Global-FX

Rule Book



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About this document

White Label E-Systems Pvt. Ltd. ("WLES") is a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Kalpataru Inspire, Unit1, 8th Floor, Santacruz (East), Mumbai: 400055, India, has introduced the WLES GLOBAL-FX, which comprises of Global-FX Trading, a Trading Segment that includes RFQ and RFS mechanisms such as Benchmark and Algo resting Orders ("WLES GLOBAL-FX").

This document contains important information regarding the terms and conditions which apply without any qualifications or conditions to the Participants and Users of the WLES GLOBAL-FX ("**Rule Book**"). This Rule Book is based on the FX Global Code of Conduct, which is set of global principles of good practice in the foreign exchange market ("**FX Global Code**").

Participants are required to be familiar with the contents of this Rule Book and ensure that their Users comply with these Rules at all times. This Rule Book aims to promote the highest standards of integrity, professionalism and ethical behaviour, together with the efficient, fair and orderly operation of the WLES GLOBAL-FX.

PLEASE READ THIS DOCUMENT CAREFULLY and retain it for future reference. Please note that the information contained herein is subject to change without notice.

Definitions and abbreviations

Term	Definition
Algorithmic Trading	shall mean any trade originated by a software programme using automated execution logic. WLES GLOBAL-FX allows or enables Algorithmic Trading where Order submission and Order execution are facilitated by electronic means.
Algorithmic Trading System	an execution system or order management system enabling Participants to perform Algorithmic Trading
API	an application programming interface used by Users to access any of the WLES GLOBAL-FX trading segments
Competent Authority	any person or organization that has the legally delegated or invested authority, capacity, or power to perform a designated function under the laws or regulations in force.
Compliance Contact	the person nominated by the Participant as their compliance officer, who shall be responsible for receiving requests for information or details of Rule Book updates from WLES
Compliance Portal	is a WLES secure portal where Participants can manually provide the required Personal Data
Compliance Reporting Platform	the WLES Participant portal that contains the documents that support this Rule Book and links for Participants to upload ongoing information requirements; documents located on Compliance Reporting Platform are accessible via https://my.wles.in/ under the Regulatory Documents page.
DCR	Daily Confirmation Report
Eligibility Criteria	the criteria that Participants must meet at all times when accessing the WLES GLOBAL-FX, as set out in Section 2.3 of this Rule Book
Erroneous Trade	a Transaction executed on the WLES GLOBAL-FX that was entered into in error (e.g. in terms of price, quantity, or FX Instrument), including execution at a price diverging substantially from the prevailing market price for that FX Instrument at the time of execution
Executing User	the WLES GLOBAL-FX User who is executing a Transaction. This may either be a natural person or an algorithm associated with that User
FIX Protocol	Financial Information exchange protocol, an electronic communications protocol initiated in 1992 for international real-time exchange of information related to the securities transactions and markets
FX Instrument	an FX product admitted for trading to the WLES GLOBAL-FX comprising a currency exchange rate and time period resulting in a contract between two parties
Gateway-to-gateway Latency	the time measured from the moment a message is received by an outer gateway of the WLES GLOBAL-FX's system, sent through the order submission protocol, processed by the matching engine, and then an acknowledgement is sent from the gateway;
GMT	Greenwich Mean Time
Helpdesk	the WLES Global-FX Helpdesk
Instrument List	a list of FX Instruments available for trading on GLOBAL-FX
Investment Decision Maker	where a natural person (or a group of natural persons) make a decision

Term	Definition
	to carry out a Transaction, the Investment Decision Maker is the person nominated by Participant as having primary responsibility for such Transaction. Where the decision to carry out a Transaction is made by an algorithm, the Investment Decision Maker is identified as such algorithm, using a unique, consistent and persistent code
ISIN Code	International Securities Identification Number; this code uniquely identifies a single Financial Instrument. Its structure is defined in ISO 6166. An ISIN Code is a 12-character alpha-numerical code that does not contain information characterising Financial Instruments, but serves for the uniform identification of a Financial Instrument through the normalisation of the assigned National Number, where one exists, at trading and settlement
IST	Indian Standard Time
KYC	Know Your Client
Law Enforcement Agency	a government agency responsible for the enforcement of laws, such as the police
LEI	the Legal Entity Identifier (LEI) is the International ISO standard 17442. LEIs are identification codes that enable consistent and accurate identification of all legal entities that are parties to financial transactions, including non-financial institutions. They enable a legal party to a financial transaction to be identified precisely
Major Currency	any of the following currencies: US dollar, Euro, Japanese yen, Pound sterling, Australian dollar, Swiss franc, Canadian dollar, Hong Kong dollar, Swedish krona, New Zealand dollar, Singapore dollar, Norwegian krone, Mexican peso, Croatian kuna, Bulgarian lev, Czech koruna, Danish krone, Hungarian forint, Polish złoty and Romanian leu.
Maker	a Participant _on the Trading Segment that provides quotes to a Price Taker
Market Abuse	behaviour prohibited or subject to sanctions or penalties under any other applicable laws globally
Market Making Agreement	an agreement between a Participant and WLES setting out the Participant's obligations in relation to the provision of liquidity as a market maker on the WLES GLOBAL-FX
Match	where the Order Matching system matches the price and size posted by the originator of an Order against the subsequent prospective counterparty's Order
Trade Notification	
	a Notification generated by Order Matching
MiFID II	collective term referring to Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as may be amended or replaced from time to time, and Regulation (EU) No 600/2014 of the European Parliament and of the Council on markets in financial instruments as may be amended or replaced from time to time
MiFID II Firm	Participants of the WLES GLOBAL-FX that are considered "Investment Firms" under MiFID II and are authorised by a Competent Authority to conduct investment activities and to which MiFID II applies
MIS	WLES Client Management Information System
NDF	Non- Deliverable Forward
Operational Criteria	the operational conditions Participants must satisfy for pre-onboarding due diligence and on-going access to the WLES GLOBAL-FX, as described in Section 2.4 of this Rule Book
Operational Procedures	a document that describes the conditions of use of a platform operated

Term	Definition	
	by GLOBAL-FX	
Order(s)	all input messages, including messages on submission, modification and cancellation sent to the WLES GLOBAL-FX, relating to an order to buy or sell an FX Instrument at its specified price limit or better and for a specified volume or an RFQ, response to RFQ, OTD, and response to OTD, or a quote, but excluding cancellation messages sent subsequently to a loss of connectivity to the WLES GLOBAL-FX, or the use of kill functionality	
Participant	the client entity identified on the Participant Agreement	
Participant Agreement	the WLES contract signed by a Participant under which the Participant subscribes to the WLES GLOBAL-FX	
Personal Data	the Personally Identifiable Information provided to WLES for the purpose of the provision of the WLES GLOBAL-FX services	
Personally Identifiable Information	any information relating to an identified natural person or a natural person who can be identified directly or indirectly, by any means reasonably likely to be used by the controller of the information, or any other natural or legal person	
Platform Coordinator	a person nominated by a Participant to manage that Participant's WLES GLOBAL-FX access at a Site, including other responsibilities further detailed in Section 2.5 of these Rules and Chapter 6 of the WLES GLOBAL-FX Supplementary Agreement	
Quote	a message containing price information transmitted by a Maker to a Taker further to an RFQ message being issued	
RBI	Reserve Bank of India	
Response Time	the time period between an OTD message being sent from the _ to a Maker and the _ system's receipt of a message from that Maker accepting or rejecting the OTD; this can also be described as Gateway-to-gateway Latency for the _ Trading Segment	
RFQ	a request-for-quote	
Rule Book	this WLES GLOBAL-FX Rule Book	
Rules	the Rules contained in this Rule Book	
SEF	Swap Execution Facility	
SEBI	Securities and Exchange Board of India	
Site	any location of a Participant where WLES supplies access to the WLES GLOBAL-FX	
Spot FX	a single leg contract for the exchange of one currency against another currency where settlement is scheduled to be made on T+2 (i.e. two Trading Days after the Trading Day on which the transaction occurred) as described in Chapter 4 of the Supplementary Annex	
STOR	Suspicious Transaction and Order Report: reports to Competent Authorities where a person professionally arranging Transactions reasonably suspects that a Transaction might constitute Market Abuse or market manipulation	
GLOBAL-FX Group Administrator	a person nominated by a Participant to set up the list of all Investment Decision Makers relevant to WLES GLOBAL-FX Executing Users	
TOCs	Trading OrderControls: pre-trade controls implemented by WLES in respect of Order entry in relation to the WLES GLOBAL-FX system	
Taker	a Participant of the _Segment that has initiated an OTD or an execution against a quote supplied by a Maker	
Trade Capture Report	reports that show Matches conducted on the SmartFX API application	
Trading Day	the period during which Transactions may take place on the WLES GLOBAL-FX, which on Mondays commences at 00:30 India Standard	

Term	Definition
	Time and ends at 04:00 on Saturday, India Standard Time
Trading Group	all locations where the Participant has access to the WLES GLOBAL-FX are part of the Trading Group
Trading Segment	the WLES GLOBAL-FX relationship-based trading protocol for FX derivatives where Participants can request quotes and submit OTDs
Trading Venue	a regulated market, GLOBAL-FX or organised trading facility
Transaction	a contract which results from an Order being totally or partially executed on the WLES GLOBAL-FX
Transaction Reporting	the submission of Transaction Reports to the appropriate Competent Authority
Unconfirmed Match	where one or both Participants have not received a Trade Notification at their Site with respect to a Transaction
User	has the same meaning as an Executing User
UTC	Coordinated Universal Time; the primary time standard by which the world regulates clocks and time
Volume	the size of an Order, OTD or Transaction; it is either expressed in USD, the quoted currency or the base currency
WLES API	a WLES Automated Programme Interface used by Executing Users to access any of the WLES GLOBAL-FX Trading Segments
WLES	White Label E-Systems Private Limited (WLES). "Control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise
WLES GUI	the desktop application provided to Participants in order to access the WLES GLOBAL-FX
WLES GLOBAL-FX	Global-FX operated by WLES
WLES GLOBAL-FX Activity	activity of a Participant or User that is subject to the Rule Book or which is purportedly conducted subject to the Rule Book, including the execution of any Transaction.
WLES GLOBAL-FX Supplementary Agreement	additional guidance and information provided by WLES, which should be read in conjunction with this Rule Book

