



THOMSON REUTERS

Thomson Reuters (SEF) LLC  
909 3rd Avenue, 10th Floor  
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October 30, 2013

**VIA EMAIL**

Ms. Melissa Jurgens  
Assistant Secretary  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21<sup>st</sup> Street, NW  
Washington, DC 20581  
Via email: [submissions@cftc.gov](mailto:submissions@cftc.gov)

Re: Submission 13-04: Thomson Reuters (SEF) LLC – Amendments to Rulebook

Dear Ms. Jurgens:

Pursuant to Commodity Futures Trading Commission (the “Commission”) Regulation 40.6(a), Thomson Reuters (SEF) LLC (“TR SEF”) hereby self-certifies the amendments to its Rulebook identified in Exhibit A. The Rulebook has been amended in response to comments and questions received from market participants. The amended Rulebook will become effective on November 13, 2013.

A concise explanation and analysis of the amendments to the Rulebook and their compliance with applicable provisions of the Commodity Exchange Act (the “CEA”) is attached hereto as Exhibit A, and the amendments showing changes against the version submitted to the Commission in Submission 13-03 on October 16, 2013, is attached hereto as Exhibit B.

TR SEF hereby certifies that: (i) the amended Rulebook complies with the CEA and the Commission’s regulations thereunder, and (ii) a notice and copy of this submission is being concurrently posted on TR SEF’s website. No substantive opposing views were expressed with respect to the amendments to the Rulebook.

Please contact Wayne Pestone or Peter Y. Malyshev using the information below if you have any questions regarding this application.

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Sincerely,



Wayne Pestone  
Chief Compliance Officer

cc: Nancy Markowitz, Deputy Director, Division of Market Oversight, Exchange and Data  
Repository Branch  
(Commodity Futures Trading Commission)

Peter Y. Malyshev  
Jonathan T. Ammons  
(Latham & Watkins LLP)

**EXHIBIT A**  
**Explanation and Analysis**

**Summary:** The Rulebook has been amended in response to comments and questions received from market participants. The amendments showing changes against the version submitted to the Commission in Submission 13-03 on October 16, 2013, is attached hereto as Exhibit B.

Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Rulebook.

<b>Amendment</b>	<b>Explanation</b>
<u>Rule 101</u>  1. Amended definition of “SEF Confirmation” to refer to new definition in Rule 404(a). 2. Added definitions for “Terms Incorporated by Reference” and “Trade Communication,” each as defined in Rule 404(a).	Core Principle 2  1. Clarification. 2. Clarification.
<u>Rule 404</u>  1. Revised language relating to SEF Confirmations to ensure that SEF Confirmations for uncleared swaps incorporate by reference the terms of any existing documents and agreements (such as ISDA master agreements) existing between the parties to a transaction. 2. Removed language from existing rule that is now included in new Rule 404(a)	Core Principle 2  1. Revised to address concerns of participants regarding the terms included in confirmations produced by SEFs. 2. Clarification.

**EXHIBIT B**  
**Rulebook Amendments**

**Rule 101      Definitions**

~~“SEF Confirmation” means an electronic confirmation generated by the SEF with respect to each Transaction between any Participants~~ has the meanings attributed to such term in Rule 404(a).

“Terms Incorporated by Reference” has the meaning attributed to such term in Rule 404(a).

“Trade Communication” has the meaning attributed to such term in Rule 404(a).

**Rule 404      Transaction Confirmations**

~~(a) SEF Confirmations. Transactions on the Platform shall be confirmed as follows:~~

(a) The economic terms specific to the Transaction agreed to by the Participants on the SEF shall be reflected by the SEF in a written communication (the “Trade Communication”) sent to the applicable Participants.

(1) For an uncleared Transaction:

- i. The Trade Communication, together with the documents and agreements (including, without limitation, ISDA master agreements, other master agreements, terms supplements, master confirmation agreements, and incorporated industry definitions) governing such Transaction existing at the time of such commitment to which the applicable Participants are party (the “Terms Incorporated by Reference”) shall, taken together, comprise all of the terms of such Transaction and constitute a confirmation for purposes of CFTC Regulation § 37.6(b) and shall be deemed to be the “SEF Confirmation”.
- ii. In satisfaction of the obligations imposed on the SEF under CFTC Regulation § 37.6(b): (i) each Trade Communication is deemed to incorporate the Terms Incorporated by Reference set forth in this Rule 404, and (ii) the participants hereby agree that the provisions of Rule 404(c) shall govern any conflicting terms.
- iii. In the event of any conflict between (x) the Trade Communication and (y) the Terms Incorporated by Reference, the Trade Communication shall prevail to the extent of any inconsistency.

(2) For a cleared Transaction, the Trade Communication shall constitute a confirmation for purposes of CFTC Regulation § 37.6(b) and shall be deemed to be the “SEF Confirmation”.

(b) ~~(1)~~ A SEF Confirmation shall be deemed to be a binding and fully enforceable confirmation of the Transaction between such parties.

(c) ~~(2)~~ A SEF Confirmation shall qualify as a “Confirmation” as defined in CFTC Regulation § 23.500, or any successor regulation thereto, and as required by CFTC Regulation § 23.501, or any successor regulation thereto. A SEF Confirmation shall be deemed to be fully, and mutually executed by the parties, “signed” and “in writing” for any and all purposes, and the resulting SEF Confirmation shall constitute the controlling confirmation with respect to the applicable Transaction.

(d) ~~(3)~~ Participant agrees not to contest the legally binding nature or enforceability of any Transaction entered into or negotiated on the Platform and further agrees not to contest or assert any defense to the validity or enforceability of any Transaction on the basis that such Transaction was executed or negotiated electronically or on the basis of any law requiring agreements to be in writing or to be signed by the parties. Participant hereby waives any and all right to assert any such claims.

~~(4) In the event the Participant and its Counterparty both receive a SEF Confirmation from the SEF with respect to a Transaction governed by the master confirmation and another form of written confirmation with respect to the same Transaction, the SEF Confirmation shall govern and be controlling with respect to such Transaction.~~

(e) ~~(5)~~ Participant agrees to use commercially reasonable efforts to promptly review all SEF Confirmations and to reconcile any data or other discrepancies. Any discrepancies, errors or omission with respect to SEF Confirmations shall be resolved as provided in the SEF Rules.

~~(b) Confirmation of Transactions Executed Off of the Platform:~~

~~(1) For any Transactions not executed on the Platform but executed pursuant to the SEF Rules, the Participant parties must confirm the Transaction in accordance with CFTC Regulation § 23.501, or any successor regulation thereto.~~