

**MARKETAXESS SINGAPORE PTE. LIMITED**  
**MARKET RULEBOOK**

December 2017



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## 1. DEFINITIONS

1.1 For the purposes of this Rulebook:

1.2 "**Accredited Investor**" bears the meaning set out in the SFA;

"**Admission Criteria**" has the meaning given in Rule 4.1;

"**Affiliate**" means in relation to an entity, a person, company, partnership or other entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such entity, where relevant;

"**Applicable Law**" means all applicable laws, regulations, regulatory requirements (including any guidance, orders or other directions of a regulatory authority), market rules and / or market conventions any laws, all judgments, orders, instructions or awards of any court or competent authority and applicable to: (a) MarketAxess; or (b) a Participant (or Principal as the case may be); as the case may be and in each case having regard to the context;

"**Authorised Person**" means an individual authorised by a Participant to have access to and (if so authorised by such Participant) transact through the System on the Participant's behalf, and who has been given or is utilising a User ID and password issued by MarketAxess for such purposes;

"**Clearly Erroneous Trade Policy**" means the policy set out in APPENDIX I (*Clearly Erroneous Trade Policy*).

"**Dealer Agreement**" means a Participation Agreement between MarketAxess and any Participant that MarketAxess has categorised as a liquidity provider;

"**Disclosed RFQ**" means the Trading Protocol as described in in Rule 11.2(a);

"**Eligible Instrument**" means the individual financial instruments that are eligible for trading on the Market as described in Rule 10.3;

"**EST**" means Eastern Standard Time;

"**Execution Services**" has the meaning given in Rule 11.3;

"**Expert Investor**" bears the meaning set out in the SFA;

"**Information**" means data, pricing, research and other information made available over the System to Participants in relation to instruments admitted to trading on the Market;

"**Insolvency Event**" means the occurrence of any of the following circumstances with respect to a Participant: (a) the Participant is declared insolvent or is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts; (b) any step, application or proceeding has been taken by or against the Participant or in respect of the whole or any part of its undertaking, for a voluntary arrangement or composition or reconstruction or rescheduling of its debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise or any similar proceeding in any jurisdiction; (c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; (d) a voluntary or involuntary petition for a bankruptcy order; or (e) any similar action, application or proceeding in any jurisdiction under Applicable Law to which it is subject;

"**Instruction**" means any electronic order request, response, instruction or similar communication from a Participant into the System;

"**MarketAxess Website**" shall mean the website at [www.marketaxess.com](http://www.marketaxess.com);

"**MarketAxess**" means MarketAxess Singapore Pte. Limited conducting regulated activities as an RMO in Singapore;

"**Market Abuse**" means any behaviour that constitutes market abuse, market manipulation or insider trading or any other similar or analogous behaviour prohibited or subject to sanctions or penalties under Applicable Law;

"**Market**" means the financial market operated by MarketAxess pursuant to its recognition by the MAS as a recognised market operator in Singapore;

"**Market Business**" means any execution-related business conducted via the Market;

"**MAS**" means the Monetary Authority of Singapore and its successor body or bodies from time to time;

"**Non-Market Business**" means any commercial interaction by a Participant with MarketAxess which is not Market Business;

"**Notice**" has the meaning given to it in Rule 18.2;

"**On-Boarding Documentation**" means the supporting documentation that may be required by MarketAxess from the Participant from time to time to support a person's application to become a Participant;

"**Open Trading**" means the Trading Protocols described in Rule 11.2(b) including any technical updates, revisions or rebranding of such Trading Protocol from time to time;

"**Open Trading Transaction**" has the meaning given in Rule 11.2(b);

"**Participant**" means a legal entity that has been admitted as a member of the Market pursuant to Rule 4;

"**Participant Eligibility Criteria**" has the meaning given in Rule 3;

"**Participant Obligations**" means the obligations described in Rule 7;

"**Participation Agreement**" means the agreement between a Participant and MarketAxess relating to such Participant's use of the Market, as replaced or amended from time to time, including any supplemental terms thereto;

"**Principal**" means an underlying entity, or client of a Participant, on behalf of whom a Participant executes Transactions (whether disclosed and/or identified to MarketAxess or not);

"**Professional Investor**" means a person as defined by the MAS;

"**Relevant Regulator**" means any authority that has jurisdiction over MarketAxess or any other companies in MarketAxess corporate group, including, for the avoidance of doubt, the MAS;

"**RFQ**" means a request for quote;

"**RMO**" means "recognised market operator" as defined under the SFA;

"**Rulebook**" means this document, as amended or replaced from time to time including any Appendices;

"**Rule(s)**" means the rules set out in this Rulebook;

"**SFA**" means the Securities and Futures Act of Singapore as amended, updated or replaced from time to time;

A "**Suspicious Trade**" means a Transaction that:

- (a) Is executed in circumstances of market abuse, system abuse or misuse; or
- (b) MarketAxess believes is or may be manipulative or deceptive, or part of a manipulative or deceptive scheme.

