

Braemar Securities Limited

OTF Rule Book

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SECTION 1

PRELIMINARY MATTERS

1 Overview

- 1.1 BRAEMAR OTF is a discretionary hybrid multilateral system (including without limitation any hardware, software and/or communications link furnished by the Operator from time to time) operated by Braemar Securities Limited (the “**Operator**”) as provided and varied from time to time in the Operator’s discretion (through which a Participant may electronically send to the system Operator information including prices, bids, offers and executions) and the services provided in relation to it. The BRAEMAR OTF is a trading venue of the Operator and is an Organised Trading Facility. The Operator is authorised and regulated by the Financial Conduct Authority (“**FCA**”).
- 1.2 The BRAEMAR OTF consists of one market segment, with defined Trading Systems and rules for Transactions in Products to be Arranged and Executed (“**Market Segment**”) The MIC of the BRAEMAR OTF is BRAE.

SECTION 2

DEFINITIONS

2 Definitions and Interpretation

- 2.1 The Operator may, in its discretion, waive the enforcement of the OTF Rules but any waiver shall not prevent or restrict the Operator from taking action to enforce the OTF Rules whether in respect of any other infringement of them (even if related) or against any other Participant in relation to a similar breach.
- 2.2 The Operator’s interpretation of the OTF Rules shall be final and binding upon any Participant or Authorised Trader. The Operator shall not be liable to any Participant or Authorised Trader by reason of its reasonable interpretation or application of the OTF Rules and its adherence to Applicable Law.
- 2.3 Unless otherwise specifically provided in the OTF Rules or the context otherwise requires, the following terms have the meanings specified below:

“**Affiliate**” means with respect to an undertaking, any other undertaking which, directly or indirectly, controls, is controlled by, or is under common control with, that undertaking.

“**Agreement**” means any agreement governing the Participant’s access to and use of the BRAEMAR OTF, which may include without limitation any of the following items which apply to the Participant: the OTF Rules; OTF Notices, operational procedures and information amending or supplementing the OTF Rules as published by the Operator from time to time; and any applicable Terms of Business.

“**Algorithmic Trading**” has the meaning given in MiFID II.

“**Applicable Law**” means, with respect to any person, any statute, law, regulation, rule or ordinance of any governmental or self-regulatory authority or any Clearing House or settlement system applicable to that person’s activities on or in respect of the BRAEMAR OTF.

“Arrange” means any action taken by a Broker to bring together buying and selling interests in Products on the BRAEMAR OTF in accordance with the OTF Rules and **“Arrangement”** shall be construed accordingly.

“Authorised Representative” means any natural person who is appointed, employed or authorised by a Participant to represent them in respect of the receipt of services from the Operator and in connection with the access to the BRAEMAR OTF for the purpose of submitting Trade Requests in respect of Products on the BRAEMAR OTF.

“Authorised Trader” means a natural person who is appointed, employed or authorised by a Participant to access the Operator Services and has been assigned an active User ID by the Operator.

“Broker” means a member of the Operator’s staff who handles Trade Requests with a view to the Arrangement or Execution of a Transaction on or through the BRAEMAR OTF in accordance with the OTF Rules.

“Business Day” means a day on which the BRAEMAR OTF is open for trading.

“Cleared Derivative Transaction” means a Transaction in certain Products only offered on a cleared basis or which the parties have agreed shall be cleared through a Clearing House.

“Clearing House” means a central counterparty authorised or recognised to provide clearing services in accordance with EMIR.

“Clearing Member” means a member of a Clearing House that is authorised to clear trades in financial instruments for itself or others.

“Client” has the meaning given to it in Article 4(1)(9) of MiFID II.

“Competent Authority” means the FCA and any authority designated by each member state of the EU in accordance with Article 67 of MiFID II and any other relevant regulatory or competent authority having jurisdiction over the subject matter of the OTF Rules or the business of the Operator or a Participant, as appropriate.

“Confirmation” means a written record of all the terms of a Transaction as required by Applicable Law.

“Content” means any and all research reports, statements, confirmations, account information and materials, market data, news, documents provided in electronic format and other information (including, without limitation, identifying information), reports, analytics, calculators, data, valuations, ratings and content, in each case, emanating directly or indirectly from the System whether provided by or for the Operator or input or communicated using User IDs.

“Default Event” means an event or circumstance which leads the Operator to determine that a Participant is or appears to be unable or likely to become unable to meet its obligations in respect of an Order or Transaction or to comply with any other obligation under an Agreement or Applicable Law.

“Deferral” means approval granted to the Operator by a Competent Authority authorising deferred publication of Post-Trade Data as provided for under Article 11 of MiFIR.

“Eligible Counterparty” has the meaning given to it in the FCA Rules.

“Eligibility Criteria” means the conditions for accessing the Operator Services on the BRAEMAR OTF set out in Rule 5.1 and Rule 5.2.

“Emergency” has the meaning given to it in Rule 13.1.

“Emergency Action” has the meaning given to it in Rule 14.1.

“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 (European Market Infrastructure Regulation).

“Error Trade” means:

- (1) a Transaction which has been Executed at a price which is substantially inconsistent with the prevailing market levels for a component of that Transaction at the time of Execution and which reasonably appears to the Operator to have been entered in error; or
- (2) a Transaction which has been Executed in a volume or notional amount, which is substantially different to the normal trading size of a component of that Transaction and which reasonably appears to the Operator to have been entered in error; or
- (3) a Transaction which has been Executed on other terms which reasonably appear to the Operator to be entered in error or would otherwise be deemed to be detrimental to a fair and orderly market.

“EU” means the European Union, alone or together with the European Economic Area, as the context requires.

“Execute” means the act of concluding a Transaction. and **“Execution”** shall be construed accordingly.

“Execution Venue” means the venue on which a Transaction or a component of a Package Transaction is Executed or registered, which may be different from the trading venue in which the Transaction is Arranged.

“FCA” means the UK Financial Conduct Authority and any of its successor bodies.

“FCA Rules” means the rules promulgated by the FCA under FSMA as amended or replaced from time to time.

“Financial Instrument” means those instruments specified in Part 1 of Schedule 2 to the Regulated Activities Order see also OTF Financial Instruments.

“Firm and Complete” means, in relation to a Trade Request, that the Trade Request contains all of the information needed to execute a Transaction under the OTF Rules, and that the Participant is committed to execute that Transaction under the OTF Rules.

“FSMA” means the Financial Services and Markets Act 2000 (as amended).

“Insolvency Event” means, in respect of a Participant where: (i) it makes a composition or arrangement with its creditors; or (ii) it becomes insolvent; or (iii) it makes a proposal for a voluntary arrangement for a composition of debts; or (iv) it has a provisional liquidator appointed; or (v) it has a winding-up order made; or (vi) it passes a resolution for voluntary winding up; or (vii) it has an administrator or an administrative receiver appointed; or (viii) any procedure equivalent to the above occurs in any other jurisdiction; or (ix) it is otherwise unable to meet its debts as they fall due.

“Intended Purpose” means trading with or via the Operator and/or on the BRAEMAR OTF and/or other purpose(s) authorised by the Operator from time to time and in compliance with the OTF Rules and during the time that a Participant is a Client of the Operator or the Operator permits a Participant to use the BRAEMAR OTF.

“IOI” means a Trade Request that is not Firm and Complete.

“Market Segment” has the meaning given to it in Rule 1.2.

“Market Segment Rules” has the meaning given to it in Rule 3.1.

“MIC” means the Market Identifier Code of the BRAEMAR OTF and/or any Market Segment

“MiFID II” means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, together with ancillary legislation, rules and binding technical standards, as transposed into English law.

“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, together with ancillary legislation, rules and binding technical standards and its successor legislation (including statutory instruments, policy statements, rules and guidance promulgated pursuant to it) under Schedule 1 of the Financial Services and Markets Act 2023.

“Non-Executing Broker” means a Participant acting on behalf of its Client for the submission of any Trade Request to the BRAEMAR OTF.

“Operator Services” means the services provided by the Operator to Participants in connection with the access to the BRAEMAR OTF for the purpose of submitting Trade Requests in respect of Products and the provision of access to the Content.

