

ANNEXURE 1

RULES OF BURSA MALAYSIA DERIVATIVES CLEARING BERHAD

RULE AMENDMENTS CONSEQUENTIAL TO THE GOODS AND SERVICES TAX ACT 2014

EXISTING PROVISIONS		AMENDED PROVISIONS	
Definitions and Interpretation	New Definition	Definitions and Interpretation	Definition <u>Goods and Services Tax or GST</u> <u>The goods and services tax payable pursuant to the Goods and Services Tax Act 2014.</u>
	New Provision	Rule 113	<u>Goods and Services Tax</u> <u>(1) A person required or directed to pay the fees, charges, costs, expenses or any amount under these Rules (including without limitation the settlement amount referred to in Rules 801 and 802) must pay an amount equal to the Goods and Services Tax payable ("GST amount") in the manner and within the period the Clearing House specifies unless otherwise specified by the Clearing House in accordance with the Goods and Services Tax Act 2014.</u> <u>(2) Where a refund of any amount paid is not allowed under these Rules, no refund of the GST amount paid on such amount will be made by the Clearing House.</u>
Rule 801	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:	Rule 801	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:

EXISTING PROVISIONS		AMENDED PROVISIONS	
	<p>(a) between a Clearing Participant who is Buyer to an Open 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:</p> <p>(i) the Clearing House directing such Buyer to accept Delivery from such Seller in accordance with the terms of the Open Contract; and</p> <p>(ii) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Open Contract; and</p> <p>(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</p> <p>(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;</p> <p style="text-align: center;">OR</p> <p>(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</p>		<p>(a) between a Clearing Participant who is Buyer to an Open 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:</p> <p>(i) the Clearing House directing such Buyer to accept Delivery from such Seller in accordance with the terms of the Open Contract; and</p> <p>(ii) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Open Contract; and</p> <p>(iii) the Buyer paying to the Clearing House a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> in accordance with the directions of the Clearing House and the terms of the Open Contract to which the Buyer is party; and</p> <p>(iv) the Clearing House paying to the Seller a settlement amount <u>and the GST payable on such amount</u>, calculated in accordance with the terms of the Open Contract to which the Seller is party;</p> <p style="text-align: center;">OR</p> <p>(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</p>

EXISTING PROVISIONS		AMENDED PROVISIONS	
	<p>terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(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</p> <p>(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.</p>		<p>terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(i) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount <u>and the GST payable on such amount</u> to such Seller calculated in accordance with the terms of the Open Contract to which the Seller is party; and</p> <p>(ii) Delivery by the Clearing House to such Buyer and the Buyer paying a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> to the Clearing House calculated in accordance with the terms of the Open Contract to which the Buyer is party.</p>
Rule 802	<p>Parties to Delivery under an Option Open Contract</p> <p>Subject to the relevant Exchange Rules, Delivery under an Option Open Contract which has been Exercised must at the absolute discretion of the Clearing House be either:</p> <p>(a) between a Clearing Participant who is Buyer to an Option Open Contract and a Clearing Participant who is Seller to an Option 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:</p> <p>(i) in the case of a Call:</p> <p>(a) the Clearing House directing such Buyer to accept Delivery from such</p>	Rule 802	<p>Parties to Delivery under an Option Open Contract</p> <p>Subject to the relevant Exchange Rules, Delivery under an Option Open Contract which has been Exercised must at the absolute discretion of the Clearing House be either:</p> <p>(a) between a Clearing Participant who is Buyer to an Option Open Contract and a Clearing Participant who is Seller to an Option 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:</p> <p>(i) in the case of a Call:</p> <p>(a) the Clearing House directing such Buyer to accept Delivery from such</p>

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	<p>Seller in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Buyer paying to the Clearing House a settlement amount in accordance with the terms of the Option Open Contract to which the Buyer is party and directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Seller a settlement amount, calculated in accordance with the terms of the Option Open Contract to which the Seller is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) the Clearing House directing such Seller to accept Delivery from such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Buyer to Deliver to such Seller in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Seller paying to the Clearing</p>		<p>Seller in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Buyer paying to the Clearing House a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> in accordance with the terms of the Option Open Contract to which the Buyer is party and directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Seller a settlement amount <u>and the GST payable on such amount,</u> calculated in accordance with the terms of the Option Open Contract to which the Seller is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) the Clearing House directing such Seller to accept Delivery from such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Buyer to Deliver to such Seller in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Seller paying to the Clearing</p>

