

AMENDMENTS TO ASX 24 OPERATING RULES

SECTION 7 DEFINITIONS AND INTERPRETATION

Environmental Registry means a registry established and operated by such entity as determined by the Market Operator, which is governed by an Environmental Registry Agreement.

Environmental Registry Agreement means an agreement published by the relevant Environmental Registry and entered into by the Approved Clearing Facility to govern the holding of Environmental Certificates or Units.

Environmental Certificate or Unit means a certificate or unit as defined in the relevant Individual Contract Specification that is the Underlying Commodity of the relevant Futures Contract.

SCHEDULE 1 - INDIVIDUAL CONTRACT SPECIFICATIONS

**2.67.1 - ENVIRONMENTAL FUTURES CONTRACTS - AUSTRALIAN CARBON CREDIT UNITS (ACCUs)
(AMENDMENTS NOT MARKED UP)**

Heading	Individual Contract Specifications
Underlying Commodity	<p>Australian Carbon Credit Unit, as defined in the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth), as amended from time to time, equal to one tonne of carbon dioxide equivalent (tCO₂-e) stored or avoided by a project.</p> <p>Issuer: Clean Energy Regulator, or its successor</p> <p>Registry: Australian National Registry of Emissions Units, or its successor</p> <p>Vintage: All</p>
Contract Unit	1000 Units
Type of Contract	Deliverable
Contract value	The face value of each contract at the formation of the Environmental Futures Contract between Buyer and Seller rounded to two decimal places and expressed in such currency as determined by the Market Operator
Settlement Value	The Settlement Value shall be calculated by the Approved Clearing Facility multiplying the Daily Settlement Price on the Final Trading Day x 1000
Payment of Settlement Value	<p>(a) Payment of the Settlement Value is to be made by the Buyer to the Approved Clearing Facility on the Settlement Day by a time determined by the Approved Clearing Facility.</p> <p>(b) The method of payment shall be determined by the Approved Clearing Facility from time to time.</p>
Delivery Procedures	To be a party to delivery, Clearing Participants must maintain an account at the Environmental Registry. Clearing Participants that do not maintain an account at the Environmental Registry must have appropriate procedures in place to ensure close out of any open client positions prior to the Final Trading Day cut off times detailed in the Procedures and must provide an attestation as determined by the Market Operator.
Seller's Obligation to Deliver	The Seller, or its Clearing Participant, must ensure that on the second Business Day following the Final Trading Day, by no later than a time determined by the Approved Clearing Facility, a transfer of the relevant Units in accordance with the instructions received from the Approved Clearing Facility, is made to the designated account within the relevant Environmental Registry. The relevant Units are to be transferred on a gross basis.
Buyer's Obligation to Pay Settlement Amount	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to the Approved Clearing Facility in accordance with the Procedures and the operating rules of the Approved Clearing Facility.
Release of Settlement Funds	The Approved Clearing Facility will release settlement funds via a payment method (as determined by the Approved Clearing Facility) to Clearing Participants on the Settlement Day at a time determined by it, provided delivery has occurred in accordance with these Operating Rules.

Circumstances Delaying Delivery	If any delivery of Units required under these Rules cannot be effected by the time specified in the Procedures due to the unavailability of the Environmental Registry or other issue, such delivery shall be made as soon as possible and in accordance with any instructions that may be given by the Market Operator in consultation with the Approved Clearing Facility.
Circumstances Preventing Delivery	<p>(a) If, due to circumstances beyond the control of the Buyer or Seller (as applicable or their Clearing Participants) the Seller is permanently unable to deliver the Units or the Buyer is permanently unable to accept the Units as required under these Rules, the Market Operator or Approved Clearing Facility will cancel the delivery process and the contracts of the Buyer and Seller will be cash settled at a price determined and advised by the Market Operator or Approved Clearing Facility.</p> <p>(b) For the purpose of this provision, “circumstances beyond the control of the Buyer or Seller” are limited to the following:</p> <ul style="list-style-type: none"> (i) the services provided by the Environmental Registry to the Approved Clearing Facility in connection with the Environmental Futures Contracts are terminated or amended in a manner which prevents the performance of delivery obligations in accordance with these Rules, including where the Environmental Registry or Issuer cancels or revokes the Units; (ii) natural disasters; (iii) fires, floods or explosions; (iv) acts of Government including governmental restriction or control on export, import or foreign exchange; (v) war; (vi) strikes; or (vii) any other circumstances which the Market Operator or Approved Clearing Facility determines to be beyond the control of the Buyer or Seller; which was not reasonably foreseeable by the Buyer or Seller (as applicable).
Inability of the Approved Clearing Facility to declare Settlement Price and undesirable situations	If a situation is developing or has developed which is capable of preventing the declaration of the Settlement Price in accordance with these Individual Contract Specifications, or if a situation within the meaning of Rule [3100] is developing or has developed, then the provisions of that Rule [3100] shall apply and any provision of the Rules which cannot be complied with until the Settlement Price has been declared shall be complied with as soon as possible after it has been declared.
Exclusion of Liability	The Market Operator shall have no liability with respect to the performance of the Environmental Registry in connection with these Rules, including where the Environmental Registry or Issuer cancels or revokes the Units. Neither the Buyer nor the Seller will have any claim whatsoever against the Market Operator or its respective officers, employees and agents or any related body corporate (as defined in the Corporations Act 2001), for any loss or damage suffered as a result of, or in connection with, any delivery or failure to deliver, any Underlying Commodity however such loss or damage may be caused.

