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**REVISIONS TO THE LOOSE-LEAF RULEBOOK
OF THE LONDON METAL EXCHANGE**

Release No 133

Enclosed are replacement pages of the LME Rulebook affected by recent revisions.

Updates comprise:-

Outline of Contents

Part 3 – Replace pages 3-2 to 3-71

Details of the substantive changes are below:

25/230	CONSULTATION ON: (I) PROPOSED CHANGES TO THE OPTION EXERCISE PROCESS FOR METAL OPTIONS; AND (II) THE INTRODUCTION OF A NEW BUSINESS CONTINUITY PROCEDURE FOR THE EXISTING METAL OPTIONS EXERCISE PROCESS
26/064	DECISION NOTICE (RULE CHANGE NOTICE) ON: (I) PROPOSED CHANGES TO THE OPTION EXERCISE PROCESS FOR METAL OPTIONS; AND (II) THE INTRODUCTION OF A NEW BUSINESS CONTINUITY PROCEDURE FOR THE EXISTING METAL OPTIONS EXERCISE PROCESS



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- (e) the Special Rules for the relevant metal, LMEmini Contract, Cash-Settled Future or for the Construction of the Index;
- (f) the Premium Contract Regulations;
- (g) the LMEprecious Regulations; and
- (h) (in respect of Cleared Contracts) the Clearing House Rules,

as effectively as if the same had been expressly inserted therein.

1.10 The Exchange may, in accordance with its applicable policies and procedures, and otherwise where, acting reasonably, it considers it necessary or appropriate to do so in order to maintain an orderly market:

- (a) publish a price that it determines otherwise than in accordance with the applicable Pricing Methodology; or
- (b) correct or amend any price published by the Exchange pursuant to these Trading Regulations,

and shall do so in accordance with its applicable policies and procedures.

1.11 The Exchange reserves the right, acting reasonably and in its absolute discretion, to suspend or revoke the access of a Dealer, Member Representative and/or a Member and, where applicable, its Clients, to any systems and facilities (including any successor systems or facilities) of the Exchange, as the Exchange deems necessary, including (without limitation) the Ring, LME Select, the Matching System and LMEsword.

2. **PERMITTED CONTRACTS AND CONTRACT FORMATION**

2.1 **Permitted Contracts**

2.1.1 Members, other than Registered Intermediating Brokers, may act only as principals. In all dealings with non-Members they shall comply with the provisions contained in the Rules which refer to relations with Clients and to dealings with Clients.

2.1.2 All dealing by Members in Metal Contracts, LMEmini Contracts, Index Contracts, Cash-Settled Futures, Monthly Average Futures, Premium Contracts and LMEprecious Contracts made subject to the Rules of the Exchange must be evidenced by:

- (a) a Cleared Contract; and/or
- (b) one or more Cleared Contracts and one or more Client Contracts,

and the details of the Agreed Trade that results in the formation of such Contract(s) must be input into the Matching System by the Member. This Regulation shall not impose on the Clearing House any obligation which is not imposed on it by the Clearing House Rules.

2.1.3 Subject to 2.1.3A below, any Contract, except Index Contracts, Cash-Settled Futures, LMEmini Contracts, Monthly Average Futures, Premium Contracts and LMEprecious Contracts, may be written with the price or premium payable in any one of the following currencies and no other: US dollar, euro, Japanese yen or sterling. Index Contracts, Cash-Settled Futures, LMEmini Contracts, Monthly Average Futures, Premium Contracts and

LMEprecious Contracts shall be written with the price or premium payable solely in US dollars.

- 2.1.3A Until further notice, Metal Options may only be written with the price or premium payable in US dollars. Such further notice may be given by way of a Notice or Administrative Procedure References in Trading Regulation 8.3 and Trading Regulation 9.1.2 to non-USD Metal Options shall be subject to this Regulation 2.1.3A.
- 2.1.4 The Exchange shall determine the Contracts, Prompt Dates and time periods during which TAS or TAR transactions shall be permitted. Specific Contracts, Prompt Dates and spreads eligible for pricing as TAS or TAR transactions (where applicable) are set out on the LME website. The following shall govern TAS and TAR transactions:
- (a) an order for a TAS or TAR transaction may be entered on LME Select at any time the applicable Contract is available for TAS or TAR trading (as applicable) on LME Select and during such eligible Contract's prescribed pre-open time period. The initiation of any TAS or TAR order on LME Select outside these time periods is prohibited; and
 - (b) unless otherwise specified by the Exchange, a TAS or TAR transaction may be executed on any given day at that day's Closing Price or relevant reference price (as applicable) or at the prescribed number of ticks above or below such Closing Price or relevant reference price (as applicable), as set out on the LME website.

2.2 Contract Formation

2.2.1 The basis on which Contracts shall be formed shall be as set out in this Trading Regulation 2.

2.2.2 Agreed Trades may be made:

- (a) in the Ring; or
- (b) in LME Select; or
- (c) in the inter-office market,

(and each of (a), (b) and (c) shall be an "**Execution Venue**"), subject to any restrictions regarding the permissible trading venues for any type of Contract specified in these Rules.

2.2.3 An Agreed Trade shall constitute:

- (a) the agreement of the terms of a transaction for the purpose of enabling Contracts to be formed between each Clearing Member that is:
 - (i) party to the Agreed Trade; or
 - (ii) responsible for the clearing of the Agreed Trade,
 and the Clearing House, subject to and in accordance with the Acceptance Criteria of the Clearing House; or
- (b) in the case only of a PTT Order, the agreement of the parties to Pre-Trade Execution Communications to initiate a Fixed Price Auction in respect of terms of a transaction

that, were it to be matched pursuant to such Fixed Price Auction, would constitute an agreement within (a) above.

An Agreed Trade shall not itself constitute a binding contractual agreement between the parties to the Agreed Trade (whether as a Cleared Contract or otherwise) unless and to the extent otherwise specified in these Rules.

For the avoidance of doubt, the purpose of any reference in these Rules to an Agreed Trade falling within (b) above shall be to give rise to:

- (i) (except where (ii) below applies) a Contingent Agreement to Trade pursuant to which the Member(s) responsible for such Agreed Trade must submit the particulars of such Agreed Trade, comprising an IOM PTT Initiating Pair, to the Matching System (on the same basis as if such IOM PTT Initiating Pair were any other Agreed Trade, in accordance with Trading Regulation 2.10), in order to initiate a Fixed Price Auction pursuant to which such any PTT Orders may be made pre-trade transparent; or
- (ii) where the Pre-Trade Execution Communications are made between a Registered Intermediary Broker and its Clients, an obligation on the RIB to (subject to the agreement of its Clients), submit the particulars of the IOM PTT Initiating Pair to the Matching System, for the purpose of obtaining the confirmation by the nominated Clearing Member(s) to the proposed Agreed Trade, and the consequent initiation of a Fixed Price Auction pursuant to which any PTT Orders may be made pre-trade transparent.

2.2.4 A Clearing Member shall be "**responsible for the clearing of an Agreed Trade**" where:

- (a) one party to the Agreed Trade is a Client of the Clearing Member; and
- (b) the Client and the Clearing Member have established arrangements for such Agreed Trade to be cleared by the Clearing Member.

2.2.5 An Agreed Trade shall result in the formation of one or more Contracts when it is Executed, in accordance with the applicable Rules governing Execution for the Execution Venue within which the Agreed Trade was agreed.

2.2A **Pre-Trade Communications**

2.2A.1 Pre-Trade Communications:

- (a) shall be permitted in relation to Agreed Trades made in the inter-office market, and
- (b) shall not be permitted in relation to Agreed Trades made in LME Select except:
 - (i) for legitimate and lawful business communications between a Member and a Client on the parameters of an order which will be entered by the Member on the Client's behalf; and/or
 - (ii) where Members enter an order resulting from such communications in LME Select in accordance with one of the methods of crossing specified by the Exchange in Regulation 2.4A.

2.2A.2 Where Members engage in permitted Pre-Trade Communications, Members shall:

- (a) ensure that the price quoted for the potential or future Agreed Trade is at Fair Market Value; and
- (b) in the case of Regulation 2.2A.1 (b) (ii), have first obtained the Client's consent before engaging in Pre-Trade Communications.

2.2A.3 Where Pre-Trade Communications are permitted, a Member shall not:

- (a) engage in Pre-Trade Communications where to do so would breach market abuse legislation or any other application law or regulations;
- (b) disclose any information obtained in Pre-Trade Communications (or otherwise) or make any other use of such information or engage or attempt to engage in any other behaviour in breach of the Rules.

Breaches of relevant market abuse legislation or any other applicable laws or regulations shall constitute a breach of these Rules including as set out in Regulation 14.9.

2.2A.4 Regulation 2.2A shall not apply to:

- (a) communications between a Member and the Exchange; or
- (b) communications within a Member, provided that such communications comply with the relevant market abuse legislation and any other applicable laws or regulations and the Rules.

2.3 Execution of trades in the Ring

2.3.1 Where an Agreed Trade is made in the Ring and satisfies the Acceptance Criteria, the following shall apply.

- (a) The time of such agreement between two Clearing Members shall be the Execution Time.
- (b) At the Execution Time, Cleared Contracts shall be automatically and immediately formed between the Clearing House and each Member that is party to the Agreed Trade, subject to and in accordance with the Clearing House Rules.

2.4 Execution of trades in LME Select

2.4.1 Where an Agreed Trade is made in LME Select, the following shall apply.

- (a) The Agreed Trade made in LME Select shall, provided that it satisfies the Acceptance Criteria, be Executed at the time that LME Select confirms that the Agreed Trade is matched and that all Pre-Execution Checks are satisfied (and such time shall be the Execution Time).
- (b) At the Execution Time, Cleared Contracts shall be automatically and immediately formed between the Clearing House and each Member that is party to, or responsible for the clearing of, the Agreed Trade, subject to and in accordance with the Clearing House Rules.

2.4A The Crossing Rule in LME Select

- 2.4A.1 Members who have engaged in Pre-Trade Communications in compliance with Regulation 2.2A.1(b)(ii) shall enter the orders resulting those communications into LME Select in accordance with the methods of crossing as specified by the Exchange from time to time. For the purposes of complying with applicable pre-execution (price validation) checks, all orders entered in LME Select shall be entered at the clean price (that is net of commissions, credit charges and or fees). Only Members may use the Crossing Rule.
- 2.4A.2 Members, who have first executed an Equivalent Trade on LME Select in accordance with the methods of crossing specified by the Exchange, may subsequently submit the corresponding Agreed Trade for Execution in the inter-office market in compliance with Regulation 2.5A.3(b). Members may use the Crossing Rule irrespective of the size of the Agreed Trade.

Regulation 2.4A shall be known as the ‘Crossing Rule’.

2.5 Execution of trades in the inter-office market

- 2.5.1 Where an Agreed Trade is made in the inter-office market, otherwise than when it is made by a Registered Intermediating Broker, the following process shall apply.
- (a) Upon the agreement of an Agreed Trade in the inter-office market, the parties to the Agreed Trade shall become bound to a Contingent Agreement to Trade.
 - (b) The Contingent Agreement to Trade shall comply with Regulation 2.5A.
 - (c) The obligations of the parties to the Contingent Agreement to Trade shall be as specified in Trading Regulation 2.10 below.
 - (d) Where a Fixed Price Auction is required, in accordance with Trading Regulation 2.15, such Agreed Trade shall not be capable of Execution unless such Fixed Price Auction has first been completed.
 - (e) Subject (where applicable to (c) above), the Agreed Trade shall, provided that it satisfies the Acceptance Criteria, be Executed at the time that the Matching System confirms that the Agreed Trade is matched and that all Pre-Execution Checks are satisfied (and such time shall be the Execution Time).
 - (f) At the Execution Time:
 - (i) Cleared Contracts shall be automatically and immediately formed between the Clearing House and each Member that is party to, or responsible for the clearing of, the Agreed Trade, subject to and in accordance with the Clearing House Rules; and
 - (ii) the Contingent Agreement to Trade shall be discharged.
- 2.5.2 Where an Agreed Trade is arranged in the inter-office market by a Registered Intermediating Broker, the following process shall apply:
- (a) The Registered Intermediating Broker shall act as agent for each of its Clients, for the purposes of agreeing the Agreed Trade between such Clients.
 - (b) A Contingent Agreement to Trade shall comply with Regulation 2.5A.

- (c) Upon agreement of the particulars of the Agreed Trade by each Client, the Registered Intermediating Broker shall, using the Matching System RIB Screen, submit such particulars to the Clearing Member nominated by each Client as being responsible for the clearing of the Contracts that will arise upon Execution of the Agreed Trade.
- (d) Each such Clearing Member shall promptly review such particulars, and record within the Matching System, within the timescales specified in Regulation 3.5 below, whether such Clearing Member approves the Agreed Trade.
- (e) Where a Fixed Price Auction is required, in accordance with Trading Regulation 2.15, such Agreed Trade shall not be capable of Execution unless such Fixed Price Auction has first been completed. In such circumstances, the Registered Intermediating Broker shall be responsible for submitting the particulars of the PTT Orders to the Matching System RIB Screen pursuant to Regulation 2.15, in order to enable the Clearing Member(s) to approve the proposed Agreed Trade.
- (f) Upon confirmation within the Matching System that both Clearing Members (or, where both Clients have appointed the same Clearing Member, the Clearing Member) have approved the proposed Agreed Trade:
 - (i) (where a Fixed Price Auction is required), the Matching System shall initiate a Fixed Price Auction in respect of the IOM PTT Initiating Pair; and/or
 - (ii) (where a Fixed Price Auction is either not required, or has completed with the determination of an Agreed Trade) then provided that such Agreed Trade satisfies the Acceptance Criteria, it shall be Executed at the time that the Matching System confirms that the Agreed Trade is matched and that all Pre-Execution Checks are satisfied (and such time shall be the Execution Time).
- (g) At the Execution Time, Cleared Contracts shall be automatically and immediately formed between the Clearing House and each Clearing Member that is party to, or responsible for the clearing of, the Agreed Trade, subject to and in accordance with the Clearing House Rules.

2.5.3 A Registered Intermediating Broker may:

- (a) arrange an Agreed Trade in the inter-office market where such Agreed Trade involves any PTT Order or would otherwise need to be made transparent pursuant to the Pre-Trade Transparency Requirements; and
- (b) submit the IOM PTT Initiating Pair to the Matching System in respect of such Agreed Trade,

but shall not be involved in the submission of any other bids or offers to any Fixed Price Auction.

2.5A **Minimum Volume Threshold (Execution of trades in the inter-office market)**

2.5A.1 An Agreed Trade subject to a Minimum Volume Threshold shall not be Executed in the inter-office market where it is below that Threshold. For the avoidance of doubt, an Agreed Trade may be executed in the inter-office market where it is subject to a Minimum Volume Threshold and it is equal to or above that Threshold.

- 2.5A.2 Members and Registered Intermediating Brokers cannot aggregate or disaggregate Agreed Trades to circumvent the prohibition in Regulation 2.5A.1, including without limitation:
- (a) individual Agreed Trades from the same Client which have been aggregated where any such trade is below the Minimum Volume Threshold; or
 - (b) individual Agreed Trades from separate Clients which have been aggregated where any such trade is below the Minimum Volume Threshold; or
 - (c) an order from the same Client at or above the Minimum Volume Threshold which has been split into several orders where any of the resulting Agreed Trades are individually below the Minimum Volume Threshold;

For the avoidance of doubt, individual Agreed Trades may be aggregated pursuant to one of the exceptions set out in Regulation 3.12 and executed in the inter-office market only where each component order of the Agreed Trade (including any adjustment of the Prompt Date under Regulation 3.12(b)) either (i) is equal to or above the Minimum Volume Threshold or (ii) has been executed in compliance with Regulation 2.5A.3.

- 2.5A.3 By way of exception, Regulation 2.5A.1 shall not apply to an Agreed Trade in an LME Liquid Instrument where that Agreed Trade is below the Threshold and:
- (a) where a Member wishes to trade with a Client, before submitting the Agreed Trade in the inter-office market, the Member shall have first executed an Equivalent Trade in LME Select:
- or
- (b) where, for each Agreed Trade submitted for Execution in the inter-office market, the Member shall have first executed an Equivalent Trade in LME Select in compliance with a method of crossing specified by the Exchange in Regulation 2.4A;

provided that the Member has first obtained the consent of the Client to execute in either of the above ways.

- 2.5A.4 The Exchange may specify one or more exemptions to the application of Regulation 2.5A.1 which it shall publish from time to time.
- 2.5A.5 The Exchange may, in its sole discretion and in any circumstance, disapply Regulation 2.5A.1 on a temporary basis for any purpose, with immediate effect and at any point in time.

2.6 **Formation of Client Contracts**

2.6.1 Where an Agreed Trade is made between:

- (a) a Clearing Member and its Client; or
- (b) a Client of a Clearing Member and any other person, pursuant to an arrangement where the Clearing Member is to be responsible for the clearing of the Agreed Trade,

and upon Execution of the Agreed Trade, one or more Cleared Contracts are formed between the Clearing House and the Clearing Member, then a back-to-back Client Contract shall automatically and immediately come into effect between the Clearing Member and the Client

having the same terms as the Cleared Contract and having the same direction as the Cleared Contract, such that:

- (i) where the Member is the Buyer under the Cleared Contract, it shall be the Seller under the Client Contract; and
- (ii) where the Member is the Seller under the Cleared Contract, it shall be the Buyer under the Client Contract.

2.6.2 Where the Client is a Category 4 Member or an LMEprecious Non-Clearing Member, and the Agreed Trade is made by the Category 4 Member or LMEprecious Non-Clearing Member with its own Client, then, in addition to the Client Contract formed pursuant to Regulation 2.6.1 above, an additional back-to-back Client Contract shall automatically and immediately come into effect between the Category 4 Member or LMEprecious Non-Clearing Member and its Client, having the same terms and direction as the Client Contract formed under Regulation 2.6.1, such that:

- (a) where the Member is the Buyer under the Client Contract formed under Regulation 2.6.1, it shall be the Seller under the Client Contract formed under this Regulation 2.6.2; and
- (b) where the Member is the Seller under the Client Contract formed under Regulation 2.6.1, it shall be the Buyer under the Client Contract formed under this Regulation 2.6.2.

2.6.3 A Client Contract shall be deemed to come into effect pursuant to this Regulation 2.6 where both parties to the Client Contract are Members.

2.6.4 Where any party to a Client Contract is not a Member, the back-to-back Client Contract shall come into effect pursuant to the terms of business between the Member and the Client. Any Member seeking to enter into Client Contracts with Clients that are not Members must ensure that its terms of business with such Clients contain provisions giving effect to this Regulation 2.6, and which provide that such Client Contracts shall incorporate and be subject to these Rules.

2.7 **LME Select API**

2.7.1 In the event that a Member makes available to a Client the order-routing facility of the LME Select API and due to any use by a Client of the order-routing facility of the LME Select API:

- (a) one or more Cleared Contracts come into effect between the Clearing House and a Clearing Member; and
- (b) one or more Client Contracts comes into effect between:
 - (i) the Clearing Member and the Client (in accordance with Regulation 2.6.1); and / or
 - (ii) the Clearing Member and a Category 4 Member or LMEprecious Non-Clearing Member (in accordance with Regulation 2.6.1); and / or
 - (iii) a Category 4 Member or LMEprecious Non-Clearing Member and its Client (in accordance with Regulation 2.6.2)

then:

- (1) such Client Contract(s) shall be on the same commercial terms as the Cleared Contract, save that the price of the back-to-back Client Contract(s) may be marked-up or down to reflect a commission payable by the Client to the relevant Member, provided that such mark-up or mark-down to the price has been input into the Matching System prior to the Execution Time;
- (2) when the particulars of the Agreed Trade are input into the Matching System, the Clearing Member that is to become party to the Client Contract must ensure that the particulars of the Agreed Trade that will result in the Client Contract are also input into the Matching System, including the identification of the accounts to which the resulting Cleared Contract(s) should be allocated and the identification of any details reflecting the arrangements specified in (1) above, in accordance with Administrative Procedures; and
- (3) Members are reminded that a Metal Future or Premium Contract is a promise by one party to deliver metal to the other party on the specified Prompt Date and a promise by the other party to pay for that metal on the Prompt Date, and that the obligations to take and to deliver metal must remain open until such specified Prompt Date, subject to any provision of these Rules that specifies otherwise.

