

BUITENGEWONE  
**OFFISIËLE KOERANT**  
VAN SUIDWES-AFRIKA  
**OFFICIAL GAZETTE**  
EXTRAORDINARY  
OF SOUTH WEST AFRICA

UITGawe OP GESAG

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**Algemene Kennisgewing**

**General Notice**

No. 7

1990

**DEPARTEMENT VAN FINANSIES**  
**DIE JOHANNESBURGSE EFFEKTBEURS**  
**KENNISGEWING BETREFFENDE**  
**WYSIGING VAN REËLS**

1. Ingevolge artikel 12 (6) van die Wet op Beheer van Effektebeurse, 1985 (Wet No. 1 van 1985), word hierby bekendgemaak dat die Johannesburgse Effektebeurs by die Registrateur van Finansiële Instellings aansoek gedoen het om goedkeuring om wysigings aan sy reëls aan te bring, soos in die Bylae hiervan uiteengesit.
2. Ingevolge artikel 12 (7) van genoemde Wet word alle belanghebbendes (uitgesonder lede van die Effektebeurs) wat beswaar het teen die voorgestelde wysigings, hierby versoek om hul besware binne 'n tydperk van 30 dae vanaf die datum van hierdie kennisgewing by die Registrateur van Finansiële Instellings, Privaatsak X238, Pretoria, 0001, in te dien.

No. 7

1990

**DEPARTMENT OF FINANCE**  
**THE JOHANNESBURG STOCK EXCHANGE**  
**NOTICE REGARDING AMENDMENT OF**  
**RULES**

1. In terms of section 12 (6) of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985), it is hereby notified that the Johannesburg Stock Exchange has applied to the Registrar of Financial Institutions for approval to make amendments to its rules, as set forth in the Schedule hereto.
2. In terms of section 12 (7) of the said Act all interested persons (other than members of the Stock Exchange) who have any objections to the proposed amendments are hereby called upon to lodge their objections with the Registrar of Financial Institutions, Private Bag X238, Pretoria, 0001, within a period of 30 days from date of this notice.

**BYLAE**

**Algemene verduidelikende notas**

1. Woorde tussen vierkantige hakies ( [ ] ) dui skrappings uit bestaande reëls aan.
2. Woorde met 'n Volstreep daaronder ( — ) dui ingevoegings in bestaande reëls aan.

**VOORGESTELDE WYSIGING VAN DIE REËLS VAN DIE JOHANNESBURGSE EFFEKTBEURS**

1. Voorgestelde nuwe Afdeling 14:

**AFDELING 14—MARK VIR VERHANDELDE OPSIES**

- \*14.10** Die reëls in hierdie afdeling is van toepassing op alle verhandelde opsietransaksies: Met dien verstande dat reëls 14.270 tot 14.310 spesifiek verhandelde indeks-opsietransaksies reguleer en daardie bepalings oorheers enige algemene reëls in hierdie afdeling wat daar mee onbetaanbaar is.

**Omskrywings**

**14.20 In hierdie Afdeling 14 beteken—**

“aflossingsprys” die waarde van die onderliggende sekuriteit van ‘n uitgeoefende kontantaflosbare opsie wat daagliks deur die KVO vasgestel word vir die dag waarop KVO die kennisgewing van uitoefening ontvang;

“Amerikaanse opsie” ‘n opsie wat te eniger tyd voor dat dit verval, uitgeoefen kan word;

“bankrekening” ‘n bankrekening deur ‘n KVO-deelnemer by die KVO-bank geopen vir verhandelde opsie transaksies;

“by-die-geld” ‘n koop- of verkoopopsie waarvan die uitoefningsprys ongeveer dieselfde is as die heersende markprys van die onderliggende sekuriteit;

“direkte deelnemer” enige persoon deur die Komitee toegelaat om ‘n direkte kontraktuele verhouding met KVO aan te gaan;

“Europese opsie” ‘n opsie wat slegs by vervalling daarvan uitgeoefen kan word;

“gernagtige bank” ‘n finansiële instelling wat deur die Komitee goedgekeur is en wat ‘n ooreenkoms met KVO aangegaan het ten opsigte van—

(a) die uitreiking van waarborgs vir ‘n KVO-deelnemer se marge-vereistes; en

(b) sodanige ander dienste as wat deur die Komitee bepaal mag word;

“geregistreer” dat ‘n verhandelde opsie transaksie—

(a) deur die uitvoerende makelaarsfirmas en, indien toepaslik, die direkte deelnemer, bevestig is,

(b) by die KVO opgegee is,

en dat die vereiste prenie- en margebetalings deur KVO ontvang en op die toepaslike rekening gekrediteer is;

“houer” die eienaar van ‘n opsiekontrak;

“indeks” die waarde van ‘n portefeuilje van onderliggende sekuriteite gebaseer op ‘n geweegde rekenkundige formule sodat veranderings in die waarde van die indeks ooreenkoms met verandering in die waarde van die portefeuilje;

“indeks vereffenningswaarde”, ten opsigte van ‘n spesifieke indeks, die vlak van die indeks soos deur die JE gepubliseer wat bepaal is as die vereffenningsprys;

“indeks vermenigvuldiger” die bedrag in die indeksopsie gespesifiseer waarmee die verskil tussen indeks vereffenningswaarde en die uitoefningsprys vermenigvuldig word om die vereffenningsbedrag te bepaal;

“indekswaarde” die amptelike waarde deur die JE vir enige indeks gepubliseer;

“in-die-geld” ‘n koopopsie waarvan die uitoefningsprys onder die heersende markprys van die onderliggende sekuriteit is, of ‘n verkoopopsie waarvan die uitoefningsprys bo die heersende markprys van die onderliggende sekuriteit is;

“klas” of “klas opsie” alle opsies van dieselfde soort (hetsoy koop- of verkoopopsies) wat dieselfde onderliggende sekuriteit behels;

“kontant-afgelos” dat die verpligting van die skrywer van ‘n opsie nagekom word deur betaling van kontant;

“koopopsie” ‘n opsie waarkragtens die houer die reg het om van ‘n skrywer deur KVO aangewys, te verg on die onderliggende sekuriteit te verkoop;

“kort posisie” ‘n persoon se belang as die skrywer van een of meer opsies;

“KVO” die Klaringshuis vir Verhandelde Opsies wat die stelsel is waardeur alle verhandelde opsie transaksies geregistreer, geklaar en afgelos word;

“KVO-bank” ‘n bank wat anders as voorlopig ingevolge die Bankwet, 1965, geregistreer is, wat deur die Komitee goedgekeur is en ooreenkoms met die KVO gesluit het om ‘n stelsel van rekeninge onder die beheer van KVO daar te stel;

“KVO-deelnemer” enige makelaarsfirma of enige direkte deelnemer;

- “lang posisie” ‘n persoon se eienaarskap as die houer van een of meer opsies;
- “marge” die kontant of kollateraal wat gedeponeer sal word aan die order van KVO om te verseker dat die skrywer van ‘n opsie te alle tye sy verpligtinge kan nakom;
- “merk-aan-mark” die bepaling van tyd tot tyd van die markwaarde van ‘n onderliggende sekuriteit;
- “MVO” die Mark vir Verhandelde Opsies;
- “MVO-reëls” die reëls, voorskrifte, praktyke en gebruikte van MVO wat van tyd tot tyd in gebruik is;
- “MVO-vloer” die verhandelingsvloer deur die Komitee aangewys waar opsies verhandel word;
- “netto daaglikse premie” die netto premie betaalbaar aan of deur KVO by vereffening van ‘n verhandelde opsie transaksie;
- “onderliggende sekuriteit” –
- (a) ten opsigte van ‘n opsie anders as ‘n indeksopsie, ‘n sekuriteit (of die ekwivalente waarde daarvan) ingevolge waarvan die aangewese skrywer verplig sal wees om te verkoop of te koop by die geldige uitoefening van die opsie; en
  - (b) ten opsigte van ‘n indeksopsie, die indekswaarde;
- “oop” of “oop posisie” ‘n opsie geregistreer by KVO wat nog nie –
- (a) die onderwerp van ‘n toemakende transaksie was nie;
  - (b) uitgeoefen of oorgedra is nie; of
  - (c) verval het nie;
- “ooppakende kooptransaksie” ‘n verhandelde opsie transaksie wat ‘n lang posisie skep of vergroot;
- “ooppakende verkooptransaksie” ‘n verhandelede opsie transaksie wat ‘n kort posisie skep of vergroot;
- “opsie” of “verhandelde opsie” ‘n gestandaardiseerde opsiekontrak wat deur die JE uitgereik is, op MVO genoteer is en verhandel word, en deur die KVO geklaar en vertrekken word;
- “persoon” ‘n individu, vennootskap, vereniging, maatskappy, trust of enige ander vorm van regsentiteit;
- “premie” die prys van ‘n opsie op ooreengekom tussen die koper en verkoper in ‘n verhandelde opsietransaksie;
- “serie” of “opsieserie” alle opsies van dieselfde klas wat dieselfde uitoefningsprys en verval-datum het;
- “skrif-afgelos” dat die verpligtinge van die skrywer van die opsie nagekom word deur die levering van die onderliggende sekuriteit;
- “skrywer” die persoon wat, direk of indirek, ‘n ooppakende transaksie uitvoer en daardeur instem om die verpligte kragtens ‘n opsie ingevolge KVO-reëls geskryf, na te kom.
- “sluitingswaarde van die indeks” die laaste berekende indekswaarde op ‘n besigheidsdag;
- “toegewysde skrywer” die skrywer deur KVO toegewys om die kontraktuele verpligtinge ingevolge die opsie na te kom;
- “toemakende kooptransaksie” ‘n verhandelde opsie transaksie wat ‘n kortposisie verminder of uitwis;
- “toemakende verkooptransaksie” ‘n verhandelde opsie transaksie wat ‘n lang posisie vermindert of uitwis;

