

GTX SEF LLC RULEBOOK

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CHAPTER 1. DEFINITIONS

When used in the GTX SEF Rules the following terms shall have the respective meanings as follows:

“Account” means a Person (including a Prime Broker) that (i) granted in Writing (standalone or as part of a broader instrument) to an Account Manager investment or trading authority to send RFQs, place Orders and execute Trades on GTX SEF on behalf and in the name of such Person; and (ii) is a Counterparty to a Trade. The definition of “Account” shall not include any investor, shareholder or any other Person with beneficial ownership in the Account.

“Account Manager” means a Person that acts as an agent and attorney-in-fact to buy or sell Swaps via GTX SEF in the name and on behalf of another Person. An Account Manager may also be a Participant.

“Act” or **“CEA”** means the Commodity Exchange Act, as amended from time to time.

“Affected Person” means a GTX SEF applicant whose admission application is declined or is conditioned or a Person whose status as a Participant is denied or conditioned as set forth in Rule 304(d).

“Affiliate” means, with respect to any Person, any Person who, directly or indirectly, Controls, is Controlled by, or is under common Control with, such other Person.

“Appeals Panel” means a panel appointed by the Chief Compliance Officer pursuant to Rule 620.

“Applicable Law” means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental body or Self-Regulatory Organization applicable to such Person, including the CEA and CFTC Regulations.

“Authorized Representative” means any Person who is authorized by a Participant to represent the Participant in SEF matters pursuant to Rule 308.

“Authorized Trader” means any natural person who (i) has Trading Access to GTX SEF using a Participant ID and (ii) is assigned a valid Trader ID.

“Block Trade” means a single Swap with a size that is at least as large as the Minimum Block Size and that is executed pursuant to Rule 531.

“Board” means the Board of Directors of GTX SEF constituted from time to time in accordance with the Operating Agreement.

“Bunched Orders” means a single Order placed by an Account Manager for two or more of its Accounts on GTX SEF pursuant to Rule 528.

“Business Day” means a day on which GTX SEF is open for trading.

“CEO” means the individual appointed by the Board as GTX SEF’s chief executive officer in accordance with the Operating Agreement, with the duties and responsibilities as may be prescribed by the Board from time to time as set forth in Rule 208.

“CFTC” means the Commodity Futures Trading Commission or any successor regulatory body.

“CFTC Regulations” means the rules and regulations promulgated by the CFTC, as amended.

“Chief Compliance Officer” means the individual appointed by the Board as GTX SEF’s chief compliance officer in accordance with the Operating Agreement, with the duties and responsibilities as may be prescribed by the Board from time to time as set forth in Rules 208 and 209.

“Claim” has the meaning set forth in Rule 902.

“CLOB” means an Order Book that will match Orders pursuant to pre-determined, non-discretionary methods.

“Commodity Interest” has the meaning ascribed to it by CFTC Regulation 1.59.

“Compliance Department” means all SEF Officials and/or agents of GTX SEF (including the Regulatory Services Provider) that assist GTX SEF with the implementation, surveillance and enforcement of the GTX SEF Rules and other Obligations.

“Confirmation” has the meaning set forth in Rule 523(a).

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by Swap, or otherwise. The terms “controlling” or “controlled” shall have meanings correlative to the foregoing.

“Counterparty” means a market participant whose Legal Entity Identifier is reported by GTX SEF to DDR as a counterparty to a Trade.

“Credit Limit” has the meaning set forth in Rule 526.

“CTI” has the meaning set forth in Rule 524.B.

“Customer” means any Person who uses a Participant as agent to trade in any Swap on GTX SEF. The term “Customer” shall not include a Prime Broker.

“Customer Account” means an account carried by a Participant on behalf of a Customer.

“DCM” means a designated contract market as set forth in section 7 of the CEA.

“DDR” means DTCC Data Repository.

“Derivatives Clearing Organization” has the meaning attributed to such term by Section 1a(9) of the CEA.

“Director” means a member of the Board.

“Disciplinary Panel” means the panel appointed pursuant to Rule 613 to conduct hearings in connection with disciplinary proceedings (other than summary impositions of fines pursuant to Rule 601(b)), to make findings, render decisions, and impose sanctions pursuant to Chapter 6 of the Rules. The Disciplinary Panel must meet the composition requirements set forth in Part 40 of the CFTC Regulations and the composition requirements set forth in Rule 613(b).

“Dispute” has the meaning set forth in Rule 701.

“ECP” means an eligible contract participant as defined in Section 1a(18) of the CEA.

“Eligibility Criteria” means the criteria set forth in Rule 302(a).

“Emergency” means any occurrence or circumstance that, in the opinion of the Board, or a Person or Persons duly authorized to issue such an opinion on behalf of the Board under circumstances and pursuant to procedures that are specified, requires immediate action and threatens, or may threaten, such things as the fair and orderly trading in, or the liquidation of or delivery pursuant to, any agreements, contracts, swaps or transactions or the timely collection and payment of funds in connection with clearing and settlement by a derivatives clearing organization, including: (a) any manipulative or attempted manipulative activity; (b) any actual, attempted or threatened corner, squeeze, congestion or undue concentration of positions; (c) any circumstances which may materially affect the performance of agreements, contracts, swaps or transactions, including failure of the payment system or the bankruptcy or insolvency of any participant; (d) any action taken by any governmental body, or any other registered entity, board of trade, market or facility which may have a direct impact on trading or clearing and settlement; (e) at the request of the CFTC; and (f) any other circumstance which may have a severe, adverse effect upon the functioning of GTX SEF.

“Emergency Rules” has the meaning set forth in Rule 212(a).

“Financial Entity” has the meaning set forth in CEA Section 2(h)(7)(C).

“Futures Commission Merchant” or **“FCM”** has the meaning set forth in Section 1a(28) of the CEA.

“Governmental Body” means (a) any U.S. or non-U.S. federal, national, state or local court or (b) any U.S. or non-U.S. federal, national, state or local entity that is (i) a governmental authority, (ii) a regulatory body or (iii) a Self-Regulatory Organization.

“GTX SEF” means GTX SEF, LLC, a Delaware limited liability company.

“Interested Person” has the meaning attributed to such term in Rule 210(a).

“Introducing Broker” has the meaning set forth in CFTC Regulation 1.3(mm).

“ISV” means an independent software vendor.

“Legal Entity Identifier” has the meaning set forth in Part 45 of the CFTC Regulations.

“Local Law” has the meaning attributed to such terms in Rule 810(a)

“Major Swap Participant” has the meaning set forth in Section 1a(33) of the CEA.

“Minimum Block Size” means the minimum size of a particular Swap that may be treated as a Block Trade pursuant to Rule 531, which is at least as large as the “appropriate minimum block size” for that Swap under CFTC Regulation 43.6.

“NFA” means the National Futures Association.

“No-Bust Range” shall have the meaning set forth in Rule 535(c).

“Non-Cleared Swap” means a Swap that is not (1) subject to the mandatory clearing requirement of Section 2(h)(1)(A) of the CEA or (2) intended to be submitted to a Derivatives Clearing Organization for clearing contemporaneously with execution.

“Non-Cleared Swap Agreement” means an underlying previously-negotiated freestanding agreement that governs the performance and settlement of a Non-Cleared Swap and applicable credit support and default provisions, including, without limitation, ISDA master agreements, other master agreements, terms supplements, master confirmation agreements, and incorporated industry definitions.

“Notice of Charges” means a notice sent by the Compliance Department pursuant to Rule 607.

“Notice to Participants” means a communication sent by or on behalf of GTX SEF to all Participants as described in Rule 309.

“Obligation” means each GTX SEF Rule, order or procedure issued by GTX SEF, including Notice to Participants, and other requirement implemented by GTX SEF under the GTX SEF Rules.

“Officer” has the meaning attributed to such term in Rule 208.

“Operating Agreement” means the operating agreement of GTX SEF.

“Order” means (i) a response to a Request For Quote, (ii) a response to a Resting Quote, (iii) the display of a quote on the CLOB or (iv) a firm offer to enter into a Swap.

“Order Book” means the trading system or platform operated by GTX SEF in which all Participants have the ability to enter multiple bids and offers, observe or receive bids and offers entered by other Participants, and transact on such bids and offers.

“Participant” means any Person that has been granted, and continues to have, Trading Privileges under the GTX SEF Rules and has signed the Participant Documentation. A Prime Broker cannot be a Participant. An ISV cannot be a Participant.

“Participant Documentation” means the agreements (together with any applicable schedules, exhibits or appendices thereto required by GTX SEF) in form and substance acceptable to GTX SEF, that are required to be executed and delivered to GTX SEF before a Person may access GTX SEF as a Participant.

“Participant ID” means a unique identifier assigned to a Participant by GTX SEF for participation on GTX SEF.

“Person” means a natural person or an entity.

“Pre-Arranged Transaction” means a transaction that was not executed on GTX SEF.

“Prime Broker” means a Person that acts as a credit counterparty pursuant to the terms of a SEF Prime Broker Agreement for transactions executed on GTX SEF in the name and on behalf of such Person by its client or an agent of its client that is a GTX SEF Participant and that has authorized a Participant to send RFQs, place Orders or enter into Trades in the name and on behalf of such Person.

“Prime Broker Trade” means (a) a Trade in a Non-Cleared Swap where one Counterparty is a Prime Broker and the other is a Participant with which the Prime Broker has a Non-Cleared Swap Agreement and (b) where the Prime Broker has no knowledge of such trade until after the trade’s execution.

“Proprietary Account” has the meaning ascribed to it by CFTC Regulation 1.3(y).

“Qualified Account Manager” means any Person with more than \$25,000,000 in total assets under management that is either: (a) a commodity trading advisor registered pursuant to Section 4n of the Act, or exempt from registration under the Act, or a principal thereof, who has discretionary trading authority or directs Accounts; (b) an investment adviser who has discretionary trading authority or directs Accounts and satisfies the criteria of §

4.7(a)(2)(v) of the CFTC Regulations; or (c) a foreign person who performs a similar role or function as the persons described in paragraphs (h)(6)(i)(A) or (h)(6)(i)(B) of CFTC Regulation 43.6 and is subject as such to foreign regulation.

“Recipient Participant” shall have the meaning set forth in Rule 522(c)(i).

“Regulatory Oversight Committee” means the committee of the Board constituted in accordance with Rule 204.

“Regulatory Services Agreement” means the agreement, if any, between GTX SEF and the Regulatory Services Provider whereby the Regulatory Services Provider provides market surveillance and trade practice surveillance functions as well as other compliance related services to GTX SEF.

“Regulatory Services Provider” means the organization, if any, which provides regulatory services to GTX SEF pursuant to a Regulatory Services Agreement.

“Related Commodity Interest” has the meaning ascribed to it by CFTC Regulation 1.59.

“Reporting Counterparty” has the meaning set forth in Part 45 of the CFTC Regulations.

“Request for Quote” or **“RFQ”** means an electronic message disseminated on GTX SEF for the purposes of soliciting a single bid or offer, or a stream of bids or offers, for Swaps.

“Resting Quote” means any firm or indicative bid or offer displayed on the Order Book.

“Rules” means, with respect to any Person, the rules of such Person and the interpretations, resolutions, orders, directives and procedures of the Person thereunder as in effect from time to time, and if no other Person is specified, means the Rules of GTX SEF and the interpretations, resolutions, orders and directives and procedures of GTX SEF thereunder as in effect from time to time.

“SDR” means a swap data repository, as defined in Section 1a(48) of the CEA.

“SEC” means the U.S. Securities and Exchange Commission.

“SEF” means a swap execution facility as defined in Section 1a(50) of the CEA.

“SEF Action” and **“SEF Actions”** have the meanings attributed to such terms in Rule 210(a).

“SEF Data” has meaning set forth in Rule 803(a).

“SEF Activity” means business for which a market participant is subject to the GTX SEF Rules, which is purportedly conducted subject to the GTX SEF Rules, or which should have been conducted subject to the GTX SEF Rules, including Block Trades.

“SEF Official” means any Director or Officer of, or individual employed directly by, GTX SEF, the Regulatory Services Provider or any individual rendering similar services to GTX SEF under an administrative or similar agreement.

“SEF Prime Broker Agreement” means the GTX SEF Prime Broker Agreement between GTX SEF and a Prime Broker, pursuant to which the Prime Broker will be financially responsible for a Prime Broker Trade executed on GTX SEF, subject to a Credit Limit and in accordance with Rule 536.

“SEF Proceeding” has the meaning attributed to such term in Rule 210(a).

“Self-Regulatory Organization” or “SRO” shall, unless otherwise provided, have the meaning attributed to such term in CFTC Regulation 1.3(ee) and, in addition, shall include a Derivatives Clearing Organization, and a registered futures association. GTX SEF is a Self-Regulatory Organization.

“Supervised Persons” means any directors, officers, employees or agents of any Participant.

“Swap” means any agreement, contract or transaction that is a swap as defined in Section 1a(47) of the CEA and as further defined by the CFTC, which is traded on GTX SEF or subject to the GTX SEF Rules.

“Swap Dealer” has the meaning set forth in Section 1a(49) of the CEA.

“Swap Specification” means, with respect to any Swap, the Rules or other trading protocols containing specifications for such Swap, as adopted, amended, supplemented or otherwise modified from time to time by GTX SEF.

“Terms Incorporated by Reference” shall mean the Non-Cleared Swap Agreements governing such Trade and existing at the time of the Trade.

“Trade” means any purchase or sale of any Swap made on GTX SEF or subject to GTX SEF Rules.

“Trade Communication” shall mean a Written communication provided by GTX SEF to each Participant involved in a Trade containing the economic terms of the Trade agreed to by the Participants on GTX SEF.

“Trader ID” means a unique identifier issued to each Authorized Trader which enables GTX SEF to identify the individual entering RFQs or Orders into GTX SEF.

“Trading Access” means the right to use the Trading Privileges of a Participant.

“Trading Account” means, with respect to each Participant, Account or Customer, each account established and maintained by such Participant at GTX SEF through which the Participant’s Authorized Traders will trade Swaps and through which GTX SEF will

monitor the open Swap positions and closed Swap positions of such Participants, Account or Customers.

“Trading Hours” means, for any Business Day, the hours as may be published by GTX SEF in a Notice to Participants from time to time.

“Trading Privileges” means the right to send RFQs, place Orders and/or execute Swaps on GTX SEF or subject to the GTX SEF Rules. No Person may exercise Trading Privileges on behalf of a Participant during any suspension of such Participant’s Trading Privileges.

“Unique Swap Identifier” or **“USI”** means a unique identifier assigned by GTX SEF to a Trade in accordance with CFTC Regulation 45.5.

“Written” or **“Writing”** means printing, lithography, photography, and other modes of representing or reproducing words or data in a visible form, including electronic transmissions.

* * * * *

The following rules of construction shall apply to the GTX SEF Rules:

- (i) the headings in the GTX SEF Rules are for convenience only and do not affect the construction of the GTX SEF Rules;
- (ii) all references to time in the GTX SEF Rules are to local time in New York, New York, except where expressly provided otherwise;
- (iii) in the GTX SEF Rules, words denoting a singular number include the plural number where the context permits and vice versa;
- (iv) where the context permits or requires, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (v) forms of the word “include” mean that the inclusion is not limited to the items listed;
- (vi) “or” is disjunctive but not exclusive;
- (vii) references in the GTX SEF Rules to statutory provisions include those provisions as amended, and any rules or regulations promulgated thereunder.

CHAPTER 2.

SEF GOVERNANCE

RULE 201. Board

- (a) The Board shall manage the day-to-day business operations of GTX SEF in

accordance with the Operating Agreement and Applicable Law. The Board has the power and authority to call for review, and to affirm, modify, suspend or overrule, any and all decisions and actions of standing committees or special committees of the Board or any panel of the Officers related to the day to day business operations of GTX SEF.

(b) Pursuant to Section 3.1(b) of the Operating Agreement, the Board must consist of at least three (3) Directors at all times. The Board may act only by the decision of an absolute majority in number of the Directors at any duly constituted meeting, if a quorum is present, by vote at such meeting, by unanimous Written consent without a meeting, or as otherwise set forth in the Operating Agreement.

(c) Each Director is entitled to indemnification pursuant to the Operating Agreement with respect to matters relating to GTX SEF.

(d) Each Director shall satisfy all fitness standards and otherwise meet all the requirements to serving as a director of a SEF.

(e) The Board shall have procedures, as may be further set forth in policies that GTX SEF may adopt, to remove a member from the Board where the conduct of such member is likely to be prejudicial to the sound and prudent management of GTX SEF.

RULE 202. [Reserved]

RULE 203. [Reserved]

RULE 204. Regulatory Oversight Committee

(a) The Regulatory Oversight Committee of the Board shall consist of one (1) Director appointed from time to time by the Board.

(b) Each member of the Regulatory Oversight Committee shall serve for a term of two calendar years from the date of their appointment or for the remainder of their term as a Director, and until the due appointment of his or her successor, or until his or her earlier resignation or removal, with or without cause, as a member of the Regulatory Oversight Committee or as a Director. A member of the Regulatory Oversight Committee may serve for multiple terms.

(c) The Regulatory Oversight Committee shall oversee GTX SEF's regulatory program on behalf of the Board. The Board shall delegate sufficient authority, dedicate sufficient resources, and allow sufficient time for the Regulatory Oversight Committee to fulfill its mandate. It shall make such recommendations to the Board as will, in its judgment, best promote the interests of GTX SEF. The Regulatory Oversight Committee shall also have such other powers and perform such other duties as set forth in the GTX SEF Rules and as the Board may delegate to it from time to time.

(d) Without limiting the generality of the foregoing, the Regulatory Oversight

Committee shall have authority to:

- (1) Monitor the regulatory program of GTX SEF for sufficiency, effectiveness, and independence;
- (2) Oversee all facets of the regulatory program, including:
 - i. Trade practice and market surveillance; audits, examinations, and other regulatory responsibilities with respect to market participants, Participants, Customers, Account Managers, Authorized Traders, Supervised Persons and Accounts (including compliance with, if applicable, financial integrity, financial reporting, sales practice, recordkeeping, and other requirements); and the conduct of investigations and imposition of sanctions;
 - ii. Reviewing the size and allocation of the regulatory budget and resources, and the number, hiring, termination, and compensation of regulatory personnel;
 - iii. Recommending changes that would ensure fair, vigorous, and effective regulation; and
 - iv. Reviewing all regulatory proposals prior to implementation and advising the Board as to whether and how such changes may impact GTX SEF's discharge of its regulatory responsibilities.
- (e) The Regulatory Oversight Committee reports to the Board.

RULE 205. Additional Committees and Panels

- (a) The Board may create such additional standing committees of the Board as it may from time to time deem necessary or advisable.
- (b) In addition to the standing committees, the Board may from time to time constitute and appoint, by rule or resolution, special committees of the Board and designate their composition, responsibilities and powers.
- (c) GTX SEF may create additional committees of GTX SEF, or panels, for such purposes as may from time to time be necessary or advisable. Members of each such committee may be members of the Board, Supervised Persons or such other individuals as may be qualified to serve on such committee.

RULE 206. Power of the Board to Review Decisions

The Board has the power and authority to call for review, and to affirm, modify, ratify, suspend or overrule, any and all decisions and actions of standing committees or special committees of the Board related to the day to day business operations of GTX SEF.

RULE 207. Eligibility

(a) A Director must meet the qualifications set forth from time to time in the Operating Agreement.

(b) An individual may not serve as a Director or serve on a committee established by the Board or a Disciplinary Panel or an Appeals Panel if the individual:

- (i) within the prior three (3) years has been found, by a final decision in any action or proceeding brought in a court of competent jurisdiction, the CFTC or any Self-Regulatory Organization, to have committed a disciplinary offense;
- (ii) within the prior three (3) years has entered into a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged, included a disciplinary offense;
- (iii) has been suspended or expelled from membership in a Self-Regulatory Organization, is serving any sentence or probation, or owes any portion of a fine or penalty related to either;
 - 1. a finding of a disciplinary offense by a final decision in any action or proceeding brought in a court of competent jurisdiction, the CFTC, or any Self-Regulatory Organization; or
 - 2. a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged included a disciplinary offense;
- (iv) is currently subject to an agreement with the CFTC or Self-Regulatory Organization not to apply for registration with the CFTC or for membership in the Self-Regulatory Organization;
- (v) is currently, or within the past three (3) years has been, subject to a revocation or suspension of registration by the CFTC;
- (vi) has been convicted of a felony listed in Section 8a(2)(D)(ii) through (iv) of the CEA; or
- (vii) is currently subject to a denial, suspension or disqualification from serving on a disciplinary committee, arbitration panel or appeals panel governing board of any Self-Regulatory Organization.