2.8 Pre-Execution Checks

2.8.1 The Exchange and/or the Clearing House will conduct the following checks prior to allowing an Agreed Trade made in LME Select or the inter-office market to be Executed:

- (a) the Agreed Trade is for a valid Contract, including having a valid Prompt Date (if applicable);
- (b) each Member that is to be party to a Cleared Contract upon Execution of the Agreed Trade is permitted to clear such Cleared Contract;
- (c) any Member that is to be party to a Client Contract upon Execution of the Agreed Trade is permitted to issue such Client Contract;
- (d) the transaction price or, in the case of a Traded Option, premium, is within an acceptable range, as specified by the Exchange from time to time;
- (e) the Agreed Trade is within any parameters (with respect to the number of Lots and notional value) specified by the Member within the pre-trade risk management functionality within the Matching System and/or LME Select;
- (f) in respect of an Agreed Trade made in the inter-office market, the Agreed Trade complies with Regulation 2.5A;
- (g) the transaction details identifying the correct position keeping account(s) at the Clearing House to which the resulting Cleared Contracts should be allocated have been entered into the Matching System;

- (h) (in respect of Agreed Trades made in the inter-office market), the Clearing Member responsible for the Agreed Trade meets the Acceptance Criteria; and
- (i) such other checks as the Exchange and/or the Clearing House may deem prudent or appropriate from time to time.

2.9 **Post-Execution Checks**

- 2.9.1 The Exchange and/or the Clearing House will conduct the checks specified in Trading Regulation 2.8.1(a) to (h) above following the Execution of an Agreed Trade made in the Ring.
- 2.9.2 The Exchange and/or the Clearing House will, following the Execution of an Agreed Trade made in LME Select, check that the Clearing Member responsible for the Agreed Trade has sufficient collateral with the Clearing House to cover the additional risk(s) represented by the Cleared Contract(s) resulting from the Execution of the Agreed Trade.
- 2.9.3 For the avoidance of doubt, where an Agreed Trade falling within Trading Regulations 2.9.1 or 2.9.2 above fails any of the checks specified therein, such failure shall not affect the validity of the Execution of the Agreed Trade or the Contracts that have come into effect upon such Execution.

2.10 **Contingent Agreement to Trade**

2.10.-1 A Contingent Agreement to Trade shall comply with Regulation 2.5A.

2.10.1 The terms of a Contingent Agreement to Trade shall be as set out below:

- (a) where both parties to the Contingent Agreement to Trade are Members:
 - (i) the Contingent Agreement to Trade shall be deemed to come into effect at the time of agreement between the Members of the particulars of the Agreed Trade, and shall be subject to, and governed by, these Rules; and
 - (ii) the obligations of the parties to the Contingent Agreement to Trade shall be to submit the particulars of the Agreed Trade to the Matching System within the timescales specified in Regulation 3.5 below;
- (b) where only one party to the Contingent Agreement to Trade is a Member, the Member shall:
 - (i) be responsible for submitting the particulars of the Agreed Trade into the Matching System in accordance with Regulation 2.10.1(a)(ii);
 - (ii) ensure that its terms of business with the other party (being a Client):
 - (1) specify that any Contingent Agreement to Trade shall come into effect pursuant to such terms of business, and shall incorporate and be subject to, these Rules; and
 - (2) oblige the other party to become bound to the Contingent Agreement to Trade on the basis that the other party's obligations shall be to become bound to, and perform, the Client Contract that shall come

into effect in accordance with Regulation 2.6 upon Execution of the Agreed Trade.

- 2.10.2 A Member that is party to a Contingent Agreement to Trade must not submit the particulars of the Agreed Trade into the Matching System if such Member has been declared a Defaulter under these Rules.
- 2.10.3 In the event that a Member that is party to a Contingent Agreement to Trade fails to fulfil its obligations to submit the particulars of the Agreed Trade into the Matching System within the timescales specified in Regulation 3.5:
- (a) the Member may be subject to disciplinary action for an act of misconduct in accordance with Membership Regulation 14;
 - (b) the Member shall be in breach of the Contingent Agreement to Trade and the Member acknowledges that it shall be liable to the other party to the Contingent Agreement to Trade for any loss suffered by such party as a consequence of such breach; and
 - (c) in the event that the Member becomes a Defaulter after entering into the Contingent Agreement to Trade, the Contingent Agreement to Trade shall automatically and immediately be terminated for all purposes, without prejudice to any liability that may have accrued pursuant to Regulation 2.10.3(b) above. For the avoidance of doubt, and in the absence of any specific agreement to the contrary, the references to "all purposes" above shall include the possible existence of any bilateral (OTC) contract.
- 2.10.4 Any dispute between the parties to a Contingent Agreement to Trade shall, unless resolved between the parties, be referred by either party to arbitration in accordance with the Arbitration Regulations.
- 2.10.5 For the avoidance of doubt, a Contingent Agreement to Trade shall not itself be a derivative contract for the purpose of EMIR or MiFID II, although the Cleared Contracts and any Client Contracts that arise pursuant to the Execution of the Agreed Trade to which the Contingent Agreement to Trade relates may be derivative contracts for such purposes.
- 2.11 **Give-Ups**
- 2.11.1 In the event that a Member agrees an Agreed Trade that is to be the subject of a give-up, such Member must comply with such technical, procedural and timing requirements as may be specified in Administrative Procedures, including any requirements relating to: (i) the specification of the accounts at the Clearing House to which the Cleared Contract(s) resulting from the Execution of the Agreed Trade should be allocated; and (ii) any subsequent cancellation or reversal of such Cleared Contract(s) upon acceptance of the give-up by another Clearing Member. For the avoidance of doubt, any Agreed Trade that is to be subject of a give-up shall comply with Regulation 2.5A.
- 2.11.2 Where a Clearing Member accepts a give-up:
- (a) such Clearing Member shall comply with such technical, procedural and timing requirements as may be specified in Administrative Procedures to facilitate the acceptance of the give-up; and
 - (b) the acceptance of the give-up shall, at the time that the Matching System confirms that the Agreed Trade represented by such acceptance satisfies the Acceptance

Criteria and that all Pre-Execution Checks are satisfied (such time being the Execution Time), be deemed to result in the Execution of an Agreed Trade between the Clearing Member and the Client which shall result in the formation of a Client Contract between the Clearing Member and the Client, in accordance with Regulation 2.6 above.

2.12 **Requirements for Registered Intermediating Brokers**

- 2.12.1 The following requirements apply to Registered Intermediating Brokers and Agreed Trades and Contracts arranged by Registered Intermediating Brokers.
- 2.12.2 Registered Intermediating Brokers shall be permitted to arrange Agreed Trades only in the inter-office market and if the Agreed Trades comply with Regulation 2.5A above. Registered Intermediating Brokers shall not be permitted to arrange Agreed Trades in the Ring, or through the facilities of LME Select.
- 2.12.3 Registered Intermediating Brokers may not arrange, or submit to the Matching System, any Agreed Trade the execution of which would result in such Registered Intermediating Broker becoming a counterparty to any resulting Contract (including as a Client of any other Member).
- 2.12.4 Registered Intermediating Brokers may arrange Agreed Trades between persons who are either Members or non-Members, and each such person shall in these circumstances be a Client of the Registered Intermediating Broker.
- 2.12.5 In order to arrange an Agreed Trade between two Clients, a Registered Intermediating Broker must first:
- (a) have established appropriate contractual arrangements with each Client addressing at least the following:
 - (i) the Registered Intermediating Broker must be authorised to act as the agent of such Client for the purposes of arranging Agreed Trades with other Clients of such Registered Intermediating Broker;
 - (ii) the Registered Intermediating Broker must be authorised to submit to the Matching System the particulars of any Agreed Trade, for and on behalf of such Client;
 - (iii) the Registered Intermediating Broker must maintain appropriate technical and operational arrangements with each of its Clients to ensure that details of Agreed Trades are accurately recorded, reflecting a matched transaction all relevant details of which have been agreed by each Client, and capable of being input into the Matching System in accordance with these Rules;
 - (iv) the basis on which the parties shall respectively be liable for any Agreed Trade that is input into the Matching System in error or that is inputted inaccurately;
 - (v) the basis on which the Registered Intermediating Broker may otherwise be liable to the Client in connection with its performance of services on such Client's behalf, and any limitations on such liability;

- (b) have established that each Client has:
- (i) appointed a Clearing Member that will be responsible for clearing the Contract(s) resulting from the Execution of such Agreed Trade on behalf of such Client, and identified such Clearing Member to the Registered Intermediating Broker;
 - (ii) established with such Clearing Member the scope of authority to be exercised by the Registered Intermediating Broker to arrange Agreed Trades on behalf of the Client and to submit such Agreed Trades to the Matching System for clearing by the Clearing Member, including:
 - (1) any requirements, restrictions or limitations imposed by the Client on the Agreed Trades that may be arranged by the Registered Intermediating Broker; and
 - (2) any requirements, restrictions or limitations imposed by the Clearing Member on the Agreed Trades that may be cleared for the Client, (the "**RIB Scope of Authority**");
 - (iii) established appropriate arrangements with such Clearing Member to ensure that the Clearing Member will accept for clearing any Agreed Trades arranged by the Registered Intermediating Broker that fall within the RIB Scope of Authority;
 - (iv) communicated to the Registered Intermediating Broker the RIB Scope of Authority;
 - (v) where such Client is a Member, and the Execution of the Agreed Trade would result in the creation of one or more Client Contracts between such Member and its own Client (and, where relevant between such Client and any Indirect Clients), that there are appropriate contractual arrangements in place between each party in the chain of Client Contracts; and
- (c) have established to which accounts of the Clearing Member at the Clearing House the Contracts resulting from the Execution of the Agreed Trade should be recorded.

2.12.6 A Registered Intermediating Broker must maintain appropriate systems and controls to ensure that its RIB Scope of Authority for each of its Clients are at all times (i) up-to-date within its own books and records; and (ii) notified to the relevant Clearing Member.

2.12.7 Without prejudice to the generality of Regulation 2.12.6 above, in the event that a Client of a Registered Intermediating Broker withdraws the authorisation of the Registered Intermediating Broker to arrange Agreed Trades on its behalf and/or to arrange the clearing of such Agreed Trades with any Clearing Member, such Registered Intermediating Broker must immediately notify the relevant Clearing Member.

2.12.8 In the event that a Registered Intermediating Broker inputs the particulars of an Agreed Trade into the Matching System and either:

- (a) the Agreed Trade is not accepted within the Matching System by the Clearing Member within the timescale specified in Regulation 3.5; or

- (b) the Clearing Member rejects the Agreed Trade,
- then the Registered Intermediating Broker must promptly take reasonable steps to: (i) liaise with the Clearing Member and the relevant Clients; (ii) identify the cause of the rejection or delay of approval; and (iii) resolve the underlying issue.

2.12.9 Upon the resolution of the underlying issue pursuant to Regulation 2.12.8 above, the Registered Intermediating Broker must promptly re-submit the Agreed Trade to the Matching System through the Matching System RIB Screen. Such re-submission shall be effected within such timescales as are specified in Regulation 3.5, as if the time at which the underlying issue was resolved were treated as the time at which the particulars of the Agreed Trade were agreed.

2.13 Use of Registered Intermediating Brokers: Requirements for Members

2.13.1 Without prejudice to the obligations of the Registered Intermediating Broker under these Rules, a Member that uses a Registered Intermediating Broker shall retain responsibility for any Agreed Trades input into the Matching System by a Registered Intermediating Broker acting on such Member's behalf.

2.13.2 Where a Member uses a Registered Intermediating Broker to arrange any Agreed Trade that will, upon Execution, result in the creation of one or more Client Contracts (as specified in Regulation 2.12.5(b)(v) above), such Member must, prior to allowing such Registered Intermediating Broker to arrange any such Agreed Trade, provide to the Registered Intermediating Broker a list of the Clients and Indirect Clients of the Member in respect of which the Registered Intermediating Broker may arrange such Client Contracts. The Member must ensure that the Registered Intermediating Broker is at all times in receipt of an accurate and up-to-date list. The Member must provide such list to the Exchange promptly upon request.

2.13.3 A Clearing Member that agrees with any Client to permit a Registered Intermediating Broker to arrange Agreed Trades for such Client that may, upon Execution, be cleared by such Clearing Member, must:

- (a) maintain appropriate systems and controls to ensure that such Clearing Member is at all times able to confirm the RIB Scope of Authority prescribing the scope of permitted activity that such Registered Intermediating Broker may undertake for such Client; and
- (b) upon receipt of an instruction from such Client indicating that such Registered Intermediating Broker is no longer to be authorised to arrange Agreed Trades on its behalf, or to clear such trades through the Clearing Member, promptly take such steps as are prudent and reasonable to ensure that no further Agreed Trades in respect of such Client that are submitted to the Clearing Member for approval by such Registered Intermediating Broker shall be approved.

2.13.4 A Clearing Member may reject an Agreed Trade input into the Matching System by a Registered Intermediating Broker where such Agreed Trade breaches the RIB Scope of Authority (including any limits agreed between the Clearing Member and a relevant Client).

2.13.5 In the event that a Registered Intermediating Broker inputs incorrect data into the Matching System in respect of an Agreed Trade and such error is identified prior to the Execution of the Agreed Trade:

- (a) the Registered Intermediary Broker must, upon identifying the error, immediately notify the Clearing Member;
- (b) the Clearing Member must not allow an Agreed Trade, in respect of which it has received notification of an error pursuant to (a), to proceed to Execution unless and until the error has been resolved and correct information input into the Matching System;
- (c) following receipt of such notification by the Clearing Member, the Clearing Member and the Registered Intermediating Broker must co-operate in good faith to promptly resolve the error and ensure that the correct data is input into the Matching System prior to the Execution of the Agreed Trade; and
- (d) in the event that the error is not capable of being corrected within the timescale for approval or rejection of the Agreed Trade pursuant to Regulation 3.5.1(c)(iii), the Clearing Member must reject the Agreed Trade;
- (e) where an Agreed Trade is to be cleared by more than one Clearing Member and an error relating to an Agreed Trade relates to, or affects, the details of the Agreed Trade that is to be approved by both Clearing Members, both Clearing Members must co-operate with the Registered Intermediating Broker and with each other to resolve the error and ensure that the correct information in respect of the Agreed Trade is input into the Matching System.

2.13.6 In the event that a Registered Intermediating Broker inputs incorrect data into the Matching System in respect of an Agreed Trade and such error is not identified prior to the Execution of the Agreed Trade, any liability for losses resulting to the Client and/or the Clearing Member as a consequence of such error shall be determined by the contractual terms between the Client, the Registered Intermediating Broker and, if applicable, the Clearing Member and shall not be prescribed by these Rules.

2.14 **Delta Hedging of Option Contracts by Registered Intermediating Brokers**

2.14.1 The Matching System provides functionality to enable RIB Tier 2 Members to arrange Agreed Trades in RIB Tier 1 Products that are Futures and/or Monthly Average Futures, subject to complying with the restrictions set out in this Regulation 2.14, and notwithstanding that the RIB Tier 2 Member does not otherwise have authority under these Rules to arrange Agreed Trades in RIB Tier 1 Products.

2.14.2 RIB Tier 2 Members may use the functionality described in this Regulation 2.14 in order to arrange Agreed Trades in RIB Tier 1 Products only where such arrangements comprise part of the same "strategy" in relation to which the RIB Tier 2 Member has arranged Agreed Trades in one or more Traded Option Contracts. The purpose of such strategy must be limited to hedging the initial delta risk arising from the Traded Option Contract(s). An arrangement of the kind described in this Regulation 2.14.2 shall be referred to as a "Delta Hedged Strategy". Delta Hedged Strategies may comprise one or more Agreed Trades in Traded Option Contracts and the relevant RIB Tier 1 Products, but all of the Agreed Trades comprising a Delta Hedged Strategy must be submitted to the Matching System simultaneously.

2.14.3 Where a RIB Tier 2 Member arranges a Delta Hedged Strategy, any RIB Tier 1 Product comprising, or forming part of, such Delta Hedged Strategies shall be deemed to be a RIB

Tier 2 Product in respect of which the RIB Tier 2 Member is permitted to arrange Agreed Trades, provided that:

- (a) all of the relevant Agreed Trades comprise part of the same Delta Hedged Strategy;
- (b) all Agreed Trades in RIB Tier 1 Products that comprise, or form part of, the Delta Hedged Strategy must be arranged solely for the purpose of hedging the delta risks arising from, or associated with, the Agreed Trades arranged in the Traded Option Contracts;
- (c) the counterparties to any Agreed Trade in the RIB Tier 2 Products that forms part of the Delta Hedged Strategy must also be the counterparties to the Agreed Trade(s) in the RIB Tier 1 Product(s) that comprise, or form part of, Delta Hedged Strategy;
- (d) the number of Lots of the relevant RIB Tier 1 Products must be consistent with the delta risk exposure within the Delta Hedge for the related RIB Tier 2 Product that is a Traded Options Contract.

2.14.4 In the event that a RIB Tier 2 Member arranges any Agreed Trade in a RIB Tier 1 Product otherwise than pursuant to a legitimate Delta Hedged Strategy, or in breach of the requirements specified in Regulation 2.14.2 and 2.14.3 above, such circumstance shall be an act of misconduct by the RIB Tier 2 Member for the purposes of Regulation 14 of the Membership Regulations, and may result in disciplinary action against the Member by the Exchange. In such circumstances, the disciplinary action available to the Disciplinary Committee may include, in addition to the penalties set out in Membership Regulation 14.30, the suspension of the RIB's access to the Matching System RIB Screen, or the suspension of access of any one or more individuals acting for, or on behalf of, the RIB, who the Exchange determines was involved in the act of misconduct. Any such suspension shall be for such period as the Exchange may determine.

2.15 **Pre-Trade Transparency for inter-office market trades: Fixed Price Auction**

2.15.1 A Member must not make a PTT Order otherwise than pursuant to the initiation of a Fixed Price Auction, in accordance with the requirements of Regulation 2.15.8 below. For the avoidance of doubt, a PTT Order shall comply with Regulation 2.5A.

2.15.2 An Out of Scope Order or a PTT Exempt Order shall not be subject to the Pre-Trade Transparency Requirements and shall not be required to be made transparent pursuant to a Fixed Price Auction.

Out of Scope Orders

2.15.3 The Exchange shall, from time to time, specify in the Matching Rules and/or Notices the transaction types for which an order for a trade shall comprise an Out of Scope Order.

PTT Exempt Orders

2.15.4 The Exchange shall specify in Administrative Procedures the PTT Waivers in force from time to time, and the circumstances in which an Inter-Office Order shall fall within a PTT Waiver. The Exchange shall amend such Administrative Procedures in the event that any PTT Waiver is withdrawn or otherwise ceases to be applicable to exempt any types of Inter-Office Order from the Pre-Trade Transparency Requirements. The Matching System shall determine

whether an Agreed Trade submitted the Matching System comprises one or more Inter-Office Orders that is subject to a PTT Waiver.

2.15.5 An Inter-Office Order shall fall within the "**PTT Hedging Exemption**" where:

- (a) the resulting trade is to discharge an order from a "non-financial counterparty" within the meaning of Article 2(9) of EMIR; and
- (b) such trade is objectively measurable as reducing risks directly relating to the commercial activity or treasury financing activity of the non-financial counterparty.

A Member seeking to rely on the PTT Hedging Exemption shall be responsible for determining whether the Inter-Office Order satisfies the requirements set out in (a) and (b) above and for ensuring that the Agreed Trade is identified as involving an Inter-Office Order that is subject to the PTT Hedging Exemption when the particulars of the Agreed Trade are submitted to the Matching System.

Pre-Trade Execution Communications in relation to PTT Orders

2.15.6 In the event that a Member:

- (a) enters into pre-execution communications with a Customer that is a Member, in relation to a trade for the Member's own account in the inter-office market; or
- (b) enters into pre-execution communications with a Customer that is not a Member, or receives a request for a quote from such a Customer for a trade that is not an order that is received for execution in the Ring or on LME Select pursuant to an order-routing facility and governed by Trading Regulations 2.7 or 12.9 to 12.15; or
- (c) is a Registered Intermediating Broker and receives a request for a quote from a Customer for a trade,

(such pre-trade execution communications or request for a quote, pursuant to (a) or (b) above, being a "**Pre-Trade Execution Communications**"), then such Member shall not, in the course of such Pre-Trade Execution Communications:

- (i) make a PTT Order; or
- (ii) in the case of a Registered Intermediary Broker, submit a PTT Order to the Matching System,

unless it first agrees to (or, in the case of a RIB, agrees with both of its Clients to) initiate a Fixed Price Auction, in accordance with the process set out in Regulation 2.15.8 below. For the purposes of this Rule 2.15, "**pre-execution communications**" shall mean communications for the purpose of discerning interest in the execution of a trade in a Contract in the inter-office market, prior to the agreement of an Agreed Trade.