Chapter 1 General Provisions

1.1 ACCEPTANCE OF RULE BOOK

- 1.1.1 This Rule Book constitutes a legally binding agreement between WLES and the Participants. This Rule Book is made available to Participants to access on the condition that all Participants accept the terms contained herein, without modifications of and reservations to any of these terms as contained herein, and by accessing the WLES GLOBAL-FX website, Participants represent and warrant that they have read and understood, and agree to be bound by, these terms, without limitation or qualification. Participants agree and accept that Participant use or access of any part of the WLES website constitutes unconditional acceptance of these terms.
- 1.1.2 Participants shall ensure that prior to any User accessing the WLES GLOBAL-FX website through any Participant electronic device, Participants shall cause such person to understand and accept these terms contained herein.
- 1.1.3 If Participants do not understand these terms herein, or do not agree to be bound by these terms, Participants may not use or otherwise access this WLES GLOBAL-FX website or use the WLES GLOBAL-FX in any manner.
- 1.1.4 Participants agree, as a condition for using the WLES GLOBAL-FX website, to comply with any relevant supplementary rule book(s), and follow the WLES GLOBAL-FX Supplementary Agreement, technical specifications, manuals, directions or guidance relevant to the WLES GLOBAL-FX issued by WLES from time to time.
- 1.1.5 Documents governing the usage, including this Rule Book and the Instrument Lists, are available from the White Label E-Systems Private Limited, Website., which may be updated from time to time.
- 1.1.6 Documents that are only relevant to Participants, for example, the WLES GLOBAL-FX Supplementary Agreement, can be accessed via My.WLES.in . Usage will be governed by all of these documents read together.
- 1.1.7 WLES is not a party to, and will not have any liability, or maintain any trading accounts, with respect to, Transactions conducted on the WLES GLOBAL-FX. Payment and settlement of executed Orders are the sole responsibility of the two Participants concerned.
- 1.1.8 WLES is not responsible for and shall not be liable for the default of any Participant on any Transaction. Transactions undertaken on the WLES GLOBAL-FX are not subject to any compensation schemes.
- 1.1.9 Participants must establish and follow applicable market conventions for matters not covered by this Rule Book.

1.2 PROVISION OF DATA

- 1.2.1 Participants agree to provide WLES with all current, up-to-date, accurate and complete information, including certain Personal Data, that it reasonably requests in order to satisfy the requirements of applicable law or perform its obligations under the Rule Book or as WLES may reasonably require.
- 1.2.2 All Participants are required to provide WLES with certain Personal Data before access to the WLES GLOBAL-FX is granted. WLES will collect Personal Data via WLES GLOBAL-FX on-boarding documentation and through a WLES portal known as the Compliance Portal. WLES shall endeavour to keep the Compliance Portal secure, where Participants can manually provide the required Personal Data.
- 1.2.3 Such Personal Data is required for the WLES GLOBAL-FX's record keeping obligations and shall not be disclosed by WLES to any third party without the prior permission of the Participant. It is also required for Transaction Reporting (where applicable under Section 1.3). Any information requests that arise outside of the initial on-boarding process will be referred to the Compliance Contact provided by the Participant.
- 1.2.4 Participants must nominate and report an Investment Decision Maker and Executing User in respect of all Transactions. Where the Investment Decision Maker or Executing User is an algorithm, Participants must identify such algorithm using a unique, consistent and persistent code.
- 1.2.5 Participants shall ensure that, when trading on behalf of their Users, they obtain any required consents in accordance with applicable laws from those Users before providing Personal Data to WLES.
- 1.2.6 Participants that have not input the required Personal Data for Executing Users and Investment Decision Makers into the Compliance Portal will not be granted access to the WLES GLOBAL-FX until such information has been provided.
- 1.2.7 Further details of information required from Participants, in order to facilitate Transaction Reporting, is set out in the WLES GLOBAL-FX Supplementary Agreement.
- 1.2.8 Participants are responsible for ensuring that Personal Data they have provided to WLES is kept current and correct and must proactively inform WLES via Compliance Portal each time there is an amendment to the Personal Data associated with Executing Users who are registered to trade on the GLOBAL-FX, or their associated Investment Decision Makers.
- 1.2.9 WLES will at all times process Personal Data in accordance with applicable laws and regulations covering the processing of such Personal Data. Participants hereby provide express consent on their own behalf and on behalf of the Users/ customers for use of the Personal Data so provided for the purposes of using, accessing, provisioning of services in connection with WLES GLOBAL-FX and for compliance with laws.
- 1.2.10 The Participant confirms that any Personal Data it discloses to WLES (including when it inputs such

Personal Data to Compliance Portal or any other WLES Personal Data portal) is disclosed in accordance with the laws and regulations applicable to the Participants.

- 1.2.11 Personal Data is processed in accordance with the WLES privacy policy, which can be found at: www.whitelabeles.com\privacystatement
- 1.2.12 Failure to provide any information requested or required for any purposes or in the event WLES determines such information to be untrue, inaccurate, not current or complete, will result in immediate suspension of access to the WLES GLOBAL-FX until all relevant information is provided. WLES may further cancel any Transactions executed without the required information being provided; access to the WLES GLOBAL-FX will not be reinstated until the relevant information has been provided.

1.3 REPORTING

- 1.3.1 MiFID II Firms are responsible for fulfilling their own (if any) Transaction Reporting requirements.
- 1.3.2 All Participants are responsible for fulfilling their own EMIR reporting requirements (or any other applicable regulatory reporting requirements in any relevant jurisdiction) with respect to any Transactions carried out on the WLES GLOBAL-FX.
- 1.3.3 WLES only submits Transaction Reports to the RBI in respect of all Participants transacting on Global-FX.

1.4 GOVERNING LAW & JURISDICTION

- 1.4.1 References to statutory or regulatory provisions include those provisions as amended, re-enacted or replaced from time to time, and any rules, regulations or regulatory guidance promulgated thereunder.
- 1.4.2 This Rule Book shall be governed by and be construed in accordance with the laws of India. The courts at Mumbai, India, shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the Participants, Users and WLES including any application to be made under the Arbitration and Conciliation Act, 1996 and the rules framed thereunder as amended and re-enacted from time to time.

1.5 MODIFICATIONS TO THIS RULE BOOK

- 1.5.1 WLES may amend or add to these Rules at any time, providing Participants with thirty days' prior notice. Notices will be provided to Platform Coordinators and Compliance Contacts via email. Where WLES deems appropriate, Participants may be provided with longer notice periods, or advised of a specific effective date for a Rule amendment or addition.
- 1.5.2 Where WLES reasonably determines that a change is likely to have a significant operational impact on Participants, WLES will implement a consultation process seeking feedback on proposed changes ahead of final revisions being communicated. Platform Coordinators and Compliance Contacts will be notified via email of any such consultations and invited to respond.

- 1.5.3 WLES reserves the right to make a change to the Rule Book at any time, without prior notice, where such change is required by law or regulation, or, where, in WLES' view, acting reasonably at all times, such change is required or expected by a Competent Authority. Any changes of this nature will be notified to Participants as soon as reasonably practicable after the change is made.
- 1.5.4 WLES may make non-material Rule Book changes at any time, e.g. corrections to typographical errors, without notice.

1.6 WLES GLOBAL-FX

- 1.6.1 The WLES GLOBAL-FX is comprised of:
 - Global-FX Trading; this Trading Segment includes RFQ and RFS mechanisms such as Benchmark and Algo resting Orders and
 - Central Limit Order Book Systems (CLOB)
- 1.6.2 Trading Segment are governed by the rules applicable to the WLES GLOBAL-FX as a whole, and rules specific to that Trading Segment.
- 1.6.3 Participants must comply with the rules applicable to the WLES GLOBAL-FX as a whole.

1.7 FINANCIAL INSTRUMENTS ADMITTED TO TRADING.

1.7.1 Trading on the WLES GLOBAL-FX is offered in the Financial Instruments listed in the following table:

Trading Segment	Financial Instrument	
Global-FX Trading	FX forwards (outrights), FX swaps, FX NDFs, FX options	
	Precious Metal Spot, Forward (Outright) and Options.	

- 1.7.2 These Financial Instruments are admitted in various currency pairs or FX Instruments; the current list is available in the documentation maintained on the WLES GLOBAL-FX Website.
- 1.7.3 The term FX Instrument is used to denote a specific tenor and currency pair within a Financial Instrument.
- 1.7.4 The admission or removal of a Financial Instrument or an FX Instrument is at the discretion of WLES.
- 1.7.5 The Instrument Lists and any changes to such lists are published on the WLES GLOBAL-FX Website.

1.8 ELECTRONIC COMMUNICATIONS

1.8.1 Participants agree that WLES may provide relevant information in respect to WLES and the WLES GLOBAL-FX via any electronic means (including, without limitation, via e-mail and websites, including via_Compliance Reporting Platform Portal).

1.9 PARTICIPANT FEEDBACK/GRIEVANCES

- 1.9.1 Participants wishing to discuss their level of service with WLES, or any other matters of concern, should discuss the matter in the first instance with their WLES relationship manager, who will relay the same internally within WLES as appropriate.
- 1.9.2 Queries of a regulatory nature or market conduct concerns should be addressed compliance@wles.in
- 1.9.3 The process for notifying WLES formally of any complaints is available on the WLES GLOBAL-FX Website.