2.67.2 - ENVIRONMENTAL FUTURES CONTRACTS - AUSTRALIAN LARGE – SCALE GENERATION CERTIFICATES (LGCs) (AMENDMENTS NOT MARKED UP)

Heading	Individual Contract Specifications
Underlying Commodity	<p>Large-Scale Generation Certificate as defined in the Renewable Energy (Electricity) Act 2000 (Commonwealth), as amended from time to time, (excluding wood waste certificates) equal to one megawatt hour (1 MWH) of renewable energy generation</p> <p>Issuer: Clean Energy Regulator, or its successor</p> <p>Registry: Renewable Energy Certificates Registry, or its successor</p> <p>Vintage: Only Certificates created in the assessment year or earlier are accepted (Vintage Rule)</p>
Contract Unit	1000 Certificates
Type of Contract	Deliverable
Contract value	The face value of each contract at the formation of the Environmental Futures Contract between Buyer and Seller rounded to two decimal places and expressed in such currency as determined by the Market Operator
Settlement Value	The Settlement Value shall be calculated by the Approved Clearing Facility multiplying the Daily Settlement Price on the Final Trading Day x 1000
Payment of Settlement Value	<p>(a) Payment of the Settlement Value is to be made by the Buyer to the Approved Clearing Facility on the Settlement Day by a time determined by the Approved Clearing Facility.</p> <p>(b) The method of payment shall be determined by the Approved Clearing Facility from time to time.</p>
Delivery Procedures	To be a party to delivery, Clearing Participants must maintain an account at the Environmental Registry. Clearing Participants that do not maintain an account at the Environmental Registry must have appropriate procedures in place to ensure close out of any open client positions prior to the Final Trading Day cut off times detailed in the Procedures and must provide an attestation as determined by the Market Operator.
Seller's Obligation to Deliver	The Seller, or its Clearing Participant, must ensure that on the second Business Day following the Final Trading Day, by no later than a time determined by the Approved Clearing Facility, a transfer of the relevant Certificates in accordance with the instructions received from the Approved Clearing Facility, is made to the designated account within the relevant Environmental Registry. The relevant Certificates are to be transferred on a gross basis.
Buyer's Obligation to Pay Settlement Amount	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to the Approved Clearing Facility in accordance with the Procedures and the operating rules of the Approved Clearing Facility.
Release of Settlement Funds	The Approved Clearing Facility will release settlement funds via a payment method (as determined by the Approved Clearing Facility) to Clearing Participants on the Settlement Day at a time determined by it, provided delivery has occurred in accordance with these Operating Rules.
Circumstances	If any delivery of Certificates required under these Rules cannot be effected by the time

<p>Delaying Delivery</p>	<p>specified in the Procedures due to the unavailability of the Environmental Registry or other issue, such delivery shall be made as soon as possible and in accordance with any instructions that may be given by the Market Operator in consultation with the Approved Clearing Facility.</p>
<p>Circumstances Preventing Delivery</p>	<p>(a) If, due to circumstances beyond the control of the Buyer or Seller (as applicable or their Clearing Participants) the Seller is permanently unable to deliver the Certificates or the Buyer is permanently unable to accept the Certificates as required under these Rules, the Market Operator or Approved Clearing Facility will cancel the delivery process and the contracts of the Buyer and Seller will be cash settled at a price determined and advised by the Market Operator or Approved Clearing Facility.</p> <p>(b) For the purpose of this provision, “circumstances beyond the control of the Buyer or Seller” are limited to the following:</p> <ul style="list-style-type: none"> (i) the services provided by the Environmental Registry to the Approved Clearing Facility in connection with the Environmental Futures Contracts are terminated or amended in a manner which prevents the performance of delivery obligations in accordance with these Rules, including where the Environmental Registry or Issuer cancels or revokes the Certificates; (ii) natural disasters; (iii) fires, floods or explosions; (iv) acts of Government including governmental restriction or control on export, import or foreign exchange; (v) war; (vi) strikes; or (vii) any other circumstances which the Market Operator or Approved Clearing Facility determines to be beyond the control of the Buyer or Seller; which was not reasonably foreseeable by the Buyer or Seller (as applicable).
<p>Inability of the Approved Clearing Facility to declare Settlement Price and undesirable situations</p>	<p>If a situation is developing or has developed which is capable of preventing the declaration of the Settlement Price in accordance with these Individual Contract Specifications, or if a situation within the meaning of Rule [3100] is developing or has developed, then the provisions of that Rule [3100] shall apply and any provision of the Rules which cannot be complied with until the Settlement Price has been declared shall be complied with as soon as possible after it has been declared.</p>
<p>Exclusion of Liability</p>	<p>The Market Operator shall have no liability with respect to the performance of the Environmental Registry in connection with these Rules, including where the Environmental Registry or Issuer cancels or revokes Certificates. Neither the Buyer nor the Seller will have any claim whatsoever against the Market Operator or its respective officers, employees and agents or any related body corporate (as defined in the Corporations Act 2001), for any loss or damage suffered as a result of, or in connection with, any delivery or failure to deliver, any Underlying Commodity however such loss or damage may be caused.</p>

2.67.3 - ENVIRONMENTAL FUTURES CONTRACTS - NEW ZEALAND UNITS (NZUs) (AMENDMENTS NOT MARKED UP)