2.15.7 In the event that a Member agrees to initiate a Fixed Price Auction:

- (a) except where the Member is a Registered Intermediary Broker, a Contingent Agreement to Trade shall arise for the purpose of determining the particulars of the proposed transaction that shall be submitted to the Matching System, such that:

- (i) in the circumstances described in Trading Regulation 2.15.6(a) above, the Member shall input its own PTT Order into the Matching System in accordance with its obligations under the resulting Contingent Agreement to Trade; or
 - (ii) in the circumstances described in Trading Regulation 2.15.6(b) above, the Member shall input two PTT Orders into the Matching System (representing both sides to an Agreed Trade that would be required to effect a Cross), in accordance with its obligations under the resulting Contingent Agreement to Trade; or
- (b) where the Member is a Registered Intermediary Broker (in the circumstances described in Trading Regulation 2.15.6(c) above), the RIB shall input two matching PTT Orders into the Matching System RIB Screen, subject that such PTT Orders shall not be treated as an IOM PTT Initiating Pair for the purposes of initiating a Fixed Price Auction until the Clearing Member nominated by each Client has reviewed the particulars and approved the proposed Agreed Trade in accordance with Trading Regulation 2.5.2(c). Upon the approval of the proposed Agreed Trade by such Clearing Member(s), the PTT Orders shall be treated as received by the Matching System and shall be capable of comprising an IOM PTT Initiating Pair for the purposes of Trading Regulation 2.15.8 below.

2.15.8 The Fixed Price Auction

The following process must be applied where matching PTT Orders (an "**IOM PTT Initiating Pair**") are received by the Matching System pursuant to Regulation 2.15.7 above.

- (a) Following confirmation by the Matching System that it is in receipt of an IOM PTT Initiating Pair, the Exchange shall publish details that a public auction is to take effect and specifying:
 - (i) the time of commencement of such Fixed Price Auction; and
 - (ii) the quantity (number of lots) represented by the IOM PTT Initiating Pair; and
 - (iii) the parameters within which such auction shall be conducted, which must include:
 - (1) the type of Contract to which the IOM PTT Initiating Pair relates;
 - (2) the underlying metal, Precious Metal, Index or Cash Settled Future Index of the IOM PTT Initiating Pair; and
 - (3) the transaction price (or, in the case of a Traded Option, the premium) and Prompt Date (or, in the case of a Traded Option, the maturity or declaration month and Strike Price),

(such parameters being the "**Fixed Parameters**").
- (b) The Fixed Price Auction shall remain in effect during such period as the Exchange may specify by Notice within which a Fixed Price Auction may take effect, following the time of its commencement (such period being the "Auction Window").

- (c) During the Fixed Price Auction:
- (i) any Member (other than a RIB) with access to the Matching System may submit to the Matching System bids or offers for Contracts, at the Fixed Parameters, and for such quantity as such Member may determine, and including all relevant particulars that the Member would be required to submit in the event that the Member were submitting an Agreed Trade in respect of such Fixed Parameters;
 - (ii) In the case of:
 - (1) an IOM PTT Initiating Pair resulting from Pre-Trade Execution Communications falling within Regulation 2.15.6(a) above either or both of the Members that submitted the IOM PTT Initiating Pair may remove their side of IOM PTT Initiating Pair from the Matching System; and
 - (2) an IOM PTT Initiating Pair resulting from Pre-Trade Execution Communications within Regulation 2.15.7(b) above, the Member that input both sides of the IOM PTT Initiating Pair may withdraw such IOM PTT Initiating Pair from the Matching System by withdrawing both sides of the IOM PTT Initiating Pair,

and for the avoidance of doubt, the withdrawal of one or both sides of the IOM PTT Initiating Pair shall not prevent the continuation of the Fixed Price Auction and/or the agreement of Agreed Trades as a consequence of the submission by Members of bids and offers to such Fixed Price Auction, in accordance with Regulation 2.15.8(d) below; and
 - (iii) any Member that has submitted a bid or offer pursuant to (i) above may withdraw its bid or offer from the Matching System prior to the expiry of the Auction Window.
- (d) Upon the completion of the Fixed Price Auction the bids and offers received into the Matching System during the Fixed Price Auction, and remaining within the Matching System at the expiry of the Auction Window, shall be matched on a time priority basis (by reference to the time entered into the Matching System), such that:
- (i) in the event that both sides of the IOM PTT Initiating Pair remain in the Matching System, such IOM PTT Initiating Pair shall comprise an Agreed Trade and provided that such Agreed Trade satisfies the requirements of Trading Regulation 2.5.1(d), such Agreed Trade shall be Executed in accordance with Trading Regulation 2.5.1;
 - (ii) in the event that either side of the IOM PTT Initiating Pair has been removed during the Fixed Price Auction:
 - (1) subject to (iv) below, any remaining side of such IOM PTT Initiating Pair shall be matched with a corresponding matching bid or offer submitted to the Fixed Price Auction, that is first in priority to any other matching bid or offer submitted to the Fixed Price Auction, resulting in an Agreed Trade; and

- (2) provided that the resulting Agreed Trade satisfies the requirements of the Trading Regulation 2.5.1(d), such Agreed Trade shall be Executed in accordance with Trading Regulation 2.5.1;
- (iii) each other matching pair of bids and offers received during the Fixed Price Auction, matched on the basis of a time priority, shall comprise an Agreed Trade and:
 - (1) provided that such Agreed Trade satisfies the requirements of the Trading Regulation 2.5.1(d), such Agreed Trade shall be Executed in accordance with Trading Regulation 2.5.1; and
 - (2) such Execution shall occur within the Matching System without any requirement for the parties to the Agreed Trade to re submit the particulars of the Agreed Trade to the Matching System;
- (iv) matching pursuant to (ii) or (iii) shall be determined on the basis of the Fixed Parameters, and shall not be dependent on a matching of bids and offers having the same quantity, such that:
 - (1) (in the case of matching pursuant to (ii)) the remaining side of the IOM PTT Initiating Pair may be matched with a bid or offer of a different quantity; and
 - (2) in the case of a matching of bids and offers having differing quantities, the resulting Agreed Trade shall be for a quantity equal to the smaller side of the matching pair.
- (e) For the avoidance of doubt, where any Agreed Trade arises from a bid or offer submitted, by a Member, to the Matching System pursuant to a Fixed Price Auction:
 - (i) such Agreed Trade shall be treated as having been made in the inter-office market for the purpose of these Rules; and
 - (ii) the requirement for a Contingent Agreement to Trade shall be deemed to have been discharged at the point that the Member submitted its bid or offer to the Matching System, on the basis that all information that a Member would be required to submit pursuant to a Contingent Agreement to Trade should already have been submitted by such Member upon submitting its bid to the Fixed Price Auction in accordance with Trading Regulation 2.15.8(c)(i).

2.15.9 **Records**

A Member must ensure that, in addition to its other record-keeping obligations under these Rules (including Trading Regulation 3.7), it complies with the record-keeping requirements set out below.

- (a) Each Member that seeks to rely upon the PTT Hedging Exemption in respect of any Inter-Office Order must maintain a record of the basis on which the Member has determined whether the order would fall within the scope of the PTT Hedging Exemption.

- (b) The Member must provide to the Exchange, on request, any records maintained by the Member in accordance with (a) above.

2.15.10 **Administrative Procedures**

- (a) The Exchange shall specify in Administrative Procedures the PTT Waivers applicable to trades made on the Exchange from time to time.
- (b) Each Member shall consult with, and comply with, Administrative Procedures where and to the extent that such Administrative Procedures specify:
 - (i) how the requirements of this Regulation 2.15 shall be applied to specific transaction arrangements;
 - (ii) how the PTT Waivers and/or the PTT Hedging Exemption shall be applied to specific transaction arrangements; and
 - (iii) any additional operational requirements for trades falling within this Regulation 2.15 or otherwise to facilitate compliance with the MiFID II requirements on pre-trade transparency.

2.16 **Restrictions on Transactions**

- 2.16.1 The Exchange may prohibit certain types of transaction by Notice where such transactions would result in Cleared Contracts, which the Exchange, in consultation with the Clearing House, considers would be detrimental to the operation of the Clearing House's risk management processes. Such types of transaction may include (but are not limited to) transactions with another Clearing Member, the sole or primary purpose of which is to reduce the level of the Initial Margin on Cleared Contracts in an omnibus segregated client account at the Clearing House.
- 2.16.2 Upon the occurrence of an Event of Default and/or an event of default under the Clearing House Rules in relation to a Member (notwithstanding that a default may not have been declared by the Exchange and/or the Clearing House), the Exchange may, by notice to the relevant defaulting Member, prohibit transactions that would result in increased risk either to the Clearing House or of disorderly market conditions arising.

3. **THE MATCHING SYSTEM AND RECORDING OF TRADES**

3.1 **Responsibility for Trade Input**

- 3.1.1 Each Trading Member shall be responsible for the input into the Matching System of all Agreed Trades by them in relation to Contracts. Where a Registered Intermediating Broker arranges an Agreed Trade for a Trading Member, the Trading Member may permit the Registered Intermediating Broker to input the Agreed Trade into the Matching System on its behalf, but the Trading Member shall remain responsible, for the input of such Agreed Trade into the Matching System.
- 3.1.2 In all other circumstances where an Agreed Trade is arranged by a Registered Intermediating Broker, the Registered Intermediating Broker shall be responsible for the input into the Matching System of all Agreed Trades arranged by them in relation to Contracts.
- 3.1.3 For the purpose of input of Agreed Trades, Trading Members and Registered Intermediating Brokers shall install and maintain within their offices such electronic data input and capture

systems as may be required and approved by the Exchange for the purpose of using the Matching System. They shall ensure the operational capability of such systems at all times and operate the same in accordance with any terms as may be prescribed by the Exchange.

3.2 **Form for Recording of Trades**

3.2.1 Agreed Trades made in the Ring shall be recorded as they are agreed on such form as may be approved by the Exchange, and shall also be input into the Matching System.

3.2.2 All other Agreed Trades made by Trading Members shall be recorded on Trading Members' own recording documentation and shall also be input into the Matching System.

3.2.3 All Agreed Trades arranged by Registered Intermediating Brokers shall be recorded on such Registered Intermediating Brokers' own recording documentation and shall also be inputted into the Matching System, subject to, and following the approval of such Agreed Trade by the Clearing Members that will be responsible for clearing such Agreed Trade.

3.2.4 All Agreed Trades required to be input into the Matching System shall be input in such form and within such time as may be prescribed by the Exchange from time to time.

3.3 **Identification of Clearing House Accounts**

3.3.1 Each Clearing Member must, in respect of each Agreed Trade that it inputs, or allows to be input by a RIB, to the Matching System specify to which account at the Clearing House the resulting Cleared Contracts should be allocated. It is the sole responsibility of the Clearing Member to ensure that any Cleared Contract that is to be allocated to a "client account" (whether it is an "omnibus" client account, an "individually segregated" client account or an "indirect" client account) is so allocated through the input of the relevant information into the Matching System. Where an Agreed Trade is:

- (a) entered into by a Category 4 Member or an LMEprecious Non-Clearing Member; or
- (b) arranged by a Registered Intermediating Broker on behalf of a Client that has appointed the Clearing Member to clear the Contracts resulting from the Execution of the Agreed Trade,

such Member and the Clearing Member that is responsible for clearing the Agreed Trade shall comply with the Administrative Procedures with respect to the requirements for identifying the account(s) at the Clearing House to which the resulting Cleared Contracts should be allocated.

3.3.2 Members shall comply with any requirements specified by the Clearing House and any requirements under applicable law (including EMIR) regarding the identification and allocation of Cleared Contracts to accounts at the Clearing House.

3.3.3 Where:

- (a) an Agreed Trade relates to an LME Base Contract:
 - (i) an Agreed Trade between two Clearing Members shall be allocated to each Clearing Member's house account at the Clearing House;

- (ii) an Agreed Trade between a Client and the Clearing Member responsible for clearing the Agreed Trade shall result in the allocation of Cleared Contracts to both:
 - (1) the Clearing Member's house account; and
 - (2) the Clearing Member's appropriate client account at the Clearing House;
 - (iii) an Agreed Trade between a Client and any other person shall result in the allocation of Cleared Contracts to both:
 - (1) the house account of the Clearing Member responsible for clearing the Agreed Trade; and
 - (2) the client account of the Clearing Member responsible for clearing the Agreed Trade;
- (b) an Agreed Trade relates to an LMEprecious Contract:
- (i) an Agreed Trade that is a proprietary trade of an LMEprecious Clearing Member shall be allocated to the house account of the LMEprecious Clearing Member at the Clearing House; and
 - (ii) an Agreed Trade made by a Member, and for which an LMEprecious General Clearing Member is responsible for clearing such Agreed Trade may be allocated to a house account of the LMEprecious General Clearing Member (where the Agreed Trade is a proprietary trade of the LMEprecious General Clearing Member falling within (i) above) or a client account of the LMEprecious General Clearing Member (in any other circumstance).
- 3.3.4 In the event that a Cleared Contract is allocated by the Clearing House to an administrative account due to any determination by the Clearing House that the details of the Agreed Trade submitted by a Member have incorrectly identified the account at the Clearing House to which the Cleared Contract should be allocated, the Member must, within the Opening Hours on the Business Day following the agreement of the Agreed Trade, submit corrected instructions to LME Clear, specifying the correct account to which the Cleared Contract should be allocated.
- 3.4 **Matching**
- 3.4.1 For the purpose of matching Agreed Trades the Exchange shall divide each Business Day into "Matching Periods". The Administrative Procedures shall specify the application of the Matching Periods.
- 3.4.2 Any dispute or difference between Trading Members as to matching of any Agreed Trade or alleged Agreed Trade may be referred to arbitration in accordance with the Rules of the Exchange by either such Trading Member.
- 3.5 **Deadlines**
- 3.5.1 Each Member responsible for the input of an Agreed Trade and all relevant particulars of the Agreed Trade into the Matching System (and, in (c) below, any Member responsible for approving an Agreed Trade) must do so within the following timescales:

- (a) where the Agreed Trade is made in LME Select, at the time of the input of the order for the Agreed Trade in LME Select;
- (b) where the Agreed Trade is made in the inter-office market (and has not been arranged by a Registered Intermediating Broker):
 - (i) (except where (ii) below applies) within 10 minutes of the Contingent Agreement to Trade in respect of the Agreed Trade having been agreed; or
 - (ii) where the Contingent Agreement to Trade in respect of the Agreed Trade is agreed:
 - (1) during the last 10 minutes of the Opening Hours of the Matching System; or
 - (2) outside the Opening Hours of the Matching System,

within such timeframe as is specified by the Exchange from time to time; and
- (c) where the Agreed Trade is made in the inter-office market and has been arranged by a Registered Intermediating Broker:
 - (i) (except where (ii) below applies) the Registered Intermediating Broker must input the particulars of the Agreed Trade into the Matching System for approval by the Clearing Members within 10 minutes of the particulars of the Agreed Trade having been agreed;
 - (ii) where the particulars of the Agreed Trade are agreed:
 - (1) during the last 10 minutes of the Opening Hours of the Matching System; or
 - (2) outside the Opening Hours of the Matching System; and
 - (iii) for the avoidance of doubt, where the Agreed Trade is comprised of PTT Orders, the time of "agreement" specified in (i) and (ii) above, shall be construed to mean the time that the Registered Intermediating Broker is in receipt of Pre-Trade Execution Communications that would, subject to the subsequent approval of the Clearing Member(s), constitute an IOM PTT Initiating Pair,

the Registered Intermediating Broker must input the particulars of the Agreed Trade into the Matching System through the Matching System RIB Trade Entry Screen for approval by the Clearing Members within such timeframe as is specified by the Exchange from time to time; and

 - (iv) the Clearing Member must approve or reject such Agreed Trade within the Matching System, within 10 minutes of the input of such particulars into the Matching System; and
- (d) where the Agreed Trade is made in the Ring, within 10 minutes of the close of the Ring trading-period in which the Agreed Trade was Executed.

Any failure by a Member to comply with this Regulation 3.5 shall be an act of misconduct for the purposes of Regulation 14 of the Membership Regulations, and may result in disciplinary action against the Member by the Exchange.

3.5.2 Where an Agreed Trade is made in the inter-office market and its particulars are not entered into the Matching System:

- (a) (except where (b) or (c) below applies) by the close of the Opening Hours for the Business Day on which (as applicable):
 - (i) the Contingent Agreement to Trade in respect of the Agreed Trade has been agreed; or
 - (ii) the particulars of an Agreed Trade arranged by a Registered Intermediating Broker have been agreed; or
- (b) where the Contingent Agreement to Trade in respect of the Agreed Trade is agreed outside the Opening Hours, by the next following close of the Opening Hours; or
- (c) where the particulars of an Agreed Trade arranged by a Registered Intermediating Broker are agreed outside the Opening Hours, by the next following close of the Opening Hours,

the Matching System will not accept the Agreed Trade.

3.6 **Presentation of Particulars**

3.6.1 Only Agreed Trades which have been agreed in accordance with these Rules, and which satisfy the Acceptance Criteria of the Clearing House, may give rise to Contracts.

3.6.2 Particulars of an Agreed Trade presented to the Clearing House by the Matching System shall be deemed to be presented by the Clearing Members in whose names it is presented and accordingly, under the Clearing House Rules, presentation of the particulars by the Matching System shall constitute confirmation of the Agreed Trade by those Clearing Members.

3.6.3 Upon such presentation of particulars the Clearing House shall, subject as provided in the Clearing House Rules, send to each Clearing Member in whose name they are confirmed a member-registration statement showing the date and other particulars of each accepted Agreed Trade and the resulting Cleared Contract or a summary thereof. If the Clearing House does not accept an Agreed Trade particulars of which have been presented to it, it shall notify the contracting parties within a reasonable time. This provision is without prejudice to, and subject to, the rights and obligations of the Clearing House under the Clearing House Rules.

3.7 **Maintenance of Records**

3.7.1 Every Trading Member and Registered Intermediating Broker shall keep such records, with such content and in such form, as may be required to demonstrate compliance by the Member with the Rules.

In particular, Trading Members shall keep accurate, complete and accessibly formatted records of all Agreed Trades and resulting Contracts and such records shall include the following details:-

- (a) name of the other party;

- (b) whether the Member has bought or sold or, in the case of a Traded Option, granted or taken;
- (c) the metal or Precious Metal or Index or Cash-Settled Future Index;
- (d) whether the Contract is an LMEmini Contract;
- (e) Prompt Date (if applicable) and, in the case of a Traded Option, maturity or declaration month, Strike Price, and whether the Traded Option is a put or a call,
- (f) whether the Contract is a Monthly Average Future and, if so (i) the tradeable month which is to be used to calculate the Monthly Average Settlement Price; and (ii) the fixed price agreed between the buyer and the seller in the Contract;
- (g) whether the Contract is a Premium Contract;
- (h) in relation to any Premium Contract:
- (i) the Premium Warrant Jurisdiction; and
 - (i) the Premium Contract Price; and
 - (ii) any other details specified in the Premium Contract Regulations;
 - (iii) whether the Contract is an LMEprecious Contract;
- (j) quantity;
- (k) transaction price or, in the case of a Traded Option, premium; and
- (l) date and time of transaction;
- (m) in relation to any Cleared Contract, the account of the Clearing House to which the Cleared Contract has been allocated by the Clearing Member, which may include for the avoidance of doubt, the Clearing Member's "house" or "proprietary" account, or a relevant "client" account, being either segregated on an "omnibus" basis or an "individual" basis with respect to the Clearing Member's Clients and, where relevant, Indirect Clients of the Clearing Member; and
- (n) evidence of compliance with Regulations 2.2A, 2.4A and 2.5A.

Registered Intermediating Brokers shall keep records of all Agreed Trades that they have arranged, in such form as the Exchange may approve, and such records shall include the following details:-

- (i) the names of the parties to the Agreed Trade (including whether such parties are Members);
- (ii) the identities of the Clearing Member(s) that are responsible for clearing the Contracts resulting from Execution of the Agreed Trade; and
- (iii) the details specified in paragraphs (b) to (m) above (subject that where any such paragraph refers to a Member, the RIB shall record the details relating to each counterparty to the Agreed Trade).

