

CONTRACT SPECIFICATIONS FOR SICOM OTC TSR 20 RUBBER CONTRACT

TABLE OF CONTENTS

1.	Scope of Chapter.....	3
2.	Definitions & Interpretation.....	3
3.	Commodity Specifications.....	8
4.	Trade Registration.....	9
4.1.	Trade Registration Hours & Contract Months.....	9
4.2.	Trading Lot.....	9
4.3.	Minimum Price Fluctuations & Tick Value.....	9
4.4.	Position Limits.....	9
4.5.	Variations.....	10
4.6.	Termination of Trade Registration.....	10
4.7.	Contract Modifications.....	10
4.8.	Daily Settlement Price.....	10
4.9.	Closing Out of open Positions Before Expiration.....	10
5.	Responsibility of Persons Holding a Maturing Contract on Last Trade Registration Day.....	10
5.1.	Obligations Prior to Last Trade Registration Day.....	10
5.2.	Obligations on Last Trade Registration Day.....	11
5.3.	Persons Entitled To Perform Delivery Obligations.....	11
6.	Delivery.....	11
6.1.	Delivery Lot.....	11
6.2.	Method of Delivery.....	12
6.3.	Location of Delivery.....	12
6.4.	Authorisation From Seller.....	12

6.5.	Notice of Pre-Delivery Intention to Deliver or Accept and Acceptance Notice and Delivery Notice.....	13
6.6.	Delivery Matching and Re-novation.....	13
6.7.	Division of Costs.....	15
6.8.	Delivery Documents and Procurement of Acceptable Warehouse Receipts.....	15
6.9.	Payments and Documents.....	17
6.10.	Property and Risk.....	18
6.11.	Cash Settlement.....	18
7.	Delivery Default.....	18
8.	Circumstances Prejudicial to Performance.....	19
9.	Duties and Liabilities.....	21
9.1.	Duty of Clearing Members with Respect to Delivery.....	21
9.2.	Clearing House Not Liable.....	23
10.	Good Faith Negotiation, Arbitration.....	24
A1.1	Annex 1 Interpretation.....	25
A1.2	Annex 1 Delivery Procedures.....	25
A1.	Annex 1 Schedule 1: Form of Acceptable Warehouse Receipt.....	29
A2.	Annex 2 Schedule 1: Notice of Pre-Delivery Intention to Deliver.....	31
A2.	Annex 2 Schedule 2: Notice of Pre-Delivery Intention to Accept.....	32
A2.	Annex 2 Schedule 3: Delivery Notice.....	33
A2.	Annex 2 Schedule 4: Acceptance Notice.....	34

CONTRACT SPECIFICATIONS FOR SICOM OTC TSR 20 RUBBER CONTRACT

1. SCOPE OF CHAPTER

These contract specifications (together with the relevant Annexes hereto, and the schedules of the Annexes hereto, as applicable) (hereinafter collectively referred to as the “**SICOM OTC TSR 20 Rubber Contract Specifications**”) set out the Contract Specifications for Contracts in respect of any of the three selected Origins OTC TSR 20 Rubber (as hereinafter defined) which shall apply to Clearing and Settlement of SICOM OTC TSR 20 Rubber Contracts under the Singapore Exchange Derivatives Clearing (“SGX-DC”) Clearing Rules (“**Rules**”). These SICOM OTC TSR 20 Rubber Contract Specifications shall be read together with the Rules and:

- (a) matters relating to clearing, delivery and settlement in respect of the SICOM OTC TSR 20 Rubber Contracts not specifically covered herein, shall be governed by the Rules and standard rubber practice insofar as such practice does not conflict with the Rules and these SICOM OTC TSR 20 Rubber Contract Specifications; and
- (b) in the event of a conflict or inconsistency between the Rules and the SICOM OTC TSR 20 Rubber Contract Specifications, the Rules shall prevail.

2. DEFINITIONS & INTERPRETATION

- 2.1 In these SICOM OTC TSR 20 Rubber Contract Specifications, unless the context otherwise requires, the following expressions shall (notwithstanding Chapter 9 of the Clearing Rules) have the meanings respectively hereafter assigned to them:

“**Acceptance Notice**” means a duly signed and completed notice to be submitted by the Buying Member pursuant to Section 6.5.1, in such form as prescribed by the Exchange and including such information as set out in Schedule 4 of Annex 2;

“**Accepted Surveyor**” means a laboratory or test centre which is accepted by the Clearing House as an issuer of survey certificates;

“**Accepted Warehouse**” means a duly licensed bonded warehouse in the Location of Delivery in respect of which an Accepted Warehousekeeper has been selected by the Accepted Warehouse Liaison Party to store OTC TSR 20 Rubber and which is subject to the conditions for storage of the OTC TSR 20 Rubber and other related conditions imposed by the Accepted Warehouse Liaison Party;

“**Accepted Warehousekeeper**” means the person who operates the Accepted Warehouse which appears on the List of Accepted Warehouses and Warehousekeepers published from time to time by the Accepted Warehouse Liaison Party, and who must be either the landlord or a tenant of the Accepted Warehouse;

“Accepted Warehouse Liaison Party” means any entity appointed by the Clearing House for purposes including but not limited to selecting, liaising, inspecting and dealing with the Accepted Warehousekeepers pertaining to the storage, issuance and cancellation of Acceptable Warehouse Receipts for OTC TSR 20 Rubber delivered pursuant to a Contract;

“Acceptable Warehouse Receipt” means the receipt issued by the Accepted Warehousekeeper or its representative entitling the party named therein to possession of the OTC TSR 20 Rubber as permitted under these SICOM OTC TSR 20 Rubber Contract Specifications duly authenticated and endorsed by the Accepted Warehouse Liaison Party and which is in the form at Schedule 1 of Annex 1;

“Alternative Delivery Procedure” means the procedure as prescribed under Section 8.1.5;

“Approved TSR Factory” means any factory approved by the Clearing House as a factory that produces rubber for which Acceptable Warehouse Receipts will be issued and accepted for delivery in respect of any Contract;

“Award” means a decision or award made by an umpire, the Clearing House or a Committee or panel appointed by the Exchange, pursuant to any arbitration referred to in these SICOM OTC TSR 20 Rubber Contract Specifications, on any dispute arising under or in respect of these SICOM OTC TSR 20 Rubber Contract Specifications;

“Bale” means a bale of OTC TSR 20 Rubber that is packed in accordance with the size and weight prescribed in these SICOM OTC TSR 20 Rubber Contract Specifications;

“Business Day” means any day other than the following:

- (a) Saturdays;
- (b) Sundays;
- (c) public holidays in Singapore;
- (d) the eve of Chinese New Year; and,
- (e) the eve of New Year’s Day.

“Buyer” means the person holding a long Position in respect of a Contract and in the case of a Position in respect of a Contract subsisting past the Last Trade Registration Day of that Contract, the person responsible for taking delivery of the OTC TSR 20 Rubber through the Buying Member;

“Buying Member” means the Clearing Member who Qualifies the Buyer’s Positions on a Contract;

“Clearing Rules” means the SGX-DC Clearing Rules as amended or supplemented from time to time;

“Committee” means a committee established by the Exchange;

“Contract” or **“SICOM OTC TSR 20 Rubber Contract”** means a forward contract in respect of any of the three selected Origins of OTC TSR 20 Rubber;

- (a) Standard Indonesian Rubber (SIR 20 Contract);
- (b) Standard Malaysian Rubber (SMR 20 Contract); and
- (c) Standard Thai Rubber (STR 20 Contract).

