

**SECTION Y - CONTRACT RULES: ICE FUTURES EUA FUTURES CONTRACT<sup>1</sup>**

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<sup>1</sup> Amended 14 July 2009

<sup>2</sup> Amended 12 May 2006, 27 July 2012, 30 January 2017

<sup>3</sup> Amended 7 December 2005, 23 June 2006, 18 February 2008, Launch of ICE Clear 2008, 4 April 2011, 27 July 2012, 3 September 2014, 30 January 2017

<sup>4</sup> Amended 27 March 2007, 27 July 2012

<sup>5</sup> Amended 12 May 2006, 18 February 2008, 27 July 2012

<sup>6</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012

<sup>7</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012, 3 September 2014

<sup>8</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012, 3 September 2014

<sup>9</sup> Amended launch of ICE Clear 2008, July 2012

<sup>10</sup> Amended 12 May 2006, 23 June 2006, Launch of ICE Clear 2008, 27 July 2012

<sup>11</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012

**Y.1 CONTRACTS FOR THE TRANSFER OF CARBON EMISSION ALLOWANCES BETWEEN ACCOUNTS<sup>12</sup>**

- (a) The ICE Futures EUA Futures Contract Rules contained in this Section Y, and the provisions of Sections I and Z, are applicable to the trading of Carbon Emissions Allowance Contracts.
- (b) A Carbon Emissions Allowance Contract shall be for the sale by the Seller and purchase by the Buyer of Carbon Emissions Allowances, for transfer from the Account of the Seller to the Account of the Buyer during the Delivery Period specified in the Carbon Emissions Allowance Contract in accordance with, or pursuant to, these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures. For the purposes of these ICE Futures EUA Futures Contract Rules, Transfer of Carbon Emissions Allowances as between Holding Accounts of the Buyer and the Seller maintained in the Registry pursuant to Y.6 shall constitute "delivery".
- (c) All deliveries under a Carbon Emissions Allowance Contract shall be made to and from the Registry.
- (d) The Clearing House shall from time to time determine and notify Members of one or more Accounts which it will use for the delivery of Carbon Emissions Allowances under a Carbon Emissions Allowance Contract in accordance with Clearing House procedures.
- (e) The Exchange shall from time to time, in its absolute discretion, determine the Allowance Types for the purposes of identifying the Carbon Emissions Allowances which may be auctioned, traded and delivered under a Carbon Emissions Allowance Contract. The Exchange shall from time to time issue a list of such Allowance Types and may, at any time, upon such notice as considered appropriate by the Exchange circulated to Members, add or withdraw an Allowance Type from such list (and any such change may, according to its terms, have effect on existing as well as new Carbon Emissions Allowance Contracts).
- (f) The Exchange may offer contract months for trading of Carbon Emissions Allowance Contracts on the Market or otherwise pursuant to the Regulations as the Exchange may determine from time to time. For the avoidance of doubt, Carbon Emissions Allowance Contracts for the contract months of January, February, March and April of a calendar year shall represent trading of Carbon Emission Allowances for the Compliance Year immediately preceding that calendar year.

**Y.2 QUANTITY<sup>13</sup>**

- (a) Subject to Rule Y.2(b), Carbon Emissions Allowance Contracts shall be for one or more lots of Carbon Emissions Allowances to be delivered during the Delivery Period as specified in the Carbon Emissions Allowance Contract (it being understood that a lot refers to 1000 Carbon Emissions Allowances).
- (b) The Exchange may, in its absolute discretion, determine from time to time that Carbon Emissions Allowance Contracts shall be traded and delivered in a minimum number of lots or multiples thereof.

**Y.3 OTHER DEFINITIONS<sup>14</sup>**

In these ICE Futures EUA Futures Contract Rules and the related Administrative Procedures set out in Section Z, the following terms shall bear the meanings set out opposite each:

“Account”	means an account maintained by the Registry pursuant to the Registry Regulations in order to record the holding and transfer of Carbon Emissions Allowances;
“Account Holder”	means a person who has an Account in the Registry as referenced in the Registry Regulations;
“Allowance Type”	means any type of allowance, determined and notified to Members by the Exchange from time to time. For any Allowance Type, the Exchange may specify such criteria as it deems appropriate, including without limitation the

<sup>12</sup> Amended 12 May 2006, 27 July 2012, 30 January 2017

<sup>13</sup> Amended 27 July 2012

<sup>14</sup> Amended 7 December 2005, 12 May 2006, 23 June 2006, 18 February 2008, Launch of ICE Clear 2008, 4 April 2011, 27 July 2012, 3 September 2014, 30 January 2017