**"toewysing"** kennisgewing deur KVO aan 'n skrywer dat 'n houer 'n opsie deur die skrywer geskryf, uitgeoefen het en dat die skrywer derhalwe ingevolge die bepalings van die opsie moet presteer;

**"Transaksie-magtigende ooreenkoms"**—

- (a) die kontrak tussen 'n makelaarsfirma en sy kliënt, in die vorm deur die Komitee voorgeskryf, wat die verhouding tussen KVO, die makelaarsfirma en sy kliënt in verband met verhandelde opsie transaksies omskryf en wat (onder andere) verg dat die rekening bedryf sal word ooreenkomstig JE reëls, voorskrifte en die gebruikte en praktyke van KVO en dat sodanige kliënt instem om hom neer te lê by sodanige reëls, voorskrifte en praktyke; of
- (b) die kontrak tussen KVO en 'n direkte deelnemer, in die vorm deur die Komitee voorgeskryf, wat die verhouding tussen KVO, die direkte deelnemer en die makelaarsfirma in verband met verhandelde opsie transaksies omskryf en die diens deur KVO gelewer te word, omskryf, en wat (onder andere) verg dat die rekening bedryf sal word ooreenkomstig JE-reëls, voorskrifte en die gebruikte en praktyke van KVO en dat sodanige kliënt instem om hom neer te lê by sodanige reëls, voorskrifte en praktyke;

**"uit-die-geld"** 'n koopopsie waarvan die uitoefningsprys hoër as die heersende markprys van die onderliggende sekuriteit is of 'n verkoopopsie waarvan die uitoefningsprys laer as die heersende markprys van die onderliggende sekuriteit is;

**"uitgeoefen"** kennisgewing aan KVO dat die houer van 'n opsie van die skrywer te verg om in terme van sodanige opsie te presteer;

**"uitoefningsdatum"** die datum van vereffening van 'n verhandelde opsie-transaksie voortspruitend uit die uitoefening van 'n opsie;

**"uitoefningsprys"** of **"trefprys"** die gespesifieerde prys waarteen die onderliggende sekuriteit gekoop of verkoop mag word by die uitoefening van 'n opsie;

**"verhandelde opsie-transaksie"** 'n transaksie vir die koop of verkoop van 'n opsie, of wat die uitoefening en toewysing van 'n opsie behels;

**"verkoopopsie"** 'n opsie waarkragtens die houer die reg het om van die skrywer deur die KVO aangewys, te verg om die onderliggende sekuriteit te koop;

**"vervalling"** die tydstip waarop 'n opsie verval;

### Beroepsdrag

- 14.30 Enige makelaarsfirma mag in opsies handel dryf met dien verstande dat hy ten alle tye tot bevrediging van die Komitee, voldoen aan sodanige reëls, voorskrifte en besluite van die Komitee wat met betrekking tot verhandelde opsies, van tyd tot tyd van krag is.
- 14.40 'n Makelaarsfirma sal alle redelike stappe doen ten einde te verseker dat by die uitoefening van besigheid ten behoeve van 'n kliënt, hy tot die beste voordeel van daardie kliënt handel dryf.
- 14.50 'n Makelaarsfirma mag as 'n agent ten behoeve van 'n kliënt of as 'n prinsipaal vir eie rekening handel dryf in opsies. Geen makelaarsfirma sal direk of indirek vir eie rekening handel dryf nie behalwe met 'n ander makelaarsfirma met dien verstande dat die bepalings van 5.190.2.1.1 (ten opsigte van die regstelling van 'n fout) van toepassing sal wees, waar nodig.
- 14.60
  - 14.60.1 Alle transaksies in opsies sal op die MVO-vloer uitgevoer word deur middel van ope-uitroep gedurende die handelsure soos van tyd tot tyd deur die Komitee bepaal.
  - 14.60.2 Geen transaksies in opsies sal buite die bepaalde handelsure uitgevoer word nie.
  - 14.60.3 'n Opdrag om as 'n agent ten behoeve van 'n kliënt in opsies handel te dryf, sal voorrang geniet bo 'n opdrag om vir 'n makelaarsfirma as prinsipaal vir eie rekening, in dieselfde opsie in dieselfde reeks teen dieselfde prys, handel te dryf.

**Onderliggende sekuriteite**

- 14.70 14.70.1 Die onderliggende sekuriteite ten opsigte van opsies wat deur MVO verhandel sal word, sal deur die Komitee goedgekeur word.
- 14.70.2 Die goedkeuring van die onderliggende sekuriteit vir enige opsie kan deur die Komitee teruggetrek word indien sodanige onderliggende sekuriteit nie aan die huidige vereistes van notering voldoen nie of vir enige ander rede waar die Komitee sodanige terugtrekking nodig ag.

**Voorwaardes van opsies**

- 14.80 14.80.1 Die voorwaardes van elke opsie sal deur die Komitee bepaal word voor die tyd dat die reeks vir handeldryf oopgestel word
- 14.80.2 Die Komitee sal bepaal wanneer nuwe reekse van opsies geskep word asook die voorwaardes van sodanige reekse. Die skepping van 'n nuwe reeks sal nie die voorwaardes van ander reekse van dieselfde klas wat voorheen geskep is, beïnvloed nie.
- 14.80.3 14.80.3.1 Nieteenstaande die bepalings van 14.80.2, mag die Komitee in eie diskresie, die voorwaardes van die opsie en die uitoefningsprys aanvanklik vasgestel vir 'n reeks, aanpas waar daar 'n wesentlike verandering in die onderliggende sekuriteit was.
- 14.80.3.2 Geen aanpassing ten opsigte van 'n verklaring van 'n dividend sal gemaak word nie tensy anders deur die Komitee bepaal.
- 14.80.3.3 Kennisgewing van enige aanpassing sal op die MVO-vloer bekendgemaak word en aan alle makelaarsfirmas berig word.

**Algemene besigheid**

- 14.90 14.90.1 Geen makelaarsfirma sal 'n bestelling van 'n kliënt om te koop of 'n opsie te skryf aanvaar nie tensy die kliënt se rekening in ooreenstemming met die bepalings van die reëls en voorskrifte geopen is nie.
- 14.90.2 14.90.2.1 'n Makelaarsfirma sal nie ten behoeve van 'n kliënt, anders as 'n kliënt wat 'n direkte deelnemer is, handel dryf nie, tensy die voorgeskrewe Handels Magtigings-ooreenkoms ten eerste deur die kliënt onderteken is, deur KVO aangeteken is en in besit van die betrokke makelaarsfirma is nie.
- 14.90.2.2 Geen makelaarsfirma sal ten behoeve van 'n direkte deelnemer handel dryf nie tensy die voorgeskrewe Handels Magtigings-ooreenkoms ten eerste deur die direkte deelnemer onderteken is en KVO die vereiste magtigingnommer van die direkte deelnemer uitgereik het nie.
- 14.90.3 KVO sal, ten behoeve van makelaarsfirmas, onmiddellik 'n makelaarsnota aan 'n kliënt uitreik wat elke verhandelde opsietransaksie wat uitgevoer is, bevestig. Die makelaarsnota sal die onderliggende sekuriteit, soort opsie, vervaldatum, uitoefningsprys, aantal kontrakte, premie, heffings, makelaarsloon, enige toepaslike belasting, datum van transaksie en vereffeningdatum vermeld en sal aandui of die transaksie 'n koop of verkoop is en of dit 'n openings- of sluitingstransaksie is.
- 14.90.4 Geen makelaarsfirma sal ten opsigte van 'n verhandelde opsietransaksie, 'n kliëntvrywaar van enige handelsverlies wat na die uitvoering van die transaksie ontstaan nie.
- 14.100 14.100.1 Sekuriteite en finansiële instrumente wat deur die Komitee goedgekeur is en as marge vir 'n verhandelde opsietransaksie gedeponeer is, sal by die KVO-bank gedeponeer word en sal -
- 14.100.1.1 geregistreer word soos deur KVO voorgeskryf;

14.100.1.2 aangeteken en so onderskei word dat eienaarskap ten alle tye bepaal kan word; en

14.100.1.3 onherroeplik tot die order van KVO gehou word.