“Contract Value” in relation to a Delivery Lot means the tonnage deliverable under such Delivery Lot as the case may be, multiplied by the settlement price on the Last Trade Registration Day of the Contract to which such Delivery Lot relates;

“Delivery Documents” has the meaning ascribed to it in Section 6.8.1;

“Delivery Lot” means a lot for delivery of the amount of OTC TSR 20 Rubber set out in Section 6.1;

“Delivery Matching” has the meaning ascribed to it in Section 6.6.1;

“Delivery Month Margins” means the margins imposed by the Clearing House on each open Position in respect of a maturing Contract subsisting at any time from such time as may be prescribed by the Clearing House until the Contract is re-novated pursuant to Section 6.6.2;

“Delivery Notice” a duly signed and completed notice to be submitted by the Selling Member pursuant to Section 6.5.1, in such form as prescribed by the Exchange and including such information as set out in Schedule 3 of Annex 2;

“Delivery Procedures” means the procedures, terms and conditions for delivery and payment of the OTC TSR 20 Rubber under the Contract set out in Annex 1;

“First Contract Month” at any given point in time shall refer to the immediately expiring Contract Month;

“Force Majeure” means an act of God, natural disaster, strike or other industrial action, fire, accident, electricity outage, telecommunication failure, act of government, act of state including any change or introduction of laws, regulations, directives, orders in the People’s Republic of China that prohibits or prejudices the performance of the Delivery Obligations arising from the SICOM OTC TSR 20 Rubber Contract, act of terrorism, or any other event whatsoever beyond the reasonable control of the person concerned;

“Liens” has the meaning ascribed to it in Section 6.1.5;

“Location of Delivery” means the places referred to in Section 6.3.1 at which the Delivery Lots or Bales of OTC TSR 20 Rubber are to be delivered;

“Last Trade Registration Day” or **“LTD”** means the last day during which trades in a SICOM OTC TSR 20 Rubber Contract may be registered by Clearing Members for clearing by the Clearing House;

“Notice of Assessment” means the notice given to a Defaulting Party by the Clearing House under Section 7.6 stipulating the amount of fines payable for committing an event of default;

“Notice of Pre-delivery Intention to Accept” means a duly signed and completed notice to be submitted by the Buying Member pursuant to Section 5.1.2, in such form as prescribed by the Exchange and including such information as set out in Schedule 2 of Annex 2;

“Notice of Pre-delivery Intention to Deliver” means a duly signed and completed notice to be submitted by the Selling Member pursuant to Section 5.1.2, in such form as prescribed by the Exchange and including such information as set out in Schedule 1 of Annex 2;

“Origin” means a mark or other designation under a national scheme, which is accepted by the Clearing House, for certifying TSR in the country of a relevant Approved TSR Factory and confirming that the TSR which bears such mark or designation meets the prevailing technical specifications of such national scheme;

“OTC TSR 20 Rubber” means rubber of the specifications referred to in Section 3;

“Other Party” means the corresponding Buying Member when the Selling Member has committed an event of default or the corresponding Selling Member when the Buying Member has committed an event of default;

“Owner” means the person entitled to the OTC TSR 20 Rubber where he is named in the Acceptable Warehouse Receipt as being the party entitled to possession of the OTC TSR 20 Rubber;

“Party” means a Buying Member or Selling Member, and **“Parties”** means the Buying Member and Selling Member collectively;

“Related Expenses” has the meaning ascribed to it in Section 6.7.1;

“Re-novation” has the meaning ascribed to it in Section 6.6.2;

“Re-novated Contract” has the meaning ascribed to it in Section 6.6.2;

“Rent” means a periodic fee which an Accepted Warehousekeeper shall be entitled to charge in respect of the storage of rubber in its Accepted Warehouse;

“Rubber Committee” means a committee established by the Exchange to assist the Exchange in matters relating to the Contract including but not limited to reviewing and making recommendations to the Exchange on the terms and conditions of the Contract;

“Rules” means the SGX-DC Clearing Rules as amended or supplemented from time to time;

“Seller” means the person holding a short Position in respect of a Contract and in the case of a Position in respect of a Contract subsisting past the Last Trade Registration Day of that Contract, the person responsible for making delivery of the OTC TSR 20 Rubber through the Selling Member;

“Selling Member” means the Clearing Member who Qualifies the Seller’s Positions on a Contract;

“SGX-DC” means the Singapore Exchange Derivatives Clearing Limited;

“SGX TSR 20 Options” means the SGX SICOM TSR 20 Rubber Options Contracts listed for trading on the market operated by the Exchange;

“Shrinkwrap Packaging Specifications” means the prevailing specifications prescribed by the Clearing House in the Clearing House’s Handbook on Shrinkwrap Packaging Specifications for OTC TSR 20 Rubber in relation to the shrink wrapping of OTC TSR 20 Rubber;

“SICOM TSR 20 Futures” means the SICOM TSR 20 (FOB) Rubber Contracts listed for trading on the market operated by the Exchange;

“SICOM TSR 20 Futures Contract Specifications” means the contract specifications for the SICOM TSR 20 (FOB) Rubber Contracts;

“Standard Rubber Industry Practice” shall be the practice of the rubber trade as determined by a Committee or representative of such Committee appointed by the Exchange, or the Exchange from time to time;

“Standard Rubber Industry Tolerance” means such prevailing tolerance levels as the Rubber Committee may from time to time prescribe;

“Tolerance Band” has the meaning ascribed to it in Section 6.1.4;

“Trading Lot” means the units for trade registration of the amount of OTC TSR 20 Rubber set out in Section 4.2;

“Trading Rules” means the SGX-DT Futures Trading Rules as amended or supplemented from time to time;

“Trade Registration Day” means any day during which trades in a SICOM OTC TSR 20 Rubber Contract may be registered by Clearing Members for clearing by the Clearing House;

“TSR” means Technically Specified Rubber;

“Unit” has the meaning ascribed to it in Section 6.1.2;

“US\$” means the lawful currency of the United States of America; and,

“Warehouse Receipt Registration Facility” means the system maintained by the Exchange, be it a manual or an electronic system, through which Acceptable Warehouse Receipts are processed.

- 2.2 References to Sections, Annexes and Schedules in these SICOM OTC TSR 20 Rubber Contract Specifications shall be read as references to the sections of, the annexes to, and the schedules of the Annexes to, these SICOM OTC TSR 20 Rubber Contract Specifications.
- 2.3 References to Rules and Chapters shall be read as references to the rules and chapters of the Rules.
- 2.4 References to the Exchange shall be read as references to the Clearing House, and references to the Clearing House shall be read as references to the Exchange, where applicable.
- 2.5 All capitalised terms which are not defined in these SICOM OTC TSR 20 Rubber Contract Specifications shall have the meanings ascribed to them in the Rules.
- 2.6 References to the various prescribed forms contained in these SICOM OTC TSR 20 Rubber Contract Specifications shall refer to the forms prescribed in the Schedules as supplemented, amended, varied or otherwise accepted by the Clearing House from time to time.
- 2.7 Unless otherwise defined in these SICOM OTC TSR 20 Rubber Contract Specifications or the Rules, or unless inconsistent with these SICOM OTC TSR 20 Rubber Contract Specifications or the Rules, all expressions used in these SICOM OTC TSR 20 Rubber Contract Specifications shall have the same meanings as ascribed to them under Standard Rubber Industry Practice.

3. COMMODITY SPECIFICATIONS

- 3.1 OTC TSR 20 Rubber means the rubber manufactured from rubber produced from the Hevea Brasiliensis tree by an Approved TSR Factory, and shall be from any one of the following Origins:-
 - (a) Standard Indonesian Rubber (SIR 20);
 - (b) Standard Malaysian Rubber (SMR 20); and
 - (c) Standard Thai Rubber (STR 20).
- 3.2 OTC TSR 20 Rubber must meet:-
 - (a) the prevailing technical specifications of the country of the relevant Approved TSR Factory from which the rubber originated; and
 - (b) Standard Rubber Industry Tolerance levels.
- 3.3 OTC TSR 20 Rubber must be essentially free of mould but traces of dry mould on Bale surfaces shall be permitted. White flecks scattered in the rubber shall be permitted but virgin rubber is not permitted.

4. TRADE REGISTRATION

4.1 Trade Registration Hours & Contract Months

Trade registration in SICOM OTC TSR 20 Rubber Contracts shall be carried out only during such trade registration sessions and hours as the Clearing House may prescribe from time to time. Delivery of OTC TSR 20 Rubber in respect of a Contract shall be effected:-

- (a) only during the Contract Months, or such other periods as may be determined by the Clearing House from time to time; and
- (b) in respect of the same Origin of OTC TSR 20 Rubber that was registered pursuant to this Section 4.1.

4.2 Trading Lot

Trade registration for trades in OTC TSR 20 Rubber shall be in units of 20 metric tonnes of OTC TSR 20 Rubber of the same Origin.

4.3 Minimum Price Fluctuations & Tick Value

Minimum price fluctuation shall be 0.1 US cents per kilogramme, equivalent to US\$20.00 per tick.

4.4 Position Limits

A person shall not own or control more than the equivalent of 10,000 Trading Lots of the SICOM TSR 20 Futures net long or net short in respect of any one Contract Month (except for the First Contract Month) or in respect of any or all Contract Months combined and shall not own or control more than the equivalent of 2,000 Trading Lots of the SICOM TSR 20 Futures net long or net short in the First Contract Month, unless otherwise permitted by the Clearing House in respect of its Clearing Member, who is carrying the account of that person. For the purposes of this Section,:

- (a) the prescribed position limit shall apply to aggregate positions owned or controlled by a person in the SICOM OTC TSR 20 Rubber Contracts, the SICOM TSR 20 Futures and the SGX TSR 20 Options;
- (b) for the purpose of calculation, one (1) Trading Lot of the SICOM OTC TSR 20 Rubber Contract shall be deemed to be equivalent to four (4) Trading Lots (as defined in the SICOM TSR 20 Futures Contract Specifications) of the SICOM TSR 20 Futures, and the futures-equivalent of an SGX TSR 20

Options is the relevant option delta computed by the Clearing House for the option series; and

- (c) the positions of all accounts owned or controlled by a person or persons deemed to be acting in concert or in which such person or persons have a proprietary or beneficial interest shall be aggregated.

