



July 7, 2006

VIA EMAIL: secretary@cftc.gov

Ms. Eileen A. Donovan, Acting Secretary
Secretary of the Commission
Commodity Futures Trading Commission
3 Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

RE: Rule Certification: HedgeStreet® Amends Rule 10.1(a) and (c); Submission pursuant to Commission Regulation §40.6(a)

Dear Secretary Donovan:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended ("Act"), and §40.6(a) of the regulations promulgated by the Commodity Futures Trading Commission (the "Commission") under the Act, HedgeStreet, Inc. ("HedgeStreet") hereby certifies with the Commission an amendment to HedgeStreet Rule 10.1(a) in order to broaden the definition of "HedgeStreet Parties" which will now incorporate HedgeStreet's Software/ Hardware and Service Providers into the definition of HedgeStreet Parties. The amendment is defined in Exhibit A. The rule deletions are stricken out and the amendments are underlined. HedgeStreet intends to implement this rule amendment on Monday, July 10, 2006.

Additionally, HedgeStreet is amending a typographical error found in HedgeStreet Rule 10.1(c). This amendment is also defined in Exhibit A.

No substantive opposing views were expressed to HedgeStreet with respect to these amendments.

HedgeStreet hereby certifies that these amendments comply with the Commodity Exchange Act, as amended, and the Commissions regulations adopted thereunder.

Should you have any questions regarding the above, please do not hesitate to contact Stephanie Ford by telephone at (650) 638-3511 or by email at sford@hedgestreet.com.

Sincerely,

Stephanie Ford
Vice President, Legal & Compliance

cc: Clarissa Manansala – HedgeStreet, Inc.

www.hedgestreet.com

OFFICE OF THE SECRETARIAT

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C.F.T.C.

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EXHIBIT A

Amendments to Rule 10.1(a) and (c) only
(The following Rule amendment is underlined and deletions are stricken out)

CHAPTER 10 LIMITATION OF LIABILITY; TIME PERIOD IN WHICH TO BRING ACTIONS; GOVERNING LAW; ARBITRATION

RULE 10.1 LIMITATION OF LIABILITY

(a) AS A MEMBER YOU AGREE THAT NEITHER HEDGESTREET NOR ITS OFFICERS, DIRECTORS, AGENTS, ~~AND/OR~~ EMPLOYEES AND/OR SOFTWARE, HARDWARE, AND SERVICE PROVIDERS (COLLECTIVELY REFERRED TO AS "HEDGESTREET PARTIES") SHALL HAVE ANY RESPONSIBILITY FOR COMPLIANCE BY MEMBER WITH ANY LAW OR REGULATION GOVERNING MEMBER'S CONDUCT. MOREOVER, YOU ALSO AGREE THAT NO HEDGESTREET PARTY SHALL BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR DAMAGE SUSTAINED BY MEMBER, INCLUDING ANY CONSEQUENTIAL LOSS, LOSS OF PROFIT OR LOSS OF TRADING OPPORTUNITY, AS A RESULT OF ANY ACTUAL OR PROPOSED TRANSACTIONS OR AS A DIRECT OR INDIRECT RESULT OF ANY SERVICES PROVIDED BY HEDGESTREET PARTIES (INCLUDING, WITHOUT LIMITATION, ANY FAILURE IN HEDGESTREET'S SYSTEMS OR ANY INACCURATE INFORMATION PROVIDED BY A HEDGESTREET PARTY), UNLESS THE RELEVANT HEDGESTREET PARTY IS DETERMINED BY FINAL RULING OF AN ARBITRATION PROCEEDING TO HAVE ACTED OR FAILED TO ACT IN A MANNER THAT IS GROSSLY NEGLIGENT, RECKLESS, OR FRAUDULENT. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS RULE IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE CEA, THE REGULATIONS OF THE COMMISSION, OR BY ACTS OF WILLFUL OR WANTON MISCONDUCT OR FRAUD.

(b) [unchanged]

(c) AS A MEMBER, YOU AGREE THAT ANY ACTION YOU BRING AGAINST A HEDGESTREET PARTY WILL BE GOVERNED BY ILLINOIS LAW, WITHOUT REGARD TO STATUTES, PRECEDENT, LEGAL DOCTRINE, OR CONTRACTUAL PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

(d) [unchanged]

RULES 10.1 – 10.5 [unchanged]