	type, nature and source of an allowance;
“Auction”	means an auction of Carbon Emissions Allowance Contracts pursuant to the NER 300 Initiative, these ICE Futures EUA Futures Contract Rules and the related Administrative Procedures set out in Section Z;
“Auction Clearing Price”	means, in respect of an Auction, the auction price determined by the Exchange in accordance with Rule Z.10(bb) of the Administrative Procedures;
“Auction Participant”	means an Exchange Member <a href="#">approved to trade Emission Contracts under Rule B.6 with an Emissions Trading Privilege</a> , a client of such Exchange Member, a client of such client and so on until the underlying bidder in an Auction, provided that the relevant Exchange Member is registered with the Exchange for participation in Auctions.
the “Auction Specifications”	means, in relation to an Auction, the document setting out information about the Carbon Emissions Allowance Contracts to be auctioned, the timing for the bidding process, participation criteria and other matters in writing in the format of the template Auction Specifications set out in Annex A to Section Z of the Regulations;
the “Auction Window”	means, in relation to an Auction, the time window specified by the Exchange in the Auction Specifications for the submission of bids;
“Auctioneer Seller”	means the European Investment Bank, or such other entity as stipulated by the Exchange from time to time, in its capacity as the auctioneer seller for the purposes of Auctions;
“Authorised Representative”	means a natural person authorised pursuant to Article 21 of the Registry Regulations to represent an Account Holder and submit process requests to a Registry on behalf of such Account Holder;
“Buyer”	means the Buyer (as defined in Rule A.1) or such other person, who is the purchaser or purchasers of Carbon Emissions Allowances under a Carbon Emissions Allowance Contract, and shall include the Clearing House, as appropriate;
“Carbon Emissions Allowance” or “EUA”	means an allowance issued pursuant to Chapter III of the Directive to permit the emission of one Tonne of Carbon Dioxide Equivalent, that is valid for determining compliance with emission limitation commitments in the contract month in which they are delivered and which falls within an Allowance Type;
“Carbon Emissions Allowance Contract”	means a Contract made pursuant to these ICE Futures EUA Futures Contract Rules for the delivery of Carbon Emissions Allowances;
“Carbon Emissions Allowance Delivery Amount”	means for each Margin Account an amount reflecting the gross number of Carbon Emissions Allowances which are to be delivered by a Seller for any Delivery Period in respect of all Carbon Emissions Allowance Contracts to which it is party as Seller;
“Carbon Emissions Allowance Transfer Request” (“Transfer Request”)	means a request to effect a Transfer submitted by the Seller to the Registry in respect of a Delivery Period in the manner required by the Registry Regulations and otherwise in accordance with these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures;
“Clearing Account”	means an account set up in the ICE Futures Europe Clearing Administration application which is identified by the relevant Exchange Member from time to time as representing a particular Auction Participant;
“Clearing House procedures”/ “Procedures”	means the procedures of the Clearing House from time to time in force as prescribed under the Clearing House Rules;
“Clearing House Directions”	means any instructions or requests that the Clearing House may issue to the Buyer or Seller from time to time in respect of the delivery of Carbon Emissions Allowances under a Carbon Emissions Allowance Contract;

“Commitment Period Reserve”	means the commitment period reserve that each Annex 1 Party (including EU Member States, other than Cyprus and Malta) is required to maintain in the Registry in accordance with paragraphs 6 to 10 of Decision 11/CMP.1 of the Meeting of the Parties to the Kyoto Protocol for emissions trading and under Article 17 of the Kyoto Protocol as amended from time to time;
“Communication Link”	means the electronic exchange of messages/notifications (1) by which a Buyer and Seller communicate with the Registry, and/or (2) by which the Registry communicates with CITL or EUTL, as the case may be, and/or (3) by which CITL or EUTL, as the case may be, communicates with the UNFCCC International Transaction Log (where applicable), and/or (4) by which the Registry communicates with the UNFCCC International Transaction Log (where applicable), which in any case is necessary to facilitate a Transfer;
“Community Independent Transaction Log” or “CITL”	means the predecessor log to the EUTL established pursuant to Commission Regulation (EC) No 2216/2004 for a standardised and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council.
“Competent Authority”	means the authority or authorities designated by a Member State pursuant to Article 18 of the Directive;
“Compliance Year”	means the calendar year specified from time to time in the Directive, for which the surrender of Carbon Emission Allowances must occur by a specified date in the following calendar year.
“Delivery Costs”	means an amount payable by a Buyer or Seller which is attributable to a Transfer Request Failure referred to the Exchange under Rule Y.12(b) or a Transfer Request Delay. For Transfer Request Failures such reasonable costs may include, but will not be limited to, any losses, costs, damages and expenses suffered or incurred by the Buyer or Seller as a result of it taking steps to acquire or dispose of Carbon Emissions Allowances in the event of a Transfer Request Failure. Delivery Costs resulting from Transfer Request Failures and Transfer Request Delays shall not under any circumstances include any Excess Emissions Penalties which a Buyer or Seller may incur under the Scheme;
“Delivery Period”	means the period beginning at 19.00 hours on the Business Day following the last day of trading of a Carbon Emissions Allowance Contract and ending at 19:30 hours on the third Business Day following that last day of trading. Where a Transfer Request Delay occurs, the period shall end at such later time as the Clearing House may direct under Rule Z.6, which in any event shall not be a time beyond 19.30 hours on the fourth Business Day after the last day of trading. During this period delivery of Carbon Emissions Allowances is to take place in accordance with the terms of these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures;
“Directive”	means Directive 2003/87/EC of the European Parliament and the Council of 13 October 2003 establishing a scheme for greenhouse gas emissions allowance trading and amending Council Directive 96/61/EC, as amended from time to time, including, without limitation, by Directive 2009/29/EC of the European Parliament and of the Council of 23 April 2009;
“European Union” or “EU”	means the international organisation of European states established by the Treaty on European Union 1992 as amended from time to time;
“European Union Transaction Log” or “EUTL”	means the independent transaction log provided for in Article 20(1) of the Directive, for the purpose of recording the issue, transfer and cancellation of allowances under the Scheme and established, operated and maintained pursuant to Article 4 of the Registry Regulations;
“Excess Emissions Penalties”	means any excess emissions penalties for which a person may be liable for failure to surrender sufficient allowances to cover its emissions during any Compliance Year pursuant to Article 16 of the Directive, as implemented by relevant national law;