4.5 Variations

The Clearing House may from time to time and at its discretion provide variations to the preceding position limits, whether in part or as a whole, and whether generally or in respect of any person, and whether absolutely or subject to condition.

4.6 Termination of Trade Registration

Trade registration of Trading Lots of a single Contract Month shall terminate on the last Business Day of the month preceding the Delivery Month.

4.7 Contract Modifications

Subject to the Rules, the Clearing House reserves all rights to modify or add to these SICOM OTC TSR 20 Rubber Contract Specifications from time to time.

4.8 Daily Settlement Price

The daily settlement price of a Contract shall be determined at the end of any given Trade Registration Day with reference to the daily settlement price of SICOM TSR 20 Rubber Futures on the same day. The Clearing House shall, on a regular basis, determine at its sole discretion the premium and/or discount to be ascribed to each Origin of rubber against the SICOM TSR 20 Futures for the purpose of determining the daily settlement price.

4.9 Closing Out of Open Positions Before Expiration

The closing out of any open Position in a SICOM OTC TSR 20 Rubber Contract for rubber from a particular Origin shall be effected by the Clearing Member registering for clearing, an equal and opposite Position in the SICOM OTC TSR 20 Rubber Contract for rubber from the same Origin.

5. RESPONSIBILITY OF PERSONS HOLDING A MATURING CONTRACT ON LAST TRADE REGISTRATION DAY

5.1 Obligations prior to Last Trade Registration Day

- 5.1.1 The Buying Member and Selling Member should ensure there are sufficient funds in their respective accounts to enable the Clearing House to earmark the Delivery Month Margins as may be prescribed by the Clearing House from time to time.

- 5.1.2 The Buying Member and Selling Member who are holding open Positions in the respect of any maturing Contract shall each respectively notify the Clearing House of the Buyer's intention to accept delivery against a long Position and the Seller's intention to effect delivery against a short Position in such Contract in accordance with the Delivery Procedures. Such notification shall be made by submission of a Notice of Pre-delivery Intention to Accept or Notice of Pre-delivery Intention to Deliver.

5.2 Obligations on Last Trade Registration Day

- 5.2.1 On the Last Trade Registration Day, it shall be the responsibility of all persons not in a position to fulfill their Delivery Obligations in respect of any maturing Contract, to liquidate their open Positions no later than half an hour before the close of trade registration for such Contract.

5.3 Persons Entitled To Perform Delivery Obligations

- 5.3.1 Delivery Obligations in respect of a Contract after the Last Trade Registration Day may be performed only by Clearing Members.
- 5.3.2 All Buyers shall be deemed, after the Last Trade Registration Day where they are not Buying Members, to have instructed their Buying Members to perform on their behalf, Delivery Obligations in respect of any matured Contract which they are holding.
- 5.3.3 All Sellers shall be deemed, after the Last Trade Registration Day where they are not Selling Members, to have instructed their Selling Members to perform on their behalf, Delivery Obligations in respect of any matured Contract which they are holding.
- 5.3.4 In respect of any and all obligations arising in respect of a Contract after the Last Trade Registration Day of the Contract:
- (a) all Buying Members and Selling Members performing Delivery Obligations shall be deemed to act as principals against the Clearing House; and
 - (b) all Buying Members and Selling Members performing Delivery Obligations shall be deemed to act, other than against the Clearing House, as agents of their respective Buyers and Sellers (if they are so acting) for which they are performing Delivery Obligations on behalf of.

6. DELIVERY

6.1 Delivery Lot

- 6.1.1 Each Delivery Lot shall be composed of 20.16 metric tonnes (subject to Standard Rubber Industry Tolerance levels) or 16 Units of OTC TSR 20 Rubber from the same Origin and produced in the same factory.
- 6.1.2 Each Unit shall be:-

- (a) composed of 36 Bales, with each Bale weighing 35kg, subject to Standard Rubber Industry Tolerance levels; and
 - (b) packed in accordance with the Shrinkwrap Packaging Specifications.
- 6.1.3 For the purposes of all contractual obligations between a Buying Member and a Selling Member after the Last Trade Registration Day and notwithstanding the size of each registered Delivery Lot, each Delivery Lot shall constitute a separate, distinct and independent contract between the Buying Member and the Selling Member who have been matched and in respect of whom a Re-novation is effected. Default in delivery in respect of any one or some Delivery Lots shall not affect any other Delivery Lots.
- 6.1.4 A Seller shall deliver, under a Contract, a Delivery Lot which has a weight within a tolerance of one-half of a percent above or below 20.16 metric tonnes (“**Tolerance Band**”). Should there be any variances between the weight of a Delivery Lot actually delivered and the weight prescribed in Section 6.1.1, such variances shall be settled by the Buying Member and the Selling Member or, failing such agreement, shall be settled as follows:-
 - (a) if the excess or deficiency exceeds one-half of a percent up to and including one percent of the quantity required to be shipped or delivered, the excess or deficiency shall be invoiced or invoiced back, as the case may be, at the settlement price of the OTC TSR 20 Rubber on the Last Trade Registration Day;
 - (b) if the excess or deficiency exceeds one percent of the quantity required, then such Buying Member and Selling Member shall resolve the dispute in accordance with Section 10.
- 6.1.4A Any excess or deficiency in the weight of a Unit or Bale of a Delivery Lot delivered shall not be greater than three percent of the standard weighs stipulated in these SICOM OTC TSR 20 Rubber Contract Specifications, even if the weight of that Delivery Lot is within the tolerance acceptable under Section 6.1.4. This stipulation, however, shall not apply to sampled Units or Bales which shall, under any circumstance, be clearly marked for such purpose.
- 6.1.5 Subject to Section 4.7, all Delivery Lots shall be (a) of OTC TSR 20 Rubber free of all liens, security interest, mortgage, pledge, charge, claim, option, conditional sale agreement, pre-emptive right, equity claim, adverse claim, restriction or encumbrance of any kind, character and description whatsoever (collectively “**Liens**”) save for Liens created in favour of the Owner where it is not the Seller, PROVIDED THAT the Seller and the Selling Member shall take all steps to ensure that such Liens do not affect the authority granted to the Clearing House to give delivery and disposal instructions in respect of the Acceptable Warehouse Receipt to the Accepted Warehousekeeper pursuant to Section 6.4, (b) in sound shippable condition and be available for import into any port without any restriction whether such restriction, if any, arises from the identity of the Seller, Owner or Selling Member, appearing on any Delivery Lot, Unit, Bale or howsoever.

6.2 Method of Delivery

Delivery of each Delivery Lot shall be made in accordance with the Delivery Procedures, together with the procurement of the Delivery Documents set out at Section 6.8.1.

6.3 Location of Delivery

6.3.1 OTC TSR 20 Rubber shall be delivered to an Accepted Warehouse which is located in any place as the Clearing House may specify from time to time. The Clearing House may from time to time de-list or list a Location of Delivery which shall have such effect with regard to existing or new Contracts or both as the Clearing House may determine in its absolute discretion.

6.3.2 The Seller shall ensure that the warehouse to which the OTC TSR 20 Rubber is delivered, is an Accepted Warehouse, at the time of delivery.

6.4 Authorisation From Seller

The Seller shall as Owner of the Delivery Lot, or as a person duly authorized by the Owner, by the registration of an Acceptable Warehouse Receipt on the Warehouse Receipt Registration Facility through its Selling Member, irrevocably authorize the Clearing House to give delivery and disposal instructions in respect of the Acceptable Warehouse Receipt to the Accepted Warehousekeeper including without limitation instructions for the re-issue of the Acceptable Warehouse Receipt in the name of the Buyer, and the Seller shall procure the Accepted Warehousekeeper to act on such instructions from the Clearing House.

6.5 Notice of Pre-Delivery Intention to Deliver or Accept and Acceptance Notice and Delivery Notice

6.5.1 The Selling Member shall submit the Notice of Pre-Delivery Intention to Deliver and Delivery Notice, and the Buying Member shall submit the Notice of Pre-Delivery Intention to Accept and the Acceptance Notice, within such time as prescribed in the Delivery Procedures.

