



Turquoise

London Stock Exchange Group

TURQUOISE RULE BOOK

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Contents

- Contents 1**
- 1 Glossary 3**
- 1.1 Glossary 3**
- 2 Core Rules 7**
- 2.1 Status of Turquoise 7**
- 2.2 Governing law..... 7**
- 3 Participation..... 7**
- 3.1 Members..... 7**
- 3.2 Suspension or termination of a Member 8**
- 3.3 Resignation of a Member 9**
- 3.4 Continuing obligations 9**
- 3.5 Confidentiality 9**
- 3.6 Conduct Rules 9**
- 3.7 PTM Levy..... 10**
- 4 Securities traded on Turquoise 10**
- 4.1 Securities eligible for trading on Turquoise 10**
- 4.2 Corporate actions..... 10**
- 4.3 Liquidity Providers..... 10**
- 5 Trading Rules.....11**
- 5.1 Trading calendar and hours of operation11**
- 5.2 Trading sessions11**
- 5.3 Tick and lot sizes.....11**
- 5.4 Order types in the Integrated Order Book11**
- 5.5 Dark Orders in the Dark Midpoint Order Book 12**
- 5.6 Continuous Order matching 13**
- 5.7 Randomised Periodic Uncrossing..... 13**
- 5.8 Volatility rejections..... 13**

5.9	Regulatory Suspensions of Trading	13
5.10	Order Routing ,Direct Market Access and Sponsored Access	14
5.11	Cancelling trades and Orders	14
5.12	Trade reporting	14
5.13	Negotiated Transactions	14
6	Monitoring and compliance	15
6.1	Monitoring of compliance	15
6.2	Co-operation with the FSA	15
6.3	Disclosure by Members	15
7	Disciplinary action and sanctions	15
7.1	Powers of Turquoise Management to discipline Members	15
7.2	Sanctions	16
8	Appeals	16
8.1	Rights	16
8.2	Procedures	16
8.3	Appeals Committee	17
8.4	Decisions	17
9	Changing the Rules	17
9.1	Power to change the Rules	17
9.2	Material amendment	17
9.3	Procedure for amendment	17
10	Complaints by Members	18

1 Glossary

1.1 Glossary

Term	Meaning
Appeals Committee	means the committee described in section 8.3 of these Rules.
Applicant	means a person applying to become a Member in accordance with section 3 of these Rules.
Board	means the board of directors of Turquoise Services Limited .
Chief Operating Officer	means the incumbent executive responsible for this function.
Closing Price	<p>means the price that is set at the end of the Turquoise trading day and is derived from the TLTP.</p> <p>Where there is no TLTP at the close (i.e. no Turquoise trades have occurred during the day), the Closing Price will be the PCP for European Securities, the USLTP for US Securities.</p> <p>Where there is no TLTP and no ELTP or USLTP, the Closing Price will be the previous day's Closing Price.</p>
Competent Authority	means the authority designated by each member state of the EEA in accordance with Article 48 of MiFID or the relevant American authority.
Compliance and Regulatory Committee	means a sub-committee of the Board with oversight of the compliance function and with responsibility for, amongst other things, the disciplinary process.
Continuous and Randomised Periodic Uncrossing	means the execution instruction selected by the Member on order entry whereby its Order is open to matching during continuous trading and any unexecuted volume will rest in the Dark Midpoint Order Book open to continuous matching and matching during the Randomised Periodic Uncrossing Events.
Dark Order	means an order that is not displayed to the market.
Dark Midpoint Order Book	means the Order Book containing only Dark Orders pegged to the PMP.
Eligibility Criteria	means the criteria for eligibility for participation on Turquoise set out in rule 3.1.3.
Erroneous Order	an Order submitted to, or executed on, Turquoise in error as to price, quantity, currency, side or symbol.
ESMA	Means the European Securities and Markets Authority
FSA	means the Financial Services Authority of the United Kingdom.

