



TSAF OTC S.A.
TRAD-X TRADING PLATFORM

RULEBOOK
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IMPORTANT DISCLAIMER

TSAF OTC SA has applied for, but has not yet received, authorisation from the Autorité de Contrôle Prudentiel et de Résolution (ACPR) and the Autorité des Marchés Financiers (AMF) for the amendments included in this Rulebook.

The documents are being made available in draft form for the convenience of clients of TSAF OTC SA but are subject to change

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Contents

	Page
PART 1 - General Provisions	1
101 Definitions and Interpretation	1
102 Application.....	4
103 Amendments and Market Circulars.....	5
104 The Platform.....	5
106 Governing Law and Jurisdiction	7
107 English translation	7
PART 2 - Participation In the Platform	8
201 Application Procedure	8
202 Eligibility	8
203 Participants Obligations	8
204 Access to the System.....	10
205 Resignation, Suspension and Termination	11
206 Market Making activities.....	12
PART 3 – Financial Instrument Traded on the Platform	13
301 Eligible Financial Instruments	13
PART 4 - Trading Rules	14
401 General systems operations	14
402 Financial Instruments and Trading Protocols	14
403 Trades are Firm.....	14
404 Error Trade Policy	15
405 Suspension/Halting of Trading.....	16
406 Market Surveillance.....	17
407 Market Controls.....	18
408 Algorithmic Trading	18
409 Voiding of Transactions Not Accepted for Clearing.....	18
410 Provision of Data to Authorities.....	19
PART 5 - Powers of Tradition And disciplinary sanctions.....	20
501 Tradition - Disciplinary Action	20
502 Tradition - Sanctions	20
503 Tradition - Procedures.....	20
PART 6 - Cooperation With Regulatory Authorities	22
601 Cooperation with Regulatory Authorities	22
PART 7 - Other Provisions	23
701 Fees and Costs	23
702 Participant Cooperation	23
703 Notice	23
APPENDIX 1: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: EURO INTEREST RATE SWAPS.....	24
APPENDIX 1A: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: EURO INTEREST RATE SWAPS – THE EUREX ORDER BOOK	29
APPENDIX 2: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: STERLING INTEREST RATE SWAPS.....	32

PART 1 - GENERAL PROVISIONS**101 Definitions and Interpretation**

101.1 In these Rules, the following expressions shall have the meanings set out below:

Affiliate	in relation to any person, any other person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such person (and, for the purposes of this definition, "control" of a person means the power, direct or indirect (i) to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such person, or (ii) to direct or cause the direction of the management and policies of such person, whether by contract or otherwise);
Algorithmic Trading	means algorithmic trading within the meaning of Article 4(1)(39) of MiFID 2 and article L.533-10-3 1° of the Monetary and Financial Code;
Authorised Clearing Participant	means a Participant who is a clearing member of the Clearing House, or has in place a commercial relationship with such a clearing member in order to obtain access to the Clearing House;
Board	means the board of directors of Tradition;
Clearing House	means a financial institution acceptable to Tradition (and so designated by Tradition in accordance with Rule 102.2 from time to time) which provides clearing and settlement services in relation to transactions in financial instruments and the access of which is not prohibited by the AMF in accordance with article L.424-3 of the Monetary and Financial Code;
Combination Order	means an order which states that two or more orders must be executed simultaneously;
Competent Authority	Means an Authority or a self-regulatory body having jurisdiction over the relevant matter;
Eligibility Criteria	means the objective criteria which determines eligibility to be a Participant and participate in the System, as set out in Rule 202;
EMIR	means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, and related legislation, commonly, and collectively, known as the European Market Infrastructure Regulation;
Eurex Clearing	means Eurex Clearing AG;
Financial Instrument	means the financial instruments admitted to trading on the Platform from time to time and as described in more detail in a Financial Instrument Appendix;

Financial Instrument Appendix means the appendix or appendices to these Rules describing the Financial Instruments;

Insolvency Event means, in relation to any Participant:

(a) that an order is made by a court of competent jurisdiction, or a resolution is passed, for the liquidation, bankruptcy or administration of such Participant or a notice of appointment of a bankruptcy trustee or administrator of such Participant is filed with a court of competent jurisdiction;

(b) the appointment of a manager, receiver, administrative receiver, administrator, trustee or other similar officer of such Participant or in respect of any part or any of its assets;

(c) such Participant convenes a meeting of its creditors generally or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors generally (otherwise than in the course of a reorganisation or restructuring previously approved in writing by Tradition);

(d) such Participant is unable to pay its debts as they become due or admits in writing its inability to pay its debts as they are due or is insolvent;

(e) a petition is presented for the winding up of the Participant, provided that an Insolvency Event shall not have occurred due to the filing of winding-up petition which is discharged, stayed or dismissed within thirty (30) days of commencement; or

(f) any action occurs in respect of any Participant in any jurisdiction which is analogous to any of those set out in sub-paragraphs (a), (b), (c), (d) or (e) immediately above;

LCH LTD means LCH LTD the Central Counterparty

Market Abuse has the meaning given to it in MAR;

Market Abuse Regulation or MAR means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse;

Market Circular means a communication described as such and published (on the Tradition website or otherwise) and/or issued by Tradition (electronically or otherwise), and as may be addressed to Participants generally or to a specific category of Participants, relating to the Platform;

Market Maker		means a market maker within the meaning of Article 4(1)(7) of MiFID 2;
Market Making Agreement		means the document of the same name (including other documentation referenced therein) entered into between Tradition and a Participant acting as a Market Maker in which such Participant pursues a Market Making Strategy with the Platform, as per Article 1 of the Commission Delegated Regulation (EU) 2017/578 of 13 June 2016 supplementing MiFID 2 with regard to regulatory technical standards specifying the requirements on market making agreements and schemes;
Market Making Strategy		as defined in Article 1 of the Commission Delegated Regulation (EU) 2017/578 of 13 June 2016 supplementing MiFID 2 with regard to regulatory technical standards specifying the requirements on market making agreements and schemes and as further specified in these Rules;
MiFID 2		means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2016 on markets in financial instruments;
MiFID 2 Transaction Reporting Obligations		means the obligations described in Article 26 of MiFIR;
MiFIR		means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012;
Monetary and Financial Code		means the French <i>Code monétaire et financier</i> ;
Multilateral Trading Facility or MTF		means a multilateral trading facility within the meaning of Article 4(1)(22) of MiFID 2;
Non-Reporting Participant		has the meaning ascribed to it in Rule 105.2;
Order Input Collar		means the technological function in the System which operates to prevent an order being entered into the System by a Participant, and so reject such order, where the order is more than 5bps through the then current mid-price on the Platform in the relevant tenor. In the absence of a then current mid-price on the Platform, the 5bps will be measured by reference to the Tradition Curve. For the avoidance of doubt, the Participants acknowledge that the Order Input Collar will not prevent Combination Orders which themselves would have been prevented by the Order Input Collar had they been entered initially by the Participant but which instead are triggered by the entering of an initial order which is not itself prevented by the Order Input Collar;
Participant		means a person who has been admitted to participate on the Platform pursuant to the rules set out in Part 2 of these Rules;

Participant's Authorised Representatives	means any representative (and, for the avoidance of doubt, there may be multiple Participant's Authorised Representatives for any Participant) as may be notified to Tradition by the Participant in writing (to trading.operations@tradition.com) by the individual appointed in accordance with Rule 204.2 from time to time;
Platform	means the Trad-X market operated by Tradition;
Price List	means the document issued by Tradition from time to time (in accordance with the provisions of the Trad-X User Agreement) detailing the fees and costs in relation to the Platform;
RGAMF	means the <i>Règlement général de l'Autorité des marchés financiers</i> ;
Rules	means these rules as the same may be amended, varied, extended, supplemented or replaced from time to time in accordance with Rule 103;
System	means the electronic trading system operated and administered by Tradition for the purpose of the Platform;
Trading Day	means a day on which the Platform is open for business as indicated in the relevant Financial Instrument Appendix;
Tradition	TSAF OTC, a <i>société anonyme</i> organised under the laws of France with its registered office à 9 place Vendôme, 75001 Paris, France and with registered number 450 959 341 RCS Paris;
Tradition Curve	means the yield curve maintained and developed by Tradition;
Tradition Group Company	means all Affiliates of Tradition;
Trad-X User Agreement	means the agreement of the same name governing access by Participants to the System;
Transaction	means where, in respect of a Financial Instrument, a buy and a sell order are matched in the System such that a contract results in accordance with Title II of MiFID 2; and

101.2 References to statutes, statutory instruments, rules of a regulatory authority or provisions thereof shall be construed as references to any of the foregoing as they may be amended, extended varied or replaced from time to time.