Heading	Individual Contract Specifications
Underlying Commodity	<p>New Zealand Unit as defined in the Climate Change Response Act 2002 (New Zealand), as amended from time to time, which represent an allowance to emit one tonne of carbon dioxide equivalent (tCO₂-e) greenhouse under the New Zealand Emissions Trading Scheme.</p> <p>Issuer: New Zealand government, or its successor</p> <p>Registry: New Zealand Emissions Trading Register, or its successor</p> <p>Vintage: Not Applicable</p>
Contract Unit	1000 Units
Type of Contract	Deliverable
Contract value	The face value of each contract at the formation of the Environmental Futures Contract between Buyer and Seller rounded to two decimal places and expressed in such currency as determined by the Market Operator
Settlement Value	The Settlement Value shall be calculated by the Approved Clearing Facility multiplying the Daily Settlement Price on the Final Trading Day x 1000
Payment of Settlement Value	<p>(a) Payment of the Settlement Value is to be made by the Buyer to the Approved Clearing Facility on the Settlement Day by a time determined by the Approved Clearing Facility.</p> <p>(b) The method of payment shall be determined by the Approved Clearing Facility from time to time.</p>
Delivery Procedures	To be a party to delivery, Clearing Participants must maintain an account at the Environmental Registry. Clearing Participants that do not maintain an account at the Environmental Registry must have appropriate procedures in place to ensure close out of any open client positions prior to the Final Trading Day cut off times detailed in the Procedures and must provide an attestation as determined by the Market Operator.
Seller's Obligation to Deliver	The Seller, or its Clearing Participant, must ensure that on the second Business Day following the Final Trading Day, by no later than a time determined by the Approved Clearing Facility, a transfer of the relevant Units in accordance with the instructions received from the Approved Clearing Facility, is made to the designated account within the relevant Environmental Registry. The relevant Units are to be transferred on a gross basis.
Buyer's Obligation to Pay Settlement Amount	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to the Approved Clearing Facility in accordance with the Procedures and the operating rules of the Approved Clearing Facility.
Release of Settlement Funds	The Approved Clearing Facility will release settlement funds via a payment method (as determined by the Approved Clearing Facility) to Clearing Participants on the Settlement Day at a time determined by it, provided delivery has occurred in accordance with these Operating Rules.
Circumstances Delaying	If any delivery of Units required under these Rules cannot be effected by the time specified in the Procedures due to the unavailability of the Environmental Registry or

Delivery	other issue, such delivery shall be made as soon as possible and in accordance with any instructions that may be given by the Market Operator in consultation with the Approved Clearing Facility.
Circumstances Preventing Delivery	<p>(a) If, due to circumstances beyond the control of the Buyer or Seller (as applicable or their Clearing Participants) the Seller is permanently unable to deliver the Units or the Buyer is permanently unable to accept the Units as required under these Rules, the Market Operator or Approved Clearing Facility will cancel the delivery process and the contracts of the Buyer and Seller will be cash settled at a price determined and advised by the Market Operator or Approved Clearing Facility.</p> <p>(b) For the purpose of this provision, “circumstances beyond the control of the Buyer or Seller” are limited to the following:</p> <ul style="list-style-type: none"> (i) the services provided by the Environmental Registry to the Approved Clearing Facility in connection with the Environmental Futures Contracts are terminated or amended in a manner which prevents the performance of delivery obligations in accordance with these Rules, including where the Environmental Registry or Issuer cancels or revokes the Units; (ii) natural disasters; (iii) fires, floods or explosions; (iv) acts of Government including governmental restriction or control on export, import or foreign exchange; (v) war; (vi) strikes; or (vii) any other circumstances which the Market Operator or Approved Clearing Facility determines to be beyond the control of the Buyer or Seller; which was not reasonably foreseeable by the Buyer or Seller (as applicable).
Inability of the Approved Clearing Facility to declare Settlement Price and undesirable situations	If a situation is developing or has developed which is capable of preventing the declaration of the Settlement Price in accordance with these Individual Contract Specifications, or if a situation within the meaning of Rule [3100] is developing or has developed, then the provisions of that Rule [3100] shall apply and any provision of the Rules which cannot be complied with until the Settlement Price has been declared shall be complied with as soon as possible after it has been declared.
Exclusion of Liability	The Market Operator shall have no liability with respect to the performance of the Environmental Registry in connection with these Rules, including where the Environmental Registry or Issuer cancels or revokes the Units. Neither the Buyer nor the Seller will have any claim whatsoever against the Market Operator or its respective officers, employees and agents or any related body corporate (as defined in the Corporations Act 2001), for any loss or damage suffered as a result of, or in connection with, any delivery or failure to deliver, any Underlying Commodity however such loss or damage may be caused.

AMENDMENTS TO ASX 24 OPERATING RULES PROCEDURES (AMENDMENTS NOT MARKED UP)

SCHEDULE 1 - INDIVIDUAL CONTRACT SPECIFICATIONS PROCEDURES

2.67 ENVIRONMENTAL FUTURES CONTRACTS (AMENDMENTS NOT MARKED UP)

2.67.1 - ENVIRONMENTAL FUTURES CONTRACT – AUSTRALIAN CARBON CREDIT UNITS (ACCUs)