"**System**" means the interactive electronic data communications system made available by MarketAxess for Participants to obtain Information in relation to instruments admitted to trading on the Market and to effect transactions over the Market with other Participants;

"**Third Party Service Provider**" means any person, including any affiliate of the Participant, whose services a Participant uses to access the Market or to which a Participant outsources or delegates any activity in the course of accessing the Market;

"**Trading Day**" means a day when the Market is open for trading in accordance with Rule 11.1;

"**Trading Protocols**" means the functionality and method of trading the Eligible Instruments as set out in Rule 11.2;

"**Transaction**" means a transaction executed via the Market by a Participant (including, for the avoidance of doubt, and unless the context expressly states otherwise, an Open Trading Transaction);

"**User Agreement**" means a Participation Agreement between MarketAxess and any Participant that MarketAxess has categorised as a liquidity seeker; and

"**User ID**" means the password and identification criteria that are given to each Authorised Person by MarketAxess.

1.3 References to statutory provisions, regulations, notices or Applicable Law shall include these provisions, regulations, notices or rules as amended, extended, consolidated, substituted, re-stated or re-enacted from time to time.

1.4 Unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa.

## 2. INTRODUCTION

2.1 MarketAxess is recognised by the MAS as an RMO to operate a financial market on which Professional Investors, Accredited Investors and Expert Investors may trade Eligible Instruments.

2.2 These Rules are supplemental to the Participation Agreement entered into by each Participant. Each Participant's access to and use of the Market shall be governed by the applicable Participation Agreement and these Rules.

2.3 These Rules shall prevail over any terms and notices available on the MarketAxess Market graphical user interface.

2.4 A Participation Agreement may have provisions that govern both Market Business and Non-Market Business.

2.5 Unless stated expressly otherwise herein, these Rules take precedence over any inconsistent terms in the Participation Agreement to the extent of any such inconsistency.

## 3. PARTICIPANT ELIGIBILITY CRITERIA

MarketAxess will only consider an applicant for admission as a Participant of the Market if:

- (a) It carries on business from an establishment maintained in a jurisdiction in which MarketAxess is permitted to carry on cross-border business, or from an establishment maintained in a jurisdiction which does not prohibit the provision of cross-border services by MarketAxess; **and**
- (b) It meets the criteria in either (i) or (ii) below:
  - (i) in respect of a prospective Participant in Singapore, it is a Professional Investor, Accredited Investor or Expert Investor;
  - (ii) in respect of a prospective Participant outside Singapore, it meets all of the following criteria:
    - 1) It is authorised to carry on business by a regulatory authority in its jurisdiction of incorporation or is otherwise licensed or permitted by a regulatory authority to participate in the Market, or, in the absence of any requirement for authorisation, licensing or permission, it can demonstrate to the satisfaction of MarketAxess that it is fit and proper;
    - 2) It carries on a business of dealing in the Eligible Instruments or can otherwise demonstrate to the satisfaction of MarketAxess that it has a sufficient level of trading ability and competence and that it has adequate organisational arrangements and sufficient financial resources to perform its intended role on the Market; and
    - 3) It meets any other eligibility criteria in relation to participation on the Market under Applicable Law;

Together, the “**Participant Eligibility Criteria**”.

#### 4. **ADMISSION**

4.1 Applicants wishing to become Participants on the Market must satisfy the following conditions:

- (a) It must satisfy the Participant Eligibility Criteria;
- (b) It must have passed any required relevant KYC/due diligence checks, sanctions and anti-money laundering checks (including providing such additional information as MarketAxess may require to satisfy such checks); and
- (c) For new applicants seeking admittance following the first publication of this Rulebook, it must have acknowledged that it has read, understood and agreed to be bound by this Rulebook,

together, the “**Admission Criteria**”.

4.2 Applicants must submit the following to MarketAxess:

- (a) A signed Participation Agreement as applicable to the category of Participant (as shall be determined by MarketAxess);
- (b) Completed and signed On-Boarding Documentation; and
- (c) Any such additional information as MarketAxess may reasonably require to enable it to assess whether or not the applicant meets the Admission Criteria.

4.3 Once MarketAxess has received all the relevant documentation and information, MarketAxess will decide whether or not to admit an applicant as a Participant of the Market.

4.4 MarketAxess may reject an applicant if it does not meet the Admission Criteria or if MarketAxess considers in its sole discretion that accepting the applicant as a Participant would be inconsistent with the obligation of MarketAxess to maintain a fair and orderly market.

## 5. RESIGNATION AND CESSATION OF PARTICIPATION ON THE MARKET

5.1 A Participant may resign from its status as a Participant of the Market by terminating its Participation Agreement in accordance with its terms.

5.2 After any Participant has ceased to be a Participant, it shall continue to be liable for its acts or omissions in connection with Market Business that occurred at any time before it ceased to be a Participant of the Market, including during the resignation notice period.