“Exchange Delivery Settlement Price” (EDSP)	means, in respect of a Carbon Emissions Allowance Contract, the settlement price determined by the Exchange in accordance with the Administrative Procedures;
“Kyoto Protocol”	means the protocol to the UNFCCC adopted at the Third Conference of the Parties to the UNFCCC in Kyoto, Japan on 11 December 1997 as may be amended;
“Margin Account”	means, in relation to a Clearing Member, either its Proprietary Account or Customer Account (as defined in the ICE Clear Europe Clearing Rules), or in relation to a Sponsor and/or Sponsored Principal, the Individually Segregated Sponsored Account, in which the positions in its Position-Keeping Accounts are notionally recorded by the Clearing House for the purpose of calling margin on that Clearing Counterparty’s positions in accordance with the Clearing House procedures;
“NER 300 Initiative”	means the NER 300 initiative as set out in Commission Decision 2010/670/EU as amended or supplemented from time to time;
“Position-Keeping Account”	means any sub-account within the Clearing House’s clearing system in which an Exchange Member’s positions with the Clearing House are recorded, being either: (1) any of the following commonly designated Position-Keeping Accounts: H, N, S, L, D, U, F, W or Z (and, in the case of a non-clearing Member, including an identifying three letter Member mnemonic); or, (2) any other account that the Clearing House makes available within its clearing system from time to time;
“Random Selection Mechanism”	means the automated mechanism used by the Clearing House to create a list setting out, in random order, all the Buyers for a Delivery Period for the purpose of providing the order in which the Clearing House shall transfer Carbon Emissions Allowances to the Accounts of such Buyers upon the credit of the Clearing House’s nominated Account with the Carbon Emissions Allowances from the Sellers’ Accounts in the relevant Delivery Period. The list so provided may also be used to identify one or more Buyers in the event of a failed or delayed delivery by the Clearing House pursuant to Rule Y.12;
“Registry”	means the single Union registry established pursuant to the Registry Regulations in order to ensure the accurate accounting of the issue, holding, transfer, acquisition, surrender, cancellation, and replacement of Carbon Emissions Allowances under the Scheme;
“Registry Regulations”	means, as amended from time to time, Commission Regulation (EU) No 389/2013 of 2 May 2013 establishing a Union Registry pursuant to Directive 2003/87/EC of the European Parliament and of the Council, Decisions No 280/2004/EC and No 406/2009/EC of the European Parliament and of the Council and repealing Commission Regulations (EU) No 920/2010 and No 1193/2011;
“Required Authorisations”	means all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) that are required to enable a Seller and/or a Buyer (as appropriate) to fulfil any of its obligations under a Carbon Emissions Allowance Contract;
“Scheme”	means the scheme for transferring allowances established pursuant to the Directive, as implemented by relevant national law;
“Seller”	means the Seller (as defined in Rule A.1) who is the seller of Carbon Emissions Allowances under a Carbon Emissions Allowance Contract and shall include the Clearing House and, in the case of Auctions, the Auctioneer Seller, as appropriate, it being understood that references to “Seller” shall apply to the Auctioneer Seller with respect to an particular Auction irrespective of whether it has entered into a Carbon Emissions Allowance Contract;
“Tonne of Carbon Dioxide Equivalent”	means one metric tonne of carbon dioxide or an amount of any other greenhouse gas with an equivalent global-warming potential;
“Transfer”	means the transfer of all Carbon Emissions Allowances required to be

delivered under a Carbon Emissions Allowance Contract from one Account to another under and in accordance with the Scheme;

“Transfer Request Delay”

is deemed to have taken place where:

(a) in the case of a Seller other than the Clearing House, the Seller makes a Transfer Request for a Delivery Period after 19.00 hours on the first Business Day after the last day of trading or such later time as the Clearing House may provide pursuant to Rule Z.6(c), but before 19.00 hours on the second Business Day after the last day of trading, in compliance with a Clearing House Direction or otherwise; or

(b) in the case of a Buyer other than the Clearing House, the Buyer’s Account is credited after 19.30 hours on the third Business Day after the last day of trading and on or before 19.30 hours on the fourth Business Day after the last day of trading in compliance with a Clearing House Direction or otherwise; or

(c) the Clearing House has declared that there is a Transfer Request Delay in accordance with Rule Z.6(c) or Z.7(c);

provided in each case, that a Transfer Request Delay will cease to exist where a Transfer Request Failure takes place;

“Transfer Request Failure”

is deemed to have taken place where:

(a) in the case of a Seller other than the Clearing House, the Seller has failed to make a valid Transfer Request for a Delivery Period by 19.00 hours on the second Business Day after the last day of trading; or

(b) in the case of a Buyer being the Clearing House, the Buyer’s Account has not been credited by 19.00 hours on the third Business Day after the last day of trading; or

(c) in the case of a Buyer other than the Clearing House, the Buyer’s Account has not been credited by 19.30 hours on the fourth Business Day after the last day of trading; or

(d) the Clearing House has declared that there is a Transfer Request Failure in accordance with Rule Z.6(d) or Z.7(c);

“UNFCCC”

means the United Nations Framework Convention on Climate Change; and

“UNFCCC International Transaction Log”

means the international transaction log established, operated and maintained by the Secretariat of the United Nations Framework Convention on Climate Change.