101.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

101.4 Appendices to these Rules form part of, and are subject to, these Rules.

102 Application

102.1 These Rules set out the terms and conditions which shall apply to participation in and trading on the Platform for all Participants in order to ensure orderly operation of the relevant

market(s) operated by Tradition.

- 102.2 LCH LTD and Eurex Clearing are the Clearing Houses used by the Platform and will clear all Financial Instrument transactions concluded in the System until such time as they may be removed or replaced with or augmented by another Clearing House, pursuant to the terms of these Rules.

103 Amendments and Market Circulars

- 103.1 Subject to the remaining provisions of this Rule 103 and prior approval by the Competent Authority pursuant to articles L.424-2, R.* 424-2 and R.* 424-3 of the Monetary and Financial Code and article 521-3 of the RGAMF, Tradition has the right to amend, extend, vary or supplement the Rules (including the removal and appointment of any Clearing House) from time to time to the extent necessary or desirable in light of prevailing market conditions.
- 103.2 Participants shall be notified of any non-material changes at least ten (10) Trading Days prior to the effective date thereof other than those required to be made without delay by law or regulation. Tradition shall, in its discretion, acting reasonably, decide whether a change is “non-material”.
- 103.3 Tradition will consult with Participants prior to submitting any material amendments of the Rules to the approval of the Competent Authority, except those made in an emergency (in which case temporary amendments may be made pending consultation at the earliest possible opportunity) or those required to be made without delay by law or regulation, and Participants will have a minimum of ten (10) Trading Days to comment on proposed changes. Immediately following such consultation period, Tradition shall give to Participants notice of the submission of such changes to the approval of the Competent Authority and such changes shall become effective upon approval by the Competent Authority.
- 103.4 If any modification of the Rules materially adversely affects the rights or obligations of any Participant, that Participant may, within five (5) Trading Days of being notified of such modification, resign its participation and cease to be a Participant by giving notice in writing to Tradition.
- 103.5 Any amendments, extensions, variations or supplements to the Rules shall be notified to Participants by way of a Market Circular sent to Participants.
- 103.6 Tradition shall procure that the Rules and each Appendix, as updated from time to time, are available on Tradition's website (www.tradition.com).

104 The Platform

- 104.1 The Platform enables Participants to enter into Financial Instrument transactions electronically by use of the System in the manner provided in these Rules.
- 104.2 Subject to Appendix 1 and other relevant provisions of these Rules, the System will display all prices and automatically selects the best price in terms of highest bid and lowest offer prices and if there are two identical bid or offer prices then priority will strictly be given to the earlier price submitted to the System. A price is valid until deleted either by the Participant who submits it to the System at the end of the Trading Day. Where a Participant enters into the System a bid or offer price for which a corresponding resting offer or bid price (respectively) exists at a better level, the System will match the Participant's bid or offer at such improved level; for Participants accessing the System via a GUI, in such cases the System will notify such Participant of the existence of an offer or bid at an improved level in order to permit the

Participant to have its bid or offer (as the case may be) matched at such improved level. When Financial Instrument transactions are matched in the System by a 'bid' being matched against an 'offer' or an 'offer' being matched against a 'bid', whether entered by a Participant or on behalf of a Participant by Tradition (through voice interaction), a trade will be deemed executed between the parties to the Financial Instrument transaction upon the terms of the matched 'bid' and 'offer'. The point of matching of 'bid' and 'offer' by the System shall be the definitive point at which there is an executed, valid and final trade on the System (subject to any other applicable provision of these Rules including, but not limited to, provisions dealing with error trades). Following deemed execution of a trade, each party to the trade agrees to submit the transaction for clearing at the Clearing House in accordance with, and subject to, the rules and regulations of the Clearing House.

- 104.3 Parties to Financial Instrument transactions shall remain anonymous to Participants on the System prior to the matching of a trade, but immediately following execution of a trade the Participants who are party to that trade shall be made known to one another by electronic confirmations from the System to the relevant Participants' systems ('straight-through-processing').
- 104.4 Tradition shall promptly, following matching of a trade, provide each Participant who is a party to such trade with electronic confirmations containing all relevant information on that trade including, but not limited to, stated time of the trade, size of the trade, the price at which the trade was executed, the currency of the trade and the counterparty (in BIC code form) to the trade.
- 104.5 Tradition shall make available on at least a quarterly basis a report containing data relating to the quality of execution of transactions on the Platform, including details about price, costs, speed and likelihood of execution for individual Financial Instruments, to the public, in accordance with the requirements of MiFID 2 and subsidiary legislation.
- 104.6 Tradition shall publish on its website all new Participants to the Platform and indicate which Participants are Market Makers on the Platform.
- 104.7 Tradition, as operator of the Platform, is responsible for retaining records of all orders and Transactions entered into on the Platform for a minimum of 5 years. All Transactions concluded on the Platform shall be registered by Tradition in a special electronic file in which the data regarding the contracts executed on the Platform are registered as soon as reasonably practicable; Each separate Transaction shall have an identification number and shall include :
 - (a) the contracting parties including the identity of the Clearing House;
 - (b) type, object and time and date of conclusion of the Transaction; and
 - (c) quantity and price.

105 Transaction Reporting

- 105.1 Each Participant which is subject to the MiFID 2 Transaction Reporting Obligations shall ensure that it complies with such obligations.
- 105.2 Tradition, as operator of the Platform, shall report Transactions which are executed by a Participant which is not subject to the MiFID 2 Transaction Reporting Obligations (a "**Non-Reporting Participant**"), provided always that:

- (a) such Non-Reporting Participant shall provide to Tradition, promptly upon request, all such information required by Tradition in order to report such Transaction in accordance with the requirements of MiFID 2; and
- (b) Tradition, as operator of the Platform, is reporting such Transactions in its capacity as a traded venue and not for, or on behalf of, the Non-Reporting Participant, and shall have no liability to Non-Reporting Participants in respect of the reporting of any Transactions.

106 Governing Law and Jurisdiction

- 106.1 These Rules shall be construed and applied in accordance with the laws of France.
- 106.2 Except where these Rules provide expressly to the contrary, any dispute between a Participant and Tradition concerning these Rules, any transaction effected pursuant to these Rules, and any non-contractual obligations arising out of or in connection with these Rules, shall be governed by the laws of France and all such matters and disputes related to the same shall be subject to the exclusive jurisdiction of the French courts, to which all Participants submit.

107 English translation

- 107.1 The English translation of the Rules is provided for information purposes only, for official purposes Participants shall refer to the French version of the rules.

PART 2 - PARTICIPATION IN THE PLATFORM**201 Application Procedure**

- 201.1 Applications for admission to participate in the Platform shall be made through the submission to Tradition, at trading.operations@tradition.com of an application pack.
- 201.2 The application must include all supporting information as stipulated in the application form, failing which the application will be returned to the applicant and will not be processed until fully completed.
- 201.3 All fully completed applications shall be determined by Tradition within ten (10) Trading Days of receipt and notice promptly provided to the applicant of such determination to the address so notified by the applicant in their application pack.

202 Eligibility

- 202.1 An application for admission to participate on the Platform will only be considered if the applicant meets the following requirements:
- (a) the applicant:
 - (i) is of sufficient good repute;
 - (ii) has a sufficient level of trading ability, competence and experience;
 - (iii) has, where applicable, adequate organisational arrangements;
 - (iv) has sufficient resources for the role they are to perform, taking into account the different financial arrangements that the venue may have established in order to guarantee the adequate settlement of transactions; or
 - (b) the applicant is
 - (i) an EEA regulated investment firm (as defined under MiFID 2) or a credit institution (as defined under Directive 2013/36/EU) or otherwise licensed and supervised by a financial market supervisory authority in its country of incorporation, and pursuant to the applicable laws of that country be a credit institution or have a status equivalent to an EEA regulated investment firm, provided that an agreement on cooperation and exchange of information is in place between the Competent Authority and the relevant supervisory authority of the applicant's country of incorporation; or
 - (ii) is incorporated in or operating in the EEA and is exempt from regulation under MIFID 2 in accordance with Article 2(1) of MIFID 2.
- 202.2 Tradition shall use reasonable efforts and devote appropriate resources for the purpose of undertaking a diligent investigation of the circumstances of the applicant for the purpose of assessing compliance with the Eligibility Criteria.

