

AMENDMENTS TO THE RULES AND DIRECTIVES OF BURSA MALAYSIA DERIVATIVES CLEARING BHD (“BMD”) CONSEQUENTIAL TO THE REPEAL OF THE GOODS AND SERVICES TAX PURSUANT TO THE GOODS AND SERVICES TAX (REPEAL) ACT 2018

NO.	RULES / DIRECTIVES	PROVISIONS	PROPOSED AMENDMENTS
1.	BMD Rules	Definitions & Interpretation	<p>Goods and Services Tax or GST</p> <p>The goods and services tax payable pursuant to the Goods and Services Tax Act 2014. Deleted.</p>
2.	BMD Rules	Rule 115	<p>Goods and Services Tax</p> <p>(1) — A person required or directed to pay the fees, charges, costs, expenses or any amount under these Rules (including without limitation the settlement amount referred to in Rules 801 and 802) must pay an amount equal to the Goods and Services Tax payable (“GST amount”) in the manner and within the period the Clearing House specifies unless otherwise specified by the Clearing House in accordance with the Goods and Services Tax Act 2014.</p> <p>(2) — Where a refund of any amount paid is not allowed under these Rules, no refund of the GST amount paid on such amount will be made by the Clearing House.</p> <p>Deleted.</p>
3.	BMD Rules	Rule 801	<p>Parties to Delivery under an Open Contract</p> <p>Subject to the relevant Exchange Rules, Delivery under an Open Contract, other than an Option Open Contract, must at the absolute discretion of the Clearing House be either:</p> <p>(a) between a Clearing Participant who is Buyer to an Open Contract and a Clearing Participant who is Seller to an Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date and the Clearing House effected by:</p> <p>(i) the Clearing House directing such Buyer to accept Delivery from such Seller in accordance with the terms of the Open Contract; and</p> <p>(ii) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Open Contract; and</p>

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			<p>(iii) the Buyer paying to the Clearing House a settlement amount and the GST amount referred to in Rule 115(1) in accordance with the directions of the Clearing House and the terms of the Open Contract to which the Buyer is party; and</p> <p>(iv) the Clearing House paying to the Seller a settlement amount and the GST payable on such amount, calculated in accordance with the terms of the Open Contract to which the Seller is party;</p> <p style="text-align: center;">OR</p> <p>(b) between the Clearing House and a Clearing Participant who is Buyer to an Open Contract and between the Clearing House and a Clearing Participant who is Seller to an Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(i) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount and the GST payable on such amount to such Seller calculated in accordance with the terms of the Open Contract to which the Seller is party; and</p> <p>(ii) Delivery by the Clearing House to such Buyer and the Buyer paying a settlement amount and the GST amount referred to in Rule 115(1) to the Clearing House calculated in accordance with the terms of the Open Contract to which the Buyer is party.</p>
4.	BMDC Rules	802	<p>Parties to Delivery under an Option Open Contract</p> <p>Subject to the relevant Exchange Rules, Delivery under an Option Open Contract which has been Exercised must at the absolute discretion of the Clearing House be either:</p> <p>(a) between a Clearing Participant who is Buyer to an Option Open Contract and a Clearing Participant who is Seller to an Option Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date and the Clearing House effected by:</p> <p>(i) in the case of a Call:</p>

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			<p>(a) the Clearing House directing such Buyer to accept Delivery from such Seller in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Seller to Deliver to such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Buyer paying to the Clearing House a settlement amount and the GST amount referred to in Rule 115(1) in accordance with the terms of the Option Open Contract to which the Buyer is party and directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Seller a settlement amount and the GST payable on such amount, calculated in accordance with the terms of the Option Open Contract to which the Seller is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) the Clearing House directing such Seller to accept Delivery from such Buyer in accordance with the terms of the Option Open Contract; and</p> <p>(b) the Clearing House directing such Buyer to Deliver to such Seller in accordance with the terms of the Option Open Contract; and</p> <p>(c) the Seller paying to the Clearing House a settlement amount and the GST amount referred to in Rule 115(1) in accordance with the terms of the Option Open Contract to which the Seller is party and the directions of the Clearing House; and</p> <p>(d) the Clearing House paying to the Buyer a settlement amount and the GST payable on such amount, calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p style="text-align: center;">OR</p> <p>(b) between the Clearing House and a Clearing Participant who is Buyer to an Option Open Contract and between the Clearing House and a Clearing Participant who is Seller to an Option Open Contract the terms of which are identical in all aspects but not necessarily contract price and contract date, effected by:</p> <p>(i) in the case of a Call:</p> <p>(a) Delivery by such Seller to the Clearing House and the Clearing House paying a settlement amount and the GST payable on such amount to such Seller calculated in accordance with the directions of the Clearing</p>

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			<p>House and the terms of the Option Open Contract to which the Seller is party; and</p> <p>(b) Delivery by the Clearing House to such Buyer and the Buyer paying a settlement amount and the GST amount referred to in Rule 115(1) to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Buyer is party;</p> <p>(ii) in the case of a Put:</p> <p>(a) Delivery by such Buyer to the Clearing House and the Clearing House paying a settlement amount and the GST payable on such amount to such Buyer calculated in accordance with the directions of the Clearing House and the terms of the Option Open Contract to which the Buyer is party; and</p> <p>(b) Delivery by the Clearing House to such Seller and the Seller paying a settlement amount and the GST amount referred to in Rule 115(1) to the Clearing House calculated in accordance with the terms of the Option Open Contract to which the Seller is party.</p>
5.	BMDC Rules	805(b)	A Clearing Participant who fails to accept Delivery, or pay a settlement amount or the GST amount referred to in Rule 115(1) in accordance with Rule 801 or 802 is in default of its obligations.
6.	CP Directive 2-001	Para 5	<p>Rule 115</p> <p>(1) — Rule 115 requires a Clearing Participant to pay an amount equal to the Goods and Services Tax on the fees, charges, costs, expenses or any amount under the Rules in the manner and within the period the Clearing House specifies unless otherwise specified by the Clearing House in accordance with the Goods and Services Tax Act 2014.</p> <p>(2) — The Directive below sets out the manner in which fees and charges in this Directive are displayed and further details on the GST payable.</p> <p>5.1 — “Price payable is exclusive of GST”</p>

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			<p>(1) — The Clearing House has obtained an approval to display prices exclusive of the Goods and Services Tax (“GST”) under subsection 9(7) of the Goods and Services Tax Act 2014. Accordingly, each fee or charge set out in this Directive does not include GST i.e. price payable is exclusive of GST.</p> <p>(2) — 6% GST is payable on all fees or charges (unless otherwise specified by the Clearing House in accordance with the Goods and Services Tax Act 2014), and will be billed in the tax invoices issued in relation to such fees or charges.</p> <p><u>Deleted.</u></p>

[End of Rule Amendments]