14.100.2 Alle dividend- en rente-betalings toeskryfbaar aan sekuriteite wat ingevolge 14.100.1 gedeponeer is, sal die eiendom van die kliënt of die makelaarsfirma, na gelang van die geval, bly en indien betaling van sodanige bedrae aan die KVO-bank gemaak is, sal dié bedrae aan die kliënt of ooreenkomsdig sy opdrag gemaak word.

#### **Geld en sekuriteite gedeponeer by KVO**

- 14.110 14.110.1 Geld en sekuriteite wat deur 'n makelaarsfirma van 'n kliënt ontvang is vir die doel om in verhandelde opsie-transaksies handel te dryf, sal deur die makelaarsfirma by KVO gedeponeer word voor die einde van die besigheidsdag wat volg onmiddellik na ontvang van sodanige geld en sekuriteite deur die makelaarsfirma.
- 14.110.2 Geld gedeponeer by KVO ten behoeve van 'n kliënt of deur 'n KVO-deelnemer vir die doel van verhandelde opsie-transaksies, sal ten behoeve van KVO en die kliënt/KVO-deelnemer by JSE Trustees (Edms.) Beperk gedeponeer word en geïdentifiseer word deur die naam van die kliënt of KVO-deelnemer.
- 14.110.3 Alle regte ten opsigte van hierdie geld sal uitsluitlik berus by KVO en die regte van die kliënt/KVO-deelnemer ten opsigte van sodanige gelde sal beperk wees tot die reg om betaling te ontvang van 'n bedrag gelyk aan die balans, na betaling van alle verpligtings verskuldig deur die kliënt/KVO-deelnemer aan KVO of die makelaarsfirma. Alle regte ten opsigte van die gelde sal bykomstig tot sekuriteit aan KVO sedeer word.
- 14.110.4 KVO mag onttrekkings maak van hierdie gelde om verpligtings van die kliënt/KVO-deelnemer te dek wat voortspruit uit verhandelde opsie-transaksies sonder om van die kliënt/KVO-deelnemer te vereis om elke sodanige onttrekking te magtig.

#### **Handelspraktyke en -prosedures**

- 14.120 Die handelseenheid in elke serie van opsie verhandel op MVO, sal een kontrak wees.
- 14.120.1 14.120.1.1 Koop- en verkoopaanbiedinge moet deur ope-uitroep op die MVO-vloer gemaak word om van krag te wees.
- 14.120.2 Koop- en verkoopaanbiedinge sal uitgedruk word in sent per aandeel van die onderliggende sekuriteit.
- 14.120.3 Veranderings in koop- en verkoopsaanbiedinge sal gemaak word in die bedrae van tyd tot tyd voorgeskryf.
- 14.120.4 Koop- en verkoopaanbiedinge wat op die MVO-vloer gemaak is sal geag word vir een kontrak te wees tensy 'n spesifieke aantal in die koop- of verkoopaanbod genoem word.
- 14.120.5 Alle koop- of verkoopaanbiedinge wat gemaak en aanvaar is ooreenkomsdig hierdie reëls sal bindende kontrakte verteenwoordig.
- 14.130 14.130.1 Geen makelaarsfirma sal handeldryf of deelneem in enige verhandelde opsie-transaksie nie tensy sodanige sake op daardie dag aan die MVO-vloer blootgestel is.
- 14.130.2 Koop- of verkoopaanbiedinge wat nie onmiddellik tot 'n verhandelde opsietransaksie aanleiding gee nie mag op die prysebord op die MVO-vloer aangeteken word.
- 14.130.3 Verkoopprysse ten opsigte van elke verhandelde opsietransaksie sal in die MVO-verhandelingstelsel aangeteken word en die koper en verkoper sal onafhanklik van mekaar toesien dat die prys so aangeteken is.

- 14.140 14.140.1 Die aantal kontrakte in 'n enkele reeks of klas wat deur enige persoon of verskeie persone gesamentlik gehou of geskryf mag word, mag beperk word tot sodanige aantal as wat van tyd tot tyd voorgeskryf mag word.
- 14.140.2 Die aantal kontrakte in 'n enkele reeks of klas wat gedurende 'n besigheidsdag deur enige persoon of verskeie persone gesamentlik uitgeoefen mag word, mag beperk word tot sodanige aantal as wat die Komitee van tyd tot tyd mag bepaal.
- 14.150 Die Komitee sal 'n aparte stelsel bekend as "KVO" voorsien deur middel waarvan alle verhandelde opsietransaksies geregistreer, verreken en vereffen sal word.
- 14.160 Die Komitee in sy eie diskresie, mag die handel in enige opsie in die belang van 'n redelike en ordelike mark tydelik stop. Onder die faktore wat deur die Komitee oorweeg kan word om sodanige stop in te stel is wanneer—
- 14.160.1 handel in die onderliggende sekuriteit gestop of opgeskort is;
  - 14.160.2 handel in sodanige onderliggende sekuriteit weens buitengewone omstandighede vertraag is; of
  - 14.160.3 buitengewone voorwaardes of omstandighede geld.
- 14.170 Handel in enige opsie wat ingevolge 14.160 gestop is, mag hervat word ingevolge'n beslissing van die Komitee dat die voorwaardes wat tot die stop aanleiding gegee het, nie meer geld nie of dat die belang van 'n redelike en ordelike mark die beste gedien sal word deur 'n hervattung van handel.
- 14.170.1 Indien die notering in 'n onderliggende sekuriteit opgeskort of beëindig word, mag die opsie nieteenstaande uitgeoefen word. (Dit mag nodig wees waar die opsie gedurende die tydperk van opskorting verval.) In so 'n geval sal die tyd van vereffening en die vereffeningsvergoeding deur die Komitee bepaal word.
  - 14.170.2 'n Stop in die handel sal nie die tydperk van 'n opsie verleng nie.
  - 14.170.3 Wanneer die goedkeuring van die onderliggende sekuriteit ingevolge 14.70.2 teruggetrek is, mag geen handel in die opsie plaasvind nie tensy anders deur die Komitee bepaal met dien verstande dat 'n sluitingskoop- of sluitingsverkooptransaksie ten opsigte van sodanige opsie uitgeoefen mag word.

#### **Deursittransaksies**

- 14.180 Met die uitsondering van 5.200.1.2.2, sal reëls 5.200.1 tot en met 5.200.1.2.11, van toepassing wees op verhandelde opsie-transaksies. Die bepalings van 5.200.1.2.8 en 5.200.1.2.9 sal van toepassing wees op alle deursittransaksies in verhandelde opsie-transaksies, ongeag die waarde. Die aanteken van prys vir deursittransaksies ten opsigte van opsies, sal aangeteken word op die MVO-prysebord en nie op die ekwiteits-prysebord nie. Die verrekeningshuis waarna in 5.200.1.2.10 verwys word, sal geag word KVO te wees.

#### **Buitelandse transaksies**

- 14.190 'n Verhandelde opsie-transaksie wat met 'n buitelandse teenparty aangegaan is, sal uitgevoer word op kliënte-basis en MVO-reëls sal op enige sodanige transaksie van toepassing wees, insluitende marge-vereistes, makelaarsloon en ander heffings.

#### **Marge**

- 14.200 14.200.1 Geen persoon mag 'n openings-verkooptransaksie ten behoeve van enige persoon aangaan nie sonder dat die voorgeskrewe marge eerstens met KVO gedeponeer is. 'n Makelaarsfirma sal verantwoordelik wees vir die invordering van marge van 'n kliënt en die deponering daarvan met KVO, met uitsondering dat in die geval van 'n direkte deelnemer die marge direk met KVO gedeponeer sal word. Marge-vereistes vir MVO-transaksies sal van tyd tot tyd deur die Komitee neergelê word, met inagneming van die noodsaaklikheid van beskerming van die JE, makelaarsfirmas en hulle kliënte.
- 14.200.2 Die Komitee kan, van tyd tot tyd, die bedrag en tipe marge wat ten opsigte van enige opsie vereis word verander.