203 Participants Obligations

- 203.1 Each Participant will be responsible for all orders and actions taken on the Participant's user account by the Participant's Authorised Representatives or any other officer, employee or agent of the Participant who possesses a valid access permission that would allow such

person to submit an order or take any other action on the System (with the exceptions set out in these Rules or in the Trad-X User Agreement for the Participant).

- 203.2 A Participant must at all times have adequate systems and controls intended to minimise the risk of error in relation to offers or bids submitted to the Platform and to ensure that its conduct on the Platform complies with these Rules.
- 203.3 All Participants are responsible for ensuring that their staff are adequately trained to use the Platform.
- 203.4 Participants are responsible for settling Financial Instrument Transactions executed on the Platform. In the event that Transactions are in relation to Financial Instruments which are to be cleared, Participants shall be bound by the rules and procedures of the Clearing House in the event of a settlement default provided that nothing in this Rule 203.4 shall prevent Tradition from taking any action in respect of any defaulting Participant which Tradition is permitted to undertake under these Rules.
- 203.5 Participants must not, in respect of any of their business on the Platform:
- (a) commit any act or engage in any course of conduct which creates or is likely to create a false or misleading impression as to the market in, or the price of, any Financial Instrument; or
 - (b) do or engage in any act or course of conduct which is likely to harm the integrity or stability of the System (including without limitation trading in a disruptive manner).
- 203.6 Participants must inform Tradition, as soon as reasonably practicable, upon the occurrence of any of the following:
- (a) becoming aware that they or any of their respective Participant's Authorised Representatives are unable to comply with these Rules;
 - (b) the occurrence of any Insolvency Event relating to the Participant;
 - (c) a material breach of these Rules upon becoming aware thereof; or
 - (d) ceasing to meet any of the Eligibility Criteria.
- Subject to any other relevant provision of these Rules, all information and evidence provided to Tradition in accordance with this Rule 203.6 shall be kept confidential and not disclosed to any person other than the relevant Participant and Tradition.
- 203.7 Participants are responsible for retaining records of all orders and Transactions entered into on the Platform for a minimum of 5 years.
- 203.8 Participants must continue to meet the Eligibility Criteria at all times whilst a Participant.
- 203.9 Specific Participant obligations in relation to particular Financial Instrument types shall be set out in the applicable Financial Instrument Appendix from time to time.
- 203.10 Without prejudice to any other provision in these Rules, each Participant further represents, warrants and undertakes to Tradition and to all other Participants that for the whole period in which it is a Participant on the Platform up to and including any period during which there is any outstanding Transaction of which the Participant is a party awaiting settlement by it on the Platform:

- (a) it will trade on the Platform only on a dealing on own account capacity and for its own account and will not enter into Transactions on the Platform other than for proper trading purposes;
- (b) it will at all times comply with any relevant laws and regulations applicable to Participants in relation to their activity on the Platform, including those on Market Abuse, as amended from time to time and as applicable in the relevant jurisdiction. In particular, it has established and implemented and maintains all appropriate steps to identify, prevent and manage conflicts of interests that may arise in the course of its activities on the Platform, in compliance with its obligations under Article 23 of MiFID 2;
- (c) it will act with fairness, honesty, due skill, care and diligence and will refrain from any act that may jeopardise the proper functioning of the Platform or compromise the integrity of trading on it;
- (d) if requested by Tradition, it will demonstrate at least once a year, its continuing satisfaction of the Eligibility Criteria. Tradition may require the presentation of any data, information or documents useful to this purpose, including certifications from auditing;
- (e) it will maintain a contractual relationship with the Clearing House(s) either directly or via an agent in order to allow the settlement of transactions executed on the Platform;
- (f) it will assure the efficient settlement of its Transactions to facilitate the trading on the Platform;
- (g) it will keep confidential and it will not to disclose in any way any information or data supplied to or derived from the Platform, and
- (h) it will certify that each algorithm within the meaning of Article 4(39) of MiFID 2 it deploys has been declared in accordance with the applicable laws and tested to avoid contributing to or causing disorderly trading conditions prior to the deployment or to a substantial update of a trading algorithm or trading strategy. Participants must confirm that they have successfully tested each algorithm within the Tradition designated EAT system and upon request by Tradition, the Participant must provide satisfactory evidence of the successful certification of the testing activities carried out in the dedicated environment made available by Tradition and explain the means used for testing. Additionally, it has to ensure that the software used to access the Platform has undergone the appropriate conformance testing with Tradition when a) it introduces a new release or version or otherwise modifies any software previously conformed and/or b) it is requested by Tradition.

203.11 Participants will be bound by these Rules and by any decision of made pursuant to these Rules.

204 Access to the System

204.1 Participants will be granted access to the System by Tradition in order to enter into Financial Instrument transactions.

204.2 Each Participant shall appoint at least one individual who is authorised by that Participant to make notifications in relation to the appointment, withdrawal or suspension of any of its Participant's Authorised Representative. Each Participant shall notify Tradition of the identity

of the individual appointed for this purpose from time to time. All notifications to Tradition in relation to the appointment, withdrawal or suspension of a Participant's Authorised Representative shall be made by the identified individual and Tradition shall be entitled to ignore any notification made by any other individual.

- 204.3 Every Participant is obliged to apply for the issuance of a personal access code (user code) for every Participant's Authorised Representative who will be trading through the System and for every other employee who needs access to the System for other reasons (e.g. system management, back-office responsibilities). Participants are obliged promptly to notify Tradition of any changes in personnel who have been allocated a personal access code by Tradition so that access rights can be terminated or new access rights granted where necessary in the case of individual employees.
- 204.4 No Participant shall allow unauthorised third parties to use the System for any purpose. The personal access code allocated to a specific employee is personal to that individual and may not be used by other persons.
- 204.5 Tradition shall maintain in operation continuously during trading hours (and trading hours shall be, for each Financial Instrument, such hours as are stated in the relevant Financial Instrument Appendix) a support helpdesk to which Participants shall have access (by both phone and email) free of charge for support issues related to the System or to any particular trade.

205 Resignation, Suspension and Termination

- 205.1 A Participant may resign its participation and cease to be a Participant by giving ten (10) Trading Days' prior notice in writing to Tradition (or such shorter period as may be required to comply with any applicable law or regulation). Tradition may, in addition, waive some or all of the notice period.
- 205.2 Participation may be suspended or terminated in accordance with Part 5 of these Rules. In addition, Tradition may immediately suspend a Participant's or an individual's access to the System or any part of the System or any Financial Instrument traded on the System or refuse to accept an order to the System or decline to allocate a personal access code to an individual in the event that Tradition, in its reasonable opinion, considers such action to be necessary to preserve the security or integrity of the System, to prevent violation of laws or regulations or to protect other users of the System from fraud. Tradition shall, so far as reasonably practicable and permitted by applicable law, give affected users reasonable advance notice of any such action and the effective time and date of such action.
- 205.3 Resignation, suspension or termination of a Participant's participation shall be without prejudice to the obligations of the Participant under Rules 106, 203.7, 203.9, 203.10, 205.3, 205.4, 205.5, Part 5, Part 6 and Rules 701 and 703 which shall survive such resignation or termination of the participation and endure through any suspension.
- 205.4 In the event of resignation, suspension or termination of a Participant's participation, the Participant shall ensure that prior to the effective time and date of the resignation, suspension or termination (as the case may be), any unmatched orders and/or prices which may result in the conclusion of Financial Instrument transactions by such Participant have been cancelled. In the event of failure on the part of the Participant promptly to effect such cancellation, Tradition shall cancel the unmatched orders and/or prices. Following resignation, suspension or termination, the Participant shall continue to be liable to perform Financial Instrument transactions concluded by it prior to the resignation, suspension or termination (as the case may be).

- 205.5 At the time and date that the resignation, suspension or termination of the participation of a Participant becomes effective, Tradition shall be entitled to take all measures necessary to prevent the Participant concerned from entering into new Financial Instrument transactions on the Platform.

206 Market Making activities

- 206.1 Pursuant to MiFID 2, if a Participant intends to pursue a Market Making Strategy on the Platform it must enter into a Market Making Agreement with Tradition. For the avoidance of doubt, a Participant is not allowed to pursue a Market Making Strategy on Financial Instruments belonging to a Financial Instrument's class where it is not classified as Market Maker.
- 206.2 The Participant acknowledges and agrees that Tradition may be requested by the Competent Authority to provide (and thereafter Tradition shall so provide) any information the Competent Authority reasonably requires to be satisfied that the applicable Market Making Agreement complies with the applicable provisions of MiFID 2.