(c) Any Director, member of a committee established by the Board or any member of a Disciplinary Panel, an Appeals Panel, any individual nominated to serve in any such role, or any individual authorized by the Regulatory Oversight Committee to take summary action shall immediately notify the CEO if such individual meets one or more of the criteria in Rule 207(b).

(d) For purposes of this Rule, the terms “disciplinary offense,” “final decision,” and “settlement agreement” have the meanings set forth in CFTC Regulation 1.63(a).

RULE 208. Officers

The Board shall appoint a CEO, a Chief Compliance Officer, one or more vice presidents, a secretary, a treasurer, and such other officers of GTX SEF (all of the foregoing,

collectively, the “**Officers**”) as it may deem necessary or appropriate from time to time, in accordance with the Operating Agreement. The Officers shall have such powers and duties in the management of GTX SEF as the Board may prescribe from time to time in accordance with the Operating Agreement. Each Officer is entitled to indemnification pursuant to the Operating Agreement with respect to matters relating to GTX SEF.

RULE 209. Chief Compliance Officer

(a) The Board shall appoint and approve the Chief Compliance Officer. The Board shall approve the compensation of the Chief Compliance Officer. The vote of the majority of the Board is required to remove the Chief Compliance Officer. GTX SEF shall notify the CFTC of the appointment or removal of the Chief Compliance Officer within two Business Days of such appointment. The Chief Compliance Officer shall report directly to the Board.

(b) The individual designated to serve as Chief Compliance Officer shall have the background and skills appropriate for fulfilling the responsibilities of the position. No individual disqualified from registration pursuant to Sections 8a(2) or 8a(3) of the CEA may serve as a Chief Compliance Officer. The Chief Compliance Officer may not be a member of GTX SEF’s legal department and may not serve as its general counsel.

(c) The Board shall meet with the Chief Compliance Officer at least annually. The Chief Compliance Officer shall also meet with the Regulatory Oversight Committee at least quarterly. Each such meeting may occur in person or by means of telephone conference. The Chief Compliance Officer shall provide any information regarding the regulatory program of GTX SEF that is requested by the Board or the Regulatory Oversight Committee.

(d) The position of Chief Compliance Officer shall carry with it the authority and resources to develop and enforce policies and procedures necessary to fulfill the duties set forth for chief compliance officers in CFTC Regulations. The Chief Compliance Officer shall have supervisory authority over all staff acting in furtherance of the Chief Compliance Officer’s obligations.

(e) The Chief Compliance Officer’s duties shall include, but are not limited to, the following:

(i) Overseeing and reviewing the compliance of GTX SEF with Section 5h of the Act and applicable CFTC Regulations;

(ii) In consultation with the Board or the senior officer of GTX SEF, resolving any conflicts of interest that may arise, including: (1) conflicts between business considerations and compliance requirements; (2) conflicts between business considerations and the requirement that GTX SEF provide fair, open, and impartial access as set forth in CFTC Regulation 37.202; and (3) conflicts between GTX SEF’s management and members of the Board;

(iii) Establishing and administering Written policies and procedures reasonably designed to prevent violation of the Act and Rules adopted by the CFTC;

(iv) Taking reasonable steps to ensure compliance with the Act and CFTC Regulations relating to agreements, contracts, or transactions, and with CFTC Regulations under Section 5h of the CEA;

(v) Establishing procedures for the remediation of noncompliance issues identified by the Chief Compliance Officer through a compliance office review, look-back, internal or external audit finding, self-reported error, or validated complaint;

(vi) Establishing and following appropriate procedures for the handling, management response, remediation, retesting, and closing of noncompliance issues;

(vii) Establishing and administering a compliance manual designed to promote compliance with the Applicable Law Rules, and regulations and administering a Written code of ethics designed to prevent ethical violations and to promote honesty and ethical conduct;

(viii) Supervising GTX SEF's compliance program with respect to trade practice surveillance; market surveillance; real-time market monitoring; compliance with audit trail requirements; enforcement, disciplinary, and appeals proceedings; audits and examinations conducted by the Regulatory Services Provider, and other regulatory responsibilities with respect to market participants, Participants, Customers, Account Managers, Authorized Traders, Supervised Persons and Accounts (including ensuring compliance with, if applicable, financial integrity, financial reporting, sales practice, recordkeeping, and other requirements);

(ix) Supervising the effectiveness and sufficiency of any regulatory services provided to GTX SEF by the Regulatory Services Provider; and

(x) Preparing and filing the annual compliance report of GTX SEF.

RULE 210. Conflicts of Interest

(a) A Director, Officer, panel member or other Person (a "**Relevant Person**") authorized to exercise GTX SEF's authority concerning any inquiry, investigation or any disciplinary or appeals proceeding, summary suspension, or other summary actions (any such action, a "**SEF Action**" and, collectively, "**SEF Actions**"), or Emergency actions taken pursuant to Rule 212 (each such SEF Action or Emergency Action, a "**SEF Proceeding**") who knowingly has a "material conflict of interest" between his or her position as a Director, Officer, panel member or exercise of authority concerning any SEF Proceeding and his or her personal interests (each, an "**Interested Person**") may not participate in any deliberations or vote of the Board Committee or panel or exercise any authority in any SEF Proceeding involving his or her personal interest, except as described in Rule 210(d).

(b) For purposes of Rule 210(a), a "material conflict of interest" includes a Relevant Person's:

- (i) being named as a respondent or potential respondent in a SEF Proceeding;
- (ii) being an employer, employee or fellow employee of a respondent or potential respondent in a SEF Proceeding;
- (iii) having any significant, ongoing business relationship with a respondent or potential respondent in a SEF Proceeding;
- (iv) having a family relationship with a respondent or potential respondent in a SEF Proceeding; and/or
- (v) knowingly having a direct and substantial financial interest in the result of the deliberations or vote. A direct and substantial financial interest includes positions held in Swaps in the accounts of, Controlled by, or affiliated with the Interested Person or any other types of direct and substantial financial positions of the Interested Person that are reasonably expected to be affected by the deliberations or vote.

(c) Before considering any SEF Proceeding, a Relevant Person must disclose to the Chief Compliance Officer whether he or she has one of the relationships listed in Rule 210(b). The Chief Compliance Officer will evaluate the actual or potential conflict, and will determine what course of action, if any, GTX SEF must take, which may include disclosure to the Board. Such determination should be based upon information provided by the Relevant Person and any other source of information that is held by and reasonably available to GTX SEF, including those factors set forth in CFTC Regulation 1.69(b)(2)(iv). The Chief Compliance Officer's determination should also include a review of the factors set forth in CFTC Regulation 1.69(b)(2)(iii).

If the Chief Compliance Officer determines that disclosure to the Board or other governing body is appropriate, the Interested Person must, upon request, provide all facts to the Chief Compliance Officer, the Board or members of any committee of the Board, as applicable, considering the possible conflict of interest. After all facts are provided, such director shall recuse himself or herself from the Board, the committee of the Board or other governing body, as applicable, and shall not participate in the final deliberation or decision regarding the matter under consideration while the determination of a conflict of interest is discussed and voted upon. The remaining Board, committee or governing body members, as applicable, and the Chief Compliance Officer shall decide if a conflict of interest exists, and the appropriate course of action GTX SEF should take.

(d) Any Interested Person who would be required otherwise to abstain from deliberations and voting pursuant to Rule 210(a)(v) as a result of having a direct and substantial financial interest in the result of the deliberations and vote may participate in deliberations, prior to a vote on the matter (but may not vote on the matter), if the Board determines that the participation by the Interested Person would be consistent with the public interest and the Interested Person recuses himself or herself from voting on such action. In doing so, the Board shall consider the following factors:

- (i) Whether the Interested Person's participation in deliberations is necessary for the deliberating body to achieve a quorum in the matter; and

- (ii) Whether the Interested Person has unique or special expertise, knowledge or experience in the matter under consideration.
- (e) Prior to any determination pursuant to Rule 210(d), the Board must fully consider the position information which is the basis for the Interested Person's direct and substantial financial interest in the result of a vote on a significant action pursuant to Rules 210(a)(v) and (d).
- (f) If a determination is made pursuant to Rule 210(d) that an Interested Person may participate in deliberations prior to a vote, then the minutes of the meeting of the Board or committee thereof will:
 - (i) document that the conflicts determination procedures required by this Rule 210 have been followed;
 - (ii) include the names of all Persons who attended the meeting in person or who otherwise were present by electronic means;
 - (iii) include the name of any Person who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and
 - (iv) include information on the position information that was reviewed for each Person.
- (g) If the Chief Compliance Officer or the Board has reasonable cause to believe an Interested Person has failed to disclose actual or possible conflicts of interest, the Chief Compliance Officer or the Board shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Chief Compliance Officer and the Board determine the Interested Person has failed to disclose an actual or possible conflict of interest, the Chief Compliance Officer and the Board shall take appropriate action.
- (h) All Interested Persons shall disclose any existing and pending memberships on any board of directors or a similar body for an outside company or Governmental Body. Helping the community by serving on boards of non-profit or community organizations is encouraged, and does not require disclosure or waiver.
- (i) No Interested Person may take for themselves opportunities that rightfully belong to GTX SEF. These opportunities rightfully belong to GTX SEF when, for example, the opportunity is in the same general line of business as GTX SEF's business, GTX SEF has pursued the opportunity, GTX SEF has been offered the opportunity, GTX SEF has funded the opportunity or GTX SEF has devoted facilities or personnel to develop the opportunity. Any situation in which an Interested Person might wish to engage in an activity that might be considered such an opportunity should discuss the matter with the Chief Compliance Officer.
- (j) The minutes of meetings of the Board shall contain the following:

(i) The names of the Persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, the Chief Compliance Officer's and the Board's decision as to whether a conflict of interest in fact existed, and the recommended course of action to resolve any conflict; and

(ii) The names of the Persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

RULE 211. Restrictions on Certain Persons who Possess Material, Non- Public Information: Improper Use or Disclosure of Material Non-Public Information

No member of the Board or of any Board committee, no member of any other committee of the Company, no Officer of GTX SEF, no employee of GTX SEF and no consultant to GTX SEF shall:

(a) trade for such Person's own account, or for or on behalf of any other account, in any Commodity Interest on the basis of any material, non-public information;

(b) use or disclose, for any purpose other than the performance of such Person's official duties, any material, non-public information obtained by such Person as a result of such Person's official duties, provided, however, that this Section shall not prohibit disclosures made by such Person in the course of his or her official duties or disclosures made to the CFTC, any Self-Regulatory Organization, a court of competent jurisdiction or any agency or department of the federal or state government; or

(c) trade, directly or indirectly, in any Swap traded on GTX SEF; in any Related Commodity Interest.

RULE 212. Emergency Rules

(a) During an Emergency, GTX SEF may implement temporary emergency procedures and rules ("**Emergency Rules**"), subject to the applicable provisions of the CEA and CFTC Regulations. Emergency Rules may require or authorize GTX SEF, the Board, any committee of the Board, the CEO, or any other Officer to take actions necessary or appropriate to respond to the Emergency, including the following actions, after coordination with the CFTC, if possible:

(i) pausing, halting, suspending or curtailing trading or limiting trading to liquidation only (in whole or in part);

(ii) extending or shortening the last trading date for Swaps;

- (iii) providing alternative settlement mechanisms;
- (iv) temporarily modifying or suspending any provision of the GTX SEF Rules or Obligations;
- (v) imposing or modifying price limits;
- (vi) imposing, modifying or reducing position limits; and/or
- (vii) ordering the liquidation or transfer of an open position in any Swap, or the reduction of such positions.

(b) Before any Emergency Rule may be adopted and enforced, a required vote of the Board must approve the implementation of such Emergency Rule at a duly convened meeting. Directors may attend such a meeting by teleconference. If the CEO determines that Emergency Rules must be implemented with respect to an Emergency before a meeting of the Board can reasonably be convened, then the CEO shall have the authority, without Board action, to implement any Emergency Rules with respect to such Emergency that he or she deems necessary or appropriate to respond to such Emergency. The Board shall thereafter ratify the CEO action.

(c) Whenever GTX SEF, the Board, any committee of the Board, or the CEO takes actions necessary or appropriate to respond to an Emergency (including the actions set forth in paragraph (a) above), an Authorized Representative of GTX SEF, where possible, will ensure that an announcement is posted in a Notice to Participants. When the Board, any committee of the Board or the CEO determines that the Emergency is no longer in effect, permitting GTX SEF to resume normal functioning; any such actions responding to an Emergency will be terminated.

(d) GTX SEF will use reasonable efforts to notify the CFTC prior to implementing, modifying or terminating an Emergency Rule. If such prior notification is not possible or practicable, GTX SEF will notify the CFTC as soon as possible or reasonably practicable, but in all circumstances within twenty-four (24) hours of the implementation, modification or termination of such Emergency Rule.

(e) Upon taking any action in response to an Emergency, GTX SEF will document the decision-making process related to such action. Such documentation will be kept for at least five years following the date on which the Emergency ceases to exist or to affect GTX SEF, and all such documentation will be provided to the CFTC upon request.

RULE 213. Information-Sharing Agreements

(a) GTX SEF may enter into information-sharing agreements or other arrangements or procedures necessary to allow GTX SEF to obtain any necessary information to perform any monitoring or trading and trade processing, provide information to other markets, the CFTC or any other Governmental Body with jurisdiction over GTX SEF upon request and which allows

GTX SEF to carry out such international information-sharing agreements as the CFTC may require. As part of any information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule, GTX SEF may, in its part:

- (i) provide market surveillance reports to the CFTC, any Governmental Body with jurisdiction over GTX SEF, or, as necessary for GTX SEF to comply with its Self-Regulatory Organization obligations to other markets;

- (ii) share information and documents concerning current and former Participants to the CFTC, any Governmental Body with jurisdiction over GTX SEF, or, as necessary for GTX SEF to comply with its Self-Regulatory Organization obligations to other markets;

- (iii) share information and documents concerning ongoing and completed investigations to the CFTC, any Governmental Body with jurisdiction over GTX SEF, or, as necessary for GTX SEF to comply with its Self-Regulatory Organization obligations to other markets; or

- (iv) require its current or former Participants to provide information and documents to GTX SEF at the request of other markets with which GTX SEF has an information-sharing agreement or other arrangements or procedures.

- (b) GTX SEF may enter into any arrangement with any Person or body (including the CFTC, the NFA, any Self-Regulatory Organization, any SEF, DCM, market, or clearing organization, or foreign regulatory authority) if GTX SEF believes that such entity exercises a legal or regulatory function under any law or regulation, or a function comprising or associated with the enforcement of a legal or regulatory function.

- (c) GTX SEF may disclose to any Person or entity information concerning or associated with a market participant, Account Managers, Authorized Traders, Supervised Persons, Customers or Accounts or their agents that GTX SEF believes is necessary and appropriate in exercising a legal or regulatory function, whether or not a formal arrangement governing the disclosure exists or a request for information was made. GTX SEF will not disclose any proprietary data or personal information of any Participant, Account Managers, Authorized Traders, Supervised Persons, Customers or Accounts or their agents without a corresponding confidentiality agreement between such Person, GTX SEF and any applicable Participant, Account Managers, Authorized Traders, Supervised Persons, Customers or Accounts or their agents unless the Person requesting such information is a Governmental Body or GTX SEF is prohibited from notifying the Participant, Account Managers, Authorized Traders, Supervised Persons, Customers or Accounts or their agents by Applicable Law.

RULE 214. Regulatory Services Agreement with the Regulatory Services Provider

- (a) GTX SEF may choose to contract with a Regulatory Services Provider for the

provision of services to assist in complying with the core principles and other regulatory responsibilities, as approved by the CFTC. If GTX SEF chooses to contract with a Regulatory Services Provider, it will ensure that the Regulatory Services Provider has the capacity and resources necessary to provide timely and effective regulatory services, including adequate staff and automated surveillance systems.

(b) If GTX SEF chooses to contract with a Regulatory Services Provider, GTX SEF will at all times remain responsible for the performance of any regulatory services received, for compliance with GTX SEF's obligations under the CEA and CFTC regulations, and for the Regulatory Services Provider's performance on its behalf.

(c) If GTX SEF chooses to contract with a Regulatory Services Provider, GTX SEF will retain exclusive authority in all substantive decisions made by its Regulatory Services Provider. GTX shall document any instances where its actions differ from those recommended by its Regulatory Services Provider.

RULE 215. Prohibited Use of Data Collected for Regulatory Purposes

GTX SEF shall not use for business or marketing purposes any proprietary data or personal information it collects or receives, from or on behalf of any Person, for the purpose of fulfilling its regulatory obligations; provided, however, that GTX SEF may use such data or information for business or marketing purposes if the Person from whom it collects or receives such data or personal information clearly consents to GTX SEF's use of such data or information in such manner. GTX SEF shall not condition access to its market(s) or market services on a Person's consent to GTX SEF's use of proprietary data or personal information for business or marketing purposes. Where necessary for regulatory purposes, GTX SEF may share such data or information with one or more SEFs, DCMs, Derivatives Clearing Organizations or other regulatory bodies registered with the CFTC, as applicable.

RULE 216. Pending Legal Proceedings

(a) GTX SEF shall submit to the CFTC copies of the complaint, any dispositive or partially dispositive decision, any notice of appeal filed concerning such decisions and such further documents as the CFTC may thereafter request filed in any material legal proceeding to which GTX SEF is a party or its property or assets is subject.

(b) GTX SEF shall submit to the CFTC copies of the complaint, any dispositive or partially dispositive decision, any notice of appeal filed concerning such decisions and such further documents as the CFTC may thereafter request filed in any material legal proceeding instituted against any officer, director, or other official of the contract market arising from conduct in such person's capacity as a contract market official and alleging violations of:

(i) The act or any rule, regulation, or order thereunder;

(ii) the constitution, bylaws or rules of the contract market; or

(iii) the applicable provisions of state law relating to the duties of officers, directors, or other officials of business organizations.

(c) All documents required by this section to be submitted to the CFTC shall be mailed via first-class or submitted by other more expeditious means to the CFTC's headquarters office in Washington, DC, Attention: Office of the General Counsel. All complaints required by this section to be submitted to the CFTC shall be mailed to the CFTC within 10 days after the initiation of the legal proceedings to which they relate, all decisions required to be submitted by contract markets shall be mailed within 10 days of their date of issuance, all notices of appeal required to be submitted by GTX SEF shall be mailed within 10 days of the filing or receipt by GTX SEF of the notice of appeal. For purposes of paragraph (a) and (b) of this Rule, a "material legal proceeding" includes but is not limited to actions involving alleged violations of the Commodity Exchange Act or the CFTC's regulations. However, a legal proceeding is not "material" for the purposes of this Rule if the proceeding is not in a federal or state court or if the CFTC is a party.

RULE 217. Composition of Board and Major Disciplinary Committees.

(a) GTX SEF shall maintain in effect standards and procedures with respect to its Board which have been submitted to the CFTC:

(1) That twenty percent or more of the regular voting members of the Board are persons who:

(i) Are knowledgeable of Swaps trading or financial regulation or are otherwise capable of contributing to Board deliberations; and

(ii) Are not:

(A) Participants of GTX SEF,

(B) currently salaried Employees of GTX SEF,

(C) primarily performing services for GTX SEF in a capacity other than as a member of the Board, or

(D) officers, principals or employees of a firm which holds a membership in GTX SEF either in its own name or through an employee on behalf of the firm; and

(2) That the Board's membership includes a diversity of membership interests;

(b) GTX SEF shall maintain in effect rules with respect to its major disciplinary committees which have been submitted to the CFTC that ensure:

(1) That at least one member of each major disciplinary committee or panel thereof be a Person who is not a Participant of GTX SEF whenever such committee or panel is acting with respect to a disciplinary action in which:

(i) The subject of the action is a member of GTX SEF's:

(A) Board, or

(B) Major disciplinary committee; or

(ii) Any of the charged, alleged or adjudicated GTX SEF rule violations involve:

(A) Manipulation or attempted manipulation of the price of a Swap, or

(B) Conduct which directly results in financial harm to a non-Participant of GTX SEF;

(2) That each major disciplinary committee or panel thereof include sufficient different membership interests so as to ensure fairness and to prevent special treatment or preference for any person in the conduct of a committee's or the panel's responsibilities.