6.5.2 Until and unless Delivery Matching and Re-novation are effected in respect of an Acceptance Notice in accordance with Sections 6.6.1 and 6.6.2 :

- (a) such Acceptance Notice shall be irrevocable; and
- (b) the Buying Member which submitted the Acceptance Notice shall be bound by all the terms set out in the Acceptance Notice,

with effect upon submission of such Acceptance Notice to the Clearing House.

6.5.3 Until and unless Delivery Matching and Re-novation are effected in respect of a Delivery Notice in accordance with Sections 6.6.1 and 6.6.2:

- (a) such Delivery Notice shall be irrevocable; and

- (b) the Selling Member which submitted the Delivery Notice shall be bound by all the terms set out in the Delivery Notice,

with effect upon submission of such Delivery Notice to the Clearing House.

6.6 Delivery Matching and Re-novation

- 6.6.1 Upon receipt of all the Acceptance Notices and the Delivery Notices from Buying Members and Selling Members who are taking or making delivery as the case may be, the Clearing House shall match the Buying Members and Selling Members with their respective opposite Selling Members and Buying Members (such process being described as “**Delivery Matching**”). Without prejudice to the Clearing House’s rights against the Buying Member or Selling Member, in the event that such Buying Member or Selling Member fails to provide an Acceptance Notice or a Delivery Notice as the case may be, or if such notice is incomplete, such Acceptance Notice or Delivery Notice shall be deemed to have been submitted with such particulars as such Clearing House may deem necessary for Delivery Matching which particulars shall thereafter be binding on the Buying Member or Selling Member, as the case may be.

- 6.6.2 If a Selling Member’s Delivery Notice(s) has or have been matched by the Clearing House pursuant to these SICOM OTC TSR 20 Rubber Contract Specifications with a Buying Member’s Acceptance Notice(s), all rights and obligations of that Selling Member and that Buying Member with the Clearing House in respect of the Contracts to which such matched Delivery Notice(s) and Acceptance Notice(s) relate, shall be novated and substituted with a new contract which shall arise between that Selling Member and that Buying Member (such process being described as “**Re-novation**”, and such new contract shall be herein referred to as the “**Re-novated Contract**”) for the performance of Delivery Obligations as between such matched parties. Such Re-novation shall be effective upon the later of:

- (a) confirmation from the Clearing House's settlement bank that the Buying Member has deposited the full Contract Value, and
- (b) the Clearing House’s approval of the Acceptable Warehouse Receipt,

in accordance with these SICOM OTC TSR 20 Rubber Contract Specifications and the Rules.

The Re-novated Contract shall simultaneously discharge and replace *pro tanto* all rights and obligations between that Selling Member or Buying Member and the Clearing House in respect of the Contracts to which the Re-novation relates, and the Clearing House shall be fully discharged and released from any and all of its respective obligations as a counterparty or central counterparty in respect of such Contracts.

- 6.6.3 The Clearing House shall match the Buying Members and Selling Members with their respective opposite Selling Members and Buying Members by matching the number of Delivery Lots to the extent reasonably possible. The manner of Delivery Matching shall be at the sole discretion of the Clearing House and the matching result shall be final and not be subject to change.

6.6.4 The Clearing House shall notify the Buying Members and Selling Members of the other Buying Members and Selling Members who have been matched with them in any event no later than the time as specified in the Delivery Procedures.

6.6.5 The Buying Member or Selling Member (as the case may be) whose Acceptance Notice or Delivery Notice is matched by the Clearing House shall, upon Re-novation, be deemed to have agreed to accept or deliver the OTC TSR 20 Rubber on the following terms:

- (a) the number of Delivery Lots matched by the Clearing House;
- (b) the Origin stated by the Selling Member during trade registration of the OTC TSR 20 Rubber; and
- (c) the Accepted Warehouse from where such OTC TSR 20 Rubber is to be procured;

and such Buying Member or Selling Member as the case may be shall also be deemed to have agreed to accept or deliver the OTC TSR 20 Rubber solely from the Selling Member or to the Buying Member as the case may be to whom it was matched by the Clearing House on the above terms and conditions and except as otherwise provided in the Rules to accept and look towards the same as being solely liable for any default in relation thereto.

6.6.6 The Delivery Obligations of the Buying Member and Selling Member to each other under the Rules and these SICOM OTC TSR 20 Rubber Contract Specifications shall cease upon the Buyer receiving the Delivery Documents (including the Acceptable Warehouse Receipt issued in favour of the Buyer), and the Seller receiving the full Contract Value pursuant to the Delivery Procedures. Notwithstanding the foregoing, where an Award has been given pursuant to Section 10, the liability to satisfy the Award falls on the Buyer or Seller, as the case may be, and not the respective Buying Member or Selling Member.

6.7 Division of Costs

6.7.1 The Selling Member shall ensure that the Seller bears all costs of port, landing, delivery, transportation and other expenses (including but not limited to governmental duties, taxes or levies that may be imposed) relating to each Delivery Lot. In particular, the Selling Member shall ensure payment of Rent and all expenses related to the storage of the Delivery Lot in the Accepted Warehouse, including but not limited to the expenses for weighing and fumigating the Delivery Lot (“**Related Expenses**”), which have accrued at the time of cessation of the Selling Member’s Delivery Obligations as set out in Section 6.6.6. The payment of Rent and all Related Expenses shall be evidenced either on the Acceptable Warehouse Receipt or in such other document as accepted by the Clearing House. The Buying Member shall ensure that the Buyer bears all Rent and Related Expenses from the time of cessation of the Selling Member’s Delivery Obligations as set out in Section 6.6.6.

- 6.7.2 Where a Delivery Lot is reweighed due to a dispute over the weight of the Delivery Lot as recorded on the Acceptable Warehouse Receipt, and the reweighing shows a deficiency exceeding one-half of a percent in the weight of the Delivery Lot weighed, the Selling Member shall ensure that the Seller bears the costs of such re-weighing, and the Buying Member shall ensure that the Buyer bears such cost in all other cases.

6.8 Delivery Documents and Procurement of Acceptable Warehouse Receipts

- 6.8.1 Upon delivery of each Delivery Lot, the Buying Member shall be entitled to the following documents to be procured by the Selling Member:

- (a) an Acceptable Warehouse Receipt evidencing payment of Rent and all Related Expenses (or in the event the Acceptable Warehouse Receipt does not evidence payment of Rent and all Related Expenses, an Acceptable Warehouse Receipt and such other document accepted by the Clearing House containing the evidence of payment of Rent and Related Expenses);
- (b) a certificate of origin;
- (c) a test certificate in accordance with Section 6.8.8A;

and/or

- (d) any other documents as may be prescribed by the Clearing House.

(the documents in (a) to (d) shall be collectively known as “**Delivery Documents**”).

- 6.8.2 A warehouse receipt issued by the Accepted Warehousekeeper shall:-

- (a) have a validity period of nine (9) months from the date of issue of the test certificate issued in the country of the relevant Approved TSR Factory; and
- (b) where it is being procured by the Selling Member for purposes of fulfilling Section 6.8.1(a), have a validity period expiring no earlier than ten (10) days after the Last Trade Registration Day of the Contract.

- 6.8.3 A warehouse receipt issued by the Accepted Warehousekeeper shall not be recognized as an Acceptable Warehouse Receipt under these SICOM OTC 20 TSR Contract Specifications until it has been authenticated and endorsed by the Accepted Warehouse Liaison Party.

