

# APEX Gold 10 Troy Ounce Perpetual Futures Contract Specifications

## Table of Contents

1. SCOPE OF CONTRACT SPECIFICATIONS .....	2
2. MAIN FEATURES OF THE CONTRACT .....	3
2.1 Trading Specifications.....	3
2.2 Position Limits.....	4
3. SETTLEMENT AND CLEARING.....	4
3.1 Alternative Resolution of Daily Settlement Price.....	4
4. MISCELLANEOUS.....	5
4.1 Governing Law.....	5
4.2 Contract Modification .....	5
4.3 Other Rules and Procedures for Clearing and Settlement.....	5
4.4 Compliance with Laws .....	5
4.5 Arbitration .....	5
4.6 Force Majeure.....	5
4.7 Cumulative Rights.....	6
4.8 Severability .....	6
4.9 Other Information .....	6
5. DEFINITIONS AND INTERPRETATION.....	7

## 1. SCOPE OF CONTRACT SPECIFICATIONS

This document sets out the contract specifications, trading parameters, settlement terms and other terms of the contracts in respect of APEX Gold 10 Troy Ounce Perpetual Futures Contract ("**Contract Terms**") and shall, in conjunction with the Rules, be binding on all Clearing Members and Exchange Members and constituents trading and/or clearing through them. Capitalised terms in this Contract Terms shall have meanings as set forth in Clause 5 (Definitions And Interpretation). Any capitalised terms, if undefined in these Contract Terms, shall have the meaning ascribed to it under the Rules. In the event of inconsistency between these Contract Terms and the Rules, the Rules shall prevail.

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## 2. MAIN FEATURES OF THE CONTRACT

### 2.1 Trading Specifications

<b>Contract Code</b>	AUP10
<b>Contract Size</b>	10 troy ounces/lot
<b>Quote Currency</b>	USD
<b>Minimum Price Fluctuation</b>	US \$0.10/troy ounce
<b>Tick Value</b>	US \$1
<b>Contract Series</b>	Perpetual Contract
<b>Trading Hours</b>	<p>LBMA Gold Price AM Publication Day</p> <p><u>T Session:</u>  06:55hr - 06:59hr (Pre-opening Session)  06:59hr - 07:00hr (Opening Match Session)  07:00hr - 18:00hr (Day Session)</p> <p><u>T+1 Session:</u>  19:25hr - 19:29hr (Pre-opening Session)  19:29hr - 19:30hr (Opening Match Session)  19:30hr - 05:00hr (Night Session)</p> <p>T stands for a given Trading Day. The end of the Day Session is the end of T.</p> <p>There will be no T+1 Session on the non-LBMA Gold AM Publication Day or the previous Trading Day of a non-LBMA Gold Am Publication Day.</p>
<b>Last Trading Day</b>	Not applicable as there is no maturity date.
<b>Daily Price Limits</b>	+/-10% of previous Trading Day's Daily Settlement Price.
<b>Daily Settlement Price</b>	The Daily Settlement Price of a given day shall be equal to the LBMA Gold Price AM published by IBA in troy ounce.
<b>Final Settlement Price</b>	Not applicable as there is no maturity date.
<b>Settlement Method</b>	Cash Settlement in USD against the Daily Settlement Price
<b>Rollover Fees</b>	<p>Rollover Fees shall be applied to all open positions at the end of the T Session. The Rollover Fees will be calculated and collected during the end-of-day clearing cycle at the end of each Trading Day.</p> <p>The formula is as follows:  Number of open position contracts x Contract Size x Daily Settlement Price x Rollover Rate ÷ 365</p>

	The Rollover Rate used to calculate the Rollover Fees will be published on the APEX website.
<b>Block Trade</b>	Minimum 10 lots
<b>Initial Margin</b>	Based on SPAN®
<b>Maximum Order Size</b>	500 lots

## 2.2 Position Limits

A Person is deemed to have the beneficial interest in the positions of all accounts that are directly or indirectly owned or controlled by that Person. All such positions shall be treated as one position in calculating Position Limits.

<b>Contract</b>	<b>Position Limit</b>
All Gold Contracts Combined	A Person shall not own or control any combination of AUP, AUP1, AUP10 and AUP100 that exceed an equivalent of 35,000 troy ounce net long or short.
AUP10	A Person shall not own or control more than 3,500 lots net long or short.

A Person may apply for an increase in its Position Limits through its Clearing Member. The grant of any such increase shall be at the sole discretion of the Exchange.

## 3. SETTLEMENT AND CLEARING

### 3.1 Alternative Resolution of Daily Settlement Price

Where the Daily Settlement Price is otherwise not available pursuant to Clause 2.1, the Daily Settlement Price shall be determined by such other methodology as the Clearing House may determine. The Daily Settlement Price determined by such means shall be binding and final.

## **4. MISCELLANEOUS**

### **4.1 Governing Law**

These Contract Terms shall be governed by and construed in all respects in accordance with the laws of Singapore.

### **4.2 Contract Modification**

The Exchange may amend these Contract Terms from time to time as it deems fit, in accordance with the provisions in the Exchange Rules, including, without limitation, Rules 705, 712, 713 and 714.

### **4.3 Other Rules and Procedures for Clearing and Settlement**

The rules and procedures for clearing and settlement that are not specifically covered in these Specifications shall be governed by the Clearing Rules and Clearing Procedures.