PART 3 – FINANCIAL INSTRUMENT TRADED ON THE PLATFORM**301 Eligible Financial Instruments**

- 301.1 Tradition shall determine which Financial Instruments, from time to time, shall be admitted to trading on the Platform and the parameters for Financial Instrument transactions to be entered, and shall publish a list of such Financial Instruments on its website. Before admission of any Financial Instruments to trading on the Platform, Tradition shall ensure that such Financial Instruments are eligible for clearing, without any special, unusual or extraordinary procedures or costs, by the Clearing House.
- 301.2 Full details of Financial Instruments are set out in the applicable Financial Instrument Appendix.
- 301.3 Changes in the specifications of the Financial Instrument types available via the System shall be determined by Tradition and made known to all Participants in accordance with Rule 103.

PART 4 - TRADING RULES**401 General systems operations**

- 401.1 Tradition shall adopt all acts necessary to ensure the proper functioning of the Platform.
- 401.2 Tradition shall determine the operational features of the trading protocol of the Platform and may change it from time to time in accordance with the applicable laws.
- 401.3 Tradition may, for the purpose of maintaining fair and orderly markets (the following list is not intended to be exhaustive) and subject to these Rules:
- (a) at any time suspend the operation of all or part of the Platform, including the suspension of single Financial Instruments or categories of the same, suspension of Participants and/or cancellation of Transactions, if it determines that normal market conditions do not apply;
 - (b) postpone the start of trading for the Platform or any part thereof or extend the trading hours for the purpose of improving the functioning of the Platform;
 - (c) temporarily suspend trading for the Platform or any part thereof, in the case of a serious technical malfunction or other exceptional circumstances as determined by Tradition; and
 - (d) monitor the operation of the Platform and apply its policies in terms of risk controls, including orders' throttling and pre-trade controls.
- 401.4 The types of contracts available on the Platform are purchase and sale of Financial Instruments.

402 Financial Instruments and Trading Protocols

- 402.1 Details of each Financial Instrument and its trading protocols (including, without limitation details of Product Types, Credit Matrix, Orders, Order Book, Clearing/Settlement and Trading Days/Timings) are set out in the applicable Financial Instrument Appendix.

403 Trades are Firm

- 403.1 Financial Instrument transactions effected through the System by a Participant's Authorised Representatives shall be binding on such Participant, subject to any other provision of these Rules or the Trad-X User Agreement.
- 403.2 Participants shall be responsible for ensuring that they have the technological and operational arrangements and infrastructure in place to ensure the efficient and timely settlement of Transactions and shall be responsible for the settlement of such Transactions.
- 403.3 When requested, Participants shall provide Tradition with information about the settlement performance of Transactions effected through the Platform. Depending upon the nature of the Financial Instrument, this may include information on:
- (a) the proportion of the Participant's Transactions on the Platform that are subject of failed or delayed settlement;
 - (b) the number of Transaction rejected for clearing by a Clearing House; and

- (c) the breakdown of counterparties with which any failed or delayed settlement has occurred.

403.4 Participants shall inform Tradition of any major issue affecting settlement of Transactions effected through the Platform (including without limitation: (i) failure of settlement systems either at the Participant or third parties; and (ii) action taken by settlement or clearing agents to restrict or limit the settlement of Transactions by the Participant.

403.5 When requested by Tradition, Participants shall confirm and provide evidence to demonstrate that a Transaction or range of Transactions has settled, including as appropriate the date and time of settlement of the Transaction.

404 Error Trade Policy

404.1 Tradition may cancel a Transaction where it has been entered into and it constitutes an Error Trade as described in Rule 404.2.

404.2 An Error Trade shall occur where, due to an issue with the System, a Financial Instrument transaction is entered into:

- (a) in the name of a Participant without the knowledge or authority of such a Participant;
- (b) by a Participant's Authorised Representative after a notification to disable access to the System in respect of that Participant's Authorised Representative has been received by Tradition in accordance with the applicable procedures set out in the Trad-X User Agreement; or
- (c) where the operation of the Credit Matrix functionality (as described within the applicable Financial Instrument Appendices) should have prevented such Financial Instrument transaction being entered into; or
- (d) as a result of an order entering the System as a result of a failure of the Order Input Collar; or
- (e) which is manifestly erroneous.

404.3 In the event that Tradition becomes aware of an Error Trade or is notified by a Participant of an Error Trade (such notification from a Participant shall contain the information set out in Rule 404.5 and be sent in accordance with the provisions of Rule 404.4 and at least 30 minutes before the cut-off time for Tradition to send the Error Trade Cancellation Notice as set out in this Rule), Tradition shall issue a notice, containing the information required by Rule 404.6, to all affected Participants where it intends to cancel a Transaction pursuant to this Rule (a "**Error Trade Cancellation Notice**"). Tradition shall issue an Error Trade Cancellation Notice as soon as practicable following the Error Trade coming to its attention and in any event the Error Trade Cancellation Notice must be issued: (i) at least two (2) hours before the end of the operating times for the Clearing House (as may be defined in the Clearing House's applicable rules and procedures) on the applicable Trading Day, in the case of Transactions which are cleared; or (ii) at least 30 minutes before the end of the applicable Trading Day, in order for the procedures in Rules 404.7 to 404.11 to apply.

404.4 Any notification relating to an Error Trade must be made by a Participant to Tradition:

- (a) by email to the Trad-X dedicated cancellation email address at trading.operations@tradition.com or, where communicated by phone, then confirmed

by email promptly (and in any event no later than ten (10) minutes after the end of such phone communication); and

- (b) all communications must be from a Participant's Authorised Representative.

404.5 All notifications from Participants relating to an Error Trade must contain:

- (a) Participant's primary contact details (name and direct line);
- (b) all specific details of the Transaction(s);
- (c) timestamps for each Transaction; and
- (d) Participant's reason for considering the Transaction to be an Error Trade.

404.6 An Error Trade Cancellation Notice issued by Tradition shall specify the affected counterparty(ies), Transaction details and timestamps.

404.7 Within thirty (30) minutes after the issue of an Error Trade Cancellation Notice by Tradition, the Participants party to the relevant Transaction may, jointly, agree that the Transaction does not constitute an Error Trade (a "**Good Trade**"). Good Trades shall not be cancelled but all Error Trades shall be cancelled by Tradition in accordance with this Part 4 of these Rules.

404.8 Where an Error Trade is to be cancelled, then Tradition shall notify the counterparty(ies) of the cancellation of the Transaction, the Transaction shall be cancelled and a cancellation notice sent out to all Participants in respect of each such cancelled Transaction.

404.9 No handling charge will be payable in respect of a cancellation caused by any Error Trade.

404.10 If there is insufficient time in the Trading Day for any of the provisions of this Rule 404 to be carried out, Tradition and the relevant Participants shall use all reasonable endeavours (including within and in accordance with the rules of the Clearing House) to ensure that such procedures are completed prior to the commencement of trading on the next Trading Day or, if this is not possible, as soon as practicable after commencement of trading on the next Trading Day after the Trading Day on which the error event occurred.

404.11 Where an Error Trade relates to an order which forms part of a Combination Order, all orders that form part of that Combination Order shall be cancelled in accordance with the error trade process set out in Rules 404.7 to 404.10.

405 Suspension/Halting of Trading

405.1 Notification of any suspension of trading of the Platform as a whole, or in respect of one or more Financial Instruments shall be made by Tradition by way of Market Circular as soon as reasonably practicable.

405.2 Subject always to Rule 405.5, Tradition may at any time suspend trading in whole or in respect of one or more Financial Instrument types, if Tradition, as operator of the Platform:

- (a) in its discretion, acting reasonably, considers such action necessary to maintain the integrity of the Platform or the fair and orderly trading on the Platform (including without limitation where there is a significant price movement in a given Financial Instrument on the Platform or a related trading venue during a short period);
- (b) is directed to do so by a Competent Authority; or

- (c) without limitation to the generality of the foregoing, where another venue has suspended or removed from trading a Financial Instrument and another competent authority has exercised its right to require Tradition, as operator of the Platform to suspend or remove from trading such financial instrument, where the suspension or removal is due to:
 - (i) suspected market abuse;
 - (ii) a take-over bid;
 - (iii) the non-disclosure of inside information about the issuer or financial instrument infringing Articles 7 and 17 of MAR regarding inside information;

405.3 Tradition shall, as soon as practicable, revoke the suspension of trading in whole or in respect of one or more Financial Instrument types if, in its opinion acting reasonably, the reason for such suspension has ceased to exist.

405.4 If trading in specific Financial Instrument types is suspended in whole or in part, no new orders or prices may be entered in respect of such Financial Instrument type for the duration of the suspension and all orders which are not matched prior to the time of suspension shall be cancelled.