- 6.8.4 The Accepted Warehouse Liaison Party shall authenticate and endorse the warehouse receipt upon verifying that:

- (a) the rubber specifications in the Delivery Documents conform to the specifications prescribed in Section 3 and the weight of a Delivery Lot prescribed in Section 6.1.1;
- (b) the rubber has been properly stored in the Accepted Warehouse;

- (c) Rent and all Related Expenses have been paid by the Seller; and
 - (d) the Delivery Documents, on their face, are complete and valid.
- 6.8.5 For the purposes of these SICOM OTC TSR 20 Rubber Contract Specifications, an Acceptable Warehouse Receipt may be procured through: (a) the purchase of an existing and valid Acceptable Warehouse Receipt for a Delivery Lot; or (b) the issuance of a new Acceptable Warehouse Receipt in accordance with the procedures stated in Section 6.8.6.
- 6.8.6 An Acceptable Warehouse Receipt for a Delivery Lot may be issued for: (a) the Owner's Delivery Lot delivered to the Accepted Warehouse; or (b) the Owner's OTC TSR 20 Rubber which is already stored in the Accepted Warehouse and has been designated by the Owner as a Delivery Lot.
- 6.8.7 In connection with the issuance of an Acceptable Warehouse Receipt, the Owner and the Accepted Warehousekeeper shall be deemed to have entered into a warehousing agreement setting out the terms and conditions of storage and liability in respect of any loss or damage to the Delivery Lot.
- 6.8.8 The Seller shall ensure that the Acceptable Warehouse Receipt is accurate and complete in all respects before submitting it for delivery under the SICOM OTC TSR 20 Rubber Contract.
- 6.8.8A A test certificate shall be issued by:-
- (a) a laboratory authorised to issue test certificates by the national test authority in the country where the Approved TSR Factory operates; or
 - (b) a regional laboratory in the country of Origin which is recognised by the International Rubber Association.
- 6.8.9 Each Party agrees:
- (a) to comply with any commercially reasonable security procedure prescribed by the Clearing House relating to or connected with the electronic submission of Delivery Documents pursuant to these SICOM OTC TSR 20 Rubber Contract Specifications and they agree that the submission shall be regarded as having been effected through secure means, upon compliance with the prescribed procedure. Each Party shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such prescribed procedure merely on the basis that it is not sufficiently secure and it waives any of its rights, if any, to so object; and
 - (b) that any records maintained by the Clearing House relating to or connected with the Delivery Documents electronically submitted pursuant to these SICOM OTC TSR 20 Rubber Contract Specifications shall be binding and conclusive in the absence of manifest error and each Party agrees that all such records are admissible in evidence. Each Party shall not challenge or dispute the

admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in an electronic form or are the output of a computer system, and each Party waives any of its rights, if any, to so object.

6.9 Payments and Documents

The payments and documents relating to delivery of OTC TSR 20 Rubber shall comply with the Delivery Procedures.

6.10 Property and Risk

Property and risk over the relevant Delivery Lot delivered to the Accepted Warehouse shall remain with the Seller and/or the Owner of the relevant Delivery Lot (as the case may be) and shall only pass to the Buyer upon the receipt of the full Contract Value by the Selling Member. Until such receipt, the Buyer shall hold each Delivery Lot delivered to it, or the Acceptable Warehouse Receipt issued in its name in respect of such Delivery Lot, or if the Buyer has disposed, or disposes of the same thereafter, the value thereof, for the sole account of and in trust for the Seller and/or the Owner of the relevant Delivery Lot (as the case may be).

6.11 Cash Settlement

The Clearing House reserves the right to cash-settle a contract, based on methodology and procedures as determined by the Clearing House from time to time. The decision of the Clearing House in relation to the cash settlement under a Contract (including but not limited to the procedures for payment and the Party making payment) shall be binding upon all Clearing Members.

7. DELIVERY DEFAULT

- 7.1 Parties to a delivery shall make commercially reasonable efforts to perform their respective Delivery Obligations at all times until a Party has committed an event of default.
- 7.2 Where there has been an event of default as determined under Section 7.5, both Parties shall be released from their Delivery Obligations. Such release shall not prejudice any remedies available to the Other Party.
- 7.3 No Party shall be deemed to have committed an event of default if the performance of their respective duties is contingent upon the Other Party's prior performance of another duty which has not been performed.
- 7.4 Subject to anything to the contrary in these SICOM OTC TSR 20 Rubber Contract Specifications (including Section 9.1.4), each Defaulting Party shall in addition to any disciplinary proceedings and actions which may be imposed by the Clearing House, be responsible to the Other Party for all loss, costs and damages reasonably foreseeable and arising from an event of default committed by it, provided if the event of default arises as a result of an event beyond the control of and not in any way attributable to

either the Buying Member or the Selling Member, each of them shall bear their respective costs.

7.5 An event of default occurs when there is any failure by a Party to complete a material act with respect to Delivery Obligations within the timeframe prescribed by the Clearing House, which in the opinion of the Clearing House has a material adverse effect on the Contract or orderly delivery thereunder. An event of default shall include but not be limited to the following events:

- (a) failure to deliver OTC TSR 20 Rubber in accordance with the prescribed specifications in Section 3 and Section 6.8.1;
- (b) failure to deliver the Delivery Documents when due as specified in the Delivery Procedures;
- (c) failure to produce evidence of payment of Rent and Related Expenses (whether in the Acceptable Warehouse Receipt or through such other documents as accepted by the Clearing House from time to time); or
- (d) failure to make payment of the full Contract Value when due as specified in the Delivery Procedures.

7.6 Upon the occurrence of one or more events of default:

- (a) the default proceedings in the Rules shall apply; and
- (b) the Buying Member or the Selling Member which has committed an event of default shall be liable under the Rules for disciplinary action or other sanctions. The Clearing House shall issue a Notice of Assessment specifying its findings and fines payable by the defaulting Buying Member or the defaulting Selling Member to the Clearing House. The fines shall be assessed at 10% of the Contract Value, but not less than US\$5,000 per Delivery Lot, in addition to any fines assessed pursuant to the Rules, to be paid to the Clearing House. The Notice of Assessment shall be final.

7.7 Any disciplinary proceedings or actions (including the fines as aforesaid) imposed on a Party by the Clearing House pursuant to this Section 7 for committing an event of default, shall not prejudice any remedies available to the Other Party.

8. CIRCUMSTANCES PREJUDICIAL TO PERFORMANCE

8.1 Notwithstanding any provision otherwise whether in these SICOM OTC TSR 20 Rubber Contract Specifications or in the Rules:

8.1.1 If delivery or acceptance or any precondition or requirement of the Buying Member or Selling Member as the case may be is prevented or threatened to be prevented as a consequence of or arising out of an event of Force Majeure, such Buying Member or Selling Member as the case may be shall immediately notify the Clearing House. If the Clearing House determines that an event of Force Majeure exists, it may take such

action stated in Section 8.1. as it in its discretion deems necessary under the circumstances and its decision shall be binding upon its Buying Member or Selling Member. In the event however that the event of Force Majeure shall continue for a period of three (3) months, such obligations of the Buying Member or Selling Member as the case may be shall be deemed cancelled and no claim shall lie by either Party against the other in respect of loss or damage arising out of such cancellation. Where a Buying Member or Selling Member have closed out their positions by cash settlement pursuant to Section 8.1.4, no claim shall lie by either Party against the other in respect of loss or damage arising out of such cancellation.

- 8.1.2 Without prejudice to the foregoing provisions of this Section 8, in the event that the Clearing House in its discretion determines that for any reason whatsoever there exists or is likely to come into existence a shortage of deliverable OTC TSR 20 Rubber or circumstances prejudicial to the Delivery Obligations arising out of these SICOM OTC TSR 20 Rubber Contract Specifications, The Clearing House shall take such action stated in Section 8.1.4 as it in its discretion deems necessary under the circumstances and its decision shall be binding upon its Buying Member or Selling Member. No claim shall lie by either Party against the Clearing House in respect of loss or damage arising from such action taken by the Clearing House.
- 8.1.3 If any circumstances should arise that are prejudicial to the Delivery Obligations arising out of these SICOM OTC TSR 20 Rubber Contract Specifications, and a Seller and Buyer agree to make and take delivery of any Delivery Lot under terms and conditions that differ from the terms and conditions described by these SICOM OTC TSR 20 Rubber Contract Specifications (“**Alternative Delivery Procedure**”) as described in Section 8.1.5 below, the Seller and Buyer shall, through the Selling Member and Buying Member respectively, notify the Clearing House of the existence of circumstances prejudicial to the Delivery Obligations, and seek the permission of the Clearing House pursuant to Section 8.1.4(f) below to make and take delivery subject to such Alternative Delivery Procedure. In such a case, the Seller and Buyer shall jointly execute and deliver a request to use such Alternative Delivery Procedure in the form prescribed by the Clearing House at least two (2) days before the Last Trade Registration Day.
- 8.1.4 Without limiting the powers of the Clearing House, the Clearing House may:
- (a) extend delivery dates;
 - (b) designate alternative approved facilities;
 - (c) require Positions (including Positions that remain open after the Re-novation process pursuant to Section 6.6.2) to be cash-settled or closed out at a price determined by the Clearing House;
 - (d) disallow any registration of Contracts for Contract Months that had previously been listed for registration and clearing;
 - (e) cease listing Contracts in new Contract Months for registration and clearing;
 - (f) allow Sellers and Buyers to make and take delivery of any Delivery Lot under terms and conditions which differ from the terms and conditions prescribed by these SICOM OTC TSR 20 Rubber Contract Specifications (Alternative Delivery Procedure) described in Section 8.1.5 below;
 - (g) take any other actions by modifying the specifications of these SICOM OTC TSR 20 Rubber Contract Specifications pursuant to Section 4.7 (including but

not limited to modifications arising from or in connection with the termination of the Accepted Warehouse Liaison Party).

