REPUBLIC OF GHANA

BANK OF GHANA

CODE OF CONDUCT

FOR

PRIMARY DEALERS

OF

GOVERNMENT SECURITIES IN GHANA

APRIL 2011
# Table of Content

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>2</td>
</tr>
<tr>
<td>Definition of Terms</td>
<td>3</td>
</tr>
<tr>
<td>1.0 Governance</td>
<td>4</td>
</tr>
<tr>
<td>2.0 Purpose</td>
<td>4</td>
</tr>
<tr>
<td>3.0 Compliance</td>
<td>5</td>
</tr>
<tr>
<td>4.0 Capabilities</td>
<td>7</td>
</tr>
<tr>
<td>5.0 Confidentiality</td>
<td>8</td>
</tr>
<tr>
<td>6.0 Customer Assets</td>
<td>8</td>
</tr>
<tr>
<td>7.0 Honesty and Fairness</td>
<td>9</td>
</tr>
<tr>
<td>8.0 Diligence</td>
<td>10</td>
</tr>
<tr>
<td>9.0 Conflict of Interest</td>
<td>11</td>
</tr>
<tr>
<td>10.0 Know Your Customer</td>
<td>12</td>
</tr>
<tr>
<td>11.0 Documentation</td>
<td>12</td>
</tr>
<tr>
<td>12.0 Entertainment and Gifts</td>
<td>12</td>
</tr>
<tr>
<td>13.0 Gambling and Betting</td>
<td>13</td>
</tr>
<tr>
<td>14.0 Drugs and Abused substances</td>
<td>13</td>
</tr>
<tr>
<td>15.0 After Hours Dealing</td>
<td>13</td>
</tr>
<tr>
<td>16.0 Market Trading Hours</td>
<td>13</td>
</tr>
<tr>
<td>17.0 Breaches and other Market Non-Practices</td>
<td>14</td>
</tr>
<tr>
<td>18.0 Sanctions and Penalties</td>
<td>14</td>
</tr>
<tr>
<td>19.0 Settlement Default</td>
<td>16</td>
</tr>
<tr>
<td>20.0 The Code of Conduct Committee and arbitration</td>
<td>16</td>
</tr>
</tbody>
</table>
Preamble

Dealers in Government of Ghana securities have a duty to observe the highest standards of conduct and integrity. They must also refrain from any conduct which might discredit the system of trading in government securities in Ghana and conduct themselves with consideration towards all players in the government securities market in Ghana.

This document is to govern the operations of market participants in Government of Ghana securities. It is intended to cover the activities of Primary Dealers (PDs) as well as other players in the Government of Ghana (GoG) securities market. This implies that any Dealer (Primary or Secondary) who intends to deal in any GoG security must comply with the provisions of this Code.

It is expected that dealers in GoG securities would be guided not merely by the terms but by the spirit of this Code.
Definition of Terms:

Bank of Ghana – The Central Bank of Ghana with the authority to appoint / license and regulate Primary Dealers

Breaches – Any activity of a PD that contravenes the provisions of this Code

Broker - Any person engaged in the business of effecting transactions in securities markets for the account of his customer for a commission.

Broker/Dealer - Any entity, other than a bank, engaged in the business of buying or selling securities on its own behalf or for others.

Customer - Customers are all Non-Primary Dealer institutions or individuals that purchase or sell Government Securities or engage in Repurchase Agreements in Government Securities with a Primary Dealer.

Dealer - An entity that stands ready and willing to buy a security for its own account (at its bid price) or sell from its own account (at its ask price) or an individual or firm acting as a principal in a securities transaction.

Director – those persons, by whatever name called, who are appointed to direct and administer the business of the company.

Employee – Any staff who directly deals/engages in GOG securities

Entertainment/Gifts - Includes any goods, services, advantage, benefit and any other consideration.

Government of Ghana Securities – All securities of which the principal and interest are guaranteed by the government or its agents.

Market Participants – All Primary Dealers and Customers

Primary Dealer – Any entity duly appointed and authorized by the Bank of Ghana (BOG) to participate in the auction of GOG securities and to make market in the secondary market.

Primary Markets - The market in which new securities are issued by government or its agents in order to raise capital.