Chapter 2 Admission Criteria

2.1 ADMISSION

- 2.1.1 Admission to the WLES GLOBAL-FX is subject to WLES due diligence checks on Participants, the Participant's compliance with the Eligibility and Operational Criteria set out in this Chapter, and the Participant's execution of the Participant Agreement (including the commitment to abide by the Rule Book).
- 2.1.2 Participants agree to provide information and or documentation to WLES that is necessary to comply with anti-money laundering laws and regulations in India.
- 2.1.3 Participants that do not provide the information required, either during the on-boarding process with WLES, or at a later stage where information is required to enable WLES to perform ongoing due diligence, whether or not specifically requested, will not be permitted to access the WLES GLOBAL-FX. Participant shall be responsible at all times to keep all information current, complete and accurate.
- 2.1.4 Participants are responsible for keeping information already provided up-to-date.
- 2.1.5 Participants may submit and update their information through www.my.wles.in Compliance Reporting Platform Portal.

2.2 ELIGIBILITY CRITERIA

- 2.2.1 Any firm wishing to become a Participant of the WLES GLOBAL-FX must meet the Eligibility Criteria described in this Section.
- 2.2.2 Participants must also satisfy the Operational Criteria described in Section 2.3 below on an on-going basis.
- 2.2.3 Participants must be deemed to be fit and proper, must act with honesty and integrity at all times, and must be of sufficiently good repute.
- 2.2.4 Participants must ensure their Users have a sufficient level of trading ability, skill, competence and experience to conduct activities on the WLES GLOBAL-FX.
- In particular, as a minimum, Participants must ensure their Users are sufficiently trained in the application of this Rule Book, relevant Market Abuse regulations, e.g. the FX Global Code.Participants may be asked to provide evidence to confirm that their Users have completed this training (see Operational Criteria below).
- 2.2.6 Participants must provide necessary documentation during both the application process and during the terms of the Participant Agreement as prescribed by WLES from time to time.
- 2.2.7 Participants must ensure that they have sufficient resources for the role they are to perform in

- meeting the operational requirements of using the WLES GLOBAL-FX and for guaranteeing settlement of transactions.
- 2.2.8 Participants must, where applicable, have adequate organisational arrangements commensurate with meeting their own regulatory obligations.
- 2.2.9 Participants must have in place adequate systems and controls to ensure their on-going compliance with these Rules and management of their trading activities.
- 2.2.10 Participants wishing to access the WLES GLOBAL-FX via the WLES API must have the technical ability to install and use the API to access the WLES GLOBAL-FX. WLES shall not be responsible for any errors, omissions or losses arising due to improper installation.
- 2.2.11 Participants must ensure they meet any local regulatory requirements with respect to trading Financial Instruments on the WLES GLOBAL-FX, including ensuring that their Users hold the correct regulatory approvals where relevant.
- 2.2.12 Participants accessing the Platform outside India, must also meet the eligibility criteria and comply with the Rules and Regulations with the respective Jurisdiction.
- 2.2.13 Additional eligibility requirements in relation to the Global-FX Trading Segment are set out in Section 12.8.
- 2.2.14 Participants must supply any information requested by WLES to enable monitoring of Participants' responsibilities in relation to Eligibility and Operational Criteria. Participants that fail to submit the information required or instances of non-compliance with the criteria specified will be subject to the disciplinary process described in Section 7.3.
- 2.2.15 Participants must not be prohibited from using WLES GLOBAL-FX for any reason whatsoever.
- 2.2.16 Participants must satisfy any other criteria that WLES may reasonably require from time to time.

2.3 OPERATIONAL CRITERIA

- 2.3.1 As a condition of pre-onboarding due diligence and ongoing access to the GLOBAL-FX, Participants must provide certain items of information by emailing the information to onboarding@wles.in. Further information is detailed in the WLES GLOBAL-FX Supplementary Annexure. Specific details of information required will be communicated during the pre-onboarding process and may include documents describing:
 - pre-trade controls on price, Volume and value of Orders and OTDs, and usage of the system;
 - post-trade controls on trading activity;
 - qualifications required of staff in key positions (i.e. Users); and
 - Participant policy on the use of the kill switch functionality.
- 2.3.2 Participants using an API to access the WLES GLOBAL-FX are required to undertake conformance testing using the WLES GLOBAL-FX testing facilities to ensure that the functioning of their trading

systems, algorithms and trading strategies properly communicate and interact with, and are in compliance with the WLES GLOBAL-FX's conditions, prior to the deployment or a substantial update of:

- access to the WLES GLOBAL-FX's system; and
- the Participant's trading system, trading algorithm or trading strategy.
- 2.3.3 The WLES GLOBAL-FX conformance testing environment is separated from the production environment.
- 2.3.4 Participants are reminded to upload their information proactively through the <u>Compliance Reporting</u>

 <u>Platform portal</u> and to keep that information accurate and up-to-date.
- 2.3.5 WLES will maintain records of compliance with these requirements, assessments performed and any follow up activities, for at least seven years.

2.4 PLATFORM COORDINATOR

- 2.4.1 Participants must appoint a Platform Coordinator responsible for managing each User's access to the WLES GLOBAL-FX.
- 2.4.2 The Platform Coordinator acts as the main contact for WLES to help resolve issues. Further information on Platform Coordinator responsibilities is included in the WLES GLOBAL-FX Supplementary Annex.
- 2.4.3 Participants must provide the WLES Help Desk with up-to-date contact and location details so that WLES is able to contact the Platform Coordinator directly. Any changes to the Platform Coordinator details must be provided to WLES in writing as soon as reasonably practicable and immediately upon the previous Platform Coordinator no longer having those responsibilities or no longer in employment for the Participant concerned.
- 2.4.4 If the Platform Coordinator provided is the same person as the Compliance Contact, Participants must appoint a second person as an alternate Platform Coordinator to ensure continuity.
- 2.4.5 Participants must ensure that Platform Coordinators identify the Compliance Contact and the GLOBAL-FX Group Administrator and provide their contact details to WLES.
- 2.4.6 Participants must ensure that the Platform Coordinator or a delegate is always contactable when the WLES GLOBAL-FX is being accessed by User(s) at a Site from any Trading Group they are responsible for. In the event that WLES is unable to contact the appointed Platform Coordinator, the Compliance Contact or Group Administrator will be contacted for assistance.
- 2.4.7 The Platform Coordinator for remote-monitored Sites has the same responsibilities as for a manned Site.

2.5 COMPLIANCE CONTACT

- 2.5.1 Participants must appoint a Compliance Contact for WLES to contact in the event of regulatory enquiries or to advise of updates to these Rules.
- 2.5.2 Participants must provide details of their nominated Compliance Contact during the onboarding process and must notify their WLES relationship manager of any changes to such details.

Chapter 3 Participant Access and Responsibility

3.1 ACCESS

- 3.1.1 Participants may only connect to the WLES GLOBAL-FX using a connection method permitted by WLES; these are described more fully in the Rules
- 3.1.2 Participants must ensure that they will only permit Users that they have authorised to access the WLES GLOBAL-FX.
- 3.1.3 Participants are responsible for the actions of their Users, including ensuring that Users hold all necessary authority to commit to Transactions, and for all trading activity conducted by their Users on the WLES GLOBAL-FX, irrespective of connectivity and the means of accessing the WLES GLOBAL-FX.
- 3.1.4 Participants must ensure that their Users:
 - never access the WLES GLOBAL-FX under the profile identifier of another User;
 - only access the WLES GLOBAL-FX using their own User ID and password;
 - never disclose login information to another person; and
 - lock, log off or shut down unattended platforms.
- 3.1.5 Where any User has been found to be guilty of any activity set out in Section 3.1.4 above, such User shall be subject to disciplinary proceedings as set out in Section 7.3.

3.2 PASSWORD SHARING – DISCIPLINARY ACTION

3.2.1 Users found to be sharing passwords will be subject to disciplinary proceedings as set out in Section 7.3. WLES may at any time revoke, suspend, limit conditions, restrict or qualify a Participant or User's ability to access the WLES GLOBAL-FX if, in the sole discretion of WLES, such action is in the best interests of the WLES GLOBAL-FX. If any such actions are taken, WLES will notify the Participant of the reason(s) for such actions.

3.3 REMOTE SITES

- 3.3.1 Participants may allow remote-manned use of WLES APIs if the Participant ensures that the API applications in use at the remote Site are at all times monitored and managed from that remote monitoring Site.
- 3.3.2 If a remote Site is used for WLES API applications, Participants must ensure that any WLES API applications can be restarted and reconnected in the event of a disconnection and retested when changes are applied.

- 3.3.3 Participants must ensure their remote management functionality includes the capability to disable the WLES API applications, including cancelling all Orders, disconnecting or logging the User off, and to reset its FX sequence numbers.
- 3.3.4 If a Participant wishes to access the WLES GLOBAL-FX solely from a WLES API at a given Site, the Participant must have a method of credit management from their primary Site.
- 3.3.5 At least five business days before commencing remote-manned use of WLES API applications, Participants must provide the Helpdesk with written contact details of each permitted remotemonitoring Site, including its hours of operation for each time zone in which they operate.
 Participants shall ensure that there is no gap in coverage with respect to each time zone.
- 3.3.6 Participants must have appropriate technical support staff to support any implementations.

3.4 CANCELLATION OF SERVICE

- 3.4.1 Participants are required to meet their continuing obligations described in these Rules, until such access to the WLES GLOBAL-FX is terminated in accordance with the Participant Agreement. If any Transactions become subject to a dispute or regulatory investigation after termination of WLES GLOBAL-FX access, these Rules will continue to apply whilst any such dispute or investigation is resolved.
- 3.4.2 The requirement for Participants to maintain activity records continues for a period of ten years from the record date, irrespective of the date access to the WLES GLOBAL-FX is terminated.
- 3.4.3 Participants remain responsible for the settlement of any executed Orders placed, and all its other obligations under the Rule Book incurred, prior to access to the WLES GLOBAL-FX being terminated.