(c) GTX SEF shall submit to the CFTC within thirty days after each Board election a list of the Board's members, the membership interests they represent and how the composition of the Board otherwise meets the requirements of CFTC Regulation 1.64(b) and GTX SEF's implementing standards and procedures.

CHAPTER 3. PARTICIPANTS

RULE 301. [Reserved]

RULE 302. Eligibility Criteria for Becoming a Participant

(a) To be eligible for admission as a Participant, an applicant must demonstrate to the satisfaction of GTX SEF that it:

(i) is an ECP and each Account or Customer on whose behalf it wishes to trade on GTX SEF is an ECP in each case eligible to enter into the asset classes of Swaps it wishes to trade on GTX SEF;

(ii) is of good reputation and business integrity;

(iii) maintains adequate financial resources and credit;

(iv) is validly organized, in good standing, and authorized by its governing body and, if relevant, documents of organization, to trade Swaps;

- (v) has not filed for bankruptcy;
- (vi) is not a SEF Official or agent of GTX SEF;
- (vii) is not prohibited from using the services of GTX SEF for any reason whatsoever;
- (viii) holds all registrations required under Applicable Law, if any;
- (ix) is not subject to statutory disqualification under Section 8a(2) of the CEA;
- (x) satisfies any other criteria that GTX SEF may require from a Participant to perform its SRO responsibilities, comply with Applicable Law or provide SEF services;
- (xi) is not an individual; and
- (xii) is not an ISV or an automated trading system.

(b) Once admitted, the Participant shall continue to comply with all applicable Eligibility Criteria in this Rule 302.

(c) Each Participant shall be responsible for promptly informing GTX SEF of any material changes to Eligibility Criteria information provided to GTX SEF by the Participant.

(d) Each Participant must provide GTX SEF with all information necessary for GTX SEF to establish Trading Accounts and keep such information current and up-to-date

(e) GTX SEF shall monitor its Participants to ensure that each Participant continues to qualify as an ECP.

(f) Upon request of GTX SEF, a Participant shall provide to GTX SEF or its Regulatory Services Provider such information about such Participant, its Customers, Accounts and Authorized Traders as GTX SEF requests related to or in connection with the SEF Activity of such Participant, its Customers, Accounts and Authorized Traders, including but not limited to, the names and dates of birth of its Authorized Traders.

RULE 303. Authorized Traders

(a) Each Participant shall designate one or more Authorized Traders, who will conduct SEF Activity on behalf of the Participant.

Each Authorized Trader of a Participant:

- (i) must be a natural person;
- (ii) must satisfy any other requirements as may be prescribed by GTX SEF

from time to time; and

(iii) must have a Trader ID.

A Participant that authorizes a third party to trade for its Trading Account on a discretionary basis pursuant to a power of attorney or other instrument must identify or approve a specific natural person as its Authorized Trader with respect to such Trading Account.

(b) Without limiting the foregoing, each Authorized Trader will abide by the GTX SEF Rules and Applicable Law and each Participant will ensure on an ongoing basis that:

(i) none of its Authorized Traders is subject to a disqualification pursuant to any Applicable Law (unless an appropriate exemption has been obtained with respect thereto);

(ii) each of its Authorized Traders will be technically proficient; and

(iii) each of its Authorized Traders will conduct its business in accordance with the GTX SEF Rules.

(c) By agreeing to become an Authorized Trader, an individual agrees to be bound by the duties and responsibilities of an Authorized Trader under these rules and to be subject to, and comply with, the GTX SEF Rules and Obligations. Among other duties and responsibilities that GTX SEF may impose, an Authorized Trader must:

(i) have the authority, at GTX SEF's request, to adjust or withdraw any Order submitted under any Trader ID assigned to him or her; and

(ii) ensure that any SEF Activity conducted under any Trader ID assigned to him or her complies with all GTX SEF Rules and Obligations.

(d) To nominate or designate an Authorized Trader, a Participant must follow the procedures established by GTX SEF. GTX SEF may establish criteria that individuals must fulfill to become an Authorized Trader. Any such criteria will be set out in the GTX SEF Rules. GTX SEF will not accept the registration as an Authorized Trader of any individual who is a SEF Official.

(e) GTX SEF will promptly notify a Participant in Writing of the approval of nominated Authorized Traders or if GTX SEF declines to approve the nomination.

(f) GTX SEF will maintain a list of all appointed Authorized Traders for each Participant.

(g) To request the termination of the designation of an Authorized Trader, the Participant or the Authorized Trader must notify GTX SEF following the procedures established by GTX SEF. GTX SEF will terminate access of such Authorized Trader to GTX SEF

immediately upon receipt of such notice from Participant.

(h) Upon termination, revocation or suspension of an Authorized Trader, GTX SEF will disable access of such Authorized Trader to GTX SEF.

(i) Each Participant shall be responsible for the acts and omissions of its Authorized Traders and for the acts and omissions of any Person utilizing a Trader ID assigned to any of its current or former Authorized Traders. Each Participant shall make certain on an ongoing basis that none of its Authorized Traders is subject to disqualification pursuant to applicable law and each Authorized Trader is technically proficient in the use of GTX SEF.

(j) For the avoidance of doubt, a Prime Broker shall not have any Authorized Traders, shall not access GTX SEF and, with respect to Prime Broker Trades, shall not be responsible for any obligations in connection with accessing or entering Orders on GTX SEF for which an Authorized Trader and its Participant are responsible.

RULE 304. Participant Application Process

(a) Any Person who desires to become a Participant shall: (i) submit signed Participant Documentation; (ii) agree in Writing to abide by the GTX SEF Rules and Applicable Law; (iii) provide such information and documentation as may be requested by GTX SEF; and (iv) follow the application procedures established by GTX SEF.

(b) In considering an application from a potential Participant, GTX SEF may require additional information from the applicant, or conduct an investigation or background checks to verify information submitted by the applicant, or both.

(c) If GTX SEF decides to admit an application as a Participant, it shall promptly notify the applicant and state in such notice the date on which the applicant shall become a Participant.

(d) GTX SEF may deny or condition Participant status of any Person if: (i) Such Person is unable to satisfactorily demonstrate its ability to satisfy the Eligibility Criteria in Rule 302(a) to become or remain a Participant; (ii) Such Person is unable to satisfactorily demonstrate its capacity to adhere to all applicable GTX SEF Rules; (iii) Such Person would bring GTX SEF into disrepute as determined by GTX SEF in its sole discretion; or (iv) for such other cause as GTX SEF may reasonably determine.

(e) If GTX SEF decides to decline or condition an application for admission as a Participant, GTX SEF shall promptly notify the Affected Person thereof in a Writing sent to the address provided by the applicant in GTX SEF application form or maintained in GTX SEF registry of Participants. Such Affected Person may, within seven (7) calendar days, request in Writing that GTX SEF provide the reasons for the denial or conditioning of Participant status. Within fourteen (14) calendar days after receiving such Written request, GTX SEF shall send a Written response to the Affected Person setting forth the reasons for the denial or conditioning. Within fourteen (14) calendar days of receiving GTX SEF's Written response, the Affected Person

may request in Writing that the CEO reconsider the determination, and may provide any relevant representations or other information that such Affected Person believes to be relevant to reconsideration.

(f) Upon admission as a Participant, the Participant must execute such Participant Documentation as required from time to time by GTX SEF, and such Participant Documentation must remain in effect for the Participant to access GTX SEF.

RULE 305. Trading Privileges of a Participant

Admission as a Participant entitles the Participant only to Trading Privileges and does not confer any right of ownership in, or right to attend or vote at meetings of, GTX SEF, or right to share in the profits, of GTX SEF. A Participant may not transfer or assign its status as a Participant.

RULE 306. Customers and Accounts

(a) No Participant shall carry an account for a Customer or enter an RFQ or Order in the name of an Account unless the Participant has entered into a Written agreement with the Customer or Account that is in compliance with Applicable Law and the GTX SEF Rules.

(b) Each Participant must: (1) ensure the Customer or Account is an ECP at the time of execution of any Swap; (2) subject every Swap executed for the Customer or Account to the terms of the GTX SEF Rules insofar as they are applicable to that Swap; (3) in relation to any Swap executed for the Customer or Account, be able to comply with all requirements of the GTX SEF Rules and any other arrangements, provisions and directions given by GTX SEF; and (4) provide GTX SEF and its agents, including its Regulatory Services Provider, access to all information in connection with or related to its SEF Activity necessary for monitoring and enforcement of GTX SEF Rules.

RULE 307. Assessments and Fees

GTX SEF shall set the times and amounts of any assessments or fees to be paid by Participants, which assessments or fees shall be paid to GTX SEF when due, upon reasonable notice. GTX SEF shall provide Participants with reasonable prior notice before any change in any assessment or fee. If a Participant fails to pay when due any such assessments or fees levied on such Participant, and such payment obligation remains unsatisfied for thirty days after its due date, GTX SEF may suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of such Participant as it deems necessary or appropriate.

RULE 308. Authorized Representatives

Each Participant shall designate one or more Authorized Representatives who will represent the Participant before GTX SEF and its committees and receive notices on behalf of the Participant. The Authorized Representative shall be empowered by the Participant to act on its behalf and GTX SEF shall be entitled to rely on the actions of the Authorized Representative as binding on the Participant. Each Participant must provide GTX SEF with current contact and other

requested information for each of its Authorized Representatives so that GTX SEF is able to immediately contact the Authorized Representatives.

RULE 309. Notices to Participants

GTX SEF shall publish a notice with respect to each addition to, modification of, or clarification of, the GTX SEF Rules or of any action to implement any GTX SEF Rules, in a form and manner that is reasonably designed to enable each Participant to become aware of and familiar with, and to implement any necessary preparatory measures to be taken by it with respect to, such addition or modification, prior to the effective date thereof (each a “**Notice to Participants**”). For purposes of publication in accordance with the first sentence of this Rule 309, it shall be sufficient (without limiting the discretion of GTX SEF as to any other reasonable means of communication) if a Notice to Participants is published on GTX SEF’s website after electronic mail notice to a designated representative of Participant of such publication. Any Notice to Participants shall also be deemed to have been made to all Account Managers, Authorized Traders, Supervised Persons, Customers and/or Accounts of such Participant, as applicable.

RULE 310. Communications Between GTX SEF and Participants

Each Participant must provide GTX SEF with its current electronic mail address and telephone number and the electronic mail address and telephone number of any of its Authorized Traders and immediately (and in any event within 24 hours) update this information whenever it changes. All communications between GTX SEF and the Participant will be transmitted by electronic mail and/or posted on GTX SEF’s website, except as otherwise specified by GTX SEF. The Participant shall be responsible for conveying such communications to its Authorized Persons and/or to its Account Managers. Each Participant will be responsible for promptly reviewing and, if necessary, responding to all electronic communications from GTX SEF to the Participant or any of its Account Managers, Authorized Traders, Supervised Persons or any Person to whom it has given Trader ID(s). All communications made to a Participant shall also be deemed to have been made to all Account Managers, Authorized Traders and Supervised Persons of such Participant.

RULE 311. Description of Participant’s Status

A Participant shall ensure that the form, content and context of any description of the Participant’s status on GTX SEF is not inconsistent with, and does not misrepresent, the Participant’s capacity on GTX SEF under the GTX SEF Rules or the Participant’s registration, if any, under the CEA, or under any other Applicable Law.

RULE 312. Dissolution of Participants

(a) All rights and privileges of a Participant terminate upon, and all obligations of a Participant shall survive, the death or incapacity of the Participant (if an individual) or the dissolution of the Participant (if an entity).

(b) If a Participant is an entity and any Person holds, or has a direct or indirect

beneficial interest in, the Participant of (i) fifty percent (50%) or more of any class of equity or other membership, partnership or similar interest, or (ii) fifty percent (50%) or more of any class of equity or other membership, partnership or similar interest in a company that directly or indirectly holds, or has a beneficial interest in, fifty percent (50%) or more of any class of equity or other membership, partnership or similar interest of the Participant, then the Participant must notify GTX SEF in writing within seven (7) calendar days of learning the identity of the Person or any change in the identity, holdings or interest of the Person.

(c) Once GTX SEF receives a notice from a Participant pursuant to Rule 313(b), GTX SEF shall determine the continued eligibility of the Participant to continue as a Participant on GTX SEF. In connection with the determination of the Participant's continued eligibility, GTX SEF may require the Participant to use the form, provide the information, and follow the procedures established by GTX SEF. If, after completing its review, GTX SEF determines that the Participant does not continue to satisfy the applicable criteria in Rule 302, GTX SEF shall terminate the rights of the Participant.

RULE 313. Withdrawal of Participant

(a) To withdraw from GTX SEF, a Participant must notify GTX SEF of its withdrawal. Such withdrawal shall be accepted and effective immediately upon receipt of such notice by GTX SEF.

(b) When GTX SEF accepts the withdrawal of a Participant, all rights and privileges of such Participant terminate (including the Trading Privileges). The accepted withdrawal of a Participant shall not affect the rights of GTX SEF under the GTX SEF Rules or relieve the former Participant of such Participant's obligations under the GTX SEF Rules before such withdrawal. Notwithstanding the accepted withdrawal of a Participant, the withdrawn Participant remains subject to the GTX SEF Rules, the Obligations and the jurisdiction of GTX SEF for acts done and omissions made while a Participant, and must cooperate in any SEF Proceeding under Chapter 6 as if the withdrawn Participant were still a Participant.

RULE 314. ECP and ISV Access

(a) GTX SEF will provide access to its services and markets to any ECP that is impartial, transparent and applied in a fair and non-discriminatory manner; provided, however, that each ECP complies with GTX SEF's documentation and the eligibility requirements set forth in this Rulebook.

(b) GTX SEF will provide ISVs with access to its trading platform and its data in a fair and non-discriminatory manner; provided, however, that each ISV shall comply with GTX SEF's criteria governing such access. Such access criteria shall be impartial and transparent. All ISVs will be subject to a comparable fee structure and will receive comparable access to, or services from, GTX SEF.

RULE 315. Legal Certainty for GTX SEF Trades

A transaction entered into on or pursuant to the GTX SEF Rules shall not be void, voidable, subject to rescission, otherwise invalidated or rendered unenforceable as a result of:

- a. a violation by GTX SEF of the provisions of Section 5h of the Act or CFTC Regulations;
- b. any CFTC proceeding to alter or supplement a Rule, term or condition under section 8a(7) of the Act or to declare an emergency under section 8a(9) of the Act; or
- c. any other proceeding the effect of which is to:
 - (i) alter or supplement a specific term or condition or trading rule or procedure; or
 - (ii) require GTX SEF to adopt a specific term or condition, trading rule or procedure, or to take or refrain from taking a specific action.

CHAPTER 4. OBLIGATIONS OF MARKET PARTICIPANTS, PARTICIPANTS, ACCOUNT MANAGERS, AUTHORIZED TRADERS, SUPERVISED PERSONS, CUSTOMERS AND ACCOUNTS

RULE 401. [Reserved]

RULE 402. Duties and Responsibilities

Each Participant, Account Manager, Authorized Trader Supervised Persons shall:

- (a) ensure that GTX SEF's facilities are used in a responsible manner and are not used for any improper purpose;
- (b) ensure that only GTX SEF's facilities are used only to conduct SEF Activity;
- (c) ensure that all SEF Activity conducted by the Participant, Account Manager, Authorized Trader and Supervised Persons is performed in a manner consistent with the GTX SEF Rules and their respective Obligations;
- (d) comply with all GTX SEF Rules and Obligations and act in a manner consistent with each GTX SEF Rule and Obligation;
- (e) observe high standards of integrity, market conduct and just and equitable principles of trade while conducting or attempting to conduct any SEF Activity, or any aspect of any business connected with or concerning GTX SEF;
- (f) not mislead or conceal any material fact or matter in any dealings or filings with GTX

SEF or in response to any SEF Proceeding; and

(g) keep the Authorized Trader's Trader IDs, account numbers and passwords confidential;

RULE 403. Required Disclosures to GTX SEF

Each market participant or Participant, as applicable, shall, as soon as reasonably practicable and if applicable, notify the Compliance Department upon becoming aware of any of the following events:

(a) any material change to the contact information provided to GTX SEF by the market participant;

(b) any damage to, or failure or inadequacy of, the systems, facilities or equipment of the market participant to effect transactions, directly or indirectly, pursuant to the GTX SEF Rules or to timely perform the Participant's financial obligations under or in connection with Swaps of any Customer or Account of such Participant;

(c) any refusal of admission to, or involuntary withdrawal by the Participant of any application for membership in, any Self-Regulatory Organization, SEF or Derivatives Clearing Organization;

(d) any expulsion, suspension or fine in excess of \$100,000 (whether through an adverse determination, voluntary settlement or otherwise) imposed on the Participant, Account Manager, Authorized Traders, Supervised Persons, Customers or Accounts by any Self-Regulatory Organization, SEF, DCM, Derivatives Clearing Organization or relevant regulatory or Governmental Body;

(e) any revocation, suspension or conditioning of any registration or license granted by any regulatory or Governmental Body;

(f) (i) the commencement of any judicial or administrative proceeding against the Participant, Account Manager, Authorized Traders, Supervised Persons, Customers or Accounts or (ii) the imposition of any fine in excess of \$100,000, cease and desist order, denial of trading privileges, censure or other sanction or remedy (whether through an adverse determination, voluntary settlement or otherwise) imposed by any Self-Regulatory Organization, SEF, DCM, Derivatives Clearing Organization or, with respect to SEF Activity, any relevant Governmental Body;

(g) any indictment or conviction of, or any confession of guilt or plea of guilty or *nolo contendere* by any principals or senior officers of the Participant, Account Manager, Authorized Traders, Supervised Persons, Customers or Accounts for any felony or misdemeanor involving, arising from, or related to, the purchase or sale of any commodity, futures contract, Swap, option, security, securities futures product or other financial instrument, or involving or arising from fraud or moral turpitude; and

- (h) the Participant's or a 10% or greater owner of the Participant becoming the subject of a petition for bankruptcy;
- (i) the appointment of a receiver, trustee or administrator for the Participant or a 10% or greater owner of the Participant;
- (j) the presentment of a petition, or the passing of a resolution, for the Participant's or a 10% or greater owner of the Participant winding-up;
- (k) the commencement of proceedings for the Participant's, or a 10% or greater owner of the Participant, dissolution; or
- (l) the occurrence of an event of insolvency with respect to the Participant or a 10% or greater owner of the Participant.

RULE 404. Inspections by GTX SEF

- (a) GTX SEF (or the Regulatory Services Provider or other Authorized Representatives), shall have the right with such prior reasonable advance notice as is practicable under the circumstances, subject to the confidentiality provisions in this Rulebook, in connection with determining whether all GTX SEF Rules and Obligations are being, will be, or have been complied with by a market participant, to:
 - (i) Inspect the books and records of any market participant relating to SEF Activity;
 - (ii) inspect systems, equipment and software of any kind operated by any market participant in connection with SEF Activity and any data stored in any of the systems or equipment related to SEF Activity, wherever located;
 - (iii) access, either physically or electronically, the systems, equipment, software relating to SEF Activity, and the premises on which the systems, equipment, and software are located, any data stored in any of the systems or equipment, during the regular business hours and the Trading Hours of GTX SEF;
 - (iv) remove, copy or reproduce any data to which GTX SEF has access under this Rule.
- (b) Each market participant shall provide the Regulatory Services Provider with the same access to their books and records and offices as they are required to provide to GTX SEF under the GTX SEF Rules and Applicable Law.
- (c) The Compliance Department may require a market participant to furnish (periodically or on a particular occasion) information concerning the market participant's SEF Activity.