## 6. SUSPENSION AND TERMINATION

6.1 MarketAxess may suspend or terminate a Participant's right to access and/or use the Market if:

- (a) the Participant's Participation Agreement is terminated;
- (b) the Participant does not trade on the Market for an extended period of time;
- (c) MarketAxess becomes aware that the Participant has made a misrepresentation to MarketAxess or another Participant or has otherwise breached Applicable Law in any material respect;
- (d) MarketAxess becomes aware that an Insolvency Event has occurred in relation to the Participant;
- (e) in the circumstances envisaged in Rule 12.2 (*Suspicious Trades*) or Rule 15 (*Disciplinary Sanctions*); or
- (f) MarketAxess deems it necessary in its sole discretion to ensure a fair and orderly market on the Market and to uphold the integrity of the Market or to comply with Applicable Law, or if so required by a Relevant Regulator.

6.2 MarketAxess may also suspend a Participant's right to use the Market if that Participant so requests.

6.3 A Participant whose right to use the Market has been suspended or terminated shall remain subject to these Rules in respect of acts and omissions while it was a Participant and shall comply with any request for information in relation to the period of its participation which MarketAxess may make at any time following the termination of its participation.

6.4 A Participant whose right to use the Market has been suspended or terminated shall remain subject to these Rules in respect of any outstanding obligations under these Rules until those obligations are satisfied.

## 7. PARTICIPANT OBLIGATIONS

7.1 Each Participant shall, on an on-going basis:

- (a) meet the Admission Criteria;
- (b) ensure that it complies at all times with the requirements of these Rules, the Participation Agreement and any Notices;

- (c) ensure the User ID given to each Authorised Person by MarketAxess is kept confidential to such individual and not disclosed to any other person;
- (d) ensure that it has established appropriate organisational procedures and has systems and controls in place to supervise its Authorised Persons;
- (e) co-operate with MarketAxess and any Relevant Regulator in relation to any query or investigation regarding, directly or indirectly, the Market;
- (f) be responsible for the Information that it submits to the Market;
- (g) ensure that its systems are compatible with the System;
- (h) have appropriate internal systems and controls to ensure that it trades in an orderly manner, to prevent erroneous Transactions and to ensure ongoing compliance with, and prevent breaches of, Applicable Law (including but not limited to laws prohibiting Market Abuse) and these Rules;
- (i) have in place appropriate arrangements to ensure the timely clearing and settlement of Transactions in accordance with Rule 14.4;
- (j) have the legal and regulatory capacity to transact in, clear (where applicable) and settle the Eligible Instruments it trades on the Market;
- (k) not employ any device, scheme, or artifice to defraud, or make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security on the Market; and
- (l) procure that any Third Party Service Provider shall operate in compliance with these Rules.

7.2 A Participant must notify MarketAxess promptly upon becoming aware of any of the following:

- (a) if the information it has provided to MarketAxess on the On-Boarding Documentation ceases to be relevant, accurate or correct, or if it ceases to be regulated under any Applicable Law;
- (b) a failure by the Participant or any other Participant to settle any Transaction in accordance with Applicable Law and/or good settlement practice (in accordance with the obligation to notify in Rule 14.5);
- (c) any breach of these Rules or any event, act or omission which may affect the ability of the Participant to comply with these Rules or which may impair a fair and orderly market on the Market;
- (d) any litigation or enforcement action which could impair the ability of the Participant to comply with these Rules (where such disclosure is permitted by law or any relevant regulatory authority);
- (e) an Insolvency Event with respect to the Participant;
- (f) any of the Participant's User IDs are lost, stolen or compromised;
- (g) any application or notification to a relevant regulatory authority in respect of a direct or indirect change in ownership or control of the Participant; or



(h) any other material event or matter of which MarketAxess might reasonably expect to be made aware.

7.3 A Participant must make a notification under Rule 7.2 in writing addressed to [complianceasia@marketaxess.com](mailto:complianceasia@marketaxess.com).

7.4 A Participant shall be fully liable for any acts and omissions of its Third Party Service Providers. MarketAxess shall not be liable for any losses that a Participant may suffer as a result of the acts or omissions of any Third Party Service Providers.

7.5 Where a Participant executes a Transaction on behalf of one or more Principal/s, each Participant represents and warrants that:

(a) it has full power and actual authority to act on behalf of the Principals in all dealings over the Market and that such dealings are all in accordance with the arrangements in place between that Participant and the relevant Principal;

(b) it has no reason to believe that the Principal will not be able to perform any settlement obligation in accordance with this Rulebook;

(c) it will not effect any Transaction on behalf of any Principal where it has reason to doubt the ability of the Principal to meet its obligations under such Transaction;

(d) it has obtained and recorded evidence of the identity of the Principal or any underlying principal of such Principal in accordance with Applicable Law;

## 8. **MARKETAXESS' OBLIGATIONS**

MarketAxess shall:

(a) make the Market available to the Participants, subject to the provisions of the Participation Agreements, these Rules, and Applicable Law;

(b) operate the Market in accordance with these Rules and Applicable Law.

## 9. **COMMUNICATIONS**

9.1 The Market shall be configured to rely on, and other Participants may rely on, any Instruction or communication that the System records as having been given by an Authorised Person on behalf of a Participant and such Participant will be bound by any obligations (including but not limited to, Transactions) arising from such communications.

9.2 Any Instruction will be transmitted at the Participant's own risk and in such manner as may be specified by MarketAxess. MarketAxess will not be liable for any loss suffered on account of any Instruction not being received by MarketAxess or not being acted upon.