3.5 OTHER ONGOING OBLIGATIONS

- 3.5.1 Participants must have adequate internal procedures and controls and be in a position to provide information relating to those arrangements if requested by WLES at any time.
- 3.5.2 Participants must have adequate and appropriate Order management, execution and settlement arrangements in place at all times.
- 3.5.3 Participants must always maintain sufficient credit lines with their trading counterparties .
- 3.5.4 Participants must notify their WLES relationship manager of any changes to their entity name or contact details as soon as these changes are known, or where relevant, update that information specifically in Compliance Portal as described in Section 1.2.

- 3.5.5 Participants must advise WLES without delay of any bankruptcy, insolvency or administration affecting that Participant by sending an email to compliance@wles.in.
- 3.5.7 Participants must provide any information, data, records or audit trails requested by WLES in connection with an investigation into a breach of these Rules.
- 3.5.8 Participants must comply with all technical requirements of the GLOBAL-FX as notified by WLES and must not engage in activities or practices that might have a negative consequence on the operations of or integrity of the WLES GLOBAL-FX.

3.6 INDEMNITY

3.6.1 The Participant hereby agrees to indemnify and hold WLES free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs, relating to, resulting from or in any way arising out of the Participant possession, maintenance, use, operation or output of the WLES GLOBAL-FX or any part thereof or any content, data including any third party data available on the WLES GLOBAL-FX Website; and/or the condition, loss, damage or destruction of any part of the WLES GLOBAL-FX (including any liability under the doctrine of "strict liability" or "product liability"), as well as any issues arising out of regulatory, tax, government, exchange and compliance approvals relating to its financial markets trading and related operations and/or use of the WLES GLOBAL-FX; and/or against any claim for alleged infringement of any intellectual property rights of any third party, arising out of the use of the WLES GLOBAL-FX by the Participant in any manner not expressly permitted by this Rule Book.

3.7 LIMITATION OF LIABILITY

3.7.1 WLES does not control the transfer of data over communications facilities, including the internet and that the WLES GLOBAL-FX may be subject to limitations, delays and other problems inherent in the use of such communications facilities. WLES does not warrant nor make any representations regarding the use or the results of the use of the documentation, other material information, user personal information, third party data, software products, facilities, services or other content on or made available on the WLES GLOBAL-FX Website or any web sites linked to the WLES GLOBAL-FX Website in terms of their correctness, accuracy, reliability, or otherwise. WLES makes no warranties that the use of documentation, other material information, user personal information, software products, facilities, services or other content on the WLES GLOBAL-FX Website or any other website will not infringe the rights of others and WLES assumes no liability or responsibility for errors or omissions in such documentation, user personal information, data, user confidential information, other material

information, software products, facilities, services or other content on the website or any other website. WLES assumes no liability or responsibility for (i) any unauthorized access to or use of any and all documentation, user personal information, user confidential information and/or financial information stored therein, (ii) any interruption or cessation of transmission to or from the website, (iii) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party. WLES also disclaims any third-party liability that may arise due to any use of the aforesaid third-party data, software products, facilities, services or other content on or made available on the WLES GLOBAL-FX Website. The Participant and User shall be solely responsible for any third-party liability for use of any such third-party data or information available on the website. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply, the above exclusions will apply only to the extent permitted by applicable law. The warranties contained in these terms are in lieu of all other warranties or conditions, express or implied, including, without limitation, those of merchantability or fitness for a particular purpose. In no event shall WLES be liable for damages, direct or indirect, including incidental or consequential damages (including loss of profits) suffered by the Participant, User or other third party arising from the use or the inability to use the software products, failure to perform any obligation under these terms or breach of warranty or breach of contract, negligence or any other legal cause of action regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if WLES has been advised of the possibility of such damages.

3.8 PROPRIETARY INFORMATION AND DISCLOSURE OF INFORMATION

- 3.8.1 Participants agree that Participants and Users shall not disclose to any third party any information relating to WLES, that may be disclosed or submitted to it, or which it learns during the subsistence of its use of WLES GLOBAL-FX or at any time thereafter, orally, in writing or by any other means, including but not limited to WLES GLOBAL-FX ("**Proprietary Information**") without the prior written consent of WLES.
- 3.8.2 During the course of use of the WLES GLOBAL-FX, WLES may obtain or learn about Participant or User confidential information ("User Confidential Information"). WLES agrees that (i) User Confidential Information is made available on a limited use basis solely in connection with this Rule Book; (ii) it will advise its employees to whom User Confidential Information is disclosed of their obligations under this Rule Book; and (iii) it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure of User Confidential Information to any unauthorized person or entity.
- 3.8.3 Participants and Users agree that the Proprietary Information of WLES shall be granted the same level of protection as would be granted by a person of reasonable prudence and in any event the level of such protection shall be no less than that afforded by the Participant and User for its own proprietary or confidential information.
- 3.8.4 Any misuse or unauthorized use or disclosure of WLES's Proprietary Information may be actionable as a violation of the WLES's rights including but not limited to its trade secret rights, intellectual property

rights and other rights that WLES may have under applicable laws.

- 3.8.5 Unless otherwise expressly authorized, WLES, Participant and the User agree (i) to use the Proprietary Information only for the purposes described herein; (ii) not to reproduce the Proprietary Information and to hold in confidence and protect the Proprietary Information from dissemination to, and use by, any third party; (iii) not to create any derivative work from Proprietary Information disclosed; (iv) to restrict access to the Proprietary Information to such personnel who have a need to have access to such Proprietary Information for the purpose of discharging obligations and who have been advised of and are bound to treat such Proprietary Information as confidential in accordance with this Rule Book (v) to return or destroy all Proprietary Information of WLES in its possession if requested by WLES in accordance with this Rule Book.
- 3.8.6 These terms of disclosure of information shall not apply to Proprietary Information or User Confidential Information, as the case maybe, which Participant, User or WLES, respectively can, by providing documentary proof demonstrate that such information was (i) in the public domain as of applicability of these terms through no fault of the Participant, User or WLES, as the case maybe, directly or indirectly; or (ii) independently developed by the Participant, User or WLES, as the case maybe prior to the applicability of these terms; or (iii) rightfully received by the Participant, User or WLES, as the case maybe, from a third party not under an obligation of confidentiality to the other parties, as the case maybe with respect thereto; or (iv) required to be disclosed by court order of a court of competent jurisdiction, in which case, Participant, User or WLES, as the case maybe, shall provide the other party, as the case maybe, with written notice of any legal process involving the Proprietary Information or User Confidential Information, as the case maybe, within Seven (7) days of the receipt of such court order and shall limit the disclosure of Proprietary Information or User Confidential Information, as the case maybe, to such extent as is absolutely necessary under such court order.
- 3.8.7 WLES shall be entitled to redistribute the data collected in real time or otherwise to other data vendors, without disclosing Participant or User's name or identity and Participant and User, respectively, provide unconditional consent in perpetuity in respect of the same and hereby confirms that WLES is not required to obtain any consent from a third party in this regard.
- 3.8.8 Participant and User further agree and accept that WLES may disclose User Confidential Information including data stored on the WLES GLOBAL-FX to any governmental authority or regulator in accordance with applicable laws if required by such governmental authority or regulator and such disclosure shall not be deemed to be a breach of WLES's obligations under this Rule Book.

3.9 FORCE MAJEURE

3.9.1 WLES shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

Chapter 4 Trading Rules

4.1 GENERAL

- 4.1.1 The WLES GLOBAL-FX is available for trading as follows:
 - Transactions may take place from the start of Monday trading day (Indian Standard Time oo:30) to the start of Saturday (Indian Standard Time o4:30). 30 minutes before trading begins the trading system is available for Participants to connect to, but in a no-trading mode;
 - All clocks and timestamps are based on Indian Standard Time (IST).
- 4.1.2 Participants are responsible for ensuring that all open Orders are cancelled before they log off or disconnect from the WLES GLOBAL-FX.
- 4.1.3 All open Orders are cancelled when the WLES GLOBAL-FX session is closed at the end of trading (Americas) on Friday of each week.
- 4.1.4 When trading on the WLES GLOBAL-FX, Participants must comply with the operational, procedural and technical requirements of the WLES GLOBAL-FX systems and networks specified by WLES.
- 4.1.5 For both Transaction and Trade Reporting purposes, the execution time reported will be the WLES GLOBAL-FX execution timestamp and not the Participant's timestamp.

4.2 MARKET MAKING AGREEMENTS

- 4.2.1 Participants must notify WLES if they are required to enter into a Market Making Agreement by contacting their WLES relationship manager and by notifying compliance@wles.in via email.
- 4.2.2 WLES will enter into a Market Making Agreement with a Participant.
- 4.2.3 If WLES believes that a Participant is required to enter into a Market Making Agreement, and such Participant has not entered into a Market Making Agreement, WLES may suspend that Participant's access to the WLES GLOBAL-FX until such agreement has been executed.