- 14.210 Die vereiste marge wat deur 'n KVO-deelnemer gelewer moet word, sal gedeponeer word op die tydstip bepaal deur die Komitee.
- 14.215 Sekuriteite wat as marge by KVO gedeponeer word, moet geregistreer word in die naam van KVO Genomineerde (Edms.) Beperk en moet by die KVO-bank gedeponeer word. Sodanige sekuriteite sal aangeteken en onderskei word sodat dit te alle tye geïdentifiseer kan word as behorende aan die persoon wat sodanige marge gedeponeer het.
- 14.220 Die Komitee mag in geheel of ten dele, voorwaardelik of onvoorwaardelik, die levering van marge kwytskeld wat andersins vereis word om deur 'n KVO-deelnemer gemaak te word indien dit sou bepaal dat sodanige kwytskelding--
- 14.220.1 raadsaam is in die belang om 'n regmatige en geordende mark te handhaaf of andersins raadsaam is in die openbare belang of vir die beskerming van beleggers; en
- 14.220.2 bestaanbaar is met die handhawing van die finansiële integriteit van KVO en die JE.
- 14.230 14.230.1 By oordrag van 'n opsie sal marge wat gehou word nie aan die skrywer teruggegee word nie tot tyd en wyl hy sy verpligting ingevolge die opsie afgelos het.
- 14.230.2 14.230.2.1 Marge mag slegs by skriftelike versoek deur 'n KVO-deelnemer onttrek word.
- 14.230.2.2 Indien die rekeninghouer 'n direkte deelnemer is, mag teruggawe van marge slegs direk aan die direkte deelnemer gemaak word.
- 14.230.2.3 Waar 'n kliënt nie 'n direkte deelnemer is nie, moet teruggawe van marge deur die makelaarsfirma aan die kliënt geskied.

#### **Uitoefening, oordrag en levering**

- 14.240 Die Komitee moet die procedures voorskryf vir die uitoefening van opsies, insluitende die procedures waarvolgens opsies automaties deur KVO uitgeoefen word en mag in sekere omstandighede spesiale vereistes voorskryf vir die uitoefening van enige opsie.
- 14.240.1 Vereffening na die uitoefening van 'n kontant-vereffningsopsie moet plaasvind op die besigheidsdag wat volg onmiddellik op die levering van 'n kennisgewing van uitoefening met KVO en bedrae betaalbaar deur 'n toegewyde skrywer is op daardie dag betaalbaar.
- 14.240.2 Die uitoefening van 'n skrip-afgeloste opsie sal tot gevolg hê dat 'n transaksie in die Verrekeningshuis genoteer sal word teen die sluiting van besigheid op die uitoefningsdatum en vereffening sal geskied ooreenkomsdig die voorskrifte van die Verrekeningshuis. Sodanige vereffening sal onderhewig wees aan die Verrekeningshuis-fooie, makelaarsloon en ander heffings.

- 14.250 Die houer van 'n skrip-afgeloste opsie sal slegs op 'n dividend of ander oploping geregtig wees ten opsigte waarvan die onderliggende sekuriteit "cum" dividend aangedui is indien hy die opsie ten minste een besigheidsdag voor die rekorddatum uitgeoefen het.

#### **Indeksopsies**

- 14.260 'n Spesifieke indeks waarop 'n indeksopsie verhandel word, sal deur die Komitee geskep en goedgekeur word. Alle aandele waarop die berekening van die indeks gebaseer is, moet aan die vereistes uiteengesit in 14.70 voldoen.
- 14.260.1 Die JE sal die indekswaarde versprei op 'n basis deur die Komitee bepaal.
- 14.260.2 Die JE sal die inligting aanteken en byhou wat die sekuriteite identifiseer waarvan die pryse die basis vorm vir die berekening van die indeks en die metode wat gebruik word om die indekswaarde en die vereffningswaarde te bepaal.
- 14.270 14.270.1 Handel in indeksopsies sal tydelik gestop word indien die Komitee sodanige aksie raadsaam ag in die belang van 'n regmatige en geordende mark. Onder die faktore wat deur die Komiteeoorweeg mag word by so 'n stop is wanneer
- 14.270.1.1 alle handel in sommige of alle onderliggende sekuriteite gestop of opgeskoot is;

- 14.270.1.2 die huidige berekening van die indeks afgelei van die huidige mark-pryse van die sekuriteite, nie beskikbaar is nie; of
- 14.270.1.3 ander buitengewone omstandighede of omstandighede nadelig tot die handhawing van 'n regmatige en geordende mark heers.
- 14.270.2 Handel in indeksopsies van 'n klas of reeks wat onderworpe was aan 'n stop of opskorting deur die Komitee, mag hervat word indien die Komitee bepaal dat die omstandighede wat tot die stop of opskorting aanleiding gegee het, nie meer teenwoordig is nie of dat die belang van 'n regmatige en geordende mark die beste gedien sal word deur 'n hervattung van handel.
- 14.280 14.280.1 Koop- en verkooppryse vir indeksopsies sal uitgedruk word in rand vir die indeks.
- 14.280.2 Minimum bedrae vir premies op koop- en verkooppryse en ander kontrakspesifikasies vir indeksopsies sal van tyd tot tyd deur die Komitee voorgeskryf word.

#### **Vrywaring**

- 14.290 Nieteenstaande enigiets teenstrydig vervat in hierdie Reëls, voorskrifte en besluite van die Komitee, sal nog die JE nog die Aktuariele Vereniging van Suid-Afrika verantwoordelik of aanspreeklik wees teenoor enige persoon vir die korrektheid, integriteit of waarde van die JE-indekse of enige inligting wat daarin ingesluit is in verband met die handel in indeksopsies, of vir enige ander gebruik.
- 14.300 Die JE sal nie verantwoordelik of aanspreeklik wees nie vir enige skade, eise, verliese of onkoste veroorsaak deur enige foute, weglatings of vertragings in die berekening of verspreiding van die indekswaarde of in die verspreiding van prysvoortspruitend uit enige optrede, voorwaarde of oorsaak buite die beheer van die JE, insluitende, maar nie beperk nie, tot 'n natuur ramp, vuur, vloede, buitengewone weersomstandighede, oorlog, opstand, oproer, stakings, ongeluk, regeringsoptrede, verbindings- of kragonderbreking, foutwerk van toerusting of sagteware; enige fout, weglatting of vertraging in die rapportering van transaksies in een of meer onderliggende sekuriteite; of enige fout weglatting of vertraging in die verspreiding van enige indekswaarde van die JE.

#### **Makelaarsloon, fooie en ander vorderings**

- 14.310 14.310.1 Vir MVO-transaksies sal makelaarsloon, fooie en ander vorderings soos volg gehef word:
- 14.310.1.1 'n Basiese vordering gelyk aan die vorderings deur KVO soos van tyd tot tyd deur die Komitee bepaal; plus
- 14.310.1.2 'n makelaarsloon ooreenkomsdig die volgende skaal:

<i><b>Opsiepremie</b></i>	<i><b>Makelaarsloon</b></i>
Tot R10 000 .....	3%
Bo R10 000 tot R25 000 .....	R300 plus 2% van die oorskot bo R10 000.
Bo R25 000 tot R50 000 .....	R600 plus 1,5% van die oorskot bo R25 000.
Bo R50 000 .....	R975 plus 1% van die oorskot bo R50 000.

Die bovenoemde skale is onderworpe aan 'n minimum vordering van R20 vir enige transaksie of sodanige ander bedrag wat die Komitee van tyd tot tyd mag bepaal.

- 14.310.1.3 Die bovenoemde skale is ten opsigte van beide die basiese vordering en die toepaslike makelaarsloon beperk tot elkeen van die volgende kategorieë:

14.310.1.3.1 Waar alle opdragte of gedeeltes van opdragte om dieselfde reeks van opsie vir dieselfde prinzipaal te koop, gedurende enige dag deur dieselfde makelaarsfirma uitgevoer is; of

14.310.1.3.2 waar alle opdragte of gedeeltes van opdragte om dieselfde reeks van opsie vir dieselfde prinzipaal te verkoop, gedurende enige dag deur dieselfde makelaarsfirma uitgevoer is.