Manner of quoting futures prices	Australian Dollars
Minimum fluctuations for quoting futures prices	AUD to 2 decimal places (0.01)
Settlement Month	March such that sufficient Settlement Months are available for participants to trade the next five years
Hours of Trading	10:00am - 4:00pm
Final Trading Day	4 March or if 4 March is not a Business Day, the next Business Day
Time at which trading ceases on Final Trading Day	12:00 noon (except that Block Trades may be agreed at any time up to 5:00pm on the Final Trading Day and that between 12:00 noon and 5:00pm the Block Trade minimum threshold is 1)
Final Time by which a Block Trade may be submitted for cancellation	6:00pm on the Final Trading Day for cancellation (Block Trades can be agreed up until 5pm on the Final Trading Day)
Final Time by which an Exchange for Physical transaction may be submitted for cancellation	5:30pm on the Final Trading Day for cancellation (Exchange For Physical's can be agreed up until 12pm on the Final Trading Day)
Final time by which Seller's obligation to deliver Units must be satisfied	The Seller, or its Clearing Participant, shall deliver the Units to the nominated account of the Approved Clearing Facility at the Registry by no later than 4:30pm on the second Business Day following the Final Trading Day The Seller, or its Clearing Participant, can commence delivering the Units to the Approved Clearing Facility nominated registry account from the Final Trading Day (FTD)
Final time by which Buyer's obligation to pay Settlement Amount must be satisfied	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to be received by the Approved Clearing Facility by 10.30am (as applicable) on the Settlement Day
Settlement Day	Three Business Days following the Final Trading Day

2.67.2 - ENVIRONMENTAL FUTURES CONTRACT – AUSTRALIAN LARGE - SCALE GENERATION CERTIFICATES (LGCs)

Manner of quoting futures prices	Australian Dollars
Minimum fluctuations for quoting futures prices	AUD to 2 decimal places (0.01)
Settlement Month	Each January such that sufficient Settlement Months are available for participants to trade the next five years
Hours of Trading	10:00am - 4:00pm
Final Trading Day	27 January or if 27 January is not a Business Day, the next Business Day
Time at which trading ceases on Final Trading Day	12:00 noon (except that Block Trades may be agreed at any time up to 5:00pm on the Final Trading Day and that between 12:00 noon and 5:00pm only the Block Trade minimum threshold is 1)
Final Time by which a Block Trade may be submitted for cancellation	6:00pm on the Final Trading Day for cancellation (Block Trades can be agreed up until 5pm on the Final Trading Day)
Final Time by which an Exchange for Physical transaction may be submitted for cancellation	5:30pm on the Final Trading Day for cancellation (Exchange For Physical's can be agreed up until 12pm on the Final Trading Day)
Final time by which Seller's obligation to deliver Certificates must be satisfied	Seller, or its Clearing Participant, shall deliver the Certificates to the nominated account of the Approved Clearing Facility at the Registry by no later than 4:30pm on the second Business Day following Final Trading Day The Seller, or its Clearing Participant, can commence delivering the Certificates to the Approved Clearing Facility nominated registry account from the Final Trading Day (FTD)
Final time by which Buyer's obligation to pay Settlement Amount must be satisfied	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to be received by the Approved Clearing Facility by 10.30am (as applicable) on the Settlement Day
Settlement Day	Three Business Day following the Final Trading Day

2.67.3 - ENVIRONMENTAL FUTURES CONTRACT – NEW ZEALAND UNITS (NZUs)

Manner of quoting futures prices	New Zealand Dollars
Minimum fluctuations for quoting futures prices	NZD to 2 decimal places (0.01)
Settlement Month	Each May such that sufficient Settlement Months are available for participants to trade the next five years
Hours of Trading*	10:30am - 4:00pm
Final Trading Day	4 May or if 4 May is not a Business Day, the next Business Day
Time at which trading ceases on Final Trading Day	12:00 noon (except that Block Trades may be agreed at any time up to 5:00pm on the Final Trading Day and that between 12:00 noon and 5:00pm only the Block Trade minimum threshold is 1)
Final Time by which a Block Trade may be submitted for cancellation	6:00pm on the Final Trading Day for cancellation (Block Trades can be agreed up until 5pm on the Final Trading Day)
Final Time by which an Exchange for Physical transaction may be submitted for cancellation	5:30pm on the Final Trading Day for cancellation (Exchange For Physical's can be agreed up until 12pm on the Final Trading Day)
Time by which Seller's obligation to deliver Units must be satisfied	The Seller, or its Clearing Participant, shall deliver the Units to the nominated account of the Approved Clearing Facility at the Registry by no later than 4:30pm on the second Business Day following the Final Trading Day The Seller, or its Clearing Participant, can commence delivering Certificates to the Approved Clearing Facility nominated registry account from the Final Trading Day (FTD)
Final time by which Buyer's obligation to pay Settlement Amount must be satisfied	The Buyer, or its Clearing Participant, shall pay the Settlement Amount to be received by the Approved Clearing Facility by 10.30am (as applicable) on the Settlement Day
Settlement Day	Three Business Days following the Final Trading Day

*All times are NZ times

Procedure 2500.1: Futures Daily Settlement Price Procedures

Futures Contracts	Specified Tick Range
Environmental Futures	5 dollars

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Procedure 3200.9: Reference Price and Cancellation Ranges for Contracts not subject to the ASIC Competition Market Integrity Rules (ASIC Competition MIRs)

Ranges for Commodity Futures Products

Futures Contracts	NCR	QCR (Lower Limit)	QCR (Upper Limit)	Start of ETR
Environmental Futures	1.5% DP	>1.5% DP	≤15% DP	>15%

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Procedure 3801: Documents to be given to a Client and Client Agreements

Environmental Futures Client Agreement – Minimum Terms

1. Interpretation

“**ASX Clear (Futures)**” means ASX Clear (Futures) Pty Limited.

“**Environmental Registry**” has the same meaning as in the ASX Clear (Futures) Operating Rules.

“**Environmental Registry Agreement**” has the same meaning as in the ASX Clear (Futures) Operating Rules.