4.3 ALGORITHMIC TRADING

- 4.3.1 Participants must provide WLES with their Algorithmic Trading strategy names during the onboarding process.
- 4.3.2 Participants must identify algorithms using a unique, consistent and persistent code.
- 4.3.3 WLES may make this information relating to Algorithmic Trading available to the RBI upon request.
- 4.3.4 Participants must test their Algorithmic Trading functionality using the WLES GLOBAL-FX test environment; this contains:

- simulation facilities which reproduce as realistically as possible the production environment, including disorderly trading conditions;
- functionalities, protocols and structure that allow Participants to test a range of scenarios relevant to their WLES GLOBAL-FX activity;
- testing symbols; and
- effective separation of the testing environment from the production environment.
- 4.3.5 Participants must certify in writing that the algorithms they deploy have been tested to avoid contributing to or creating disorderly trading conditions prior to the deployment or substantial update of a trading algorithm or trading strategy and explain the means used for that testing. Such certifications may take the form of a PDF document that Participants can design themselves. A template will also be made available on Compliance Reporting Platform for Participants to use if they prefer.
- 4.3.6 Participants must upload their testing certifications proactively to <u>Compliance Reporting Platform</u> and must reconfirm their certification in respect of their algorithms annually.
- 4.3.7 Before deploying a trading algorithm, Participants must set predefined limits on:
 - the number of Financial Instruments or FX Instruments being traded;
 - the price, value and numbers of Orders;
 - the strategy positions; and
 - · the number of Trading Venues, including the WLES GLOBAL-FX, to which Orders are sent.
- 4.3.8 Participants must stress test their Algorithmic Trading Systems annually, including:
 - running high messaging Volume tests using the highest number of messages received and sent by the Participant during the previous six months, multiplied by two; and
 - running high Transaction Volume tests, using the highest Volume of trading reached by the Participant during the previous six months, multiplied by two.
- 4.3.9 Pre-trade controls applicable to Participants of the WLES GLOBAL-FX using Algorithmic Trading Systems are described in Section 5.4.
- 4.3.10 Participants must set market and credit risk limits based on their capital base, their settlement arrangements, their trading strategy, their risk tolerance, experience and other relevant variables, such as the length of time they have been engaged in Algorithmic Trading and their reliance on third party vendors. Participants must adjust their market and credit risk limits to account for the changing impact of their Orders on the relevant Trading Segment due to different price and liquidity levels.
- 4.3.11 Participants must automatically block or cancel Orders submitted by Users if they become aware that that User does not have permission to trade a particular FX or Financial Instrument. Participants must also automatically block or cancel Orders where those Orders may compromise their risk thresholds. In addition, controls must be applied, where appropriate, on exposures to individual clients, Financial Instruments, FX Instruments, Users, trading desks, or the Participant as a whole.

- 4.3.12 Participants must have procedures and arrangements in place for dealing with Orders that have been blocked by their pre-trade controls, but which they nevertheless wish to submit. Such procedures and arrangements must be applied in relation to a specific trade on a temporary basis and in exceptional circumstances. They must be subject to verification by the Participant's risk management function and authorised by a designated individual within that Participant.
- 4.3.13 Participants must, during the hours they are sending Orders to the WLES GLOBAL-FX, monitor in real time all Algorithmic Trading activity that takes place under their trading codes, for signs of disorderly trading.
- 4.3.14 The real-time monitoring of Algorithmic Trading activity must be undertaken by the User in charge of the trading algorithm or Algorithmic Trading strategy, by the risk management function, or by an independent risk control function established for the purpose of this provision. Such risk-control function should be considered to be independent, regardless of whether the real-time monitoring is conducted by a member of staff of the Participant or by a third party, provided that that function is not hierarchically dependent on the User and can challenge the User as appropriate and necessary within the Participant's governance framework.
- 4.3.15 Staff members in charge of real-time monitoring should respond to operational and regulatory issues in a timely manner and should initiate remedial action where necessary.
- 4.3.16 Participants must ensure that the WLES GLOBAL-FX has at all times access to staff members in charge of real-time monitoring. For that purpose, Participants must identify and periodically test their communication channels, including its contact procedures for out of hours trading, to ensure that in an emergency, the staff members with the adequate level of authority may reach each other in time.
- 4.3.17 Participant systems for real-time monitoring should have real-time alerts to assist staff in identifying unanticipated trading activities undertaken by means of an algorithm. Participants must have a process in place to take remedial action as soon as possible after an alert has been generated, included, where necessary, an orderly withdrawal from the market. Those systems should also provide alerts in relation to Orders generated by algorithms triggering mechanisms to manage volatility in respect of the WLES GLOBAL-FX. Real-time alert should be generated within five seconds of the relevant event.

4.4 RECORD KEEPING

- 4.4.1 As a matter of best practice, Participants should keep records of their Order and Transactions activity for the purposes of this Section, adequate to meet compliance with their regulatory record keeping obligations. Participants are required to maintain those records for a minimum of ten years.
- 4.4.2 Further, in the event of any investigation by the RBI or any other authority as required under the laws of India, the data sought for such investigation shall be maintained for an additional period of three years from the date of completion of the investigation.
- 4.4.3 In addition to the Personal Data for Investment Decision Makers and Executing Users, all Participants

must provide all the relevant fields required for Order record keeping purposes to WLES, including:

- the trading capacity of the executing Participant and
- the client entity on whose behalf the Participant submitted the Order to the WLES GLOBAL-FX where the Participant is trading as agent (to be provided at Order entry).
- 4.4.4 WLES may record and maintain records of telephone conversations between Participants and the Helpdesk. These records will be kept for a minimum of ten years. The retention period will commence on the date that the record is created. Records will made available to Participants upon request and will be presented in the same language used when in dialogue with that Participant. All recordings will be stored in a durable medium, which allows them to be replayed or copied and will be retained in a format that does not allow the original record to be altered or delayed.

Chapter 5 Fair and Orderly Markets

5.1 GENERAL

- 5.1.1 The WLES GLOBAL-FX has transparent and non-discretionary rules and procedures for fair and orderly trading and objective criteria for the efficient execution of Orders. These are described more fully in the relevant Trading Segment Chapter of this Rule Book.
- 5.1.2 WLES may undertake a number of actions in order to maintain orderly and proper markets from time to time, without limitation, including:
 - a) the suspension or restriction in some way of business on the WLES GLOBAL-FX or any related systems;
 - b) the closure of the WLES GLOBAL-FX for any period;
 - c) the cancellation or amendment of any Transaction(s) carried out on the WLES GLOBAL-FX; and/or
 - d) the suspension of Participant access rights and/or termination of the Participant Agreement.

This is irrespective of whether these actions result from WLES own determination or are made at the request of a Participant or Competent Authority.

- 5.1.3 Where there is a material disruption in the operation of the WLES GLOBAL-FX, WLES may take steps to restore the proper operation of, and the orderly conduct of business on, the WLES GLOBAL-FX, including:
 - a) terminating or suspending the operation of the WLES GLOBAL-FX in whole or in part;
 - b) suspending trading of, or placing restrictions on, certain FX Instruments;
 - c) cancelling some or all open Orders; and/or
 - d) cancelling or amending some or all Transactions formed during the disruption.
- 5.1.4 WLES shall endeavour to provide prior written notice of any actions taken under Sections 5.1.2 or 5.13 to the extent it is reasonably able to.

5.2 SUSPENSION OF FINANCIAL INSTRUMENTS AND FX INSTRUMENTS

- 5.2.1 WLES may suspend trading in an admitted Financial Instrument in one or more FX Instruments (collectively "Instruments") where it is considered necessary for the maintenance of a fair and orderly market, unless such suspension or removal would be likely to cause significant damage to investors' interests or the orderly functioning of the markets, for instance, if it were likely to create a systemic risk that could undermine financial stability.
- 5.2.2 WLES may further suspend an Instrument where it no longer full fills the criteria described in these Rules.
- 5.2.3 WLES may also be required to suspend Instruments where directed by the RBI or a Competent Authority.

- 5.2.4 In determining whether a suspension or a removal (or an action not to suspend or remove) would be likely to cause significant damage to investors' interests or the orderly functioning of the markets, WLES will consider:
 - a) the relevance of the market in terms of liquidity in the relevant instrument(s);
 - b) whether the action is likely to have a sustained or lasting impact on the ability of investors to trade in that Instrument;
 - c) the knock-on effects of a suspension or removal of sufficiently related derivatives, indices or benchmarks for which the removed or suspended Instrument serves as an underlying or constituent; and
 - d) the effects of a suspension or removal on the interests of market end users who are not financial counterparties, such as entities trading in Instruments to hedge commercial risks.
- 5.2.5 WLES will additionally suspend or remove from trading other derivatives that relate to or are referenced to that Instrument where necessary to support the objectives of the suspension or removal of the underlying Instrument.
- 5.2.6 Where a suspension or removal takes place on another Trading Venue in an Instrument on instruction from a Competent Authority due to suspected Market Abuse, unless such suspension or removal could cause significant damage to investors' interests or to the orderly functioning of the market, WLES may also suspend or remove related Instruments from trading on the WLES GLOBAL-FX. This will be of particular consideration where the Instrument in question relates to a single suspended related Instrument on the other Trading Venue. Where such Trading Venue lifts a suspension, WLES may in its own determination continue to have that Instrument suspended.
- 5.2.7 During suspension of any Instruments, Participants may not submit Orders and no Orders relating to that Instrument shall be executed. All outstanding and unexecuted Orders in a suspended Instrument will be cancelled, and any new Orders will be rejected by the WLES GLOBAL-FX.
- 5.2.8 WLES will make public, via the WLES GLOBAL-FX Website, its decision on the suspension or removal of any Instrument(s), in addition to communicating such decisions to the RBI.
- 5.2.9 WLES may further be required to suspend trading in Instruments, or remove from trading, in response to any product intervention measures determined by the RBI. Such decisions will be published by the RBI on its website.

5.3 CAPACITY AND RESILIENCE

5.3.1 WLES will immediately make public via the WLES GLOBAL-FX Website and report any severe trading interruptions not due to market volatility, and any other material connectivity disruptions, to the RBI, other relevant Competent Authorities and Participants.

5.4 PARTICIPANTS' PRE-TRADE CONTROLS FOR ALGORITHM AND API USERS

- 5.4.1 All Participants are required to implement their own pre- and post-trade controls
- 5.4.2 As a minimum, Participants must apply the following pre-trade controls on all Order entry for all FX Instruments in real-time as follows:
 - a) price range, which automatically block or cancel Orders that do not meet set price parameters differentiating between Financial Instruments, both on an Order-by-order basis and over a specified period of time;
 - b) maximum Order Sizes, which prevent Orders with an uncommonly larger Order size from being submitted into the system;
 - c) maximum messages limits, which prevent sending an excessive number of messages to Order books pertaining to the submission, modification, or cancellation of an Order.