405.5 Tradition shall:

- (a) not exercise any power under these Rules to suspend or remove from trading any Financial Instrument which no longer complies with these Rules, where such a step would be likely to cause significant damage to the interest of investors or the orderly functioning of the Platform; and
- (b) where it does suspend or remove from trading a Financial Instrument, also suspend or remove any derivatives that relate or are referenced to that Financial Instrument, where necessary to support the objectives of the suspension or removal of the underlying Financial Instrument, and in such circumstances make public such decision in accordance with these Rules,

unless Tradition is so directed by a Competent Authority.

406 Market Surveillance

406.1 Tradition shall maintain in place systems to monitor compliance with the Rules, disorderly trading conditions and conduct that may involve Market Abuse. Tradition shall enforce compliance with these Rules and may take all measures necessary, in accordance with and subject to the provisions of these Rules, to ensure orderly trading and the smooth operation of the System.

406.2 In order to ensure an orderly system functionality, the commencement of trading may, at the order of Tradition, be postponed for the entire System or trading hours may be extended or shortened, provided that Tradition shall be under an obligation to restore normal trading and normal trading hours as soon as reasonably practicable.

406.3 In the event of technical problems that may lead to violation of laws or regulation, error trades or breaches of security, or may materially impact the performance or impact the integrity or stability of the System, Tradition may, for an individual Participant or all Participants, temporarily suspend access to or trading through the System, to the extent required as a result of such technical problems.

- 406.4 In the event of measures being taken which materially affect the operation of the System, the Participants affected thereby shall, to the extent possible, be promptly notified via the System or - in the case of a System failure - by other suitable electronic means (including, without limitation, by way of Market Circular).
- 406.5 If participation in trading through the System is not possible for individual Participants due to technical disruptions, the System shall continue to be available to other Participants, but Tradition shall be obliged to rectify such technical disruptions as soon as reasonably practicable.

407 Market Controls

- 407.1 Tradition, as operator of the Platform, reserves the right, in order to facilitate compliance with its regulatory obligations, to take all necessary steps and action to:
- (a) reject orders that exceed predetermined volume and price thresholds (as may be specified in Financial Instrument Appendices from time to time) or which are clearly erroneous;
 - (b) ensure that an Algorithmic Trading system cannot create or contribute to disorderly trading conditions on the Platform;
 - (c) ensure any disorderly trading conditions which do arise from the use of an Algorithmic Trading system are capable of being managed, including without limitation through the use of systems to limit the ratio of unexpected orders-to-Transactions that may be entered into the System by a Participant;
 - (d) ensure the flow of orders is capable of being slowed down if there is a risk of the System's capacity being reached;
 - (e) limit and enforce the minimum tick size which may be executed on the Platform (and which maybe specified in Financial Instrument Appendices from time to time); and
 - (f) require that Participants carry out appropriate testing of Algorithmic Trading systems within appropriate testing environments prior to deployment in 'live' use on the Platform.
- 407.2 Without limitation to its rights described elsewhere in this Part 4 of these Rules, Tradition may, in exceptional cases, cancel, vary or correct any Transaction.

408 Algorithmic Trading

- 408.1 Participants engaging in Algorithmic Trading on the Platform shall flag orders generated by such Algorithmic Trading in order for Tradition to be able to identify the following:
- (a) different algorithms used for the creation of orders; and
 - (b) the Participant initiating those orders.

409 Voiding of Transactions Not Accepted for Clearing

- 409.1 Where a Transaction concluded on the Platform (which shall be considered as electronic) is not accepted by the applicable Clearing House, Tradition, as operator of the Platform, shall void such Transaction. Where the non-acceptance is due to a technical or clerical problem,

the Transaction can be submitted for clearing once more within one hour from the previous submission in the form of a new Transaction but with the same economic terms, provided that both counterparties have agreed to the second submission. Participants acknowledge that Tradition, as operator of the Platform, shall not be subject to the requirements of Article 8 of MiFIR for the submission to clearing of the second Transaction.

410 Provision of Data to Authorities

- 410.1 Tradition shall supply to a Competent Authority, where required to by law, data and information on orders and Transactions, and in general on any Participant's activity, carried out on the Platform and all other data, information, acts or documents as and when so requested by a Competent Authority or required for Tradition to comply with its obligations.
- 410.2 In compliance with Article 31 of MiFID 2, Tradition shall inform the Competent Authority immediately of: (i) significant infringement of the Rules, (ii) disorderly trading conditions, or (iii) conduct that may indicate behaviour that is prohibited under MAR or system disruptions in relation to a Financial Instrument. The Participant shall provide Tradition with any and all data and information that may be reasonably requested by the matter in order to comply with applicable laws.

PART 5 - POWERS OF TRADITION AND DISCIPLINARY SANCTIONS**501 Tradition - Disciplinary Action**

501.1 Tradition may:

- (a) take disciplinary action against a Participant in respect of any act or omission that amounts to a material breach of these Rules in accordance with the procedures made under Rule 503 below; and
- (b) suspend or restrict a Participant's activities on the Platform on an interim basis when a matter is under investigation, provided that such suspension or restriction shall only be put in place where there is a reasonable suspicion that the Participant has committed a material breach of these Rules.

502 Tradition - Sanctions

502.1 If it deems necessary, Tradition may, subject to the disciplinary procedures set out in Rule 503 below, impose sanctions on a Participant for a material breach of the Rules constituting either or both of the following:

- (a) temporary suspension; and
- (b) termination of participation.

503 Tradition - Procedures

503.1 To achieve its overall aim to ensure the fair and orderly trading of Financial Instruments on the Platform, Tradition will operate procedures using non-discriminatory criteria, designed to identify breaches of, and ensure Participant compliance with, the Rules, including without limitation scrutiny of trading data and reports.

503.2 In the event of any alleged breach or suspected breach by a Participant of these Rules, Tradition shall notify the Participant of the commencement of an investigation along with reasonably sufficient information to allow the Participant to assess the alleged breach, save where such notification is precluded by applicable law or regulation. Where sufficient information exists regarding the cause of the alleged breach or suspected breach, such notification may include a request to the Participant to take such remedial action so as to ensure the alleged breach or suspected breach does not recur.

503.3 Tradition will investigate the facts of each case, seeking to understand why the alleged Rule breach occurred and will assess whether any remedial action the Participant has taken (pursuant to Rule 503.2) is adequate to prevent similar future occurrence.

503.4 In each case, Tradition shall determine whether impose any of the sanctions in Rule 502 in relation to a breach of the Rules. In coming to such a determination, Tradition shall take into account a number of factors, including without limitation:

- (a) the nature and seriousness of the Rule breach and the duration and frequency of misconduct;
- (b) how the Rule breach came to light (e.g. whether flagged by the Participant under investigation);

- (c) the actual or potential market impact of the Rule breach, and any other repercussions;
- (d) the extent to which the Rule breach was deliberate or reckless;
- (e) the compliance history of the Participant under investigation, and specific history regarding the Rule breach in question and whether any warning notices have previously been issued to the Participant in relation to the Rule;
- (f) consistent and fair application of the Rules (any precedents of similar Rule breaches); and
- (g) the responsiveness and conduct of the Participant in relation to the matter under investigation.

- 503.5 Upon conclusion of its investigation, Tradition will decide what action is necessary in each instance and shall communicate such decision promptly to the Participant (including if any action is to be taken). In addition (or in the alternative) to the sanctions described in Rule 502, Tradition may, as an initial step, request that the Participant concerned (where this has not already been done pursuant to Rule 503.2) takes remedial action so as to ensure the breach does not recur. Alternatively, Tradition may decide to issue a warning notice to the Participant concerned. Tradition shall ensure that any sanction imposed upon a Participant is proportionate to the Rule breach in question and, where the sanction is a temporary suspension, such suspension shall cease when the Participant has carried out remedial action to Tradition's reasonable satisfaction. For the avoidance of doubt and subject to any other relevant provision of these Rules (including without limitation Part 6 of these Rules), any investigation, action or sanction shall remain confidential.
- 503.6 During its investigation, Tradition shall permit the Participant reasonable opportunity to submit petitions and/or information in relation to the alleged breach and Tradition shall take such submissions into account in reaching a conclusion as to any necessary action.
- 503.7 A Participant shall cooperate with Tradition in the investigation of potential breaches by providing reasonable assistance to Tradition including the provision of information reasonably requested by Tradition, subject to regulatory and confidentiality restrictions.
- 503.8 For the avoidance of doubt, a Participant shall be under no obligation to comply with a request to take remedial action made pursuant to Rule 503.2 or 503.5.