Term	Meaning
FSA Rules	means the FSA Handbook of Rules and Guidance as amended from time to time.
FSMA	means the Financial Services and Markets Act 2000 of the United Kingdom as amended from time to time.
Iceberg Limit Order	means an Order where only a portion of the total Order quantity of an Iceberg Order is visible in the Order Book at any one time. Once the designated display quantity is filled, then the display quantity is automatically and immediately refreshed reducing the quantity held in reserve. The total quantity of the Order is always reflected in the matching engine and eligible for execution. The display quantity must be submitted as an explicit quantity and not a percentage of the total quantity.
Integrated Order Book	means the Order Book containing only visible Orders and Dark Orders meeting the Large in Scale requirement.
Large in Scale	means a size of Order as compared to the normal market size for the share or type of share in question and as determined by MiFID.
Limit Order	means an Order to buy or sell Securities at a price equal to or better than a limit price specified by the Member.
Liquidity Provider	Means a Member who has signed the Liquidity Provision Agreement as described in rule 4.3
Market Notice	means any notice published or disseminated by Turquoise Management to Members from time to time.
Market Order	means an Order to buy or sell Securities at the price available in the Order Book.
Member	means a Member on Turquoise admitted in accordance with section 3 of these Rules.
Member Agreement	the agreement entered into by Members and Turquoise Global Holdings Limited that, along with these Rules, governs Members' access to and use of Turquoise.
Minimum Acceptable Quantity	means an explicit quantity less than or equal to the total Order quantity submitted for any Dark Order.

Term	Meaning
MiFID	means the European Parliament and Council Directive on markets in financial instruments (No. 2004/39/EC) and Commission Regulation (EC) 1287/2006 implementing Directive 2004/39/EC of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive and Commission Directive No. 2006/73/EC implementing Directive 2004/39/EC of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.
MTF	means a Multilateral Trading Facility as defined in article 4(1)(15) of MiFID.
Order	means any Order submitted to an Order Book.
Order Books	means the facilities operated by Turquoise for the submission and execution of Orders.
PCP	means Primary-market Close Price and is defined as being equal to the close price published by the Primary-markets. Where there is no PCP, the PCP will be set from the TRP.
PCPA	means the Primary-market Close Price Adjusted, where the PCP has been adjusted for any corporate action that has taken place overnight.
PMP	means the Primary-market Midpoint Price.
Price Control Band	means the range between the smallest possible price and the upper extreme of the Volatility Band in the case of a bid, or the range from the lowest extreme of the Volatility Band up to infinity in the case of an offer.
Primary-market	means the market on which Turquoise Management determines a Security has its primary listing.
PTM Levy	means the levy determined by and payable to the Panel on Takeovers and Mergers.
Regulatory Suspension of Trading	means a suspension of trading, in a Security, on a Primary-market for regulatory reasons.
Rules	means these Rules as amended from time to time.
Randomised Periodic Uncrossing Only	means the execution instruction selected by the Member on order entry whereby its Order will only be open to matching against contra-side Orders resting in the Dark Midpoint Order Book during the Randomised Periodic Uncrossing events.
Security	means a Security eligible for trading on Turquoise in accordance with rule 4.1.1.

Term	Meaning
TBBO	means the best displayed Bid and Offer on the Turquoise Integrated Order Book
Test Symbols	means symbols identified by Turquoise Management and communicated to Members as appropriate means of identifying securities for trading which exist only for testing purposes and will not lead to a binding contract.
TLTP	means the Turquoise Last Trade Price and is the price of the last trade on the Turquoise market. This is set by any trade that occurs during the operation of the market. Prior to the first trade of a trading day, the Last Trade Price is deemed to be undefined.
TMO	means the Turquoise Market Operations
Trading Services Description	means the manual available for Members upon commencement of membership (as amended from time to time) providing, amongst other things, guidance on trading on Turquoise.
TRP	means the Turquoise Reference Price. During the pre-opening phase this will be the Closing Price or Closing Price adjusted for any corporate action that has taken place overnight. In the event that a significant price movement affects a Security, TMO will adjust the TRP to reflect the new market conditions.
Turquoise	means the multilateral trading facility operated by Turquoise Global Holdings Limited in accordance with these Rules.
Turquoise Management	means the management of Turquoise Global Holdings Limited.
Turquoise Member Package	means the package of documents to be completed by Applicants as part of the application procedure.
Visible Orders	means displayed Orders contained in the Integrated Order Book.
Volatility Band	means the range of prices, as determined by TMO, on each side of the TLTP and the TRP by reference to which TMO may determine acceptable levels of price volatility.
USLTP	means the US Last Trade Price and is the price of the last trade from US markets as defined by Turquoise and published in a Market Notice excluding Turquoise. Prior to the first trade of a trading day the USLTP is deemed to be undefined.