#### **Y.4 PRICE<sup>15</sup>**

- (a) The price of a Carbon Emissions Allowance Contract shall be in Euros and Euro cents per Carbon Emissions Allowance. Carbon Emissions Allowance Contracts may be traded with minimum fluctuations of € 0.01 (1 cent) per Carbon Emissions Allowance.
- (b) The price of a Carbon Emissions Allowance Contract shall be exclusive of any charges payable by either the Buyer or the Seller to any third party in respect of the maintenance of Accounts, submission of Transfer Requests or effecting Transfers.
- (c) The price of a Carbon Emissions Allowance Contract shall be exclusive of any Value Added Tax or any other duty that may be or become payable on the sale or transfer of Carbon Emissions Allowances under a Carbon Emissions Allowance Contract and any such duties shall be borne by the Buyer.

#### **Y.5 CARBON EMISSION ALLOWANCE TRANSFER REQUEST**

<sup>15</sup> Amended 27 March 2007, 27 July 2012

For any Delivery Period in relation to which a Member is party as Seller to one or more relevant Carbon Emissions Allowance Contracts, the Seller shall submit, for each Margin Account, one Transfer Request in respect of the Carbon Emissions Allowance Delivery Amount for that Margin Account in accordance with:

- (a) Rule Y.6;
- (b) Rule Z.6, (or where the Seller is the Clearing House, in accordance with Rule Z.7); and,
- (c) the Registry Regulations, the Clearing House procedures and any Clearing House Directions.

**Y.6 DELIVERY UNDER A CARBON EMISSIONS ALLOWANCE CONTRACT<sup>16</sup>**

For a Delivery Period:

- (a) in respect of a Carbon Emissions Allowance Contract to which the Clearing House is party as the Buyer, delivery shall be effected upon the completion of the Transfer and confirmation by the Registry of the credit to the Clearing House's nominated Account of Carbon Emissions Allowances in accordance with Registry Regulations and with Rule Z.6 as appropriate. The Seller shall effect the Transfer by submitting a Transfer Request in accordance with these ICE Futures EUA Futures Contract Rules, and in particular Rule Z.6, stipulating the receiving account as the Clearing House's Holding Account in the Registry.
- (b) in respect of a Carbon Emissions Allowance Contract to which the Clearing House is party as the Seller, delivery shall be effected upon the completion of the Transfer and confirmation by the Registry of the credit to the Buyer's nominated Account of Carbon Emissions Allowances in accordance with Registry Regulations and Rule Z.7 (a), (b) and, as appropriate, (c). The Clearing House shall effect the Transfer by submitting a Transfer Request in accordance with these ICE Futures EUA Futures Contract Rules, and in particular Rule Z.7, stipulating the receiving account as the Buyer's Holding Account in the Registry.
- (c) If at any time during the Delivery Period the Exchange or the Clearing House becomes aware of the refusal or rejection by the Registry, the Registry administrator, the CITL or EUTL, as the case may be, or the UNFCCC International Transaction Log, as applicable, of a Transfer Request because the Transfer Request would cause the Registry to breach its Commitment Period Reserve, the Clearing House and affected parties may take such steps to rectify the situation in compliance with any Clearing House Directions provided that such steps ensure that delivery still occurs in accordance with the terms and deadlines of these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures. In the event that appropriate steps cannot be taken, and delivery cannot therefore occur in accordance with the terms and deadlines of: these ICE Futures EUA Futures Contract Rules; the Administrative Procedures; and, the Clearing House procedures, because the Transfer Request would cause the Registry to breach its Commitment Period Reserve, the Clearing House shall declare that there is a Transfer Request Failure and Rule Y.12 shall apply.
- (d) The Clearing House does not guarantee performance by the Auctioneer Seller and does not have any obligation to deliver Carbon Emissions Allowances to the Buyer under a Carbon Emissions Allowance Contract pursuant to an Auction in the event that the Auctioneer Seller, through actions, omissions, performance or non-performance, fails to receive any Carbon Emissions Allowance from the European Commission or any Competent Authority or otherwise transfer the same to the Clearing House.

**Y.7 EXCLUSION OF LIABILITY<sup>17</sup>**

- (a) Save as specifically provided in these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House procedures, the Regulations and the Clearing House Rules (and to the extent permitted by law), the Exchange and the Clearing House accept no liability in connection with a Carbon Emissions Allowance Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without

<sup>16</sup> Amended 12 May 2006, 18 February 2008, 27 July 2012

<sup>17</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012

limitation, neither the Exchange nor the Clearing House are responsible for or shall have any liability whatsoever to any Buyer or Seller for:

- (i) the availability, suitability, unavailability or malfunction of a Communication Link or any part thereof;
  - (ii) the performance or non-performance by the Registry or CITL or EUTL, as the case may be, or UNFCCC International Transaction Log of their respective obligations under the Registry Regulations or otherwise;
  - (iii) the validity or non-validity of any Carbon Emissions Allowance for the purposes of meeting the requirements of the Directive;
  - (iv) any act or omission of any operator of a Communication Link or any part thereof;
  - (v) any act or omission of an Authorised Representative of any other party;
  - (vi) the actions, omissions, performance or non-performance of the Auctioneer Seller, the European Commission or any Competent Authority, including the failure of the Auctioneer Seller to transfer any Carbon Emissions Allowances to the Clearing House;
  - (vii) the NER 300 Initiative being amended, suspended, revoked or withdrawn; or
  - (viii) the Auctioneer Seller being wound up, dissolved, liquidated, merged or otherwise ceasing to exist or losing its status as a Clearing Member or Auctioneer Seller.
- (b) Without prejudice to the rights and obligations of any person party to a Corresponding Contract arising pursuant to a Corresponding Contract, a person who is not the Buyer, Seller, the Exchange or the Clearing House shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision contained in a Carbon Emissions Allowance Contract made pursuant to these ICE Futures EUA Futures Contract Rules.

