

400 N. Michigan Ave.
Suite S1000
Chicago, IL 60611



VIA PORTAL SUBMISSION

March 5, 2018

Mr. Christopher Kirkpatrick
Secretary
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Seed SEF LLC Rule Submission # 2018-01
CFTC Regulation 40.6(d) – Weekly Notification of Rule Amendments
Amending Seed SEF Rule 316 (Sponsored Access)

Dear Mr. Kirkpatrick:

Pursuant to Commodity Futures Trading Commission (“CFTC”) regulation 40.6(d), Seed SEF LLC (“Seed SEF”) submits this weekly notification of the following rule amendments that were made effective during the week of February 26, 2018. The rule amendments are attached hereto as Appendix A. Rule 316 was amended to make typographical and clerical corrections.

* * *

If you have any questions or comments regarding the contents of this letter, please do not hesitate to contact me by email or telephone.

Sincerely,

Waseem Barazi
Chief Compliance Officer and General Counsel
Seed SEF LLC
waseem@seedcx.com
(855) 744-7333 Ext: 108

APPENDIX A

Rule 316. Sponsored Access

1. Sponsored Designation. Seed SEF shall permit a Sponsoring Participant to extend its Trading Privileges to a Sponsored Participant upon completion of the following:
 - a. The Sponsoring Participant and the Sponsored Participant have provided or delivered all information and documentation required by Seed SEF for Sponsored Designation; and
 - b. Seed SEF has confirmed that all requested information has been received and that such information is satisfactory in form and substance.
2. Termination.
 - a. Unless otherwise provided in this Rule 316, Sponsoring Participant may at any time request that Seed SEF terminate the Sponsored Designation of any of its Sponsored Participant(s), by providing Written notice (a "Termination Request") to Seed SEF requesting such suspension or termination, as applicable. After Seed SEF has received a Termination Request, Seed SEF shall either promptly suspend the Trading Privileges or promptly terminate the Sponsored Designation of the relevant Sponsored Participant(s) in accordance with the relevant Termination Request. Notwithstanding the foregoing, a Sponsoring Participant shall remain responsible for all actions that its Sponsored Participant takes on Seed SEF prior to the termination or suspension of such Sponsored Participant by Seed SEF. Upon termination or suspension, Seed SEF shall have the right to cancel all resting Orders placed by or on behalf of Sponsored Participant on the Platform.
 - b. Seed SEF shall have the right to suspend or terminate access to Sponsored Access ~~Customer Participant~~ in accordance with Rules.
3. Obligations. For as long as the Sponsored Designation remains in effect, the Sponsored Participant and the Sponsoring Participant agree as follows:
 - a. the Sponsored Participant shall:
 - i. maintain all registrations, licenses and consents required by Applicable Law for it and its Authorized Traders to place Orders and enter into Transactions on the Platform;
 - ii. cooperate with Seed SEF, any regulatory or any self-regulatory organization in any inquiry, investigation, audit, examination or proceeding related directly or indirectly to the Sponsored Participant, and authorize Seed SEF to provide information regarding the Sponsored Participant to the CFTC or any regulatory or self-regulatory organization;
 - iii. access the Platform exclusively through a password protected internet portal using the unique login credentials assigned to Authorized Traders of the Sponsored Participant; and
 - iv. represent, in a form ~~accepted~~ acceptable to Seed SEF, that it is and will continue to be an Eligible Contract Participant for as long as such Person is a Sponsored Participant, and if such Person will be entering into Transactions on the Platform on behalf of a Customer, such Customer is and will continue to be an Eligible Contract Participant for as long as the Sponsored Participant accesses the Platform on behalf of such Customer.
 - b. the Sponsoring Participant shall:
 - i. assume financial responsibility for all activity of its Sponsored Participant(s) on the Platform;

- ii. deliver a Termination Request to Seed SEF in respect of any of its Sponsored Participants with Trading Privileges promptly after becoming aware that any actions or omissions of any of its Sponsored Participants violate any applicable Rules or Applicable Law; and
- iii. assist Seed SEF in a timely manner in any investigation into potential or actual violations of the Rules, the CEA, or CFTC Regulations which occur through or with respect to any of its Sponsored Participants, including requiring any Sponsored Participants to produce documents, answer questions from Seed SEF, or appear in connection with an investigation.