“**Interest**” has the same meaning as in the ASX Clear (Futures) Operating Rules.

“**Underlying Commodity**” has the same meaning as in the ASX Clear (Futures) Operating Rules.

2. The nature of the Environmental Futures Contracts and the Underlying Commodity

The Client acknowledges that:

- (a) ASX Clear (Futures) operates a clearing and settlement facility for deliverable Futures Contracts over an Underlying Commodity which is Environmental Certificates or Units;
- (b) Under the ASX Clear (Futures) Operating Rules, a Clearing Participant which is a Seller under a deliverable Futures Contract must ensure that ASX Clear (Futures) holds, prior to the settlement of the contract by effecting delivery of the Underlying Commodity, an Interest in the Underlying Commodity and that Interest will be held by ASX Clear (Futures) for the benefit of that Clearing Participant;
- (c) ASX Clear (Futures) will hold the Interest in the Underlying Commodity for the benefit of a Clearing Participant which is a Buyer where the Buyer has taken delivery in accordance with the ASX Clear (Futures) Operating Rules;

- (d) the Underlying Commodity in which ASX Clear (Futures) holds the Interest is held by the Environmental Registry under the terms of the Environmental Registry Agreement;
- (e) the Environmental Registry will recognise ASX Clear (Futures) as the owner of the Interest in the Underlying Commodity;
- (f) ASX Clear (Futures) may deal with, and exercise all rights attached to, its Interest in the Underlying Commodity in accordance with the ASX Clear (Futures) Operating Rules and the Environmental Registry Agreement and need not, subject to the ASX Clear (Futures) Operating Rules, have regard to any interest the Client or Clearing Participant might have in the Underlying Commodity; and
- (g) ASX Clear (Futures) has no obligation to insure any Interest or any Underlying Commodity represented by that Interest.

3. No representations and warranties

The Client acknowledges that neither the Market Operator nor ASX Clear (Futures) makes any warranty or representation to the Client, the Trading Participant, or the Clearing Participant:

- (a) that the Environmental Registry Agreement or any similar agreement between the Environmental Registry and any other person is valid or enforceable;
- (b) that the interest conferred on ASX Clear (Futures) under the Environmental Registry Agreement is a valid and enforceable interest or that it confers on or through ASX Clear (Futures) a proprietary interest in the relevant Underlying Commodity; or
- (c) concerning the suitability or financial viability of, or the services provided by, the Environmental Registry or the Underlying Commodity.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from any contract created or contemplated by the ASX 24 Operating Rules.

4. Authority

If the Client transfers or delivers, or provides for transfer or delivery, of the Underlying Commodity to the Clearing Participant to enable the Clearing Participant to meet its obligations to ASX Clear (Futures) under the ASX Clear (Futures) Operating Rules, the Client represents and warrants to each of the Trading Participant and the relevant Clearing Participant that:

- (a) it has capacity and authority to transfer or deliver (as applicable) the Underlying Commodity to the Clearing Participant;
- (b) the Clearing Participant is authorised to transfer or deliver (as applicable) the Underlying Commodity (or an interest in the Underlying Commodity) to ASX Clear (Futures); and
- (c) the Underlying Commodity (or an interest in the Underlying Commodity) is free from any encumbrance or lien.

5. ASX Clear (Futures) Directions

The Client acknowledges that ASX Clear (Futures) may make a direction to the Clearing Participant to accept delivery from ASX Clear (Futures) of all or part of the Underlying Commodity represented by the Interest which ASX Clear (Futures) holds for the benefit of the Clearing Participant. The Client also acknowledges that if the Clearing Participant does not comply with a direction of that kind from ASX Clear (Futures), ASX Clear (Futures) has powers under the ASX Clear (Futures) Operating Rules to dispose of the Underlying Commodity represented by the Interest.

6. Clearing Participant Directions

Where the Clearing Participant holds or receives the Underlying Commodity or any interest in the Underlying Commodity for the benefit of the Client, the Client must in turn comply with any direction given in connection with the holding, transfer or delivery of the interest or the Underlying Commodity which the Clearing Participant considers necessary to comply with its obligations under the ASX Clear (Futures) Operating Rules or any agreement between the Clearing Participant and the Environmental Registry. The Trading Participant may take all necessary steps, including the execution of all necessary documents, to give effect to that direction.

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Procedure 4060: Order Negotiation - Pre-Negotiated Orders

Contract	Minimum Prescribed Time between RFQ and Entry of Orders: Outright Market	Minimum Prescribed Time between RFQ and Entry of Orders: User Defined Strategy orders	After Prescribed Time has elapsed – time allowed for order execution	Minimum Volume Threshold
Commodities				
Environmental Futures	30 seconds	30 seconds	90 seconds	1 lot

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Procedure 4800: Exchange for Physical

For the purpose of Rule [4800] EFPs may only be effected as follows:

PHYSICAL COMPONENT OF EFP		
Market Operator Product	Exchanged for	Examples of acceptable evidence of the physical transaction
Environmental Futures Contracts	<p>Where the Over The Counter (OTC) component of an EFP is within 15% of the value, the following are accepted:</p> <p>ACCU Futures – OTC forward agreement or physical Australian Carbon Credit Units eligible for surrender with the Registry</p> <p>LGC Futures – OTC forward agreement or physical Large Generation Certificates eligible for surrender with the Registry (excluding wood waste)</p> <p>NZU Futures – OTC forward agreement or physical New Zealand</p>	<p>A confirmation based on the underlying ISDA Agreement (or equivalent legally binding agreement), confirming the physical component of the OTC forward agreement is legally binding between the two parties to the EFP</p> <p>or</p> <p>Evidence from the relevant Registry demonstrating that the physical Certificate or Unit settled between the parties to</p>