Secondary Market – Post-primary market trading in Government of Ghana securities
1.0 Governance

1.1 There will be an umbrella association in line with recommendations in the BOG Guidelines for Primary Dealers. This body (here proposed as the Financial Market Association of Ghana) will oversee all the activities of Dealers on the market. All Primary Dealers shall form a body known as the Primary Dealers Association which will operate under the Financial Market Association of Ghana. The umbrella association shall form a sub committee to be called The Code of Conduct Committee (CoCC) that will administer issues relating to this Code of Conduct together with the Bank of Ghana.

1.2 This Code of Conduct shall be jointly supervised by Bank of Ghana and The Code of Conduct Committee in line with the roles prescribed in 1.3 below.

1.2.1 PDs must hold themselves to the highest standards in financial business practice, in particular their activity in Government of Ghana securities must be consistent with the objective of the Ministry of Finance and the Bank of Ghana to maintain orderly, efficient and liquid markets. Failure to comply with the provisions of this Code will constitute a breach of the Code. Depending on the nature of non compliance, a breach shall either be handled directly by the Code of Conduct Committee (CoCC) or by Bank of Ghana.

1.3 For the avoidance of doubt, The Bank of Ghana shall oversee all breaches of the provisions of this code that constitutes a regulatory breach as documented in the Requirements and Responsibilities of PDs in Government of Ghana securities and Securities Operational Guidelines as well as other laws, regulations, and specific guidelines issued by the BOG. The Code of Conduct Committee shall oversee all disputes among PDs including any disputes arising out of a breach of a regulatory nature.

1.4 The Bank of Ghana and Ministry of Finance and Economic Planning shall each nominate a representative to the Code of Conduct Committee who shall have observer rights on all matters deliberated during meeting.

2.0 Purpose

2.1 The Code of Conduct (the Code) for Primary Dealers is formulated by the Primary Dealers Association of Ghana in line with the requirement and responsibilities of PDs as well as the operational guidelines for Primary Dealership to supplement applicable laws and regulations regarding the activities of such parties and their conduct in relationship to their customers, other primary dealers, and the Bank of Ghana (BOG).
2.2 This Code should be read in conjunction with the document on the Requirements and Responsibilities of PDs in GOG securities and Securities Operational Guidelines as well as other laws, regulations, and specific guidelines issued by the BOG.

2.3 The Code covers transactions in government securities entered into by market participants in the primary, secondary and repo markets as well as where the dealer transacts deals directly as counterparty with the BOG or engages in transactions for its own account or with customers.

2.4 The Code is to be observed in a manner that accords with its plain meaning and intention. It is to be interpreted broadly to achieve the objective that a primary dealer acts reliably and professionally among themselves and in the best interest of their customers and the integrity of the market for Government of Ghana securities.

The performance of primary dealers is to be evaluated by the Bank of Ghana periodically on its record of compliance with the Code of Conduct. On being informed by the Central Bank of any breaches of the Code, a primary dealer must take measures recommended by the Bank of Ghana to remedy the breaches. Failure to do so may result in fines, and/or penalties.

2.5 The Code may be reviewed from time to time by the Code of Conduct Committee in line with market developments and in consultation with the Bank of Ghana and the Ministry of Finance and Economic Planning.

2.6 Interpretation of the Code of Duties: If a provision of the Code of Conduct raises a problem of interpretation, the Code of Conduct Committee shall resolve the issue at a meeting where the Bank of Ghana shall be present as an invitee. At such a meeting, the representative of the Bank of Ghana shall have the same rights on the committee as any other member.

3.0 Compliance

3.1 A primary dealer must take reasonable measures to ensure that its directors and employees:

(1) comply with the regulations and provisions of this Code as well as relevant guidelines issued by the BOG, and

(2) carry on business activities in a manner which is in the best interest of its customers by developing and implementing adequate compliance policies and procedures and undertaking appropriate training programs for its employees.
A primary dealer is responsible for the actions of its employees and directors with respect to the provisions of this Code. Employees must sign copies of Code of Conduct as a prerequisite for dealing.

A primary dealer must take reasonable steps to communicate the requirements of this Code to its directors and employees and to enforce strict observance of the Code by taking appropriate disciplinary action against those who contravene the Code.

3.2 A primary dealer must ensure that its compliance officer demonstrates that he/she monitors the PD’s compliance with the Code. The compliance officer should be knowledgeable in the relevant policies and procedures of the primary dealer, the technical details of the dealer’s products, and the applicable laws and regulations that bear on the business of the primary dealer. The compliance officer must be independent of persons and activities they are monitoring, and must be given the authority and resources to undertake their responsibilities and provided with all information relevant to the performance of their duties.