3.7.2 The time of a transaction effected by open outcry in the Ring shall be recorded by denoting the Ring-trading period in which the transaction is effected, using the appropriate abbreviation from below, as detailed further in the Matching Rules:-

"R1" for the first Ring of the first session;

"R2" for the second Ring of the first session;

"K1" for the ensuing kerb;

"R3" for the Ring of the second session;

"K2" for the ensuing kerb.

3.8 **Post-Compression Contracts**

3.8.1 For the avoidance of doubt, nothing in this Regulation 3 shall require a Post-Compression Client Contract to be separately input into the Matching System as a consequence of its creation pursuant to Compression. The input of the original trade that gave rise to the Contract that was subject to Compression is sufficient to ensure that such trade (and any Contracts and Post-Compression Contracts resulting therefrom) is recorded in the Matching System.

3.9 **Pre-Requisites to Contract Formation**

3.9.1 Upon entry into the Matching System of the particulars of any Agreed Trade, each Member that is party to the Agreed Trade (or, in the case of a Registered Intermediating Broker, that has inputted the particulars of the Agreed Trade into the Matching System) must:

- (a) specify the Clearing Member that is responsible for the clearing of the Agreed Trade for such Member;
- (b) specify the relevant account of such Clearing Member at the Clearing House to which the Cleared Contract(s) that will result from the Execution of the Agreed Trade must be allocated;
- (c) have ensured that such Clearing Member has agreed to clear the Agreed Trade and to the allocation of the Cleared Contract(s) in accordance with (b) above;
- (d) have ensured that such Agreed Trade is not agreed or entered into the Matching System unless any prior requirements specified by the Clearing House in accordance with the Clearing House Rules have been satisfied;
- (e) where any Client is to be party to any Client Contract to be formed pursuant to these Rules upon Execution of the Agreed Trade, and such Client is not a Member, have agreed terms of business with such Client providing for:
 - (i) the agreement of such Client that the formation and performance of such Client Contract shall be subject to and in accordance with these Rules, as if such Rules were incorporated into such terms of business; and
 - (ii) where any such Agreed Trade is made in the inter-office market, the formation of a Contingent Agreement to Trade between the Member and the Client, having the terms described in Trading Regulation 2.10 above.

3.9.2 Each Member must have in place systems and controls to ensure that, before it enters into an Agreed Trade:

- (a) where the Member is a Clearing Member, it can; or
- (b) where the Member is not a Clearing Member, its Clearing Member can

at all times comply with any requirements imposed by, and systems operated by, the Exchange or the Clearing House regarding the verification that the Clearing Member has sufficient collateral.

3.10 **Corrections**

3.10.1 In the event that the Matching System determines that an Agreed Trade made in LME Select or the inter-office market has failed to satisfy any Pre-Execution Checks on the basis of the checks (any such failed check being a "**Failed Check**") applied to any Member that is party to the Agreed Trade or that would be party to any Cleared Contract resulting from the Execution of such Agreed Trade, the Member shall comply with the requirements of the Administrative Procedures regarding the correction of such Failed Checks.

3.10.2 Where, as a consequence of a Member having submitted incorrect information to the Matching System in respect of an Agreed Trade, the resulting Cleared Contract(s) are allocated by the Clearing House to the incorrect account of the Clearing Member, the Member must promptly submit corrected information to the Matching System.

3.11 **Failure to Input Ring Trade**

3.11.1 In the event that:

- (a) a Member has Executed an Agreed Trade in the Ring;
- (b) the Member subsequently becomes a Defaulter; and
- (c) prior to becoming a Defaulter, the Member has failed to input the particulars of the Agreed Trade into the Matching System, or has input particulars that are incorrect in any respect,

then the Exchange may, where it has evidence of the particulars of the Agreed Trade, input such particulars into the matching system on behalf of the Member in order to ensure that such particulars are recorded within the systems of the Exchange and the Clearing House, and to enable the Clearing House to identify the Cleared Contract(s) that have come into effect from the Execution Time. The Exchange may use such information as it has available to it to determine the relevant particulars, including any information available from recordings of the dealings in the Ring.

3.12 **Agreed Trades as Gross Transactions**

Each Member shall ensure that the details of each Agreed Trade arranged in the inter-office market that is input by or on behalf of the Member into the Matching System shall constitute the details of a single, distinct transaction, without the application of any netting, compression or aggregation by the Member of multiple transactions or Agreed Trades, except where:

- (a) the Member has aggregated Agreed Trades representing either multiple buy or multiple sell transactions (being transactions in the same direction) for a single Client and/or
- (b) where Agreed Trades representing multiple buy or multiple sell transactions (being transactions in the same direction) for a single Client have their Prompt Date adjusted to another date in accordance with the Rules and in particular Regulation 2.5A.

For the exceptions in (a) and (b) above to apply, a Member shall ensure that each Agreed Trade made in the inter-office market complies with Regulation 2.4A and Regulation 2.5A.

For the avoidance of doubt, this provision is without prejudice to the ability of a Member to participate in the OTC Backloading Service in accordance with the Matching Rules and the Clearing House Rules.

3.13 **Administrative Procedures**

- 3.13.1 Administrative Procedures shall apply to determine how Members shall effect certain trading operations using the facilities of the Exchange. The Administrative Procedures containing the "Matching Rules" shall be supplemental to these Trading Regulations.
- 3.13.2 In the event of any conflict between these Rules and the Administrative Procedures, these Rules shall prevail.

4. **PRICE INFORMATION**

- 4.1 For the purpose of disseminating information as to prices at any time during business hours of any Business Day:-
 - 4.1.1.1 the Exchange shall, during Ring and kerb trading, input current prices for all types of contract traded in the Ring to the Exchange's price-reporting system;
 - 4.1.1.2 the Exchange shall, during LME Select trading hours, input the current best bid and best offer prices shown on LME Select and the aggregated volumes for each, together with the price and volume of each trade transacted, to the Exchange's price-reporting system;
- 4.2 Representatives of the Exchange shall be in attendance during Ring and kerb trading on each Business Day for the purpose of maintaining a record of trends in prices bid, offered and traded for all Contracts and, in respect of Carries, of price spreads.
- 4.3 Members shall not supply the aforementioned pricing-information in the form of a video- or data-feed directly or indirectly to any financial information service provider other than the Exchange or any of its authorised agents without prior written consent of the Exchange.

5. **SETTLEMENT PRICES AND OTHER OFFICIAL PRICES**

Official Prices and official Settlement Prices – Metal Futures and Premium Contracts

- 5.1 The Quotations Committee shall determine Official Prices and official Settlement Prices for each Metal Future and Premium Contract, for the Prompt Dates set out in Regulation 5.2 below, as applicable. The Official Prices and official Settlement Prices shall be determined in accordance with the applicable Pricing Methodology. The Official Prices and official Settlement Prices shall be determined in the Major Currency of each relevant metal, and published via the Exchange's usual market data feeds. The Official Prices and the official

Settlement Prices shall, promptly following their determination, be provided by the Exchange to the Clearing House.

- 5.2 Official Prices and official Settlement Prices shall be determined for the Prompt Dates set out below:

For all Metal Futures:-

- (a) Cash and three months for all metals for which there is a morning Ring session;
- (b) fifteen months forward in the case of Steel Billet, Cobalt, Molybdenum and Tin;
- (c) the third Wednesday in December of the following calendar year in the case of Aluminium Alloy and North American Special Aluminium Alloy; and
- (d) the third Wednesday in December of each of the following three calendar years in the case of all other metals,

For Premium Contracts:-

- (e) the third Wednesday in the first, fourth and fifteenth months forward for each type of Premium Contract.

- 5.3 If the second succeeding Business Day is a Prompt Date, the Official Prices as determined under Regulation 5.1 above shall be the Settlement Prices for the relevant Metal Future or relevant Premium Contract (as applicable) for that Prompt Date.

Electronic determination of Official Prices and official Settlement Prices

- 5.4 At any time on or following the occurrence of a Ring Price Liquidity Event, the Exchange may determine that the Official Prices and official Settlement Prices for any or all Metal Futures and/or Premium Contracts shall be determined using any Pricing Methodology that the Exchange considers appropriate to facilitate the orderly determination of such prices (an “**Electronic Pricing Commencement Determination**”). Irrespective of whether the Ring Price Liquidity Event affects one or more Metal Futures or Premium Contracts, and/or one or more Prompt Dates, the Exchange shall have full discretion to determine whether an Electronic Pricing Commencement Determination may be made in respect of:

- (a) one or more, or all, Metal Futures and/or Premium Contracts; and/or
- (b) one or more, or all, Prompt Dates set out in Regulation 5.2

and whether to make one or more Electronic Pricing Commencement Determinations in respect of different Metal Futures, Premium Contract and/or Prompt Dates at different dates.

In the event that the Exchange makes an Electronic Pricing Commencement Determination, the Exchange shall specify, by Notice:

- (i) that LME Select shall be used as the primary means by which to determine the Official Prices and official Settlement Prices for the Contracts and Prompt Dates specified in the Notice, and that trading activity in the Ring shall no longer be used to determine such prices;

- (ii) the Pricing Methodology that shall be used to determine such Official Prices and official Settlement Prices; and
- (iii) the date(s) from which such changes shall take effect.

The Exchange may make an Electronic Pricing Commencement Determination at any time on or following the occurrence of a Ring Price Liquidity Event. For the avoidance of doubt, in the event that a Ring Price Liquidity Event ceases to persist at any time after an Electronic Pricing Commencement Determination, the Exchange shall be under no expectation or obligation to reverse or otherwise revoke such determination.

5.5A When making any Electronic Pricing Commencement Determination under Regulation 5.5:

- (a) the Exchange shall have regard to its regulatory obligations to maintain orderly markets and to ensure the robustness and integrity of its prices; and
- (b) the Exchange may consult on any changes to the Pricing Methodology, where required in accordance with its regulatory obligations, subject that the Exchange shall not be required to consult on the re-introduction of any Pricing Methodology that has previously been used by the Exchange to determine any such Official Price or official Settlement Price including where such Pricing Methodology has been utilised solely for business continuity purposes.

Index Settlement Price

5.5 After the close of the afternoon Ring-trading session on the Prompt Date of each Index Contract, the Quotations Committee shall determine and publish the level of the Index based upon the Closing Prices of the Constituent Metals determined and published for that day in accordance with Regulation 6.1 of these Trading Regulations. The level of the Index so determined shall immediately be reported by the Company to the Clearing House and shall be the Settlement Price for the Index for such Index Contracts and for Cleared Contracts that have come into effect pursuant to the registration of Index Contracts by the Clearing House.

5.6 Settlement Prices for Cash-Settled Futures and LMEprecious Futures and Closing Prices for Specified Metals

Cash-Settled Futures

- 5.6.1 Each Cash-Settled Futures Daily Settlement Price shall be calculated in accordance with the applicable Pricing Methodology.
- 5.6.2 Each Cash-Settled Futures Final Settlement Price shall be determined with reference to the corresponding Cash-Settled Future Index.
- 5.6.3 Errors in the Cash-Settled Future Index

Unless specified otherwise in the relevant Special Contract Rules for Cash-Settled Futures the following shall apply:

- (a) If, not later than 30 minutes after the Cash-Settled Futures Final Settlement Price has been published by the Exchange, any Member of the Exchange notifies the Exchange of, or it otherwise comes to the attention of the Exchange that there is an alleged or apparent error in the Cash-Settled Future Index, then the Exchange shall promptly request the index provider investigate such alleged or apparent error. If in the index

provider's opinion an error has been made, the index provider shall correct any Cash-Settled Future Index value affected thereby and the Exchange shall as soon as reasonably practicable publish a correction to the Cash-Settled Futures Final Settlement Price, as required.

- (b) No correction to the Cash-Settled Future Index shall be made other than may be allowed for in Regulation 5.7.3(a).
- (c) Without prejudice to the generality of Regulation 19 (*Liability*) of these Trading Regulations, neither the Exchange nor its officers, employees, agents or representatives shall have any liability whatsoever in respect of any decision as to whether or not to correct the Cash-Settled Future Index, or as to whether or not to re-determine the Cash-Settled Futures Final Settlement Price.

LMEprecious Futures

5.6.4 The LMEprecious Daily Settlement Price and LMEprecious Final Settlement Price shall be determined in accordance with such methodology as the Exchange may specify by way of Notice from time to time, with:

- (a) the Clearing House having ownership, and overall responsibility for the determination, of the LMEprecious Daily Settlement Price and the LMEprecious Final Settlement Price; and
- (b) the Exchange, as the delegate of the Clearing House, having day-to-day responsibility for the determination of such Settlement Prices on a delegated basis.

5.7 The Daily Settlement Price for Metal Options, Traded Average Price Options, Index Options and LMEprecious Options

5.7.1 The daily Settlement Price for Metal Options, Traded Average Price Options, Index Options and LMEprecious Options shall be determined in accordance with such methodology as the Exchange may specify by way of Notice from time to time, with:

- (a) the Clearing House having ownership, and overall responsibility for the determination, of the daily Settlement Price for Metal Options, Traded Average Price Options, Index Options and LMEprecious Options; and
- (b) the Exchange, as the delegate of the Clearing House, having day-to-day responsibility for the determination of such daily Settlement Price on a delegated basis.

5.7.2 For Traded Average Price Options the Exchange shall input to the screen information service and display thereon the daily Settlement Price, Moving Monthly Average Settlement Price and Monthly Average Settlement Price for the relevant metal during the relevant tradeable month according to the currency in which the Traded Average Price Option is denominated.

5.7.3 For the purpose of enabling the Clearing House to determine Metal Option, Traded Average Price Option, Index Option and LMEprecious Option daily Settlement Prices pursuant to the Clearing House Rules, the Exchange shall, on each Business Day, use such options valuation methodology as may be agreed between the Exchange and the Clearing House from time to time for the purposes of valuations. Such methodology shall be set out by Notice. Without prejudice to the generality of the foregoing, the Exchange may determine the volatilities prevailing in the Market at such time as may be prescribed by Notice, for the Strike Price

nearest the Closing Price and for such other Strike Prices as may be required by the Exchange in agreement with the Clearing House, of the relevant Metal Option, Traded Average Price Option, Index Option and LMEprecious Option Contract and each relevant month in which the relevant Metal Option, Traded Average Price Option, Index Option and LMEprecious Option is traded, and communicate the above to the Clearing House by the time specified by Notice. The determination of the Closing Prices will take into account mandatory submissions from Members, voluntary submissions from Members and/or Clients, trading activity throughout the day, and/or any such other input data, including data from third party providers, as the Exchange may consider appropriate from time to time. For the avoidance of doubt, the Exchange shall be acting as the delegate of the Clearing House when making any determination or exercising any discretion pursuant to this Regulation 5.8.3.

- 5.7.4 If a Member is active in a particular Metal Option, Traded Average Price Option, Index Option and/or LMEprecious Option at any particular time as determined by the Exchange, it shall be obliged to submit closing volatilities to the Exchange (in consultation, where appropriate, with the Clearing House), for the purpose of the Clearing House valuations if requested by the Exchange, unless the Exchange expressly states in its request that such contribution would be voluntary. The Exchange may specify by Notice that any Member that is active in LMEprecious Options must submit closing volatilities to the Exchange. If a Member fails to comply with such a request or requirement, or provides inaccurate or unreflective submissions, such Member may be subject to Exchange disciplinary procedures.
- 5.7.5 If a Client (who is not also a Member) is active in a particular Metal Option, Traded Average Price Option, Index Option and/or LMEprecious Option at any particular time, such Client may choose to submit closing volatilities to the Exchange on a daily basis for the purpose of the Clearing House valuations. The Exchange (in consultation with the Clearing House) will have absolute discretion to stop using voluntary submissions from any particular Client if they are deemed to be inaccurate or unreflective of volatilities prevailing in the market. Neither Clients nor Members shall be liable for any inaccurate or unreflective submissions made under this Regulation 5.8.5. For the avoidance of doubt, the Exchange shall be acting as the delegate of the Clearing House when making any determination or exercising any discretion pursuant to this Regulation 5.8.5.
- 5.7.6 For the avoidance of doubt, the daily Settlement Price for LMEprecious Options may be used for the purpose of margin calculations, but shall not be the price by reference to which the contract shall be exercised or abandoned on the Expiry Day (which price shall be the Settlement Price comprising the Exercise Reference Price, as determined in accordance with the LMEprecious Option Regulations).

6. CLOSING PRICES AND MARGIN

- 6.1 On each Business Day, the Quotations Committee shall determine, in accordance with the applicable Pricing Methodology:
- (a) Closing Prices in the Major Currency for each Metal Future for each Prompt Date;
 - (b) the Premium Contract Closing Prices for each Prompt Date;
 - (c) the Monthly Average Future Closing Price; and
 - (d) the Index Futures Closing Price for each month forward.

Such prices shall be determined after such time on each Business Day as shall be specified by the Exchange by Notice or on the LME website from time to time.

The Exchange shall contemporaneously publish these prices and shall communicate them to the Clearing House within a reasonable time after determination of the prices. The Quotations Committee shall, at the same time, advise the Clearing House of such quoted values of Metal Contracts and Premium Contracts for such other Prompt Dates as may be necessary to enable current prices for all Prompt Dates to be calculated.

For the purposes of Initial and Variation Margin, Carries shall comprise two or more separately identifiable Contracts each with a different Prompt Date.

- 6.2 Where any documentation issued by the Exchange in relation to LMEprecious Futures refers to the "Closing Price" of such Contract(s), such reference shall be construed to mean the LMEprecious Daily Settlement Price.
- 6.3 The Exchange may, subject to consultation where appropriate in the circumstances, determine that the methodology and/or source of data to be used for determining the Closing Prices of any Metal Future or Premium Contract (and in respect of any Prompt Date of any Metal Future or Premium Contract) shall be changed, either on a time-limited or on a permanent basis. In the event that the Exchange proposes to make such a change, the Exchange shall, by Notice, provide Members with advance prior notice of the change and the basis on which such Closing Prices shall be determined. The Exchange shall provide such notice as it considers reasonable in the context of the proposed change and any operational impact on Members and the wider population of users of the Closing Prices.

7. PAYMENT SYSTEM

Every Clearing Member shall make such arrangements as may be requisite for their participation in the payment system administered by the Clearing House.

8. PROMPT DATES

- 8.1 Metal Futures may have any of the following Prompt Dates (but subject, where relevant, to sub-paragraph 8.2 and 8.4 of this Regulation):-
- (a) Cash Today;
 - (b) Cash;
 - (c) each other day forward from Cash to the day which is three months forward from the date upon which the Contract is made (the "three-months date");
 - (d) each Wednesday falling after the three-months date until and including the last Wednesday in the sixth calendar month after the calendar month in which the Contract is made;
 - (e) each third Wednesday in each calendar month from and including the seventh calendar month to and including the fifteenth calendar month in the case of Contracts for Cobalt, Molybdenum, Steel Billet and Tin, or the twenty-seventh month in the case of Contracts for Aluminium Alloy and North American Special Aluminium Alloy, or the sixty-third month in the case of Lead, Primary Nickel and Special High Grade Zinc, or the one hundred and twenty-third month in the case of High Grade

Primary Aluminium and Copper – Grade A, after the calendar month in which the Contract is made; or

- (f) the second Business Day of each calendar month from and including the fourth calendar month to and including:
- (i) the twenty fourth calendar month after the calendar month in which the Contract is made, in the case of Contracts for Aluminium Alloy, North American Special Aluminium Alloy, High Grade Primary Aluminium, Copper – Grade A, Primary Nickel and Special High Grade Zinc; or
 - (ii) the fifteenth calendar month after the calendar month in which the Contract is made, in the case of Lead and Tin.

8.2 Index Contracts may have as their Prompt Dates (but subject, where relevant, to sub-paragraph 8.4 of these Trading Regulations) the second Wednesday in each permitted expiry month.

8.3 No Metal Contract in which the price is denominated in a currency other than sterling, US dollars or euro may be made for Cash Today or with a Prompt Date falling on a day which the Exchange shall have declared to be a day on which commercial banks in the principal financial centre for the currency concerned will not be open for the transaction of foreign exchange business. No Metal Option Contract may be made which, on declaration, would result in a Futures Contract with such a Prompt Date.

8.4 Exceptions

8.4.1 Except in relation to Monthly Average Futures, if any Prompt Date would fall on a day which is not a Settlement Business Day it shall instead fall on the next succeeding day which is a Settlement Business Day except:-

- (a) if the Prompt Date would fall on a Saturday and the preceding Friday is a Settlement Business Day;
- (b) if the Prompt Date would fall on Good Friday;
- (c) if the Prompt Date would fall on Christmas Day (and Christmas Day is on a Tuesday, Wednesday, Thursday or Friday); or
- (d) if the Prompt Date would fall on any other day which the Exchange has specially declared is not a Business Day.