5.5 PARTICIPANTS' POST-TRADE CONTROLS

- 5.5.1 Participants must implement and continuously operate post-trade monitoring consistent with their own regulatory requirements in order to monitor for Market Abuse (please refer to Chapter 6) and to prevent disorderly markets. In addition, Participants must monitor their Transactions for Erroneous Trades (see Section 5.7 below).
- 5.5.2 Participants shall ensure that post-trade monitoring is being undertaken by the Users responsible for the Algorithmic Trading System and the risk control function of the Participant.
- 5.5.3 Participants must continuously operate the post-trade controls they have in place. Where a post-trade control is triggered, Participants must undertake appropriate action, which may include adjusting or shutting down the relevant trading algorithm or trading system or an orderly withdrawal from the market.
- 5.5.4 Post-trade controls must include the continuous assessment and monitoring of market and credit risk of the Participants in terms of effective exposures.

5.6 WLES GLOBAL-FX PRE-TRADE CONTROLS

5.6.1 To prevent disorderly trading, WLES has implemented Trading Order Controls ("TOCs") in relation to maximum Order size and Order price tolerance checks. Once triggered, these controls will prevent Orders from being executed. Further details and applicability are set out in the WLES GLOBAL-FX Supplementary Agreement.

5.7 **ERRONEOUS TRADE POLICY** 5.7.1 The purpose of this Section is to bring consistency to how Erroneous Trades are handled across all Participants, encourage best practices to be adopted, and minimise the impact of Erroneous Trades on the WLES GLOBAL-FX community. 5.7.2 It remains the Participant's responsibility to resolve Erroneous Trades and Transaction disputes directly with its trading counterparty. Please also refer to Section 6.3 in these Rules. 5.7.3 Participants must take great care in executing Transactions to ensure that they are accurate and to monitor their Orders to avoid executing Erroneous Trades. 5.7.4 Where Participants, in WLES own determination, execute a large number of Erroneous Trades, such Participants may be subject to disciplinary proceedings. 5.7.5 Executions through the WLES GLOBAL-FX are presumed to be correct and are immediately binding on each relevant Participant upon the system's writing the Transaction into the persistent store in proper electronic form. 5.7.6 All amendments to Transactions executed on the WLES GLOBAL-FX must be agreed with the counterparty and reported to WLES. 5.7.7 Amendments to financial terms of the Transaction may only be made up to T+1, after which they will not be allowed. 5.7.8 After T+1, only amendments to non-financial fields will be allowed. 5.7.9 All cancellations of Transactions executed on the WLES GLOBAL-FX must be agreed by both Participants to the Transaction and communicated to WLES as per Section 5.7.14 below. Cancellations of Transactions will only be accepted up to T+1. Cancellations will be treated as an early full termination of the transaction. 5.7.10 In the absence of cancellation notifications from both Participants, WLES will assume that a dispute exists between the two parties, which Participants must resolve bilaterally. 5.7.11 Participants are reminded of the obligation not to create disorderly markets or commit Market Abuse. All amended Transaction details must remain representative of the state of the market at the time of the original execution time. For further information on Conduct and Integrity, please refer to Chapter 6 of this Rule Book. 5.7.12 Participants should keep a robust audit trail of any communications around Erroneous Trades for

their own audit processes. These records should be kept for a minimum of ten years.

- 5.7.13 To request an amendment or cancellation of a Transaction, Participants should follow the process set out on Compliance Reporting Platform under the following documents:
 - How to cancel or amend a GLOBAL-FX Transaction
- 5.7.14 Exceptions to the cancel and amend process referred to in Section 5.7.14 require prior approval by WLES Compliance

5.8 WLES GLOBAL-FX FEES

- 5.8.1 Details of the WLES GLOBAL-FX fee structures are provided on the Supplementary Agreement
- 5.8.2 WLES is not permitted or authorised by the RBI to hold client money on behalf of Participants.

 Therefore, it is imperative that Participants submit the exact amount of WLES GLOBAL-FX fees. If a Participant overpays any invoice, WLES shall, once identified, refund the overpayment in an appropriate and reasonable timeframe. Alternatively, and where appropriate, WLES shall apply any overpayment to discharge other payments owed by the Participant to WLES. For these purposes, such overpayments are immediately due and payable to WLES, without notice or demand to the Participant.

Chapter 6 Conduct and Integrity

6.1 INTEGRITY

- 6.1.1 Participants must ensure that all Orders are made with a clear and genuine intent to trade.
- 6.1.2 Participants are responsible for monitoring their WLES GLOBAL-FX activity to identify breaches of compliance with these Rules, including identifying suspicions of disorderly trading conditions or conduct that may involve Market Abuse, and for reporting any breaches or concerns identified to compliance@wles.in.
- 6.1.3 Participants must ensure all Orders are entered correctly.
- 6.1.4 Participants using Algorithmic Trading strategies to access the WLES GLOBAL-FX must monitor the algorithms to ensure compliance with these Rules, preventing disorderly trading conditions and abusive market behaviour, and must report system malfunctions or breaches to compliance@wles.in.

6.2 PROHIBITED PRACTICES

- 6.2.1 The following types of behaviour (collectively described as "abusive conduct"), whether intentional, accidental, manual or automated, and whether they occur individually, or in collusion with others, are prohibited on the WLES GLOBAL-FX:
 - a) committing any act or course of conduct that creates, or is likely to create, a false or misleading impression of the market in, or the price, supply or value of, any FX Instrument traded on the WLES GLOBAL-FX, or any FX Instrument, benchmark or reference, whose value depends on that FX Instrument including using layering and spoofing strategies;
 - b) submitting fictitious Orders, i.e. with a fictitious quantity or price, or entering into, or attempting to enter into, artificial Transactions;
 - c) committing any act or engaging in any course of conduct that causes, or contributes to, a breach of these Rules by another Participant;
 - d) effecting a pre-arranged Transaction that is designed to give the market a false view of supply, demand or pricing of an FX Instrument;
 - credit manipulation, for example, adjusting credit limits with other Participants on a temporary basis, with the purpose of entering Orders that cannot be traded in order to give a false view of the current market;
 - f) dealing in FX Instruments based on confidential information about impending events or transactions in those Instruments;
 - g) committing any act of deception, fraud, or contrivance in relation to the use of the WLES GLOBAL-FX, or to any markets, benchmarks, or references whose values depend on FX Instruments admitted to the WLES GLOBAL-FX;

- any activity whatsoever that could be interpreted by a Competent Authority or Law Enforcement
 Agency as a breach of abusive conduct laws or regulations or defined as Market Abuse or
 equivalent under global regulations; and
- i) committing any act that is likely to damage the fairness or integrity of the markets available on the WLES GLOBAL-FX.
- 6.2.2 It is also prohibited to encourage another party to conduct these types of behaviour.

6.3 DISPUTES

- 6.3.1 Participants must act with integrity and mutual respect to resolve disputes directly with their counterparty promptly, including agreeing Transaction cancellations and amendments.
- 6.3.2 All disputes arising between Participants, Users inter-se or with third parties must be amicably resolved, in case of spot transaction T+1 and any other transaction within three working days.

6.4 SECURITY

- 6.4.1 Participants must determine their own security systems and procedures to be used atits Site; however, as a minimum, Participants should ensure Users:
 - a) log on using the initial password, then change it to the one they wish to use;
 - b) do not automate the password logon process unless connecting via an API;
 - c) change their password regularly;
 - d) use only their password and User identifier and not any other User's password or identifier; and
 - e) do not disclose their password to any other person.
- 6.4.2 If a Participant is accessing the WLES GLOBAL-FX via a WLES GUI application, Participants should ensure Users log off the WLES GUI application whenever leaving the keyboard unattended or before detaching or disconnecting from the WLES GLOBAL-FX.

Chapter 7 Investigations, Sanctions and Appeals

7.1 MONITORING

- 7.1.1 WLES will monitor Participants' activity on the WLES GLOBAL-FX to identify breaches of compliance with this Rule Book, including identifying disorderly trading conditions or abusive conduct (as defined in Section 6.2). WLES will comply with its regulatory obligations to report suspicious activity to the relevant Competent Authority or Law Enforcement Agency.

7.2 INVESTIGATIONS

- 7.2.1 Participants must cooperate with WLES, and the RBI and any other relevant Competent Authority or Law Enforcement Agency in any regulatory investigation, including facilitating the monitoring of compliance with conduct rules, in an open and honest manner and promptly provide either soft or hard copies of data or records upon request.
- 7.2.2 WLES has a regulatory obligation to report significant Rule Book breaches, disorderly trading conditions and suspicions of Market Abuse to the RBI and any other relevant Competent Authority or Law Enforcement Agency.
- 7.2.3 WLES will assist any Competent Authority or Law Enforcement Agency in any investigation of Market Abuse or fraudulent conduct as requested. In this respect, WLES may disclose any information, data or documents received from any Participant in connection with its use of the WLES GLOBAL-FX to any Competent Authority or Law Enforcement Agency where these are required in connection with an investigation, inquiry or proceedings by such authority.
- 7.2.4 Except for where stated in Section 7.2.3 above, WLES will treat all Participant information, data and Personal Data relating to the WLES GLOBAL-FX as confidential.

7.3 SANCTIONS

7.3.1 Where appropriate, and in its absolute discretion, WLES may refer instances of breaches and suspected breaches of these Rules to the WLES Disciplinary Committee for consideration.

Participants will be notified of any such referrals by the Secretary of the WLES Disciplinary Committee as soon as is reasonably practicable.

- 7.3.2 In the interests of maintaining a fair and orderly market, the WLES Disciplinary Committee may impose any of the following sanctions with respect to any breaches of this Rule Book at its discretion:
 - verbal warning
 - written warning
 - temporary suspension
 - termination of access to the WLES GLOBAL-FX.
- 7.3.3 WLES may publish, with or without disclosing the identity of the Participant concerned, in part, in summary, or in full, findings of the WLES Disciplinary Committee, or its Appeals Panel, where it believes that to do so would be of assistance to the market.