3.3 The compliance officer of a PD must keep an audit trail of their monitoring activities and periodically report to their Board and BOG as part of the BOG’s reporting requirements. The Central Bank reserves the right to request for frequent or additional reports from primary dealers with poor records of compliance.

A primary dealer must report any material breach of the Code, including measures taken to prevent future occurrence and disciplinary actions, if any, to the BOG in writing within seven (7) working days of becoming aware of its occurrence. A contravention of the Code that is only minor or technical as spelt out in section 16 of this code is not required to be reported.

3.4 A primary dealer must keep records relevant to demonstrate compliance with the Code for at least 5 years to enable the BOG to evaluate the firm’s compliance with the Code.

3.4.1 A primary dealer must keep registers of all breaches of the Code, including minor and technical breaches, and customer complaints and the measures taken to resolve them.
4.0 **Capabilities**

4.1 A primary dealer must ensure that any person it employs or appoints to conduct business on its behalf is of good character and has the skills and knowledge necessary to act in the capacity in which they are employed or appointed. A minimum requirement of ACI certificates for all existing dealers within 1 year of operation of this Code and 1 year after entering the dealing room for new staff.

4.2 A primary dealer must ensure that persons it employs or appoints to conduct business on its behalf are:

(1) made aware of the provisions of this Code,
(2) provided with a level of training that will enable them to adhere to the Code,
(3) supervised in a manner that will ensure that they comply with the Code, and
(4) disciplined for any breach of the Code or other rules governing the operations of the market for government securities.

4.3 A primary dealer must establish and implement written policies and procedures relating to the matters identified in this Code of Conduct, including those to:

(1) protect confidential information,
(2) specify conditions under which directors and employees may be permitted to deal on their own accounts,
(3) ensure that directors and employees always act in the best interest of their customers,
(4) avoid conflicts of interest, and
(5) govern the terms on which gifts may be accepted from customers.

4.4 If directors and employees of a primary dealer are permitted to deal in government securities on their own accounts and any accounts in which they have beneficial interest, they are required to:

(1) deal through the primary dealer,
(2) obtain written approval of the firm to open the account,
(3) record their transactions separately and clearly identify in the records of the firm, and
(4) report their transactions to the compliance officer for active monitoring.
4.5 A primary dealer must not knowingly deal in government securities for a director or employee of another primary dealer or the holding company or an associate of the other primary dealer unless it has first received the written consent of that primary dealer.

4.6 A primary dealer must have adequate resources, operational systems and safeguards that are necessary:

(1) for the proper performance of the firm's business activities, and
(2) to reasonably ensure that the firm's business activities can continue without interruption.

5.0 Confidentiality

5.1 Each primary dealer is to maintain strict confidentiality in respect of its dealings with its customers.

5.2 A primary dealer must ensure that its present and past directors and employees do not disclose, or apply pressure on others to disclose, information relating to transactions that have been completed, or are in the process or in the course of negotiation, except with the express consent of the customer, or to the Central Bank in the exercise of its authority, or as required by law.

5.3 A primary dealer must ensure information regarding its own trading intentions and inventory positions are kept confidential. Any attempt to signal a primary dealer’s bids or strategy at auction or to obtain such information from other dealers is a violation of this Code.

5.4 A breach of confidentiality must be investigated immediately by the Bank’s compliance officer and disciplinary measures taken when appropriate. Where necessary, the dealer’s internal control procedures must be modified to prevent repetition of the breach.

6.0 Customer Assets

6.1 A primary dealer must act in fiduciary capacity in respect of its customers in the holding of and in the collection and payment of maturity proceeds and interest on government securities and, for this purpose, to specifically identify and segregate the assets of its customers from its own assets.
6.2 A primary dealer must ensure that customers’ assets are kept separate from its own assets (except to the extent required by law) and that they are properly accounted for and adequately safeguarded.

7.0 Honesty and Fairness

7.1 A primary dealer must at all times in the conduct of its business act in good faith.

7.2 A primary dealer must insure that in the conduct of its business its directors and employees act in good faith.

7.3 Where a primary dealer advises or acts on behalf of a customer, it must ensure that:

(1) any representation made and information given to the customer are complete, accurate and not misleading or deceptive,
(2) Any advertising of their services does not misrepresent the services that they are capable of performing for a customer or the expected performance of any government securities, and
(3) All fees charged for its services are fair and reasonable and are fully disclosed to the customer before their services are provided.