## 10. **INSTRUMENT ELIGIBILITY CRITERIA**

10.1 The decision whether or not to admit an instrument to trading on the Market is, subject to Applicable Law, at the sole discretion of MarketAxess.

10.2 The Market facilitates secondary market trading only in the instruments admitted to trading on the Market.

10.3 The type and nature of financial instruments capable of admission to trading on the Market is limited to the following:

(a) emerging market bonds;

- (b) high grade bonds;
- (c) high yield bonds;
- (d) loans;
- (e) municipal bonds;
- (f) sovereign, supranational and agency bonds; and
- (g) any other category of instrument determined and notified to Participants by MarketAxess from time to time,

(together, the “**Eligible Instruments**”).

- 10.4 Participants shall be able to determine, by means of a search facility on the System whether a particular Eligible Instrument is admitted to trading on the Market at any particular time. If an Eligible Instrument is not admitted to trading on the Market, it will not be listed on the System. All Eligible Instruments that are admitted to trading on the Market shall be searchable on the System search facility.
- 10.5 MarketAxess may suspend a particular Eligible Instrument from trading on the Market if MarketAxess deems this necessary in order to maintain a fair and orderly market on the Market, to comply with Applicable Law or in response to a request from a Relevant Regulator, or for any other reason at its discretion.

## 11. **TRADING RULES**

### 11.1 Hours of operation

- (a) The Market will be open for business Monday to Friday (a “**Trading Day**”) save that it shall not be available between 6am to 7am (Tuesday to Saturday) or from 6am on Saturday until 7am on Monday Singapore time, nor during any other scheduled maintenance slots or as may otherwise be determined by MarketAxess.
- (b) There is nothing to prevent or restrict the right of MarketAxess to extend (or reduce) trading hours generally, or in relation to any Eligible Instrument during the course of any Trading Day.

### 11.2 Trading Protocols

The Market supports the following Trading Protocols (as may be amended by any technical updates, revisions or rebranding of such Trading Protocols from time to time):

(a) “**Disclosed RFQ**”:

Under the Disclosed RFQ Trading Protocol, the Market facilitates Transactions between Participants that have established bilateral relationships for the purpose of executing trades opposite one another.

Disclosed RFQ trading is conducted on a fully-disclosed basis, such that the parties disclose to each other who they are when posting or responding to an RFQ, and clearing and settlement of Transactions executed pursuant to Disclosed RFQ occurs without Market involvement.

(b) “**Open Trading**”:

“**Open Trading Transactions**” are Transactions which are executed by a Participant over the System by such Participant having either: (i) anonymously posted; or (ii) anonymously responded to a trade inquiry or indication of interest from or to other Participants (“**Open Trading**”). A third party is selected and approved by each Participant as the matched principal counterparty to the Open Trading Transactions.

The terms applicable to Open Trading Transactions when an Affiliate of MarketAxess is selected and approved by the Participants as the matched principal counterparty to the Open Trading Transaction in question, are set out in APPENDIX II (*Open Trading Terms*).

### 11.3 Execution Services

Execution Services means when MarketAxess executes orders on the Market in the Eligible Instruments for and on behalf of a Participant. Execution Services are provided only to existing active Participants on the Market on a purely incidental and ancillary basis to the operation of the Market and only in the Eligible Instruments. All such orders shall be executed exclusively on the Market operated by MarketAxess.

Resulting trades will be executed using the same workflow as for the Open Trading protocol, meaning that a Participant will face an Affiliate of MarketAxess as the matched principal counterparty (acting as principal and not as agent) to the Transactions executed pursuant to Execution Services, and for these purposes the terms of Appendix I (*Clearly Erroneous Trade Policy*) and Appendix II (*Open Trading Terms*) shall apply unless expressly stated otherwise in those terms.

Execution Services are only available to Participants that meet the Participant Eligibility Criteria and Admissions Criteria and are approved for Open Trading, and also subject to acceptance of further terms of business as required by MarketAxess.

## 12. **MARKET MONITORING**

### 12.1 Monitoring

- (a) MarketAxess shall monitor Participants' use of the Market for signs of disorderly trading conditions or conduct that may involve Market Abuse and/or manipulation, Suspicious Trades, and compliance with this Rulebook.
- (b) MarketAxess may retain records and report to, and provide full assistance to, Relevant Regulators in relation to the conduct of Participants on the Market, including conduct relating to breaches of these Rules, disorderly trading conditions and potential Market Abuse.

### 12.2 Suspicious Trades

- (a) MarketAxess may conduct a review of a Transaction to determine whether such transaction is a Suspicious Trade as it deems necessary in accordance with Applicable Law. In determining whether a Transaction is a Suspicious Trade, MarketAxess may utilise such information and consult with any relevant parties that it deems appropriate.
- (b) In the event that MarketAxess determines a trade is a Suspicious Trade, it may take whatever action it deems necessary or appropriate in the circumstances including, without limitation, imposing disciplinary action in accordance with Rule 15.

12.3 MarketAxess shall not be liable for any losses that Participants suffer as a result of a decision taken or not taken pursuant to this Rule 12.