7.4 APPEALS

7.4.1 All appeals against the findings of the WLES Disciplinary Committee must be addressed in writing within five business days of notification of the sanction to the General Counsel, Europe, WLES at the following address:

WLES Legal Department Kalpataru Inspire, 8th Floor, Santacruz (E), Mumbai: 400055 India

The name of the Participant, the individual User, the decision appealed against and the date of the decision must be clearly stated.

7.5 OTHER RIGHTS OF WLES TO SUSPEND OR TERMINATE ACCESS

7.5.1 WLES has the right to suspend or terminate a User's access to the WLES GLOBAL-FX if WLES determines that the User's API is responsible for impacting the normal operation, performance, or quality of the WLES GLOBAL-FX, in any respect. Prior to doing this, however, WLES will make every reasonable effort to notify the appropriate Platform Coordinator in advance. If WLES stops a User or a WLES API application from trading, the Participant will still be responsible for all open Orders executed as Matches, or confirmed accepted OTDs, before or after that User was disabled.

- 7.5.2 WLES further has the right to suspend or terminate any WLES API connection that is not executing in accordance with the FIX Rules of Engagement outlined in WLES Global-FX FIX API Guide which is available Compliance Reporting Platform.
- 7.5.3 Unauthorised use of the Real-time Matching Market Data ("Market Data Feed") will result in the suspension of a Participant's Market Data Feed and access to the WLES GLOBAL-FX.
- 7.5.4 Participants using a WLES API are authorised to connect to specific servers (IP addresses) within the distribution network provided by WLES. Any unauthorised access to components within the distribution network is strictly prohibited. WLES may suspend or terminate access for any Participants found to be in breach of such connection Rules.
- 7.5.5 Where WLES suspends or terminates access to a WLES API or to the WLES GLOBAL-FX under this Section, it will notify Participants of the reasons for such suspension or termination.

Chapter 8 Contractual Obligations

8.1 TRANSACTIONS

- 8.1.1 Participants are legally bound to a Transaction with their counterparty from the time that the price and any other key commercial terms have been agreed, as described more fully in the WLES GLOBAL-FX Supplementary Agreement.
- 8.1.2 In the event of any uncertainty between Participants as to when and if such Transaction has been agreed upon, the existence of the Transaction (and its terms) as written in the database of the WLES GLOBAL-FX systems shall be the final authority in determining whether a purported Transaction has become a binding obligation.

8.2 PARTICIPANT AGREEMENTS

- 8.2.1 The WLES GLOBAL-FX Rule Book represents an offer made by WLES to provide Participants with access to the WLES GLOBAL-FX. As consideration for this access, the Participant will pay any WLES GLOBAL-FX fees as applicable, abide by these Rules and contribute to the level of trading activity on the WLES GLOBAL-FX.
- 8.2.2 Participants will be deemed to have accepted and be bound to the WLES GLOBAL-FX Rule Book by signing a Participant Agreement. WLES may enforce these Rules directly against Participants.
- 8.2.3 By logging into the WLES GLOBAL-FX for the first time, any Participants shall also be deemed to have accepted and be bound to these Rules.

Chapter 9 Confirmation, Settlement and Clearing

9.1 TRANSACTION CONFIRMATIONS

9.1.1 Participants are responsible for ensuring the prompt exchange and processing of Transaction confirmations directly with their counterparties in accordance with market practice. Failure to settle Transactions will constitute a breach of these Rules.

9.2 SETTLEMENT

- 9.2.1 Participants are responsible for the post-trade settlement of all executed Transactions bi-laterally and are responsible for providing one another with any information or documentation that is reasonably required to complete a Transaction.
- 9.2.2 The WLES GLOBAL-FX systems provide the ability for Participants to enter settlement instructions that are included in Transactions confirmations sent to counterparties.
- 9.2.3 Participants must inform WLES proactively of any difficulties they are experiencing with settlement with counterparties in respect of Transactions concluded on the WLES GLOBAL-FX. In such instances, Participants must contact the Transactions Help Desk to report such difficulties and for further assistance.

9.3 CLEARING

- 9.3.1 Participants are responsible to follow the norm for clearing a transaction, as laid out by RBI from time to time
- 9.3.2 In case of a transaction done on bilateral basis, Participants are responsible for ensuring that Transactions are cleared pursuant to the applicable law. If Participants are required or choose to clear a Transaction, they are responsible for making the necessary arrangements.

Chapter 10 Compliance with the Regulatory Environment

10.1 APPLICABLE LAWS, REGULATIONS AND CODES OF CONDUCT

- 10.1.1 Participants must comply with this Rule Book and with all applicable laws, regulations, codes of conduct and market practice to which Participants are bound in relation to their WLES GLOBAL-FX Activity, including all applicable laws and regulations relating to money laundering, proceeds of crime and any other financial crime legislation.
- 10.1.2 Where WLES is of the view that by continuing to provide the WLES GLOBAL-FX to a Participant it would be at risk of becoming involved in an arrangement which it knows or suspects facilitates the acquisition, retention, use or control of criminal property by or on behalf of another person, it may terminate access to the WLES GLOBAL-FX, either temporarily or permanently, without prior notice and with immediate effect.
- 10.1.3 In addition, Participants must refrain from using the WLES GLOBAL-FX in connection with any activity that is covered under economic sanctions or trade controls restrictions imposed by India at any time. This may mean that certain Participants are unable to access the WLES GLOBAL-FX, or that their use of the WLES GLOBAL-FX is limited. WLES may suspend access to the WLES GLOBAL-FX, where a sanction or restriction relates to certain countries or Participants across all FX Instruments and Transaction types. Where a sanction or restriction is limited to certain kinds of FX Instruments or Transactions, Participants must identify themselves where they may be unable to access the GLOBAL-FX in respect of certain Transactions and implement their own controls to prevent such prohibited Transactions taking place. Failure to comply with this clause may result in termination from the WLES GLOBAL-FX without prior notice and with immediate effect.
- 10.1.4 The table below provides examples of codes of conduct and market practice relevant to the FX trading community. As these are subject to change from time to time, WLES does not warrant or represent as to their validity or applicability. Any relevant codes of conduct or market practices shall not limit a Participant's obligation to comply with this Rule Book.

Examples of Codes of Conduct

Organisation	Document Title
Global Foreign Exchange Committee (GFXC)	FX Global Code & Global Index of Public Registers
European System of Central Banks (<u>ESCB</u>)	Joint Statement on the Publication of the FX Global Code
Australian Foreign Exchange Markets Association (AFMA)	AFMA Code of Conduct
China FX Committee (CFXC)	China FX Code
Hong Kong Treasury Markets Association (<u>TMA</u>)	TMA Code of Conduct and Practice
Foreign Exchange Dealers' Association of India (FEDAI)	FEDAI Addendum to FX Global Code

Organisation	Document Title
Bank Negara Malaysia (<u>BNM</u>)	Code of Conduct For Malaysia Wholesale Financial Markets
Singapore Foreign Exchange Market Committee (SFEMC)	The Singapore Guide to Conduct & Market Practices for the Wholesale Financial Markets (Blue Book)
Tokyo Foreign Exchange Market Committee (TFEMC)	Local Standards in Tokyo FX Market: Supplementary provisions to the FX Global Code
Canadian Foreign Exchange Committee (CFEC)	Guiding Principles for Conduct in the Canadian Foreign Exchange Market
National Futures Association (NFA)	Forex Transactions: Regulatory Guide
Federal Reserve Bank of New York Foreign Exchange Committee (FXC)	Guidelines for Foreign Exchange Trading Activities
Financial Markets Association (ACI)	ACI FX Global Code Certificate

- 10.1.5 The <u>FX Global Code</u> sets out globally recognised principles of good practice in the wholesale foreign exchange market ("FX Market") and serves as an essential reference for Participants when conducting business in the FX Market and when developing and reviewing internal procedures.¹
- 10.1.6 The FX Global Code is supported by a <u>Statement of Commitment</u> that provides a means by which Participants can signal their intention to adopt, and adherence to, the FX Global Code. The signing of a Statement of Commitment represents that a Participant (i) has made an independent determination to support the FX Global Code, (ii) is committed to conducting its FX activities in accordance with the FX Global Code principles and (ii) confirms that it has taken appropriate steps, based on the size and complexity of its activities, and the nature of its engagement in the FX Market, to align its activities with the FX Global Code principles.²
- 10.1.7 In relation to the Trading Segment, WLES supports though does not mandate the signing of a Statement of Commitment by Participants as a condition of access to (Participants are responsible for deciding to what extent they voluntarily adopt and implement the FX Global Code guidelines).
 Participants are responsible for deciding whether their market counterparties need to

¹ FX Global Code Pages 2 & 73 - The Global Code and Applicable Law & Explanatory Note to the Statement of Commitment to the FX Global Code.

² FX Global Code Pages 73 & 74 - How should the Statement be used and what are the benefits? - What does using the Statement represent? - Market Participants vary, for instance, in relation to the size and nature of their FX Market activates. How is that taken into account? & What processes should a Market Participant consider implementing before using the Statement?

confirm that they have signed a Statement of Commitment, and then for performing any associated due diligence. An example of due diligence is either confirming directly with a potential market counterparty if they have signed a Statement of Commitment.

10.1.8 WLES has signed a Statement of Commitment to the FX Global Code, formally pledging adherence to the Code's standards to promote integrity, fairness, transparency and the effective functioning of the global foreign exchange markets.