2 Core Rules

2.1 Status of Turquoise

2.1.1 Turquoise is an MTF authorised and regulated by the FSA and will comply with all applicable rules, including the Rules, and regulations without notice to Members.

2.1.2 Turquoise is not available for the primary listing of Securities.

2.2 Governing law

2.2.1 These Rules are governed by, and shall be construed in accordance with, the laws of England and Wales.

3 Participation

3.1 Members

Application procedure

3.1.1 Applicants can apply to become Members at any time by completing the Turquoise Member Package.

Eligibility

3.1.2 Applicants are eligible to apply to participate on Turquoise provided they meet the Eligibility Criteria set out below.

- (i) the Applicant must be an EEA regulated investment firm or credit institution (as defined under MiFID); or
- (ii) the Applicant must show that it is fit and proper; and
- (iii) Turquoise Management must be satisfied that the Applicant has or will have sufficiently completed conformance testing prior to conducting business on Turquoise; and
- (iv) Turquoise Management must also be satisfied that the Applicant has adequate organisational arrangements and a sufficient level of trading ability and competence and other relevant systems and controls; and
- (v) the Applicant must be a clearing member of a central counterparty approved by Turquoise Management or have made satisfactory arrangements with an entity that is in order to guarantee the clearing of any transactions executed on Turquoise.

Members

3.1.3 All Members will have access to the same functionality, services and tariff structure on Turquoise.

Member responsibilities

3.1.4 Members will be responsible for all Orders and actions taken on the Members' user account by its officers, employees and agents.

3.1.5 A Member must at all times have adequate systems and controls to prevent the submission of Erroneous Orders to the Turquoise market and to ensure that its conduct on Turquoise complies with these Rules.

- 3.1.6 All Members are responsible for ensuring adequate training and supervision of their staff when using Turquoise.
- 3.1.7 Members are responsible for settling trades executed on Turquoise and are bound by the rules and procedures of the central counterparty (or the agreement with the clearing member) in the event of a settlement default.
- 3.1.8 Members are responsible for retaining records of all trades entered into on Turquoise for a minimum of 5 years;
- 3.1.9 Members are responsible for ensuring that, with respect to trading, relevant telephone lines are recorded and records are maintained for a minimum of 1 month;
- 3.1.10 Members must continue to meet the Eligibility Criteria at all times whilst a Member.
- 3.1.11 Members will be bound by these Rules and by any decision of Turquoise Management made pursuant to these Rules.

Notification requirements

- 3.1.12 Members must notify Turquoise Management as soon as practically possible on the occurrence of any of the following:
- (i) a change in the Members' name, contact details or legal status 5 working days in advance of any change taking effect;
 - (ii) a change of control of the Member within the meaning given under FSMA within 5 days of becoming aware;
 - (iii) a material change or intervention regarding the Member such as enforcement action by a Competent Authority or litigation to the extent that it affects the ability of the Member to comply with these Rules.
 - (iv) insolvency of the Member immediately upon becoming aware;
 - (v) a change in the Member's ability to meet the Eligibility Criteria immediately upon becoming aware;
 - (vi) a loss of connectivity, or other technical issues which might affect the Member's ability to comply with these Rules, to Turquoise immediately upon becoming aware; or
 - (vii) a material breach of these Rules upon becoming aware thereof.