RULE 405. Minimum Financial and Related Reporting Requirements

Each Participant that is registered with any Self-Regulatory Organization shall comply with the provisions of Applicable Law relating to minimum financial and related reporting and recordkeeping requirements.

RULE 406. [Reserved]

RULE 407. Authority to Impose Restrictions

Whenever a Participant is subject to the early warning requirements set forth in the CFTC Regulations, including CFTC Regulation 1.12, the CEO, or his or her designee, may impose such conditions or restrictions on the business and operations of such Participant as the CEO, or his or her designee, may deem necessary or appropriate for the protection of Customers, other Participants or GTX SEF.

RULE 408. Disclosure Requirements; Know Your Counterparty Requirements

(a) Participants that are Swap Dealers or Major Swap Participants shall verify the status of each Counterparty as an ECP with respect to each Swap Trade as provided in Part 23 of the CFTC Regulations.

(b) Each Participant must comply with the disclosure requirements imposed by GTX SEF rules.

RULE 409. Books and Records

RULE 409.A. Market Participant Books and Records.

(a) Each market participant shall prepare and keep current all books, ledgers and other similar records relating to its SEF Activity required to be kept by it pursuant to the Act, CFTC Regulations and these Rules, and shall prepare and keep current such other books and records relating to its SEF Activity and adopt such forms as GTX SEF may from time to time prescribe. Such books and records shall be made available, upon request, to GTX SEF, the CFTC, the Department of Justice or any Governmental Body, regulator or Self-Regulatory Organization with jurisdiction over GTX SEF, and their respective Authorized Representatives. GTX SEF shall have the authority to collect and examine books and records of every Person under investigation, including all market participants. For the purposes hereof, “under investigation” refers to any situation in which documents or information would be useful to GTX SEF in determining whether a rule violation has occurred.

(b) In addition to information required by subsection (a) of this Rule 409, each market participant must comply with all applicable requirements of CFTC Regulations 1.31 and 1.35.

(c) As required by CFTC Regulation 37.404, each market participant must keep records of its trading on GTX SEF (including records of its activity in the index or instrument

used as a reference price, the underlying commodity and related derivatives markets) and make such records available, upon request, to GTX SEF, or, if applicable, to its Regulatory Service Provider, and the CFTC or any Governmental Body, regulator or Self-Regulatory Organization with jurisdiction over GTX SEF, and their respective Authorized Representatives.

(d) Each market participant shall keep all books and records required to be kept by it pursuant to these Rules for a period of five years from the date on which they are first prepared unless otherwise provided in these Rules or required by law. Such books and records shall be readily accessible during the first two years of such five-year period. During such five-year period, all books and records shall be made available for inspection by, and copies thereof shall be delivered to, GTX SEF and its Authorized Representatives upon request.

(e) Each market participant shall provide the NFA with the same access to its books and records and offices as it is required to provide GTX SEF under these Rules and Applicable Law.

(f) GTX SEF may require a market participant to furnish such information concerning the Participant's business that is subject to these Rules as GTX SEF deems necessary to enable it to perform its obligations under Applicable Law, including information relating to (i) Swaps executed on GTX SEF and in related derivatives markets, including the products underlying those Swaps, and (ii) information requested by a Governmental Body relating to GTX SEF and/or GTX SEF's compliance with Applicable Law that GTX SEF believes is maintained by, or otherwise in the possession of, a Participant.

(g) At least once per year, GTX SEF shall enforce all audit trail and recordkeeping requirements through reviews of all market participants who are responsible for or in control of, the creation of audit trail records.

(h) All data and information provided to or obtained by GTX SEF pursuant to this Rule 409 shall be subject to the provisions of Rule 805.

RULE 409.B. GTX SEF Books and Records

GTX SEF shall keep, or cause to be kept, complete and accurate books and records, including all books and records required to be maintained pursuant to the CEA, the CFTC Regulations or the GTX SEF Rules as required by CFTC Regulation 1.31. GTX shall maintain all records of activities relating to the business of GTX SEF, in a form and manner acceptable to the CFTC, for a period of at least 5 years. Such records, including a complete audit trail for all Swaps executed on GTX SEF, investigatory files and disciplinary files, shall be maintained in accordance with the requirements of CFTC Regulation 1.31 and Part 45 of the CFTC Regulations.

RULE 410. Recording of Communications

GTX SEF may record conversations and retain copies of electronic communications between SEF Officials, on one hand, and market participants, Participants, their Account Managers,

Authorized Traders, Supervised Persons or other agents on the other hand, to the extent required by Applicable Law and in accordance with GTX SEF-related business. Any such recordings may be retained by GTX SEF or the Regulatory Services Provider in such manner and for such periods of time as GTX SEF may deem necessary or appropriate.

RULE 411. Compliance with the Commodity Exchange Act

All market participants shall comply with all relevant provisions of the CEA and the rules and regulations duly issued pursuant thereto by the CFTC, including the filing of reports, maintenance of books and records, and permitting inspection and visitation by duly authorized representatives of the CFTC or Department of Justice.

RULE 412. Application of GTX SEF Rules and Jurisdiction

(a) ANY MARKET PARTICIPANT, PARTICIPANT, AUTHORIZED TRADER OR OTHER PERSON ACCESSING OR ENTERING ANY RFQ OR ORDER OR SUBMITTING ANY SWAP INTO GTX SEF OR EXECUTING ANY TRADE PURSUANT TO THE RULES (I) IS BOUND BY, AND SHALL COMPLY WITH THE GTX SEF RULES AND OBLIGATIONS, SWAP SPECIFICATIONS AND APPLICABLE LAW, IN EACH CASE TO THE EXTENT APPLICABLE TO IT, (II) SUBMITS TO THE JURISDICTION OF GTX SEF WITH RESPECT TO ANY AND ALL MATTERS ARISING FROM RELATED TO, OR IN CONNECTION WITH THE STATUS, ACTIONS OR OMISSIONS OF SUCH PARTICIPANT, AUTHORIZED TRADER OR OTHER PERSON, AND (III) AGREES TO ASSIST GTX SEF IN COMPLYING WITH ITS LEGAL AND REGULATORY OBLIGATIONS COOPERATE WITH GTX SEF, THE CFTC AND ANY GOVERNMENTAL BODY WITH JURISDICTION OVER GTX SEF IN ANY INQUIRY, INVESTIGATION, AUDIT, EXAMINATION OR PROCEEDING.

(b) Any Person whose access to GTX SEF is suspended for any period remains subject to the GTX SEF Rules, Obligations and GTX SEF's jurisdiction throughout the period of suspension. Any Person whose access to GTX SEF is revoked or terminated, whether by GTX SEF or such Person's voluntarily termination, shall remain bound by the GTX SEF Rules and Applicable Law, in each case to the extent applicable to it, and subject to the jurisdiction of GTX SEF with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Participant prior to such revocation or termination.

CHAPTER 5. TRADING PRACTICES, REPORTING AND BUSINESS CONDUCT

RULE 501. Scope

This Chapter 5 prescribes Rules concerning trading practices and business conduct on GTX SEF and applies to all RFQs, Orders and Trades in Swaps as defined in Chapter 1.

RULE 502. Procedures

With respect to trading on or through GTX SEF or subject to GTX SEF Rules, GTX SEF may adopt, without limitation, procedures relating to transactions in Swaps and trading on GTX

SEF or subject to GTX SEF Rules, including procedures to: (i) disseminate the prices of bids and offers on, and trades in, Swaps;

- (ii) record, and account for, Swaps and SEF Activity and regulate administrative matters affecting Swaps and SEF Activity;
- (iii) establish limits on the number and/or size of RFQs or Orders that may be submitted by a Participant through GTX SEF or subject to GTX SEF Rules;
- (iv) establish limits on the aggregate notional amount of Swaps that may be held by a Participant;
- (v) establish a limit on the maximum daily price fluctuations for any Swap and provide for any related restriction or suspension of trading in the Swap;
- (vi) establish minimum price quoting increments for each Swap;
- (vii) require a suspended or expelled Market Participant, or a Market Participant with restricted trading rights, to have Swaps executed for the Market Participant to reduce or eliminate any open position or exposure to future price changes for the Market Participant in any Swap; and
- (viii) GTX SEF may, in its discretion and at any time, amend any procedures adopted pursuant to Rule 502(a), and will publish the amendments in a Notice to Participant or in any other manner determined appropriate by GTX SEF.

RULE 503. Business Days and Trading Hours

Except as provided in Rule 212 with respect to Emergencies, GTX SEF shall determine and publish a Notice to Participants listing the Business Days of GTX SEF and the Trading Hours for each Swap.

RULE 504. Rule Violations

(a) It shall be an offense for a market participant to violate any GTX SEF Rule regulating the conduct or business of a market participant or any agreement made with GTX SEF, or to engage in fraud, dishonorable or dishonest conduct, or in conduct which is inconsistent with just and equitable principles of trade.

(b) Market participants shall assist GTX SEF in any investigation into potential violations of the GTX SEF Rules or, with respect to the SEF Activity the CEA. Such assistance must be timely and may include, but not be limited to, producing documents, answering questions from GTX SEF or its designee, and/or to appearing in connection with an investigation.

(c) If a Participant has actual or constructive notice of a violation of GTX SEF Rules in connection with the use of GTX SEF by a Participant, Customer, Account, or Authorized Trader and the Participant fails to take appropriate action, the Participant may be found to have

committed an act detrimental to the interest or welfare of GTX SEF's operations or self-regulatory function or GTX SEF's ability to enforce its Rules or in conduct inconsistent with just and equitable principles of trade that are a failure to observe the proper standards of conduct expected of Participants.

RULE 505. Fraudulent Acts

No Participant, Account Manager, Authorized Trader, Supervised Person or any market participant shall engage in any conduct prohibited under CFTC Regulation 180.1.

RULE 506. Fictitious, Wash or Pre-Arranged Transactions

(a) No Participant, Account Manager, Authorized Trader, Supervised Person or any market participant shall, directly or indirectly, create fictitious transactions or wash transactions or execute any Order with knowledge of its nature. No Person shall place or accept Orders in the same Swap where the person knows or reasonably should know that the purpose of the Orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash sales). Orders for different accounts with common beneficial ownership that are entered with the intent to negate market risk or price competition shall also be deemed to violate the prohibition on wash trades. Additionally, no Person shall knowingly execute or accommodate the execution of such Orders by direct or indirect means. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 506. A Participant, however, is responsible for any violations of this Rule 506 by its Authorized Traders.

(b) No market participant, Participant, Account Manager, Authorized Trader, Supervised Person or Customer shall engage in a Pre-Arranged Transaction on or subject to the rules of GTX SEF other than Block Trades effected pursuant to Rule 531.

RULE 507. [Reserved]

RULE 508. Disruptive Practices and Manipulation

(a) No market participant, Participant, Account Manager, Authorized Trader or Supervised Person shall engage in any trading, practice or conduct on or subject to the rules of GTX SEF that: (i) violates bids or offers; (ii) demonstrates intentional or reckless disregard for the orderly execution of transactions during the closing period; or (iii) is, is of the character of, or is commonly known to the industry as "spoofing" (bidding and offering with the intent to cancel the bid or offer before execution). For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 508. A Participant, however, is responsible for any violation of this Rule 508 by its Authorized Traders.

(b) No market participant, Participant, Account Manager, Authorized Trader or Supervised Person shall manipulate or attempt to manipulate the price of any Swap or to corner or attempt to corner any such Swap or knowingly to deliver or cause to be delivered for transmission through the mails or interstate commerce by telephone, wireless, or other means of communication, false or misleading or knowingly inaccurate reports concerning market

information or conditions that affect or tend to affect the price of any Swap or knowingly violate provisions of section 4, section 4b, subsections (a) through (e) of 4C, 9-1 section 4h, section 4o(1), or section 19 of the CEA. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 508. A Participant, however, is responsible for any violation of this Rule 508 by its Authorized Traders.

RULE 509. Prohibition of Misstatements

It shall be an offense to make any knowing misstatement of a material fact to GTX SEF, any SEF Official, any Board committee or GTX SEF panel, the Compliance Department and/or agents of GTX SEF (including the Regulatory Services Provider) or any market participant, Participant, or any of its Account Managers, Authorized Traders, Supervised Persons, Customers or Accounts.

RULE 510. Acts Detrimental to Welfare of GTX SEF

It shall be an offense to engage in any act that is detrimental to the interest or welfare of GTX SEF.

RULE 511. Adherence to Law

No market participant, Participant, Account Manager, Customer, Authorized Trader, Supervised Person, Account or Customer shall engage in conduct in violation of the GTX SEF Rules, the Act, CFTC Regulations, the Rules of any SEF, or the rules of any DCM or SRO that has jurisdiction over such market participant, Participant, Account Manager, Customer, Authorized Trader or Supervised Person or, with respect to SEF Activity, the laws, rules or regulations of any relevant Governmental Body.

RULE 512. Use of Trading Privileges

No market participant, Participant, Account Manager, Customer, Authorized Trader, Supervised Person may use a Participant's Trading Privileges in any way that could be expected to bring disrepute upon such market participant, Participant, Account Manager, Customer, Authorized Trader or Supervised Person or GTX SEF.

RULE 513. Supervision

Each Participant and Account Manager shall be responsible for establishing, maintaining and administering reasonable supervisory procedures to ensure that its Authorized Traders and Supervised Persons, as applicable, comply with the GTX SEF Rules, the Act, CFTC Regulations, the Rules of any SEF, DCM or SRO that has jurisdiction over such Participant, Account Manager, Customer, Account, Authorized Trader or Supervised Person, or, with respect to SEF Activity, the laws, rules or regulations of any relevant Governmental Body. Such Participants may be held accountable for the actions of such Account Managers, Customers, Authorized Traders or Supervised Persons.

RULE 514. Misuse of GTX SEF

Misuse of GTX SEF is strictly prohibited. Only Swaps can be traded on GTX SEF. It shall be

deemed an act detrimental to the interest and welfare of GTX SEF to willfully or negligently engage in unauthorized use of GTX SEF, to assist any Person in obtaining unauthorized access to GTX SEF, to alter the equipment associated with GTX SEF, to interfere with the operation of GTX SEF, to intercept or interfere with information provided thereby, or in any way to use GTX SEF in a manner contrary to the GTX SEF Rules.

RULE 515. Mishandling of Customer Orders

Any Participant that mishandles any Customer Order is responsible for all remedial actions required by Applicable Law with respect to such Customer Order. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 515. A Participant, however, is responsible for any violation of this Rule 515 by its Authorized Traders.

RULE 516. Trade Cancellation, Correction and Adjustment

RULE 516.A Errors

(a) **Participant Error.** The Participants involved in an erroneous Trade, other than a Prime Broker Trade, may mutually request GTX SEF cancel, correct or adjust the erroneous Trade. GTX SEF will review the Participants' reasons for making such request. The request must state the USI of each of the Participants, the name and contact information of each of the Participants and the reasons for requesting the request. In the event that GTX SEF determines that such erroneous Trade was (i) executed in violation of the terms of this Rulebook, the CEA or any other applicable CFTC Regulation and/or (ii) that cancelling, correcting or adjusting such Trade, as applicable, is required to maintain the integrity of the market on GTX SEF, GTX SEF will cancel, correct or adjust the erroneous Trade as instructed by the affected Participants. A Prime Broker Trade may be cancelled in accordance with Rule 516.B.

(b) **System Error.** Notwithstanding anything to the contrary in this Rule, if GTX SEF determines its sole discretion that the execution of any trade was the result of Orders being incorrectly processed by GTX SEF, or any other cause beyond the control of any Participant, then GTX SEF may (i) cancel such trade in all relevant Trading Accounts or (ii) in the event both Participants agree, correct and/or adjust such trade as agreed upon by the Participants.

RULE 516.B Prime Broker Trades

(a) A Participant that is a Counterparty to a Prime Broker Trade may request the cancellation of such Trade by sending a cancellation message to GTX SEF within 48 hours after execution of the Trade. The cancellation message must state the USI of the Prime Broker Trade, the name and contact information of the Prime Broker for the Trade and the reason for cancellation. If the Prime Broker confirms in writing to the cancellation of the Trade, and a Participant delivers the written agreement to GTX SEF within 48 hours of the execution of the Trade, GTX SEF will cancel the Trade if cancelling such Trade is required to maintain the integrity of the market on GTX SEF.

(b) A Prime Broker shall have the right to cancel any Prime Broker Trade (i) that is executed in excess of the Credit Limit established by the Prime Broker with respect to the Prime Broker Trade, (ii) because the Prime Broker Trade was executed by a Person that was not authorized by the Prime Broker, (iii) because the Prime Broker Trade was executed for an unauthorized product or (iv) cancellation of the Trade is required to maintain the integrity of the market on GTX SEF. The Prime Broker shall communicate the cancellation directly to GTX SEF within 4 hours after the execution of the Prime Broker Trade and indicate the reason for the cancellation. If GTX SEF determines that the cancellation satisfies the conditions of Rule 516.B(b), GTX SEF will cancel the Prime Broker Trade.

RULE 517. Withholding Orders Prohibited

Any Participant entering RFQs or Orders on GTX SEF for its Customers shall not withhold or withdraw from the market any RFQ or Order, or any part of an RFQ or Order, for the benefit of any Person other than the Customers. A Participant must enter immediately into GTX SEF all Orders or Requests for Quotes received from its Customers that are executable immediately. If a Participant cannot immediately enter into GTX SEF an Order or Request for Quote received from its Customer, the Participant must enter the Order or Request for Quote into GTX SEF as soon as practicable, and must immediately create an electronic record that includes the account identifier that relates to the Customer Account, time of receipt and terms of the Order or Request for Quote. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 517. A Participant, however, is responsible for any violation of this Rule 517 by its Authorized Traders.

RULE 518. Priority of Customers' Orders

No Participant shall enter an Order into GTX SEF for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority, including an Order allowing discretion as to time and price, when such Participant is in possession of any Order in the same Swap for a Customer for which it is acting as agent. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 518. A Participant, however, is responsible for any violation of this Rule 518 by its Authorized Traders.

RULE 519. Trading Against Customers' Orders Prohibited

No Participant in possession of a Customer's Order may knowingly take, directly or indirectly on or subject to the rules of GTX SEF, the opposite side of such Order for its own account, an account in which it has a direct or indirect financial interest, or an account over which it has discretionary trading authority. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 519. A Participant, however, is responsible for any violation of this Rule 519 by its Authorized Traders.

RULE 520. Disclosing Orders Prohibited

No Person shall disclose another Person's RFQ or Order to buy or sell except to a designated SEF Official or the CFTC, and no Person shall solicit or induce another Person to disclose RFQ or Order information. No Person shall take action or direct another to take action based on non-public RFQ or Order Information, however acquired. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 520. A Participant, however, is responsible for any violation of this Rule 520 by its Authorized Traders.

RULE 521. Cross-Trading Prohibited

No Participant in possession of two or more Orders of separate Customers of that Participant may knowingly execute any two such Orders against each other on or subject to the rules of GTX SEF. For the avoidance of doubt, with respect to Prime Broker Trades, a Prime Broker shall not be liable for any violations of this Rule 521. A Participant, however, is responsible for any violation of this Rule 521 by its Authorized Traders.

RULE 522. Execution of Orders on GTX SEF

(a) GTX SEF only offers transactions on or subject to the rules of GTX SEF that are "permitted transactions" as defined in CFTC Rule 37.9(c)(1) and does not offer transactions that are "required transactions" as defined in CFTC Rule 37.9(a)(1). Transactions may be executed on GTX SEF through the Order Book or Request for Quote functionality.

(b) Order Book

The Order Book allows Participants to (i) place bids and offers on the CLOB or (ii) execute against a bid or offer placed on the CLOB. A Participant must indicate if a bid or offer posted on an Order Book is firm or indicative. Both firm and indicative bids can be posted on the CLOB.