- 8.1.5 A Seller and Buyer may agree to make and take delivery of any Delivery Lot under terms and conditions which differ from the terms and conditions prescribed by these SICOM OTC TSR 20 Rubber Contract Specifications. Where permitted by the Clearing House pursuant to Section 8.1.4(f), and before such delivery takes place, the Seller and Buyer shall jointly:
- (a) execute and deliver a notice of Alternative Delivery Procedure in the form prescribed by the Clearing House and shall deliver a completed executed copy of such notice to the Clearing House before Delivery Matching takes place.; and
 - (b) if the Contract Value has already been deposited in the settlement bank account of the Clearing House, instruct the Clearing House on whether the full Contract Value should be released to the Selling Member or Buying Member.
- 8.1.6 The delivery of a notice of Alternative Delivery Procedure under Section 8.1.5 to the Clearing House shall vest sole responsibility for the making and taking of delivery onto the Seller and Buyer and shall release the Buying Member, the Selling Member and the Clearing House from its obligations under the Rules.
- 8.1.7 In executing such Alternative Delivery Procedure, the Seller and the Buyer shall, where their positions to which such Alternative Delivery Procedure relate were Qualified only by Clearing Members, jointly and severally indemnify the Clearing House against any liability, costs or expense it may incur for any reason as a result of the execution, delivery or performance of any agreement reached between the Buyer and the Seller pursuant to this Section 8, or any breach thereof or default under such agreement. Nothing in the application of Section 8.1.4 to 8.1.6 shall be construed as imposing any obligation on the Clearing House which it would not otherwise have been subjected to.

9. DUTIES AND LIABILITIES

9.1 Duty of Clearing Members with Respect to Delivery

9.1.1 Ensure Compliance of Buyer and Seller

The Buying Member and Selling Member shall cause their respective Buyer and Seller to ensure proper and smooth delivery and compliance with all obligations of the Buyer and Seller respectively as contemplated in the Rules and these SICOM OTC TSR 20 Rubber Contract Specifications. This includes, without limitation, in the case where the Seller is not the Owner of the relevant Delivery Lot(s), the Selling Member causing the Seller to obtain, or the Selling Member obtaining, all necessary consents, releases and/or authorisations from the Owner (including without limitation, providing any undertaking to the Owner and/or taking any other action as may be required by the Owner as a condition for such consent, release and/or authorisation) and doing all such acts necessary as to ensure proper and smooth delivery of the relevant Delivery Lot free from all Liens as contemplated in the Rules and these SICOM OTC TSR 20 Rubber Contract Specifications.

9.1.2 Joint and Several Liability

Any obligation or liability of the Buyer, Seller, Selling Member or Buying Member (the “**Defaulting Party**”) to the other of them (the “**Non-defaulting Parties**”) as the case may be arising out of a default by the Defaulting Party of any obligation under these SICOM OTC TSR 20 Rubber Contract Specifications shall, also be deemed a joint and several obligation or liability of the Defaulting Party to the Clearing House. Settlement of such obligation or liability shall be made to the Clearing House in the manner determined by the Clearing House from time to time.

9.1.3 Compliance with Relevant Laws

All deliveries (including deliveries of Commodities, documents, instruments, and other items required to be delivered under the Delivery Rules) to be made by a Party shall comply with the Rules and these SICOM OTC TSR 20 Rubber Contract Specifications and conform to all relevant statutes, regulations, orders, rulings, directives and rules of all relevant authorities and regulatory bodies (including the Clearing House or customs authorities) in force at the Location of Delivery at the time of delivery including but not limited to procurement of any applicable commercial invoice, sale and purchase agreement, packing list, warehousing agreements, bill of lading or phytosanitary certificate, in connection with the import of or transfer of title over, the OTC TSR 20 Rubber. Provided that if at any time any such statutes, regulations, orders, rulings, directives or rules conflicts with or adds to the requirements of these SICOM OTC TSR 20 Rubber Contract Specifications, such statute, regulation, order, ruling, directive or rule shall be construed to take precedence over and become part of these SICOM OTC TSR 20 Rubber Contract Specifications which shall be deemed modified to such extent as may be necessary to incorporate or give effect to the same, and all open and new Contracts shall be subject to such statute, regulation, order, ruling, directive, rule, regulation or statute. Buying Members and Selling Members are solely responsible for familiarizing themselves and complying with all such requirements.

9.1.4 Onward Delivery by Buyer

For each Delivery Lot delivered by the Seller, such Delivery Lot shall be deemed to have been duly delivered to the Buyer upon issuance of the Acceptable Warehouse Receipt in the name of the Buyer, even if such Acceptable Warehouse Receipt may be onward re-issued to third parties at the instructions of the Buyer. The Seller shall be under no liabilities whatsoever to the Buyer for any indirect loss and/or expenses (including the loss of profits or claims from such third parties to whom the Acceptable Warehouse Receipt has been onward re-issued to) suffered by the Buyer arising out of a breach by the Seller of these SICOM OTC TSR 20 Rubber Contract Specifications.

9.1.5 Selling Member of Original Depositor

The Selling Member of the Seller, which was the original depositor of the OTC TSR 20 Rubber into the Accepted Warehouse, shall require the Seller to assist (whether in person or through the assistance of agents) in complying with relevant import and customs order, ruling, directive, rule, statute, regulation, or procedures where requested by the Buying Member of the Buyer in possession of the relevant Acceptable Warehouse Receipt at the time of import.

9.1.6 Termination of the Accepted Warehousekeeper

In the event the Accepted Warehousekeeper has been terminated by the Accepted Warehouse Liaison Party, the Clearing House shall duly inform the Buying Member and the Selling Member that the Acceptable Warehouse Receipt issued by the affected Accepted Warehouse shall no longer be accepted for delivery against SICOM OTC TSR 20 Rubber Contracts, and whereupon the Buying Member or the Selling Member (as the case may be), shall be responsible for the immediate removal of such OTC TSR 20 Rubber from the affected Accepted Warehouse and shall ensure the proper storage of such affected OTC TSR 20 Rubber with another Accepted Warehouse, and issuance of a new Acceptable Warehouse Receipt in respect thereof.

9.1.7 Termination of Accepted Warehouse Liaison Party

9.1.7.1 Where the Accepted Warehouse Liaison Party's services have been terminated for any reason (including but not limited to resignation by the Accepted Warehouse Liaison Party), the rights and obligations of the terminated Accepted Warehouse Liaison Party shall be taken over by a new Accepted Warehouse Liaison Party, or by the Clearing House in such manner as may be notified by the Clearing House.

9.2 Clearing House Not Liable

9.2.1 In no event shall the Clearing House be liable for releasing any payment in exchange for documents that appear *bona fide* on their faces.

9.2.2 The Clearing House shall not be liable nor involved in any way in complying with any statute, regulation, order, ruling, directive, rule, customs requirement or procedure applicable to the import of OTC TSR 20 Rubber.

9.2.3 The liabilities which the Clearing House would have been subject to pursuant to Rule 703 shall remain in effect only up to the operation of Section 6.6.2 and such liabilities shall be deemed to be fully and finally discharged thereafter.

9.2.4 The Clearing House makes no representation or warranty nor undertakes any liability or responsibility with respect to:

- (a) the authenticity, validity or accuracy of any document or instrument given, issued, delivered, submitted or lodged by the Accepted Warehouse, Accepted Warehousekeeper, Accepted Warehouse Liaison Party, Buying Member or Selling Member before or after Delivery Matching and Re-novation pursuant to these SICOM OTC TSR 20 Rubber Contract Specifications. The Clearing House merely acts as a conduit for the onward transmission of documents or instruments between the Accepted Warehouse, Accepted Warehousekeeper, Accepted Warehouse Liaison Party, Buying Member and Selling Member and shall not be liable or responsible in any way for any negligence, misconduct, fraud, wilful default or any other default, wrongdoing or breach of duty howsoever caused and however serious of the Accepted Warehouse, Accepted Warehousekeeper, Accepted Warehouse Liaison Party, Buying Member, Selling Member or any other person responsible for the issuance, transmission, lodgment, preparation, or delivery of any document or instrument pursuant to

or arising out of these SICOM OTC TSR 20 Rubber Contract Specifications;
and

- (b) the availability, suitability, efficiency or competence of any Accepted Warehouse, Accepted Warehousekeeper, Accepted Warehouse Liaison Party, or Location of Delivery approved by the Clearing House except only to designate such locations as one which a Buying Member or Selling Member as the case may be may choose to consider for the purposes of effecting delivery under these SICOM OTC TSR 20 Rubber Contract Specifications. The Clearing House shall not be liable or responsible in any way for the condition, availability, suitability or efficiency of any such Accepted Warehouse, Accepted Warehousekeeper, Accepted Warehouse Liaison Party, or Location of Delivery arising out of the performance of the Buying Member's or Selling Member's obligations under these SICOM OTC TSR 20 Rubber Contract Specifications.