“Order” means a Trade Request that is Firm and Complete (including without limitation “actionable indications of interest” within the meaning of MiFID II).

“Order Capture System” means a system of the BRAEMAR OTF that captures Trade Requests.

“Organised Trading Facility” or **“OTF”** has the meaning set out in the FCA Rules.

“OTF Financial Instruments” refers to those financial instruments available for trading on the Braemar OTF:

Baltic Air Freight Index Swaps
Dutch TTF Natural Gas 1st Line Financial Forwards
JKM LNG (Platts) Forwards

“OTF Notice” means a notice provided by the Operator to Participants generally concerning the operation of the BRAEMAR OTF, including without limitation any change to the OTF Rules.

“OTF Rules” has the meaning given to it in Rule 3.1

“Outage Plan” means the plan published by the Operator available in the [BSL BCP Plan](#) covering steps the Operator will take in relation to the risk of an Emergency, including:

- (1) steps the Operator will take to reduce the risk of an Emergency;

- (2) communications with Participants (including in relation to the status of their orders) during an Emergency;
- (3) steps the Operator will take to minimise the impact and time of the continuation of the Emergency;
- (4) the anticipated steps to resume orderly activity on the BRAEMAR OTF (including notice to Participants of this occurring); and
- (5) post-mortem reviews and consultations on steps to take to reduce the risks of an Emergency occurring on the basis of the same facts and circumstances.

“Package Transaction” means:

- (1) a transaction in a derivative contract or other Financial Instrument that is contingent on the simultaneous execution of an equivalent quantity of an underlying physical asset (i.e., an exchange for physical transaction); or
- (2) a transaction which involves the execution of two or more component transactions in Financial Instruments and which is executed between two or more counterparties, where each component bears meaningful economic or financial risk which is related to all other components and where the execution of each component is simultaneous and contingent upon the execution of all other components.

“Participant” means an entity that has met and continues to meet the Eligibility Criteria, which is:

- (1) a Client of the Operator, acting through one or more Authorised Traders, who has been granted, and continues to have access to Operator Services; and
- (2) which is approved by Operator to be a Participant of the BRAEMAR OTF.

“Position Limit” means the position limit for a commodity derivative or derivative of one, as adopted by the relevant Competent Authority and applicable to the OTF financial instruments available for trading on the BRAEMAR OTF.

“Position Report” means a report by a Participant to the Operator, which sets out the positions held by the Participant (as well as any Client of it, at all levels of intermediation through to the end Client) through contracts in commodity derivatives, emission allowances, or derivatives of them through contracts which are Executed or registered under the OTF Rules.

“Post-Trade Data” has the meaning given to it in Rule 30.1.

“Pre-Trade Data” has the meaning given to it in Rule 29.

“Product” means a Tradable Instrument or a Package Transaction that is eligible for Arranging, Execution or registration through the BRAEMAR OTF.

“Professional Participant” means a professional Client (as defined in the FCA Rules).

“Prohibited Instruments” means financial instruments which are specified by the Operator from time to time or determined by Applicable Law (including without limitation pursuant to controls imposed by HM Treasury or the US Department of the Treasury) to be ineligible for trading on the BRAEMAR OTF. A list of the instruments specified by the Operator is maintained at: www.braemarsecuritieslimited.com

“Record Keeping Obligation” means the obligation on the Operator as set out in Article 25 MiFIR, to maintain for a period of five years relevant data relating to:

- (1) all Orders in Tradable Instruments which are advertised through a Trading System of the BRAEMAR OTF; and
- (2) all Transactions.

“Registered Trade” means a negotiated transaction arranged outside of the Trading Systems of the BRAEMAR OTF and accepted by the Operator for registration on the BRAEMAR OTF acting in the capacity of a Registering Execution Venue.

“Registering Execution Venue” means an Execution Venue at which Registered Trades are registered.

“Regulated Activities Order” means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended).

“Source(s)” means, collectively, the direct and indirect third party or affiliated licensors, vendors, service providers, subcontractors and sources of any content, market, system or other service whether the same is provided directly to a Participant or through the Operator or any third party.

“Static Data” means the information and documentation required by the Operator concerning a Participant, Authorised Trader or a Client of a Participant from time to time.

“Systematic Internaliser” or **“SI”** has the meaning set out in Article 4(1)(20) of MiFID II.

“Tradable Instruments” means those financial instruments or transactions which are not Prohibited Instruments and which are within those classes of financial instruments or transactions specified in the Market Segment Rules from time to time as eligible for trading on the BRAEMAR OTF.

“Trade Request” means a trading interest submitted to the BRAEMAR OTF by or for a Participant in the form of an Order or IOI.

“Trading Hours” means, for any Business Day, the hours specified by the Operator in accordance with Rule 28.

Trading System means a trading system operated by the Operator through which Trade Requests submitted by or for Venue Users (directly or through a Broker) are able to be Arranged or Executed on the BRAEMAR OTF

“Transaction” means the purchase and sale of a Product or conclusion of a contract in respect of a Product that takes place on or through the BRAEMAR OTF in accordance with the OTF Rules.

“Transaction Report” means the report of a Transaction which is required to be submitted to a Competent Authority pursuant to MiFIR.

“Transparency Waiver” means a waiver granted to the Operator by a Competent Authority, as provided for under Article 9 of MiFIR.

“User ID” means a unique identifier issued to each Authorised Trader.

“Venue Fees” means the fees, charges and commissions applied in respect of services provided using the BRAEMAR OTF, as established by the Operator from time to time.

“**Voice**” means a method of communication comprising voice telephony or electronic messaging systems that are approved by the Operator for use in connection with the BRAEMAR OTF from time to time.

SECTION 3

OTF RULES

3 **OTF Rules**

- 3.1 This rulebook contains a set of rules that are applicable to all Products which are Arranged, Executed or registered on the BRAEMAR OTF (the “**OTF Rules**”) and is published on the BRAEMAR OTF website. The OTF Rules are supplemented by specific rules that are applicable to the Market Segment (“**Market Segment Rules**”). In the event of any conflict or inconsistency between the OTF Rules and the Market Segment Rules, the Market Segment Rules shall take precedence. The Operator may issue an OTF Notice, operational procedures and information amending or supplementing the OTF Rules from time to time. Together, the OTF Rules, OTF Notices, guidelines, operational procedures and other information and the Market Segment Rules (as amended from time to time) are referred to as the **OTF Rules**.
- 3.2 The OTF Rules form part of the contractual arrangements between the Operator and Participants. The OTF Rules form part of and are incorporated by reference into the applicable Terms of Business entered into between the Operator and each Participant.
- 3.3 The OTF Rules set out the terms and conditions that apply to each Participant's access to the BRAEMAR OTF and to Operator Services. The Operator may vary or withdraw the right of a Participant to receive Operator Services for which it has been granted access by the Operator from time to time. The ability of a Participant to access the Operator Services or the BRAEMAR OTF does not constitute membership of, nor does it confer rights of participation in, the BRAEMAR OTF.
- 3.4 Participants shall comply with the OTF Rules and conduct all activity in relation to the BRAEMAR OTF in a manner consistent with the OTF Rules. Compliance with the OTF Rules is a condition for the provision of services by the Operator in relation to the BRAEMAR OTF. Acceptance of the OTF Rules and agreement to comply with the OTF Rules shall be deemed to be communicated to the Operator each time such services are requested by a Participant or provided to a Participant.
- 3.5 Operator Services are provided exclusively to Participants and to no other person or entity, and each Participant acknowledges and agrees that it will take full responsibility for its access to, or use of, the BRAEMAR OTF, and compliance with the OTF Rules. Each Participant shall indemnify the Operator and any Affiliate of it from and against all losses, liabilities, claims, actions, proceedings, costs and/or expenses (including legal costs) incurred by the Operator or any Affiliate of it arising from or in connection with the Participant's access to or use of the BRAEMAR OTF or any breach of the OTF Rules by it or any person on whose behalf it is acting.