(c) Request for Quote Functionality

(i) The Request for Quote functionality of GTX SEF allows a Participant (the "**Requesting Participant**") to send an RFQ to any Participant that (x) is not the Requesting Participant or an Affiliate of or Controlled by the Requesting Participant and (y) is not an Affiliate of or Controlled by any other Participant receiving the same RFQ (a "**Recipient Participant**"), to which all such Recipient Participants may respond. An RFQ can be sent as a request for quote or as a request for streaming quote. GTX SEF does not exclude any group of Participants from receiving RFQs.

(ii) Together with the first bid or offer response from any Recipient Participant, GTX SEF will display to a Requesting Participant any firm Resting Quotes for the Swap indicated in the RFQ that are posted on the CLOB. GTX SEF will permit the Requesting Participant to execute against such firm Resting Quotes or the response to the RFQ from the Recipient Participant.

(iii) The RFQ functionality will provide each Participant with equal priority

in receiving RFQs and in transmitting and displaying for execution responsive Orders.

RULE 523. Trade Confirmations.

(a) GTX SEF will confirm each Trade at the same time as execution of the Trade. GTX SEF will provide each Counterparty with a Written record of all of the terms of the Trade which shall legally supersede any previous agreement and serve as confirmation of the transaction (a “**Confirmation**”) as soon as technologically practicable. A transaction will be deemed executed upon GTX SEF providing a Confirmation to each Counterparty as provided in this Rule 523.

(b) On the Confirmation, GTX SEF will

(i) provide USI for the Trade and DDR as the SDR where the trade is reported;

(ii) identify the Counterparty that is the Reporting Counterparty pursuant to CFTC Regulation 45.8, and notify each Counterparty or its agent if the Counterparty is a Reporting Counterparty, using the information provided by a Participant pursuant to Rule 524.A or 524.C; and

(iii) If each Counterparty has equal reporting status under CFTC Regulation 45.8, GTX SEF will designate the liquidity provider as the Reporting Counterparty. A “liquidity provider” is a Person that: (1) for RFQ, provided the response to an RFQ that led to the reported Trade; or (2) for an Order Book, provide the first quote that led to the reported Trade.

(c) A Confirmation shall, as required by CFTC Regulation 37.6(b), consist of the Trade Communication and the Terms Incorporated by Reference. In the event of any inconsistency between a Confirmation and the Terms Incorporated by Reference, the terms of the Confirmation legally supersede any contradictory terms and will state the same.

(d) In accordance with CFTC No-Action Letter 16-25, which expires on March 31, 2017 or the effective date of any changes in the applicable CFTC regulation, Participants entering into Non-Cleared Swaps on or subject to the rules of GTX SEF are not required to provide GTX SEF the Non-Cleared Swap Agreement(s) governing such Non-Cleared Swaps prior to entering into a Trade in a Non-Cleared Swap, but must provide copies of the Non-Cleared Swap Agreement(s) to GTX SEF upon request. Upon request from the CFTC, GTX SEF will request a Participant to provide copies of the applicable Non-Cleared Swap Agreement(s) and will provide such copies to the CFTC.

RULE 524. Order Entry Requirements

RULE 524.A. General

Each Authorized Trader entering an RFQ or Order with respect to any Swap traded on GTX SEF must include with the Order, as applicable:

- (i) the Trader ID;
- (ii) the Participant ID;
- (iii) the Legal Entity Identifier of the Participant or Account Manager placing the RFQ or Order, if available;
- (iv) the Counterparty's Legal Entity Identifier;
- (v) the Swap description or code;
- (vi) the price or yield, quantity, maturity or expiration date;
- (vii) the side of the Order;
- (viii) the CTI code;
- (ix) Trading Accounts and other relevant account(s);
- (x) a yes/no indication of whether the Counterparty is a Swap Dealer with respect to the Swap with respect to which the Order is placed;
- (xi) a yes/no indication of whether the Counterparty is a Major Swap Participant with respect to the Swap with respect to which the Order is placed;
- (xii) a yes/no indication of whether the Counterparty is a Financial Entity;
- (xiii) a yes/no indication of whether the Counterparty is a U.S. person;
- (xiv) a yes/no indication that a Swap is an inter-affiliate Swap that should not be subject to the real-time reporting requirements;
- (xv) if applicable, other terms required by GTX SEF;
- (xvi) if the Swap will be allocated:
 - a. an indication that the Swap will be allocated;
 - b. the Legal Entity Identifier of the Account Manager;
 - c. An indication of whether the swap is a post-allocation swap; and

- d. the USI of the original transaction between the Reporting Counterparty and the agent if the swap is a post-allocation swap.

RULE 524.B. Customer Type Indicator (CTI) Codes

Each Participant must identify each transaction submitted to GTX SEF with the correct customer type indicator code (a “CTI” code). The CTI codes are as follows:

CTI 1 – Transactions executed by a Participant for its own account, for an account it controls, or for an account in which it has an ownership or financial interest. Applies to Trades placed by Account Mangers and proprietary trades other than FCMs and Introducing Brokers.

CTI 2- Transactions executed for the Proprietary Account of a Participant. Applies to FCMs and Introducing Brokers trading for their Proprietary Accounts.

CTI 3- Orders that a Participant executes on behalf of another Participant, or for an account such other Participant controls or in which such other Participant has an ownership or financial interest.

CTI 4- Any transaction not meeting the definition of CTI 1, CTI 2 or CTI 3. Applies to Trades placed by FCMs and Introducing Brokers for their Customers and anything else.

RULE 524.C. Block Trades

All Trades executed in accordance with Rule 531, unless otherwise exempted by a Rule, must be in the form of a Written or electronic record and include (a) in the Order ticket all information required by Rule 524.A(a) and (b) a timestamp reflecting the date and time when the Order resulting in the Trade was executed and must identify the specific account(s) for which the Order was placed.

RULE 525. Position Limits

To reduce the potential threat of market manipulation or congestion, GTX SEF shall adopt for each of the contracts of the GTX SEF Platform, as is necessary and appropriate, position limitations or position accountability levels for speculators.

RULE 526. Pre-Execution Credit Screening

(a) In accordance with the SEF Prime Broker Agreement, the Prime Broker shall notify GTX SEF of the applicable credit parameters, including, without limitation, the permissible products, currency pairs, tenors, net open settlement or position limits and any other limits established by the Prime Broker on whose behalf such Participant is authorized to trade (a “Credit Limit”), as may be amended by the Prime Broker from time to time.

(b) Prior to submission of any Order, GTX SEF shall confirm the Order against the Credit Limit and, if the proposed Order is within the Credit Limit, GTX SEF shall submit the Order

for execution in accordance with Rule 522. If the Credit Limit is not met, the proposed Order shall not be submitted.

(c) GTX SEF shall not be responsible for any losses to a Participant or other Person arising from the Prime Broker's failure to adequately and appropriately monitor its Participants' Credit Limits.

RULE 527. Market Maker Program

GTX SEF may from time to time adopt, pursuant to Part 40 of CFTC Regulations, one or more programs under which one or more Participants may be approved and designated as market makers with respect to one or more Swaps in order to provide liquidity and orderliness in the market or markets for such Swap or Swaps. Any such program may provide for any or all of the following:

- (a) qualifications, including any minimum net capital requirements, that any such market maker must satisfy;
- (b) the procedure by which Participant may seek and receive designation as market holders;
- (c) the obligations of such market makers, including any applicable minimum bid and offer commitments;
- (d) the benefits accruing to such market makers, including priority in the execution of Trades effected by Participants, as approved by GTX SEF, in their capacity as market makers, reduced fees or the receipt of compensatory payments from GTX SEF;
- (e) the requirement that such designated market makers agree to abide by the Rules and are subject to the jurisdiction of GTX SEF; and
- (f) any pre-Trade transparency requirements that may apply to the best bid and offer prices and volumes of any such market makers.

RULE 528. Bunched Orders and Orders Eligible for Post-Execution Allocation

(a) Only the following categories of Participants may place a Bunched Order to be allocated post-execution on GTX SEF or that is subject to GTX SEF Rules:

(i) a commodity trading advisor registered with the CFTC pursuant to the Act or excluded or exempt from registration under the Act or the CFTC Regulations, except for entities exempt under CFTC Regulation 4.14(a)(3);

(ii) an investment adviser registered with the SEC pursuant to the Investment Advisers Act of 1940 or with a state pursuant to applicable state law or excluded or exempt from registration under the Investment Advisers Act of 1940 or applicable state law or rule;

- (iii) a bank, insurance company, trust company, or savings and loan association subject to federal or state regulation;
- (iv) a foreign adviser that exercises discretionary trading authority solely over the accounts of non-U.S. persons, as defined in CFTC Regulation 4.7(a)(1)(iv);
- (v) a Futures Commission Merchant registered with the CFTC pursuant to the Act;
- (vi) an Introducing Broker registered with the CFTC pursuant to the Act.

(b) Bunched Orders must be allocated and recorded in accordance with CFTC Regulation 1.35(b)(5) and the NFA's Interpretative Notice related to Compliance Rule 2-10, provided, however that:

- (i) the Order must be placed by an Account Manager for multiple accounts eligible for post-execution allocation;
- (ii) the Account Manager must provide post-Trade allocation information to GTX SEF for particular Trades, if GTX SEF, at the request of the CFTC or otherwise, requests such information; and
- (iii) in the course of a Trade practice surveillance or market surveillance investigation into any trading activity involving post-execution allocations, upon request by the CFTC, GTX SEF will ascertain whether a post-execution allocation was made, and if so, GTX SEF will request, obtain and review the post-execution allocation information as part of its investigation.

RULE 529. Orders Entered Prior to GTX SEF Opening

Participants are prohibited from sending any Request for Quote or Order or using the Order Book or any other facility of GTX SEF prior to the opening of the trading session.

RULE 530. Identification of Authorized Traders

Each Authorized Trader shall be identified to GTX SEF, in the manner prescribed by GTX SEF, and shall be subject to GTX SEF Rules. It is the duty of the Participant to ensure that Authorized Trader (and Trader ID) registration is current and accurate at all times. Each individual must use a Trader ID to access GTX SEF. In no event may a Person enter an Order or permit the entry of an Order by an individual using a user Trader ID other than the individual's own Trader ID.

RULE 531. Block Trades

(a) A Block Trade can be executed pursuant to the GTX SEF Rules, but outside GTX SEF, only in accordance with this Rule and in accordance with CFTC No-Action Letters 14-118, 15-60 and 16-74, which collectively expire on November 15, 2017 or the effective date of any changes in the applicable CFTC Regulation.

(b) Each buy or sell Order underlying a Block Trade must (1) state explicitly that it is to be, or may be, executed by means of a Block Trade, (2) be for at or above the Minimum Block Size listed in paragraph (k) of this Rule, each of which is the threshold established by the CFTC in Part 43.6 and the applicable appendices to Part 43 of the CFTC Regulations and (3) comply with any other applicable CFTC Regulations governing Block Trades.

(c) Each party to a Block Trade shall comply with all applicable GTX SEF Rules other than those which by their terms only apply to trading through GTX SEF.

(d) A Block Trade must be reported to GTX SEF. Block Trades must be reported to GTX SEF by one Counterparty (or a Participant acting on behalf of such Counterparty) and confirmed by the other Counterparty (or a Participant acting on behalf of such Counterparty) as soon as practicable after execution, but may not be submitted any later than 10 minutes after the execution of the Block Trade.

(e) GTX SEF will review the information submitted by the Participant(s) for the Block Trade and will report the Block Trade to DDR as required by Part 43 and Part 45 of the CFTC Regulations. A Participant that executes a Bunched Order as a Block Trade must comply with Rule 524.C. A Participant that executes a Bunched Order as a Block Trade must provide GTX SEF with the allocation information as soon as practicable.

(f) Block Trades shall not trigger unexecuted Orders.

(g) Each Participant that is a party to a Block Trade or execute a Block Trade on behalf of its Accounts or Customers must comply with the Recordkeeping Requirement set forth in Rule 409.A. Upon request by GTX SEF, such Participant shall produce satisfactory evidence that the Block Trade meets the requirements set forth in this Rule 531.

(h) Any Block Trade in violation of these requirements shall constitute conduct which is inconsistent with just and equitable principles of trade.

(i) The aggregation of Orders for different accounts in order to satisfy the Minimum Block Trade size is permissible only by a Person who is a Qualified Account Manager.

(j) A Qualified Account Manager transacting an aggregated Block Trade on behalf of any other Person must receive prior Written instructions or consent from the other Person to do so. Such instruction or consent may be provided in the power of attorney or similar document by which the other Person provides the Person with discretionary trading authority to direct the trading in its account.

(k) List of Minimum Block Sizes for currency pairs traded on GTX SEF:

Currency Pair	Minimum Block Size
KRW / USD	KRW 6,250,000,000

RMB (CNY) / USD	RMB 50,000,000
BRL / USD	BRL 5,000,000
RUB / USD	RUB 125,000,000
IDR / USD	0
INR / USD	0
MYR / USD	0
PHP / USD	0
TWD / USD	0
ARS / USD	0
CLP / USD	0
COP / USD	0
PEN / USD	0

RULE 532. Reporting to DDR

(a) GTX SEF will report each Trade to DDR as its SDR as soon as technologically practicable after the execution of such Trade. For Non-Cleared Swaps, GTX SEF will report all swap transaction and pricing data required by Part 43 of the CFTC Regulations and all required swap creation data required by and as defined in §45.1 of the CFTC Regulations, and for its reporting of confirmation data, GTX SEF will rely on CFTC No-Action Letter 16-25 during the effectiveness of the letter to report the confirmation data that is readily available and collected by GTX SEF.

(b) (i) The required swap creation data required by §45.3 and swap continuation data required by §45.4 will be reported to DDR as soon as technologically practicable after execution. GTX SEF will report to the Counterparties:

- (1) that DDR is the SDR to which GTX SEF reports required swap creation data; and
- (2) the USI for the swap created pursuant to §45.5; and

(ii) Thereafter, GTX SEF shall report all required swap creation data and the Reporting Counterparty shall report all required swap continuation data to DDR for each Trade.

(c) The Reporting Counterparty designated in accordance with subsection (b) of Rule 523 shall comply with all reporting obligations set forth in Part 43 and 45 of the CFTC Regulations applicable to a Reporting Counterparty, including, but not limited to, reporting trade allocations. The reporting obligation includes a requirement on swap counterparties to provide sufficient information to GTX SEF to enable GTX SEF to report all required swap creation data as provided in Part 45.

(d) The Reporting Counterparty will be identified using the information obtained pursuant to Rule 524.A (pursuant to the CEA and §45.8) whenever possible. Currently, GTX SEF only allows FX product trades on its SEF. To identify any Reporting Counterparties, GTX SEF shall use the rule as identified in Rule 523(b) to determine the Reporting Counterparty. If GTX SEF cannot identify the Reporting Counterparty from the information available as specified in Rule 524.A, GTX SEF shall:

(i) Notify each counterparty, as soon as technologically practicable after execution of the swap, that the Reporting Counterparty cannot be identified, and, if applicable, that neither counterparty is a U.S. person; and

(ii) Transmit to each counterparty the LEI (or substituted identifier as provided in this section) of the other counterparty.

(iii) To identify any Reporting Counterparties, GTX SEF shall use the rules as identified in Rule 523(b).

(e) GTX SEF shall submit corrected data to DDR whether (i) GTX SEF learns of an error or omission from the Reporting Counterparty; (ii) GTX SEF itself discovers the error or omission; or (iii) GTX SEF learns of such error or omission from any source other than the Reporting Counterparty.

(f) A Participant must provide sufficient information to GTX SEF to enable GTX SEF to report all required swap creation data as provided in Part 45.

(g) GTX SEF will require the actual notional or principal amount of a Block Trade to be reported to GTX SEF as set forth in Section 43.4(f)(2)(ii) of the CFTC Regulation.

(h) A Participant that is a Reporting Counterparty or the Account Manager or broker for a Reporting Counterparty may instruct GTX SEF to report a Trade executed pursuant to Rule 531 as a “block trade” for purposes of Part 43 of CFTC Regulations.

(i) If a Participant wishes a Trade described in Rule 532(h) to be publicly disseminated on a delayed basis as provided in Part 43 of the CFTC Regulations and otherwise treated as a Block Trade, the Participant shall designate each such Trade above the Minimum Block Size as a Block Trade. GTX SEF will report to DDR each such Trade above the Minimum Block Size as a Block Trade when transmitting each such Trade and the swap transaction and pricing data to DDR in accordance with CFTC Regulation §43.3(b)(1).

(j) Unless otherwise specified in Part 43, when the Minimum Block Size or cap size is denominated in a currency other than U.S. dollars, Participants may use a currency exchange rate that is widely published within the preceding two Business Days from the date of execution of the swap transaction in order to determine such qualification.

(k) A Counterparty that is a Reporting Counterparty, or an Account Manager or broker for a Reporting Counterparty shall review the Confirmation as soon as technologically practicable

upon the transmission of the Confirmation to the Counterparty. The non-Reporting Counterparty shall report any errors in such Confirmation to the Reporting Counterparty as soon as technologically practicable. The Reporting Counterparty shall report all errors in such Confirmation to GTX SEF as soon as technologically practicable after finding or being made aware of any error or omission in the data as reported and/or maintained by DDR. GTX SEF shall then submit the corrected data to DDR.

(l) GTX SEF and any of its Participants shall not submit or agree to submit a cancellation or correction for the purpose of re-reporting a Swap transaction and the swap transaction and pricing data in order to gain or extend a delay in public dissemination of accurate Swap transaction and pricing data or to otherwise evade the reporting requirements in Part 43 of the CFTC Regulations.

(m) For any pre-allocation swaps executed on or pursuant to the rules of GTX SEF, GTX SEF shall include the USI in the required swap creation data reported to DDR, and transmit the USI to the Reporting Counterparty and to the agent.

RULE 533. Cleared Swaps

At this time, GTX SEF does not permit Trades that are subject to mandatory clearing nor does GTX SEF permit voluntary clearing of Trades.

RULE 534. Non-Cleared Swaps

A Participant may not place an Order or send or respond to an RFQ with respect to a Swap unless there is a Non-Cleared Swap Agreement between the Participant and the prospective Counterparty to such Swap. Both Participants involved in execution of a Non-Cleared Swap (whether in a principal capacity or in their capacity as agents on behalf of their respective Accounts or Customers) shall comply with Order entry requirements for Swaps that are Non-Cleared Swaps that GTX SEF shall establish from time to time.

RULE 535. Risk Controls

(a) GTX SEF reserves the right to modify, adjust or cancel any Trade, including Block Trades, that GTX SEF determines in its sole discretion to be unlawful, off market, the result of error, or otherwise incompatible with these GTX SEF Rules, the User Agreement or the efficient and secure operation of GTX SEF, including, but not limited to, excessive electronic traffic sent by any Participant, Account Manager, Authorized Trader or Supervised Person, to GTX SEF.

(b) GTX SEF reserves the right to modify, adjust or cancel any Trade, including Block Trades, when such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the Platform or by system defects without unduly interfering with the market's price discovery function.

(c) GTX SEF shall have the right in its sole discretion to cancel Trades executed at prices outside the No-Bust Range. "**No-Bust Range**" means the price of a Swap that is no more than a set number of "pips" (as such term is commonly understood in the foreign exchange

marketplace) from the determination of the fair market value by GTX SEF. The number of pips for the currency pairs available are set forth in the table below:

Currency Pair	Pips
USD/ARS	100
USD/BRL	250
USD/CLP	100
USD/CNY	750
USD/COP	250
USD/IDR	1000
USD/INR	750
USD/KRW	250
USD/MYR	500
USD/PEN	500
USD/PHP	500
USD/RUB	500
USD/TWD	500

(d) Notwithstanding any other provisions of this Rule, GTX SEF may modify or adjust Trade prices or cancel any Trade if GTX SEF determines that allowing the trade to stand as executed may have a material, adverse effect on the integrity of the market.

(e) GTX SEF shall have the right to take any action to reduce the potential of market disruption, including, but not limited to, market restrictions that pause or halt trading in market conditions prescribed by GTX SEF. In the event that there is a market condition that requires GTX SEF to pause or halt trading, GTX SEF would treat this as an Emergency and the Emergency procedures set forth in Rule 212 must be followed. Examples of such market conditions may include (but are not limited to): severe market volatility; trading activity in foreign markets that would have a significant impact on the U.S. markets; and foreign government announcements that may affect the FX market.