3.2 Suspension or termination of a Member

- 3.2.1 Turquoise Management may at its absolute discretion suspend or terminate participation by a Member:
- (i) where the Member ceases to meet the Eligibility Criteria;
 - (ii) where the Member breaches these Rules or the Member Agreement; or
 - (iii) in any other circumstances where Turquoise Management reasonably considers such suspension or termination necessary to ensure orderly trading on the platform.
- 3.2.2 Turquoise Management will notify a Member in writing, as soon as practically possible, of action taken under rule 3.2.1.
- 3.2.3 A Member must lodge any appeal of a decision made by Turquoise Management under rule 3.2.1 within 10 days of receiving notice given under rule 3.2.2.

3.2.4 Turquoise Management may at its discretion reinstate a Member following suspension under rule 3.2.1 and may make such reinstatement subject to conditions or restrictions on participation.

3.3 Resignation of a Member

3.3.1 A Member may resign its participation on Turquoise by giving at least one (1) month's notice.

3.3.2 Turquoise Management may at its absolute discretion:

- (i) waive some or all of the notice period; or
- (ii) impose conditions or restrictions, including requiring a longer notice period, on the resignation of the Member to the extent that such conditions or restrictions are necessary to ensure the integrity of Turquoise and orderly trading on Turquoise.

3.4 Continuing obligations

3.4.1 Where disciplinary procedures under these Rules are in place or an investigation by Turquoise Management in relation to the conduct of the Member is underway, a Member's obligations under Rules 3, 6, 7 and 8 will continue for one (1) calendar year after a Member ceases to participate in Turquoise either by reason of termination or resignation.

3.4.2 Turquoise Management retains the right to bring disciplinary action against a Member under section 8 of these Rules for one (1) calendar year after a Member ceases to participate in Turquoise where the cause of action occurred prior to the termination of Membership.

3.5 Confidentiality

3.5.1 Turquoise Management will treat as confidential any information received from Members in relation to business done on Turquoise except where:

- (i) the information is publicly available;
- (ii) disclosure is required by law or any tax or regulatory authority (including but not limited to a Competent Authority);
- (iii) disclosure is made in the interests of co-operation with any regulatory investigation conducted by a Competent Authority;
- (iv) disclosure is expressly permitted by law and any agreement between Turquoise and the Member; or
- (v) the Member has otherwise consented to the disclosure in writing.

3.6 Conduct Rules

Prohibited practices

3.6.1 Members must not, in respect of any of their business on Turquoise:

- (i) commit any act or engage in any course of conduct which creates or is likely to create a false or misleading impression as to the market in, or the price of, any Security;
- (ii) do or engage in any act or course of conduct which is likely to harm the integrity or fairness of Turquoise;
- (iii) commit any act or engage in any course of conduct which will or is likely to bring Turquoise into disrepute;

- (iv) do or engage in any conduct which is in breach of the Market Abuse Directive;
- (v) breach these Rules or cause or contribute to a breach of these Rules by any other Member; or
- (vi) place any Orders in an Order Book for the purpose of testing systems except where the appropriate Test Symbols are used.

3.6.2 Turquoise Management may take disciplinary action under section 7 of these Rules in relation to a Member's conduct which in the opinion of Turquoise Management falls within that described in rule 3.6.1.

3.7 PTM Levy

3.7.1 A Member will ensure payment of the PTM Levy by it or its clients to the Panel on Takeovers and Mergers in relation to trades undertaken on Turquoise for Securities of companies incorporated in the United Kingdom, the Channel Islands or the Isle of Man.

Guidance:

Turquoise supports the Panel on Takeovers and Mergers and reminds Members that a qualifying trade in a qualifying security, whether traded on or off any exchange or platform, is subject to the PTM levy

3.7.2 It is the Member's responsibility to determine the amount payable under the PTM Levy.

4 Securities traded on Turquoise

4.1 Securities eligible for trading on Turquoise

4.1.1 Turquoise Management will determine at its absolute discretion which Securities are eligible for trading on Turquoise.

4.1.2 Securities admitted to trading will be securities admitted to trade on a regulated market in the EEA ("European Securities") or in the United States of America ("US Securities").

4.1.3 Turquoise Management will make a decision on changes to the list of Securities and will communicate these decisions to Members in a timely manner by Market Notice.

4.1.4 If a Security trades in more than one currency, Turquoise may support multiple Order Books representing each of the currencies in which that Security trades.