## 13. **TELEPHONE RECORDING AND ELECTRONIC CORRESPONDENCE**

MarketAxess may record and retain certain telephone conversations and electronic correspondence between MarketAxess and Participants that takes place over the Market and all Participants are deemed to consent to such recordings and retention. Such recordings will be and shall remain the sole property of MarketAxess.

## 14. POST TRADE CONFIRMATION, CLEARING AND SETTLEMENT

### Trade messages

- 14.1 Following each Transaction the Market provides electronic trade messages to each Participant containing the details of that Transaction. Subject to Market approval and System functionality, the configuration and method of delivery of these electronic messages depends upon the Participant's systems settings and method of connectivity to the Market.

### Settlement

- 14.2 Transactions, other than Open Trading Transactions, are effected on a bilateral basis between the relevant two Participants, creating rights and obligations between those Participants. MarketAxess shall not be a party to, or be responsible or liable to a Participant under or in connection with such Transactions.
- 14.3 MarketAxess is not responsible or liable for the settlement of the Transactions executed by a Participant on the Market (other than pursuant to the Open Trading Terms set out in Appendix II). MarketAxess will, however, provide or make available to each Participant the details of each Transaction in order to facilitate the prompt settlement of these Transactions by that Participant.
- 14.4 Each Participant shall have adequate arrangements in place for the clearing and settlement of Transactions. In particular, each Participant shall ensure that every Transaction is settled in accordance with Applicable Law.
- 14.5 Each Participant shall notify MarketAxess promptly upon becoming aware of a failure by the Participant or any other Participant to settle any Transaction in accordance with Applicable Law and/or good settlement practice, as the case may be.
- 14.6 For certain Eligible Instruments, the Market may provide a default settlement date in accordance with Applicable Law. A Participant may change the default settlement date, where permitted, in order to conduct a privately negotiated Transaction involving a different settlement date.
- 14.7 Each Participant should, where possible, ensure that :
- (a) Transactions in transferable securities executed on the Market are recorded in book entry (dematerialised) form on or before the intended settlement date;
  - (b) where applicable, it takes measures to limit the number of settlement failures, including making arrangements to: (i) ensure the prompt communication of an allocation of securities to the Transaction; (ii) confirm that allocation; (iii) confirm the acceptance or rejection of terms in good time before the intended settlement date; (iv) settle Transactions in transferable securities on the intended settlement date in compliance with Applicable Law ; and (v) comply with the Applicable law with respect to buy-ins.
- 14.8 MarketAxess may suspend a Participant's rights to use the Platform in the event that it becomes aware that that Participant fails consistently and systematically to deliver transferable securities on the intended settlement date in compliance with Applicable Law.

## 15. DISCIPLINARY SANCTIONS

- 15.1 MarketAxess may take disciplinary action against a Participant in circumstances including but not limited to:
- (a) breach by the Participant of the Rulebook and/or its Participation Agreement;
  - (b) repudiation or rejection of a Transaction by the Participant;

- (c) engagement by the Participant in conduct indicative of disorderly trading or any other conduct which may involve Market Abuse; or
  - (d) being a party to a Suspicious Trade.
- 15.2 MarketAxess may take any action that it deems necessary or appropriate in the circumstances and in order to preserve a fair and orderly market and the integrity of the Market, including but not limited to:
- (a) cancellation of all and any outstanding Instructions to the extent technologically possible; or
  - (b) if so required in accordance with Applicable Law, reporting any circumstances concerning a Participant's conduct on the Market to the Relevant Regulator; or
  - (c) suspending or terminating the Defaulting Participant's right to use the Market or access the System; or
  - (d) written warning or private censure.
- 15.3 A Participant may appeal a decision made by MarketAxess under this Rule 15 giving its reasons for appealing and any information relevant to the appeal. Any appeal must be made in writing (providing sufficient particulars of the basis for the appeal) and submitted to MarketAxess within a reasonable time of receiving notice from MarketAxess of its decision under this Rule 15. An appropriate member of the senior management of MarketAxess (i.e. a member of the board of directors, or equivalent) shall consider the decision of MarketAxess which is the subject of the appeal and shall notify the Participant of its decision within 15 business days of reaching a decision. The decision of the senior management of MarketAxess shall be final.
- 15.4 MarketAxess shall not be liable for any losses that any Participant suffers as a result of a decision to use, or not to impose, any disciplinary action.

## 16. **REGULATORY REPORTING**

- 16.1 Each Participant acknowledges and agrees it must satisfy itself that it can and shall comply with any Applicable Law relating to regulatory reporting, to the Relevant Regulator appropriate for it; as such rules apply to it.

## 17. **COMPLAINTS**

- 17.1 If a Participant has a complaint about MarketAxess, or another Participant's conduct in using the Market, such complaint should be made in writing (including by electronic mail) and addressed to:

Compliance Department  
MarketAxess Singapore Pte. Ltd.  
10 Collyer Quay, #40-00  
Ocean Financial Centre  
Singapore 049315

E: [complianceasia@marketaxess.com](mailto:complianceasia@marketaxess.com)

If the Participant is not satisfied with the response (or does not wish to raise the matter with its usual contact), it may contact the General Counsel or Head of Compliance per the contact details above.