(f) GTX SEF shall have the right to choose from among risk controls that include: pre-Trade limits on order size, price collars or bands around the current price, message throttles, daily price limits, and intraday position limits related to financial risk, or design other types of controls, as well as clear error-trade and order-cancellation policies. Within the specific array of controls that are selected, GTX SEF may set the parameters for those controls, so that the specific parameters are reasonably likely to serve the purpose of preventing market disruptions and price distortions.

(g) If a Swap affected by any action of GTX SEF under this Rule 535 is fungible with, linked to, or a substitute for, other Swaps on GTX SEF, GTX SEF may apply the same action to any such other Swaps.

(h) If a Swap is fungible with, linked to or a substitute for a financial instrument

trading on another trading venue, including any trading venue regulated by the SEC (a “**Linked Swap**”), and such other trading venue placed risk controls on such financial instrument, GTX SEF shall have the right to place similar risk controls on the Linked Swap.

RULE 536. Prime Broker Trades

- (a) Participants may execute Prime Broker Trades on or pursuant to the rules of GTX SEF in accordance with the provisions of this Rule 536, in addition to otherwise applicable provisions of this Rulebook.
- (b) Each Prime Broker has a unique ID that identifies the Prime Broker for all trading under that particular ID.
- (c) Prior to negotiating any Prime Broker Trade on or pursuant to the rules of GTX SEF, a Participant must have in place a Non-Cleared Swap Agreement. A Prime Broker is not a Participant.
- (d) When a Participant executes a Prime Broker Trade subject to the Rules of GTX SEF, GTX SEF will notify the Prime Broker as soon as technologically possible of each Prime Broker Trade executed pursuant to the Rules of GTX SEF to which the Prime Broker is a Counterparty, and provide to the Prime Broker the Confirmation for the Prime Broker Trade issued by GTX SEF.
- (e) Each Prime Broker shall maintain appropriate Credit Limits as per Rule 526a).

RULE 537. Fee Schedule

GTX SEF shall charge a pre-arranged commission fee based upon volume traded through GTX SEF by each Participant executing a transaction with GTX SEF. GTX SEF shall publish such fee schedule, as amended from time to time pursuant to the procedures specified in Part 40 of the Act. GTX SEF may charge Participants different rates based upon volume transacted with GTX SEF as a means to increase GTX SEF’s volume in certain products identified in such fee schedule. Increased volume creates more liquidity which attracts more Participants to GTX SEF and benefits all Participants transacting such products.

CHAPTER 6. DISCIPLINARY RULES

RULE 601. General

- (a) Any Person is subject to this Chapter 6 if it is alleged to have violated, to have aided and abetted a violation, to be violating, or to be about to violate, any GTX SEF Rule or any provision of Applicable Law for which GTX SEF possesses disciplinary jurisdiction.
- (b) GTX SEF, through the Compliance Department and the Disciplinary Panel and the Appeals Panels, will conduct inquiries, investigations, disciplinary proceedings, and summary impositions of fines, summary suspensions or other summary actions in accordance with this Chapter 6.

(c) No SEF Official will interfere with or attempt to influence the process or resolution of any inquiry, investigation, disciplinary or appeals proceeding, summary imposition of fines, summary suspension or other summary action. No Director will interfere with or attempt to influence the process or resolution of any inquiry, investigation, disciplinary or appeals proceeding and summary imposition of fines, summary suspension or other summary action, except to the extent provided under the GTX SEF Rules with respect to a proceeding in which the Director is a member of the relevant panel.

(d) Any Person that directly or indirectly effects a transaction on GTX SEF may be represented by counsel during any inquiry, investigation, disciplinary or appeals proceeding, summary imposition of fines, summary suspension or other summary actions pursuant to this Chapter 6.

(e) Pursuant to this Chapter 6, GTX SEF may hold a Participant liable for, and impose sanctions against such Participant, for such Participant's own acts and omissions that constitute a violation as well as for the acts and omissions of each (i) Authorized Trader of such Participant, (ii) Supervised Person of such Participant, (iii) other Person using the Trader ID or login credentials linked to the Participant or Participant ID, or (ii) other agent or representative of such Participant, in each case, that constitute a violation as if such violation were that of the Participant.

(f) Pursuant to this Chapter 6, GTX SEF may hold an Authorized Trader liable for, and impose sanctions against him or her, for such Authorized Trader's own acts and omissions that constitute a violation as well as or for the acts and omissions of any other agent or representative of such Authorized Trader that constitute a violation as if such violation were that of this Authorized Trader.

(g) Pursuant to this Chapter 6, GTX SEF may review an appeal by any applicant of GTX SEF's decision to deny or otherwise limit Trading Privileges or Trading Access of such applicant pursuant to the GTX SEF Rules; provided, however, that any such decision by GTX SEF to deny or otherwise limit applicant's Trading Privileges or Trading Access shall continue in effect during such review.

(h) A Person subject to a disciplinary or appeals proceeding (and any counsel or representative of such Person) and the Compliance Department and/or the Chief Compliance Officer (and any counsel or representative of the Compliance Department including any Regulatory Service Provider and Disciplinary Panel or Appeals Panel) shall not knowingly make or cause to be made an ex parte communication relevant to the merits of a disciplinary or appeals proceeding to any member of the Disciplinary Panel or Appeals Panel hearing such proceeding. Members of a Disciplinary Panel or Appeals Panel shall not knowingly make or cause to be made an ex parte communication relevant to the merits of a disciplinary or appeals proceeding to any Person subject to such proceeding (and any counsel or representative of such Person) and the Compliance Department (and any counsel or representative of the Compliance Department). Any Person who receives, makes or learns of any communication which is prohibited by this rule shall promptly give notice of such communication and any response thereto to the Compliance Department and all parties to the proceeding to which the

communication relates. A Person shall not be deemed to have violated this Rule if the Person refuses an attempted communication concerning the merits of a proceeding as soon as it becomes apparent the communication concerns the merits.

RULE 602. Inquiries and Investigation

(a) The Compliance Department, with the assistance of a Regulatory Service Provider, if necessary, will conduct inquiries and, if applicable, investigations with respect to any matter within GTX's disciplinary jurisdiction of which it becomes aware or which the CFTC requests GTX SEF to investigate. The Compliance Department will commence an investigation upon receipt of a request from the CFTC staff or upon the discovery or receipt of information by GTX that indicates a reasonable basis for finding that a violation may have occurred or will occur. Subject to the previous sentence, the Compliance Department will determine the nature and scope of its inquiries and investigations within its sole discretion and will function independently of any commercial interests of GTX SEF. Unless directed otherwise by the CFTC, the Compliance Department's investigation must be completed within 12 months of the date when the Compliance Department commenced its investigation unless there are mitigating factors that may reasonably justify an investigation taking longer than 12 months, including the complexity of the investigation, the number of Participants or individuals involved as potential wrongdoers, the number of potential violations to be investigated, and the volume of documents and data to be examined and analyzed by the Compliance Department.

(b) With respect to SEF Activity on GTX SEF, the Compliance Department has the authority to:

- (i) initiate and conduct inquiries and investigations;
- (ii) prepare investigation reports and make recommendations concerning initiating disciplinary proceedings;
- (iii) prosecute alleged violations within GTX SEF's disciplinary jurisdiction; and
- (iv) represent GTX SEF on summary imposition of fines, summary suspension or other summary action.

(c) Each market participant, Account Manager, Authorized Trader, Supervised Person, Customer or Account:

- (i) is obligated to appear and testify and respond in Writing to interrogatories within the time period required by the Compliance Department in connection with: (A) any GTX SEF Rule; (B) any inquiry or investigation; or (C) any preparation by and presentation during a disciplinary or appeals proceeding, summary imposition of fines, summary suspension or other summary action by GTX SEF;
- (ii) is obligated to produce books, records, papers, documents or other tangible evidence in its, his or her possession, custody or control within the time period

required by the Compliance Department in connection with: (A) any GTX SEF Rule; (B) any inquiry or investigation; or (C) any preparation by and presentation during a disciplinary or appeals proceeding, summary imposition of fines, summary suspension or other summary action by GTX SEF; and

(iii) may not impede or delay any inquiry, investigation, disciplinary or appeals proceeding, summary imposition of fines, summary suspension or other summary action.

RULE 603. Reports of Investigations

(a) The Compliance Department will maintain a log of all investigations and their disposition. The Compliance Department will prepare a Written report of each investigation, regardless of whether the evidence gathered during any inquiry or investigation forms a reasonable basis to believe that a violation within GTX SEF's jurisdiction has occurred or is about to occur or whether the evidence gathered results in closing the matter without further action or through summary action.

(b) Any Written report of investigation will include the reasons for initiating the investigation (including a summary of the complaint, if any), all relevant facts and evidence gathered, staff analysis, conclusions and the recommendation of the Compliance Department. The report must also include the Participant's disciplinary history at GTX SEF, including copies of the warning letters.

(c) For each potential respondent, the Compliance Department will recommend either (i) closing the investigation without further action, (ii) summary action, (iii) resolving the investigation through an informal disposition, including the issuance of a warning letter or (iv) initiating disciplinary proceedings. An informal disposition (including the issuance of a warning letter) will not constitute a finding of a violation or a sanction.

RULE 604. Opportunity to Respond to Investigation Report

(a) After completing its investigation report, the Compliance Department may, upon approval of the Chief Compliance Officer, notify each potential respondent that the Compliance Department has recommended formal disciplinary charges against the potential respondent.

(b) The Compliance Department may allow a potential respondent to propose a settlement of the matter or to submit a Written statement explaining why a disciplinary proceeding should not be instituted or one or more of the potential charges should not be brought. The potential respondent shall submit such Written statement within the time limit established by the Compliance Department.

RULE 605. Review of Investigation Reports

(a) The Chief Compliance Officer will review promptly each completed investigation report and any Written statement provided by the potential respondent pursuant to Rule 604 to determine whether a reasonable basis exists for finding that a violation of GTX SEF Rules

within GTX SEF's jurisdiction has occurred or is about to occur. Within 30 days of receipt of the investigation report the Chief Compliance Officer must take one of the following actions:

(i) If the Chief Compliance Officer determines that additional investigation or evidence is needed to decide whether a reasonable basis exists to find that a violation of GTX SEF Rules within GTX SEF's jurisdiction has occurred or is about to occur, the Chief Compliance Officer will promptly direct the Compliance Department to do at least one of the following:

(A) conduct further investigation; and/or

(B) gather any necessary new or additional information or evidence from the potential respondents.

(ii) The Compliance Department will revise the investigation report as necessary to reflect the additional information gathered pursuant to paragraph (a) and will resubmit a revised proposed investigation report to the Chief Compliance Officer.

(b) After receiving completion of an investigation, the Chief Compliance Officer will determine for each potential respondent whether to authorize:

(i) the commencement of disciplinary proceedings because a reasonable basis exists to believe that a violation GTX SEF Rules within GTX SEF's jurisdiction has occurred or is about to occur and adjudication is warranted;

(ii) the informal disposition of the investigation because disciplinary proceedings are unwarranted, in which case the Chief Compliance Officer shall provide a Written explanation which must set forth the facts and analysis supporting the decision; or

(iii) the closing of the investigation without any action because no reasonable basis exists to believe that a violation of GTX SEF Rules within GTX SEF's jurisdiction has occurred or is about to occur in which case the Chief Compliance Officer shall provide a Written explanation including the facts and analysis supporting the decision to the Compliance Department.

(c) In the event of a conflict of interest with any disciplinary action or investigation, whether real or perceived, the Chief Compliance Officer may recuse himself/herself and appoint a review panel to assume the Chief Compliance Officer's duties and responsibilities of this Rule 605.

RULE 606. Warning Letters

(a) The Chief Compliance Officer may issue a warning letter without the approval of a Disciplinary Panel in order to close an inquiry or investigation administratively.

(b) No more than one warning letter may be issued to the same Person or entity for the

same Rule violation within a rolling 12-month period.

(c) Warning letters must contain an affirmative finding that a Rule violation has occurred.

RULE 607. Notice of Charges

(a) If the Chief Compliance Officer authorizes disciplinary proceedings pursuant to Rule 605(b)(i), the Chief Compliance Officer will prepare, and serve in accordance with Rule 608, a Notice of Charges.

(b) A Notice of Charges will:

(i) state the acts, practices or conduct that the respondent is alleged to have engaged in;

(ii) state the GTX SEF Rule or provision of Applicable Law alleged to have been violated or about to be violated;

(iii) state the proposed sanctions;

(iv) advise the respondent of its right to a hearing;

(v) state the period of time within which the respondent can request a hearing on the Notice of Charges, which will not be less than 20 days after service of the Notice of Charges;

(vi) advise the respondent that any failure to request a hearing within the period stated, except for good cause, will be deemed to constitute a waiver of the right to a hearing;

(vii) advise the respondent that any allegation in the Notice of Charges that is not expressly denied will be deemed to be admitted; and

(viii) advise the respondent of its right to be represented by legal counsel or any other representative of its choosing in all succeeding stages of the disciplinary process.

RULE 608. Service of Notice of Charges

Any Notice of Charges or other documents contemplated to be served pursuant to this Chapter 6 may be served (and service shall be deemed complete) upon the respondent either personally or by tracked delivery via reputable overnight courier, or by deposit in the United States mail, postage prepaid, via registered or certified mail addressed to the respondent at the address at the respondent's last known address as it appears on the books and records of GTX SEF.

RULE 609. Answer to Notice of Charges

(a) If the respondent determines to answer a Notice of Charges, the respondent must file answers within 20 days after being served with such notice, or within such other time period determined appropriate by the Chief Compliance Officer.

(b) To answer a Notice of Charges, the respondent must in Writing:

- (i) specify the allegations that the respondent denies or admits;
- (ii) specify the allegations that the respondent does not have sufficient information to either deny or admit;
- (iii) specify any specific facts that contradict the Notice of Charges;
- (iv) specify any affirmative defenses to the Notice of Charges; and
- (v) sign and serve the answer on the Chief Compliance Officer.

(c) Any failure by the respondent to timely serve an answer to a Notice of Charges will be deemed to be an admission to the allegations in such notice. Any failure by the respondent to answer one or more allegations in a Notice of charges will be deemed to be an admission of that allegation or those allegations. Any allegation in a Notice of Charges that the respondent fails to expressly deny will be deemed to be admitted. A statement of a lack of sufficient information shall have the effect of a denial of an allegation. A general denial by the respondent, without more, will not satisfy the requirements of paragraph (b) above.

RULE 610. Admission or Failure to Deny

If respondent admits or fails to deny any of the charges, the Chief Compliance Officer may find that the violations alleged in the Notice of Charges for which the respondent admitted or failed to deny any of the charges have been committed. The Chief Compliance Officer then must take the following action:

- (i) Impose a sanction for each violation found to have been committed;
- (ii) Notify the respondent in Writing of any sanction to be imposed and advise the respondent that it may request a hearing on such sanction within a specified period of time;

If a respondent fails to request a hearing within 20 days as specified in the notice, the respondent will be deemed to have accepted the sanction and will have waived any right to appeal such sanctions.

RULE 611. Denial of Charges and Right to a Hearing

In every instance where a respondent has denied a charge, the respondent shall have the right to request a hearing before the Disciplinary Panel. Except for good cause, the hearing must be

limited to only those denied charges for which a hearing has been requested.

RULE 612. Settlements

(a) A respondent or potential respondent may at any time after the investigation report is complete propose in Writing an offer of settlement to anticipated or instituted disciplinary proceedings. Any offer of settlement should contain proposed findings and sanctions and be signed by the respondent or potential respondent and submitted to the Disciplinary Panel. A respondent or potential respondent may offer to settle disciplinary proceedings without admitting or denying the findings contained in the order of the disciplinary proceedings but must accept the jurisdiction of GTX SEF over it and over the subject matter of the proceedings and consent to the entry of the findings and sanctions imposed.

(b) If a respondent submits an offer of settlement in accordance with paragraph (a) above, the Chief Compliance Officer will forward the offer to the Disciplinary Panel with a recommendation on whether to accept or reject the offer. The respondent may withdraw such offer of settlement at any time before acceptance by the Disciplinary Panel, but may not withdraw such offer at any time after acceptance by the Disciplinary Panel.

(c) The Disciplinary Panel must review an offer of settlement within 90 Business Days after the receipt of the offer of settlement by the Chief Compliance Officer unless an extension was agreed by the respondent in Writing. The Disciplinary Panel may review the offer of settlement and determine whether to accept or reject the offer in person, by means of telephone conference or in Writing.

(d) The Disciplinary Panel may accept the offer of settlement, but may not alter the terms of a settlement offer unless the respondent agrees.

(e) If an offer of settlement is accepted by the Disciplinary Panel, it shall issue a Written decision specifying:

(i) the Rule violations it has reason to believe were committed, including the basis or reasons of its conclusions;

(ii) any sanction to be imposed, which must include full customer restitution where customer harm has been demonstrated; and

(iii) if applicable, that the respondent has accepted the sanctions imposed without either admitting or denying the Rule violations.

(f) In the event that the Disciplinary Panel accepts an offer of settlement without the agreement of the Compliance Department, the Written decision must adequately support such acceptance.

(g) If an offer of settlement is accepted and the related Written decision becomes final, the respondent's submission of the offer will be deemed to constitute a waiver of the right to

notice, opportunity for a hearing and review and appeal under these Rules.

(h) If an offer of settlement of a respondent is not accepted by the Disciplinary Panel, fails to become final or is withdrawn by the respondent or potential respondent, the matter will proceed as if the offer had not been made and the offer and all documents relating to it will not become part of the record. Neither a respondent nor the Compliance Department may use an unaccepted offer of settlement as an admission or in any other manner at a hearing of disciplinary proceedings.

RULE 613. Disciplinary Panel

(a) The Disciplinary Panel is responsible for adjudicating disciplinary cases pursuant to a Notice of Charges authorized by the Chief Compliance Officer.

(b) Each Disciplinary Panel shall be composed of three individuals selected by the Chief Compliance Officer.

(c) A respondent may seek to disqualify any individual on the Disciplinary Panel for the reasons identified in GTX SEF Rules or for any other reasonable grounds, by serving Written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the respondent will be deemed to have waived any objection to the composition of a Disciplinary Panel. The Chief Compliance Officer of GTX SEF will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.

RULE 614. Convening Hearings of Disciplinary Proceedings

(a) All disciplinary proceedings (except for summary impositions of fines pursuant to Rule 621) will be conducted at a hearing before the Disciplinary Panel. A hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Disciplinary Panel may appoint an expert to attend any hearing and assist in deliberations if such expert agrees to be subject to an appropriate confidentiality agreement.

(b) After reasonable notice to each respondent, the Disciplinary Panel will promptly convene a hearing to conduct the disciplinary proceedings with respect to such respondent. Parties to a disciplinary proceeding include each respondent and the Compliance Department.

(c) The chairperson of the Disciplinary Panel may continue, adjourn or otherwise conduct the hearing, as he or she may deem appropriate. The chairperson of the Disciplinary Panel will determine all procedural and evidentiary matters, including the admissibility and relevance of any evidence proffered. In determining procedural and evidentiary matters, the chairperson of the Disciplinary Panel will not be bound by any evidentiary or procedural rules or law. Once admitted during the hearing, the Disciplinary Panel may consider, and attach the

weight it believes appropriate to, evidence or other materials. The Chief Compliance Officer of GTX SEF, or its designee, will provide guidance to the chairperson of the Disciplinary Panel on the conduct of the hearing.

(d) Except for procedural and evidentiary matters decided by the chairperson of the Disciplinary Panel pursuant paragraph (c) above and Rule 616, unless each respondent otherwise consents, the entire Disciplinary Panel must be present during the entire hearing and any related deliberations.

RULE 615. Respondent Review of Evidence

(a) Prior to the commencement of a Disciplinary Panel hearing, each respondent will be given the opportunity to review all books, records, documents, papers, transcripts of testimony and other tangible evidence in the possession or under the control of GTX SEF that the Compliance Department will use to support the allegations and proposed sanctions in the Notice of Charges or which the chairperson of the Disciplinary Panel deems relevant to the disciplinary proceedings. Notwithstanding the foregoing, no respondent will have the right to review, and GTX SEF may withhold documents that:

- (i) are privileged or constitute attorney work product;
- (ii) were prepared by and employee of GTX SEF but will not be offered as evidence in the disciplinary proceedings;
- (iii) may disclose a technique or guideline used in examinations, investigations or enforcement proceedings; or
- (iv) disclose the identity of a confidential source.