10. GOOD FAITH NEGOTIATION, ARBITRATION

- 10.1. All parties (Buyer, Seller, Buying Member and Selling Member) shall first attempt to resolve any dispute arising from or in connection with these SICOM OTC TSR 20 Rubber Contract Specifications by way of good faith negotiations. As part of this process, Members may agree to participate in mediation administered by any impartial third party as Members may agree to elect. Should such good faith negotiations and/or mediation not be successful, the Buying Member or Selling Member may elect to have the dispute referred to and finally resolved by arbitration in Singapore before the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC SGX-DC Arbitration Rules as may be prevailing from time to time. In the event that the SIAC SGX-DC Arbitration Rules are no longer in force, then arbitration shall be held in accordance with the prevailing rules of the SIAC. In the event of a dispute as to which set of arbitration rules is applicable, the Parties agree that the Registrar of the SIAC or any person holding at least an equivalent appointment shall be empowered to decide the applicable set of arbitration rules and such decision shall be binding upon the Parties.
- 10.2 For the avoidance of doubt, the Selling Member acknowledges that it is authorised to enter into this Section 10 by the Seller, and the Buying Member acknowledges that it is authorised to enter into this Section 10 by the Buyer. The award of the SIAC shall be final and binding upon the Buyer and the Seller.
- 10.3 Any arbitration to be conducted pursuant to this Section 10 shall be commenced within six (6) months from the Last Trading Day of the relevant Contract. All Parties shall not be entitled to bring any claim (whether through arbitration or court proceedings) after the expiry of the said six (6) months.
- 10.4 If neither Buyer nor Seller elects for arbitration, they are free to resolve their dispute in such manner as they deem fit.

ANNEX 1
OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT
DELIVERY PROCEDURES

A1.1 INTERPRETATION

- A1.1.1 Any expression used in this Annex shall bear the same meaning ascribed thereto in these SICOM OTC TSR 20 Rubber Contract Specifications or the Rules.
- A1.1.2 All references to “paragraphs” in this Annex shall be references to the provisions of this Annex.
- A1.1.3 The application of any part of these Delivery Procedures may be waived by the Clearing House from time to time, in accordance with Rule 1.01.6-1.01.7.

A1.2 DELIVERY PROCEDURES

Prior to Last Trade Registration Day

- A1.2.1 The Buying Member and the Selling Member shall post Delivery Month Margins and any other charges as may be prescribed with the Clearing House.
- A1.2.2 By 4.00 p.m. on the second Business Day prior to the Last Trade Registration Day of the First Contract Month:
- (a) a Buying Member as part of its Delivery Obligations in respect of a long Position in the First Contract Month shall submit to the Clearing House, a properly completed and signed Notice of Pre-Delivery Intention to Accept; and
 - (b) a Selling Member as part of its Delivery Obligations in respect of a short Position in the First Contract Month shall submit to the Clearing House, a properly completed and signed Notice of Pre-Delivery Intention to Deliver.
- A1.2.3 If a Buying Member or Selling Member establishes a new long Position or short Position in the First Contract Month after 4.00 p.m. on the second Business Day prior to the Last Trade Registration Day, it shall submit the completed and signed applicable document referred to in paragraph A1.2.2(a) or (b) by 4.00 p.m. on the next Business Day.

1 Business Day after Last Trade Registration Day

- A1.2.4 By 10.00 a.m. on the first Business Day after the Last Trade Registration Day:

- (a) the Buying Member shall, as part of its Delivery Obligations in respect of the matured Contract submit to the Clearing House, a properly completed and signed Acceptance Notice; and
 - (b) the Selling Member shall, as part of its Delivery Obligations in respect of the matured Contract, submit to the Clearing House, a properly completed and signed Delivery Notice.
- A1.2.5 Upon receipt of all the Acceptance Notices and the Delivery Notices from Buying Members and Selling Members who are taking delivery or making delivery as the case may be, the Clearing House shall effect Delivery Matching.
- A1.2.6 By 4.00 p.m. on the first Business Day after the Last Trade Registration Day and after completion of the Delivery Matching process, the Clearing House shall notify its respective Buying Members and Selling Members of the other Selling Members and Buying Members which have been matched with them.
- A1.2.7 The Buying Member and the Selling Member shall inform the Buyer and the Seller respectively of the other Seller and Buyer which have been matched with them by 5.00 p.m. on the first Business Day after the Last Trade Registration Day upon notification by the Clearing House.

2 Business Days after Last Trade Registration Day

- A1.2.8 The Selling Member shall ensure that the Seller submits the Delivery Documents to the Accepted Warehousekeeper by 10.00 a.m. on the second Business Day after the Last Trade Registration Day.
- A1.2.9 By 12.00 p.m. on the second Business Day after the Last Trade Registration Day the Selling Member shall provide duplicate copies of the Delivery Documents to the Clearing House.
- A1.2.10 By 12.00 p.m. on the second Business Day after the Last Trade Registration Day, the Selling Member shall register the Acceptable Warehouse Receipt with the Warehouse Receipt Registration Facility for confirmation by the Acceptable Warehouse Liaison Party.
- A1.2.11 By 3.00 p.m. on the second Business Day after the Last Trade Registration Day, the Buying Member shall pay the full Contract Value to the Clearing House.
- A1.2.12 The Acceptable Warehouse Liaison Party shall reconcile the information with the Accepted Warehousekeeper for the purpose of confirming that the Seller has submitted the Delivery Documents and they are in compliance with the requirements of these SICOM OTC TSR 20 Rubber Contract Specifications.
- A1.2.13 By 4.00 p.m. on the second Business Day after the Last Trade Registration Day, the Accepted Warehouse Liaison Party shall confirm with the Warehouse Receipt Registration Facility, that the Acceptable Warehouse Receipt submitted by the Selling Member is accurate and valid.

A1.2.14 (a) Upon receipt of the confirmation from the Accepted Warehouse Liaison Party that the Selling Member has submitted the Acceptable Warehouse Receipt and fulfilled its Delivery Obligations, the Clearing House shall approve the registered Acceptable Warehouse Receipts by 6.00 p.m. on the second Business Day after the Last Trade Registration Day.

(b) The Clearing House shall have the absolute discretion to approve the Acceptable Warehouse Receipt where the Clearing House does not receive confirmation from the Accepted Warehouse Liaison Party pursuant to paragraph A1.2.14(a).

A1.2.15 Upon the later of:

- (a) confirmation from the Clearing House's settlement bank that the Buying Member has deposited the full Contract Value, and
- (b) the Clearing House's approval of the Acceptable Warehouse Receipt,

the Re-novation process pursuant to Section 6.6.2 of these SICOM OTC TSR 20 Rubber Contract Specifications shall occur.

3 Business Days after Last Trade Registration Day

A1.2.16 By 10.30 a.m. on the third Business Day after the Last Trade Registration Day, the Clearing House shall, provided that it had earlier obtained confirmation of receipt of the full Contract Value, instruct the Accepted Warehouse to facilitate the issuance of a new Acceptable Warehouse Receipt in the name of the Buyer in respect of the Delivery Lot.

A1.2.17 Subject to paragraph A1.2.11 above, the Accepted Warehouse Liaison Party shall ensure that the Accepted Warehousekeeper completes the following by 12.00 p.m. on the third Business Day after Last Trade Registration Day:-

- (a) issue a new Acceptable Warehouse Receipt in the name of the Buyer in respect of the Delivery Lot;
- (b) submit the original Acceptable Warehouse Receipt in the name of the Buyer to the Accepted Warehouse Liaison Party for authentication and endorsement; and
- (c) comply with such other procedures as may be prescribed by the Acceptable Warehouse Liaison Party or the Clearing House from time to time.

A1.2.18 By 2.30 p.m. on the third Business Day after the Last Trade Registration Day, the Accepted Warehouse Liaison Party shall authenticate, endorse and dispatch the Acceptable Warehouse Receipt in the name of the Buyer to the Accepted Warehouse and, where requested by the Buyer, instruct the Accepted Warehouse to provide the original Delivery Documents to the Buyer.

A1.2.19 By 3.30 p.m. on the third Business Day after the Last Trade Registration Day, the Accepted Warehouse Liaison Party shall:-

- (a) send by email, electronic copies of Delivery Documents to the Buyer, Buying Member and to the Clearing House; and
- (b) register the details of the Acceptable Warehouse Receipt in the name of the Buyer with the Warehouse Receipt Registration Facility for the Buying Member's confirmation.