4.1.5 If a Security that is capable of settlement in more than one settlement system, Turquoise may support multiple Order Books representing each of the currencies in which that Security trades.

4.2 Corporate actions

4.2.1 Members are required to obtain information relating to corporate actions affecting the Securities which they trade and must ensure that such a Security is accurately priced in respect of the corporate action.

4.3 Liquidity Providers

4.3.1 Liquidity Provider status is available to Members who may qualify for such a status.

4.3.2 The conditions to qualify and the Liquidity Provision Obligations to meet in order to act as a Liquidity Provider are detailed in the Liquidity Provider Agreement as published from time to time at www.tradeturquoise.com.

5 Trading Rules

5.1 Trading calendar and hours of operation

- 5.1.1 Turquoise will be open for business every weekday except for Good Friday, Christmas Day and New Years Day.
- 5.1.2 The hours of operation of Turquoise will be as decided by Turquoise Management and communicated to Members by Market Notice.
- 5.1.3 Members will be given reasonable notice of any change to the trading calendar or hours of operation of Turquoise.
- 5.1.4 Regardless of the location of the primary listing of Securities, the trading calendar and hours of operation of Turquoise apply to all trading activity on Turquoise.

5.2 Trading sessions

- 5.2.1 Each trading day on Turquoise will be divided into sessions as decided by Turquoise Management and communicated to Members on reasonable notice by Market Notice.

5.3 Tick and lot sizes

- 5.3.1 Members must comply with the tick size structure set by Turquoise Management from time to time. In the absence of any tick size structure set by Turquoise Management, the applicable tick size will be as defined by the Primary-markets at the relevant time.
- 5.3.2 A lot size of one (1) will be utilised for all Securities.

5.4 Order types in the Integrated Order Book

- 5.4.1 Where an Order is specified as having a particular duration in a manner supported by Turquoise then the Order will expire at the end of that duration.

Limit Orders

- 5.4.2 A Limit Order will only be matched at a price equal to or better than the limit price.
- 5.4.3 Turquoise will accept all Limit Orders within the Price Control Band. Orders outside the Price Control Band will be rejected and Members will be notified accordingly.
- 5.4.4 A Limit Order sent to the Integrated Order Book and not immediately executed will be displayed at its full price and with either the full quantity displayed or, in the case of an Iceberg Order, the member-specified subset of the quantity displayed.

Iceberg Limit Orders

- 5.4.5 If an Order is partially executed and the remaining quantity is less than the original display quantity, then the new display quantity is equal to the residual balance.
- 5.4.6 Only the displayed quantity of an Iceberg Order will retain its place in the priority queue. When the displayed quantity is replenished, the new display quantity will go to the back of the priority queue at that price level.

Market Orders

- 5.4.7 Turquoise will accept Market Orders that will execute until the entered quantity has been completed or a Volatility Band is reached.

5.4.8 A Turquoise Market Order will execute against all Orders within the Integrated Order Book, where execution is possible, and will not interact with Orders from an external market centre.

5.4.9 The iceberg functionality does not apply to Market Orders.

Immediate or Cancel (“IOC”) Orders

5.4.10 IOC Orders not immediately executed will be cancelled, and will not be displayed.

Large in Scale (“LIS”) Dark Orders

5.4.11 Orders can qualify as LIS as determined by reference to the Normal Market Size as defined in MiFID and updated annually by ESMA.

5.4.12 LIS Orders can be entered into the Integrated Order Book as Dark, and neither the price nor quantity will be displayed.

5.4.13 A Dark Order submitted to the Integrated Order Book will be rejected if it is below the threshold for LIS in respect of the relevant Security.

5.4.14 The evaluation as to whether an Order qualifies as LIS will take place at the time the Order is submitted or its quantity or price is amended. A partial fill of an Order that is LIS will not change its qualification for being a Dark Order.