(b) If any books, records, documents, papers, transcripts of testimony, or other tangible evidence contain information that could adversely affect the competitive position of the Person providing the information or if such information might compromise other investigations being conducted by the Compliance Department, the Compliance Department may redact, edit or code such information before furnishing it to the respondent.

(c) Notwithstanding anything in paragraph (b) above to the contrary, the Compliance Department:

- (i) will not redact, edit or code competitive or investigative information contained in documents in a manner that would impair the respondent's ability to defend against the allegations or proposed sanctions in the notices of charges, and
- (ii) will provide the respondent with access to the information and portions of the documents that the Compliance Department intends to rely on to support the allegations or proposed sanctions in the Notice of Charges.

(d) For purposes of this Rule 615, information that could adversely affect competitive

positions include positions in Swaps currently held, trading strategies employed in establishing or liquidating positions, the identity of any Participant or Authorized Trader and the personal finances of the Person providing the information.

RULE 616. Conducting Hearings of Disciplinary Proceedings

At a hearing conducted in connection with any disciplinary proceedings, the Compliance Department will present its case supporting the allegations and proposed sanctions in the Notice of Charges to the Disciplinary Panel. If a respondent has timely filed an answer to the Notice of Charges in accordance with Rule 609, the respondent is entitled to attend and participate in the hearing.

(a) At a hearing conducted in connection with any disciplinary proceedings, the Disciplinary Panel or the Compliance Department and each respondent may:

(i) present evidence and facts determined relevant and admissible by the chairperson of the Disciplinary Panel;

(ii) call and examine witnesses; and

(iii) cross-examine witnesses called by other parties.

(b) Any Person within GTX SEF's jurisdiction who is called as a witness must participate in the hearing and produce evidence. GTX SEF will make reasonable efforts to secure the presence of all other Persons called as witnesses whose testimony would be relevant.

(c) If the respondent fails to file an answer, has filed a general denial, or if any or all of the allegations in the Notice of Charges are not expressly denied in the respondent's answer, the chairperson of the Disciplinary Panel may limit evidence concerning any allegations not expressly denied in determining the sanctions to impose. If a respondent fails to file an answer but appears at the hearing, the respondent may not participate in the hearing (by calling or cross examining witnesses, testifying in defense, presenting evidence concerning the Notice of Charges, or otherwise) unless the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer. If the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer, the Disciplinary Panel will adjourn the hearing and direct the respondent to promptly file a Written answer in accordance with Rule 609.

(d) Any Person entitled, or required or called upon, to attend a hearing before a Disciplinary Panel pursuant to paragraph (a)(ii) above will be given reasonable notice, confirmed in Writing, specifying the date, time and place of the hearing, and the caption of the disciplinary proceedings. GTX SEF will require all market participants (that are individuals), Customers, Account Managers, Authorized Traders and Supervised Persons that are called as witnesses to appear at the hearing and produce evidence. GTX SEF will make reasonable efforts to secure the presence of all other Persons called as witnesses whose testimony would be relevant.

(e) If during any disciplinary proceedings the Disciplinary Panel determines that a reasonable basis exists to believe that the respondent violated or is about to violate a GTX SEF Rule or a provision of Applicable Law other than the violations alleged in the Notice of Charges, the Disciplinary Panel may consider those apparent violations after providing the respondent with an opportunity to answer the additional allegations in accordance with Rule 609. In connection with considering apparent violations pursuant to this paragraph (e), the Disciplinary Panel may request that the Compliance Department provide the Disciplinary Panel with any additional information.

(f) The Disciplinary Panel may summarily impose sanctions on any market participant, Account Manager, Authorized Trader or Supervised Person that impedes or delays the progress of a hearing.

(g) GTX SEF will arrange for any hearing conducted in connection with disciplinary proceedings to be recorded hearing verbatim, or substantially verbatim, in a manner capable of accurate transcription. If the respondent requests a copy of all or portions of the recording of a hearing, the chairperson of the Disciplinary Panel may within his or her sole discretion order the respondent to pay the costs for transcribing the recording of the hearing.

(h) No interlocutory appeals of rulings of any Disciplinary Panel or chairperson of the Disciplinary Panel are permitted.

(i) If the respondent has requested a hearing, a copy of the hearing will be made and will become a part of the record of the proceeding. The record will be one that is capable of being accurately transcribed; however, it will not be transcribed unless the transcript is requested by the CFTC or the respondent. The cost of transcribing the record of the hearing will be borne by the respondent who requests the transcript or whose application for the CFTC review of the disciplinary action has been granted. In all other instances, the cost of transcribing the record will be borne by GTX SEF.

(j) Sanctions may be summarily imposed upon any person within GTX SEF's jurisdiction whose actions impede the progress of a hearing.

RULE 617. Decision of Disciplinary Panel

(a) As promptly as reasonable following a hearing, the Disciplinary Panel will issue an order rendering its decision based on the weight of the evidence contained in the record of the disciplinary proceedings. A decision by a majority of the Disciplinary Panel will constitute the decision of the Disciplinary Panel.

(b) The order of the disciplinary or appeals proceedings will become final upon the expiration of 20 days after the order is served on the respondent and a copy thereof is provided to the Compliance Department.

(c) Promptly following a hearing conducted in accordance with the GTX SEF Rules,

the Disciplinary Panel shall render a Written decision based upon the weight of the evidence contained in the record of the proceeding and shall provide a copy to the respondent. The decision shall include:

- (i) the Notice of Charges or a summary of the charges;
- (ii) the answer, if any, or a summary of the answer;
- (iii) a summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the investigation report;
- (iv) a statement of findings and conclusions with respect to each charge, and a complete explanation of the evidentiary and other basis for such findings and conclusions with respect to each charge;
- (v) an indication of each specific Rule that the respondent was found to have violated;
- (vi) a declaration of all sanctions imposed against the respondent, including the basis for such sanctions and the effective date of such sanctions; and
- (vii) a statement informing the respondent that, within thirty days of rendering the Written decision by the Disciplinary Panel, GTX SEF shall provide a Written notice of such action to the CFTC. The CFTC may, in its discretion and in accordance with such standards and procedures as it deems appropriate, review the Written decision of the Disciplinary Panel. In addition, the CFTC may, in its discretion and upon application of any Person adversely affected by the GTX SEF action, review such action.

(d) Upon rendering a final decision by the Disciplinary Panel, GTX SEF shall, within 30 days thereafter, provide a Written notice of such action to the Person against whom the action was taken.

RULE 618. Sanctions

(a) After notice and opportunity for hearing in accordance with the GTX SEF Rules, GTX SEF will impose sanctions if any Participant, Account Manager, Authorized Trader, Supervised Person, Account, Customer or other Person using any Trader ID or login credentials linked to the Participant that is found to have violated or to have attempted to violate a GTX SEF Rule or provision of Applicable Law for which GTX SEF possesses disciplinary jurisdiction. Subject to the limitations of Rule 618(b), GTX SEF may impose one or more of the following sanctions or remedies: (i) censure; (ii) limitation on Trading Privileges or Trading Access or other activities, functions or operations; (iii) suspension of Trading Privileges or Trading Access; (iv) fine (subject to paragraph (b) below); (v) restitution or disgorgement; (vi) termination of Trading Privileges or Trading Access; or (vii) any other sanction or remedy deemed to be appropriate.

All sanctions, including those imposed pursuant to an accepted settlement offer, shall take into account respondent's disciplinary history. For purposes of Rule 618(a)(vii), "customer" shall have the meaning set forth in CFTC Regulation 1.3(k).

(b) GTX SEF may impose a fine of not less than \$1,000 and not more than \$100,000 for each violation of a GTX SEF Rule. If a fine or other amount is not paid within 30 days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the quoted prime rate plus three percent. GTX SEF has sole discretion to select the bank on whose quotations to base the prime rate. Each Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Authorized Traders, Account Managers, Supervised Persons, Accounts or Customers.

RULE 619. Costs

(a) Regardless of the outcome of any disciplinary proceeding, the Disciplinary Panel may order a respondent to pay some or all of the costs associated with the disciplinary proceedings that the Disciplinary Panel believes were unnecessarily caused by the respondent. Costs may include costs associated with the inquiry or investigation, the prosecution by the Compliance Department, legal and professional assistance, the hearing and administrative and other expenses incurred by the Disciplinary Panel.

(b) The Disciplinary Panel may only award costs against GTX SEF if the Panel concludes that GTX SEF has behaved in a manifestly unreasonable manner in the commencement or conduct of the disciplinary proceedings in question. The Disciplinary Panel must limit any award of costs against GTX SEF to an amount that the Panel concludes is reasonable and appropriate, but does not exceed the respondent's costs for external legal or other external professional assistance.

(c) The Disciplinary Panel may determine the amounts and allocation of costs in any manner it may deem appropriate. GTX SEF or the respondent will pay any costs ordered to be paid by it by the Disciplinary Panel within 30 days of Written notice of the amount imposed by the Disciplinary Panel.

RULE 620. Right to Appeal Disciplinary Panel Decision, Summary Impositions of Fines and Other Summary Actions

(a) Each respondent found by the Disciplinary Panel to have violated or, in the case of a Participant, whose Authorized Trader, Supervised Person or other Person using its Participant ID was found to have violated a Rule or who is subject to any summary fine imposed pursuant to Rule 621 or any summary action imposed pursuant to Rule 622 may appeal the decision within 20 days of receiving the order of the Disciplinary Panel or the notice of the summary action, as the case may be, by filing a notice of appeal with the Chief Compliance Officer.

(b) GTX SEF may appeal all or any part of a decision of the Disciplinary Panel, including any sanctions that may or may not have been imposed by the Disciplinary Panel, within

20 days of receiving the order of the Disciplinary Panel, by filing a notice of appeal with the Chief Compliance Officer.

(c) While an appeal is pending, the effect of the order of the Disciplinary Panel or the summary action (including any sanctions, remedies or costs imposed thereby) shall be suspended.

(d) The notice of appeal must state in Writing the grounds for appeal, including the findings of fact, conclusions or sanctions to which the appellant objects. An appellant may appeal the order of the Disciplinary Panel or any summary action on the grounds that:

- (i) the Written decision or summary action was arbitrary, capricious, an abuse of discretion, or not in accordance with these Rules;
- (ii) the Written decision or summary action exceeded the authority or jurisdiction of the Disciplinary Panel, the Chief Compliance Officer or GTX SEF;
- (iii) the Written decision or summary action failed to observe required procedures;
- (iv) the Written decision or summary action was unsupported by the facts or evidence; or
- (v) the sanctions, remedies or costs which were imposed were inappropriate or unsupported by the record.

(e) The Chief Compliance Officer will forward copies of any notice of appeal received by it to all parties to the disciplinary proceeding or summary action, as the case may be, except the appellant. On or before the 20th day after filing a notice of appeal, the appellant must file with the Chief Compliance Officer and serve on GTX SEF a brief supporting the notice of appeal and documents supporting the brief. On or before the 20th day after the date on which the appellant serves its supporting brief, the appellee must file and serve its brief in opposition. On or before the 10th day after the date on which the appellee serves its brief in opposition, the appellant must file and serve on GTX SEF a brief in reply.

(f) In connection with any appeal, GTX SEF will furnish to the Chief Compliance Officer and to the respondent/appellant a transcript of the hearing, any exhibits introduced at the hearing, the notice of appeal and briefs filed to support and oppose the appeal.

(g) No later than 30 days after the last submission filed pursuant to paragraph (e) of this Rule 620, the Chief Compliance Officer will appoint an Appeals Panel to consider and determine the appeal. An Appeals Panel shall be comprised of three individuals, none of whom shall be a member of the Compliance Department or have been a member of any Disciplinary Panel involved in the matters on appeal. The chairperson of the Appeals Panel shall be an individual who would not be disqualified from serving as a public Director.

(h) Within 10 days of being notified of the appointment of the Appeals Panel, an appellant or appellee may seek to disqualify any individual named to the Appeals Panel for the reasons identified in these Rules, by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the appellant or appellee will be deemed to have

waived any objection to the composition of the Appeals Panel. The Chief Compliance Officer will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.

(i) The Appeals Panel may hold a hearing to allow parties to present oral arguments. Any hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Appeals Panel may appoint an expert to attend any hearing and assist in the deliberations if such individual(s) agree to be subject to appropriate confidentiality agreements. In determining procedural and evidentiary matters, the Appeals Panel will not be bound by evidentiary or procedural rules or law.

(j) The Appeals Panel will only consider on appeal the record before the Disciplinary Panel or, in the case of a summary action, the record considered by the Chief Compliance Officer, the notice of appeal, the briefs filed in support and opposition of the appeal, and any oral arguments of the parties. The Appeals Panel may only consider new evidence when the Appeals Panel is satisfied that good cause exists for why the evidence was not introduced during the disciplinary proceeding or when imposing the summary action.

(k) After completing its review, the Appeals Panel may affirm, modify or reverse any order of the Disciplinary Panel or summary action under appeal, in whole or in part, including increasing, decreasing or eliminating any sanction or remedy imposed, imposing any other sanction or remedy authorized by these Rules, or remanding the matter to the same or a different Disciplinary Panel for further disciplinary proceedings or for reconsideration by the Chief Compliance Officer in the case of summary action. The Appeals Panel may order a new hearing for good cause or if the Appeals Panel deems it appropriate.

(l) As promptly as reasonably possible following its review, the Appeals Panel will issue a Written decision on appeal rendering its decision based on the preponderance of the evidence before the Appeals Panel. The decision of the Appeals Panel will include a statement of findings of fact and conclusions for each finding, sanction, remedy and cost reviewed on appeal, including each specific Rule and provision of Applicable Law that the respondent is found to have violated, if any, and the imposition of sanctions, remedies and costs, if any, and the effective date of each sanction, remedy or cost.

(m) The Appeals Panel's Written order on appeal (including findings of fact and conclusions and the imposition of sanctions, remedies and costs, and the effective date of any sanction, remedy cost) will be the final action of GTX SEF and will not be subject to appeal within GTX SEF.

RULE 621. Summary Imposition of Fines

(a) The Chief Compliance Officer may summarily impose a fine against a market participant, Participant, Account Manager, Authorized Trader, Supervised Person, Account, Customer or other Person using any Trader ID or login credentials linked to Participant for failing:

- (i) to make timely payments of fees, cost, charges or fines to GTX SEF;
- (ii) to make timely and accurate submissions to GTX SEF of notices, reports or other information required by the GTX SEF Rules; or
- (iii) to keep any books and records required by the GTX SEF Rules.

(b) The Compliance Department, acting on behalf of the Chief Compliance Officer, will give notice of any fine imposed pursuant to this Rule 621 to each Participant subject thereto. The notice will specify (i) the violations of the GTX SEF Rules for which the fine is being imposed, (ii) the date of the violation for which the fine is being imposed and (iii) the amount of the fine. Within 20 days of serving the notice of fine, the Participant must either pay or cause the payment of the fine. The fine will become final upon the expiration of 20 days after the notice of fine is served on the Participant.

(c) GTX SEF will set the amount of any fines imposed pursuant to this Rule 621, with the maximum fine for each violation not to exceed \$5,000. Summary imposition of fines pursuant to this Rule 621 will not preclude GTX SEF from bringing any other action against the Participant (or any of its Account Managers, Authorized Traders or Supervised Persons) or Authorized Trader, as the case may be.

RULE 622. Summary Suspensions and Other Summary Actions

(a) Notwithstanding anything in the GTX SEF Rules to the contrary, the Chief Compliance Officer may, after consultation with the Regulatory Oversight Committee, if practicable, summarily suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of a Participant or the Trading Access of an Authorized Trader, and may take other summary action against any Participant or any of its Supervised Persons or any Authorized Trader in accordance with the GTX SEF Rules; provided, however, that the Chief Compliance Officer must reasonably believe that the business, conduct or activities of the Participant, Authorized Trader or Supervised Person in question is not in the best interests of GTX SEF or the marketplace, including based on any of the following: (i) statutory disqualification from registration as provided in CEA Section 8a(2) or (3); (ii) non-payment of fees, costs, charges, fines or arbitration awards; or (iii) the reasonable belief that immediate action is necessary to protect the public or the best interests of GTX SEF.

(b) Whenever practicable, the Compliance Department, acting on behalf of the Chief Compliance Officer, shall provide prior Written notice to the party against whom any action in accordance with paragraph (a) shall be taken. If prior notice is not practicable, GTX SEF will give notice at the earliest possible opportunity to the respondent against whom the action is brought. The Compliance Department, acting on behalf of the Chief Compliance Officer, will prepare a notice of summary action (which will state the action, the reasons for the action, and the effective time, date and duration of the action) and serve the notice on such party.

(c) The summary action will become final upon the expiration of 20 days after the notice of action is served on the respondent.

(d) At the request of GTX SEF, a respondent against whom a summary action is brought pursuant to this Rule 622 must provide books and records over which the respondent has access or control and must furnish information to, or appear or testify before, GTX SEF or in connection with the enforcement of any GTX SEF Rule.

(e) A Person may appeal any decision taken by GTX SEF under this Rule 622 as provided in Rule 620; provided, however, that any such decision by GTX SEF to deny or otherwise limit applicant's Trading Privileges or Trading Access shall continue in effect during such review.

RULE 623. Rights and Responsibilities after Suspension or Termination

(a) When the Trading Privileges of any Participant are suspended, none of its rights and Trading Privileges (including the right to hold oneself out to the public as a Participant, enter RFQs or Orders into GTX SEF and receive Participant rates for fees, costs, and charges at Participant levels) will apply during the period of the suspension, except for the right of the Participant in question to assert claims against others as provided in the GTX SEF Rules or right to Trading Access. Any such suspension will not affect the rights of creditors under the GTX SEF Rules or relieve the Participant in question of its, his or her obligations under the GTX SEF Rules to perform any Swaps entered into before the suspension, or for any GTX SEF fees, costs, or charges incurred during the suspension.

(b) When the Trading Privileges of a Participant or the Trading Access of any Authorized Trader are terminated, all of a Participant's rights and Trading Privileges or an Authorized Trader's right to Trading Access will terminate, except for the right of the Participant in question to assert claims against others, as provided in the GTX SEF Rules. Any such termination will not affect the rights of creditors under the GTX SEF Rules. A terminated Participant may only seek to reinstate its Trading Privileges by applying for Trading Privileges pursuant to Chapter 3. GTX SEF will not consider the application of a terminated Participant if such Participant continues to fail to appear at disciplinary or appeals proceedings without good cause or continues to impede the progress of disciplinary or appeals proceedings.

(c) A suspended or terminated Participant, Authorized Trader or Supervised Person remains subject to the GTX SEF Rules and the jurisdiction of GTX SEF for acts and omissions prior to the suspension or termination, and must cooperate in any inquiry, investigation, disciplinary or appeals proceeding, summary suspension or other summary action as if the suspended or terminated Participant still had Trading Privileges or the terminated Authorized Trader still had Trading Access. GTX SEF may discipline a suspended Participant under this Chapter 6 for any violation of a GTX SEF Rule or provision of Applicable Law committed by the Participant or Authorized Trader before, during or after the suspension.

(d) Upon the request of a Customer, in the event of the suspension or revocation of the Trading Privileges of a Participant, GTX SEF shall seek to facilitate the transfer of any Customer accounts held by such Participant to other Participants with Trading Privileges.

RULE 624. Notice to the Respondent, the Regulatory Services Provider and the Public

GTX SEF will provide Written notice of disciplinary proceedings to the parties consistent with applicable CFTC Regulations. Whenever GTX SEF suspends, expels, fines or otherwise disciplines, or denies any Person access, to GTX SEF, GTX SEF will make the disclosures required by CFTC Regulations. In accordance with CFTC Regulation Section 9.11, upon rendering a final decision regarding a disciplinary or access denial action, GTX SEF shall provide notice to the Commission by filing with NFA's BASIC.