10.2 CURRENCY RESTRICTIONS

10.2.1 Participants are responsible for identifying and complying with any currency restrictions that apply to them.

10.3 NO FURTHER WARRANTIES

10.3.1 Except as specifically set forth in this Rule Book, WLES does not make any express, implied or statutory warranty, including, without limitation, any warranty of design, any implied warranty of merchantability or fitness for a particular purpose, or any warranty arising from a course of dealing, trade usage or trade practice of any kind or nature. The company does not warrant that WLES GLOBAL-FX will meet your requirements or that WLES GLOBAL-FX will be error-free. Participants shall test the software products with non-critical data before utilizing the same. In the event of there being any significant, functional and reproducible error in the WLES GLOBAL-FX, upon written request, WLES shall make reasonable efforts to correct the same in accordance with this Rule Book; provided that WLES receives written notice promptly after such error comes to attention, and further provided that such error relates to the required functioning of the WLES GLOBAL-FX and has not been caused by any Participant or User actions or negligence or any third party, hardware or software design errors, malfunctions or other causes external to the WLES GLOBAL-FX. WLES does not warrant that WLES GLOBAL-FX shall produce intended results when combined with any other system or shall integrate with any Participant or User's existing system.

Chapter 11 WLES GLOBAL-FX Trading Segment

11.1 ACCESS

- Participants may connect to WLES Global-FX Trading system using a connection application permitted by WLES; these currently include a WLES GUI application and the WLES API.
 Participants should contact their WLES relationship manager for further information regarding connectivity.
- 11.1.2 Participants are not permitted to simulate or break into a WLES GUI application.
- 11.1.3 For WLES API Participants, the number of credit codes, FIX trading and FIX drop copy accesses available to Participants

11.2 USE OF AGGREGATORS

11.2.1 Participants wishing to use an aggregator to display market data from and send Orders must sign an agreement with WLES governing the use of such aggregator.

11.3 TROUBLESHOOTING PROBLEMS

- In the event of a connection problem, (i.e. a WLES GUI application failure), Participants must ensure their Users stop trading, cancel all open Orders and log off (if possible) and obtain an interim DCR before contacting WLES. API Participants are required to access WLES GUI_to review their interim DCR in the event they experience a disconnection with open Orders in the market.
- 11.3.2 There may be cases where a Participant's application will not receive its set of unsolicited messages after a given disconnect event with open Orders. In these cases, the DCR must be used to determine if an Unconfirmed Match occurred prior to or during the disconnect event. If the DCR indicates that there are Unconfirmed Matches, then the receiving Participant is still required to settle the Transaction with their counterparty.
- 11.3.3 To support Participants using the Service, a WLES representative reserves the right for whatever reason to request at a User stops using the Trading System, WLES may cancel all open Orders and logs off.
- If problems remain unresolved and a Participant wants to pursue the matter further, the
 Participant's Platform Coordinator must send a statement describing the problem and all relevant
 facts in writing to WLES, within two business days of the event, together with supporting evidence
 (including, where relevant, copies of prints of the trade log, audit trail, deal tickets and DCRs);
 Participants should retain all originals for record keeping. WLES will examine the Participant's
 statement of facts and evidence and compare it against its own records. In so doing WLES will take
 into account various factors, including the extent to which a Participant has abided by the Rule Book.

WLES will then revert to the Participant accordingly.

11.3.5 For additional guidance on connectivity issues, please refer to the WLES GLOBAL-FX Supplementary Agreement.

11.4 THROTTLING

- 11.4.1 The Trading Segment has systems, procedures and arrangements to reject Orders, cancellations and modifications that exceed a defined level ("Order Throttle Limit"). These arrangements apply limits per Participant on the number of Orders, cancellations and modifications that can be received per second.
- 11.4.2 WLES applies this policy equally among Participants unless the throttle is directed to individual Participants on a case-by-case basis.
- 11.4.3 WLES is not required to disclose the specific number of Orders per second on pre-defined time intervals and the specific parameters of its mechanisms to manage volatility.

11.5 WLES GLOBAL-FX STOP TRADING FUNCTIONALITY

- 11.5.1 To assist further in the maintenance of orderly trading, WLES:
 - may, either on its own initiative, or further to instructions from the Participant concerned, or at the request of a Competent Authority, suspend a Participant's or a User's access to the WLES GLOBAL-FX;
 - will operate a stop trading functionality to cancel unexecuted Orders submitted by a Participant:
 - o upon request of the Participant where the User is technically unable to delete its own Orders
 - o where the Order book contains erroneous or duplicated Orders
 - o where the Participant has consistently breached WLES TOCs
 - o following a suspension initiated by either WLES or the Competent Authority; and/or
 - may cancel or revoke Transactions in case of malfunction of the WLES GLOBAL-FX
 mechanisms to manage volatility or of the operational functions of the trading system.
- Participants are also required to implement their own stop trading functionality and must provide WLES with up-to-date details of their stop trading policy on a regular basis by uploading the information to Compliance Reporting Platform. See Section 2.4 for further information.
- 11.5.3 Participants must be able to identify which trading algorithm and which User or trading desk is responsible for each Order that has been sent to the WLES GLOBAL-FX.

11.6 MECHANISMS TO MANAGE VOLATILITY

- 11.6.1 WLES will further temporarily halt or constrain trading using appropriately calibrated parameters taking into account the liquidity of the FX Instrument in question, if there is a significant price movement during a short period of time in that FX Instrument on either the WLES GLOBAL-FX or on a related market on another Trading Venue.
- 11.6.2 Trading halt mechanisms are operational at all times during trading hours.
- 11.6.3 While the system is in a period of a volatility halt, a system message of "VH" will be used to identify the relevant period of time to Participants as a trading halt in market data feeds and GUI messages.
- 11.6.4 In exceptional cases, WLES will cancel, vary or correct any Transactions that have been executed during a period of significant price deviations or when a halt is in progress.
- 11.6.5 WLES will further cancel or revoke Transactions in case of malfunction of the WLES GLOBAL-FX mechanisms to manage volatility or of the operational functional of the GLOBAL-FX system.
- 11.6.6 Where WLES cancels Transactions under such exceptional circumstances, the relevant Participants will be informed.
- 11.6.7 WLES will inform the RBI annually of the parameters used to define mechanisms to manage volatility on the WLES GLOBAL-FX.

11.7 TRADING AND EXECUTION

- 11.7.1 The WLES GLOBAL-FX Trading Segment is premised on a Maker / Taker model in which relationship-based trading is conducted between one Participant acting as a Maker and another Participant acting as a Taker.
- 11.7.2 Use of WLES GLOBAL-FX is conditioned on Participants having established a trading relationship with one or more other Participants with which they wish to execute Transactions.
- 11.7.3 Each Transaction executed via WLES GLOBAL-FX creates a contractual obligation between the Taker and the Maker.
- 11.7.4 The contractual obligation between these two Participants arises upon the WLES GLOBAL-FX's system writing the Transaction into the systems' persistent store in proper electronic form.
- 11.7.5 The Transaction time is the time determined by the GLOBAL-FX system.
- 11.7.6 Although the WLES GLOBAL-FX generates and transmits notices that a Transaction has been executed, non-receipt of any such notice does not affect whether a contractual obligation has arisen; the existence of the Transaction (and its terms) as written in the WLES GLOBAL-FX system's persistent store is the dispositive factor in determining whether a purported execution has become a binding obligation.

11.8 ELIGIBILITY TO ACT AS A MAKER ON WLES GLOBAL-FX

- 11.8.1 A Maker accessing WLES GLOBAL-FX must be able to demonstrate that it has either sufficient bilateral credit to cover its trading obligations with each counterparty with which it wishes to trade through the WLES GLOBAL-FX, or have sponsored credit support from a third party credit provider sufficient to cover its trading obligations in cases where it does not have bilateral credit with each relevant counterparty.
- 11.8.2 Makers must have an appropriate level of risk management and operations infrastructure to enable them to monitor both trading activity during the WLES GLOBAL-FX opening hours described in Chapter 4 and their credit limits and credit limitations for other Takers.
- 11.8.3 Makers must make timely decisions to address and/or adjust their credit limits, particularly when operating in respect of credit support. Failure to do so may mean Makers exhaust credit limits assigned to them by their third-party credit provider and thus may create a disorderly market. In such circumstances, WLES reserves the right to limit or terminate a Maker's access to the WLES GLOBAL-FX.

11.9 REPRESENTATIONS OF MAKERS OFFERING ORDERS THROUGH WLES GLOBAL-FX

11.9.1 Each such Maker represents and warrants to WLES that it has all rights, authority, actions and licences necessary to place such Orders and to make the Orders available to such Takers, via WLES GLOBAL-FX (without any further action by WLES).

11.10 SEND DETAILS GLOBAL-FX

- 11.10.1 Participant can report trades via Offline Report on GLOBAL-FX which is a functionality that allows WLES GLOBAL-FX Participants to book bilaterally agreed Transactions onto the WLES GLOBAL-FX system
- 11.10.2 Such transactions become WLES GLOBAL-FX Transactions at the point they are received by WLES.
- 11.10.3 WLES will undertake all post-trade reporting obligations of such Transactions.
- 11.10.4 The execution timestamp for Offline Report GLOBAL-FX Transactions will be the timestamp applied by WLES at the time the WLES GLOBAL-FX's system receives the Send Details GLOBAL-FX Transaction.

11.11 AGENCY TRANSACTIONS

- 11.11.1 Participants acting in an agency capacity must be appropriately authorised to act as that party's agent in conducting Transactions on the WLES GLOBAL-FX.
- 11.11.2 Participants are solely responsible for all aspects of their relationships with their counterparties and compliance with all applicable regulations and codes of conduct in that respect.
- 11.11.3 Transactions conducted on an agency basis create legal, valid, binding and enforceable obligations of the relevant principal enforceable by the Participant and the applicable counterparty in accordance with their terms.
- 11.11.4 Participants must:
 - a) assess the suitability of all Orders they submit on behalf of another party;
 - b) provide support to parties they are acting on behalf of, including addressing all enquiries regarding Transactions; and
 - c) provide all required disclosures in connection with any agency Transaction.
- 11.11.5 Payment and settlement of a Transaction executed by a Participant acting in an agency capacity is the sole responsibility of the Participant.