PART 6 - COOPERATION WITH REGULATORY AUTHORITIES

601 Cooperation with Regulatory Authorities

- 601.1 Tradition will report to the Competent Authority any significant breaches of the Rules, disorderly trading conditions and conduct that may involve Market Abuse, or other information in relation to its operation of the Platform, under applicable law or regulation.
- 601.2 Tradition will assist the Competent Authority in any investigation conducted in relation to trading on the Platform.

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PART 7 - OTHER PROVISIONS**701 Fees and Costs**

- 701.1 Fees and costs shall be as set out in, and Participants shall pay such fees and charges in accordance with, the Price List, and upon the terms set out in the Trad-X User Agreement.

702 Participant Cooperation

- 702.1 Participants shall provide all reasonable assistance to Tradition (including without limitation providing information or access to systems, personnel and premises) as may be required to enable Tradition to carry out its obligations under these Rules or under applicable law or regulation.

703 Notice

- 703.1 Except as otherwise specified in these Rules (including, without limitation, a Market Circular), any notice or other communication in connection with these Rules (each, a **"Notice"**) shall be:

- (a) in writing in English; and
- (b) delivered by hand, fax, registered post or by courier using an internationally recognised courier company.

- 703.2 The address and facsimile number (and the department or officer, if any, for whose attention the communication is to be made) of Tradition for any Notice is:

Address: 9 place Vendôme – 75001 PARIS, France - For the attention of the Head of Compliance

Fax: +33 1 85 65 55 50 For the attention of TSAF OTC Head of Compliance

- 703.3 The address and facsimile number (and the department or officer, if any, for whose attention the communication is to be made) of a Participant is the address and facsimile number so notified by the applicant in their application pack, as may be amended by notification to Tradition from time to time by not less than five (5) Business Days' notice.

- 703.4 A Notice shall be effective upon receipt and shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand, registered post or courier; or
- (b) at the time of transmission in legible form, if delivered by fax.

- 703.5 Where any Notice is sent by email in accordance with these Rules, that Notice shall be effective upon receipt and shall be deemed to have been received when the email has been delivered to, and received by, the email servers of the recipient.

APPENDIX 1: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: EURO INTEREST RATE SWAPS

1 EUR Interest Rate Swaps – Product Types

- 1.1 The following product types shall be eligible for admission to and capable of being traded on the Platform:
- (a) Euro interest rates swaps 1 to 50 years annual bond basis (30/360) on the fixed side versus 3 mth EURIBOR (reference page EURIBOR01) on the floating side;
 - (b) Euro interest rates swaps 1 to 50 years annual bond basis (30/360) on the fixed side versus 6 mth EURIBOR (reference page EURIBOR01) on the floating side;
 - (c) 3mth v 6mth single currency basis spreads 1 to 50 years (traded as two swaps described above) with the spread between the fixed rates representing the spread dealt;
 - (d) BUND, BOBL and SCHATZ spreads are cockdated Euro interest swaps annual bond basis (30/360) on the fixed side versus 6 mth EURIBOR (reference page EURIBOR01) dated from the maturity of the futures contract maturing on the maturity of the “Cheapest To Deliver” of the contract (“Stub” at the front) dealt with a futures hedge of corresponding size, quoting the front two contracts;
 - (e) ‘Gadgets’, being Euro interest rate swaps dated from spot to specified outright maturity dealt with a future hedge of corresponding size, quoting the front two contracts.

2 EUR Interest Rate Swaps –Credit Matrix Functionality

- 2.1 The Platform shall provide a credit management tool (the “**Credit Matrix**”) to provide functionality for Participants to manage, in accordance with this paragraph 2, credit limits in respect of its trading activities on the Platform.
- 2.2 Full details and functional descriptions of the Credit Matrix can be found in the Trad-X technical document entitled “*Trad-X Participant Management Console*” (version 1.2 dated 26 March 2014 as may be updated from time to time by Tradition). Note that the Credit Matrix includes functionality relating to customers (meaning Participants on the Trad-X Platform which are authorised by a Participant to transmit orders on its behalf or are authorised by a Participant directly to transmit orders to the Platform via the Participant’s methods of access to the Trad-X Platform) which will not be used by Participants until such point as such functionality is required and these Rules amended accordingly.
- 2.3 By way of summary, the Credit Matrix shall provide the following functionality:
- (a) “House Limit”: a maximum value (assigned by the Participant by reference to (i) Gross Notional; (ii) Gross DV01; or (iii) the stricter of Gross Notional and Gross DV01) of Transactions which the Participant may execute on the Platform on a given Trading Day.
 - (b) “House Limit Kill Switch”: a control toggle allowing a Participant to disable all trading activity for the Participant, overriding any credit limit values in place for that Participant. This will not affect Transactions entered into prior to activation of the House Limit Kill Switch.

- (c) “CCP Limits”: a maximum value (assigned by the Participant by reference to (i) DV01; (ii) Notional; or (iii) the stricter of DV01 and Notional, and in each case by further reference to (a) Gross; (b) Net; or (c) the stricter of Gross and Net) of Transactions which the Participant may execute on the Platform in relation to a given Clearing House. Once the limit is reached, no further Transactions which are to be cleared by that Clearing House will be permitted.
 - (d) “CCP Kill Switch”: a control toggle allowing a Participant to disable all trading activity on the Platform for the Participant in relation to activity with a particular Clearing House. This will not affect Transactions entered into prior to activation of the CCP Kill Switch.
 - (e) “Participant-to-Participant Kill Switch” (aka “FCM Kill Switch”): a control toggle allowing a Participant to disable all trading activity for the Participant on the Platform in relation to a given Participant. This will not affect Transactions entered into prior to activation of the FCM Kill Switch.
- 2.4 Customisable Alerts: a set of fully customisable alerts to alert Participants in relation to credit limit usage of (i) House Limit; and (ii) CCP Limits (on an “ALL” or “Participant-by-Participant” basis) which can be set for values between 1% and 100% of assigned credit values.

3 EUR Interest Rate Swaps - Orders

- 3.1 Prices can be offered for certain contract types (as indicated on the Platform website), which shall remain valid, until changed or cancelled by the Participant. Unless the Participant elects otherwise, orders entered in the System and not matched will be automatically cancelled at the end of the Trading Day.
- 3.2 *Price Conditions*
- (a) **Limit**: The order will be executed at a price that is no worse than that specified by the Participant.
 - (b) **Market**: The order will execute against any available orders in the opposite side of the book, on a price-time priority, until the order is fully executed or all liquidity exhausted, whichever comes first. Persistent market orders (i.e. Day, GTC, etc) will not be accepted. For the avoidance of doubt, market orders will only be accepted if their Time In Force is FOK/IOC.
 - (c) **Linked**: The orders will be priced with reference to the yield of a futures contract plus/minus a spread specified by the Participant. Linked orders cannot be FOK/IOC.
- 3.3 *Time In Force*
- (a) **Day**: The order will be valid during the current normal trading session only.
 - (b) **GTD**: The order will participate in all normal trading sessions incurred until and including the specified date. The order is cancelled at the end of the Trading Day on which it was submitted.
 - (c) **GTT**: The order will participate in all normal trading sessions until the date-time specified is reached, at which time the order will be cancelled, even if the current (active) trading session has not finished. The order is cancelled at the end of the Trading Day on which it was submitted.

- (d) GTC: The order will participate in all normal trading sessions until cancelled by the Participant. The order is cancelled at the end of the Trading Day on which it was submitted.
- (e) IOC: All or part of the order will be executed immediately upon receipt. Any portions not executed immediately will be automatically cancelled.
- (f) FOK: The order will be executed in full immediately upon receipt, or cancelled. For the avoidance of doubt, if the order is not executable in full and immediately it will be cancelled, but full executions may be achieved through more than one fill.

3.4 In relation to this paragraph 3, note that:

- (a) Orders priced at the market will only be accepted if their "Time In Force" is FOK or IOC
- (b) Orders priced at a Limit Price will be accepted with any of the above "Time In Force" values, including IOC/FOK
- (c) Linked orders will only be accepted if they have a "Time In Force of Day", "GTD", "GTT" or "GTC"

4 EUR Interest Rate Swaps - Order Book

The Order Book contains all orders entered in the System by the Participants. The Participants may view in the Order Book all orders per term and Financial Instrument transaction including information as to the contract size. If an order is matched it will be removed from the queue and only live orders will be shown in the System. Orders not matched by the end of the Trading Day will be cancelled and Participants must therefore re-enter their orders into the System on the following Trading Day or specify the period of time they would like the order to remain in the System when entering the order.