Primary dealers submitting orders on behalf of clients at an auction may charge a reasonable, publicly disclosed fee for their services. Such fees are to be included on all written confirmations of securities transactions. However no undisclosed charges or mark-ups will be permitted.

In addition, all customer bids at primary auction are to be submitted with the interest rate or discount rate, if any, designated by the customer without alteration of any kind by the primary dealer.

7.4 A primary dealer must have reasonable grounds to believe that any investment advice provided to its customers is suitable for them, taking account the information disclosed by each customer and any information available to the firm.

7.5 Transactions for customers must be given preference over those of the primary dealers or its directors and employees.
7.6 A primary dealer must not trade as principal, and must ensure that its directors and employees do not trade on their own accounts, ahead of a significant purchase or sale of government securities for a customer, with the intent to profit by trading in the securities thereafter (‘front running’).

7.7 A primary dealer must ensure that its directors and employees do not, use material undisclosed information for their own gain or for the advantage or to the disadvantage of others (‘insider dealing’). At the least, all bids at auction for customers are to be kept confidential from individuals submitting bids as principal for the primary dealer and are to be submitted separately.

7.8 A primary dealer must ensure that its directors and employees do not move or attempt to move prices artificially for their own benefit (‘market manipulation’).

7.9 A dealer must ensure its directors and employees do not undertake trading in a client account that would be excessive in size or frequency given the financial resources and character of that account (‘churning’).

7.10 A primary dealer must ensure that its directors and employees do not:

   (1) repeat information that they know to be false, or
   (2) disseminate information that is unsubstantiated or which they have reason to suspect may be inaccurate, or may be damaging to a third party.

7.11 A primary dealer must ensure that its directors and employees do not engage in any improper conduct that may damage the confidence of investors in or hamper the sound development of the market for government securities.

8.0 Diligence

8.1 A primary dealer must at all times conduct its business activities in the best interest of its customers and the integrity of the market for government securities.

8.2 A primary dealer must ensure that directors and employees of the firm who advise on or execute securities transactions use clear and unambiguous language at all times. When dealing with retail customers, a primary dealer should use as plain language as possible.

8.3 A primary dealer must ensure that a customer’s orders are promptly (in a timely manner) executed in accordance with the customer’s instructions.
8.4 A primary dealer must:

(1) record orders immediately and document and verify all relevant items of proper execution, and
(2) properly and promptly record, allocate and distribute executed transactions.

8.5 All Dealers must explain to a customer the nature of the transaction and the risks associated with making the investment for all securities with tenor to maturities of not less than 1 year and ensure that their orders are executed in a manner that obtains the best possible result for the customer.

8.6 A primary dealer acting as principal in relation to a customer order must inform the customer beforehand and must be able to provide evidence that the transaction is executed in a manner that obtains the best possible result for the customer. Any dispute that arises between parties to a transaction must be resolved quickly and fairly with integrity and the utmost respect for the position of each party to the dispute.

8.7 A primary dealer must establish, implement and regularly review its risk management framework, clearly specifying authorities, limits, and policies. Duties and reporting lines must be segregated between front and back offices of the firm and effective communication must be maintained between all levels of employees and across functions. The risk management framework must be approved by the directors and they must be held accountable for its implementation.

9.0 Conflict of Interest

9.1 A primary dealer must act for the benefit of its customers and must not place its interest or the interests of its directors and employees ahead of customers’ interests.

9.2 A primary dealer must not undertake business with or on behalf of a customer where it has directly or indirectly a conflicting interest unless it has disclosed to the customer the nature and extent of the interest before the customer enters into any relevant transaction. A conflicting interest may be between the primary dealer and its customers or between the customer and another customer.
10.0 Know Your Customer

10.1 Before providing any service to a customer for the first time, and throughout the business relationship, a primary dealer must possess adequate documentation of the identity of the customer. If the customer is not a resident of Ghana, the primary dealer must also possess adequate documentation of the customer’s country and place of residence.

It is the responsibility of the primary dealer to make every reasonable attempt to ensure that individuals claiming eligibility for exemption from withholding tax are, in fact, entitled to such an exemption and to maintain documentary evidence of its efforts.