In the case of (a), (b) and (c) above, the Prompt Date shall instead fall on the preceding Settlement Business Day. In the case of (d) above the Prompt Date shall instead fall on such day as the Exchange in its absolute discretion shall determine.

8.4.2 If any Prompt Date falling within Trading Regulation 8.1(c) would, in spite of or by reason of the provisions of Trading Regulation 8.4, fall in the fourth calendar month after the calendar month in which the contract was made, it shall instead fall on the last Settlement Business Day in the third such calendar month.

8.4.3 Any person appointed by the Exchange to do so shall be empowered, by way of Administrative Procedure given on such notice as is reasonably practicable:

- (a) to declare that a particular date shall not be a Prompt Date (or, where a particular date is not a Prompt Date, that such date shall be a Prompt Date), for the purposes of facilitating the migration to an alternative Clearing House or for any other reason. In such cases, where trading has already taken place for a Prompt Date which is subsequently declared not to be a Prompt Date, or where the Prompt Date remains a Prompt Date but would result in settlement falling on a day that is not a Settlement Business Day, then any open positions will be rolled to the next available Prompt Date or such other date as the Exchange may determine in its absolute discretion; and/or
- (b) to direct for the same purposes as in paragraph (a) above that Member(s) shall enter into a Carry, with the effect that settlement of a Contract is to take place on the Business Day next following the Prompt Date, or on another particular date that is not the Prompt Date.

8.5 LMEmini Futures may have the following Prompt Dates:

- (a) if, in any calendar month, the Contract is made on or before the LMEmini Last Trading Time for that calendar month, that Contract may have a Prompt Date on the third Wednesday of that calendar month and on the third Wednesday of each calendar month thereafter for eleven months, subject, where relevant, to Trading Regulation 8.4; or
- (b) if, in any calendar month, the Contract is made after the LMEmini Last Trading Time for that calendar month, that Contract may have a Prompt Date on the third Wednesday of the next eleven calendar months thereafter, subject, where relevant, to Trading Regulation 8.4.

8.6 Monthly Average Futures may have the following Prompt Dates:

- (a) two Business Days following the last Business Day in the tradeable month which is to be used to calculate the Monthly Average Settlement Price; or
- (b) where (a) is not a Settlement Business Day, the next Business Day which is a Settlement Business Day.

8.7 Cash-Settled Futures Contracts may have the Prompt Dates specified in the relevant Special Contract Rules for Cash-Settled Futures.

8.8 Premium Contracts may have the following Prompt Dates:

- (a) if, in any calendar month, the Contract is made on or before the Premium Contract Last Trading Time for that calendar month, that Contract may have a Prompt Date on the third Wednesday of that calendar month and on the third Wednesday of each calendar month thereafter for fifteen months, subject, where relevant, to Trading Regulation 8.4; or
- (b) if, in any calendar month, the Contract is made after the Premium Contract Last Trading Time for that calendar month, that Contract may have a Prompt Date on the third Wednesday of the next fifteen calendar months thereafter, subject, where relevant, to Trading Regulation 8.4.

8.9 LMEprecious Futures may have the Prompt Dates specified in the LMEprecious Future Regulations.

- 8.10 LMEprecious Options may have the Prompt Dates specified in the LMEprecious Option Regulations.
- 8.11 Except as otherwise provided in these Trading Regulations, the Contract Regulations, the Traded Options Regulations and the Default Regulations each Contract shall be settled on its Prompt Date and, except as aforesaid, Metal Contracts and Premium Contracts shall not be settled earlier notwithstanding that an offsetting Contract for the same tonnage and Prompt Date may have been made. For the avoidance of doubt, this Trading Regulation 8.11 is subject to, and shall be construed in accordance with Regulation 4.4 of the Contract Regulations.
- 8.12 This Trading Regulation 8 is subject to Regulation 3.4.3 of the Default Regulations.

9. SETTLEMENT OF CONTRACTS

9.1 Cleared Contracts - General:

- 9.1.1 In Trading Regulations 9.1 to 9.4, references to "Cleared Contracts", "Cleared Metal Contracts", "Cleared LMEmini Contracts", "Cleared Index Futures", "Index Options", "Monthly Average Futures", "Cleared Monthly Average Futures", "Cleared Cash-Settled Futures", "Cleared Premium Contracts", "Cleared LMEprecious Options" and "Cleared LMEprecious Futures" shall be construed to include any Cleared Contract that arises pursuant to the Clearing House Rules upon the Execution of any Agreed Trade pursuant to these Rules and the Clearing House Rules.
- 9.1.2 Settlement of all Cleared Metal Contracts whether by offset or by delivery and settlement of differences shall be made on the relevant Prompt Date by reference to the Settlement Price determined for that Prompt Date in the currency of the relevant Cleared Metal Contract. Where the currency of the Cleared Metal Contract is not the Major Currency of the relevant metal, settlement shall be made by reference to the Settlement Price translated into the currency of the Cleared Metal Contract at the rate determined by the Company. Settlement of accrued rent and weight differences shall be made by reference to the Settlement Price applicable for that Prompt Date and in the Major Currency of the contract concerned.
- 9.1.3 Settlement of all Cleared LMEmini Contracts shall be made in cash on the relevant Prompt Date by reference to the Settlement Price determined for that Prompt Date for the relevant underlying metal, provided that only the difference between the Settlement Price of the underlying metal on the Prompt Date and the price of the underlying metal agreed in the Contract shall be payable by or to the buyer or seller, as the case may be, multiplied by the Contract size.
- 9.1.4 In addition to their settlement on the Prompt Date, all Cleared LMEmini Contracts shall be subject to settlement to market in accordance with the Clearing House Rules.
- 9.1.5 Settlement of all Cleared Index Futures shall be made in cash on the Settlement Business Day following the Prompt Date. Settlement shall be made by reference to the Settlement Price of the Index, determined as provided in Trading Regulation 5.6, provided that only the difference between the Settlement Price of the Index and the Contract price shall be payable by or to the buyer or seller, as the case may be, multiplied by the Contract size.
- 9.1.6 In addition to their settlement on the Settlement Business Day following the Prompt Date, all Cleared Index Futures shall be subject to settlement to market in accordance with the Clearing House Rules.

- 9.1.7 Settlement of Index Options exercised in accordance with the Index Options Regulations shall be made in cash on the Settlement Business Day following the Prompt Date. The Granter shall pay to the Taker an amount in cash equal to the difference between the Settlement Price of the Index and the Strike Price multiplied by the Contract size.
- 9.1.8 Settlement of all Monthly Average Futures shall be made in cash on the relevant Prompt Date. Settlement shall be made by reference to the Monthly Average Settlement Price for the relevant tradeable month for the relevant underlying metal, provided that only the difference between the Monthly Average Settlement Price for the relevant tradeable month for the relevant underlying metal and the fixed price agreed by the buyer and seller in the relevant Contract shall be payable by or to the buyer or seller, as the case may be, multiplied by the Contract Size.
- 9.1.9 In addition to their settlement on the Prompt Date, all Cleared Monthly Average Futures shall be subject to daily marking to market in accordance with the Clearing House Rules.
- 9.1.10 Settlement of all Cleared Cash-Settled Futures shall be made in cash on the relevant Settlement Business Day specified in the Special Contract Rules for Cash-Settled Futures. Settlement shall be made by reference to the Cash-Settled Futures Final Settlement Price, determined in accordance with the process specified in the relevant Special Contract Rules for Cash-Settled Futures.
- 9.1.11 In addition to their settlement on the relevant Settlement Business Day specified in the Special Contract Rules for Cash-Settled Futures, all Cleared Cash-Settled Futures shall be subject to daily settlement to market in accordance with the Clearing House Rules.
- 9.1.12 Cleared Cash-Settled Futures shall settle in accordance with the relevant Special Contract Rules for Cash-Settled Futures.
- 9.1.13 Cleared Premium Contracts shall settle in accordance with the Premium Contract Regulations.
- 9.1.14 Settlement of Cleared LMEprecious Options exercised in accordance with the LMEprecious Option Regulations shall be made on the Prompt Date by the coming into effect of an LMEprecious Future, in accordance with the LMEprecious Option Regulations and the Clearing House Rules.
- 9.1A **Cleared LMEprecious Futures – Settlement by Delivery**
- 9.1A.1 Settlement of all Cleared LMEprecious Futures shall be made by delivery of the relevant Lots of Precious Metal on the relevant Prompt Date in exchange for payment in US Dollars, calculated by reference to the LMEprecious Final Settlement Price determined for that Prompt Date and in accordance with the Clearing House Rules.
- 9.1A.2 In addition to their settlement on the Prompt Date, all Cleared LMEprecious Futures shall be subject to daily settlement to market in accordance with the Clearing House Rules.
- 9.1A.3 If a Clearing Member fails duly to deliver any amount of Precious Metal due to be delivered to the Clearing House:
- (a) the Clearing House may take such action as may be specified under the Clearing House Rules;

- (b) such failure shall constitute an act of misconduct for the purposes of Regulation 14 of the Membership Regulations; and
- (c) notwithstanding any application of the disciplinary process in Regulation 14 of the Membership Regulations, the Exchange shall co-ordinate with the Clearing House to determine the level of any fine or other penalty to be levied on the Clearing Member and the basis on which such fine or penalty may be imposed. For the avoidance of doubt, any failure by the Exchange to levy a fine or other penalty on the Clearing Member in respect of any failure to deliver Precious Metal shall not prevent the Clearing House from levying any fine or other penalty on the Clearing Member in accordance with the Clearing House Rules (and vice versa).

9.2 **Cleared Metal Contracts - Settlement of Differences:**

Differences shall be established on the relevant Prompt Date, in respect of all Cleared Metal Contracts, between the contract price and the Settlement Price determined for that Prompt Date. The Clearing House shall account to Clearing Members for differences thus established by placing the same to their credit or debit as the case may require in accordance with the Clearing House Rules.

9.3 **Cleared Metal Contracts - Closing by Offset:**

Bought and sold Cleared Metal Contracts of a Clearing Member for the same metal and Prompt Date and in the same currency shall, to the extent that they match each other, be closed on their Prompt Date by offsetting.

9.4 **Cleared Metal Contracts - Settlement by Delivery:**

9.4.1 The net Lots covered by Cleared Metal Contracts remaining following offset under Trading Regulation 9.3 shall be settled on their Prompt Date by payment subject to the Clearing House Rules.

9.4.2 The Clearing House shall raise invoices or credit notes for the contract weight of the net Lots covered by such Cleared Metal Contracts at the Settlement Price and in the currency of the relevant Cleared Metal Contract and shall deliver the same to the relevant Clearing Members. Such invoices and credit notes shall be for the contract weight without allowance for storage rent accrued and differences between contract weight and Warrant weight.

9.4.3 Payments and receipts in respect of the invoices and credit notes raised by the Clearing House under Trading Regulation 9.4.2 shall be effected through the payment system or, in the case of payments to sellers, in such other form as shall be specified by the Clearing House.

9.4.4 The net Lots covered by Cleared Metal Contracts following offset under Trading Regulation 9.3 which match as to metal and tonnage but not as to currency, shall be offset for the purposes of establishing the net number of Warrants to be settled by delivery subject to the Clearing House Rules. Such delivery of Warrants shall, from the date prescribed by the Exchange for the relevant metal, be effected pursuant to LMEsword in accordance with the LMEsword Regulations and Operating Procedures and the Clearing House Rules.

9.4.5 On the Business Day following the Prompt Date the Clearing House shall call on seller or buyer as requisite in order that allowances for accrued storage rent, and any difference between Warrant weight and contract weight be accounted for in respect of Warrants transferred to the buyer in accordance with the Clearing House Rules.

- 9.4.6 If a Clearing Member fails duly to deliver a Warrant due to be delivered to the Clearing House, the Clearing House may, without prejudice to its rights under the Clearing House Rules:
- 9.4.6.1 without prejudice to the accrued rights for damages of the Clearing House and the affected buying Clearing Member(s), direct the Warrant be delivered to and by the Clearing Member on the Business Day next following the Prompt Date, that the Contract terms be adjusted accordingly and the parties' payment obligations and entitlements thereunder be adjusted to give such rate of compensation to the buyer as the Exchange may from time to time direct; or
- 9.4.6.2 Invoice Back the metal due to be delivered in accordance with Trading Regulation 10.4.

This Trading Regulation 9.4.6 shall apply subject to any directions of the Exchange made under Trading Regulation 17.1 or 17.2 below. The Exchange may prescribe such penalties for non-delivery of Warrants as it may from time to time deem fit in the Operating Procedures or by Notice.

- 9.4.7 The Exchange may prescribe dates in advance of the dates prescribed under Trading Regulation 9.4.4, following which Clearing Members may deliver only Warrants issued utilising LMEsword.

9.5 **Client Contracts – General**

The provisions of this Trading Regulation 9.5 apply to the settlement of Client Contracts as between the Member and its Client. Any Cleared Contract that arises between a Clearing Member and the Clearing House pursuant to the Clearing House Rules that corresponds to a Client Contract, shall be settled in accordance with (i) Trading Regulations 9.1 to 9.4 above and (ii) the provisions of the Clearing House Rules.

9.6 **Client Metal Contracts**

- 9.6.1 Client Metal Contracts shall settle by offset or delivery.

Client Metal Contracts - by Offset:

- 9.6.2 Offsetting bought and sold Client Metal Contracts with the same Prompt Date and currency shall be settled on contract (round) weights, buyer and seller paying or receiving as the case may be any difference between the Contract prices of the Contracts so offset.

Client Metal Contracts - by Delivery:

- 9.6.3 Delivery of Warrants and settlement in respect of unmatched Client Metal Contracts shall be effected in accordance with the terms of the Client Metal Contract between the parties and the Contract Regulations. Such terms must require Warrants to be delivered by no later than 09.00 hours on the Prompt Date when a Category 4 Member or non-Member is the seller and transferor, and no later than 13.30 hours (so far as enabled by the seller's best endeavours) when a Clearing Member is the seller and transferor of the Warrants. Delivery shall be effected pursuant to LMEsword in accordance with the LMEsword Regulations and Operating Procedures governing ex-cleared transfers.

9.7 **Daily Settling Client Contracts**

- 9.7.1 This Regulation 9.7 of the Trading Regulations shall apply to:
- (a) Client Index Futures;

- (b) Client LMEmini Futures;
- (c) Client Cash-Settled Futures;
- (d) Client LMEprecious Futures

(each being a type of "**Daily Settling Client Contract**").

9.7.2 The Daily Settling Client Contracts listed in Regulation 9.7.1 above shall settle on the following basis:

- (a) Client Index Futures shall settle in cash on the Settlement Business Day following the Prompt Date in the same way as Cleared Index Futures as described in Trading Regulation 9.1.5.
- (b) Client LMEmini Futures shall settle in cash on the Prompt Date in the same way as Cleared LMEmini Futures as described in Trading Regulation 9.1.3.
- (c) Client Cash-Settled Futures shall settle in cash on the relevant Settlement Business Day specified in the Special Contract Rules for Cash-Settled Futures in the same way as Cleared Cash-Settled Futures as described in Trading Regulation 9.1.10.
- (d) Client LMEprecious Futures shall settle by the delivery of Precious Metal from the Seller to the Buyer on the Prompt Date.
- (e) Such Daily Settling Client Contracts shall also be subject to daily settlement to market or daily marking to market as agreed between the Member and its Client on the basis set out below.

9.7.3 As agreed between the Member and its Client, the Member shall effect the daily settlement to market of all open Daily Settling Client Contracts of each type. Regulations 9.7.4 to 9.7.6 below shall be subject to the application of Regulations 9.7.7 and 9.7.8, where applicable.

Calculation of Daily Settlement Amounts

9.7.4 In order to create a daily settlement amount, the Member shall, in respect of each open Daily Settling Client Contract of each type, effect between it and its Client a settlement contract, being a book-entry Contract on the same terms (except as to price) as the open Contract, save that where the Client is a buyer under the terms of the Contract, the Client shall be a seller under the terms of the settlement contract and vice versa, at the relevant price, being:

- (a) in respect of Client Index Futures, the Index Futures Closing Price;
- (b) in respect of LMEmini Futures, the LMEmini Futures Closing Price;
- (c) in respect of Cash-Settled Futures, the Cash-Settled Future Daily Settlement Price;
- (d) in respect of LMEprecious Futures, the LMEprecious Daily Settlement Price,

(each being the "**Relevant Daily Settlement Price**").

For the avoidance of doubt, the settlement contract shall not be registered in the Matching System.

- 9.7.5 The Member shall, upon completion of the procedure in Trading Regulation 9.7.4 above, calculate the daily settlement amounts and the Member and its Client shall (unless otherwise agreed) settle any daily settlement amounts arising.

Daily Settlement to Market and Marking to Market

- 9.7.6 Subject to the application of Regulation 9.7.7, where applicable, the Member shall, upon completion of the calculation of daily settlement amounts pursuant to Trading Regulation 9.7.5 above:
- (a) In respect of those open Contracts in a Client's name which have been settled pursuant to Trading Regulation 9.7.4 and which are subject to daily settlement to market, enter into and record in its books at the Relevant Daily Settlement Price referred to in Trading Regulation 9.7.4 above, book-entry Contracts in the Client's name as open Contracts on the same terms (except as to price) as the settled open Contracts, save that the Member shall not enter into and record in its books Contracts in the name of the Client if to do so would result in the Client being the purchaser under one type of Daily Settling Client Contract and the seller under another Daily Settling Client Contract of the same type, each such Daily Settling Client Contract having the same maturity month. For the avoidance of doubt, these book-entry Contracts shall not be registered in the Matching System.
 - (b) In respect of those open Contracts in a Client's name which have been settled pursuant to Trading Regulation 9.7.4 above and which are subject to daily marking to market enter into and record in its books at the Relevant Daily Settlement Price referred to in Trading Regulation 9.7.4 above, new book-entry Contracts in the Client's name as open Contracts on the same terms (except as to price) as the settled open Contracts. For the avoidance of doubt, these book-entry Contracts shall not be registered in the Matching System.

Position Management where netting, aggregation or close out is applied to Client-Related Cleared Contracts

- 9.7.7 In the event that any Client-Related Cleared Contracts that are allocated to a client account of a Clearing Member at the Clearing House are subject to Position Netting at the Clearing House, and the corresponding Underlying Client Contracts are Daily Settling Client Contracts, such Underlying Client Contracts shall also be automatically and simultaneously subject to Position Netting under the Exchange Rules, on the following basis:
- (a) the Clearing Member and the Client (each acting as principal) shall be released from further obligations towards one another under such Underlying Client Contracts and their respective rights against one another under such Contracts shall be cancelled; and
 - (b) simultaneously, new Client Contracts shall, by operation of this Regulation, come into full force and effect between the Clearing Member and the Client, such that the Clearing Member and the Client (each acting as principal) shall assume obligations towards one another and/or acquire rights against one another under such new Client Contracts; and

- (c) such new Client Contracts shall represent back-to-back Contracts to each post-netting Cleared Contract that is in effect following the Position Netting at the Clearing House, such that:
- (i) for each post-netting Cleared Contract, there shall be a corresponding new Client Contract, having:
 - (1) the same direction; and
 - (2) the same commercial terms, including in relation to the amount of underlying metal and prices; and
 - (ii) the Variation Margin applicable to such a new Client Contract shall be the Variation Margin amounts applicable to the post-netting Cleared Contracts or such larger sum as may be agreed between the parties,

save that Position Netting at the Exchange shall not affect any terms or contractual rights or obligations between the Clearing Member and the Client that were not comprised in the terms of any Underlying Client Contract that was subject to Position Netting under the Exchange Rules; and

- (d) where Position Netting results in the close out by netting of Client-Related Cleared Contracts, the Underlying Client Contracts corresponding to such Client-Related Cleared Contracts shall also be automatically and simultaneously closed out by netting.