## 18. AMENDMENTS

- 18.1 MarketAxess may in its absolute discretion, and at any time, supplement, amend, or replace these Rules partially or wholly.
- 18.2 Participants shall be notified of any such change to the Rules by notice (a "**Notice**") which will be issued to all Participants giving reasonable prior notice for any material changes. MarketAxess may make any non-material changes without prior notice.
- 18.3 Any such Notices shall supplement and form part of these Rules effective from the date specified in the Notice. Such notification may be made by letter, e-mail or notice on the MarketAxess Website describing the relevant changes or by otherwise sending to Participant an electronic copy of the amended Rulebook. Continued participation on the Market following the expiry of the notice period stated in the relevant Notice constitutes deemed acceptance by the Participant of the amendments and acknowledgement of the revised Rulebook. In the event there is no express notice period in a Notice, the effective date of any proposed amendment shall be the date 30 days from the date of the Notice.

## 19. GOVERNING LAW AND OTHER PROVISIONS

- 19.1 Without prejudice to any provisions of other documents which are expressed to survive termination of a Participant's participation on the Market, Rules 17 (Complaints) and 15 (Disciplinary Sanctions) will survive termination of a Participant's participation on the Market.
- 19.2 This Rulebook and all non-contractual or other obligations arising out of or in connection with this Rulebook shall be governed and interpreted in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Rulebook shall be subject to the exclusive jurisdiction of Singaporean courts.

## APPENDIX I CLEARLY ERRONEOUS TRADE POLICY

In order to promote the integrity of the System and to maintain safeguards, MarketAxess will use this Clearly Erroneous Trade Policy to address trade errors and disputes for all trades executed utilising the Open Trading protocols and Execution Services.

### 1. Definitions

1.1 Capitalised Terms in this Appendix I shall have the same meaning as given in the Rulebook unless expressly stated otherwise.

1.2 For the purposes of this Appendix:

**"Clearly Erroneous Trade"** is an Open Trading Transaction which has been executed (i) at a price that is substantially away from, or inconsistent with, the current market for that security at the time of execution, and/or (ii) on terms (e.g., CUSIP, par amount, spread, price, size) that would reasonably appear to MarketAxess to be entered or calculated in error under the given circumstance or would otherwise be detrimental to market integrity;

**"Clearly Erroneous Trade Powers"** has the meaning given in paragraph 2.2 of this Appendix I;

**"Participant on Notice"** has the meaning given in paragraph 2.11(b) of this Appendix I; and

**"System Disruption or Malfunction"** means (i) any disruption, malfunction or technical failure of the System, including any electronic communications, which results in a Transaction being incorrectly processed by the System; or (ii) any incorrect, stale or otherwise erroneous reference data incorporated into or used by the System; or (iii) for Eligible Instruments trading on a spread to treasury basis, the failure of the System to use the benchmark treasury accepted by the bond markets as the convention for such Eligible Instrument or the failure of the System to use current prices of such benchmark treasury during the spotting process.

### 2. Clearly Erroneous Trade Policy

2.1 In order to promote the integrity of the Market, MarketAxess will use the Clearly Erroneous Trade Policy to address trade errors and disputes for all Open Trading Transactions.

2.2 In the event MarketAxess determines that the Open Trading Transaction is a Clearly Erroneous Trade, or is the result of a System Disruption or Malfunction, MarketAxess may: (i) break the Open Trading Transaction; (ii) modify the terms of the Open Trading Transaction (subject to the consent of the parties to the applicable Transaction); or (iii) cancel the Open Trading Transaction ("**Clearly Erroneous Trade Powers**").

2.3 If MarketAxess determines a trade should be cancelled in accordance with this Appendix I, the relevant Participants shall take such steps as may be necessary to effect such cancellation in accordance with market convention.

2.4 Subject to paragraph 2.5, MarketAxess may conduct a review of an Open Trading Transaction to determine whether such transaction is a Clearly Erroneous Trade either:

- (a) at the request of a Participant to an Open Trading Transaction within sixty (60) minutes of the execution of an Open Trading Transaction;
- (b) at its own discretion; and / or
- (c) otherwise in accordance with Applicable Law or market convention.