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	Units eligible for surrender with the Registry	the EFP
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Procedure 4820 – Block Trades

For the purposes of Rule [4820] the Market Operator has prescribed the following Derivatives Market Contracts and conditions for the Block Trade Facility:

Contract Type	Applicable Contract	Agreement & Reporting Day Session	Agreement & Reporting Night Session	Minimum Threshold	Minimum Trading Increment
Environmental Futures Contracts	All	<p>Block trades may be agreed at any time, except during the pre-open period.</p> <p>For Block Trades agreed during the contract trading session and up to one hour after the close, electronic reporting must be completed within 10 minutes of agreement between the parties; or 30 minutes for multi-leg (4 or more legs) Block Trade.</p> <p>For Block Trades agreed outside the trading session and later than one hour after the close, electronic reporting must be completed on the next Business Day between 8:30am and 9:50am Sydney time.</p>	Not available	<p>25 lots</p> <p>Where a Block Trade is agreed between 12:00 noon and 5:00pm local time on the Final Trading Day then the threshold for that Environmental Futures Contract will be 1 lot.</p>	\$0.01

AMENDMENTS TO ASX CLEAR (FUTURES) OPERATING RULES

PART 1 DEFINITIONS

Bulk Handler	Any company which operates Delivery Depots with whom ASX Clear (Futures) has entered into an arrangement for the storage and handling of grain.
Bulk Handler Agreement	An agreement with a Bulk Handler governing the storage and handling of grain.
Delivery Depot	A facility for the storage and handling of grain in a location approved by the Exchange in consultation with ASX Clear (Futures).
Environmental Contract	One of the matching Deliverable Contracts for Environmental Certificates or Units (as applicable), as determined by the Exchange, between ASX Clear (Futures) and a Clearing Participant which arise when a Deliverable Contract for Environmental Certificates or Units is registered by and novated to ASX Clear (Futures) under these Rules.
Environmental Registry	An Environmental Registry determined by the Exchange and set out in the Individual Contract Specifications.
Environmental Registry Agreement	An agreement between ASX Clear (Futures) and the relevant Environmental Registry governing the holding of Environmental Certificates or Units.
Grain Contract	One of the matching Deliverable Contracts for grain, as determined by the Exchange, between ASX Clear (Futures) and a Clearing Participant which arise when a Deliverable Contract for grain is registered by and novated to ASX Clear (Futures) under these Rules.
Interest	<p>(i) In relation to an Underlying Commodity that is grain, means the interest which ASX Clear (Futures) has in the Underlying Commodity under the terms of the Bulk Handler Agreement.</p> <p>(ii) in relation to a Wallumbilla Natural Gas Futures Contract, the natural gas deliverable at the Wallumbilla High Pressure Trade Point which underlies the contract, as determined by the Exchange.</p> <p>(iii) In relation to an Underlying Commodity that is an Environmental Certificate or Unit, means the interest which ASX Clear (Futures) has in the Underlying Commodity under the terms of the relevant Environmental Registry Agreement.</p>
Specified Quantity	In respect of a Deliverable Contract means the quantity of the Underlying Commodity which must be delivered on settlement of the contract, as determined by the Exchange.
Underlying Commodity	In relation to a Deliverable Contract, the type of Commodity which underlies the contract, as determined by the Exchange.

PART 6 MANDATORY CASH SETTLEMENT AND DELIVERY PROCEDURES

Rule 63 Delivery Procedures

- 63.1 Subject to the Rules and the Exchange Operating Rules, Delivery under Deliverable Contracts shall at the absolute discretion of ASX Clear (Futures) be effected by:
- (a) ASX Clear (Futures) directing Clearing Participants holding Open Contracts under which they are obliged to make or take delivery to make delivery to or take delivery from a Clearing Participant holding an opposite obligation nominated by ASX Clear (Futures) and to make or receive the settlement amount accordingly. Clearing Participants shall comply with any direction so given and any failure to do so shall be deemed to be a Default; or
 - (b) ASX Clear (Futures) making or taking delivery under Open Contracts subject to delivery obligations and paying or receiving the settlement amounts accordingly. Any failure by a Clearing Participant to give or take delivery or pay the settlement amount under an Open Contract with ASX Clear (Futures) shall be deemed to be a Default.
- 63.2 Delivery effected under Rule 63.1 shall be a full and complete discharge of obligations under the relevant Open Contracts.
- 63.3 A Clearing Participant shall comply with all provisions of Exchange Operating Rules or the Rules and the terms of Open Contracts relating to the delivery of information, documents or Commodity to ASX Clear (Futures) or to Clearing Participants and shall comply with all time limits therein imposed. Clearing Participants shall be obliged to accept Delivery of any Commodity made in accordance with the Rules and the Exchange Operating Rules.
- 63.4 ASX Clear (Futures) shall be under no obligation to check any Commodity or document received from a Clearing Participant in relation to an obligation to give or take delivery under an Open Contract. The passing on of such Commodity or a direction to deliver to a Clearing Participant in respect to which ASX Clear (Futures) is making or taking delivery shall not be taken to be acceptance of such Commodity or document by ASX Clear (Futures) and rejection of such Commodity or documents by such Clearing Participant in accordance with the Exchange Operating Rules or the Rules shall be deemed to be a rejection by ASX Clear (Futures).
- 63.5 ASX Clear (Futures) shall have no liability with respect to any forged Commodity or document delivered to Clearing Participants pursuant to Rule 63.1 (whether by or at the direction of ASX Clear (Futures)) and the sole recourse of the Clearing Participant receiving such forged Commodity or document shall be to the Clearing Participant which delivered or caused to be delivered that forged Commodity or document to the Clearing Participant or ASX Clear (Futures) and ASX Clear (Futures) shall have no liability under any Open Contract as a result of any non-fulfilment of that Open Contract because of such forgery.
- 63.6 Where ASX Clear (Futures) is obliged under Open Contracts to make or have effected delivery of a Commodity and does not receive delivery or delivery is not available, under an Open Contract opposite in effect in accordance with the Rules it

