contract to which the Seller is party;		

(b) between the Clearing House and a Clearing Participant who is Buyer to an Open Contract and between the Clearing House and a Clearing Participant who is Seller to an Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:  (i) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount to such Seller calculated in accordance with the terms of the Open Contract to which the Seller is party; and  (ii) Delivery by the Clearing House to such Buyer and the Buyer paying a settlement amount to the Clearing House calculated in accordance with the terms of the
Open Contract to which the Buyer is party.  (c) between the Clearing House and a Clearing Participant who is a Buyer to an Open Contract and between the Clearing House and a Clearing Participant who is a Seller to an Open Contract, the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:  (i) Delivery by such Seller or the Client of such Seller to the Clearing House, and the Clearing House paying a settlement amount to such Seller or to the Client of such Seller, calculated in accordance with the terms of the Open Contract to which the Seller is party; and  (ii) Delivery by the Clearing House to such Buyer or to the Client of such Buyer, and such Buyer paying or the Client of such Buyer, and such Buyer paying or the Client of such Buyer paying a settlement amount to the Client of such Buyer, and accordance with the terms of the Open Contract to which the Buyer is party.

8.04	Deliv	very procedures	8.04	Delive	ery procedures
	(1)	A Clearing Participant must comply with all provisions of the Rules and the terms of such Open Contract relating to Delivery to the Clearing House or to Clearing Participants (as the case may be) and the acceptance of any Delivery.		(1)	A Clearing Participant must comply and ensure compliance by its Client with all provisions of the Rules and the terms of such Open Contract relating to Delivery to the Clearing House or to Clearing Participants (as the case may be) and the acceptance of any Delivery.
	(2)	Acceptance of Delivery by a Clearing Participant effected in accordance with Rule 8.02 or 8.03 and payment to the Clearing House in accordance with Rule 8.02 or 8.03 and the terms of an Open Contract are deemed to be full and complete discharge of obligations under such Open Contract.		(2)	Acceptance of Delivery by a Clearing Participant or its Client effected in accordance with Rule 8.02 or 8.03 and payment to the Clearing House in accordance with Rule 8.02 or 8.03 and the terms of an Open Contract are deemed to be full and complete discharge of obligations under such Open Contract.
	(3)	Delivery by a Clearing Participant in accordance with the terms of an Open Contract and payment by the Clearing House to such Clearing Participant in accordance with Rule 8.02 or 8.03 are deemed to be full and complete discharge of obligations under such Open Contract except if that Clearing Participant has delivered a forged or false Instrument or forged or false document evidencing title to such Instrument in which case such delivery does not constitute a discharge of its obligations under such Open Contract as against the Clearing House.		(3)	Delivery by a Clearing Participant or its Client in accordance with the terms of an Open Contract and payment by the Clearing House to such Clearing Participant or its Clients effected in accordance with Rule 8.02 or 8.03 are deemed to be full and complete discharge of obligations under such Open Contract except if that Clearing Participant or its Client has delivered a forged or false Instrument or forged or false document evidencing title to such Instrument in which case such delivery does not constitute a discharge of the Clearing Participant's its obligations under such Open Contract as against the Clearing House.
	(4)	The Clearing House is not obliged to check any Instrument or purported Instrument or document evidencing title to such Instrument received by the Clearing House from a Seller to an Open Contract or from a Buyer to an Option Open Contract which is a Put Option.		(4)	The Clearing House is not obliged to check any Instrument or purported Instrument or document evidencing title to such Instrument received by the Clearing House from a Seller to an Open Contract or the Client of such Seller, or from a Buyer to an Option Open Contract which is a Put Option.
	(5)	The delivery of any Instrument or purported Instrument or document evidencing title to such Instrument to a Clearing Participant as Buyer to an Open Contract or Seller to an Option Open Contract which is a Put Option in accordance with the terms of such Open Contract is not to be taken to		(5)	The delivery of any Instrument or purported Instrument or document evidencing title to such Instrument to a Clearing Participant as Buyer to an Open Contract or the Client of such Buyer, or to a Clearing Participant as Seller to an Option Open Contract which is a Put Option, in accordance with the terms of such Open Contract is not to be taken to be

		be acceptance by the Clearing House of such Instrument or document evidencing title to such Instrument.		acceptance by the Clearing House of such Instrument of document evidencing title to such Instrument.
	(6)	Rejection in accordance with the procedures from time to time determined by the Clearing House, of any Instrument or document evidencing title to such Instrument delivered to a Clearing Participant as Buyer to an Open Contract or Seller to an Option Open Contract which is a Put Option pursuant to the terms of such Open Contract is deemed to be rejection by the Clearing House of such Instrument or document evidencing title to such Instrument.		(6) Rejection in accordance with the procedures from time time determined by the Clearing House, of any Instrument of document evidencing title to such Instrument delivered to Clearing Participant as Buyer to an Open Contract or the Client of such Buyer, or to a Clearing Participant as Seller an Option Open Contract which is a Put Option, pursuant the terms of such Open Contract is deemed to be rejected by the Clearing House of such Instrument or document evidencing title to such Instrument.
8.06	Failu	re to Deliver or Pay Settlement Amount	8.06	Failure to Deliver or Pay Settlement Amount
	(1)	A Clearing Participant directed to Deliver in accordance with Rule 8.02 or 8.03 who fails to make such Delivery within the time prescribed by the Clearing House is in default of its obligations.		(1) A Clearing Participant directed to <u>Dd</u> eliver <u>but fails to effe</u> <u>such Delivery</u> in accordance with Rule 8.02 or 8.03 who fail to make such <u>Delivery</u> within the time prescribed by the Clearing House is in default of its obligations.
	(2)	A Clearing Participant who fails to accept Delivery or pay a settlement amount in accordance with Rule 8.02 or 8.03 is in default of its obligations.		(2) A Clearing Participant who fails to <a href="effect">effect</a> acceptance of Delivery or payment of a settlement amount in accordance with Rule 8.02 or 8.03 <a href="within the time prescribed by the Clearing House">within the time prescribed by the Clearing House</a> is in default of its obligations.
	(3)	If the Clearing House is unable to Deliver or effect Delivery due to the failure of a Clearing Participant to meet its obligations under an Open Contract the Clearing House will be under no obligation to Deliver or to effect Delivery but may effect settlement in accordance with Rule 2.09(1)(f).		(3) No change