## **Y.8 PAYMENT UNDER A CARBON EMISSIONS ALLOWANCE CONTRACT**

- (a) Subject to delivery under Y.6 and without prejudice to paragraph (b) of this Rule Y.8, the Buyer shall pay the EDSP specified in the Carbon Emissions Allowance Contract or the Auction Clearing Price, as applicable. Payment will be made by the time referred to in and in accordance with Rule Z.9.
- (b) Any difference between the EDSP with respect to the Carbon Emissions Allowance Contract and the Contract Price shall be accounted for between the parties to the Carbon Emissions Allowance Contract in accordance with the Clearing House procedures.

## **Y.9 SELLER'S OBLIGATIONS<sup>18</sup>**

- (a) In respect of a Carbon Emissions Allowance Contract to which the Clearing House is party as the Buyer, the Seller shall:
  - (i) ensure that there are sufficient transferable Carbon Emissions Allowances in the Account from which a Transfer is to be made to meet the terms of the relevant Transfer Request at the time the Seller submits such Transfer Request;
  - (ii) deliver to the Account of the Clearing House Carbon Emissions Allowances free and clear of all liens, security interests, claims and encumbrances or any interest in or to them by any other person so as to transfer an unencumbered Carbon Emissions Allowances to the Clearing House;
  - (iii) conduct its affairs so as not to give the Registry or any Competent Authority cause to refuse, reject or cancel (whether in whole or in part) any Transfer Request or to suspend or restrict

<sup>18</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012, 3 September 2014



- the Seller's right to request or effect any Transfer (including, without limitation, suspension or cancellation of any relevant Account);
- (iv) ensure that it has and maintains such Communication Links and complies with such other conditions and requirements as are necessary to make Transfer Requests and effect Transfers in accordance with the Scheme and these ICE Futures EUA Futures Contract Rules, Administrative Procedures and Clearing House procedures;
  - (v) maintain in full force and effect all Required Authorisations at all appropriate times;
  - (vi) have and maintain, during such periods as determined by the Exchange from time to time and at its own cost, one Account for each Margin Account at the Registry;
  - (vii) ensure that the Authorised Representative notified to the Clearing House pursuant to Rule Z.4.(b)(iii) shall be contactable by the Clearing House at all appropriate times during the Delivery Period;
  - (viii) give the Clearing House, for the purposes of delivery under Rule Y.6, any details required by the Clearing House as specified in the Administrative Procedures, the Clearing House procedures or under any Clearing House Direction from time to time;
  - (ix) comply with the applicable provisions of the Registry Regulations, these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House procedures and any Clearing House Direction in order that the Transfer Request is accepted by the Registry and actioned by the CITL or EUTL, as the case may be, and/or the UNFCCC International Transaction Log if appropriate, and the Account is subsequently debited during the Delivery Period;
  - (x) notify the Clearing House immediately, in accordance with the Clearing House procedures, if the Seller fails to comply, or may fail to comply, in respect of any delivery obligations or deadlines under these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House Rules, the Clearing House procedures, or any Clearing House Direction;
  - (xi) make payment of any amounts due and payable pursuant to and in accordance with these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House Rules or the Clearing House procedures;
  - (xii) perform all other obligations imposed on the Seller under these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures; and
  - (xiii) be and continue to be a Selling Counterparty as defined in the Clearing House Rules.
- (b) The Seller shall be responsible for the performance of all of its obligations under the Carbon Emissions Allowance Contract, and shall perform such obligations in a timely manner. The Seller shall be responsible for all actions and omissions of an Authorised Representative acting or purporting to act on its behalf in relation to any Carbon Emissions Allowance Contract or any related obligations.
- (c) Subject to Rule Y.12 any obligation upon the Seller to pay any costs, charges or expenses of any form shall be for its own account and shall include, but not be limited to all fees and charges levied by the Registry attributable to the Transfer Request or the holding of its Account in respect of a Carbon Emissions Allowance Contract to which the Seller is party.
- (d) In the event that the Clearing House as Buyer is invoiced, or otherwise charged, in respect of a levy, charge or tax attaching to a Carbon Emissions Allowance which has been delivered under the terms of a Carbon Emissions Allowance Contract which arose, or arises in relation to the relevant Carbon Emissions Allowance prior to, or in connection with, its delivery, then the Seller shall indemnify the Clearing House as Buyer in respect of such levy, charge or tax. Without prejudice to the generality of the preceding sentence, in such circumstances the Clearing House may in its absolute discretion require the Seller who has delivered the relevant Carbon Emissions Allowance to the Clearing

House, under the terms of a Carbon Emissions Allowance Contract, to settle the relevant invoice or charge.