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	<p>House a settlement amount in accordance with the terms of the Option Open Contract to which the Seller is party and the directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Buyer a settlement amount, calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p style="text-align: center;">OR</p> <p>(b) between the Clearing House and a Clearing Participant who is Buyer to an Option Open Contract and between the Clearing House and a Clearing Participant who is Seller to an Option Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(i) in the case of a Call:</p> <p>(a) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount to such Seller calculated in accordance with the directions of the Clearing House and the terms of the Option Open Contract to which the Seller is party; and</p> <p>(b) Delivery by the Clearing House to</p>		<p>House a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> in accordance with the terms of the Option Open Contract to which the Seller is party and the directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Buyer a settlement amount <u>and the GST payable on such amount,</u> calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p style="text-align: center;">OR</p> <p>(b) between the Clearing House and a Clearing Participant who is Buyer to an Option Open Contract and between the Clearing House and a Clearing Participant who is Seller to an Option Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(i) in the case of a Call:</p> <p>(a) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount <u>and the GST payable on such amount</u> to such Seller calculated in accordance with the directions of the Clearing House and the terms of the Option Open Contract to which the Seller is party; and</p> <p>(b) Delivery by the Clearing House to</p>

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	<p>such Buyer and the Buyer paying a settlement amount to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) Delivery by such Buyer to the Clearing House and the Clearing House paying a settlement amount to such Buyer calculated in accordance with the directions of the Clearing House and the terms of the Option Open Contract to which the Buyer is party; and</p> <p>(b) Delivery by the Clearing House to such Seller and the Seller paying a settlement amount to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Seller is party.</p>		<p>such Buyer and the Buyer paying a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) Delivery by such Buyer to the Clearing House and the Clearing House paying a settlement amount <u>and the GST payable on such amount</u> to such Buyer calculated in accordance with the directions of the Clearing House and the terms of the Option Open Contract to which the Buyer is party; and</p> <p>(b) Delivery by the Clearing House to such Seller and the Seller paying a settlement amount <u>and the GST amount referred to in Rule 113(1)</u> to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Seller is party.</p>
Rule 805	Failure to Deliver or pay settlement amount	Rule 805	Failure to Deliver or pay settlement amount
	<p>(a) A Clearing Participant, directed to Deliver in accordance with Rule 801 or 802 who fails to make such Delivery within the time prescribed by the Clearing House is in default of its obligations.</p>		<p>(a) A Clearing Participant, directed to Deliver in accordance with Rule 801 or 802 who fails to make such Delivery within the time prescribed by the Clearing House is in default of its obligations.</p>

EXISTING PROVISIONS		AMENDED PROVISIONS	
	<p>(b) A Clearing Participant who fails to accept Delivery or pay a settlement amount in accordance with Rule 801 or 802 is in default of its obligations.</p> <p>(c) 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 1102.</p>		<p>(b) A Clearing Participant who fails to accept Delivery, or pay a settlement amount <u>or the GST amount referred to in Rule 113(1)</u> in accordance with Rule 801 or 802 is in default of its obligations.</p> <p>(c) 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 1102.</p>
Rule 806	<p>Failure to accept Delivery</p> <p>A Clearing Participant accepting Delivery in fulfillment of an Open Contract who has not made payment calculated in accordance with the terms of such Open Contract and the directions of the Clearing House is in default of its obligations. Any Instrument which is the subject of such Delivery may be sold by the Clearing House. The proceeds from such sale less any expenses incurred by the Clearing House will be credited to the account of the Clearing Participant that failed to meet its obligations and that Clearing Participant remains liable to pay to the Clearing House the balance of the full settlement amount calculated in accordance with the terms of the Open Contract.</p>	Rule 806	<p>Failure to accept Delivery</p> <p>A Clearing Participant accepting Delivery in fulfillment of an Open Contract who has not made payment calculated in accordance with the terms of such Open Contract and the directions of the Clearing House is in default of its obligations. Any Instrument which is the subject of such Delivery may be sold by the Clearing House. The proceeds from such sale less any expenses incurred by the Clearing House <u>and related taxes</u> will be credited to the account of the Clearing Participant that failed to meet its obligations and that Clearing Participant remains liable to pay to the Clearing House the balance of the full settlement amount calculated in accordance with the terms of the Open Contract.</p>

[End of Rule Amendments]