4 Extension or Waiver of OTF Rules

If necessary and expedient, the Operator may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by the OTF Rules, but only to the extent such waiver or extension is not inconsistent with Applicable Law.

SECTION 4 PARTICIPANTS

5 Eligibility Criteria for Participants

5.1 A Participant is eligible to access the BRAEMAR OTF and access Operator Services, provided that the Participant:

5.1.1 has entered into (or is the beneficiary of) Terms of Business with the Operator, as well as such other agreements as the Operator may require in relation to the Participant's access and use of the BRAEMAR OTF;

5.1.2 is either a Professional Participant or Eligible Counterparty;

5.1.3 has completed and submitted the Static Data in respect of each of the Products which it intends to enter Trade Requests;

5.1.4 is fit and proper for the purposes of accessing the BRAEMAR OTF and accessing Operator Services;

5.1.5 has and maintains adequate organisational arrangements, sufficient resources, a sufficient level of trading ability and competence, and other relevant systems and controls;

5.1.6 has and maintains any regulatory or other authorisation that is required to access Operator Services and comply with its obligations to do so;

5.1.7 has and maintains technical and organisational facilities sufficient for the orderly settlement of Transactions which are Executed or registered on the BRAEMAR OTF;

5.1.8 meets the technical requirements for connection to the BRAEMAR OTF;

5.1.9 does not create any impediments to the Operator's ability to monitor the Participant's compliance with the OTF Rules effectively.

5.2 Participants:

5.2.1 shall at all times:

a) ensure that they continue to meet the criteria referred to in Rule 5.1;

b) be responsible for any and all obligations and liabilities arising (directly or indirectly) from the entry, deletion and execution of all orders and trades submitted to the BRAEMAR OTF by or on behalf of the Participant and any and all relevant Transactions arising as a result;

c) be solely responsible for controlling and monitoring the use of all User IDs issued to it and its Authorised Traders by Operator;

d) ensure that each User ID is used only by Authorised Traders;

- e) ensure that each Authorised Trader accessing the BRAEMAR OTF using such User ID is assigned a unique password and that each password is used only by the person to whom it is assigned;
 - f) ensure that User IDs are only used as permitted by the OTF Rules;
 - g) be bound by any actions taken through the use of its User IDs or passwords, including, without limitation, the execution and settlement of relevant Transactions, whether or not such actions were authorised by the Participant or any of its employees, consultants, agents or those acting on its behalf or Authorised Traders;
 - h) have in place policies, procedures, systems and practices consistent with both appropriate industry standards and reasonably acceptable to the Operator, which: (i) restrict access to any system capable of submitting orders to the BRAEMAR OTF only by Authorised Traders; (ii) creates, maintains and records accurate and complete records regarding any and all activity on the BRAEMAR OTF via User IDs; and (iii) require that each Authorised Trader that is issued or authorised to use a unique User ID: (A) protects and maintains the security of the individual User ID provided; and (B) prohibits the use of such User ID by any other person;
 - i) seek and obtain the Operator's consent prior to operating or making use of any execution, market-making, statistical arbitrage algorithm or smart order router which optimises execution processes by determining parameters of the order;
 - j) ensure that it and its Authorised Traders only use the BRAEMAR OTF and the Content for the Intended Purpose; and
 - k) without prejudice to the foregoing, ensure that only Authorised Traders may access and use Content solely in accordance with Rule 5.6.
- 5.3 The Operator will provide on a Participant's reasonable request multiple User IDs to enable Participant to provide access to the BRAEMAR OTF as is reasonably required for the Participant's trading and internal business identification and organisational purposes.
- 5.4 Consistent with Applicable Law, the Operator will provide access to the BRAEMAR OTF on a non-discriminatory basis to a person that complies with the requirements of Rule 5.1.
- 5.5 Access to the BRAEMAR OTF on the basis of sponsored access, direct market access or direct electronic access (as those terms are defined in MiFID II) is prohibited without the prior written consent of the Operator. The Operator may publish supplementary terms and conditions through OTF Notices from time to time which will govern any such access.
- 5.6 Each Participant shall ensure that use of the Content complies fully with all of the agreements, requirements and restrictions of the Operator and any applicable third parties which provide data or other Source(s) relating to such Content and the use, access, storage and redistribution thereof, and all Applicable Law. In order to ensure compliance with contractual restrictions and obligations imposed by the Operator, any applicable third parties and other Source(s) regarding such Content, a Participant shall promptly respond to any and all requests for information from the Operator, such third parties or Source(s), allow the Operator, those representing the third parties and/or Source(s) access to premises and distribution networks, and shall cooperate with other measures the Operator may take in good faith to fulfil its obligations to the third parties and / or Source(s). Content may not be

aggregated with other content (which includes developing derivative works thereof), used for any purpose other than trading on the System or with or via the Operator or redistributed to anyone who is not an Authorised Trader and in particular not outside the Participant. If a Participant becomes aware of any unauthorised use, access to, storage or redistribution of Content, it shall notify the Operator in writing immediately. The Operator reserves the right to provide, amend or restrict the provision of Content and the terms thereof in its discretion.

6 Suspension or Termination of Participant

6.1 The Operator may, in its absolute discretion and without liability, restrict, suspend or terminate access to the BRAEMAR OTF and/or Operator Services if, at any time:

6.1.1 the Participant breaches the OTF Rules or an Agreement;

6.1.2 the Participant suffers an Insolvency Event;

6.1.3 the Participant suffers a Default Event;

6.1.4 the Participant is subject to relevant enforcement or other proceedings by any Competent Authority;

6.1.5 the Participant ceases to meet the Eligibility Criteria; or

6.1.6 The Operator otherwise considers that restriction, suspension or termination is necessary to ensure or maintain orderly trading on the BRAEMAR OTF.

6.2 The Operator will notify the Participant of its decision to restrict, suspend or terminate its access to the BRAEMAR OTF or any Operator Services.

7 Appeals Procedure

7.1 A Participant may appeal a decision made by the Operator pursuant to Rule 6 by serving a notice of appeal in writing to the Operator within ten (10) days of receipt of a written notice of restriction, suspension or termination. The notice of appeal should specify clearly the grounds upon which the Participant is appealing and the reasons why it believes its access to the BRAEMAR OTF should not be restricted, suspended or terminated.

7.2 Upon receipt of such notice, the Operator shall consider the grounds of appeal stated in the notice of appeal. The Operator shall determine the matter within thirty (30) days of receipt of the notice of appeal from the Participant and shall then notify the Participant of the outcome of its appeal. The decision of the Operator shall be final.

7.3 The Operator may, at its discretion, reinstate a Participant's access to the BRAEMAR OTF pending consideration of an appeal under Rule 7.1, and may make such reinstatement subject to such conditions or restrictions as it may, in its discretion, think fit.

8 Required Disclosures

8.1 Each Participant shall immediately notify the Operator in writing as soon as it becomes aware that it is subject to or is reasonably likely to be subject to any of the following:

8.1.1 an Insolvency Event;

8.1.2 a Default Event.

8.1.3 a change in its ability to meet the Eligibility Criteria;

- 8.1.4 a loss of connectivity or other technical issue which might affect the Participant's ability to comply with the OTF Rules; or
- 8.1.5 any other change or event which might reasonably have an impact on the Participant's access to or activity in relation to the BRAEMAR OTF, including without limitation the denial of any application for any registration or permission from any Competent Authority that is relevant to the Participant's access of the BRAEMAR OTF.
- 8.2 Each Participant must notify the Operator of any change to its name, contact details, legal status or significant change to its structure at least five (5) Business Days in advance of such change taking effect.

SECTION 5

COMMUNICATIONS

9 Amendments to the OTF Rules

- 9.1 The Operator may amend or supplement the OTF Rules from time to time.
- 9.2 Participants shall be notified of any changes to the OTF Rules through an OTF Notice before the effective date of any such changes, unless the changes are required to comply with Applicable Law or the Operator reasonably considers that urgent action is necessary as a result of prevailing market conditions.