- 14.310.2 Reël 6.20.10 (afgerond tot 'n deel van 'n sent) sal van toepassing wees op alle agente-transaksies in opsigte.
- 14.310.3 Geen makelaarsloon of basiese vordering ooreenkomsdig 14.310.1 sal ten opsigte van 'n skrip-afgeloste opsie gehef word nie.
- 14.310.4 Die kliënt sal aanspreeklik wees vir enige fooie of heffings as gevolg van die lewering van marge.
- 14.310.5 Die houer van 'n kontant-vereffeningsopsie wat die opsie uitoefen, of waar sodanige opsie outomaties uitgeoefen word, sal aanspreeklik wees vir dieselfde vorderings as die koper of verkoper van 'n opsie. By die berekening van hierdie vorderings, sal die premie bereken word as die sluitingsprys vir die reeks van opsie op die uitoefningsdatum. Die toege wysde skrywer sal nie vir enige vordering aanspreeklik wees nie.

#### **Beperking of opskorting van handel deur 'n KVO-deelnemer**

- 14.320 14.320.1 'n KVO-deelnemer of kliënt wat nie sy verpligtings kan nakom nie of wat insolvent is, moet KVO onmiddellik telefonies daarvan verwittig en sodanige kennisgewing deur telefax of telegram bevestig of sorgdra dat sodanige kennisgewing en bevestiging vir hom gedoen word.
- 14.320.2 Die Komitee mag onvoorwaardelik die handel van 'n KVO-deelnemer beperk of opskort wat versuim om fondse of marge aan KVO te lever, of wat in sodanige finansiële- of bedryfsprobleme is, wat die Komitee, in sy absolute diskresie, glo dat beperking of opskorting nodig is vir die beskerming van KVO, die JE, ander KVO-deelnemers en beleggers.
- 14.320.3 By die beperking of opskorting van die handel van 'n KVO-deelnemer, sal KVO onmiddellik alle ander KVO-deelnemers dienooreenkomsdig in kennis stel. Soda nige kennisgewing sal in die algemeen stel hoe lopende transaksies, oopposisies, uitgeoefende kontrakte en ander sake mee gehandel moet word."

2. Voeg die volgende nota in aan die begin van Afdeling 2 van die Reëls:

"Spesifieke reëls met betrekking tot verhandelde opsie-transaksies is vervat in Afdeling 14 van hierdie Reëls en daar moet na daardie Afdeling verwys word vir spesifieke vereistes met betrekking tot sodanige opsigte."

3. Voorgestelde nuwe reël 1.40.2.18:

#### **Bevoegdhede van die JE**

- "1.40.2.18 om 'n mark in verhandelde opsies en 'n verrekenings- en vereffeningstelsel vir verhandelde opsie-transaksies te bedryf; om die onderliggende effekte en indeks vir opsies te bepaal; om premie- en margevereistes neer te lê; om vereistes af te kondig vir die regulering van sodanige mark en die beskerming van die JE; en om al sodanige ander dinge te verrig wat noodsaaklik is vir die bedryf van sodanige mark."

4. Skrap die bestaande reël 1.80 en voeg die volgende nuwe reël 1.80 in:

#### **JE nie vir verliese aanspreeklik nie**

- "1.80 Die JE sal nie aanspreeklik of verantwoordelik wees nie teenoor enigiemand vir (of ten opsigte van) enige direkte, indirekte of gevolglike verpligting, verlies of skade van enige soort of aard, hoe dit ook al mag ontstaan het, wat gely is as gevolg van of wat toegeskryf mag word aan –
- 1.80.1 nalatigheid deur die JE of deur 'n werknemer of agent van die JE;
- 1.80.2 verkeerde, onjuiste, gebrekkige of misleidende inligting verskaf deur die JE of deur 'n werknemer of agent van die JE;
- 1.80.3 defekte by toerusting of defekte, onderbreking, opskorting, beëindiging of tekortkomming van enige stelsel of diens wat deur die JE besit of bestuur word;
- 1.80.4 defekte van die rekenaarstelsel, die onderbreking van of defekte in die kommunikasieverbinding, kragonderbreking, defekte van enige sagte- of hardware, die verlies of vernietiging van enige data of enige verlies of skade veroorsaak deur natuurlike ramp, oproer, opstand, optrede van vandalisme, sabotasie of soortgelyke oorsaak."

5. Skrap die aanhef by die omskrywing van "opsies" in reël 2.40 en voeg die volgende aanhef in:

**Vertolkings en omskrywings**

2.40 "opsies" [met betrekking tot] die volgende terme is slegs van toepassing op tradisionele opsie-transaksies insluitende opsies op prima effekte en is nie van toepassing op verhandelde opsie-transaksies nie wat gereguleer word ingevolge Afdeling 14 van hierdie Reëls" --.

6. Voorgestelde nuwe reël 5.61:

**Geskille**

"5.61 Neteenstaande die bepaling van 5.60, het die Komitee die bevoegdheid om spesifieke procedures voor te skryf om geskille tussen lede, makelaarsfirms en ander persone te hanteer wat op verhandelde opsie-transaksies betrekking het.".

7. Voorgestelde nuwe reël 8.60.8:

**Bepalings ten opsigte van wanbetaling — Verhandelde opsie-transaksies**

"8.60.8 Oop posisies ten opsigte van opsies sal as volg hanteer word:

8.60.8.1 KVO sal oposisies van die wanbetalter administreer onmiddellik nadat kennis van wanbetaling ontvang is.

8.60.8.2 Oposisies wat deur die wanbetalende makelaar ten behoeve van kliënte met KVO geregistreer is, mag na sodanige ander makelaarsfirma of -firms oorgedra word as wat KVO na oorleg met die kliënt mag aanwys. Margerekords van die kliënt sal aan die opvolger-makelaarsfirma ten behoeve van die kliënt oorgedra word. Indien geen makelaarsfirma sodanige oordrag wil aanvaar nie, het KVO die bevoegdheid om hierdie posisies te sluit.

8.60.8.3 Oposisies gehou vir die eie rekening van die wanbetalende makelaar sal onmiddellik deur KVO gesluit word."

8. Voorgestelde nuwe reël 10.10.6:

10.10 **Bevoegdheid om effekte te noteer**

"10.10.6 om, behoudens die bepaling van die Wet, noterings van reekse van opsies, gebaseer op genoteerde onderliggende effekte, toe te staan."

9. Voorgestelde nuwe reël 10.20.5:

10.20 **Noteringsgelde**

"10.20.5 Die bepaling van hierdie reëls is nie van toepassing nie op die notering van verhandelde opsies."

10. Voorgestelde nuwe reël 10.40.4.3:

10.40.4 **Die bepaling van hierdie reël geld nie vir —**

"10.40.4.3 verhandelde opsies nie."

11. Skrap die bestaande omskrywing van "Verrekeningskantoor" soos vervat in reël 11.20 en vervang dit met die volgende omskrywing:

"11.20 Die "Verrekeningskantoor" beteken die vereffeningstelsel deur bemanding waarvan alle transaksies in verrekeningskantoreffekte, uitgesonderd prima effekte en verhandelde opsies, vereffen word en die volgende bepaling geld:".

12. Voorgestelde nuwe reël 11.40:

**Verhandelde Opsies Verrekeningskantoor**

"11.40 **Die Verhandelde Opsies Verrekeningskantoor ("KVO") beteken die vereffeningstelsel deur bemanding waarvan alle verhandelde opsie-transaksies vereffen word.**

11.40.1 Vereffening sal geskied op die besigheidsdag wat volg onmiddellik op die handel of die toewysing van 'n opsiekennisgewing. Vereffening van verhandelde opsie-transaksies sal geskied op die netto saldo's verskuldig.

11.40.2 Betaling sal geskied van netto kontant verskuldig aan of deur KVO of van bewyssaldo's gelewer aan of ontvang deur KVO of sy agent.

11.40.3 KVO sal die bevoegdheid hê om toewysing van uitgeoefende opsies te allokeer aan kliënte van makelaarsfirms en KVO-deelnemers wat opsieskrywers is, ongeag of hierdie persone partye was tot die oorspronklike transaksies met die opsiehouer."

**SCHEDULE*****General Explanatory notes***

1. Words in square brackets ([ ]) indicate omissions from existing rules.
2. Words underlined with solid line (\_\_\_\_) indicate insertions in existing rules.

**PROPOSED AMENDMENT TO THE RULES OF THE JOHANNESBURG STOCK EXCHANGE****1. Proposed new Section 14****SECTION 14—TRADED OPTIONS MARKET:**

**"14.10** The rules in this section are applicable to all traded option transactions; save that rules 14.260 to 14.300 specifically govern traded index options and shall prevail over the general rules in this section in the event of a conflict.