**Y.10 BUYER'S OBLIGATIONS<sup>19</sup>**

- (a) In respect of a Carbon Emissions Allowance Contract to which the Clearing House is party as the Seller, the Buyer shall:
- (i) conduct its affairs so as not to give the Registry or any Competent Authority cause to refuse, reject or cancel (whether in whole or in part) any Transfer Request or to suspend or restrict the Buyer's ability to receive any Transfer (including, without limitation, suspension or cancellation of any relevant Account);
  - (ii) maintain in full force and effect all Required Authorisations at all appropriate times;
  - (iii) ensure that it has and maintains such Communication Links and complies with such other conditions and requirements as are necessary to effect Transfers in accordance with the Scheme and these ICE Futures EUA Futures Contract Rules, Administrative Procedures and Clearing House procedures;
  - (iv) have and maintain during such periods as determined by the Exchange from time to time and at its own cost, one Account at the Registry for each Margin Account;
  - (v) ensure that the Authorised Representative notified to the Clearing House pursuant to Rule Z.5(b)(ii) shall be contactable by the Clearing House at all appropriate times during the Delivery Period;
  - (vi) give the Clearing House details of the Account for the purposes of delivery under Rule Y.6 and in accordance with the Administrative Procedures and any other details required by the Clearing House as specified in the Administrative Procedures or the Clearing House procedures from time to time;
  - (vii) comply with the applicable provisions of the Registry Regulations, these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House procedures and any Clearing House Direction in order that the Transfer Request input by the Clearing House is accepted by the Registry, actioned by the CITL or EUTL, as the case may be, and/or the UNFCCC International Transaction Log if appropriate, and the Holding Account of the Buyer updated by the Registry for a Delivery Period;
  - (viii) notify the Clearing House immediately, in accordance with the Clearing House procedures, if the Buyer fails to comply, or may fail to comply, in respect of any delivery obligations or deadlines under these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House Rules, the Clearing House procedures or any Clearing House Direction;
  - (ix) make payment of any amounts due and payable pursuant to and in accordance with these ICE Futures EUA Futures Contract Rules, the Administrative Procedures, the Clearing House Rules or the Clearing House procedures;
  - (x) perform all other obligations imposed on the Buyer under these ICE Futures EUA Futures Contract Rules, the Administrative Procedures and the Clearing House procedures; and
  - (xi) be and continue to be a Buying Counterparty as defined in the Clearing House Rules.
- (b) The Buyer shall be responsible for the performance of all of its obligations under the Carbon Emissions Allowance Contract, and shall perform such obligations in a timely manner. The Buyer shall be responsible for all actions and omissions of an Authorised Representative acting or purporting to act on its behalf in relation to any Carbon Emissions Allowance Contract or any related obligations.

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<sup>19</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012, 3 September 2014

- (c) Subject to Rule Y.12 any obligation upon the Buyer to pay costs, charges or expenses of any form shall be for its own account and shall include, but not be limited to, all fees and charges levied by the Registry attributable to the Transfer Request and its Account in respect of a Carbon Emissions Allowance Contract to which the Buyer is party.

**Y.11 BUYER'S AND SELLER'S SECURITY<sup>20</sup>**

The Buyer and the Seller may be required to put up such security as the Clearing House may from time to time require pursuant to the Clearing House Rules.

**Y.12 FAILURE TO PERFORM AND/OR DELAY IN PERFORMANCE OF OBLIGATIONS AND DELIVERY COSTS UNDER A CARBON EMISSIONS ALLOWANCE CONTRACT<sup>21</sup>**

- (a) On the occurrence of a Transfer Request Failure in accordance with Rules Z.6(d) or Z.7(c), a Seller may agree with the Clearing House to make delivery of Carbon Emissions Allowances to the Clearing House, or a Buyer may agree with the Clearing House to take delivery from the Clearing House of Carbon Emissions Allowances in a manner or on terms other than those specified in the Contract Rules and Administrative Procedures.
  - (i) In the event of an agreement between the Seller and the Clearing House or the Buyer and the Clearing House under the terms of this Rule Y.12(a), the Seller or the Buyer, (as the case may be), shall immediately give written notice of the fact of such agreement to the Exchange. In the event of no agreement being reached upon the occurrence of a Transfer Request Failure in accordance with Rules Z.6(d) or Z.7(c), the Clearing House shall refer the fact of the Transfer Request Failure to the Exchange in accordance with Rule Y.12(b).
  - (ii) On agreement between the Seller and the Clearing House or the Buyer and the Clearing House under the terms of this Rule Y.12(a), the Clearing House shall liquidate its Contract with the Seller or the Buyer (as the case may be) at the Exchange Delivery Settlement Price and cease, in respect of any arrangement made by the Clearing House and the Seller or Buyer (as the case may be) under this Rule Y.12(a), to owe any obligation towards the Seller or Buyer (as the case may be), under this Carbon Emissions Allowance Contract. The relevant Seller or the Buyer, (as the case may be), shall cease in respect of any such arrangement made by the Clearing House and the Seller or Buyer (as the case may be) under this Rule Y.12(a), to owe any obligation towards the Clearing House, under this Carbon Emissions Allowance Contract. For the avoidance of doubt this shall be without prejudice to any obligations owed by the Buyer or Seller under the Clearing House Rules.
- (b) Where an agreement is not reached pursuant to Rule Y.12(a) the Clearing House shall refer the relevant Transfer Request Failure to the Exchange by the close of business on the Business Day following the day of the Transfer Request Failure and the Exchange or a body appointed by the Exchange:
  - (i) shall direct the Clearing House to invoice back the affected Contracts at a price set by the Exchange at its discretion, or the body appointed by the Exchange at its discretion, taking into account any information it considers to be relevant for this purpose; and
  - (ii) shall notify the Clearing House and the Seller or the Buyer (as the case may be), of the price set to invoice back the affected Contracts.

No price set by the Exchange, or a body appointed by the Exchange, to invoice back the affected Contracts shall be referred to arbitration under the Arbitration Rules but this Rule Y.12 (b) shall be without prejudice to the right of the Member to refer any other matter to arbitration under the Arbitration Rules.