10 Authorised Representatives

- 10.1 Each Participant shall designate an Authorised Representative who will represent the Participant in connection with the BRAEMAR OTF and act as recipient of OTF Notices and other communications on behalf of the Participant.
- 10.2 The Authorised Representative shall be empowered by the Participant to act on its behalf. The Operator shall be entitled to rely on any instructions, commitments, notices, requests and other communications of the Authorised Representative as binding on the Participant.
- 10.3 The Authorised Representative shall be contactable by the Operator at all times in relation to all aspects of the Participant's participation.

11 Communications between the Operator and Participants

- 11.1 Any correspondence required to be given by a Participant to the Operator under these OTF Rules may be sent to the Operator at the applicable electronic mail or postal address set out in Section 21.
- 11.2 Any OTF Notice or other correspondence required to be given by the Operator under the OTF Rules to:
 - 11.2.1 Participants, generally, shall be communicated by posting on the BRAEMAR OTF website or, in the case of a system failure, by any other means the Operator reasonably considers to be suitable;
 - 11.2.2 an Authorised Representative, specifically, shall be sent by the Operator to that Authorised Representative by electronic mail to such address for electronic mail as provided by the

Participant in its Static Data, or as subsequently notified to the Operator in no less than five (5) Business Days' prior written notice to the Operator.

- 11.3 An OTF Notice or other correspondence is deemed to be received:
 - 11.3.1 if by electronic mail, at the time it is received (which will be deemed to be, at the latest, at 9 a.m. on the next Business Day after sending); and, in proving the service of the same, it will be sufficient to show that such electronic mail was sent from the sender's electronic mailbox. The place of receipt of electronic mail will be deemed to be the postal address set out in Section 20 in the case of the Operator, or the postal address provided in its Static Data in the case of the Participant; and
 - 11.3.2 if by post, at the time it is received (which will be deemed to be, at the latest, five (5) Business Days after posting in the United Kingdom); and, in proving the service of the same, it will be sufficient to show that such letter was properly stamped, addressed and placed in the post.
- 11.4 Each Participant will be responsible for promptly reviewing and, if necessary, responding to all OTF Notices, correspondence and communications from the Operator.
- 12 **Recording of Communications**
 - 12.1 The Operator may record all Voice communications with Participants and retain records thereof for a period of at least five years or such longer period as the Operator may deem necessary or appropriate, in accordance with Applicable Law.
 - 12.2 Records of Voice communications between the Operator and Participants that result or may result in a Transaction will be provided to the Participant within a reasonable period of time and at reasonable cost upon request.

SECTION 6

URGENT ACTIONS

- 13 **Emergencies**
 - 13.1 "**Emergency**" means any occurrence or circumstance that, in the opinion of the Operator, requires immediate action and threatens, or may threaten, the fair and orderly trading in, or the clearing, settlement or integrity of, any Tradable Instrument or Package Transaction, including, without limitation, the following:
 - 13.1.1 any circumstance that may materially affect the performance of the parties to a Transaction, including the unavailability of a Clearing House;
 - 13.1.2 any action taken by (i) any Competent Authority; (ii) any other person exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (iii) any other trading venue or exchange or trade association (foreign or domestic) that may have a direct impact on trading on the BRAEMAR OTF or the clearing and settlement of, or the legality or enforceability of, any Transaction;
 - 13.1.3 any circumstance that may have a severe, adverse impact upon the functions and facilities of the BRAEMAR OTF, including, but not limited to, severe market stress, significant price movements, acts of nature, fire, flood or other natural disasters, bomb threats, acts of terrorism or war, severely inclement weather or failure or malfunction of all or a portion of

the BRAEMAR OTF, or other system breakdowns or interruptions such as power, computer, communication or transportation systems or the Internet;

13.1.4 any circumstance where it appears to the Operator that any person:

- a) is subject to a Default Event;
- b) is subject to an Insolvency Event; or
- c) is in a financial or operational condition or is conducting business such that the person cannot be permitted to continue its business without jeopardising the safety of Participants, the BRAEMAR OTF, any Clearing House, or any other person; or

13.1.5 any other unusual, unforeseeable or adverse circumstance that may have an effect similar to any of the foregoing as determined by the Operator in its discretion.

14 **Emergency Actions**

14.1 In response to an Emergency, the Operator may take any action, in consultation with Competent Authorities as necessary and practicable, as appears to it to be required for the continuity of services through the BRAEMAR OTF and for the safety and stability of the market (an “**Emergency Action**”), including, without limitation:

- 14.1.1 suspending or constraining trading or limiting trading (in whole or in part);
- 14.1.2 cancelling, varying or correcting any Transaction;
- 14.1.3 ordering the fixing of a settlement price, or the reduction of positions;
- 14.1.4 extending, limiting or otherwise changing the Trading Hours;
- 14.1.5 temporarily modifying or suspending any provision of the OTF Rules;
- 14.1.6 imposing or modifying price limits;
- 14.1.7 altering any contract’s settlement terms or conditions;
- 14.1.8 imposing or modifying position limits; or
- 14.1.9 ordering any other action or undertaking to address or relieve the Emergency.

14.2 The terms of this Rule 14 are without prejudice to the Outage Plan.

SECTION 7

TRANSACTION EXECUTION

15 **Authorised Traders**

15.1 Each Participant shall designate one or more Authorised Traders.

15.2 Each Participant shall ensure that each of their Authorised Traders:

- 15.2.1 complies with the OTF Rules and conducts its business in relation to the BRAEMAR OTF in accordance with Applicable Law;
- 15.2.2 has the requisite authorisations and approvals to exercise its rights (and comply with its obligations) to access Operator Services in accordance with Applicable Law;

- 15.2.3 has the authority to adjust or withdraw any Trade Request submitted under any User ID assigned to them at the request of the Operator; and
- 15.2.4 are technically proficient.
- 15.3 The Operator will assign each Authorised Trader a User ID. Participants and Authorised Traders shall keep confidential all User IDs and any other account numbers and/or passwords related to the BRAEMAR OTF.
- 15.4 The User ID assigned to an Authorised Trader may not be used by or reassigned to any other person. No person may access the BRAEMAR OTF or submit Trade Requests using a User ID that has not been assigned specifically to that person.
- 15.5 The Operator may, in its sole discretion, refuse to recognise the designation of a person as an Authorised Trader by not granting, revoking or suspending that person's User ID in order to protect other Participants and the integrity of the BRAEMAR OTF. The Operator shall promptly notify the relevant Participant of any such action.
- 15.6 Participants must terminate an Authorised Trader's access to the BRAEMAR OTF upon termination of the Authorised Trader's appointment, employment or authorisation. A person will cease to be an Authorised Trader upon revocation of their User ID. The Operator will promptly revoke the User ID of an Authorised Trader following receipt of a request from the relevant Participant.
- 15.7 Each Participant shall be responsible for all Trade Requests submitted or Transactions entered into using any of the User IDs assigned to its Authorised Traders.
- 16 **Cessation of Use or Access**
- 16.1 Where a Participant has given notice of its intent to cease accessing Operator Services or accessing the BRAEMAR OTF, the OTF Rules will continue to bind the Participant until:
 - 16.1.1 all of the Participant's outstanding Trade Requests have resulted in Arranged or Executed Transactions, or have been cancelled or withdrawn;
 - 16.1.2 all outstanding obligations of the Participant with respect to Transactions have been performed;
 - 16.1.3 all other outstanding obligations of the Participant under the OTF Rules (including without limitation the settlement of any outstanding Venue Fees or other sums due) have been performed;
 - 16.1.4 the Participant has ceased using or accessing the BRAEMAR OTF, returned any physical property of the Operator or any Affiliate of it, and destroyed or securely deleted any software or confidential information applicable to the BRAEMAR OTF or copies thereof. On request from the Operator, the Participant shall provide the Operator with a written statement signed by its Authorised Representative confirming such actions have been taken.

17 **Connection to the Order Capture System**

When supported, Participants may connect directly to the Order Capture System via a graphical user interface ("GUI") or an application program interface ("API").