shall not be obliged to effect or have effected delivery of the Commodity but may effect cash settlement with the Buyer or Seller (including in the case of a Wallumbilla Natural Gas Futures Contract) at a price determined by the Relevant Exchange which price may include any compensation determined by the Relevant Exchange pursuant to Exchange Operating Rules. Where ASX Clear (Futures) is satisfied that any failure by a Clearing Participant to deliver to ASX Clear (Futures) or to deliver at its direction is due to delivery being rendered impossible ASX Clear (Futures) may instead direct that such Clearing Participant may make cash settlement to it in such an amount as it determines.

Explanatory Note:

Delivery under a Wallumbilla Natural Gas Futures Contract is dealt with in Rule 66. Where a Buyer or Seller that has failed to make delivery under a Wallumbilla Natural Gas Futures Contract, the cash settlement amount determined by ASX Clear (Futures) will not include an amount of compensation.

[Delivery under an Environmental Futures Contract is dealt with in Rule 67. Where a Seller has failed to make delivery under an Environmental Futures Contract including where there is a Default, the cash settlement amount determined by ASX Clear \(Futures\) may include an amount of compensation to the Buyer where that buyer has incurred a financial loss in sourcing underlying Certificates or Units and that buyer has taken all steps necessary to effect delivery. There will be no compensation component to either Buyer or Seller where delivery cannot occur due to cancellation or revocation of the relevant Environmental Certificates or Units by the relevant Environmental Registry.](#)

- 63.7 If ASX Clear (Futures) invoice is not ready by the time Prescribed then ASX Clear (Futures) may estimate the amount of such invoice and the Buyer shall pay such invoice on account. ASX Clear (Futures) shall likewise estimate the amount payable to the Seller and shall pay the amount on account, pending final calculation.
- 63.8 Subject to any shorter period specified in the Exchange Operating Rules, any dispute or claim with respect to the delivery of a Commodity shall be referred to arbitration in accordance with Rule 91 within seven (7) Business Days of the Relevant Exchange.

66 Wallumbilla Natural Gas Futures Contract Delivery Procedures

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(AMENDMENTS NOT MARKED UP)

67 Environmental Futures Contracts

- 67.1 Delivery under an Environmental Futures Contract shall be effected in accordance with Rule 63.1(b).
- 67.2 For the purposes of Rule 63.1(b), ASX Clear (Futures) shall make or take delivery under an Environmental Contract in accordance with the following:

- (a) ASX Clear (Futures) shall take delivery under an Open Contract subject to delivery obligations by:
 - (i) the Seller transferring or procuring the transfer of an Interest in the Specified Quantity of the Underlying Commodity to ASX Clear (Futures) at the Environmental Registry; and
 - (ii) ASX Clear (Futures) amending its records at or as soon as practicable after the transfer of an Interest in the Specified Quantity of the Underlying Commodity, the proportion (by amount) of the Interest in the Underlying Commodity which ASX Clear (Futures) holds at the Environmental Registry for the benefit of the Seller (which at the time of the transfer may be zero) increases by the Specified Quantity;
- (b) ASX Clear (Futures) shall make delivery under an Open Contract subject to delivery obligations by amending its records at or as soon as practicable after the, transfer of an Interest in the Specified Quantity of the Underlying Commodity the proportion (by amount) of the Interest in the Underlying Commodity which ASX Clear (Futures) holds at the Environmental Registry for the benefit of the Buyer (which at the time of the transfer may be zero) increases by the Specified Quantity.

67.3 ASX Clear (Futures) shall hold all Interests in the Underlying Commodity at the Environmental Registry in relation to making or taking delivery under an Environmental Contract in accordance with the Rules and the Procedures.

67.4 **Attestation of Delivery Readiness**

To be a party to delivery, Clearing Participants must maintain an account at the Environmental Registry. Clearing Participants that do not maintain an account at the Environmental Registry must have appropriate procedures in place to ensure close out of any open client positions prior to the Final Trading Day cut off times detailed in the Operating Rules of the Exchange and must provide an attestation as determined by the Exchange.

AMENDMENTS TO ASX CLEAR (FUTURES) OPERATING RULES PROCEDURES (AMENDMENTS NOT MARKED UP)

Procedure 67 - Environmental Futures Contracts

67.1 APPLICATION

67.1.1 Application of Rules

This Procedure relates to Environmental Contracts.

67.2 HOLDING THE INTEREST IN RELATION TO DELIVERY

67.2.1 Transfer of Interest by Clearing Participant to ASX Clear (Futures)

A Clearing Participant may transfer or procure the transfer of an Interest in a quantity of the Underlying Commodity to ASX Clear (Futures) at the Environmental Registry for the purpose of effecting delivery in respect of an Environmental Contract.