**Definitions**

**14.20** In this Section 14—

“American option” means an option that can be exercised at any time prior to its expiry;

“Assigned writer” means the writer assigned by TOCH to perform the contractual obligation under the option;

“assignment” means notification given by TOCH to a writer that a holder has exercised an option written by the writer and that the writer is, therefore, obliged to perform under the terms of the option;

“at-the-money” means a call or put whose exercise price is approximately the same as the current market price of the underlying security;

“authorised bank” means a financial institution which has been approved by the Committee and has entered into an agreement with TOCH in respect of—

(a) the issuing of guarantees for a TOCH participant’s margin requirements; and

(b) such other services as may be determined by the Committee;

“bank account” means a bank account established by a TOCH participant with the TOCH bank for traded option transactions;

“call” means an option under which the holder has the right to require a writer assigned by TOCH to sell the underlying security;

“cash-settled” means that the obligation of the writer of an option is settled by delivery of cash;

“class” or “class of option” means all options of the same type (either puts or calls) covering the same underlying security;

“closing index value” means the last index value calculated on a business day;

“closing purchase transaction” means a traded option transaction which reduces or eliminates a short position;

“closing sale transaction” means a traded option transaction which reduces or eliminates a long position;

“direct participant” means any person permitted by the Committee to establish a direct contractual relationship with TOCH;

“European option” means an option that can be exercised only on its expiry;

“exercise” means notification given to TOCH that the holder of an option requires a writer to perform in terms of such option;

“exercise price” or “strike price” means the specified price at which the underlying security may be purchased or sold upon the exercise of an option;

“exercise settlement date” means the date for settlement of a traded option transaction resulting from exercise of an option;

“expiry” means the time at which an option expires;

“holder” means the owner of an option contract;

- “index” means the value of a portfolio of underlying securities based on a weighted arithmetic formula so that changes in the value of the index correlate with changes in the value of the portfolio;
- “index multiplier” means the amount specified in the index option by which the difference between the index settlement value and the exercise price is multiplied to determine the settlement consideration;
- “index settlement value” means, in respect of a particular index, the level of the index as published by the JSE and designated as the settlement price;
- “index value” means the official value published by the JSE for any index;
- “in-the-money” means a call whose exercise price is below the current market price of the underlying security or a put whose exercise price is above the current market price of the underlying security;
- “long position” means a person’s ownership as the holder of one or more options;
- “margin” means cash or collateral which shall be deposited to the order of TOCH to ensure that the writer of an option can at all times fulfil his obligations;
- “mark-to-market” means the determination of the market value of an underlying security at periodic intervals;
- “net daily premium” means the net premium payable to or by TOCH on settlement of a traded option transaction;
- “open” or “open position” means an option which has been registered with TOCH and has not—
- been the subject of a closing transaction,
  - been exercised or assigned, or
  - expired;
- “opening purchase transaction” means a traded option transaction which creates or increases a long position;
- “opening sale transaction” means a traded option transaction which creates or increases a short position;
- “option” or “traded option” means a standardised option contract issued by the JSE, listed and traded on TOM, and cleared and settled through TOCH;
- “out-of-the-money” means a call whose exercise price is above the current market price of the underlying security or a put whose exercise price is below the current market price of the underlying security;
- “person” means an individual, partnership, association, company, trust or any other form of legal entity;
- “premium” means the price of an option agreed upon between the purchaser and the seller in a traded option transaction;
- “put” means an option under which the holder has the right to require a writer assigned by TOCH to buy the underlying security;
- “registered” means that a traded option transaction has been (a) confirmed by the executing broking firms and, if applicable, the direct participant, (b) recorded with TOCH, and (c) the required premium and margin payments have been received by TOCH and credited by TOCH to the appropriate accounts;
- “scrip-settled” means that the obligation of the writer of the option is settled by delivery of the underlying security;
- “series” or “series of option” means all options of the same class having the same exercise price and expiry date;
- “settlement price” means the value of the underlying security of an exercised cash-settled option determined daily by TOCH for the day TOCH receives the notice of exercise;

"short position" means a person's interest as the writer of one or more options;

"TOCH" means the Traded Options Clearing House which is the system through which all traded option transactions are registered, cleared and settled;

"TOCH bank" means a bank which has been registered, other than provisionally, in terms of the Banks Act 1965, and which has been approved by the Committee and has entered into agreements with TOCH to create a system of accounts under the control of TOCH;

"TOCH participant" means any broking firm or any direct participant;

"TOM" means the Traded Options Market;

"TOM floor" means the trading floor determined by the Committee upon which options are traded;

"TOM rules" means the rules, directive, practice and usage of TOM in effect from time to time;

"traded option transaction" means a transaction for the purchase or sale of an option, or involving the exercise and assignment of such option;

"Trading Authorisation Agreement" means either--

- (a) the contract between a broking firm and its client, in the form prescribed by the Committee, which defines the relationship among TOCH, the broking firm and its client in regard to traded option transactions and which requires (among other things) that the account be operated in accordance with JSE rules, directives and the custom and practice of TOM and that such client agrees to abide by such rules, directives and practices; or
- (b) the contract between TOCH and a direct participant, in the form prescribed by the Committee, which defines the relationship among TOCH, the direct participant and the broking firm in regard to traded option transactions and identifies the services to be provided by TOCH, and which requires (among other things) that the account be operated in accordance with JSE rules, directives and the custom and practice of TOM and that such client agrees to abide by such rules, directives and practices;

"underlying security" means--

- (a) in respect of an option other than an index option, a security (or its equivalent value) which the assigned writer shall be obliged to sell or purchase upon the valid exercise of the option, or
- (b) in respect of an index option, the index value;

"writer" means the person who, directly or indirectly, executes an opening sale transaction thus agreeing to perform the obligations under an option written pursuant to TOM Rules.

#### **Business conduct**

- 14.30 Any broking firm may deal in options provided that it complies at all times to the satisfaction of the Committee with such rules, directives and Committee decisions as may be currently in force in relation to traded options.
- 14.40 A broking firm shall take all reasonable steps to ensure that in executing business on behalf of a client it deals to the best advantage of that client.
- 14.50 A broking firm may deal in options as an agent on behalf of a client or as a principal for its own account. No broking firm shall deal directly or indirectly for its own account except with another broking firm, provided that the provisions of 5.190.2.1.1 (relating to correction of a mistake) shall apply when necessary.
- 14.60
  - 14.60.1 All transactions in options shall be done on the TOM floor by means of open outcry during the trading hours determined from time to time by the Committee.
  - 14.60.2 No transactions in options shall be concluded outside the specified trading hours.
  - 14.60.3 An order to deal in an option as an agent on behalf of a client shall have priority over an order to deal in an option in the same series at the same price for a broking firm dealing as a principal for its own account.

**Underlying securities**

- 14.70    14.70.1    The underlying securities of options traded in TOM shall be approved by the Committee.
- 14.70.2    The approval of the underlying security for any option may be withdrawn by the Committee if such underlying security fails to meet current requirements for listing or for any other reason deemed by the Committee to warrant such withdrawal.

**Terms of options**

- 14.80    14.80.1    The terms of each option shall be determined by the Committee prior to the time the series is opened for trading.
- 14.80.2    The Committee shall determine when new series of options are to be created and the terms of such series. The opening of a new series shall not affect the terms of other series of the same class previously opened.
- 14.80.3    14.80.3.1    Notwithstanding the provisions of 14.80.2, the Committee, in its sole discretion, may, where there has been a fundamental change in the underlying security, adjust the terms of the option and the exercise price initially established for a series.
- 14.80.3.2    No adjustment shall be made in respect of a declaration of a dividend unless otherwise determined by the Committee.
- 14.80.3.3    Notice of any adjustment shall be posted on the TOM floor and advised to all broking firms.

**General business**

- 14.90    14.90.1    No broking firm shall accept an order from a client to purchase or write an option unless the client's account has been opened in accordance with the provisions of the rules and directives.
- 14.90.2    14.90.2.1    A broking firm shall not deal on behalf of a client, other than a client who is a direct participant, unless the prescribed Trading Authorisation Agreement has first been signed by the client, recorded by TOCH and is in the possession of the broking firm concerned.
- 14.90.2.2    No broking firm shall deal on behalf of a direct participant unless the prescribed Trading Authorisation Agreement has first been signed by the direct participant and TOCH has issued the required direct participant authorisation number.
- 14.90.3    TOCH, on behalf of broking firms, shall promptly furnish a statement of account, and if so determined by the Committee, a broker's note to a client confirming each traded option transaction executed. The statement of account and brokers note shall state the underlying security, type of option, expiry, exercise price, number of contracts, premium, charges, brokerage, any applicable tax, date of transaction and settlement date, and shall indicate whether the transaction is a purchase or

against any trading loss arising after the execution of the transaction.