18 Submission of Trade Requests

- 18.1 Trade Requests must be identifiable as either an IOI or an Order, and may be submitted by a Participant either:
 - 18.1.1 through a GUI or API connection to the Order Capture System; or
 - 18.1.2 by Voice to a Broker.
- 18.2 A Non-Executing Broker may submit Trade Requests on behalf of its Client, provided that the Non-Executing Broker's Client has authorised the Non-Executing Broker and notified the Operator in the form and manner specified by the Operator from time to time.
- 18.3 Trade Requests submitted by Participants to the BRAEMAR OTF must include the User ID assigned to the Authorised Trader when submitted electronically, and the User ID must be provided on the request of a Broker when submitted by Voice.
- 18.4 A Participant is prohibited from submitting Trade Requests to the BRAEMAR OTF in the capacity of a Systematic Internaliser or an OTF.
- 18.5 A Participant shall not vary, withhold or withdraw any Trade Request, or any part of a Trade Request, for the benefit of any Client other than the Client on behalf of whom the order was entered.
- 18.6 The Operator reserves the right, in its absolute discretion, to refuse to accept submission of Trade Requests on the BRAEMAR OTF and may direct an Authorised Trader to adjust or withdraw any Trade Request submitted by them.

19 Cancellation or rejection of Trade Requests

- 19.1 Participants may cancel, withdraw or amend a Trade Request using any of the submission methods described in Rule 18.1 provided, however, that a Trade Request may no longer be cancelled, withdrawn or amended once it has been Executed.
- 19.2 The Operator may:
 - 19.2.1 exercise discretion in cancelling or withdrawing a Trade Request of a Participant; and
 - 19.2.2 reject any Trade Requests that are clearly erroneous or that exceed volume or price thresholds set by the Operator.
- 19.3 When an Authorised Trader disconnects from a Trading System operated by the BRAEMAR OTF, which is being accessed through an API, all of its outstanding Trade Requests on each of the applicable Trading Systems will be cancelled and withdrawn.

20 Arranging and Execution

- 20.1 A Trade Request submitted in accordance with Rule 18 can potentially interact with other Trade Requests in the BRAEMAR OTF until such time as the Trade Request:
 - 20.1.1 has been Executed on the BRAEMAR OTF in accordance with the OTF Rules;
 - 20.1.2 has been Arranged, constitutes a Registered Trade, and is Executed or registered on an Execution Venue or Registering Execution Venue other than the BRAEMAR OTF in accordance with the rules of that Execution Venue or Registering Execution Venue;

- 20.1.3 has been retracted from the BRAEMAR OTF by the Operator in circumstances consistent with the Operator's exercise of discretion and, where applicable, the Operator's Order Handling Policy; or has been rejected, cancelled or withdrawn in accordance with Rules 14 or 19.

21 Discretion

The Operator reserves the right to not to match a Trade Request submitted in accordance with Rule 18 with other potential Trade Requests available on a Trading System at a given time, subject to specific instructions from a Participant or, where applicable, the Operator's Best Execution and Order Handling Policy which can be found on its website.

22 Package Transactions

Package Transactions may be agreed by two or more Participants on the BRAEMAR OTF. If execution of any component of a Package Transaction requires an order to be placed at another Execution Venue, then the relevant Participant shall be responsible for the execution of such component by the Operator, an Affiliate of it, or a third party appointed by it.

23 Own Account Trading

- 23.1 The Operator does not have dealing on own account permissions. The Operator will not interact with Orders in any capacity, whether on the BRAEMAR OTF or otherwise.
- 23.2 Participants who are Affiliates of the Operator are not permitted to submit Orders that may interact with Orders of other Participants using their own capital on the BRAEMAR OTF.

24 Pre-Execution Credit Checks

- 24.1 Prior to the Execution of any Cleared Derivative Transaction (including any Cleared Derivative Transaction that is a leg of a Package Transaction) for which the relevant Participant is not a Clearing Member, the Operator will facilitate pre-execution credit screening by or on behalf of the Participant's designated Clearing Member. Upon receiving timely confirmation that the Cleared Derivative Transaction will not exceed the Clearing Member's pre-execution limits with respect to such Participant, the Operator will accept the Cleared Derivative Transaction for Execution. If the Operator does not promptly receive timely confirmation or receives notice that the Cleared Derivative Transaction does not satisfy the Clearing Firm's pre-execution limits with respect to such Participant, the Operator will cancel that Cleared Derivative Transaction and may apply the applicable Venue Fee.
- 24.2 Any Participant that is a Clearing Member with respect to a Cleared Derivative Transaction is deemed to represent, by submitting an Order for its proprietary account, that it has completed pre-execution screening of its internal clearing risk limits for proprietary accounts.

25 Position Management Controls

- 25.1 Subject to any exemption granted by the relevant Competent Authority, no person, including a Participant or a Client of it, may hold or control a position in a Tradable Instrument in excess of a Position Limit on or through the BRAEMAR OTF.
- 25.2 The Operator will monitor the open positions of Participants in the financial instruments available for trading on the Braemar OTF. Participants shall cooperate with the Operator, upon request, to establish, with respect to any position held or controlled by the Participant

(whether on its own account or for the account of another person, at all levels of intermediation through to the end-Client):

- 25.2.1 the size and purpose of a position or exposure entered into;
 - 25.2.2 any beneficial or underlying owners;
 - 25.2.3 any concert arrangements; and
 - 25.2.4 any related assets or liabilities in the underlying market.
- 25.3 The Operator may require a Participant to terminate or reduce a position (whether held or opened on its own account or for the account of another person) in a Tradable Instrument, on a temporary or permanent basis. If the Participant fails to terminate or reduce the position, then the Operator may take such steps as, in its discretion, are required to terminate or reduce it; which may include, without limitation, cancelling or amending Trade Requests. The Participant shall be responsible for all costs incurred by the Operator to give effect to such requirement.
- 25.4 If required, at the discretion of the Operator, to mitigate the effects of a large or dominant position, a Participant shall provide liquidity into the relevant markets, at an agreed price and volume.

26 **Position Reports**

- 26.1 Participants shall submit Position Reports to the Operator in such form, at such intervals and by such deadlines as may be specified in OTF Notices from time to time. Draft Position Reports made available by the Operator shall, if required, be corrected by the relevant Participants prior to submission.
- 26.2 Participants shall cooperate with the Operator to ensure their correct classification for the purposes of reporting by the Operator to the relevant Competent Authority. Participants shall promptly notify the Operator if their circumstances change, such that their classification changes or is likely to change.

27 **Confirmations**

- 27.1 The Operator will send a Confirmation to each Participant that is a counterparty to a Transaction Executed or registered on the BRAEMAR OTF, at the time that the Transaction is Executed or registered or as soon as reasonably practicable thereafter. Each Participant shall review the Confirmation for a Transaction Executed or registered pursuant to the OTF Rules as soon as practicable upon transmission of such Confirmation to the Participant and notify the Operator as soon as reasonably practicable of any error or omission that is identified.
- 27.2 Regardless of the means of delivery, pursuant to these OTF rules, each Participant agrees that the Confirmation represents legally binding documentation representing the agreement of the parties to the terms of the Transaction.

28 **Trading Hours**

- 28.1 Participants are prohibited from sending any Trade Requests, entering into any Transaction or using any other facility of the BRAEMAR OTF outside of the designated Trading Hours for

the relevant Product. The Trading Hours are specified in the Market Segment Rules, subject to any variation as may be published by the Operator in an OTF Notice from time to time.

- 28.2 In order to ensure orderly system functionality, the commencement of trading may be postponed for a Product or Trading Hours may be extended or shortened at the Operator's discretion.

SECTION 8

TRADE TRANSPARENCY

29 Pre-trade transparency

Where required under Applicable Law, the Operator will make public, on a continuous basis during Trading Hours, details of Orders, including current bid and offer prices and the depth of trading interest at those prices which are advertised through the BRAEMAR OTF ("**Pre-Trade Data**"). The Operator may, in its absolute discretion, seek to obtain and apply a Transparency Waiver from publication of all or part of such Pre-Trade Data. Where the Operator has been granted a Transparency Waiver, the Operator will be exempted from the requirements to publish Pre-Trade Data to the extent provided for by the applicable Transparency Waiver. Details of applicable Transparency Waivers are available on request.