Minimum Acceptable Quantity (“MAQ”)

5.4.15 In the Integrated Order Book, MAQ is supported only for Market Orders and IOC Orders.

5.4.16 Any visible Limit Order submitted with a MAQ will be rejected by Turquoise.

5.5 Dark Orders in the Dark Midpoint Order Book

5.5.1 Neither the price nor quantity of Orders in the Dark Midpoint Order are displayed.

5.5.2 Orders entered into the Dark Midpoint Order Book will only match at the PMP Reference Price and interact with other Orders in the Dark Midpoint Order Book.

Types of Dark Orders

5.5.3 Turquoise will accept three types of Dark Orders in the Dark Midpoint Order Book:

- (i) Dark Orders submitted with a defined limit price;
- (ii) Dark Orders submitted as a market Order; and
- (iii) Dark Orders pegged to the PMP.

Limit Orders

5.5.4 A Limit Order will only be matched at a price equal to or better than the limit price.

5.5.5 If the Limit Price precludes an order matching at the prevailing PMP, the Limit Order will retain its queue priority, but will be prevented from matching whilst the prevailing PMP is beyond the specified Limit.

Minimum Acceptable Quantity (“MAQ”)

5.5.6 In the Dark Midpoint Order Book, MAQ is supported for all three Dark Order types.

5.6 Continuous Order matching

- 5.6.1** Continuous matching will occur during normal trading sessions.
- 5.6.2** Orders entered into the Integrated Order Book will be matched using the following criteria in order of precedence:
- (i) Price;
 - (ii) Transparency (visible Limit Orders before Dark Orders); and
 - (iii) Time (time priority in the Order Book is based on the time stamped on an Order when it arrives in the Order Book).
- 5.6.3** During continuous trading all visible Limit Orders will have priority over Dark Orders with the same price.
- 5.6.4** Dark Orders entered into the Dark Midpoint Order Book will be matched using the time criteria only.
- 5.6.5** When an Order is matched on Turquoise it will create a binding contract.

5.7 Randomised Periodic Uncrossing

- 5.7.1** This functionality exists for the Dark Midpoint Order Book only.
- 5.7.2** Members may select on order entry either the Randomised Periodic Uncrossing Only execution instruction or the Both Continuous and Randomised Periodic Uncrossing execution instruction.

5.8 Volatility rejections

- 5.8.1** Limit Orders outside the Price Control Band will be rejected and a message will be sent to the Member who placed the Order notifying the Member of the rejection.
- 5.8.2** Where a Market Order that would trigger a volatility rejection has been partially filled, the remaining quantity of the Order will be cancelled and a message will be sent to the Member who placed the Order notifying the Member of the cancellation.

5.9 Regulatory Suspensions of Trading

- 5.9.1** In the event that there is a Regulatory Suspension of Trading in relation to a Security, Turquoise Management will suspend trading in that Security.
- 5.9.2** In the event of a Regulatory Suspension of Trading on a Primary -market, Turquoise Management will adopt the following procedure:
- (i) Existing Orders will remain in the Order Book;
 - (ii) New Orders will be rejected with appropriate error message; and
 - (iii) Members will be able to cancel their Orders, but no further Order amendment will be permitted.
- 5.9.3** Turquoise Management will comply with any instruction made by a Competent Authority to suspend or remove a Security from trading.
- 5.9.4** A Member must not execute a trade when it knows that the relevant Security is subject to a Regulatory Suspension of Trading regardless of the state of the Order Book for that Security.

5.10 Order Routing ,Direct Market Access and Sponsored Access

5.10.1 Members are responsible for all obligations arising from an Order submitted to Turquoise in the Member's name regardless of the origin of the Order.

5.11 Cancelling trades and Orders

5.11.1 Turquoise Management, acting with due skill care and diligence, has discretion to cancel a trade, or delete an order, in whatever circumstances it considers appropriate, including, but not limited to circumstances where Turquoise Management cannot contact a Member seeking to extend an auction.

5.11.2 If an Order appears to be Erroneous in the opinion of Turquoise Management, Turquoise Management may contact the relevant Member to ensure the validity of the Order.

5.11.3 When considering whether to cancel an Order or a trade, Turquoise Management will take into account:

- (i) the size of the Order or trade; and
- (ii) the price of the Order or trade.