CHAPTER 7. ARBITRATION

RULE 701 General

(a) Except as otherwise provided in these Rules, Participants, Authorized Traders and any market participant that directly or indirectly effects a transaction on GTX SEF shall submit to the NFA for arbitration all disputes, controversies and claims between or among themselves arising out of a Swap or the use of the system or services of GTX SEF or the services, equipment or facilities used to support such system or services, including GTX SEF (each, a "Dispute"). Any such claim against a Participant shall be brought within two years from the time that a cause of action has accrued. This Rule 701 shall in no way be construed to create a cause of action and shall not authorize an action that would otherwise be prohibited by these Rules or Applicable Law. In the event that this Rule 701 is held unenforceable in connection with any Dispute or claim is deemed by a court of competent jurisdiction to be not arbitratable, (i) exclusive jurisdiction for any such Dispute will reside in any state or federal court sitting in New York County, New York, (ii) the Participants involved in the Dispute will be presumed to have submitted to the personal jurisdiction of any such court, and (iii) an action to enforce any judgment or decision of such court may be brought in the same court or in any other court with jurisdiction or venue. Finally, all Participants unconditionally and irrevocably waive any and all right to trial by jury in connection with any such Dispute.

(b) Notwithstanding the foregoing, this Rule 701 does not apply to Disputes between Participants, Authorized Traders or any market participant that directly or indirectly effects a transaction on GTX SEF if (i) such Persons are required by the Rules of a Self-Regulatory Organization to submit to the Dispute resolution procedures of that Self-Regulatory Organization; or (ii) such Persons have, by valid and binding agreement, committed to negotiate or litigate in a forum other than the forum set out in Rule 702.

RULE 702 Forum and Arbitration Rules

NFA will conduct any and all arbitrations of a type described in Rule 701 pursuant to NFA's Member Arbitration Rules, as if each Participant or Authorized Trader to such arbitration was an "NFA Member".

RULE 703 Initiating an Arbitration Claim

(a) A Participant or Authorized Trader may initiate an arbitration claim by submitting the required documents and fees to NFA.

(b) A Participant or Authorized Trader submitting an arbitration claim shall provide such notice of claim to GTX SEF.

RULE 704 Claims Relating to Trade Cancellations or Price Adjustments

All claims relating to trade cancellations pursuant to Rule 516 shall be arbitrated in accordance with this Chapter 7.

RULE 705 Penalties

(a) Any failure on the part of any Participant or Authorized Trader to arbitrate a case subject to arbitration or the commencement by any such Participant or its Person of a suit in any court prior to arbitrating a case subject to arbitration, violates the Rules and subjects such Person to disciplinary proceedings pursuant to Chapter 6.

(b) GTX SEF may summarily suspend, pursuant to Chapter 6, a Participant or Authorized Trader that fails to satisfy an arbitration award rendered in any arbitration conducted pursuant to this Chapter 7.

CHAPTER 8 MISCELLANEOUS

RULE 801. Anti-Money Laundering and Anti-Terrorism

It is GTX SEF policy: (1) Not to engage in or knowingly assist any money laundering or other illicit business, and (2) Not to engage in or knowingly assist, or be a conduit for, terrorist financing.

Participants will be required to provide sufficient information for Participants and their Accounts, if applicable, for GTX SEF to complete “know your customer” checks and to conduct restricted list searches, including searches against the Specially Designated Nationals (“**SDN**”) and Blocked Persons list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC list**”).

RULE 802. Gifts and Gratuities

Except as permitted in Writing by the Chief Compliance Officer, no market participant shall, directly or indirectly, give or permit to be given anything of value (including gratuities) to a SEF Official or GTX SEF, including any agents or independent contractors of GTX SEF. A gift of any kind is considered a gratuity.

RULE 803. Market Data

(a) Subject to each market participant's rights in market participant's own data (and the data of its Accounts and Customers), GTX SEF shall own all rights, title and interest, database rights and trade secret rights in and to all data and other information contained in, displayed on, generated by or derived from GTX SEF or Trades entered into pursuant to the Rules, including Orders, prices and volumes ("**SEF Data**").

(b) Market participants shall not, and shall cause their Affiliates not to, distribute, sell or retransmit SEF Data or other information obtained via GTX SEF, provided that any such restrictions shall not apply to the market participant's own data (and the data of its Accounts and Customers).

(c) GTX SEF may at any time restrict or establish utilization fees in respect of SEF Data and/or the format and presentation thereof with respect to market participants, provided that any such fees shall not apply to the market participants' use of the market participant's own data (and the data of its Accounts and Customers).

(d) Subject to Rule 805, GTX SEF may make SEF Data and other information it may deem appropriate available to market participants, at such times and in such manner (whether through GTX SEF, a ticker, financial information services or otherwise) as it may consider necessary or advisable from time to time. Each market participant or other Person receiving any such information through GTX SEF may redistribute such information only to such extent and in such manner as may be permitted by GTX SEF from time to time.

RULE 804. Prohibited Use of Data Collected for Regulatory Purposes

GTX SEF shall not use for business or marketing purposes any proprietary data or personal information it collects or receives, from or on behalf of any person, for the purpose of fulfilling its regulatory obligations; provided, however, GTX SEF may use such data or information for business or marketing purposes if the Person from whom it collects or receives such data or information clearly consents in Writing to GTX SEF's use of such data or information in such manner. GTX SEF shall not condition access to its market(s) or market services on a Person's consent to GTX SEF's use of proprietary data or personal information for business or marketing purposes. GTX SEF, where necessary for regulatory purposes, may share such data or information with one or more SEFs or DCMs registered with the CFTC.

RULE 805. Confidentiality

Except as otherwise provided in these Rules, all non-public information provided by a market participant to GTX SEF shall be held in confidence and shall not be made known to any other Person except as follows:

- (a) with the consent of the market participant providing such information;
- (b) to a Governmental Body or the regulatory authority of any foreign jurisdiction, if GTX SEF is requested or legally required to do so by such Governmental Body;
- (c) pursuant to a lawful discovery request;
- (d) to a Swap Data Repository;
- (e) subject to appropriate confidentiality requirements, to any Person providing services to GTX SEF, including the Regulatory Service Provider;
- (f) pursuant to an information sharing agreement or other arrangement or procedures in accordance with Rule 213;
- (g) to the Board, Board committees, Disciplinary Panels, Appeals Panels, GTX SEF Officers, attorneys, auditors and agents and independent contractors that have been engaged by GTX SEF who require such information in connection with the discharge of their duties to GTX SEF;
- (h) As otherwise permitted under these Rules; and
- (i) All information and data obtained or received by GTX SEF from inspections of accounting or other records will be treated as confidential by GTX SEF; however, this Rule does not supplant Rule 212 (Emergency Rules) and the Rules in Chapter 6 (Disciplinary Rules), or any other requirement of legal process or law.

RULE 806 Extension or Waiver of GTX SEF Rules

If necessary and expedient, the Chief Compliance Officer may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by the GTX SEF Rules, but only to the extent such waiver or extension is not inconsistent with the CEA or the CFTC Regulations or other applicable regulations.

RULE 807. Effect of Amendment, Repeal or New Rule

- (a) If an amendment or repeal of a GTX Rule or adoption of a new GTX Rule does not materially change the terms or conditions of a Swap and does not affect the value of open Swaps, then the effective date of any amendment or repeal of a Rule or adoption of a new GTX Rule relating to Swaps is binding on all Swaps entered into before and after the effective date of such amendment, repeal or adoption and, to the extent applicable, before the effective date of such amendment, repeal or adoption.
- (b) If an amendment or repeal of a GTX SEF Rule or adoption of a new Rule materially

changes the terms or conditions of an open Swap or affects the value of open Swaps, then the amendment, repeal or new GTX SEF Rule shall not affect any open Swaps and shall be binding only on new Swaps listed for trading after the effective date of such amendment, repeal or adoption and Swaps listed as of the effective date of such amendment, repeal or adoption with no open positions then in existence, unless otherwise specifically provided by the Board.

RULE 808. Swap Contract Specifications

(a) Notwithstanding any provision of the GTX SEF Rules to the contrary, the Swap Specification with respect to a particular Swap shall govern the applicability of the GTX SEF Rules to trading in such Swap and, in the event of any conflict between the GTX SEF Rules and the Swap Specification, the Swap Specification shall govern with respect to trading in the relevant Swap.

(b) The Swap Specification for each individual Swap may specify:

- (i) different classes of Participants eligible to trade such Swaps. Each such class of Participants shall have the rights and obligations specified by the Swap Specification for each such Swap;
- (ii) whether such Swap may be settled via cash settlement, physical delivery of the underlying commodity, or by any other means, as applicable; and
- (iii) the method for determining settlement prices.

(c) Each Swap contract will be published by GTX SEF on its website.

RULE 809. Timely Publication of Trading Information

GTX SEF will publish trading information as required by Core Principle 9 of Part 37, and by Part 16, of the CFTC Regulations.

RULE 810. Governing Law.

(a) Unless preempted by the Act, the law of the State of New York governs the GTX SEF Rules and any Participant Documentation regardless of the laws that would otherwise apply under choice-of-law principles. If a market participant provides an opinion of a counsel (i) stating that the market participant cannot be subject to the law of the State of New York and must be subject to the law of the jurisdiction of the location where the market participant is organized (the “Local Law”) and (ii) enumerating specific provisions of these Rules or the Participant Documentation that must be subject to the Local Law, GTX SEF will specify the application of the Local Law to the enumerated specific provisions of these Rules and the Participant Documentation; provided, however, that in no event shall Local Law supersede any provision of the Act.

(b) Any dispute between GTX SEF and a market participant arising from or in connection with the GTX SEF Rules of use of GTX SEF must be brought to arbitration pursuant to

subsection (c) of this Rule 810 within one (1) year from the occurrence of the event giving rise to the dispute. This Rule 810 shall in no way create a cause of action nor authorize an action that would otherwise be prohibited by the GTX SEF Rules.

(c) Any dispute between GTX SEF and a market participant arising from or in connection with the GTX SEF Rules will be settled by arbitration administered in New York County, New York by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. The dispute will be submitted to one arbitrator who will be appointed by the AAA. Any arbitrator appointed for purposes of this Rule 810 will have experience with and knowledge of commodities, derivatives and Swaps as listed on the National Roster of Arbitrators kept in the AAA’s records. Judgment on the award rendered by the arbitrator will be binding on the parties and may be entered in any state or federal court sitting in New York County, New York, and GTX SEF and each market participant shall be deemed to have consented to the personal jurisdiction of any such court. Each party to the dispute will bear its own costs and expenses in connection with any arbitration hereunder, as well as an equal share of the administrative fees and the fees of the arbitrator; provided, however, that the arbitrator will be entitled to include in any award a full reimbursement for the prevailing party’s costs and expenses, such party’s share of the administrative fees and the fees of the arbitrator, or any combination of any or all of the above. In the event that this Rule 810 is held to be unenforceable in connection with any dispute or a jurisdiction for any such dispute will reside in any state or federal court sitting in New York County, New York, (ii) GTX SEF and the market participant involved in the dispute will be presumed to have submitted to the personal jurisdiction of any such court, and (iii) an action to enforce any have submitted to the personal jurisdiction of any such court, and (iii) an action to enforce any judgment or decision of such court may be brought in the same court or in any other court with jurisdiction or venue. Finally, all market participants unconditionally and irrevocably waive any and all right to trial by jury in connection with any such dispute.

CHAPTER 9 MISCELLANEOUS

RULE 901. Limitation Of Liability, No Warranties

(a) NONE OF GTX SEF, ITS AFFILIATES OR ANY CONTRACTORS AND SUB-CONTRACTORS PROVIDING SERVICES RELATED TO GTX SEF OR GTX SEF, NOR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, OR LICENSORS (EACH, A “**DISCLAIMING PARTY**”) SHALL BE LIABLE TO ANY PERSON (INCLUDING ANY PARTICIPANT, AUTHORIZED TRADER, SUPERVISED PERSON, ACCOUNT, CUSTOMER OR ANY MARKET PARTICIPANT) FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING LOSS OF PROFITS, LOSS OF USE, AND DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), ARISING FROM:

- (i) ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER EVENT, IN CONNECTION WITH THE

FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF GTX SEF OR SERVICES OF THE DISCLAIMING PARTY, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT GTX SEF OR SERVICES, INCLUDING ELECTRONIC ORDER ENTRY/DELIVERY, TRADING THROUGH ANY ELECTRONIC MEANS, ELECTRONIC COMMUNICATION OF MARKET DATA, SEF DATA, OR INFORMATION, WORKSTATIONS USED BY PARTICIPANTS, AUTHORIZED TRADERS, SUPERVISED PERSONS, ACCOUNTS OR CUSTOMERS, PRICE REPORTING SYSTEMS AND ANY AND ALL COMMUNICATIONS NETWORKS, SOFTWARE AND HARDWARE RELATING THERETO;

- (ii) ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION OR TERMINATION, OR ANY OTHER EVENT, OF GTX SEF OR ANY SERVICES OF A DISCLAIMING PARTY, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH TRADING SYSTEMS OR SERVICES, CAUSED BY ANY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, INDEPENDENT SOFTWARE VENDORS OR NETWORK PROVIDERS;
- (iii) ANY ERRORS OR INACCURACIES IN INFORMATION PROVIDED BY THE DISCLAIMING PARTY OR IN ANY OF THE DISCLAIMING PARTY'S SYSTEMS, SERVICES, EQUIPMENT OR FACILITIES;
- (iv) ANY UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF ANY OF THE DISCLAIMING PARTY'S SYSTEMS, SERVICES, EQUIPMENT OR FACILITIES BY ANY PERSON.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE AND WHETHER THE CLAIM IS BROUGHT DIRECTLY OR AS A THIRD PARTY CLAIM.

(b) NOTWITHSTANDING SUBSECTION (a), (c), (e) or (f) OF THIS RULE 901, IN NO EVENT SHALL ANY AFFILIATE OF GTX SEF ACTING AS GTX SEF PLATFORM TECHNOLOGY SERVICES PROVIDER BE LIABLE TO ANY PERSON NOR SHALL ANY PERSON BRING ANY LEGAL ACTION (WHETHER IN TORT, NEGLIGENCE, OR BREACH OF CONTRACT) FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, DIRECT, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF GTX SEF.

(c) WITHOUT LIMITATION GTX SEF'S INDEMNIFICATION OBLIGATION UNDER RULE 902, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (INCLUDING BUT NOT LIMITED TO WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE) PROVIDED BY ANY DISCLAIMING PARTY RELATING TO ANY SYSTEMS OR SERVICES OF ANY DISCLAIMING PARTY OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES.

(d) ANY DISPUTE ARISING OUT OF THE USE OF SYSTEMS OR SERVICES OF ANY DISCLAIMING PARTY OR SERVICES, EQUIPMENT, OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES IN WHICH THE DISCLAIMING PARTY OR DISCLAIMING PARTIES IS A PARTY SHALL BE SUBJECT TO ARBITRATION AS PROVIDED IN RULE 810(c) AS IF THE DISCLAIMING PARTY WERE GTX SEF AND THE OPPOSITE PARTY OR PARTIES WERE A PARTICIPANT. ANY ACTIONS, SUITS OR PROCEEDINGS BROUGHT AGAINST ANY DISCLAIMING PARTY MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. THIS PARAGRAPH (d) SHALL IN NO WAY BE CONSTRUED TO LIMIT A PARTY'S OBLIGATION TO ARBITRATE ITS CLAIM OR TO CREATE A CAUSE OF ACTION (OR MODIFY THE LIMITATION ON ACTIONS PROVIDED IN RULE 901(a)) AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY THE GTX SEF RULES. IF FOR ANY REASON, A COURT OF COMPETENT JURISDICTION FINDS THAT A DISPUTE IS NOT ARBITRABLE, SUCH DISPUTE SHALL BE SUBJECT TO THE JURISDICTION OF EACH OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK IN CONNECTION WITH ANY MATTERS ARISING OUT OF THIS RULEBOOK AND NO PARTY TO SUCH DISPUTE MAY ASSERT A DEFENSE OF FORUM NON CONVENIENS, SOVEREIGN IMMUNITY, ACT OF STATE OR ANALOGOUS DOCTRINES IN CONNECTION WITH ANY ACTION.

(e) TO THE EXTENT PERMITTED BY LAW, THE TOTAL COMBINED AGGREGATE LIABILITY OF GTX SEF SHALL NOT EXCEED (I) \$10,000 FOR ALL LOSSES AND CLAIMS FROM ALL CAUSES SUFFERED ON A SINGLE DAY, (II) \$200,000 FOR ALL LOSSES AND CLAIMS FROM ALL CAUSES SUFFERED IN A SINGLE CALENDAR MONTH; AND (III) \$2,000,000 FOR ALL LOSSES AND CLAIMS FROM ALL CAUSES SUFFERED IN A SINGLE CALENDAR YEAR. ANY DISPUTED CLAIM PURSUANT TO THIS PARAGRAPH (e) SHALL BE SUBJECT TO ARBITRATION TO THE EXTENT PROVIDED IN RULE 810(c).

(f) IN NO EVENT SHALL TOTAL COMBINED AGGREGATE LIABILITY OF GTX SEF FOR ALL CLAIMS AND CLAIMS AGAINST DISCLAIMING PARTIES ARISING OUT OF ANY FAILURES, MALFUNCTIONS, FAULTS IN DELIVERY, DELAYS, OMISSIONS, SUSPENSIONS, INACCURACIES, INTERRUPTIONS, TERMINATIONS, OR ANY OTHER CAUSES, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF GTX SEF, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT GTX SEF OR THE NEGLIGENCE OF GTX SEF EMPLOYEES, AGENTS OR SUBAGENTS EXCEED \$1,000,000 IN ANY GIVEN CALENDAR YEAR.

IF THE NUMBER OF ALLOWED CLAIMS ARISING OUT OF ANY FAILURES OR MALFUNCTIONS ON A SINGLE DAY, SINGLE MONTH OR SINGLE YEAR CANNOT

BE FULLY SATISFIED BECAUSE OF THE ABOVE DOLLAR LIMITATIONS, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF THE MAXIMUM AMOUNT FOR THE RESPECTIVE PERIOD.

(g) THE LIMITATIONS OF LIABILITY IN THIS RULE 901 SHALL NOT APPLY TO GTX SEF'S INDEMNIFICATION OBLIGATIONS UNDER RULE 902, GTX SEF'S GROSS NEGLIGENCE, FRAUD, WILFULL MISCONDUCT, CLAIMS UNDER THE CONFIDENTIALITY SECTION, OR AND SHALL NOT PROTECT ANY PARTY FOR WHICH THERE HAS BEEN A FINAL DETERMINATION (INCLUDING EXHAUSTION OF ANY APPEALS) BY COURT OR ARBITRATOR TO HAVE ENGAGED IN GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. ADDITIONALLY, THE FOREGOING LIMITATIONS ON LIABILITY OF THIS RULE SHALL BE SUBJECT TO THE CEA AND THE REGULATIONS PROMULGATED THEREUNDER, EACH AS IN EFFECT FROM TIME TO TIME.

RULE 902. Indemnification by GTX SEF

GTX SEF, at its expense, shall indemnify, hold harmless and defend a Participant against any loss, claim, demand or expense (including reasonable attorneys' fees) ("Claim") that GTX SEF or any portion thereof infringes, misappropriates or violates any intellectual property or proprietary rights of any third party; provided, however, that GTX SEF shall not be required to indemnify the Participant for any Claim to the extent it arises from or in connection with any (a) additions, changes or modifications by the Participant to GTX SEF, which changes were not provided by GTX SEF or any of its Affiliates, (b) use of the GTX SEF Platform in combination with other products or services not provided by GTX or its Affiliates or (c) use of GTX SEF other than as expressly permitted by the Rules or the Participant Documentation. GTX SEF shall control such defense and all negotiations relative to the settlement of any such Claim. The Participant shall promptly provide GTX SEF with Written notice of any claim which falls within the scope of this paragraph (provided that failure to provide such notice shall not relieve GTX SEF of its indemnity obligations hereunder except to the extent it is prejudiced thereby).