30 Post-trade transparency

- 30.1 Where required under Applicable Law, the Operator will make public, as close to real-time as technically possible, the price, volume and time of Transactions in financial instruments executed on the BRAEMAR OTF ("**Post-Trade Data**").

- 30.2 The Operator may, in its absolute discretion, seek to obtain and apply a Deferral from publication of all or part of such Post-Trade Data. Where the Operator has been granted a Deferral, the Operator may effect deferred publication of Post-Trade Data to the extent provided for by the applicable Deferral. Details of applicable arrangements for deferred publication of Post-Trade Data are available on request.

31 Publishing Pre-Trade Data and Post-Trade Data

- 31.1 Pre-Trade Data and Post-Trade Data will be made available to the public separately.
- 31.2 The Operator or an Affiliate of it may make Pre-Trade Data and Post-Trade Data available to the public on a reasonable commercial basis. However, Pre-Trade Data and Post-Trade Data will be made available to the public free of charge five minutes after publication.

32 Market data and information

- 32.1 The Operator may make market data and other anonymised information regarding Trade Requests (including prices and amounts), Transactions and any other matters it may deem appropriate available to Participants and other persons at such times and in such manner (whether through the BRAEMAR OTF, a ticker, financial information services or otherwise) as it may determine from time to time.

- 32.2 All market data or other information that the Operator or any service provider provides to the Participant in connection with its use of the BRAEMAR OTF is proprietary to the Operator (or the service provider, as applicable).
- 32.3 Participants are not permitted to retransmit, redistribute, or otherwise disclose such data or information to any third party, including without limitation in aggregated format, or to incorporate it into a benchmark, without the Operator's (or, as applicable, the relevant service provider's) prior agreement, except as required by Applicable Law.

SECTION 9

CLEARING AND SETTLEMENT

33 Clearing

- 33.1 Each Cleared Derivative Transaction shall be cleared through the Clearing House as agreed by the parties in accordance with Applicable Law, provided that the relevant Clearing House is one of those recognised by the Operator for the clearing of Transactions executed on the BRAEMAR OTF.
- 33.2 For each Cleared Derivative Transaction, the Participant must have a clearing account with the relevant Clearing House or with a Clearing Member of such Clearing House.
- 33.3 A Participant accessing a Clearing House must comply with the rules and procedures of the relevant Clearing House in respect of the clearing and settlement of the relevant Transactions. Where the rules and procedures of the Clearing House with respect to clearing and settlement conflict with this Rule 33, the rules and procedures of the relevant Clearing House shall take precedence in that respect.

34 Settlement

- 34.1 Participants are responsible for the timely settlement of Transactions which have been Arranged, Executed or registered under the OTF Rules in accordance with Applicable Law.
- 34.2 If a component of a Package Transaction is Executed or registered on an Execution Venue or Registering Execution Venue other than the BRAEMAR OTF, then the clearing and settlement arrangements of that other Execution Venue or Registering Execution Venue will apply to that component.
- 34.3 The Operator is not responsible for and shall not be liable for the default of any Participant on any Transaction. Transactions undertaken on the BRAEMAR OTF are not subject to any compensation scheme.

SECTION 10

CONFLICTS OF INTEREST

35 Conflicts of interest

- 35.1 When the Operator Arranges, Executes or registers a Transaction for a Participant or provides other services using the BRAEMAR OTF, an Affiliate or some other person connected with the Operator may have an interest, relationship or arrangement that is material in relation to the Transactions, investments or service concerned. Neither the

Operator nor such other person shall be obliged to disclose this to a Participant or to account to a Participant for any profit.

- 35.2 When the Operator Arranges, Executes or registers a Transaction for a Participant or provides other services using the BRAEMAR OTF, the Operator or an Affiliate may Arrange, Execute or register a Participant's Transaction with that of another Client by acting on behalf of both Clients.
- 35.3 The Operator's Conflicts of Interest Policy is published on the BRAEMAR OTF website and can be accessed [here](#)

SECTION 11

CONDUCT REQUIREMENTS

36 Participant Conduct Obligations

- 36.1 Participants shall effect Transactions in a responsible manner, act in a fit and proper manner, and meet applicable standards of market integrity. Participants shall not:
- 36.1.1 enter into a Transaction, submit a Trade Request, or otherwise engage in any behaviour which:
1. gives or is likely to give a false or misleading signal as to the supply of or demand for a Product, related Financial Instrument, or spot commodity contract, unless for legitimate reasons;
 2. secures, or is likely to secure, the price of any Product, related Financial Instrument, or spot commodity contract at an abnormal or artificial level, unless for legitimate reasons;
 3. affects or is likely to affect the price of Product, related Financial Instrument, or spot commodity contract, which employs a fictitious device or any other form of deception or contrivance, including through dissemination of information through the media where the Participant knows, or ought to know, that the information is false or misleading; or
- 36.1.2 engage in any act or course of conduct which is likely to harm the integrity, fairness, orderliness or reputation of the BRAEMAR OTF.
- 36.1.3

37 Market Surveillance

The Operator may monitor activity on or through the BRAEMAR OTF to check for statistical patterns and trade correlation which might be of concern in order to identify potential breaches of the OTF Rules, disorderly trading conditions, or conduct that may indicate market abuse.

38 Investigations

- 38.1 The Operator may require a Participant to provide (periodically or upon request) information concerning the Participant's activity in connection with the BRAEMAR OTF. Such information may include without limitation the Participant's open trading positions or Transactions to which the Participant is a party.

39 Information-Sharing

- 39.1 The Operator may enter into information-sharing agreements or other arrangements or procedures to establish and enforce rules that will allow the Operator to obtain any necessary information to perform any monitoring of trading and trade processing, provide information to Competent Authorities upon request and allow the Operator to carry out such international information-sharing agreements as a Competent Authority may require. As part of any information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule, the Operator may take any of the following steps:
- 39.1.1 provide market surveillance reports to other markets;
 - 39.1.2 share information and documents concerning current and former Participants with other markets;
 - 39.1.3 share information and documents concerning ongoing and completed investigations with other markets; or
 - 39.1.4 require current or former Participants to provide information and documents to the Operator at the request of other markets with which the Operator has an information sharing agreement or other arrangements or procedures.
- 39.2 The Operator may enter into any arrangement with any person or body (including, without limitation, any Competent Authority, any exchange, market, trade repository, reporting services or clearing organisation or foreign regulatory authority) if the Operator considers such arrangement to be in furtherance of the BRAEMAR OTF's purpose or duties under Applicable Law.
- 39.3 The Operator may disclose to any person or entity information concerning or associated with a Participant or other person where the Operator believes such disclosure is reasonably necessary, appropriate, and in accordance with Applicable Law.

40 Co-operation with Competent Authorities

- 40.1 The Operator will report to the FCA or other Competent Authority any significant breaches of the OTF Rules, disorderly trading conditions and conduct that may involve market abuse.
- 40.2 The Operator will supply information to the FCA or other Competent Authority with responsibility for the regulation or supervision of any regulated activity to which the BRAEMAR OTF relates, as required.
- 40.3 In addition to its obligations to the FCA, the Operator will give all reasonable assistance in any investigation conducted in relation to trading on or through the BRAEMAR OTF, whether by the FCA or another Competent Authority.
- 40.4 Participants undertake to cooperate fully with the Operator and the FCA or any other Competent Authority in the course of any investigation conducted by the same which relates to trading on or through the BRAEMAR OTF.

SECTION 12

ALGORITHMIC TRADING

- 41 Participants may not engage in Algorithmic Trading on the BRAEMAR OTF.

SECTION 13

RECORD-KEEPING AND REPORTING

42 Trade Request and Transaction data

Each Participant submitting a Trade Request subject to the Record Keeping Obligation must provide with the Trade Request all data required to enable the Operator to meet its obligations under Applicable Law.

43 Transaction Reporting

- 43.1 Participants are responsible for undertaking their own transaction reporting requirements as required by Applicable Law.