A1.2.20 By 5.00 p.m. on the third Business Day after the Last Trade Registration Day, the Buying Member shall confirm with the Warehouse Receipt Registration Facility that:-

- (a) the Acceptable Warehouse Receipt has been correctly issued in the name of the Buyer; and
- (b) the Buyer has received the electronic copies of the Delivery Documents.

A1.2.21 After receipt of the confirmation from the Buying Member and by the end of the third Business Day after the Last Trade Registration Day, the Clearing House shall approve the Acceptable Warehouse Receipt registered with the Warehouse Receipt Registration Facility.

4 Business Days After Last Trade Registration Day

A1.2.22 Subject to paragraph A1.2.21, by the end of the fourth Business Day after the Last Trade Registration Day, the Clearing House shall credit the account of the Selling Member with the full Contract Value.

A1.2.23 Where the fourth Business Day after the Last Trade Registration Day is not a banking day in Singapore or in the United States of America, the Clearing House shall credit the account of the Selling Member with the full Contract Value on the next Business Day which is a banking day in Singapore and in the United States of America.

SCHEDULE 1

OF ANNEX 1 OF THE CONTRACT SPECIFICATIONS FOR SICOM OTC TSR 20 RUBBER CONTRACT

FORM OF ACCEPTABLE WAREHOUSE RECEIPT FOR OTC RUBBER

<Accepted Warehousekeeper's Letterhead>

天然橡胶仓单

(<认证仓库联系方名>认证仓单)

ACCEPTABLE WAREHOUSE RECEIPT FOR NATURAL RUBBER

(Endorsed by <Accepted Warehouse Liaison Party Name>)

货主 (全称) (Cargo Owner (Full Name))			
货主联系人(Cargo Contact Person)		仓 单 号(Warehouse Receipt No.)	
联系电话(Phone No.)		联系人邮箱(Email Address for Cargo Contact Person)	
商品名称(Name of the Product)		重 量(Weight)	吨(Tonne(s))
数 量(Quantity)	托(Units) 包(Bales)	生产工厂 (Manufactured by)	
原产地(Origin)			
存储仓库(Warehouse)		货位编号(Storage Location No.)	
仓库地址(Warehouse Address)		经办人 (签字) : Prepared by (signature)	
仓库联系人(Warehouse Contact Person)		仓库保管人 (盖章) Warehousekeeper(Seal)	
仓库联系电话 (Warehouse Phone No.)		日期(Date): 年 月 日	
<认证仓库联系方名> 保证序列号(<Accepted Warehouse Liaison Party name> Guarantee Serial No.)		审核人 (签字) : Verified by (Signature):	
仓单有效期至(Validity period of Warehouse Receipt)	年 月 日	<认证仓库联系方名> (盖章) : <Accepted Warehouse Liaison Party Name> (Seal):	
日期(Date): 年 月 日			
备注(Notes):			

请仔细阅读仓单背面条款和条件。

This Acceptable Warehouse Receipt shall be subject to the following Terms and Conditions.

条款和条件:

Terms and Conditions:

- 一、本仓单一式三联，第一联(正本)由货主持有，第二联、第三联为存根分别由仓库保管人和<认证仓库联系方名>留存。
1. There shall only be one original copy of the warehouse receipt, which shall be kept by the cargo owner. The warehousekeeper and <Accepted Warehouse Liaison Party Name> may retain the duplicate copies of the warehouse receipt for record purpose.
- 二、本仓单下货物所有权的转让必须通过申请注销本仓单并重新申请注册以买方为货主的新仓单的方式进行，否则转让无效。
2. A transfer of ownership in the underlying cargo shall only be effected through a cancellation of this warehouse receipt and a re-issuance of a new warehouse receipt in the name of the buyer.
- 三、货主应妥善保管本仓单，若遗失，应立即向仓库保管人报失，并办理挂失手续。
3. The cargo owner shall ensure that this warehouse receipt is kept securely and shall report the loss of this warehouse receipt to the warehousekeeper immediately.
- 四、本仓单可被Singapore Exchange Derivatives Clearing Limited (“SGX-DC”)接受为其场外清算服务TSR 20 橡胶合约的交收标的物。以参与该清算服务交收为目的，货主向仓库保管人递交本仓单视为其授权SGX-DC为就仓单注销、转让和重新注册向仓库保管人发出指令的唯一人士。
4. This warehouse receipt may be accepted by SGX-DC for settlement against the SICOM OTC TSR 20 Rubber Contract. The submission of this warehouse receipt to the warehousekeeper by the cargo owner for settlement purpose shall be deemed as an authorization from the cargo owner for the warehousekeeper to take instructions solely from SGX-DC with regard to the cancellation, transfer and re-issuance of the warehouse receipt.
- 五、根据SGX-DC场外清算服务TSR 20 橡胶合约合同标准6.8.4条的规定，就仓单的真实性和认证方面，<认证仓库联系方名>对仓单的认证仅在核实货主提交的交收文件的表面完整性和表面真实性的基础上做出，<认证仓库联系方名>不向任何人就（i）交收文件的实质真实性和/或内容或(ii)商品的重量、规格或质量承担责任。
5. In respect of its authentication and endorsement of this warehouse receipt in accordance with Clause 6.8.4 of the contract specifications for SICOM OTC TSR 20 Rubber Contract, the endorsement of <Accepted Warehouse Liaison Party Name> on this warehouse receipt constitutes only a representation that the Delivery Documents appear, on their face, to be complete and valid; and <Accepted Warehouse Liaison Party Name> shall not be liable to any person for (i) the authenticity of the Delivery Documents or (ii) the weight, specification or quality of the commodity.
- 六、任何与本仓单有关的事项，包括但不限于与注册、流转、注销、挂失或其他相关事项，应按照《<认证仓库联系方名>认证仓单管理办法》和<认证仓库联系方名>其他可适用的规定解决。
6. Any issues arising from this warehouse receipt including but not limited to issues relating to the registration, transfer, cancellation, loss or any other issues shall be resolved in accordance with the Administrative Measures on Acceptable Warehouse Receipt of <Accepted Warehouse Liaison Party Name> and other applicable rules of the <Accepted Warehouse Liaison Party Name>.

**ANNEX 2
OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT**

**FORMS OF PRE-DELIVERY INTENTION TO DELIVER/ACCEPT
AND DELIVERY/ACCEPTANCE NOTICES**

**SCHEDULE 1 OF ANNEX 2 OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT**

NOTICE OF PRE-DELIVERY INTENTION TO DELIVER

Pursuant to Section 5.1.2, the Notice of Pre-delivery Intention to Deliver shall include the following information:

- (a) the identity of the Selling Member;
- (b) the details of the Seller;
- (c) the origin of the rubber;
- (d) the quantity (in number of lots) and total tonnage (in metric tons) for delivery;
- (e) details of the Accepted Warehouse where the rubber is stored;
- (f) such other information as the Clearing House may require from time to time.

**SCHEDULE 2 OF ANNEX 2 OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT**

NOTICE OF PRE-DELIVERY INTENTION TO ACCEPT

Pursuant to Section 5.1.2, the Notice of Pre-delivery Intention to Accept shall include the following information:

- (a) the identity of the Buying Member;
- (b) the details of the Buyer;
- (c) the origin of the rubber;
- (d) the quantity (in number of lots) and total tonnage (in metric tons) for delivery;
- (e) the preferred warehouses for the purposes of taking delivery;
- (f) such other information as the Clearing House may require from time to time.

**SCHEDULE 3 OF ANNEX 2 OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT**

DELIVERY NOTICE

Pursuant to Section 6.5.1, the Delivery Notice shall include the following information:

- (a) the identity of the Selling Member;
- (b) the details of the Seller;
- (c) the origin of the rubber;
- (d) the quantity (in number of lots) and total tonnage (in metric tons) for delivery;
- (e) details of the Accepted Warehouse where the rubber is stored;
- (f) such other information as the Clearing House may require from time to time.

**SCHEDULE 4 OF ANNEX 2 OF THE CONTRACT SPECIFICATIONS FOR
SICOM OTC TSR 20 RUBBER CONTRACT**

ACCEPTANCE NOTICE

Pursuant to Section 6.5.1, the Acceptance Notice shall include the following information:

- (a) the identity of the Buying Member;
- (b) the details of the Buyer;
- (c) the origin of the rubber;
- (d) the quantity (in number of lots) and total tonnage (in metric tons) for delivery;
- (e) the preferred warehouses for the purposes of taking delivery;
- (f) such other information as the Clearing House may require from time to time.