- 14.100    14.100.1    Securities and financial instruments approved by the Committee lodged as margin for a traded option transaction shall be deposited with the TOCH bank and shall be—
- 14.100.1.1    registered as directed by TOCH;
- 14.100.1.2    recorded and so distinguished that ownership can be established at all times; and
- 14.100.1.3    irrevocably held to the order of TOCH.
- 14.100.2    All dividends and interest payments attributable to securities deposited pursuant to 14.100.1, shall be the property of the client or the broking firm, as the case may be, and, if payment of such amounts is made to the TOCH bank, the amounts shall be held or distributed according to the instructions of the client.

### **Monies and securities lodged with TOCH**

- 14.110 14.110.1 Monies and securities received by a broking firm from a client for the purpose of engaging in traded options transactions shall be deposited with TOCH by the broking firm before the end of the business day immediately following receipt of such monies and securities by the broking firm.
- 14.110.2 Monies deposited with TOCH on behalf of a client or by a TOCH participant for the purpose of traded options transactions shall be deposited with JSE Trustees (Pty) Ltd, on behalf of TOCH and the client/TOCH participant and identified by the name of the client or TOCH participant.
- 14.110.3 All rights in respect of these monies shall vest in TOCH absolutely and the client's/TOCH participant's rights in respect of such monies shall be limited to the right to receive payment of an amount equal to the balance after discharge of all obligations owed by the client/TOCH participant to TOCH or the broking firm. All rights in respect of the monies are in addition ceded to TOCH as security.
- 14.110.4 TOCH may make withdrawals of these monies to cover any obligations of the client/TOCH participant arising from traded options transactions without requiring the client/TOCH participant to authorise each such withdrawal.

### **Trading practices and procedures**

- 14.120 The unit of trading in each series of option traded on TOM shall be one contract.
  - 14.120.1 Bids and offers to be effective shall be made by public outcry on the TOM floor.
  - 14.120.2 Bids and offers shall be expressed in terms of cents per share of the underlying security.
  - 14.120.3 Changes in bids and offers shall be in amounts prescribed from time to time.
  - 14.120.4 Bids and offers made on the TOM floor shall be deemed to be for one contract unless a specific number is expressed in the bid or offer.
  - 14.120.5 All bids or offers made and accepted in accordance with these rules shall constitute binding contracts.
- 14.130 14.130.1 No broking firm shall trade or participate in any traded option transaction unless such business has on that day been exposed to the TOM floor by making a bid or an offer, as the case may be.
  - 14.130.2 Bids or offers that do not immediately result in a traded option transaction may be recorded on the price displays on the TOM floor.
  - 14.130.3 Sales prices in respect of every traded option transaction shall be recorded in the TOM trading system and the buyer and the seller shall independently of each other ensure that the prices are so recorded.
- 14.140 14.140.1 The number of contracts in a single series or class which may be held or written by any person or several persons acting in concert may be limited to such number as may be prescribed from time to time.
  - 14.140.2 The number of contracts in a single series or class which may be exercised during a business day by any person or several persons acting in concert, may be limited to such number as the Committee may from time to time determine.
- 14.150 The Committee shall provide a separate system to be known as "TOCH" through which all traded option transactions shall be registered, cleared and settled.
- 14.160 The Committee, in its sole discretion, may temporarily halt trading in any option in the interests of a fair and orderly market. Among the factors that may be considered by the Committee in effecting such a halt are when—
  - 14.160.1 trading in the underlying security has been halted or suspended;
  - 14.160.2 trading in such underlying security has been delayed because of unusual circumstances; or
  - 14.160.3 other unusual conditions or circumstances are present.

- 14.170 Trading in an option that has been halted under 14.160 may be resumed upon a determination by the Committee that the conditions which led to the halt are no longer present or that the interest of a fair and orderly market are best served by a resumption of trading.
- 14.170.1 If the listing of an underlying security is suspended or terminated, the option may, nevertheless, be exercised. (This may be necessary where the option expires during the period of suspension.) In such event, the time of settlement and settlement consideration shall be prescribed by the Committee.
- 14.170.2 Trading halts shall not extend the term of an option.
- 14.170.3 Where the approval of the underlying security is withdrawn in terms of 14.70.2 no trading may take place in the option unless otherwise determined by the Committee provided that a closing purchase or closing sale transaction in respect of such option may be executed.

#### **Put through transactions**

- 14.180 Rules 5.200.1 through to 5.200.1.2.13 shall apply to traded option transactions. The provisions of 5.200.1.2.8 and 5.200.1.2.9 shall apply to all put through traded option transactions irrespective of value. As used in Rule 5.200.1.2.2, the reference to "prices board" shall mean the TOM price displays and the term "stock" shall mean the option. The recording of prices for put-through transactions shall, in respect of options, be recorded on the TOM price displays and not on the equity trading prices board. The clearing house referred to in 5.200.1.2.10 shall mean TOCH.

#### **Foreign transactions**

- 14.190 A traded option transaction effected with a foreign counterparty shall be executed on a client basis and TOM rules shall be applicable to any such transaction including margin requirements, brokerage and other charges.

#### **Margin**

- 14.200 14.200.1 No person may enter into an opening sale transaction for or on behalf of any person without first depositing with TOCH the prescribed margin. A broking firm shall be responsible for the collection of margin from a client and depositing it with TOCH; except that in the case of a direct participant margin shall be deposited directly with TOCH. Margin requirements for TOM transactions shall be set by the Committee from time to time taking into account the need for protection of the JSE, broking firms and their clients.
- 14.200.2 The Committee may, from time to time, change the amount and type of margin which may be required in respect of any option.
- 14.210 The margin required to be furnished by a TOCH participant shall be deposited at the times set by the Committee.
- 14.215 Securities deposited as margin with TOCH shall be registered in the name of TOCH Nominees (Pty) Ltd and shall be deposited with the TOCH Bank. Such securities shall be recorded and distinguished so that they can at all times be identified as belonging to the person who has deposited such margin.
- 14.220 The Committee may waive, in whole or in part, conditionally or unconditionally, the lodgement of margin that would otherwise be required to be made by a TOCH participant upon a determination that such waiver—
- 14.220.1 is advisable in the interests of maintaining a fair and orderly market or is otherwise advisable in the public interest or for the protection of investors; and
- 14.220.2 is consistent with maintaining the financial integrity of TOCH and the JSE.
- 14.230 14.230.1 On the assignment of an option, margin held by TOCH shall not be returned to the writer until he has discharged his liability under the option.
- 14.230.2 14.230.2.1 Margin may be withdrawn only upon written request by a TOCH participant.

- 14.230.2.2 If the account holder is a direct participant, return of margin may be made direct to the direct participant.
- 14.230.2.3 Where a client is not a direct participant, return of margin shall be made to the client through his broking firm.
- 14.230.2.4 Provided that in respect of a scrip settled call option where the margin is in the form of the underlying security it may be released by TOCH to the broking firm which is due to deliver it to the Clearing House against payment to TOCH, in a form determined by the Committee from time to time, of the net consideration of the option exercise transaction.

**Exercise, assignment and delivery**

- 14.240 The Committee shall establish procedures for the exercise of options including procedures whereby options are automatically exercised by TOCH and may prescribe special requirements in certain circumstances for the exercise of any option.
- 14.240 14.240.1 Settlement after the exercise of a cash-settled option shall take place on the business day immediately following the lodgment of an exercise notice with TOCH and amounts payable by an assigned writer for cash-settled options shall be paid on such day.
- 14.240.2 The exercise of a scrip-settled option shall result in a transaction being recorded in the Clearing House at close of business on the exercise settlement date and settlement shall be effected according to the procedures of the Clearing House. Such settlement shall be subject to Clearing House fees, charges and brokerage.
- 14.250 The holder of a scrip-settled option shall only be entitled to a dividend or any other accrual in respect of which the underlying security is "cum" dividend if he has exercised the option at least one business day prior to the record date.