- 43.2 If a Participant is not required by Applicable Law to submit a Transaction Report, but the Operator as the operator of the BRAEMAR OTF is required to submit such a report in respect of a Transaction to which the Participant is party, then the Participant must provide all information reasonably requested by the Operator to complete and submit such report on a timely basis and ensure that such information is accurate, current and complete.

44 Trade Reporting

- 44.1 Where applicable, Participants are responsible for undertaking their own trade reporting requirements as required by Applicable Law.

SECTION 14

REGISTERED TRADES

45 Registered Trades for Registration on Other Execution Venues

- 45.1 Registered Trades for cleared financial instruments or transactions which are not Tradable Instruments, which represent a component of a Package Transaction Executed using a Trading System of the BRAEMAR OTF, will be submitted for registration on a Registering Execution Venue other than the BRAEMAR OTF.

- 45.2 Registered Trades executed in accordance with Rule 45 must conform to the requirements of the Registering Execution Venue. Participants are subject to the applicable rules of the Registering Execution Venue. If and to the extent that the applicable rules of the Registering Execution Venue are inconsistent or conflict with the OTF Rules, then the rules of the Registering Execution Venue shall take precedence with respect to the relevant Transaction.

46 Registered Trades for Registration on the BRAEMAR OTF

At the discretion of the Operator, Registered Trades may be accepted by the Operator for registration on the BRAEMAR OTF. The procedure for registration of Registered Trades can be accessed through at www.braemarsecuritieslimited.com

SECTION 15

TRADABLE INSTRUMENTS

47 List of Tradable Instruments

The list of Tradable Instruments is published by the Operator at www.braemarsecuritieslimited.com

48 Changes in respect of Tradable Instruments

48.1 The Operator may add financial instruments to the list of Tradable Instruments at any time, subject to any restrictions of Applicable Law.

48.2 The Operator may suspend or remove any financial instrument from the list of Tradable Instruments at any time, subject to any restrictions of Applicable Law.

48.3 Following the addition of Tradable Instruments pursuant to Rule 47.1 or the suspension or removal of Tradable Instruments pursuant to Rule 47.4, the Operator will publish the updated list of Tradable Instruments as soon as reasonably practicable.

48.4 The circumstances in which the Operator may suspend or remove any financial instrument from the list of Tradable Instruments include but are not limited to those in which:

48.4.1 they no longer comply with the OTF rules;

48.4.2 there may be market abuse;

48.4.3 where a derivative is related or referenced to only one financial instrument, and that financial instrument has been suspended or removed from trading;

48.4.4 there has been non-disclosure of inside information about the issuer or relevant financial instrument unless such suspension or removal would be likely to cause significant damage to the relevant Participants' interests or the orderly functioning of the market.

48.5 The Operator will make public a determination to prohibit, remove or suspend by issuing an OTF Notice and communicating the decision to the FCA.

48.6 The Operator may apply volatility safeguards (including trading halts) in regard to the submission of Trade Requests and the Order Capture System in its discretion in the event of excessive market volatility.

SECTION 16

GOVERNING LAW

49 Governing Law

The OTF Rules and all non-contractual or other obligations arising out of or in connection with them shall be governed by, and shall be construed in accordance with, the laws of England and Wales regardless of the laws that would otherwise apply under applicable choice-of-law principles.

50 **Jurisdiction**

The courts of England and Wales shall have exclusive jurisdiction to determine any dispute with respect to any matter arising under or in connection with the operation of the BRAEMAR OTF or the OTF Rules.

51 **Third Party Rights**

No person who is not a Participant (other than any Affiliate of the Operator) may enforce any of the OTF Rules or rely on any exclusion or limitation contained in the OTF Rules whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

SECTION 17

ERROR TRADES POLICY

52 **Introduction**

52.1 This Section 17 sets out the factors and processes that the Operator may consider and employ when:

52.1.1 determining whether a Transaction is an Error Trade resulting in its adjustment or cancellation; and

52.1.2 handling trade disputes and Transaction review requests from Participants.

53 **Determination of Error Trades**

53.1 The Operator may determine to review a Transaction at its own discretion or upon a Participant's request to ascertain whether a Transaction constitutes an Error Trade.

53.2 The Operator reserves the right to unilaterally cancel or adjust any Transaction which is an Error Trade, including in instances where there has been no request from a Participant, in the interest of maintaining a fair and orderly market.

53.3 When exercising discretion in relation to a review request, the Operator will take into account the circumstances of the request, and each request will be reviewed on a case-by-case basis.

53.4 The decision of the Operator will be final.

53.5 To determine whether a Transaction constitutes an Error Trade, the Operator may contact/consult other Participants and other market participants, who may be Affiliates of the Operator, and may consider any relevant information, including but not limited to:

53.5.1 the last traded price on the venue in the relevant instrument;

53.5.2 any existing or recent quotes, orders or trades in the relevant instrument on the venue at the time of execution of the relevant Transaction;

53.5.3 the price of the same or related instrument in another market;

53.5.4 the market conditions at the time of the relevant Transaction including levels of activity and settlement;

53.5.5 the review request where applicable; and

- 53.5.6 any other factor which the Operator, at its sole discretion, may deem relevant.
- 53.6 Without limitation, the unavailability of counterparty credit shall not by itself render a trade an Error Trade.

54 Transaction Review Request Procedure

- 54.1 A request for review of a Transaction by a Participant must be made within 15 minutes from the time of execution of the relevant Transaction and in writing by e-mail to the Operator.
- 54.2 Review requests received after 15 minutes from the time of execution of the Transaction will only be considered where there are unusual or mitigating circumstances resulting in the delay in requesting a review.
- 54.3 After receiving the review request, the Operator shall, provided that the request is consistent with the Operator's obligations to maintain an orderly market, promptly inform, by telephone or email, the other counterparty to the Transaction that the Transaction is subject to a review request.
- 54.4 The Operator shall notify, by telephone or email, the counterparties to the relevant Transaction whether or not the Transaction is determined to be an Error Trade and shall use its reasonable endeavours to do so as promptly as possible in order to preserve market integrity.
- 54.5 If the relevant Transaction is determined to be an Error Trade, the counterparties shall take such action as the Operator requires to put into effect any adjustment or cancellation and hold the Operator harmless, for all costs incurred by the Operator in so doing. Failure by any Participant to comply with any instruction from the Operator to cancel or adjust an Error Trade is a breach of the OTF Rules.
- 54.6 For the purposes of this Section 17, the Operator may treat any Participant who has Executed a Transaction as a counterparty to that Transaction, whether or not the Participant has notified the Operator that it has Executed that Transaction for another person.

SECTION 18

STATIC DATA

55 Introduction

Each Participant must provide the Operator with the Static Data and any other information and documentation requested by the Operator from time to time.

56 Duty to keep information updated

In the event that any material information in the Participant's Static Data becomes out-dated or otherwise inaccurate or incomplete for any reason, the Participant must update the Operator immediately (and in any event within 24 hours).

SECTION 19

FEES, COMMISSIONS AND CHARGES

57 Venue Fees

- 57.1 The Operator's fee structure for the BRAEMAR OTF is published on the BRAEMAR OTF website www.braemarsecuritieslimited.com
- 57.2 Fees and other amounts owed to the Operator in respect of services provided using the BRAEMAR OTF are payable on the terms set out in the relevant invoice.
- 58 **Fee Structures**
- The Operator may from time to time establish different fee structures for the same type of service provided using the BRAEMAR OTF.
- 59 **Taxes**
- Participants are responsible for the payment of any applicable taxes, including without limitation any value-added tax or financial transaction tax.