**Delivery Costs**

- (c) (i) If, in respect of a Carbon Emissions Allowance Contract there is a Transfer Request Failure which is referred to the Exchange under Rule Y.12(b) and/or Transfer Request Delay for a

<sup>20</sup> Amended launch of ICE Clear 2008

<sup>21</sup> Amended 12 May 2006, 23 June 2006, Launch of ICE Clear 2008, 27 July 2012

Delivery Period as a result of any failure or any delay on the part of the Seller (including the Clearing House) to comply with the applicable obligations under such Carbon Emissions Allowance Contract, then the Seller (including the Clearing House) shall indemnify the Buyer in respect of any Delivery Costs attributable to that Transfer Request Failure and/or Transfer Request Delay;

- (ii) If, in respect of a Carbon Emissions Allowance Contract there is a Transfer Request Failure which is referred to the Exchange under Rule Y.12(b) and/or a Transfer Request Delay for a Delivery Period as a result of any failure or delay on the part of the Buyer (including the Clearing House) to comply with the applicable obligations under a Carbon Emissions Allowance Contract, then the Buyer (including the Clearing House) shall indemnify the Seller in respect of any Delivery Costs attributable to that Transfer Request Failure and/or Transfer Request Delay;
  - (iii) For the purposes of calculating either the Seller's, or the Buyer's Delivery Costs, the relevant consequences of the Transfer Request Failure shall be considered in isolation from other Transfer Requests not made under a Carbon Emissions Allowance Contract in respect of the Buyer's or Seller's Accounts;
  - (iv) Without prejudice to (i) or (ii) above, the Seller or the Buyer respectively shall indemnify the Clearing House against all costs reasonably incurred by the Clearing House in taking steps to mitigate the losses or, charges, expenses or penalties which would otherwise be incurred as a result of the Seller's or the Buyer's (as the case may be) failure to comply with its obligations under a Carbon Emissions Allowance Contract;
  - (v) Where the level of Delivery Costs attributable to a Transfer Request Failure which is referred to the Exchange under Rule Y.12(b), cannot be agreed between the Clearing House and a Buyer/Seller within seven Business Days of the day on which trading ceases for the relevant contract month, the matter shall be referred to the Exchange, or a body appointed by the Exchange which shall, in its absolute discretion determine the Delivery Costs and notify the Clearing House and the Buyer/Seller of such Delivery Costs. In the event that either party disputes the Delivery Costs so determined, the party may, within three Business Days of notification of the Delivery Costs by the Exchange, request in writing to the Exchange that the Delivery Costs be reviewed by the Exchange's Authorisation, Rules and Conduct Committee. The decision of this Committee shall be final and binding and no further review shall be permitted.
- (d) The Exchange and/or the Clearing House shall, under no circumstances, be liable for any indirect or consequential loss or loss of profits.
  - (e) The Buyer and the Seller acknowledge that the right to be indemnified under this Rule Y.12 shall be their sole remedy in respect of any failure by any other party to comply with its obligations in respect of a Carbon Emissions Allowance Contract. For the avoidance of doubt this shall be without prejudice to any obligations owed by the Buyer or Seller under the Clearing House Rules.
  - (f) The Clearing House may take such steps in accordance with the terms of this Y.12, without prejudice to the provisions of these ICE Futures EUA Futures Contract Rules and any other steps or sanctions which may be taken or applied under the Regulations (including, without limitation, the provisions of Sections D and E of the Regulations), or the Clearing House Rules.
  - (g) The Clearing House may, by Clearing House Directions, instruct a Buyer or Seller that partial settlement is to take place under a Carbon Emissions Allowance Contract to which they are party, in which case the provisions of this Rule Y.12 as to Transfer Request Failures or Transfer Request Delays may apply to part only of such Carbon Emissions Allowance Contract where relevant.

### **Y.13 ARBITRATION AND DISPUTE RESOLUTION**

The Buyer and the Seller acknowledge that, subject to Rules Y.12(f) any disputes relating to the Carbon Emissions Allowance Contract shall be determined in accordance with the arbitration provisions in the Rules.