**Index options**

- 14.260 A particular index upon which an index option is traded shall be created and approved by the Committee. All securities that are the basis for the calculation of the index shall meet the requirements set out in 14.70.
  - 14.260.1 The JSE shall disseminate the index value on a basis to be determined by the Committee.
  - 14.260.2 The JSE shall record and maintain information identifying the securities whose prices are the basis for calculation of the index and the method used to determine the index value and the settlement consideration.
- 14.270 14.270.1 Trading in index options shall be temporarily halted whenever the Committee deems such action appropriate in the interest of a fair and orderly market. Among the factors that may be considered by the Committee in effecting such halt are when—
  - 14.270.1.1 all trading has been halted or suspended in some or all of the underlying securities;
  - 14.270.1.2 the current calculation of the index derived from the current market prices of the securities is not available; or
  - 14.270.1.3 other unusual conditions or circumstances detrimental to the maintenance of a fair and orderly market are present.
- 14.270.2 Trading in index options of a class or series that has been the subject of a halt or suspension by the Committee may resume if the Committee determines that the conditions which led to the halt or suspension are no longer present or that the interest of a fair and orderly market are best served by a resumption of trading.
- 14.280 14.280.1 Bids and offers for index options shall be expressed in terms of cents for the index.
- 14.280.2 Minimum amounts of changes to premium bids and offers and other contract specifications for index options shall be set by the Committee from time to time.

**Disclaimers**

- 14.290 Notwithstanding anything to the contrary contained in those Rules, directives or decisions of the Committee, neither the JSE nor the Actuarial Society of South Africa shall be responsible or liable to any person for the accuracy, integrity or value of the JSE indices or any data included therein in connection with the trading of index options, or for any other use.
- 14.300 The JSE shall not be responsible or liable to any person for any damages, claims, losses or expenses caused by any errors, omissions or delays in calculating or disseminating the index value or in the dissemination of prices resulting from an act, condition or cause beyond the control of the JSE, including, but not limited to, an act of God, fire, flood, extraordinary weather conditions, war, insurrection, riot, strike, accident, action of government, communications or power failure, equipment or software malfunction, any error, omission or delay in the reporting of transactions in one or more underlying securities, or any error, omission or delay in the reporting of any index value of the JSE.

**Brokerage, fees and other charges**

- 14.310 14.310.1 For TOM transactions brokerage, fees and other charges shall be levied as follows:
- 14.310.1.1 A basic charge equal to the charges of TOCH as determined by the Committee from time to time; plus
- 14.310.1.2 brokerage calculated as follows:
- | <i>Option premium</i>               | <i>Brokerage</i>                       |
|-------------------------------------|--|
| Up to R10 000.....                  | 3%                                     |
| Over R10 000 and up to R25 000..... | R300 plus 2% on excess over R10 000.   |
| Over R25 000 and up to R50 000..... | R600 plus 1,5% on excess over R25 000. |
| Over R50 000 .....                  | R975 plus 1% on excess over R50 000.   |
- The above rates shall be subject to a minimum charge of R20 for any transaction or such other amount as the Committee may from time to time determine.
- 14.310.1.3 The above charges shall be limited in respect of both the basic charge and the applicable brokerage rate to each of the following categories:
- 14.310.1.3.1 Where all orders or portions of orders to buy the same series of an option for the same principal which are executed during any one day through the same broking firm; or
- 14.310.1.3.2 where all orders or portions of orders to sell the same series of an option for the same principal which are executed during any one day through the same broking firm.
- 14.310.2 Rule 6.20.10 (rounding a fraction of a cent) shall apply to all agency transactions in options.
- 14.310.13 No brokerage or basic charge in terms of 14.310.1 shall be charged for the exercise of a scrip-settled option.
- 14.310.4 Any fees and charges incurred as a result of lodging margin shall be paid by the client.
- 14.310.5 The holder of a cash-settled option who exercises the option or where such option is automatically exercised, shall incur the same charges as the buyer or seller of an option. In calculating these charges, the premium shall be taken as the closing price for the series of option on the exercise settlement date. The assigned writer shall not incur any charges.

**Restriction or suspension of trading of a TOCH participant**

- 14.320 14.320.1 A TOCH participant or client which is unable to meet its obligations when due or is insolvent shall immediately notify TOCH by telephone and confirm such notification immediately by telefax or telegram or cause such notification and confirmation to be made on its or his behalf.

- 14.320.2** The Committee may summarily restrict or suspend the trading of a TOCH participant which is in default of delivery of funds or margin to TOCH, or is in such financial or operating difficulty that the Committee, in its sole discretion, believes that restriction or suspension is necessary for the protection of TOCH, the JSE, other TOCH participants and investors.
- 14.320.3** Upon the restriction or suspension of trading of a TOCH participant, TOCH shall immediately notify all other TOCH participants accordingly. Such notice shall state, in general terms, how pending transactions, open positions, exercised contracts and other matters shall be dealt with.”.

**2. Insert the following note at the beginning of Section 2:**

**“Specific rules relating to traded option transactions are found in Section 14 of these Rules and reference should be made to that section for specific requirements relating to such options.”.**

**3. Proposed new rule 1.40.2.18:**

**Powers of Committee**

- “1.40.2.18** to operate a traded options market and a clearing and settlement system for traded option transactions; to determine the underlying securities and indices for options; to set premium and margin requirements; to promulgate requirements for the regulation of such market and the protection of the JSE; and to do all other things necessary for the operation of such a market;”

**4. Delete existing rule 1.80 and substitute the following.**

**JSE not responsible for any losses**

- “1.80** The JSE shall not be responsible or liable to any person for (or in respect of) direct, indirect or consequential liability, loss or damage of any kind or nature, howsoever arising, incurred as a result of or which may be attributable to –
- 1.80.1 negligence on the part of the JSE or on the part of any employee or agent of the JSE;
- 1.80.2 incorrect, inaccurate, defective or misleading information furnished or supplied by the JSE or by any employee or agent of the JSE;
- 1.80.3 equipment breakdown or the breakdown, interruption, suspension, termination or failure of any system or service owned or operated by the JSE;
- 1.80.4 computer system malfunction, the interruption or failure of communications links, power failure, the failure of any software or hardware, the loss or destruction of any data and any loss or damage caused by natural disaster, riot, insurrection, acts of vandalism, sabotage or similar cause.”.

**5. Delete the existing preamble to rule 2.40 and substitute the following:**

**Definitions**

- 2.40** “options” – the following terms [mean, in relation] relate only to traditional option transactions including gilt options and do not relate to traded option transactions which are governed in terms of Section 14 of these rules and mean – ”.

**6. Proposed new rule 5.61:**

**Disputes**

- “5.61** Notwithstanding the provisions of 5.60, the Committee shall have the power to prescribe specific procedures for dealing with disputes between members, broking firms and other persons which relate to traded option transactions ”.

**7. Proposed new rule 8.60.8:**

**Default provisions – Traded option transactions**

- “8.60.8** Open option positions shall be dealt with as follows:

- 8.60.8.1 TOCH shall administer open positions of the defaulter immediately upon receiving notice of default.

- 8.60.8.2 Open positions registered with TOCH by the defaulting broker on behalf of clients may be transferred to such other broking firm or firms as TOCH may designate after consultation with the client. Client margin records shall be transferred to the successor broking firm on behalf of the client. If no broking firm will accept such transfer timeously, TOCH shall have the power to close these positions.
- 8.60.8.3 Open positions held in the defaulting broker's own account shall be promptly closed by TOCH.”.

8. Proposed new rule 10.10.6:

10.10 **Power to list options**

- “10.10.6 subject to the provisions of the Act, to grant listings for series of options based on listed underlying securities.”.

9. Proposed new rule 10.20.5:

10.20 **Listing fees**

- “10.20.5 The provisions of this rule shall not apply to the listing of traded options.”.

10. Proposed new rule 10.40.4.3:

**Application for a listing**

- 10.40.4 The provisions of this rule shall not apply to—  
“10.40.4.3 traded options.”.

11. Delete the existing definition of “Clearing House” as contained in rule 11.20 and substitute the following definition:

“11.20 “The Clearing House” means the settlement system through the medium of which all transactions in Clearing House securities other than gilts and traded options are settled . . .”.

12. Proposed new rule 11.40:

**Traded Options Clearing House**

- “11.40 The ‘Traded Options Clearing House’ (“TOCH”) means the settlement system through which all traded options transactions shall be settled.

- 11.40.1 Settlement shall occur on the business day immediately following the trade or assignment of an option exercise. Settlement of traded option transactions shall be on net balances due.
- 11.40.2 Payment shall be of net cash to or by TOCH or of scrip balances delivered to or received from TOCH or its agent.
- 11.40.3 TOCH shall have the power to allocate assignments of exercised options to clients of broking firms and TOCH participants who are option writers irrespective of whether these persons were parties to the original transactions with the option holder.”.

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