SECTION 20

ORDER EXECUTION

- 60 **Order Handling Policy**
- 60.1 The Operator's Order Handling Policy, which is published on the BRAEMAR OTF website and can be accessed through the following URL: www.braemarsecuritieslimited.com applies to all Trade Requests submitted to the BRAEMAR OTF.
- 60.2 Participants are deemed to have understood and agreed to the Operator's Order Handling Policy each time that they access the BRAEMAR OTF, submit a Trade Request to the BRAEMAR OTF or request services from the Operator in relation to the BRAEMAR OTF. Material changes to the Order Handling Policy will be notified by an OTF Notice.
- 60.3 Subject to specific instructions to the contrary, Participants are deemed to have authorised the Operator to execute or to arrange for the execution of any Trade Request either on the BRAEMAR OTF or outside of the BRAEMAR OTF.
- 61 **Publication of Execution Quality Data**
- Details of the quality of Execution of Orders on the BRAEMAR OTF will be published annually on the BRAEMAR OTF website and can be accessed through the following URL: www.braemarsecuritieslimited.com.

SECTION 21

CONTACT DETAILS

- 62 **Contact details**
- 62.1 Enquiries should be directed to:
- Head of Compliance, Braemar Securities Limited, One Strand, London WC2N 5HR, United Kingdom.
- Email: otf@braemar.com
- 62.2 Complaints may be directed to the address above, marked for the attention of the Head of Compliance using the same address, above.

SECTION 22

GENERAL

- 63 If any Rule or term of the OTF Rules is found to be illegal, invalid or unenforceable under any Applicable Law, such Rule or term shall, insofar as it is severable from the remaining Rules or terms be deemed omitted from the OTF Rules until replaced by the Operator and shall in no way affect the legality, validity or enforceability of the remaining Rules and terms.
- 64 This version of the OTF Rules supersedes all prior versions from the date hereof (save in respect of any provisions which are by their nature to continue in full force and effect post termination).
- 65 The Operator may amend the OTF Rules from time to time in its discretion. Changes shall be notified in such manner and place as the Operator may determine including, but not limited to, by posting on designated the URLs. Each Participant shall be deemed to have accepted such changes by: (i) accepting the changes in accordance with the Operator's required procedures; or (ii) five Business Days or such greater time as the Operator may specify after the posting of such changes at the relevant URL; or (iii) upon either being granted access to the BRAEMAR OTF or continuing to have access to it and/or trading on it, whichever is the earlier after the notice period specified by the Operator when the changes come into effect.
- 66 The Operator's rights and remedies and a Participant's obligations under the OTF Rules are cumulative and are in addition to the Operator's rights and remedies and a Participant's obligations under any other agreement with the Operator, and any written agreement between a Participant and any Source(s), as any of the same may be amended or supplemented from time to time.

SECTION 23

MARKET SEGMENT RULES

67 FREIGHT and ENERGY DERIVATIVES

67.1 Introduction:

These are the Market Segment Rules for the Freight and Energy Derivatives Market Segment of the BRAEMAR OTF ("**Freight and Energy Segment**"). They are to be read together with and form part of the OTF Rules of the BRAEMAR OTF.

67.2 Definitions and Interpretation:

The following definitions shall apply in these Market Segment Rules, in addition to the definitions contained in the OTF Rules:

"**Freight and Energy**" means the Financial Instruments and Transactions set out in this Section.

"**Hybrid Order Book**" means a Trading System that matches Trade Requests electronically, subject to the exercise of discretion by the Operator.

"**Voice Trading System**" means a Trading System based upon or incorporating Voice negotiation.

67.3 MIC:

The Segment MIC code for the **Freight and Energy** Segment is BSLG.

67.4 Trading Hours:

The **Freight and Energy** Segment is available for trading during the normal market hours for trading in Gas Products, subject to the Operator's discretion. Normal hours are 0700-1800

in London, England. Subject to system availability, the Hybrid Order Book (Trayport matching system) is eligible to receive Trade Requests during all hours (24x7x365).

- 67.5 Products:
Trading is permitted on the **Freight and Energy** Segment in the Tradable Instruments listed in Appendix 1.
- 67.6 Trade Request Types:
Subject to the discretion of the Operator, all Order types are permitted in the **Freight and Energy** Segment.
- 67.7 Trade Requests:
- 67.7.1 Trade Requests may be submitted as IOIs or Orders.
- 67.7.2 For all Products in the Freight and Energy Segment, Trade Requests will be treated as IOIs by default when received by Voice, subject to the instructions of the submitting Participant.
- 67.7.3 All Orders with specified expiry times or dates will remain active in the Freight and Energy Segment until such time as they are cancelled by the Participant (or the Operator in accordance with the Operator's Order Handling Policy) or the expiry date of the Order has been reached.
- 67.7.4 The Operator may impose a minimum Order size in respect of any Product. Any Order smaller in size may be rejected by the Operator.
- 67.8 Submission Mechanism:
The following submission mechanisms are available in the Freight and Energy Segment:
- 67.8.1 Telephone
- 67.8.2 Instant Messaging
- 67.8.3 API
- 67.8.4 GUI
- 67.8.5 Email
- 67.9 Execution Methodology:
Trading in the **Freight and Energy** Segment is permitted using the following systems:
- 67.9.1 **Voice Trading System**
A Trade Request given to a Broker by a Participant using a Voice Trading System will be Arranged and Executed in accordance with the Operator's [Best Execution and Order Handling Policy](#). All financial instruments available for trading on the Braemar OTF are traded via the Voice Trading System.
- 67.9.2 **Hybrid Order Book**
Orders submitted to the Hybrid Order Book will be matched on a price-time priority, subject to the exercise of discretion by the Operator.
Order Work-Up

Following the conclusion of a Transaction using the Hybrid Order Book, the Participants party to the Transaction may be invited to submit identical Orders in respect of the relevant Product at the same price as the Transaction but at a volume selected by the respective Participants (“**Repeat Orders**”) for a specified period of time (“**Private Work-Up Phase**”). Following the Private Work-Up Phase, for a further specified time period, other Participants will also be invited to submit Repeat Orders (“**Public Work-Up Phase**”). Repeat Orders will execute at point of match during the Private Work-Up Phase and the Public Work-Up Phase.

The periods for the Private Work-Up Phase and the Public Work-Up Phase will be determined by the Operator at its discretion. Participants are bound to Execute Transactions in the **Freight and Energy** Segment, following a match of their Trade Request with a corresponding Trade Request, if they indicate to the Broker that their Trade Request is firm (and provided that the Trade Request has not expired or been cancelled or withdrawn).

Appendix 1:
Gas Forwards

The following tenures are traded on the Braemar OTF for the following gas hubs:

National Gas Hubs				
Dutch TTF	German THE	French PEG	Austrian CEGH	Czech VTP
Austrian CEGH	United Kingdom NBP	Spanish PVB	Danish GTF	Polish VTP
Hungarian MGP	Italian PSV	Slovakian VTP		

Tenures
WD (Within Day)
DA (Day Ahead)
BOW (Balance of Week)
W/END (Weekend)
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday
WK/DY NW (Working Days Next Week)
W/END +1 (Weekend +1)
W/END +2 (Weekend +2)
BOM (Balance of Month)
January (all years)
February (all years)
March (all years)
April (all years)
May (all years)
June (all years)
July (all years)
August (all years)
September (all years)
October (all years)
November (all years)
December (all years)
Q1 (all years)
Q2 (all years)
Q3 (all years)
Q4 (all years)

Winter (all years)
Summer (all years)
Calendar Year (Cal, all years)
Gas Year (All years)
Heren Day Ahead
Heren Weekend
Heren Balance of Month
Heren Front Month
Heren January
Heren February
Heren March
Heren April
Heren May
Heren June
Heren July
Heren August
Heren September
Heren October
Heren November
Heren December
Heren Q1
Heren Q2
Heren Q3
Heren Q4
Heren Winter
Heren Summer
Heren Calendar Year
Heren Gas Year
Heren Month Ahead Settlement (MA)
Trade at Heren (TAH) Front Month
TAH January
TAH February
TAH March
TAH April
TAH May
TAH June
TAH July
TAH August
TAH September
TAH October
TAH November
TAH December
TAH Q1

TAH Q2
TAH Q3
TAH Q4
TAH Winter
TAH Summer
TAH Calendar Year

OTF Financial Instruments:

Baltic Air Freight Index Swaps
Dutch TTF Natural Gas 1st Line Financial Forwards
JKM LNG (Platts) Forwards