- 2.5 MarketAxess may determine in its sole discretion prior to settlement of the Open Trading Transaction that circumstances warrant a trade review regardless of whether or not a review request has been submitted
- 2.6 In no event shall MarketAxess carry out a review of an Open Trading Transaction or resolve any trade errors or disputes which occur after the Open Trading Transaction has settled.
- 2.7 Within sixty (60) minutes of the execution of an Open Trading Transaction, a Participant may request a review of an Open Trading Transaction in accordance with this Appendix. MarketAxess will consider each trade review request on a case-by-case basis. MarketAxess shall determine in its sole discretion whether the circumstances warrant a trade review.
- 2.8 MarketAxess will use its reasonable efforts to resolve any issue arising in connection with a trade review and will promptly notify the relevant Participants of any final determination that it makes, by electronic communication.
- 2.9 In determining whether an Open Trading Transaction is a Clearly Erroneous Trade, MarketAxess may utilise such information and consult with any relevant parties or Participants that it deems appropriate, including, without limitation:
- (a) the review request (if applicable);
  - (b) Transactions on the System which occurred prior to and following the alleged erroneous trade;
  - (c) indicative pricing either available on the System or sourced from third parties;
  - (d) outgoing calls to independent Participants to determine a fair level of the Eligible Instrument traded at the time in question;
  - (e) MarketAxess' in-house market knowledge and expertise;
  - (f) any recorded communication of trade terms;
  - (g) any electronic or other communication in connection with the trade may also be a significant consideration in determining whether such trade is considered Clearly Erroneous or the result of a System Disruption or Malfunction; and/or
  - (h) any other information MarketAxess deems to be relevant in the circumstances.
- 2.10 MarketAxess shall not be liable for any losses that Participants suffer as a result of a decision to review, or not to review, an Open Trading Transaction; or to use, or not to use, its Clearly Erroneous Trade Powers. MarketAxess reserves the right, in its sole discretion, not to declare a trade to be Clearly Erroneous in markets too volatile or too illiquid to discern the true market level of the Eligible Instrument at the time.
- 2.11 In all circumstances the Open Trading Transaction shall remain an obligation of the relevant Participants who are a party to the Open Trading Transaction until MarketAxess notifies the Participants by telephone or mail that the Open Trading Transaction has been adjusted or cancelled according to this Policy.
- 2.12 Review Process
- (a) To request a review of an Open Trading Transaction, a Participant to the applicable Transaction must notify MarketAxess by telephone at + 65 3158 8757 or via email to [opentradingdesk@marketaxess.com](mailto:opentradingdesk@marketaxess.com) within sixty (60) minutes of execution of the Transaction. Review requests must include the following information:



- execution(s);
  - issuer Name and CUSIP/ISIN;
  - number of bonds;
  - spread/Price(s);
  - side (bought or sold);
  - factual basis for believing that the execution is either clearly erroneous or the result of a System Disruption or Malfunction, or other.
- (b) Upon receipt of a request from a Participant to review an Open Trading Transaction, MarketAxess will notify, by telephone or email, the other Participant that acted as counterparty to the Open Trading Transaction or the counterparty to the opposite leg of the Open Trading Transaction, as applicable (the "**Participant on Notice**") of the details of such request (the "**Cancellation or Modification Notice**").
- (c) The party requesting a review of an Open Trading Transaction may withdraw its request by telephone at +65 3158 8757 or via email to [opentradingsdesk@marketaxess.com](mailto:opentradingsdesk@marketaxess.com) at any time prior to the time MarketAxess notifies the parties to the Open Trading Transaction of its final determination.
- (d) In the event that a trade review is initiated later than sixty (60) minutes after the trade, MarketAxess may nonetheless, in its discretion, attempt to get a mutually agreed upon price adjustment or trade cancellation from the counterparties to each trade.

### 3. Variation

MarketAxess reserves the right to modify this Appendix I from time to time at its sole discretion in accordance with Rule 18 of the Rulebook. A Participant's continued use of the Market shall constitute its acceptance of such Clearly Erroneous Trade Powers.

## APPENDIX II OPEN TRADING TERMS

### 1. Definitions

- 1.1 Capitalised terms in this Appendix II shall have the same meaning as given in the Rulebook unless expressly stated otherwise.

"Open Trading Approval Conditions" means:

- (a) the counterparty credit risk approval; and
- (b) any other approval which may be deemed necessary by MarketAxess as a pre-requisite for entering into Open Trading Transactions.

### 2. Application and Open Trading Transactions

- 2.1 Open Trading is a Trading Protocol which allows Participants to publish or respond anonymously to indications of interest from other Participants, with whom they do not have an existing trading relationship, in a way that results in a Transaction which is executed on the Market. In these circumstances MarketAxess Capital Limited, a company authorised and regulated by the UK Financial Conduct Authority (MACL) (or another Affiliate of MarketAxess, or a non-affiliated third party intermediary, in each case only if selected and approved by the Participants for such purpose), is interposed as the trading counterparty on a matched principal basis between the two relevant Participants who have agreed the parameters of the Transaction, thereby preserving their anonymity.
- 2.2 Pursuant to the Terms of this Appendix and notwithstanding anything to the contrary in a relevant Participation Agreement, subject to satisfaction of the Open Trading Approval Conditions, MarketAxess hereby extends the License in the Participation Agreement to cover a Participant's use of the System for the purposes of entering into Open Trading Transactions via the System.
- 2.3 Terms applicable to Open Trading are set out in this Appendix II and only apply where a Participant: (i) executes an Open Trading Transaction, and (ii) where MACL (or another Affiliate of MarketAxess, but not a non-affiliated third party intermediary) is selected and approved by that Participant as a matched principal counterparty prior to execution.
- 2.4 The terms in this Appendix II are supplemental to the Rulebook and Participation Agreement, and apply to a Participant's use of Open Trading. References to MarketAxess in this Appendix shall be deemed to refer to MACL and/ or any other Affiliate of MarketAxess provided that such entity has been selected and approved by the Participant to stand as matched principal counterparty to the Open Trading Transaction.
- 2.5 In providing Open Trading to a Participant, neither MarketAxess nor MACL is required to assess whether a proposed Open Trading Transaction is suitable or appropriate for the relevant Participant entering into the Open Trading Transaction. Each Participant must at all times take responsibility for the execution of its Open Trading Transactions. Nothing in this Appendix II will imply that MarketAxess has any duty to provide a Participant with on-going information or guidance in respect of any Open Trading Transaction or any investment.
- 2.6 In respect of all Open Trading Transactions entered into by a Participant, MarketAxess shall not be:
- (a) obliged to identify to any Participant or any other person or Participant involved in an Open Trading Transaction under any circumstances; nor
  - (b) obliged to verify, correct, complete or update any Information displayed on the System.