10.2 Before providing any service to a customer, the primary dealer must obtain from the customer information enabling the firm to determine if the services to be provided are appropriate for the customer and to meet any duties owing to the customer in respect of the services to be provided.

11.0 Documentation

11.1 Before providing any service to a customer, a primary dealer must enter into a signed written agreement with the customer that is clear and readily understandable and sets out the rights and obligations of the parties and a description of the services to be provided. Such contracts could form part of the application forms signed by the customer.

11.2 A primary dealer should give its customers timely information that is fair, clear, and not misleading about:

(1) The essential features of any transaction in which a customer is to engage and concerning the execution of their orders,
(2) The proper identification and regular confirmation of any assets belonging to the customer that the firm is holding or has under control,
(3) All risks that a customer may need to know to make an informed investment decision.

12.0 Entertainment and Gifts

12.1 The receipt of any gifts or offers of entertainment from or to clients, brokers or other professional parties should be advised to management in line with the PD’s internal policies.
12.2 Entertainment or gifts, which are deemed to be ‘excessive’ (any gift above the Dealers’ internal policy) in nature, (as stated in Section 3.3(5)) will not be seen to be in line with market practice.

12.3 The receipt of cash is prohibited. This however, does not include normal fees and charges for services rendered.

12.4 All gifts must log and tapped in line with dealers’ internal policies on gift declaration.

13.0 Gambling / Betting

13.1 This practice is disallowed for all traded products. To avoid potentially conflicting situations arising, directors and employees should refrain from betting with market participants especially in the broking community. This however, excludes personal, non-product related bets.

14.0 Drugs and Abused substances

14.1 Directors and employees who are found to be substance abusers, such as alcohol or drugs will be dealt with in line with the PD’s disciplinary code and the sanctions under section 17 of the code of conduct.

15.0 After Hours Dealing

15.1 After hours trading is prohibited, except for directors and employees allowed to deal as per their mandate and are allowed to transact deals on behalf of the bank after hours and whilst off the bank’s premises. This will include anytime after normal close of business during a working day, on weekends and public holidays.

16.0 Market Trading Hours

16.1 The market will officially open at 9am daily and close at 3pm on working days. Any trade outside of these hours, on weekends and public holidays will be considered out of market trading hours.
17.0 Breaches and other Market Non-Practices

17.1 Breaches have been broadly categorized as major / Material or minor / Technical depending on their impact. Breaches likely to have significant financial and reputational impact on either or all parties will be referred to as major and vice versa.

17.2 Major Breaches

(1) Failure to report a major breach of the Code to BOG
(2) A breach of customer / third party confidentiality
(3) Accepting or offering ‘excessive’ gifts
(4) Issues involving Conflict of Interest of both directors and employees of a PD (Insider trading, Churning, Market manipulation, Front running etc.)
(5) Non-disclosure of all charges to the customer
(6) Misleading and misrepresentation of information to customers or the general public
(7) Failure to perform adequate KYC on all customers
(8) Abuse of drugs, alcohol and other substances by directors and employees
(9) Failure to meet required skill requirements for the market especially ACI certification for all traders
(10) Non-payment of contributions / dues requested by the association
(11) Failure to abide by standard market quotation (2-Way) for standard volumes
(12) Non-provision of adequate infrastructure prescribed by the association (Voice log, Reuters and any other acceptable dealing platform)
(13) Delays in processing customer requests

17.3 Minor Breaches

(1) Failure to attend association meetings
(2) Refusal to be on the market without adequate notice / permission

18.0 Sanctions and Penalties

18.1 The Bank of Ghana shall oversee all breaches of the provisions of this code as well as all regulatory breaches as documented in the ‘Requirements and Responsibilities of PDs in GOG securities’ and ‘Securities Operational
Guidelines’ as well as other laws, regulations, and specific guidelines issued by the BOG.

The Code of Conduct Committee shall oversee all disputes among PDs including any disputes arising out of a breach of a regulatory nature.

Sanctions shall include but not limited to a temporary reduction or suspension of some or all of the PDs rights and/or privileges and the termination of his appointment. The Bank of Ghana may make the sanctions public in the manner it deems appropriate.

18.2 Breaches of this Code reported by the primary dealer or discovered by the Central Bank may be addressed in one of a variety of way, depending on the severity of the infraction, the harm done to the integrity of the market for government securities, and the financial cost, if any, to customers or other primary dealers. Self-reporting of breaches of this Code may be given favorable consideration in the determination of remedial measures and penalties.