9.7.8 Each Clearing Member that, under the Clearing House Rules, maintains Client-Related Cleared Contracts allocated to any of its client accounts at the Clearing House on the basis of the application of Position Netting at the Clearing House must:

- (a) have ensured that, prior to the implementation of any Position Netting at the Clearing House, its terms of business or other contractual arrangements with the relevant Clients contain provisions that operate in a manner that is consistent with Regulation 9.7.7 and this Regulation 9.7.8, and do not contain provisions which would conflict with or frustrate the Position Netting of any Underlying Client Contract in accordance with Regulation 9.7.7 and this Regulation 9.7.8;
- (b) ensure that any Client that is party to an Underlying Client Contract that is or may be subject to Position Netting under the Exchange Rules:
 - (i) is notified of the fact that such Position Netting may occur, and when such Position Netting will take effect; and
 - (ii) upon Position Netting under the Exchange Rules, is promptly notified of the effect of Position Netting, such that the Client is at all times on notice of the Client Contracts (including the post-netting Client Contracts) that are in force between the Clearing Member and the Client;
- (c) ensure that its books and records relating to the Client Contracts and Cleared Contracts to which it is a party are at all times reconciled and up to date, such that it is at all times possible to identify which Cleared Contract (including a post-netting Client Contract) represents the clearing of which Client Contract (including a post-netting Cleared Contract); and

- (d) promptly upon request by the Exchange or Clearing House provide a copy of such books and records described in (c) above, in such a format that would easily enable reconciliation of the Client Contracts with the corresponding Cleared Contracts (including the post-netting Cleared Contracts).

9.8 **Client LMEprecious Future Contracts - Delivery**

Delivery of Precious Metal and settlement in respect of Client LMEprecious Futures shall be effected in accordance with the terms of the Client LMEprecious Future between the parties and the Contract Regulations. Such terms must require Precious Metal to be delivered by no later than:

- (a) no later than 16:00 hours on the Prompt Date when an LMEprecious Non-Clearing Member or non-Member is the Seller and transferor of the Precious Metal, and
- (b) no later than 16:00 hours (so far as enabled by the Seller's best endeavours) when an LMEprecious Clearing Member is the Seller and transferor of the Precious Metal,

or such other time as the Clearing House may prescribe from time to time.

Delivery shall be effected by delivery of the unallocated Precious Metal to the Buyer's account at a Precious Metal Clearer or by such other means as the parties may agree. The manner of delivery shall be as agreed by the parties or, in the absence of agreement, at the Seller's option.

9.9 **Client LMEprecious Option Contracts**

In the Money Client LMEprecious Option Contracts and At the Money Call Options on Client LMEprecious Option Contracts shall be subject to automatic exercise and settlement in the same way as Cleared LMEprecious Option Contracts, in accordance with the LMEprecious Option Regulations.

9.10 **Client Index Options**

In the Money Client Index Options shall be subject to automatic exercise and settlement in the same way as In the Money Cleared Index Options.

9.11 **Client Premium Contracts**

Client Premium Contract shall settle in accordance with the Premium Contract Regulations.

9.12 **Settlement Facility**

Members may designate an alternative settlement facility to the Clearing House for the settlement of a Contract provided that:

- (a) such links and arrangements exist between the designated settlement facility and any other settlement facility as are necessary to ensure the efficient and economic settlement of the Contract; and
- (b) the Exchange is satisfied that the smooth and orderly functioning of the financial markets will be maintained.

9.13 **Compression**

This Regulation 9 of the Trading Regulations shall be read and construed in accordance with Regulation 4.4 of the Contract Regulations.

9.14 Client Clearing and Indirect Clearing Arrangements

9.14.1 It shall be the responsibility of a Member, and not the Exchange, to ensure that any client clearing or Indirect Clearing Arrangement established by a Member is compliant with the Member's obligations under MiFID II, MiFIR and/or EMIR and/or any other applicable law or regulation.

9.14.2 Without prejudice to the specific requirements in Trading Regulations 2.6 and 3.9.1, a Member must not cause or facilitate any Agreed Trade to be made with or for a Client of such Member unless such Member is satisfied that such Client has established appropriate direct and/or Indirect Clearing Arrangements to become counterparty to the cleared transaction resulting from the Execution of such Agreed Trade.

9.14.3 Without prejudice to the generality of Regulations 9.14.1 and 9.14.2 above, where a Member intends to facilitate an Indirect Clearing Arrangement:

- (a) it shall be the sole responsibility of the Member to ensure that, and the Member must ensure that:
 - (i) the Member has executed binding contractual terms with its counterparties, including any Client or Indirect Client (and, where the Member is not itself a Clearing Member, a Clearing Member):
 - (1) to give effect to the formation of the relevant Underlying Client Contract(s) at the Execution Time for the corresponding Cleared Contract; and
 - (2) to govern such Underlying Client Contracts(s);
 - (ii) the Member has notified its Client or its Indirect Client (as applicable) that any Indirect Clearing Arrangements that include a "second indirect client" or "third indirect client" must be compliant with the Indirect Clearing Regulations; and
 - (iii) the Indirect Clearing Arrangement is compliant with the Indirect Clearing Regulations as regards the segregation of assets and positions;
- (b) the Exchange shall be under no obligation to verify the compliance or appropriateness of any of the matters described in (a) above; and
- (c) notwithstanding (b) above:
 - (i) the Member shall provide to the Exchange such information regarding the Indirect Clearing Arrangement as the Exchange may reasonably request, including without limitation, information demonstrating the basis on which the Member has complied with its obligations under (a) above; and

- (ii) in the event that the Exchange, acting reasonably, has cause for concern that the Indirect Clearing Arrangement and/or the behaviour of any person participating in such Indirect Clearing Arrangement:
 - (1) is not compliant with the requirements in (a) above; and/or
 - (2) may threaten the operation of a fair and orderly market in Contracts; and/or
 - (3) be operated in a manner detrimental to the interests of participants in the market for Contracts,

the Member shall comply with any requirements notified by the Exchange, acting reasonably, to address such concerns.

9.14.4 An Indirect Clearing Arrangement that is permissible under these Rules shall include an arrangement:

- (a) where the Client of the Clearing Member is a Non-Clearing Member and such Non-Clearing Member has a Client that is, consequently, an Indirect Client of the Clearing Member; and
- (b) where the Client of the Clearing Member is not a Non-Clearing Member and such Client has its own client that is, consequently, an Indirect Client of the Clearing Member,

in each case provided that the arrangement complies with the Indirect Clearing Regulations, these Rules and the Clearing House Rules.

10. **DELIVERY - GENERAL**

10.1 Acceptance and delivery of documents including Warrants or Premium Warrants under the foregoing procedure shall be without prejudice to any question or dispute relating thereto being referred to arbitration. If any Clearing Member shall have any complaint whatsoever in respect of delivery or acceptance of delivery under a Cleared Contract with the Clearing House, such Clearing Member shall give written notice and particulars of their complaint to the Clearing House in conformity to the Clearing House Rules.

10.2 If there appears to the Clearing House to be a default by either party to a Cleared Contract with the Clearing House in respect of or arising out of a delivery, the Clearing House shall as soon as practicable take such steps as it deems appropriate to achieve an amicable settlement of the issue between the parties. If it appears to the Clearing House that such steps have not led and are not likely to lead to a settlement within a reasonable time, the Clearing House shall refer the dispute to the Exchange.

10.3 If upon reference made to it by the Clearing House the Exchange is of the opinion that the default is of minor significance, it may thereupon determine the issue upon such evidence before them as it may deem relevant and convey its determination to the parties. All parties shall forthwith accept such determination and shall implement its terms without question, provided that such acceptance and implementation shall be without prejudice to the right of any party to refer the dispute or any related dispute to arbitration under the Rules.

- 10.4 Where the Clearing House determines to Invoice Back metal in accordance with Trading Regulation 9.4.6.2 or (in the case of a Premium Contract) Premium Contract Regulation 3.9(f) or otherwise in accordance with the Clearing House Rules, it shall Invoice Back the metal in question to the seller at the price fixed by the Exchange. The Exchange may fix such a price as an applicable daily rate generally for the purposes of the Invoicing Back of the metal in question or for the specific case, at their absolute discretion, and such prices or rates may take account of any compensation that the Exchange consider should be paid by either party to the other. This Trading Regulation 10.4 shall apply subject to any directions issued in accordance with Trading Regulation 17.1 or 17.2 below.
- 10.5 An Invoicing Back price fixed under these Trading Regulations shall be binding on the parties. No dispute as to the price may be referred to arbitration but the completion of Invoicing Back shall be without prejudice to the right of any party to refer any other issue to arbitration under the Rules.
- 10.6 References in the Rules to the delivery of Warrants or Premium Warrants shall include a delivery of Warrants or Premium Warrants by way of a transfer within LMEsword in accordance with the LMEsword Regulations and Operating Procedures.
- 10.7 Where, as a consequence of a failure by a Member to deliver Precious Metal in respect of any Cleared Contract that is an LMEprecious Future, the Clearing House determines that it shall postpone its own delivery obligation in respect of such Precious Metal under any Client-Related Cleared Contract that is an LMEprecious Future, the Prompt Date in respect of the Underlying Client Contract that corresponds to such Client-Related Cleared Contract shall be postponed to the same date as revised date for delivery by the Clearing House under the Client-Related Cleared Contract.

11. DEALINGS IN THE RING

- 11.1 Business in the Ring shall be by open outcry and shall be confined within the times laid down for dealings in individual metals and Contract-types and for kerb dealings. Each Category 1 Member must ensure they have a Dealer in the second Ring of the first session (R2). Participation in all other Ring sessions shall be voluntary. Dealings shall be for Prompt Dates in accordance with Trading Regulation 8.1 subject to the provisions of any applicable Notice. Those present in the Exchange during Ring and kerb dealings shall at all times conduct themselves in an orderly manner.
- 11.2 Emergency Powers, Discipline and Offences
- 11.2.1 In the event of a fire or other emergency, the Exchange, shall have the power to temporarily halt or interrupt Ring dealings during any session if in their discretion they consider that such action is in the best interests of the Exchange.
- 11.2.2 An employee of the Exchange who is properly authorised by the Exchange may take other action relating to discipline on the premises of the Exchange if in their view it is necessary to prevent a breach of any rule and to ensure the orderly operation of the market. Such action includes, but is not limited to, requiring a person to leave the premises of the Exchange and not return within the same day.
- 11.2.3 Minor offences ("**Minor Offences**"), dealing offences ("**Dealing Offences**") and serious offences ("**Serious Offences**") (each an "**Offence**" and together the "**Offences**") will be dealt with in accordance with Trading Regulations 11.3, 11.4 and 11.5 respectively.

- 11.2.4 The Exchange may, from time to time, notify to Members through Notices that it has designated any other activity as either a Minor Offence, a Dealing Offence or a Serious Offence.
- 11.3 Dealing Offences
- 11.3.1 The rules in this Trading Regulation 11.3 shall at all times be observed by Dealers when dealing on the Ring. Any breach of Trading Regulation 11.3 by Dealers will be deemed to be a Dealing Offence.
- 11.3.2 Dealers must act with due skill, care and diligence at all times whilst dealing by open outcry or otherwise acting in their capacity as Dealers.
- 11.3.3 Dealings must cease as soon as the bell commences to ring.
- 11.3.4 Offers and bids must be made by open outcry and addressed to the whole Ring and not to individuals, and must be clearly audible to the whole Ring.
- 11.3.5 There must be no discrimination either in favour of or against any Dealer or the Category 1 Member for whom they are dealing.
- 11.3.6 Any bid or offer remains valid at the price unless or until there has been a change in price or the bid or offer has been expressly withdrawn. In accordance with this Trading Regulation:
- (a) a change in price occurs when the price that is offered trades and is then bid, or vice versa, or when the price is bid higher or offered lower in conformity with the requirements of Trading Regulation 11.3; and
 - (b) if a Dealer who is bidding at a price wishes to offer at a lower price to their current bid, they must withdraw their current bid and immediately offer that same price before quoting a different price, unless a different price is quoted by another Dealer between the withdrawal by the Dealer and the new offer by that Dealer; and
 - (c) if a Dealer who is offering at a price wishes to bid at a higher price to their current offer, they must withdraw their current offer and immediately bid that same price before quoting a different price, unless a different price is quoted by another Dealer between the withdrawal by the Dealer and the new bid by that Dealer; and
 - (d) if a Dealer wishes to offer a price that is lower than the current bid price, they must sell all the Lots available at the bid price. They must then immediately offer that same price before quoting a different price, unless a different price is quoted by another Dealer between the trade at the bid price and the new offer by that Dealer; and
 - (e) if a Dealer wishes to bid a price that is higher than the current offered price, they must buy all the Lots available at the offered price. They must then immediately bid that same price before quoting a different price unless a different price is quoted by another Dealer between the trade at the offered price and the new bid by that Dealer; and
 - (f) any Dealer who is trading by open outcry will be deemed to have withdrawn their bid and/or offer should they leave the Ring.
- 11.3.7 Minimum price fluctuations shall be at such levels as the Exchange may from time to time prescribe. Dealers must comply with the minimum price fluctuations requirements when quoting prices in the Ring.

- 11.3.8 Dealers should avoid using such terms as "I will sell only...." or "I will buy only...." if on acceptance they increase the number of Lots so specified, at the same price.
- 11.3.9 The Dealer who says "Yes" must be prepared to deal 50 Lots. Any unfilled balance up to this limit must either be sold to or lent to or bought from or borrowed from other Dealers if those other Dealers wish to deal at that price. A response to "Yes" must be quantified by tonnage.
- 11.3.10 Bids or offers deemed by the Ring Disciplinary Committee to be frivolous are prohibited and may be deemed to be a prohibited practice pursuant to Trading Regulation 14.
- 11.3.11 The Dealer who is the first to bid or offer at a price must be given priority and is entitled to buy or sell all the Lots available at the price until their requirements are satisfied.
- 11.3.12 A Dealer who simultaneously bids and offers at the same price must be prepared to deal either way.
- 11.3.13 A Dealer must not:
- (a) bid at or more than the offered price nor offer at or below the bid price at the time of their offer or bid; or
 - (b) bid below the bid price nor offer above the offered price at the time of their offer or bid.
- 11.3.14 During each Ring and kerb all opening bids and/or offers for Cash and 3 months in the case of all Contracts must be all the digits of the full price that is quoted.
- 11.3.15 The term "0", when it is in the last digit of the full price, must not be used.
- 11.3.16 During all Ring and kerb trading Dealers must ensure that:-
- (a) in the case of Copper - Grade A, High Grade Primary Aluminium, Special High Grade Zinc, Lead, North American Special Aluminium Alloy, Steel Billet and Aluminium Alloy the last two digits of the full price are quoted;
 - (b) in the case of Cobalt, Molybdenum, Primary Nickel, Tin and Index Futures the last three digits of the full price are quoted; and
 - (c) in the case of Premium Contracts, the last three digits of the full price is quoted.
- 11.3.17 The Dealer who discloses the tonnage or Lots they are prepared to buy or sell is obliged to trade the full tonnage or Lots unless expressly withdrawn; and
- 11.3.18 The Dealer who is bidding and/or offering at a price for Cash or three months for Copper, High Grade Primary Aluminium, Special High Grade Zinc, Lead, Nickel, North American Special Aluminium Alloy and Aluminium Alloy during the second Ring must be prepared to deal 20 lots unless the tonnage is stated. In the case of Tin the Dealer must be prepared to deal 5 lots unless the tonnage is stated. Any unfilled balance up to these limits must be sold or taken from other dealers who immediately respond to the bid or offer.
- 11.3.19 Dealers must ensure that trades are completed in a timely and orderly manner. This applies in particular (but without prejudice to its general application) to business transacted towards the close of any Ring.

- 11.3.20 Dealers must comply with the following:
- (a) Dealers must not bid, offer or trade at a price which is unknown at the time the bid, offer or trade is made; and
 - (b) during the second Ring for each metal and, in respect of each metal, during the last ten minutes of kerb trading before that metal ceases to trade, Dealers may not trade behind the Ring at an unknown price for any Prompt Date other than for Carries.
- 11.3.21 Dealers must remain seated at all times whilst dealing by open-outcry in the Ring.
- 11.3.22 It is the duty of sellers or lenders to check their deals not later than 10 minutes after the close of the respective Ring trading session for each metal. Kerb deals are to be checked before leaving the Exchange. It is the duty of buyers or borrowers to co-operate.
- 11.3.23 During kerb trading no Dealer may stand behind the Ring in order to trade by open-outcry if there are no Dealers from the same Member seated in the Ring unless the express permission of an employee of the Exchange who is properly authorised by the Exchange is obtained. During the last ten minutes of kerb trading for the close of each metal:
- (a) only the Dealer from a Member seated in the Ring may trade that metal; and
 - (b) the Dealer who is bidding and/or offering at a price for a Carry between any two Prompt Dates must be prepared to deal 50 lots unless the tonnage for the Carry is stated. The Dealer who is bidding and/or offering at a price for Cash or three months for Copper, High Grade Primary Aluminium, Special High Grade Zinc, Lead, Nickel, North American Special Aluminium Alloy and Aluminium Alloy must be prepared to deal 20 lots unless the tonnage is stated. In the case of Tin the Dealer must be prepared to deal 5 lots unless the tonnage is stated. Any unfilled balance up to these limits must be sold to or taken from other Dealers who immediately respond to the bid or offer.
- 11.3.24 A Dealer must not undertake any other activity of a kind which two or more members of the Ring Disciplinary Committee deem to be a Dealing Offence.
- 11.4 Minor Offences
- 11.4.1 The rules in this Trading Regulation 11.4 shall at all times be observed by Dealers and Member Representatives. Any breach of Trading Regulation 11.4 by Dealers or Member Representatives will be deemed to be a Minor Offence.
- 11.4.2 Dealers and Member Representatives must not undertake conduct of an unprofessional nature. Examples of such conduct include, but are not limited to, the following:
- (a) failure to observe the Dress Code as set out in the Code of Conduct for Access to the LME Premises;
 - (b) failure to observe the requirements regarding the consumption of any food and/or beverages as set out in the Code of Conduct for Access to the LME Premises;
 - (c) chewing gum whilst in the Dealing Area;
 - (d) the sale and/or display of non-LME products in the Dealing Area;
 - (e) the use of foul and abusive language;

- (f) reading newspapers, books or magazines in the Dealing Area;
- (g) any activity which is, or may be reasonably anticipated to be, or become, a nuisance, disturbance or inconvenience within Exchange premises;
- (h) sitting down in the Dealing Area unless an employee of the Exchange who is properly authorised by the Exchange (in their absolute discretion) has authorised the Dealer or Member Representative that they can use a particular seat in their respective Member's booth;
- (i) smoking or using e-cigarettes on Exchange premises at any time;
- (j) the use of mobile telephones or any other wireless communication device in the Dealing Area at any time without the express permission of an employee of the Exchange who is properly authorised by the Exchange;
- (k) the use of cameras, video and/or audio recording equipment within the Exchange; and
- (l) causing excessive noise from behind the Ring whilst dealings are in progress.

11.4.3 Dealers and Member Representatives must not undertake conduct likely to interfere with trading activity or to cause disorder or offence or damage within the Exchange. Examples of such conduct include, but are not limited to, the following:

- (a) failure to comply with the Exchange security procedures or the requirements regarding the use of access passes and/or LME identity cards, as set out in the Code of Conduct for Access to the LME Premises;
- (b) failure to comply with the requirements relating to Visitors, as defined and set out in the Code of Conduct for Access to the LME Premises;
- (c) the throwing of projectiles; and
- (d) failure to follow the procedure for making objections as published by the Exchange in Notices from time to time.

11.5 **Serious Offences**

11.5.1 The rules in this Trading Regulation 11.5 shall at all times be observed by Dealers and Member Representatives. Any breach of Trading Regulation 11.5 by Dealers or Member Representatives will be deemed to be a Serious Offence. Serious Offences include the following types of conduct:-

- (a) violent conduct or conduct likely to cause injury to another person or damage to property on Exchange premises;
- (b) the unauthorised removal of or damage to the Exchange structure or equipment;
- (c) failing to comply with the instruction of a properly authorised employee of the Exchange or a member of the Ring Disciplinary Committee;
- (d) harassment of Exchange staff, including physical contact with Exchange staff or threatening Exchange staff;
- (e) preventing Exchange staff from carrying out their duties;

- (f) any breach by a Dealer or Member Representative of Regulation 14 of the Trading Regulations;
- (g) consumption of alcohol or being under the influence of alcohol within the Exchange unless with the express permission from an employee of the Exchange who is properly authorised by the Chief Executive or Chief Operating Officer of the Exchange;
- (h) the use of illegal substances and/or being under the influence of any illegal substances within the Exchange at all times; and
- (i) any other act, conduct or behaviour of a kind which two or more members of the Ring Disciplinary Committee deems to fall into this category.