### RULES OF BURSA MALAYSIA DERIVATIVES CLEARING BERHAD ("BMDC RULES")

#### AMENDMENTS TO DIRECTIVES IN RELATION TO THE REVISION OF THE 5-YEAR MGS FUTURES CONTRACT AND OTHER AMENDMENTS

PARA GRAPH	CURRENT PROVISION	PARA GRAPH	AMENDED PROVISION
DIRECTIV	E NO. 4-001: DIRECTIVE ON THE CONDUCT OF BUSINESS		
Heading	Relevant to: Rules 4.01, 4.02(1)(a), 4.03(1); 4.05(1), 4.10(2), 4.11(1)(a), 4.11(1)(b), 4.14(2), 4.16(3), 4.16(4), 4.17(b), 4.18(1), 4.18(2)	Heading	Relevant to: Rules 4.01, 4.02(1)(a), 4.03(1); 4.05(1), 4.10(2), 4.11(1)(a), 4.11(1)(b), 4.12(b), 4.14(2), 4.16(3), 4.16(4)-, 4.17(b), 4.18(1), 4.18(2)
7A	New	7A	7A. Rule 4.12(b)  Rule 4.12(b) requires a General Clearing Participant to ensure that the written agreement entered into with its Client pursuant to Rule 4.11(1)(c), includes, among others, the Client's obligation to comply with the Rules, whether the Rules apply directly or indirectly to the Client.
			<ul> <li>7A.1 Settlement on a system not established or operated by the Clearing House</li> <li>(1) A General Clearing Participant must ensure that the written agreement entered into with its Client pursuant to Rule 4.11(1)(c), contains the following terms and conditions, before entering into any Open Contract as prescribed by the Clearing House:</li> <li>(a) the Client agrees and undertakes to comply with any direction issued by the Clearing House, including in relation to physical delivery and</li> </ul>

PARA	CURRENT PROVISION	AMENDED PROVISION			
GRAPH		PARA GRAPH	1		
			settlement of the underlying Instrument of the Open Contract;  (a)(b) the Client agrees and undertakes to perform physical delivery and settlement of the underlying instrument of the Open Contract as agent of the Clearing Participant;		
			(c) the Client will facilitate the General Clearing Participant's cooperation with the Clearing House in respect of any actions that the Clearing House may direct or take, including pursuant to an even of default or default proceeding under the Rules;		
			(i) the Client agrees and undertakes that the events of default and default proceedings under the Rules shall apply instead of an other rules or requirements governing the physical delivery and settlement of the underlying Instrument of the Oper Contract; and		
			(ii) where an event of default occurs including in relation to the physical delivery and settlement of the underlying Instrument of the Open Contract, the Client agrees and undertakes to accept any decision of action taken by the Clearing House that is made in accordance with the Rules and the Client further agrees and undertaked not to make or pursue any claim, cause of action, suit or other proceeding against the		
			Clearing House under any other rules o requirements governing the physical		

CURRENT PROVISION	PARA	AMENDED PROVISION
	CDADU	
	GRAPH	delivery and settlement of the underlying Instrument of the Open Contract;  (d) the Client agrees and undertakes that in the event of disputes relating to the Open Contract, the Client will not seek a resolution under any other rules or requirements governing the physical delivery and settlement underlying Instrument of the Open Contract and instead will only seek a resolution in accordance with the Rules, including agreeing to submit to arbitration and comply with the arbitration award; and
		(b)(e) the Client agrees and undertakes that the liability of the Clearing House, the Exchange Holding Company or any person acting on behalf of the Clearing House or the Exchange Holding Company, in respect of any damage, loss, cost or expense of whatever nature suffered or incurred by the Client or any other third party in relation to the Open Contract, including in relation to physical delivery and settlement of the underlying Instrument of the Open Contract, is limited in accordance with the Rules, and the Client further agrees and undertakes to be bound by such limitation in any claim, cause of action, suit or other proceeding relating to the Open Contract including in relation to the physical delivery and settlement of the underlying Instrument of the Open Contract.

ANNEXURE 1

AMENDMENTS IN RELATION TO THE REVISION OF THE
5-YEAR MALAYSIAN GOVERNMENT SECURITIES FUTURES CONTRACT AND OTHER AMENDMENTS

PARA GRAPH		CURRENT PROVISION				AMENDED PROVISION			
GRAPH	Item   Derivatives traded on the Exchange		Appendix 1 (Specified Position Limits)	Item No.	Derivatives Contract  5-year MGS Futures Contract				
									(i) 3,000 Open Contract for the expirin month, beginnin from 3 Business Day preceding the 1 Business Day of the delivery month; (ii) 10,000 Open Contracts in any on quarterly mont subject to the limit is paragraph (i) above.

[End of Amendments]