Emergency powers

5.11.4 Turquoise Management may suspend all trading on Turquoise or impose conditions on trading on Turquoise, as notified to Members by Market Notice when it considers this necessary to maintain the integrity of the market or the fair and orderly trading on Turquoise.

General measures

5.11.5 Turquoise Management may, acting reasonably, change or adjust the Closing Price.

5.11.6 Turquoise Management may, acting reasonably, change or adjust the TRP.

5.12 Trade reporting

5.12.1 Turquoise Management will distribute information on the conclusion of a trade on Turquoise and trades reported to it under Rule 5.13 that will constitute a trade report for the purposes of the FSA Rules. Members must not report elsewhere, trades concluded on Turquoise, in satisfaction of any trade reporting requirement imposed by MiFID, except where the trade has been concluded on another MTF.

5.13 Negotiated Transactions

5.13.1 A Member may bring a privately negotiated transaction within the Rules subject to the following:

- (i) The security is a Security admitted to trading on Turquoise.
- (ii) The transaction is negotiated privately between two Members and is, by agreement, subject to the Rules of Turquoise.
- (iii) The negotiated transaction must be flagged as such and must be priced at or within the TBBO. Transactions priced outside the TBBO will be rejected.

Guidance:

Where there is no TBBO, the transaction will be rejected.

- (iv) A transaction reported to Turquoise pursuant to this rule must not duplicate another report in respect of the same transaction, where this trade has been concluded on

another MTF, unless it requests the suppression of the report by using the appropriate indicator.

- 5.13.2 Turquoise Management may, at its absolute discretion, refuse a transaction being brought under its Rules.

Guidance:

Turquoise Management shall have discretion to refuse a negotiated transaction which is not flagged as such or where this transaction is not pertaining to a Security admitted to trading on Turquoise. For the avoidance of doubt, this list is non-exhaustive and for indicative purposes only.

6 Monitoring and compliance

6.1 Monitoring of compliance

- 6.1.1 Turquoise Management will have systems in place to monitor compliance with the Rules, disorderly trading conditions and conduct that may involve market abuse.

6.2 Co-operation with the FSA

- 6.2.1 Turquoise Management will report to the FSA any significant breaches of the Rules, disorderly trading conditions and conduct that may involve market abuse.
- 6.2.2 Turquoise Management will supply information to the FSA as required.
- 6.2.3 Turquoise Management will assist the FSA (or other Competent Authority) in any investigation of market abuse.
- 6.2.4 Members must co-operate with Turquoise Management and the FSA in any investigation conducted in relation to trading on Turquoise.
- 6.2.5 Turquoise Management has the power to do all things necessary to comply with relevant laws or the request of the FSA or other Competent Authority.

6.3 Disclosure by Members

- 6.3.1 Turquoise Management may require Members to disclose information or produce documents in the Member's possession, custody or control relevant to business on Turquoise in a format specified by Turquoise Management, for the purpose of investigating compliance with these Rules.
- 6.3.2 Members will provide all reasonable assistance to Turquoise Management and its delegates regarding the investigation of a possible breach of these Rules, which assistance may include providing access to information and individuals reasonably within the control of the Member.
- 6.3.3 The level of co-operation afforded by a Member under rule 6.3.2 can be taken into account in determining any sanction applied under rule 7.2.1.

7 Disciplinary action and sanctions

7.1 Powers of Turquoise Management to discipline Members

- 7.1.1 Turquoise Management may take disciplinary action against a Member in respect of any act or omission that may amount to a breach of these Rules.
- 7.1.2 Turquoise Management may suspend or restrict a Member's activities on Turquoise on an interim basis when a matter is under investigation.

7.1.3 Members shall co-operate with Turquoise Management in its investigation into a suspected breach of these Rules.

7.1.4 In enforcing these Rules, Turquoise Management will have regard to the need to maintain a fair and orderly market in the interests of Members.

7.2 Sanctions

7.2.1 Turquoise Management will have absolute discretion to impose sanctions on a Member for a breach of the Rules including:

- (i) temporary suspension;
- (ii) termination of participation;
- (iii) levying a fine up to £20 000;
- (iv) issuing a cease and desist letter;
- (v) issuing a censure;
- (vi) issuing a no action letter;
- (vii) an order directing restitution to any injured person; and
- (viii) publication of the details of the breach and the identity of the Member.