5 EUR Interest Rate Swaps - Clearing and Settlement

- 5.1 The Platform operates on the basis that Financial Instrument transactions shall be effected only between Authorised Clearing Participants.
- 5.2 The System functions enable the Participants to negotiate the contract components of the relevant Financial Instrument transaction.

6 EUR Interest Rate Swaps - Trading Days and Timings

- 6.1 Trading on the Platform for Euro Interest Rate Swaps shall take place on each Business Day, other than such days when Eurex or the Clearing House is closed for business. Tradition reserves the right to determine additional Trading Days after prior announcement thereof to the Participants. For the purposes of this paragraph 6.1, "**Business Day**" means every weekday other than TARGET holidays.
- 6.2 Trading on the Platform will be available between 07:00 and 18:00 (UTC) or for such other periods as may be determined by Tradition and made known to all Participants in accordance with Rule 103.

Business Trading Protocol

1. Tradition Voice Broker (the “**Tradition Broker**”) role: the Tradition Broker may input, amend, cancel orders on a Participant’s Authorised Representative’s behalf once Tradition has received authorisation from that Participant’s Authorised Representative.
2. Tradition’s operations team will have the authorisation to cancel unmatched orders on behalf of a Participant, following authorisation from that Participant’s Authorised Representative, in accordance with the Rules from time to time.
3. The Tradition Broker cannot be responsible for delays in carrying out a request by the Participant’s Authorised Representative that results in the trade being filled electronically or a trade being missed. The Tradition Broker will use reasonable endeavors to fill the request in a responsible and timely manner.
4. A voice order from a Participant’s Authorised Representative to a Tradition Broker to hit an electronic bid or take an electronic offer (hybrid order) will not, in itself, be a guarantee to trade. The Tradition Brokers will use reasonable endeavors to get the order filled but the only guarantee to trade on an electronic price is the Participant’s Authorised Representative trading direct through the API or GUI – which is itself subject to system latency and electronic communications delays.
5. Unless size or rate is specified a voice order to hit the electronic price (“yours” or “mine the screen 10yr” for example) will result in the Tradition Broker hitting the best bid or taking the best offer in following sizes:

2y	100 million
5y	50 million
10y	25 million
30y	10 million

Note: Sizes on curves are calculated on the longer leg. Sizes on butterflies are on the body.
6. Where ever possible the Participant’s Authorised Representative should specify rate and size when submitting a voice order to be executed electronically – refer to point 5 above.
7. Minimum size on electronic orders will be Euro 1 million.
8. Futures spreads (Bund/Bobl/Schatz) – futures crosses are automatically executed at the bid side of the futures contract and swap rate calculated automatically (to 5 decimal places) using the standard conversion factor. Lot size is calculated using standard market convention. Futures trades will be sent for manual processing to agree all details.
9. Price and Time: Best bid/best offer will always be displayed in time order. This also includes implied orders.
10. Default duration ratios for flies and spreads. All Participants agree to use Trad-X default duration calculator which is rounded down to the nearest Euro 0.1million.
11. It is the Participant’s Authorised Representative’s (and ultimately the Participant’s) sole responsibility to monitor its own electronic trading flow and execution. Neither Tradition, nor

the Tradition Broker, is responsible for reporting the electronic trades that Participants have executed on Trad-X, except as otherwise stated in the Rules.

12. Trad-X midpoint calculation – midpoint on Trad-X will be calculated using the middle of the best bid/best offer spread regardless of size weighting.
13. Rounding decimal places – Tradition cannot modify orders sent in from Participants and require submission of orders with no more than 4 decimal places in 0.0005 increments.
14. All electronic Trad-X trades will be identified on Markitwire by TRAD ESTP.

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APPENDIX 1A: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: EURO INTEREST RATE SWAPS – THE EUREX ORDER BOOK

1 Eurex Interest Rate Swaps – Introduction and Product Types

- 1.1 The Platform's Eurex Order Book ("**EOB**") is a central-limit order book dedicated to certain product types which are cleared by Eurex Clearing and set out below. The EOB provides a dedicated and uniquely diverse liquidity pool for these Financial Instruments. The EOB operates such that "dealer" interests cannot match with other "dealer" interests; whereas "non-dealers" can interact with all participants. Participant categorisation is described below. The Rules contained in this Financial Instrument Appendix apply solely to such Financial Instruments, unless indicated otherwise.
- 1.2 The following product types shall be eligible for admission to and capable of being traded on the EOB:
- (a) Euro interest rates swaps 1 to 50 years annual bond basis (30/360) on the fixed side versus 3 mth EURIBOR (reference page EURIBOR01) on the floating side;
 - (a) Euro interest rates swaps 1 to 50 years annual bond basis (30/360) on the fixed side versus 6 mth EURIBOR (reference page EURIBOR01) on the floating side; 3mth v 6mth single currency basis spreads 1 to 50 years (traded as two swaps described above) with the spread between the fixed rates representing the spread dealt;
 - (b) BUND, BOBL and SCHATZ spreads are cockdated Euro interest swaps annual bond basis (30/360) on the fixed side versus 6 mth EURIBOR (reference page EURIBOR01) dated from the maturity of the futures contract maturing on the maturity of the "Cheapest To Deliver" of the contract ("Stub" at the front) dealt with a futures hedge of corresponding size, quoting the front two contracts;
 - (c) 'Gadgets', being Euro interest rate swaps dated from spot to specified outright maturity dealt with a future hedge of corresponding size, quoting the front two contracts,
- in each case with a minimum order size of EUR 1 million.
- 1.3 Participants are categorised into two groups – "dealers" and "non-dealers". The categorisation criteria are applied, dynamically and at least annually on 1 January, as follows:
- (a) A Participant will be a "dealer" if:
 - (i) it is already providing liquidity on any other Trad-X order book; or
 - (ii) it is a full SwapClear (LCH) member and has (or its parent company has) over USD 250bn of assets under management (measured by the latest S&P Global Market Intelligence Largest Banks Rankings).
 - (b) All other Participants will be categorised as "non-dealers".
- 1.4 Dealers may access the platform via API connection. Non-dealers can access the platform via a GUI only.
- 1.5 Dealers must comply with their respective obligations under an applicable Market Making Agreement and, where a dealer does not meet its market making obligations set out therein

for two consecutive quarters, Tradition shall suspend such dealer's access to the EOB for the following quarter.

- 1.6 Non-dealers shall not be subject to any market making obligations.

2 Eurex Interest Rate Swaps – Credit Matrix Functionality

Any Credit Matrix functionality operated in relation to Euro Interest Rate Swaps (and as described in Appendix 1 (and in particular paragraph 2 thereof)) shall apply equally to the EOB.

3 Eurex Interest Rate Swaps - Orders

- 3.1 Prices can be offered for certain contract types (as indicated on the Platform website), which shall remain valid, until changed or cancelled by the Participant. Unless the Participant elects otherwise, orders entered on the EOB in the System and not matched will be automatically cancelled at the end of the Trading Day.

3.2 Price Conditions

- (a) Limit: The order will be executed at a price that is no worse than that specified by the Participant.
- (b) Market: The order will execute against any available orders in the opposite side of the book, on a price-time priority, until the order is fully executed or all liquidity exhausted, whichever comes first. Persistent market orders (i.e. Day, GTC, etc) will not be accepted. For the avoidance of doubt, market orders will only be accepted if their Time In Force is FOK/IOC.
- (c) Linked: The orders will be priced with reference to the yield of a futures contract plus/minus a spread specified by the Participant. Linked orders cannot be FOK/IOC.

3.3 Time In Force

- (a) Day: The order will be valid during the current normal trading session only.
- (b) GTD: The order will participate in all normal trading sessions incurred until and including the specified date. The order is cancelled at the end of the Trading Day on which it was submitted.
- (c) GTT: The order will participate in all normal trading sessions until the date-time specified is reached, at which time the order will be cancelled, even if the current (active) trading session has not finished. The order is cancelled at the end of the Trading Day on which it was submitted.
- (d) GTC: The order will participate in all normal trading sessions until cancelled by the Participant. The order is cancelled at the end of the Trading Day on which it was submitted.
- (e) IOC: All or part of the order will be executed immediately upon receipt. Any portions not executed immediately will be automatically cancelled.
- (f) FOK: The order will be executed in full immediately upon receipt, or cancelled. For the avoidance of doubt, if the order is not executable in full and immediately it will be cancelled, but full executions may be achieved through more than one fill.