18.3 Penalties and remedial action include, but are not limited to:

(1) Reprimands regarding inadequacies in procedures or controls to be addressed by evidence that such deficiencies have been adequately remedied,
(2) Monetary fines levied against firms and individuals,
(3) Banning of individuals from employment by a primary dealer in Ghana for a specified time period or for life,
(4) Public notice that a primary dealer has been put on probationary status,
(5) Withdrawal of a firm’s status as primary dealer, and
(6) Referral of evidence of criminal activity to the appropriate authorities.

18.4 The BoG reserves the ultimate right in deciding the degree and measure of sanctions and/or penalties to impose on offending parties

18.4.1 PDs may appeal fines, employment bans, and license revocations. All appeals should be filed with the Governor of Bank of Ghana within fifteen days of receipt of the notice to the PD advising of such penalties. Every appeal should be accompanied with evidence that sanctions and/or penalties imposed are either unwarranted or excessive. However, all decisions on such matters reside with the Bank of Ghana and the imposition of penalties shall not be delayed pending the results of an appeal, unless the Governor grants such a delay.
19.0 Settlement Default

In cases of default to deliver either cash or bonds/treasury bills not occasioned by errors by the Central Securities Depository or Bank of Ghana, the defaulting party will be notified by the counterparty either verbally or in writing and has 24 hours (excluding weekends and holidays) from default date to settle the trade. Failure to settle the trade after the 24 hours deadline shall lead to a penalty rate of CALL +200bp on the cash amount for everyday the trade is outstanding.

19.1 Dispute Resolution

If all the provisions outlined in the code are adhered to, the incidence of disputes should be reduced and those mistakes, which do occur, should be identified and corrected promptly. Nevertheless, disputes arising from unresolved errors may arise from time to time. Disputes should be referred to senior management for resolution, thereby transforming the dispute from an individual dealer dispute to an inter-institutional issue.

Where the dispute cannot be amicably resolved by the senior management of the two institutions involved within 48 hours of dispute occurring, the case will be referred to the Code of Conduct Committee (CoCC) who must try to resolve the dispute within another 72 hours.

20.0 The Code of Conduct Committee and arbitration

20.1 Appointment

The CoCC shall form the arbitration panel that will determine the final outcome of dispute cases involving PDs. The CoCC shall be appointed by the Primary Dealers Association of Ghana and will consist of Seven Treasurers/Heads of Trading institutions dealing on the market. The Treasurer/Head of Trading institution cannot delegate this responsibility.

20.2 Termination

The mandate of an arbitrator shall terminate:

(a) if he dies or resigns from his job in the member institution, except he takes up a similar appointment in a two-way quote dealing institution.
(b) if for any other reason, an arbitrator fails to attend two consecutive meetings.
The Primary Dealers Association of Ghana will appoint a replacement.

20.3 **Appointment of substitute**
Where the mandate of a member of CoCC terminates by reasons of (20.2) above, a replacement shall be appointed with same roles and procedure that applied to the appointment of the original member.

20.4 **Repetition of proceedings**
If a member of the CoCC is replaced, immediate previous hearings may be repeated at the discretion of the CoCC.

20.5 **Quorum**
Any five (5) members of the CoCC must sit during proceedings. The lack of quorum implies a rescheduling of the hearing.

The Primary Dealers Association of Ghana will ensure that members of the CoCC attend the hearing.

20.6 **Jurisdiction of the arbitration panel**
The CoCC will rule only on disputes referred to it by the market participants, on matters relating to the Government of Ghana Bond market. Bank of Ghana shall be notified of all the rulings of the CoCC for enforcement.

20.7 **Interim measures**
The CoCC at the request of one of the members, during the arbitration proceedings, may request any bank to take such interim measures of protection in respect of the subject matter, e.g. covering an open position.

20.8 **Conduct of arbitration proceedings**

20.8.1 In any of the arbitration proceedings, the CoCC shall ensure that the parties are accorded equal treatment and that each party is given full opportunity of presenting its case.

20.8.2 The CoCC shall adopt English Language during all arbitration proceedings. English, shall be the language used in any written statement by the parties in any hearing, award decisions or any other communication in the course of the arbitration.