11.6 **Investigations and Enforcement for Minor and Dealing Offences**

11.6.1 Breaches by Dealers or Member Representatives of the provisions of the Trading Regulations or where relevant the Membership Regulations, may be categorised by the Ring Disciplinary Committee as Minor Offences, Dealing Offences or Serious Offences.

11.6.2 The Ring Disciplinary Committee may take such reasonable steps as it deems necessary in determining if any Offence has been committed, including referring to the Exchange's video and audio surveillance system of the Ring.

11.6.3 Where the Ring Disciplinary Committee considers that a Dealer or Member Representative has committed either a Minor Offence or a Dealing Offence, the Ring Disciplinary Committee may in its absolute discretion issue an RDC Warning. Not later than close of business on the Business Day following receipt of the RDC Warning, such person and/or their nominated representative shall, on request to the Ring Disciplinary Committee, be entitled to inspect at the Exchange during business hours any relevant video or audio surveillance footage which is available, and the Ring Disciplinary Committee shall comply with such request. RDC Warnings shall not be issued for Serious Offences.

11.6.4 Where the Ring Disciplinary Committee considers that a Dealer or Member Representative may have committed a Minor Offence or a Dealing Offence and the Ring Disciplinary Committee in its absolute discretion does not intend to issue a RDC Warning for that particular Minor Offence or Dealing Offence, the Ring Disciplinary Committee shall:

- (a) notify such person in writing; and
- (b) not later than close of business on the Business Day following receipt of written notice in accordance with Trading Regulation 11.6.4(a), such person and/or their nominated representative shall, on request to the Ring Disciplinary Committee, be entitled to inspect at the Exchange during business hours any relevant video or audio surveillance footage which is available, and the Ring Disciplinary Committee shall comply with such request.

11.6.5 Where, following expiration of the inspection period referred to in Trading Regulation 11.6.4(b), the Ring Disciplinary Committee has made an RDC Decision and determined that a Dealer or Member Representative has committed either a Minor Offence or a Dealing Offence:

- (a) the Ring Disciplinary Committee shall notify such person in writing;

- (b) not later than close of business on the Business Day following receipt of written notice in accordance with Trading Regulation 11.6.4(a), such person and/or their nominated representative shall, on request to the Ring Disciplinary Committee and if they have not already done so in accordance with Trading Regulation 11.6.4(b), be entitled to inspect at the Exchange during business hours any relevant video or audio surveillance footage which is available, and the Ring Disciplinary Committee shall comply with such request; and
- (c) where no appeal is lodged by such person in accordance with Trading Regulation 11.6.8, the Ring Disciplinary Committee shall issue a Notice to all Members explaining the nature and circumstances of the Offence and any penalty imposed.

11.6.6 The Ring Disciplinary Committee may impose a penalty for Dealing Offences as described in Regulation 11.3 in accordance with the table of fines and penalty points listed below:

		Fine	Penalty Points
1st offence	up to	£5000	20
2nd offence	up to	£10000	40
3rd offence	up to	£20000	80
4th offence	up to	£50000	160

11.6.7 The Ring Disciplinary Committee may impose a penalty for Minor Offences as described in Regulation 11.4 in accordance with the tables of fines and penalty points listed below:-

- (a) Conduct of an unprofessional nature, as described in Regulation 11.4.2 of the Trading Regulations:-

		Fine	Penalty Points
1st offence	up to	£500	20
2nd offence	up to	£1000	40
3rd offence	up to	£2000	80
4th offence	up to	£4000	160

- (b) Conduct likely to interfere with trading activity or to cause disorder or offence or damage on Exchange premises, as described in Regulation 11.4.3 of the Trading Regulations:-

		Fine	Penalty Points
1st offence	up to	£1000	20
2nd offence	up to	£2000	40
3rd offence	up to	£4000	80
4th offence	up to	£8000	160

11.6.8 Ring Appeals

- (a) Any Dealer or Member Representative who is the subject of an RDC Decision and who is dissatisfied with that RDC Decision including with any penalty imposed in the RDC Decision may, within five (5) Business Days of receiving the RDC Decision, lodge a Ring Appeal in the form of a Ring Notice of Appeal with the Head of Enforcement. The Head of Enforcement shall refer the Ring Appeal to the Chairman of the Disciplinary Panel who will convene a Disciplinary Committee in accordance with Regulation 14 of the Membership Regulations in order to determine the Ring Appeal. The Ring Appeal shall be conducted in accordance with Regulations 14.51-14.59 of the Membership Regulations.
- (b) The RDC Decision, including any sanction imposed in the RDC Decision, shall be suspended from the date on which the Head of Enforcement receives the Ring Notice of Appeal up until the date of determination of any such Ring Appeal by the Disciplinary Committee.

11.7 Investigations and Enforcement for Serious Offences

11.7.1 A Serious Offence by a Dealer or Member Representative will be an Act of Misconduct for the purposes of Regulations 13 and 14 of the Membership Regulations.

11.7.2 Any member of the Ring Disciplinary Committee who believes in good faith in their absolute discretion that a Serious Offence has been committed by any person may request that such person immediately leave the Exchange premises for the remainder of the trading day, and if necessary and proportionate to the Serious Offence believed to have been committed, for such further period as is considered appropriate, and such person shall comply with any such request.

11.8 Disciplinary Record

11.8.1 A Minor Offence and a Dealing Offence will be considered spent after a period of twelve calendar months has elapsed from the date that the Dealing Offence or Minor Offence occurred.

11.8.2 Any person who accumulates: (i) 60 or more penalty points within a period of three calendar months; (ii) 140 or more penalty points within a period of six calendar months; or (iii) 300 or more penalty points within a period of twelve calendar months, shall automatically be suspended from trading in the Ring for two Business Days. In such case, the Ring Disciplinary Committee shall inform the person of the fact of their suspension and the date it shall commence by notice in writing.

11.8.3 Any person who accumulates 140 or more penalty points within a period of three calendar months or 300 or more penalty points within a period of six calendar months will be considered to have committed a Serious Offence.

12. DEALINGS ON LME SELECT

12.1 All business on LME Select shall be conducted in accordance with the Rules.

- 12.2 Only LME Select Participants may have direct access to LME Select and such LME Select Participants must have entered into relevant contractual agreement as stipulated by the Exchange from time to time.
- 12.3 LME Select Participants are required to maintain adequate internal procedures and controls in order to ensure that they comply with their obligations under the Rules, including without limitation, to maintain the confidentiality and anonymity of LME Select trading activity.
- 12.4 LME Select Participants must advise the Exchange in writing if any Dealer leaves the employment of an LME Select Participant. Until such time as a Dealer's access to LME Select has been revoked, the relevant LME Select Participant shall remain responsible and liable for all activity undertaken by such Dealer.
- 12.4A LME Select Participants are required to:
- (a) maintain the confidentiality and anonymity of LME Select trading activity (including the identity of any counterparties);
 - (b) not disclose LME Select trading activity (including the identity of any counterparties) to third parties other than as compelled by law or regulation; and
 - (c) ensure that only internal authorised personnel are able to access data relating to the identity of trading counterparties. LME Select Participants must ensure that:
 - (i) such internal authorised personnel are those individuals who, from an operational perspective, require access to the identity of trading counterparties in order to action a price adjustment in accordance with a direction from the Exchange pursuant to the Exchange's 'Error Trades and Erroneous Order Submissions Policy'; and
 - (ii) such internal authorised personnel do not include any individuals that are involved in trading decisions or the taking of orders from clients or counterparties.
- 12.4B LME Select Participants must comply with the obligations in Rule 12.4A Part 3, above in relation to any trading activity undertaken on any of the Execution Venues where such trading activity is being undertaken in order to re-book LME Select trading activity which has been cancelled or reversed.
- 12.5 LME Select Participants must ensure that appropriate and adequate training has been provided to all staff that has access to LME Select. All relevant staff should be regularly reviewed, and additional training provided if required or if the Exchange notifies the LME Select Participant that further training of a particular staff member is required.
- 12.6 LME Select Participants and Clients may not distribute, disseminate or share LME Select price, volume, trade and/or any other data, unless they have entered into the appropriate licence agreement with the Exchange to do so.
- 12.7 The following rules of trading procedure shall apply at all times when the central order book is open for order and trading activity:-
- 12.7.1 bids or offers deemed by the Exchange to be frivolous are prohibited and may be deemed to be a prohibited practice pursuant to Trading Regulation 14;

- 12.7.2 the Exchange may apply such algorithm as it may from time to time determine to effect the matching of orders submitted to LME Select; the matching algorithm applicable to each Contract shall be set out on the LME website or distributed by any other means deemed appropriate;
- 12.7.3 orders entered into LME Select must be in multiples of Lots and placed in increments that comply with the minimum price fluctuations as shall be prescribed by the Exchange from time to time;
- 12.7.4 LME Select Participants must act with due skill care and diligence at all times whilst dealing on LME Select;
- 12.7.5 where any LME Select Participant enters any order, or otherwise undertakes trading activity, such LME Select Participant:
- (a) must not do so with the intention of such order or trading activity having an adverse impact on the orderliness of trading on LME Select; and
 - (b) must take reasonable steps to ensure that such order or trading activity does not have an adverse impact on the orderliness of trading on LME Select; and
- 12.7.6 permitted orders shall be in accordance with those prescribed by the Exchange from time to time.
- 12.7A The Exchange may, in its sole discretion following appropriate testing (as determined by the Exchange), implement, modify or withdraw implied pricing routes pursuant to which the matching engine of LME Select combines orders in two or more instruments to generate new orders in other instruments. The implied pricing routes in operation on LME Select are set out from time to time on the LME website.

Investigations and Enforcement for LME Select Offences

- 12.8 Any breach or breaches by LME Select Participants of the provisions of Regulation 12 of the Trading Regulations will be deemed to be an LME Select Offence(s). An LME Select Offence will be an Act of Misconduct for the purposes of Regulations 13 and 14 of the Membership Regulations.

Order routing services (Direct Electronic Access)

- 12.9 LME Select Participants who meet the Order-routing Eligibility Requirement (so far as applicable) may offer order-routing facilities (also known as direct electronic access under MiFID II) to a Client, but in such cases the LME Select Participant retains responsibility for, and remains liable for, all trading activity conducted by such Client, including all orders submitted and trades executed using the order-routing facility. Any Sponsored Access order-routing arrangements are subject to prior authorisation by the Exchange.
- 12.10 LME Select Participants must have in place appropriate pre- and post-trade risk controls and procedures for LME Select activity. Such pre- and post-trade risk controls and procedures must at all times comply with any minimum standards prescribed by the Exchange from time to time. LME Select Participants offering order-routing facilities to Clients must ensure that all orders submitted by Clients are subject to appropriate pre- and post-trade risk controls and procedures that have been implemented by the LME Select Participant concerned. Such controls must be equivalent to, and not less effective or robust than, the controls that the

Exchange requires Members to establish in respect of their own LME Select activities. Sponsored Access providers must at all times be exclusively entitled to set and modify the parameters of these controls. LME Select Participants may not rely upon any pre- or post-trade risk controls or procedures that Clients may have implemented themselves to satisfy these requirements.

- 12.11 LME Select Participants offering order-routing facilities to Clients must:
- (a) comply with the relevant requirements under MiFID II regarding the provision of Direct Electronic Access services, as they apply to Direct Market Access and Sponsored Access arrangements (and in relation to Sponsored Access, including but not limited to, article 22 of the MiFID II Algorithmic Trading RTS);
 - (b) ensure that Clients using their order-routing services comply with MiFID II and all relevant Rules;
 - (c) meet all of the applicable requirements prescribed by the Exchange for providing order-routing services, including conditions and requirements established by Notice, as amended by the Exchange from time to time; and
 - (d) where relevant, observe the requirements relating to Members from jurisdictions other than the UK, specified by way of Notice in accordance with Regulation 12.6(j) of the Membership Regulations
- 12.12 Any LME Select Participant offering order-routing facilities to its Clients must monitor such Clients' use of such facilities and any transactions executed through such facilities in order to identify infringements of the requirements in MiFID II and/or the Rules. In the event that an LME Select Participant identifies any such infringement, it must notify the Exchange in accordance with Regulation 12.6(m) of the Membership Regulations.
- 12.13 The Exchange will monitor trading activity carried on via order-routing facilities and may, in the event of (i) an infringement of MiFID II, the Rules, or the requirements prescribed by the Exchange for order-routing services or (ii) any other situation where the Exchange may deem it necessary, acting reasonably and at its absolute discretion:
- (a) stop orders or trading by a person using order-routing services; and/or
 - (b) suspend or terminate the provision of order-routing services by the relevant LME Select Participant.

LME Select API Client Trades

- 12.14 Trading Regulation 2.7 shall apply in the event that:
- (a) a Member makes available to a Client the order-routing facility of the LME Select API; and
 - (b) due to any use by a Client of the order-routing facility of the LME Select API, one or more Cleared Contracts come into effect between the Clearing House and a Clearing Member.

Identification of Clearing House Accounts

- 12.15 LME Select Participants must, when submitting orders into LME Select, correctly identify the appropriate account of the Clearing Member for the resulting Agreed Trade at the Clearing House.
- 12.16 Any failure by:
- (a) an LME Select Participant to comply with Trading Regulation 12.15 above; or
 - (b) a Clearing Member to comply with its obligation to correct an incorrectly allocated Cleared Contract in accordance with the Administrative Procedures,
- shall be an act of misconduct for the purposes of Regulation 14 of the Membership Regulations, and may result in disciplinary action against the Member by the Exchange.

Transparent Reporting of Orders to LME Select

- 12.17 Where any LME Select Participant:
- (a) submits its own orders into LME Select; or
 - (b) offers Direct Electronic Access services to enable Clients to submit orders into LME Select,
- such LME Select Participant must ensure that:
- (i) all such orders are submitted into LME Select without delay; and
 - (ii) no such order is withheld from submission into LME Select for the purpose of offsetting such order against any other order or orders that would ordinarily be submitted into LME Select, including but not limited to offsetting one Client order against another Client order.

13. TRADE INVALIDATION AND CANCELLATION

- 13.1 The Exchange may, in certain circumstances, invalidate transactions in accordance with the relevant procedures established by Notice.
- 13.2 Where an LME Select Participant has made an error in the execution of a transaction undertaken on LME Select, such LME Select Participant may request that the Exchange contact the counterparty(ies) to determine whether such counterparty(ies) would agree to the transaction being cancelled. In the event that the counterparty(ies) do not agree to the request, then the transaction will not be cancelled.
- 13.3 Notwithstanding Trading Regulation 13.2, the Exchange may in its absolute discretion review any transaction undertaken on LME Select and invalidate or adjust the price of any trade in accordance with any policy that the Exchange issues from time to time on erroneous trades.

14. PROHIBITED PRACTICES

- 14.1 No person shall manipulate or attempt to manipulate or otherwise abuse or attempt to abuse the market or create or attempt to create an artificial market.

- 14.2 No person shall enter into or attempt to enter into a transaction or series of transactions designed to create an artificial market whereby prices and turnover do not truly reflect the business transacted.
- 14.3 No person shall undertake or attempt to undertake wash or bogus transactions.
- 14.4 No person shall demonstrate or attempt to demonstrate that trading activity has taken place when it has not in fact occurred nor shall any person mislead or attempt to mislead Exchange staff as to the nature of any trading activity.
- 14.5 No person shall, either intentionally or unintentionally, create or attempt to create a disorderly market.
- 14.6 No person shall trade, place orders to trade or encourage any other person to trade in the same direction (purchase or sale) as a Client order with a view to realising a profit or avoiding a loss, pursuant to any price movement brought about by such Client order.
- 14.7 No person shall mislead or attempt to mislead Exchange staff as to the nature of any orders or transactions.
- 14.8 No person shall manipulate or attempt to manipulate any prices or indices set or published by the Exchange.
- 14.9 No person shall undertake, attempt to undertake, procure that another person undertakes or attempts to procure that another person undertakes any behaviour that is contrary to applicable law or regulation preventing market abuse.
- 14.10 No person shall undertake, or attempt to undertake, any trading activity or strategy on one Execution Venue that in the reasonable opinion of the Exchange, in whole or in part:
- (a) disrupts, inappropriately influences or manipulates the determination of prices on another Execution Venue; or
 - (b) is intended to have any of the effects specified in (a).

15. **WHEN THE CLEARING HOUSE MAY SET PRICES**

- 15.1 If the Quotations Committee fails at any time to determine or announce to the Clearing House a Closing Price or a Settlement Price in accordance with the Trading Regulations, the Clearing House may set a Closing Price or Settlement Price as the case may require, of such amount as it may in its absolute discretion determine, and may apply the same in accordance with the Trading Regulations and the Clearing House Rules as if it had been determined by the Quotations Committee.
- 15.2 If the Exchange fails to set an Invoicing Back price under Trading Regulation 10.4 or Trading Regulation 17.7, then the Closing Price (or, where bid and offered prices are fixed as the Closing Price, the mean of the two) or Settlement Price last fixed under these Trading Regulations (whichever was fixed the later) shall be the Invoicing Back price and such Invoicing Back price shall be deemed to have been fixed by the Exchange.
- 15.3 A Closing Price, or a Settlement Price or an Invoicing Back price fixed under Trading Regulation 15.1 or 15.2 above shall be binding on the parties to a Contract. No dispute as to such price may be referred to arbitration but, in the case of an Invoicing Back price, the

completion of Invoicing Back shall be without prejudice to the right of either party to refer an issue between them to arbitration under the Rules.

16. **WHO MAY TRADE IN THE RING OR ON LME SELECT**

- 16.1 Every Category 1 Member shall nominate one or more Dealers to trade in the Ring on its behalf, and shall at all times be bound by the actions of such Dealer.
- 16.2 Names and particulars of proposed Dealers shall be submitted in writing to the Exchange which shall have the right to approve or refuse every such application after such consultation with the Ring Committee as it thinks fit.
- 16.3 A list of Dealers, together with the names of the Category 1 Members whom they represent, shall be made available by the Exchange, together with names of any Dealers authorised since compilation of such list.
- 16.4 Types of Dealer
- 16.4.1 There shall be two categories of Dealer, viz Authorised Dealers and Probationary Dealers. Unless the express permission is obtained from the Exchange no Probationary Dealer may trade in the Ring save under the supervision of an Authorised Dealer from the same Member as the Probationary Dealer who has been authorised for a period of not less than one year.
- 16.4.2 A Probationary Dealer cannot apply for full authorisation until they have dealt in the ring for a period of not less than six months.
- 16.4.3 If a Probationary Dealer has not gained full authorisation to deal after a period of eighteen months they will be re-registered as a Registered Clerk subject to the discretion of the Ring Committee.
- 16.5 Qualification requirements for Authorised and Probationary Dealers shall be as prescribed by the Exchange after consultation with the Ring Committee and shall be available on application to the Secretary.
- 16.6 The names of proposed Authorised and Probationary Dealers shall be published by the Exchange not less than 10 Business Days before each application for authorisation is due for consideration by the Exchange, and during this period any Category 1 Member having any objection to the nominee may communicate the same to the Exchange stating the reasons therefor.
- 16.7 Any withdrawal of, or withdrawal of authority from, a nominated Dealer of a Category 1 Member shall likewise be communicated immediately to the Exchange, which shall forthwith advise all other Category 1 Members.
- 16.8 No more than one Authorised Dealer representing a Category 1 Member may trade in the Ring at any one time during official Ring trading sessions.
- 16.9 No person other than a Dealer or other representative of a Category 1 Member shall be admitted to the Ring or the area adjacent thereto for the purposes of or incidental to trading during Ring or kerb trading sessions unless expressly authorised by, or under the authority of, the Exchange.
- 16.10 Every LME Select Participant shall nominate one or more Dealers to trade on LME Select on its behalf, and at all times shall be bound by the actions of such Dealers.

- 16.11 The Exchange will grant each Dealer access to LME Select provided such Dealer has met all the requirements for LME Select access that are set out in the Rules.
- 16.12 Applications for Dealer authorisation to trade on LME Select shall be submitted by the relevant LME Select Participant, in writing, to the LME who shall have the right to approve or refuse every such application after such due diligence as it deems appropriate.
- 16.13 Any withdrawal of, or withdrawal of authority from, a nominated Dealer shall likewise be communicated immediately to the Exchange.