3.4 In relation to this paragraph 3, note that:

- (a) Orders priced at the market will only be accepted if their "Time In Force" is FOK or IOC
- (b) Orders priced at a Limit Price will be accepted with any of the above "Time In Force" values, including IOC/FOK
- (c) Linked orders will only be accepted if they have a "Time In Force of Day", "GTD", "GTT" or "GTC"

4 Eurex Interest Rate Swaps - Order Book

The EOB contains all orders entered in the System by the Participants. The Participants may view in the EOB all orders per term and Financial Instrument transaction including information as to the contract size. If an order is matched it will be removed from the queue and only live orders will be shown in the System. Orders not matched by the end of the Trading Day will be cancelled and Participants must therefore re-enter their orders into the System on the following Trading Day or specify the period of time they would like the order to remain in the System when entering the order.

5 Eurex Interest Rate Swaps - Clearing and Settlement

- 5.1 The Platform operates on the basis that Financial Instrument transactions shall be effected only between Authorised Clearing Participants.
- 5.2 The System functions enable the Participants to negotiate the contract components of the relevant Financial Instrument transaction.

6 Eurex Interest Rate Swaps - Trading Days and Timings

- 6.1 Trading on the Platform for Euro Interest Rate Swaps shall take place on each Business Day, other than such days when Eurex is closed for business. Tradition reserves the right to determine additional Trading Days after prior announcement thereof to the Participants. For the purposes of this paragraph 6.1, "**Business Day**" means every weekday other than TARGET holidays.
- 6.2 Trading on the Platform will be available between 07.00 and 18.00 (UTC) or for such other periods as may be determined by Tradition and made known to all Participants in accordance with Rule 103.

APPENDIX 2: FINANCIAL PRODUCTS TRADEABLE ON THE PLATFORM: STERLING INTEREST RATE SWAPS

1 GBP Interest Rate Swaps – Product Types

- 1.1 The following product types shall be eligible for admission to and capable of being traded on the Platform:
- (a) GBP 1y to 50y Semi/Semi and all combinations of spreads and 'flies;
 - (b) GBP 1y to 50y 6v3s basis and all combinations of spreads and 'flies (done as a single basis (floating/floating) swap); and
 - (c) Package, being GBP IRS matched maturities of all liquid UK government gilts dealt with the corresponding cash gilt.
 - (d) FUTURES YIELD, being GBP interest rate swaps dated from spot to specified outright maturity dealt with a future hedge of corresponding size, quoting the front two contracts.

2 GBP Interest Rate Swaps – Credit Matrix Functionality

- 2.1 Any Credit Matrix functionality operated in relation to Euro Interest Rate Swaps (and as described in Appendix 1 (and in particular paragraph 2 thereof)) shall apply equally to Sterling Interest Rate Swaps.

3 GBP Interest Rate Swaps - Orders

- 3.1 Prices can be offered for certain contract types (as indicated on the Platform website), which shall remain valid, until changed or cancelled by the Participant. Unless the Participant elects otherwise, orders entered in the System and not matched will be automatically cancelled at the end of the Trading Day.

3.2 *Price Conditions*

- (a) Limit: The order will be executed at a price that is no worse than that specified by the Participant.
- (b) Market: The order will execute against any available orders in the opposite side of the book, on a price-time priority, until the order is fully executed or all liquidity exhausted, whichever comes first. Persistent market orders (i.e. Day, GTC, etc) will not be accepted. For the avoidance of doubt, market orders will only be accepted if their Time In Force is FOK/IOC.
- (c) Linked: The orders will be priced with reference to the yield of a futures contract plus/minus a spread specified by the Participant. Linked orders cannot be FOK/IOC.

3.3 *Time In Force*

- (a) Day: The order will be valid during the current normal trading session only.
- (b) GTD: The order will participate in all normal trading sessions incurred until and including the specified date. The order is cancelled at the end of the Trading Day on which it was submitted.

- (c) GTT: The order will participate in all normal trading sessions until the date-time specified is reached, at which time the order will be cancelled, even if the current (active) trading session has not finished. The order is cancelled at the end of the Trading Day on which it was submitted.
- (d) GTC: The order will participate in all normal trading sessions until cancelled by the Participant. The order is cancelled at the end of the Trading Day on which it was submitted.
- (e) IOC: All or part of the order will be executed immediately upon receipt. Any portions not executed immediately will be automatically cancelled.
- (f) FOK: The order will be executed in full immediately upon receipt, or cancelled. For the avoidance of doubt, if the order is not executable in full and immediately it will be cancelled, but full executions may be achieved through more than one fill.

3.4 In relation to this paragraph 3, note that:

- (a) Orders priced at the market will only be accepted if their "Time In Force" is FOK or IOC
- (b) Orders priced at a Limit Price will be accepted with any of the above "Time In Force" values, including IOC/FOK
- (c) Linked orders will only be accepted if they have a "Time In Force of Day", "GTD", "GTT" or "GTC"

4 GBP Interest Rate Swaps - Order Book

The Order Book contains all orders entered in the System by the Participants. The Participants may view in the Order Book all orders per term and Financial Instrument transaction including information as to the contract size. If an order is matched it will be removed from the queue and only live orders will be shown in the System. Orders not matched by the end of the Trading Day will be cancelled and Participants must therefore re-enter their orders into the System on the following Trading Day or specify the period of time they would like the order to remain in the System when entering the order.

5 GBP Interest Rate Swaps - Clearing and Settlement

- 5.1 The Platform operates on the basis that Financial Instrument transactions shall be effected only between Authorised Clearing Participants.
- 5.2 The System functions enable the Participants to negotiate the contract components of the relevant Financial Instrument transaction.

6 GBP Interest Rate Swaps - Trading Days and Timings

- 6.1 Trading on the Platform for Sterling Interest Rate Swaps shall take place on each Business Day, other than such days when ICE Futures Europe (LIFFE) or the Clearing House is closed for business. Tradition reserves the right to determine additional Trading Days after prior announcement thereof to the Participants. For the purposes of this paragraph 6.1, "**Business Day**" means every weekday in London other than Good Friday, Christmas Day and New Year's Day.

- 6.2 Trading on the Platform will be available between 07:00 and 18:00 (UTC) or for such other periods as may be determined by Tradition and made known to all Participants in accordance with Rule 103.

Business Trading Protocol

1. Tradition Voice Broker (the “**Tradition Broker**”) role: the Tradition Broker may input, amend, cancel orders on a Participant’s Authorised Representative’s behalf once Tradition has received authorisation from that Participant’s Authorised Representative.
2. Tradition’s operations team will have the authorisation to cancel unmatched orders on behalf of a Participant, following authorisation from that Participant’s Authorised Representative, in accordance with the Rules from time to time.
3. The Tradition Broker cannot be responsible for delays in carrying out a request by the Participant’s Authorised Representative that results in the trade being filled electronically or a trade being missed. The Tradition Broker will use reasonable endeavors to fill the request in a responsible and timely manner.
4. A voice order from a Participant’s Authorised Representative to a Tradition Broker to hit an electronic bid or take an electronic offer (hybrid order) will not, in itself, be a guarantee to trade. The Tradition Brokers will use reasonable endeavors to get the order filled but the only guarantee to trade on an electronic price is the Participant’s Authorised Representative trading direct through the API or GUI – which is itself subject to system latency and electronic communications delays.
5. Unless size or rate is specified a voice order to hit the electronic price (“yours” or “mine the screen 10yr” for example) will result in the Tradition Broker hitting the best bid or taking the best offer in following sizes:

2y	50 million
5y	20 million
10y	10 million
30y	5 million

Note: Size on curves are calculated on the longer leg. Size on butterflies are on the body.

6. Where ever possible the Participant’s Authorised Representative should specify rate and size when submitting a voice order to be executed electronically – refer to point 5 above.
7. Minimum size on electronic orders will be GBP 1 million.
8. Price and Time: Best bid/best offer will always be displayed in time order. This also includes implied orders.
9. Default duration ratios for flies and spreads. All Participants agree to use Trad-X default duration calculator which is rounded down to the nearest GBP 0.1million.

10. It is the Participant's Authorised Representative's (and ultimately the Participant's) sole responsibility to monitor its own electronic trading flow and execution. Neither Tradition, nor the Tradition Broker, is responsible for reporting the electronic trades that Participants have executed on Trad-X, except as otherwise stated in the Rules.
11. Trad-X midpoint calculation – midpoint on Trad-X will be calculated using the middle of the best bid/best offer spread regardless of size weighting.
12. Rounding decimal places – Tradition cannot modify orders sent in from Participants and require submission of orders with no more than 5 decimal places in 0.00125 increments.
13. All electronic Trad-X trades will be identified on Markitwire by TRAD ESTP.

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