### **4.4 Compliance with Laws**

The Parties shall comply with all applicable Singapore and foreign laws and regulations including administrative orders, rulings, directives and notices of all relevant authorities and regulatory bodies (including the Monetary Authority of Singapore, the Exchange and the Clearing House). Provided that if at any time any such order, ruling, directive, notice, statute or regulation conflicts with or adds to the requirements of these Contract Terms, such order, ruling, directive, notice, statute or regulation shall be construed to take precedence over and become part of these Contract Terms which shall be deemed modified to such extent as may be necessary to incorporate or give effect to the same, and all open and new Contracts shall be subject to such order, ruling, directive, notice, statute or regulation.

### **4.5 Arbitration**

All disputes arising out of or in connection with these Contract Terms may be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three arbitrator(s). The language of the arbitration shall be English.

### **4.6 Force Majeure**

The Exchange shall not have any liability under or be deemed to be in breach of these Contract Terms for any delays or failures in performance of these Contract Terms by reason of war, fire, strikes, lock-outs, riots, civil commotion and/or any cause comprehended in the term force majeure and these Contract Terms shall be automatically terminated upon such event.

#### **4.7 Cumulative Rights**

Any specific right or remedy provided in these Contract Terms:

- a) Shall not prejudice any other remedies available to the Parties under law or equity; and
- b) Shall be cumulative upon all other rights and remedies set forth in these Contract Terms and allowed under applicable laws.

#### **4.8 Severability**

If any provision of these Contract Terms is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

#### **4.9 Other Information**

The LBMA Gold Price AM published by IBA on its website is subject to the disclaimer and copyright notice regarding information set out on its website.

The LBMA Gold Price, which is administered and published by ICE Benchmark Administration Limited (IBA), serves as, or as part of, an input or underlying reference for APEX Gold 10 Troy Ounce Perpetual Futures Contract.

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IBA and its affiliates make no claim, predication, warranty or representation whatsoever, express or implied, as to the results to be obtained from any use of the LBMA Gold Price, or the appropriateness or suitability of the LBMA Gold Price for any particular purpose to which it might be put, including with respect to APEX Gold 10 Troy Ounce Perpetual Futures Contract. To the fullest extent permitted by applicable law, all implied terms, conditions and warranties, including without limitation, as to quality, merchantability, fitness for purpose, title or non-infringement, in relation to the LBMA Gold Price are hereby excluded and none of IBA or any of its affiliates will be liable in contract or tort (including negligence), for breach of statutory duty or nuisance, or under antitrust laws, for misrepresentation or otherwise, in respect of any inaccuracies, errors, omissions, delays, failures, cessations or changes (material or otherwise) in the LBMA Gold Price, or for any damage, expense or other loss (whether direct or indirect) you may suffer arising out of or in connection with the LBMA Gold Price or any reliance you may place upon it.

## 5. DEFINITIONS AND INTERPRETATION

In these Contract Terms, unless the context otherwise requires, the following words or expressions shall have the following meanings:

<b>Words or Expressions</b>	<b>Definition and Interpretation</b>
<b>APEX</b>	Shall mean Exchange and/or Clearing House
<b>Clause</b>	Means a clause in these Contract Terms
<b>Clearing House</b>	Means Asia Pacific Clear Pte. Ltd. and its successors (if any)
<b>Clearing Rules</b>	Means the business rules of the Clearing House, including the Clearing Procedures, in force and as amended from time to time
<b>Clearing Member</b>	Shall have the meaning ascribed to it in the Exchange Rules
<b>Clearing Procedures</b>	Means the clearing procedures established by the Clearing House from time to time
<b>Contract</b>	Means the Contract for APEX Gold 10 Troy Ounce Perpetual Futures
<b>Contract Terms</b>	Shall have the meaning ascribed to it in Clause 1
<b>Contract Code</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Contract Series</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Contract Size</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Daily Price Limit</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Exchange</b>	Means Asia Pacific Exchange Pte. Ltd. and its successors (if any)
<b>Exchange Rules</b>	Means the business rules of the Exchange in force and as amended from time to time
<b>Final Settlement Price</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Initial Margin</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Last Trading Day</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>LBMA Gold Price AM</b>	Means the final auction price published by ICE Benchmark Administration Limited (IBA) for the auction run at 10.30am London time
<b>LBMA Gold Price AM Publication Day</b>	Means a 24-hour day, on all days except Saturdays, Sundays and days which have been established by IBA to be a non-publishing day, such days to be determined by IBA from time to time and as published on IBA's website.
<b>Members</b>	Shall have the meaning ascribed to it in the Exchange Rules
<b>Minimum Price Fluctuation</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Perpetual Contract</b>	Means the contracts that do not have any expiration date and open positions are rolled over to the next Trading Day.

<b>Person</b>	Means any individual, corporation, partnership, statutory body, government ministry, association, trust or entity as the context admits or requires
<b>Position Limits</b>	Means the maximum permitted holding in a designated Contract either by a single account or across multiple accounts that the Exchange and/or Clearing House may from time to time impose in respect of any Contract as set forth in Clause 2.2
<b>Rollover Fees</b>	Shall have the meaning ascribed to it in Clause 2.1
<b>Rollover Rate</b>	Means the rate being published by APEX for the purpose of computation of daily Rollover Fees.
<b>Rules</b>	Means the Exchange Rules and/or the Clearing Rules, as the context requires
<b>Singapore Business Day</b>	Means a 24-hour day, on all days except Saturdays, Sundays, and public holidays (within the meaning of the Holidays Act (Chapter 126 of Singapore)) in Singapore
<b>Trading Day</b>	Means any day during which the Contract is available for trading on the Exchange
<b>Trading Procedures</b>	Means the trading procedures established by the Exchange from time to time