### 3. Instructions

3.1 In respect of any Instruction transmitted by a Participant to execute an Open Trading Transaction ("**OT Instruction**"):

- (a) each Participant will be responsible for and bound by all contracts, obligations, costs and expenses entered into in consequence of or in connection with OT Instructions; and
- (b) MarketAxess may, in its absolute discretion, decline to accept any Open Trading Instruction a Participant may give, or having accepted it, refuse to act on it, if either believes that the Open Trading Instruction concerned (or the consequences of it) would be improper, unlawful or clearly erroneous in accordance with the MarketAxess Clearly Erroneous Trade Policy.

### 4. Agency and Allocation

4.1 In the event that a Participant, acting as agent, executes an Open Trading Transaction on behalf of a Principal, the Participant will allocate the Open Trading Transaction either to a single Principal or to more than one Principal and shall notify MarketAxess of such allocation as determined between them. The allocation and notification shall be made as soon as possible and, in any event before the earlier of (i) the close of business on the Trading Day following the Open Trading Transaction date; or (ii) one hour before the regulatory deadline for any transaction reporting according to Applicable Law. MarketAxess agrees and acknowledges that pursuant to such allocation each Principal shall be responsible only for that part of the Open Trading Transaction allocated to it, *provided that* the Participant as agent allocates the entire Open Trading Transaction to one or more Principals.

4.2 Where a Participant is acting as agent on behalf of a Principal, then with effect from execution of the Open Trading Transaction, a contract on the terms of the Open Trading Transaction shall be deemed to have been entered into between MACL and each Principal or Principals in question, regardless of the whether or not the Principal was disclosed or identified to MarketAxess at the time of execution of the Open Trading Transaction.

4.3 For the avoidance of doubt MarketAxess does not act as agent for any Participant under Open Trading.

### 5. Event of Default

In addition to the disciplinary sanctions available to it under Rule 15 of the Rulebook, in the event of an Insolvency Event in respect of a Participant in an Open Trading Transaction, subject to and in addition to remedies available under Applicable Law MarketAxess may close out, terminate, void, replace or reverse all or any part of any Open Trading Transaction to which the defaulting Participant is a party and instruct its settlement agent not to settle such Open Trading Transaction (or any part of it), or take, or refrain from taking, such other action at such time or times and in such manner as, at its sole discretion, MarketAxess considers necessary or appropriate to cover, reduce or eliminate MarketAxess' loss or liability under or in respect of any contracts, positions or commitments.

### 6. Post trade and Settlement

In respect of all Open Trading Transactions subject to these terms, MACL will be responsible for all obligations including settlement, relating to its side of the Open Trading Transaction. A settlement agent selected by MACL and notified to the Participant will act on behalf of MACL in relation to the clearing and settlement of all Open Trading Transactions.

### 7. Fees

On Open Trading Transactions, MarketAxess' Fees are either disclosed electronically to a Participant prior to or at the point of trading, or incorporated in the relevant Participation Agreement.

**8. Conduct of Business Obligations and Best Execution**

8.1 Participants (and not MarketAxess) control the orders / Instructions entered using Open Trading and MarketAxess does not aggregate orders on behalf of a Participant utilising Open Trading.

8.2 Participants acknowledge that pursuant to Open Trading the Participant retains full control and ultimate discretion over the choice of whether or not to accept or submit a price. Accordingly, there is no reliance by the Participant on MarketAxess whether or not to execute the Open Trading Transaction and neither MarketAxess nor MACL owes a duty of best execution with respect to Open Trading Transactions.

**9. Client Money / Assets**

MarketAxess does not offer custodial services and accordingly will not hold any client money or client assets on behalf of a Participant.

**10. Variation**

MarketAxess reserves the right to modify this Appendix from time to time at its sole discretion in accordance with Rule 18 of the Market Rulebook and a Participant's continued use of the Open Trading shall constitute its acceptance of such modifications.

**11. Tax**

Participants are responsible for determining whether any tax liability may arise from their Transactions, and for applying for any relevant exemption from such taxes. Participants are solely liable for the payment of any taxes in relation to their Transactions.

**12. Applicability to other protocols**

The terms in this Appendix apply equally to Transactions executed pursuant to Execution Services.

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