At any time prior to that Interest being nominated by the Clearing Participant to effect delivery in respect of an Environmental Contract, the Clearing Participant may direct ASX Clear (Futures) to transfer in whole or part the Interest to the Clearing Participant's nominated account at the Environmental Registry in accordance with the Procedures.

67.2.2 Holding of Interest for Clearing Participant prior to settlement of Environmental Contract

Where a Clearing Participant transfers or procures the transfer of an Interest in a quantity of the Underlying Commodity to ASX Clear (Futures) at the Environmental Registry for the purpose of effecting delivery in respect of an Environmental Contract, ASX Clear (Futures) will hold that Interest for the benefit of that Clearing Participant from the time at which the Environmental Registry records ASX Clear (Futures) as the owner of that Interest under the terms of the Environmental Registry Agreement until the Settlement Time for the relevant Environmental Contract. The risk in respect of that Interest will remain with the Clearing Participant until the Settlement Time when it will pass to ASX Clear (Futures).

67.2.3 Holding of Interest for Buyer following settlement of Environmental Contract

On the settlement of an Environmental Contract between ASX Clear (Futures) and the Buyer, ASX Clear (Futures) will, from the Settlement Time, hold the Interest for the benefit of the Buyer. The risk in respect of that Interest will pass from ASX Clear (Futures) to the Buyer at the Settlement Time.

A Buyer may thereafter direct ASX Clear (Futures) to transfer in whole or part the Interest to the Buyer's nominated account at the Environmental Registry in accordance with the Procedures.

67.2.4 Application of Environmental Registry Agreement

Each Clearing Participant for whom ASX Clear (Futures) holds an Interest under these Rules acknowledges that the Underlying Commodity in which ASX Clear (Futures) holds the Interest is held by the Environmental Registry under the terms of the Environmental Registry Agreement. Those Clearing Participants acknowledge that the Environmental

Registry will hold the Underlying Commodity for a number of clients of the Environmental Registry (one of which is ASX Clear (Futures)) and will recognise the Interest of ASX Clear (Futures) in the Underlying Commodity with the other clients of the Environmental Registry. Those Clearing Participants also acknowledge that the Environmental Registry will recognise ASX Clear (Futures) as the owner of the Interest in the Underlying Commodity.

67.2.5 Co-mingling

Each Clearing Participant for whom ASX Clear (Futures) holds an Interest under these Rules also acknowledges the Interest which ASX Clear (Futures) holds at any point in time may be held for the benefit of more than one Clearing Participant. The proportion of the Interest held for the benefit of each Clearing Participant will be determined by ASX Clear (Futures) in accordance with its records, which will record that proportion as an amount of the Underlying Commodity.

67.2.6 ASX Clear (Futures) direction to take Underlying Commodity

ASX Clear (Futures) may direct a Clearing Participant to accept a transfer from ASX Clear (Futures) at the Clearing Participant's nominated account at the Environmental Registry of all or part of the Underlying Commodity represented by the Interest which ASX Clear (Futures) holds for its benefit. The Clearing Participant must immediately comply with any direction given by ASX Clear (Futures) under this Procedure 67.2.6 and take all steps and execute all documents required to give effect to that direction.

67.2.7 Failure to comply with direction

If a Clearing Participant fails to comply with a direction under Procedure 67.2.6, the Clearing Participant irrevocably authorises ASX Clear (Futures) to take any action which ASX Clear (Futures) considers appropriate to dispose of the relevant portion of the Interest including, without limitation, sell the Underlying Commodity represented by that portion of the Interest and following such sale, account to the Clearing Participant for the proceeds of sale after deducting any costs, expenses, taxes or other amounts incurred by ASX Clear (Futures) in connection with the sale. The Clearing Participant indemnifies ASX Clear (Futures) in respect of all losses, damages, liabilities, claims, costs and expenses arising in connection with any failure by the Clearing Participant to comply with a direction under Procedure 67.2.6 and any exercise by ASX Clear (Futures) of its powers under this Procedure 67.2.7.

67.2.8 Representations by Clearing Participant

Each Clearing Participant:

- (a) which transfers, or procures the transfer of an Interest to ASX Clear (Futures) under these Rules or which requests the transfer or procures the transfer of an Interest from ASX Clear (Futures) under these Rules:
 - (i) represents and warrants that it has and will continue to have for so long as it is the relevant Clearing Participant in respect of that Interest, the capacity and authority to do so; and
 - (ii) warrants to ASX Clear (Futures) and to each other Clearing Participant that the Interest or any other interest in the Underlying Commodity is free from any encumbrance, lien, tax or levy;

- (b) for whom ASX Clear (Futures) holds a portion of the Interest under these Rules represents and warrants that it has and will continue to have for so long as it is the relevant Clearing Participant in respect of that Interest, the capacity and authority to do so; and
- (c) indemnifies ASX Clear (Futures) in respect of all losses, damages, liabilities, claims, costs and expenses arising from any representation or warranty by that Clearing Participant under paragraphs (a) or (b) of this Procedure 67.2.8 being incorrect.

67.2.9 Indemnity from Clearing Participants

Each Clearing Participant for whom ASX Clear (Futures) holds an Interest under these Rules indemnifies ASX Clear (Futures) in respect of all losses, damages, liabilities, claims, costs and expenses arising in connection with the holding of that Interest. The apportionment of liability under this indemnity among Clearing Participants will be determined by ASX Clear (Futures) acting reasonably and having regard to the proportion of the Interest which it holds for the benefit of each of the relevant Clearing Participants at the relevant times.

67.2.10 Insurance

ASX Clear (Futures) has no obligation to insure any Interest or any Underlying Commodity represented by that Interest.