20.8.3 The CoCC has powers to determine the admissibility, relevance, materiality and weight of any evidence brought before it.
20.8.4 The CoCC shall endeavour to determine the loss suffered by the complainant (the complaining member) or the respondent (if the respondent is making a counter claim).

20.8.5 The objective of the CoCC would be to restore the aggrieved member to its original position, i.e. assuming the transaction had been honoured.

20.9 Hearing and written proceedings

20.9.1 The arbitration proceedings shall be conducted by holding both oral hearings and on the basis of documents or other materials/evidence. Resolution can also be achieved without a formal CoCC meeting being convened where possible (i.e. via email copying all members or via telephone).

20.9.2 The CoCC shall, through the Primary Dealers Association, give the parties sufficient advance notice of any hearing/meeting/sitting.

20.9.3 Every statement/document or other information supplied to the CoCC shall be communicated to the other member by the member supplying or relying on the statement/document.

20.10 Failure to appear before the CoCC:

If any member willfully fails to respond to the claim of another member or fails to appear at a hearing or to produce documentary evidence, the CoCC may adjourn proceedings to a future date. Failure of the same party to however respond to or appear before the CoCC may lead to the CoCC continuing proceedings and making an award.

20.11 Expert advice

The CoCC has the right to consult anyone considered to be an expert on the matter being arbitrated upon. The impartiality and independence of such an expert must be without doubt whatsoever. The expert(s) may be requested to participate in the hearing while his / their opinion could be oral or written.

20.12 Decision making by the CoCC

Any decision of the CoCC may be made by a majority of its members. No member of the CoCC can abstain. The CoCC could decide to meet in camera to come up with a decision. If during the arbitration proceedings, the parties settle the dispute, the CoCC shall terminate the arbitration proceedings. The settlement shall however, be filed with the Primary Dealers Association.
20.13 Form and contents of awards

20.13.1 Any award made by the CoCC shall be in writing and signed by members. The signatures of a majority of all the members forming a quorum shall suffice. The members, with a minority view who refuses to sign the award must state the reason for not endorsing the majority decision.

20.13.2 The CoCC shall state on the award:
- the reasons upon which it is based
- the date it was made
- the place/venue of the arbitration

20.13.3 The CoCC will not award to a party more than its claim.

20.13.4 The CoCC might offer advice to the members on how to conduct their business in a professional manner.

20.14 Objection or adjustment to awards

20.14.1 Within the period of 48 hours of the award a party may, with notice to the other party, request the CoCC (through the Primary Dealers Association) to:
- make corrections in the award due to errors in computation, clerical or typographical errors or any error of similar nature;
- give an interpretation/clarification of a specific point or part of the award.

20.14.2 If the CoCC considers any request made justifiable, it shall within 48 hours of receipt of such request, make the correction or give the interpretation, and such correction or interpretation shall form part of the award.

20.14.3 The CoCC may of its own volition and within 48 hours from the date of its award, correct any error of the type referred to under (20.14.1) above.

20.14.4 Within 48 hours of receipt of the award, a member may request the CoCC to make additional award as to the claims presented in the arbitration proceeding but omitted from the award.

20.14.5 If the CoCC considers any request made in (20.14.4) above to be justified; it shall within 48 hours (excluding weekends and holidays) of the receipt of the request make the additional award.

20.14.6 Any party dissatisfied with the decision of the CoCC may within 48 hours (excluding weekends and holidays) appeal against such decision to the Primary Dealers Association who shall have the powers to review the subject decision and make appropriate determination.
20.15 Fees

The members of the CoCC shall not be entitled to any fees. All attendant costs will be borne by the Primary Dealers Association. Eligible costs will include entertainment or any other expense that might be incurred by the members in relation to the arbitration.

20.16 Termination of proceedings

The proceedings shall terminate:

- when the final award is made or when the parties settle the dispute during the CoCC’s proceedings.

- if the claimant withdraws his claim, unless the respondent objects thereto (e.g. if the respondent member is making a counter claim and the CoCC recognizes a legitimate interest on his part in obtaining a final settlement of the dispute).

- if both parties agree to terminate the proceedings.

- the CoCC finds that the continuation of the arbitration proceedings has for any reason become unnecessary.

20.17 General

The members of the CoCC are not allowed to discuss the arbitration proceedings either during or after settlement with any member of the public, including the senior management of the parties involved and media.

April 2011