**Y.14 FORCE MAJEURE<sup>22</sup>**

- (a) (i) If, before the first and any subsequent Delivery Period, the Scheme is, as a result of official written public pronouncement by any duly authorised body representing the European Union, no longer scheduled to proceed or is to be discontinued, or is significantly amended in a manner which prevents the performance of delivery and Transfer obligations in accordance with the ICE Futures EUA Futures Contract Rules and Procedures, the Clearing House shall invoice back any open contract in accordance with the Clearing House procedures, at a price to be fixed by the Exchange or a body appointed by the Exchange, in its absolute discretion. Such price shall be binding on the parties and no dispute as to such price may be referred to arbitration under the Arbitration Rules. In such case, neither the Buyer, Clearing House, nor the Seller shall have any further delivery, Transfer or payment obligations under or in respect of the open Carbon Emissions Allowance Contract.
- (ii) If, before the first and any subsequent Delivery Period, the implementation of the UNFCCC Independent Transition Log is, as a result of official written public pronouncement by any duly authorised body representing the European Union, interrupted or delayed to the extent that the delay prevents the performance of delivery and Transfer obligations in accordance with the ICE Futures EUA Futures Contract Rules and Procedures, the Exchange may, at the close of business of the relevant contract month on the last day of trading for that contract month, transfer the open positions in the relevant contract month to the next forward contract month at a price and by such means to be fixed by the Exchange, in their absolute discretion.
- (b) Subject to Rule Y.14(e), a Seller who is party to a Carbon Emissions Allowance Contract shall not be liable in respect of any failure on its part to submit a Transfer Request in relation to any Carbon Emissions Allowance Contract, any rejection/non acceptance of a Transfer Request or subsequent failure in the credit of Carbon Emissions Allowances to the Buyer's Account, nor shall a Buyer be liable in respect of any failure on its part to ensure the credit to its Account of all Carbon Emissions Allowances under a Carbon Emissions Allowance Contract if performance of such obligations is prevented by Force Majeure. In such case neither party shall be held to be in default under the Carbon Emissions Allowance Contract and no payment shall be made under Rules Y.8 or Y.12.
- (c) Force Majeure shall, in relation to the Buyer or the Seller as the case may be, mean the occurrence of any event (except as provided otherwise in Rule Y.14(e)), which is outside the reasonable control of such party, and which prevents the debiting and crediting of the Buyer's or Seller's Accounts at the Registry so that a Transfer cannot be effected during the Delivery Period, or results in an amount other than the Carbon Emissions Allowance Delivery Amount being credited and debited. Without limitation to the foregoing, an event of Force Majeure shall include:
- (i) the provisions of the Kyoto Protocol or the Scheme being suspended;
- (ii) a public statement by an appropriate authority, or by the Registry, of an occurrence of an event outside the reasonable control of the Registry so as to prevent a Transfer taking place during that Delivery Period, and which is endorsed by the Exchange as a declaration of Force Majeure in respect of the Registry;
- (iii) subject to Rule Y.14(e)(iii), the Registry suspending the submission of Transfer Requests or the effecting of Transfers under the Registry Regulations or otherwise; or
- (iv) for the relevant Delivery Period, the inability to make or accept a Transfer due to an interruption in, delay to or permanent halting of a Transfer resulting from the intervention of the CITL or EUTL, as the case may be, or UNFCCC International Transaction Log in relation to a Registry nominated by the Clearing House as its Initiating and Acquiring Registry.
- (d) Where a Force Majeure event has arisen in relation to one or more Carbon Emissions Allowance Contracts to which the Clearing House is party as Buyer which prevents the Transfer of Carbon Emissions Allowances or performance of other obligations, the Clearing House shall use the Random Selection Mechanism to identify and subsequently notify the relevant Buyers to which the

<sup>22</sup> Amended 12 May 2006, 18 February 2008, Launch of ICE Clear 2008, 27 July 2012

Clearing House is party as Seller, that the Clearing House has declared a Force Majeure event in relation to such Carbon Emissions Allowance Contracts in accordance with these ICE Futures EUA Futures Contract Rules, and/or the Regulations and/or the Clearing House Rules and/or the Clearing House procedures.

- (e) Subject to Rules Y.14(a) and Y.14(c), the occurrence of any of the following events shall not give rise to Force Majeure:
- (i) the refusal or rejection by a Registry or the CITL or EUTLE, as the case may be, and/or the UNFCCC International Transaction Log if appropriate, for whatever reason, of a Transfer Request submitted by the Seller. For the avoidance of doubt, this shall include the refusal or rejection by the Registry, the Registry administrator, the CITL or EUTLE, as the case may be, or the UNFCCC International Transaction Log, as applicable, of a Transfer Request where the Transfer Request would cause the Registry to breach its Commitment Period Reserve; or
  - (ii) the failure of a Communication Link; or
  - (iii) the inability to make a Transfer owing to a problem within the central systems or processes established under the Scheme for the receipt and acceptance of Transfer Requests, but only to the extent that contingency arrangements exist under the Scheme by which the Seller or the Buyer can reasonably be expected to make or accept the Transfer (as the case may be) in accordance with any Clearing House Direction; or
  - (iv) an insufficient amount of (or in the event that there are no) Carbon Emissions Allowances in the Seller's Account to enable the Seller to effect the Transfer, whether caused by non-allocation or low allocation of Carbon Emissions Allowances or for any other reason; or
  - (v) the non-validity for any reason of any Carbon Emissions Allowances for the purposes of meeting the requirements of the Directive.
- (f) A Seller or a Buyer (other than the Clearing House) who is party to a Carbon Emissions Allowance Contract shall not be entitled to relief through the occurrence of an event of Force Majeure under this Rule Y.14 unless such party has notified the Clearing House and the Exchange, or in the case of the Clearing House, the Clearing House shall not be entitled to relief through the occurrence of an event of Force Majeure under this Rule Y.14 unless the Clearing House has notified the other party and the Exchange, as soon as reasonably practicable after such party or the Clearing House as the case may be, has become aware (or after it ought reasonably to have become aware) of such Force Majeure event, and has continued to seek to perform its obligations in accordance with the Carbon Emissions Allowance Contract (in which event it shall be entitled to such relief with effect from the commencement of such Force Majeure event).
- (g) Upon request by the Clearing House and/or the Exchange, a party seeking Force Majeure relief under this Rule Y.14 shall provide all information required by the Clearing House and/or the Exchange as soon as practicable to assist the Exchange in determining whether an event of Force Majeure has occurred. Whether an event of Force Majeure has occurred shall be determined by the Exchange. Where the Clearing House is not the party seeking relief through the occurrence of an event of Force Majeure, the Exchange shall consult a representative of the Clearing House in its determination.
- (h) If Force Majeure prevents the affected party from performing its obligations under a Carbon Emissions Allowance Contract, the Carbon Emissions Allowance Contract shall be invoiced back by the Clearing House, in accordance with the Clearing House procedures, at a price to be fixed by the Exchange, or a body appointed by the Exchange, in their absolute discretion. Such price shall be binding on the parties and no dispute as to such price may be referred to arbitration but completion of invoicing back shall be without prejudice to the right of either party to refer the question of the existence, extent or duration of the Force Majeure or any default or related dispute to arbitration under the Arbitration Rules.