7.2.2 Turquoise Management may impose a combination of the sanctions listed in rule 7.2.1 on a Member for a breach of the Rules.

7.2.3 The discretion of Turquoise Management to impose sanctions will extend to negotiating a settlement with a Member regarding an alleged breach of these Rules, the terms of which may include imposing a sanction, or combination of sanctions, listed in rule 7.2.1.

8 Appeals

8.1 Rights

8.1.1 A Member may appeal a decision made by Turquoise Management under these Rules within ten (10) working days of having received written notice of the decision.

8.1.2 There is no right of appeal in relation to interim decisions.

8.2 Procedures

8.2.1 A notice of intention to appeal must be submitted in writing to Turquoise Management within ten (10) working days of the Member being notified in writing of the findings of any investigation of an alleged breach of the Rules. Turquoise Management will then refer any such appeal to the Compliance and Regulatory Committee.

8.2.2 A Member will, within twenty (20) working days of giving notification of any appeal under rule 8.2.1, provide the Compliance and Regulatory Committee with a written submission outlining the grounds for the appeal.

8.2.3 The Compliance and Regulatory Committee will consider requests for an extension to the timeframe allowed under 8.2.2.

8.3 Appeals Committee

- 8.3.1** Appeals will be heard and decided by the Compliance and Regulatory Committee.
- 8.3.2** The Compliance and Regulatory Committee is comprised of a Chairman, appointed by the Board, and a minimum of two other members, appointed by the Board, who are all independent of the Board and who are suitably qualified to hold the position of members of the Compliance and Regulatory Committee.
- 8.3.3** The Compliance and Regulatory Committee will hand down a decision within twenty (20) working days of hearing the appeal.
- 8.3.4** The Compliance and Regulatory Committee may order any party to an appeal to pay costs as it thinks appropriate, including but not limited to, administration costs and reasonable costs incurred in the investigation, preparation and presentation of the appeal.

8.4 Decisions

- 8.4.1** The Compliance and Regulatory Committee can uphold, quash or amend the original decision that is the subject of the appeal.
- 8.4.2** Decisions of the Compliance and Regulatory Committee in relation to appeals will be final.

9 Changing the Rules

9.1 Power to change the Rules

- 9.1.1** Turquoise Management may, in its absolute discretion, amend the Rules.

9.2 Material amendment

- 9.2.1** Turquoise Management will consult with Members in relation to all material amendments, except those made in an emergency.
- 9.2.2** Members will have a minimum of ten (10) working days to comment on proposed changes.
- 9.2.3** For the purposes of rule 9.2.1, a material amendment means an amendment which will impact notably or significantly upon Members to the extent that, in the view of Turquoise Management, it:
- (i) requires significant changes to internal or electronic systems;
 - (ii) affects the way that business is transacted;
 - (iii) has significant legal or regulatory implications; or
 - (iv) will, or may, cause substantial financial or resource outlay to Members.

9.3 Procedure for amendment

- 9.3.1** The procedure for amending the Rules will be administered in consultation with the Compliance and Regulatory Committee.
- 9.3.2** Turquoise Management will in its discretion decide whether amendments made in an emergency will be either subject to ratification through the routine amendment process as notified to Members under rule 9.3.1 or repealed once it is no longer necessary for the amendment to be in force.

- 9.3.3 The nature and duration of consultation will be commensurate with the materiality of the amendment.
- 9.3.4 All amendments will be notified to Members by Market Notice as soon as practicable together with an effective date for change.

10 Complaints by Members

- 10.1.1 Any complaint about the conduct of a Member or suspicion that any of the foregoing has committed or is about to commit a breach of these Rules, shall be made in writing, where possible, and be addressed to the Chief Operating Officer of Turquoise.
- 10.1.2 If the Chief Operating Officer considers the complaint substantive and may constitute a breach of these Rules he or she may recommend to Turquoise Management that it commence an investigation in accordance with these Rules.