17. **DISCRETIONARY ACTIONS, EXTERNAL EVENTS AND EMERGENCIES**

- 17.1 In the event of the Special Committee or the Clearing House having cause to suspect the existence or to anticipate the development or likely development of a corner or undesirable situation or undesirable or improper trading practice which in their opinion has affected or is likely to affect the market, the Special Committee after consultation with the Clearing House may take such steps as in their absolute discretion they deem necessary to contain or rectify the situation and they may give directions to Members accordingly. Such directions to a Member may include, but are not limited to:-
- (a) trading out Client Contract positions with one or more particular Clients;
 - (b) trading out Cleared Contract positions or positions otherwise related to Cleared Contracts; and
 - (c) reducing its net trading position.
- 17.2 Without prejudice to the generality of this Trading Regulation, such steps may include the suspension or halting or curtailment of trading for such period or for such Prompt Dates in such metals or Contracts as may be specified or the direction that trading be limited to the liquidation of open Contracts and deferral of settlement of some or all Contracts with Prompt Dates in the current month or in the two succeeding months thereafter, subject to such compensation (if any) as the Special Committee may determine being paid to sellers or buyers.
- 17.3 Any decision of the Special Committee pursuant to this Trading Regulation shall be effective on the publication of an appropriate Notice by the Exchange and it shall thereafter be incumbent upon the Exchange to ensure that all steps are taken to ensure that normal trading is resumed with the least delay.
- 17.4 Any Member contravening or failing to comply with any direction or instruction issued under the provisions of Trading Regulations 17.1 to 17.3 above shall be liable to the same sanctions as if a breach of the Rules had been committed by such Member.
- 17.5 The Exchange may at its absolute discretion suspend or remove a Contract from trading, including where the Exchange has determined that the Contract no longer complies with the Rules or for any other reason.
- 17.5A Upon becoming aware of significant disruptions to any of the Exchange's systems and/or the Clearing House's systems, which have the potential to impact the orderly functioning of the Exchange, including such disruption caused by any misuse of a computer or system, the Exchange after consultation with the Clearing House may take such steps as in its absolute discretion it deems necessary to contain or rectify the situation and may give directions to Members accordingly. Such steps may include, but are not limited to:

- (a) varying the last trading time on the Last Trading Day for a Contract;
 - (b) inputting any particulars into the Matching System on behalf of a Member in order to result in the Execution of one or more Contracts or to otherwise ensure that such particulars are recorded within the systems of the Exchange and the Clearing House, without liability in damages for anything done or omitted to be done in the exercise of such power unless shown to be in bad faith, and without prejudice to Regulation 19 below; and
 - (c) deferral of settlement of some or all Contracts with Prompt Dates in the current month or in the two succeeding months thereafter, subject to such compensation (if any) as the Exchange may determine being paid to sellers or buyers.
- 17.6 Upon the occurrence of any event outside the Exchange which is outside the control of the Exchange, including the commencement of a state of war, revolution, political or economic disturbance or the enactment of legislation or the commencement, suspension or determination of any international agreement, such as may in the opinion of the Exchange prevent free trading in any Contract or so distort the same or the price of any metal (including any Precious Metal), Monthly Average Future, Premium Contract, Warrant, Cash-Settled Future or Cash-Settled Future Index or the level of the Index as no longer to be truly representative of conditions in the international market in any metal, the Exchange shall have the authority to order a complete cessation of trading in such metal, LMEmini Contract, Monthly Average Future, Premium Contract, Warrant, Cash-Settled Future, LMEprecious Future or Index Contract until such time as the Exchange in its absolute discretion deems it appropriate to resume, or to take any of the steps set out in Trading Regulations 17.1 to 17.3 above as it deems necessary at the time. The Exchange shall not take such action as aforesaid without first consulting the Clearing House.
- 17.7 In the event that a cessation or halting or suspension or limitation of trading in any metal, LMEmini Contract, Monthly Average Future, Premium Contract, Warrant, Cash-Settled Future, LMEprecious Future or Index Contract imposed by the Exchange in accordance with Trading Regulations 17.1 to 17.3 or 17.5 above be such as to prevent delivery of the said metal (including any Precious Metal) or settlement of the said LMEmini Contract, Monthly Average Future, Premium Contract, Warrant, Cash-Settled Future, LMEprecious Future or Index Contract or to prevent the closing of an open position, any open Contracts so affected shall be closed by Invoicing Back to the seller at special settlement prices to be determined by the Exchange on the date of announcement of cessation or halting or suspension or limitation of trading.
- 17.8 Notwithstanding anything set out in Trading Regulations 17.1 to 17.7 above:
- (a) neither the Exchange nor the Special Committee shall be required to exercise their power to suspend or remove from trading any Contract which no longer complies with the Rules, where in their judgment such step would be likely to cause significant damage to the interests of investors or the orderly functioning of the financial markets; and
 - (b) the Exchange shall suspend or remove from trading a Contract when required to do so by the FCA.
- 17.9 The Exchange shall notify the FCA of:

- (a) any Notice of the suspension or removal from trading of a Contract which no longer complies with the Rules or which is suspended or removed from trading; and
- (b) any Notice of the lifting of a suspension or readmission to trading of a Contract that was previously suspended or removed from trading by the Exchange.

17.10 In the event that a Regulator intervenes to prohibit or restrict:

- (a) the marketing, distribution or sale of a specific financial instrument or a type of financial instrument with specific features; or
- (b) a type of financial activity or practice,

the Exchange may be required to suspend trading activity, whether on a temporary or indefinite basis, in any Contract that is within the scope of the prohibition or restriction. Nothing set out in these Trading Regulations shall restrict the Exchange from complying with any such requirement.

18. **LENDING RULES**

18.1 Members shall comply with the Lending Rules and shall co-operate with the Exchange to ensure that each of their Clients shall comply with the Lending Rules.

18.2 Where the Exchange has reasonable cause to suspect that a Client has failed or is likely to fail to comply with the Lending Rules, the Exchange may give directions to one or more Members with whom that Client has Client Contracts to take action designed to make the same number of Lots available for borrowing in the market as would have been the case if the Client were prepared to abide by the Lending Rules. Such directions to a Member may include but are not limited to those set out in the Exchange's Policy Relating to Position Management Arrangements.

18.3 Compliance with the Lending Rules is subject to the power of the Special Committee to take steps or give directions under Trading Regulations 17.1 to 17.3 above. Without prejudice to the generality of Trading Regulations 17.1 to 17.3 above, such steps or directions may include suspending, amending or supplementing the Lending Rules for such period or in respect of such metals as the Special Committee in its absolute discretion deems necessary.

19. **LIABILITY**

Neither the Company nor any of its directors or other officers nor any of its employees nor any member of any committee shall, except in the case of fraud or wilful default, be under any liability whatsoever in contract, in tort (including but not limited to negligence), or under any other theory of law to any Member or other person in respect of the matters set out in Trading Regulations 19.1, 19.2 and 19.3 below:

19.1 Any act or omission relating to duties, powers and/or authorities contained in the Articles or the Rules including in relation to the following:-

- (a) the input of prices into the price reporting service or the setting and dissemination of Closing Prices, Settlement Prices or other prices pursuant to the Rules;
- (b) the creation, calculation, publication or variation of a price;
- (c) the approval or listing of any warehouse or the maintenance of any such listing;

- (d) the listing or delisting of any producer or brand of metal or the maintenance of any such listing;
 - (e) the collection of information and publication of reports in relation to levels of metal stocks represented by Warrants;
 - (f) the initiation or enforcement of disciplinary or emergency procedures or the exercise of any right to suspend access to any systems or facilities of the Exchange;
 - (g) any other events not set out in (a) to (f) above.
- 19.2 Any failure, malfunction, delay or other defect in or affecting any computer system, including LME Select, screens, equipment, telephones or other communications media or facilities used by the Exchange, its Members or others, whether at the Exchange or otherwise.
- 19.3 Any Agreed Trade that is input into the Matching System by a Registered Intermediating Broker and which is, for any reason, either (i) rejected; or (ii) not approved and/or Executed, including (but not limited to) any circumstance falling within Regulation 19.2 above.
20. **POSITION LIMITS**
- 20.1 Members shall comply with and shall co-operate with the Exchange to ensure that each of their Clients shall comply with the Position Limits and any directions issued by the Exchange in accordance with the requirements for such Position Limits as the Exchange may specify in Administrative Procedures or as the Exchange may otherwise notify Members from time to time.
- 20.2 Compliance with the Position Limits is subject to the power of the Special Committee to take steps or give directions under Trading Regulations 17.1 to 17.3 above. Without prejudice to the generality of Trading Regulations 17.1 to 17.3 above, such steps or directions may include suspending, amending or supplementing the Position Limits for such period or in respect of such metals as the Special Committee in its absolute discretion deems necessary.
- 20.3 With effect from 3 January 2018, Members shall provide a daily position report to the Exchange in accordance with the format required by the Exchange and other requirements as specified in the relevant Notice from time to time.
- 20.4 In accordance with their powers of position management under MiFID II, a Regulator may:
- (a) request information from a Member or a Client of the Member regarding the size or purpose of a position or exposure under a Contract;
 - (b) require the Member or Client to reduce the size of, or eliminate, its position or exposure under that Contract; and/or
 - (c) limit the ability of a Member or Client to enter into commodity derivatives,
- and any Member shall comply with any such requests, requirements, or limitations. To the extent that a Member is informed of any exercise of position management powers by a Regulator in relation to its Client, it shall procure that its Client complies with any such requests, requirements, or limitations.
- 20.5 If a Member becomes aware that it or its Client is the subject of a notice issued by the Regulator in the exercise of its position management powers, the Member must alert the

Exchange immediately. The Member shall co-operate with the Exchange to take such action as may be appropriate on the basis of the notice issued by the Regulator, and which may require the Member to reduce the size of, or eliminate, a trading position.

21. CONFORMANCE TESTING, ALGORITHMIC TRADING AND MARKET MAKING

21.1 Prior to any deployment or substantial update of (a) LME Select or (b) a Member's trading system, trading algorithm, or trading strategy, each Member must carry out conformance testing, including the appropriate testing of algorithms, in accordance with the conditions established by Notice from time to time.

21.2 Members must flag orders generated by Algorithmic Trading to the Exchange, identifying:

- (a) the different algorithms used for the creation of orders; and
- (b) the persons initiating those orders,

such flagging of orders being made in accordance with the relevant requirements established by Notice.

21.3 Where any Member, or any Client of a Member engages in Algorithmic Trading, to pursue a Market Making Strategy:

- (a) the Member shall provide, and shall ensure that any such Client provides, market making continuously during the opening hours of the Exchange, with the result of providing liquidity on a regular and predictable basis;
- (b) the Member shall, and shall procure that any such Client shall, enter into a market making agreement with the Exchange where required to do so by Regulation 21.4 regarding its obligations in (a) in relation to the Contracts in which it or, where appropriate, its Client, pursues a Market Making Strategy;
- (c) the Member must have in place, and ensure that any such Client has in place, the systems and controls required to ensure it performs its obligations under the market making agreement specified in (b); and
- (d) the Member shall comply with any additional requirements that the Exchange may specify by Administrative Procedure.

21.4 A Member shall, and shall procure that a Client shall, enter into a market making agreement with the Exchange:

- (a) if it or such Client, during half of the trading days over a one-month period, in execution of such Market Making Strategy:
 - (1) posts Firm Quotes that are simultaneous two-way quotes of comparable size and competitive prices; and
 - (2) Deals On Own Account in at least one Contract on the Exchange for at least 50 per cent of the daily trading hours of continuous trading at the Exchange, or
- (b) where otherwise required to do so pursuant to MiFID II or any law or regulations made pursuant thereto.

- 21.5 For the purposes of Regulation 21.4:
- (a) Firm Quotes shall be deemed to be simultaneous two-way quotes if they are posted in such a way that both the bid and the ask-price are present in the order book at the same time;
 - (b) two Firm Quotes shall be deemed of comparable size when their sizes do not diverge by more than 50 per cent from each other; and
 - (c) Firm Quotes shall be deemed to have competitive prices where they are posted within the maximum bid-ask range for the relevant Contract, as specified by the Exchange from time to time by Notice.
- 21.6 A Member shall not be required to comply with Regulation 21.3(a) if it or, where appropriate, its Client, is unable to provide liquidity on a regular and predictable basis due to the exceptional circumstances listed in Article 3 of Commission Delegated Regulation (EU) 2017/578.
- 21.7 Where a Member considers that it or, where appropriate, its Client, is unable to comply with its obligation to provide liquidity on a regular and predictable basis due to the exceptional circumstances specified in Article 3(d) of Commission Delegated Regulation (EU) 2017/578 (circumstances preventing prudent risk management practices), it must provide to the Exchange, upon request, evidence satisfactory to the Exchange of such circumstances and how the condition in Article 3(d) is satisfied.
- 21.8 In order to assist Members to identify such exceptional circumstances, the Exchange will endeavour to determine in its absolute discretion and make public the occurrence of exceptional circumstances falling within Article 3(a), (b), (c), or (e) of Commission Delegated Regulation (EU) 2017/578. In the event of such an occurrence, the Exchange may issue a Notice to Members. The Exchange shall not extend the declaration of such exceptional circumstance beyond the close of the opening hours of the relevant Execution Venue on the Business Day on which the exceptional circumstance(s) occurred unless, in the determination of the Exchange, this is necessary in the circumstances set out in Article 3(b), (c) or (e) of Commission Delegated Regulation (EU) 2017/578.
- 21.9 Following the ending of any such exceptional circumstances, the Exchange may announce the resumption of normal trading in accordance with its standard procedures.
- 21.10 This Trading Regulation 21 shall apply with effect from 3 January 2018.

22. **ORDER CANCELLATION AND CONTROLS**

- 22.1 Notwithstanding, and without prejudice to, the general power set out at Trading Regulation 1.3, the Exchange may temporarily halt or constrain trading in accordance with the relevant procedures established by Notice if there is a significant price movement during a short period in a financial instrument on the Exchange or a related trading venue (as such term is defined in Article 4(1)(24) of the MiFID II Directive). Where the Exchange considers it appropriate, the Exchange may cancel, vary or correct any Agreed Trade or Contract.

23. **TRANSACTION REPORTING**

- 23.1 The Exchange is required to report to the FCA details of transactions in financial instruments traded on its platform which are executed through its systems by a firm that is not subject to

MiFID II. Members shall confirm to the Exchange if they are writing Client Contracts for Clients that are not firms subject to MiFID II and provide details of all Agreed Trades and Contracts in respect of such Clients at the time of submission of the details of the Agreed Trade into the Matching System in accordance with the timescales set out in Trading Regulation 3.5.

- 23.2 Any Member that is not a firm subject to MiFID II shall:
- (a) provide the Exchange with a validated, issued and duly renewed ISO 17442 legal entity identifier code; and
 - (b) obtain from each of its Clients that is not a firm subject to MiFID II a validated, issued and duly renewed ISO 17442 legal entity identifier code, which the Member shall provide to the Exchange.
- 23.3 It shall be the responsibility of such a Member to ensure that the reference data related to its legal entity identifier is renewed in accordance with the terms of any of the accredited local operating units of the Global Legal Entity Identifier System, and also to ensure that each of its Clients renews such data.
24. **BACKWARDATION CAP AND DELIVERY DEFERRAL POWERS FOR PHYSICALLY DELIVERABLE TOM-NEXT CONTRACTS**
- Backwardation Cap
- 24.1 Members shall be prohibited from placing, and shall procure that any order-routing Clients shall not place, Cash Today to Cash Carry orders (known as “Tom-next” orders) on any Execution Venue, at a price in excess of 1% (or such other level as the Exchange may determine in its sole discretion and communicate to the market by Notice from time to time), of the Cash Official Price for the previous Business Day for the relevant Tom-next Contract (the “**Backwardation Cap**”).
- 24.2 Where the Exchange considers it necessary or otherwise prudent to amend the Backwardation Cap, the Exchange shall use reasonable efforts to provide five (5) Business Days’ notice of any change to the level at which the Backwardation Cap is set, subject that the Exchange shall have the right to implement changes on such shorter notice as it determines, in its sole discretion, to be necessary in the relevant circumstances.
- 24.3 In the event that a Member has borrowed above the applicable Backwardation Cap, the borrowing Member must take all reasonable steps to notify the Exchange as soon as possible during the same Business Day in which the Contract has been Executed, by contacting the Exchange.
- 24.4 Where a Member has borrowed at a price above the Backwardation Cap, the Exchange may price adjust the relevant Contract to the Backwardation Cap level. All counterparties to the price adjusted Agreed Trade or Executed trade, as applicable, shall be issued with instructions by the Exchange to reverse or cancel and re-book the Agreed Trade or Executed trade, as applicable, at the adjusted price. In this regard, Members are reminded of their obligations under the LME Rules to ensure the confidential treatment of counterparty information.
- 24.5 For the avoidance of doubt, where a Member has borrowed at a price above the Backwardation Cap, this shall constitute a breach of the Rules by the Member.

Delivery deferral mechanism for short position-holders

- 24.6 In the event that:
- 24.6.1 a Member reasonably considers that it is unable to perform any Delivery Obligation to the Clearing House on the date on which such obligation is due to be fulfilled; and (ii) is unable to borrow the relevant Metal at a price that is no more than 1% (or such other level as the Exchange may determine in its sole discretion and communicate to the market by Notice from time to time), of the Cash Official Price for the previous Business Day for the relevant Tom-next Carry, the Member may, as a last resort, request to defer their Delivery Obligation; or
- 24.6.2 a Member appears (or Members appear) to the Exchange or to the Clearing House unable, or likely to become unable, to perform any Delivery Obligation to the Clearing House, the Exchange may on its own initiative, or following a request of the Clearing House, defer such Delivery Obligation.
- 24.7 In such circumstances as set out in Trading Regulation 24.6, the Exchange may, after consultation with the Clearing House, subsequently:
- (a) direct the Member with the Delivery Obligation to the Clearing House to enter into a Carry, with the effect that the Underlying Asset (as such term is defined in the Clearing House Rules) shall be delivered by such Member on the Business Day next following the Prompt Date;
 - (b) direct that the buying Member(s), who shall be selected by the Clearing House in accordance with the deferred delivery procedure published on the LME website by the Clearing House from time to time shall be subject to a postponement of the performance by the Clearing House of its Delivery Obligation(s) until a Business Day on which the Clearing House is able to make delivery;
 - (c) extend the matching deadline set out in the Matching Rules, to facilitate the entry of relevant trades into the Matching System;
 - (d) direct the imposition of specified adjustments to the terms of:
 - (i) any Contract or Carry between the Member(s) with the Delivery Obligation and the Clearing House; and/or
 - (ii) the Contracts between the Clearing House and the affected buying Member(s) where the Delivery Obligation under such Contract has been postponed,

where such adjustments may include, without limitation, adjustments to:

- (A) the Contract(s) under paragraph (d)(i) above, in order to give effect to such rate of compensation from the Clearing House to the affected buying Member(s) as the Exchange may determine in its absolute discretion is appropriate to account for the postponement of the date of performance of the Delivery Obligation under such Contracts; and
- (B) any Contract or Carry under paragraph (d)(i) that has the effect of compensating the Clearing House for any compensation to be

provided to any affected buying Member(s) under paragraph (A) immediately above,

provided that any such compensation arrangements shall be determined in accordance with the principle that the Clearing House shall be held harmless, by the Member(s) whose inability, or likely inability, to perform a Delivery Obligation, for any compensation afforded to affected buying Members pursuant to the exercise of the powers of the Exchange under this Regulation 24.

- 24.8 A Member wishing to defer its Delivery Obligation under Regulation 24.6 must notify the Exchange in accordance with such requirements, and by such time on the Business Day prior to the Prompt Date, as published on the LME website from time to time.
- 24.9 If the Exchange agrees to defer delivery under Regulation 24.6, it shall issue instructions to the Member with the Delivery Obligation and to the buying Member(s) to book Carry trades in the Matching System to give effect to the deferral. In this regard, Members are reminded of their obligations under the LME Rules to ensure the confidential treatment of counterparty information.
- 24.10 A Member may defer a Delivery Obligation under Regulation 24 as a last resort to avoid breach of its obligations under the Rules and/or the Clearing House Rules. Misuse of the deferral mechanism shall be subject to the Exchange's investigation and enforcement powers.

Supporting provisions

- 24.11 Capitalised terms used within this Regulation 24 that are defined only in the Clearing House Rules shall have the meaning given to them in the Clearing House Rules.
- 24.12 In this Regulation 24, a "buying Member" means a Member who has a Receive Entitlement in respect of an Underlying Asset under one or more Contracts that is of the same type as that which would not be delivered to the Clearing House due to failure of the Member to perform a relevant Delivery Obligation, such that the failure of a Member to perform its Delivery Obligation may adversely affect the ability of the Clearing House to perform its own Delivery Obligation to the Member with such Receive Entitlement.

