

Bitnomial Exchange, LLC

Rulebook

[DATE]

BY ACCESSING, OR ENTERING ANY ORDER INTO, THE EXCHANGE, AND WITHOUT ANY NEED FOR ANY FURTHER ACTION, UNDERTAKING OR AGREEMENT, A PARTICIPANT, AUTHORIZED USER AGREES: (I) TO BE BOUND BY, AND COMPLY WITH, THE RULES AND APPLICABLE LAW, IN EACH CASE TO THE EXTENT APPLICABLE TO IT, HIM OR HER, AND (II) TO BECOME SUBJECT TO THE JURISDICTION OF THE EXCHANGE WITH RESPECT TO ANY AND ALL MATTERS ARISING FROM, RELATED TO, OR IN CONNECTION WITH, THE STATUS, ACTIONS OR OMISSIONS OF SUCH PARTICIPANT OR AUTHORIZED USER.

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CHAPTER I DEFINITIONS AND INTERPRETATIONS

Rule 101 Definitions.

The following terms as used in the Rules have the meanings set forth in this Chapter, unless otherwise specifically provided elsewhere in the Rules or required by the context.

“Account Administrator” means an officer or employee of a Participant appointed pursuant to Rule 310.

“Affiliate” means a Person who directly or indirectly, controls, is controlled by, or is under common control with another Person.

“API” means Application Programming Interface, a programmatic software interface to the Exchange systems.

“Applicable Law” means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental or self-regulatory authority applicable to such Person, including the CEA and CFTC Rules.

“Audit Trail” has the meaning set forth in Rule 510.

“Authorized User” means a natural person who is either employed by or is an agent of a Clearing Member, a Participant who is authorized by the Exchange as an Authorized User in accordance with Rule 306.

“Bitnomial Exchange” or “Exchange” means Bitnomial Exchange, LLC, a Delaware limited liability company designated by the CFTC as a contract market.

“Board” means the Board of Directors of Bitnomial Exchange, LLC.

“Board of Appeals” means a panel comprised of a chair and two individuals appointed by the Board to consider appeals under Chapter VI.

“Business Day” means any day on which the Exchange is open for trading.

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

“CFTC” or “Commission” means the U.S. Commodity Futures Trading Commission or any successor agency.

“CFTC Rules” means the rules, regulations and orders of the CFTC, as amended from time to time.

“CPT” means Central Prevailing Time.

“Chairman” means the Chairman of the Board.

“Chief Executive Officer” means the individual appointed by the Board to serve as the Exchange’s chief executive officer.

“Chief Regulatory Officer” means the individual appointed by the Board to serve as the Exchange’s chief regulatory officer.

“Clearing House” means any clearinghouse registered with the CFTC as a derivatives clearing organization with open access rules that the Exchange designates in the future to provide clearing services with respect to any or all of the Contracts.

“Clearing Member” means an entity meeting the requirements of, and approved for, clearing membership at the Clearing House that is authorized pursuant to the Clearing House Rules to clear trades in any or all Contracts. Except for those Clearing Members that clear solely for their own proprietary accounts (each, an “Individual Clearing Member”), all other Clearing Members must be registered with the CFTC as FCMs (each, an “FCM Clearing Member”).

“Compliance Department” has the meaning set forth in Rule 602.

“Contract” means any contract, agreement, or transaction approved for trading on the Exchange and pursuant to the Rules.

“Contract Specifications” means the descriptions of the contractual items for each Contract as set forth in the document available on the Bitnomial Exchange website. Items described in the Contract Specifications referenced in this Rulebook include “Last Trading Day,” “Daily Settlement Price,” and “Final Settlement Price.”

“Daily Settlement Price” has the meaning set forth in Rule 509.

“Direct Market Access Agreement” means an agreement, other than an FCM Agreement, entered into between a Person and the Exchange for purposes of entering into Transactions on the Exchange.

“Director” means an individual serving on the Board.

“Disciplinary Action” has the meaning set forth in Rule 601.

“Disciplinary Committee” means a function of the Compliance Department to fulfill various adjudicative responsibilities and duties described in Rule 602.

“Emergency” means the occurrences or circumstances which, in the opinion of the Board, require immediate action to be taken in accordance with Rule 501, and which threaten, or may threaten, the fair and orderly trading in, or the settlement or integrity of, any Contract, including, without limitation, the following:

- (a) any circumstance that may materially affect the performance of a Contract, including failure of the Clearing House system;

- (b) any action taken by any United States or foreign regulatory, self-regulatory, judicial, arbitral, or governmental (whether national, state or municipal) or quasi-governmental authority, or any agency, department, instrumentality, or sub-division thereof; or other Person exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or any other contract market, clearing house, board of trade, or other exchange or trade association (foreign or domestic) that may have a direct impact on trading on the Exchange or the settlement legality or enforceability of any Contract;
- (c) any actual, attempted or threatened corner, squeeze, congestion, manipulative activity or undue concentration of positions in a Contract;
- (d) any circumstance that may have a severe, adverse effect upon the functions and facilities of the Exchange, including, but not limited to, acts of God, fire, flood or other natural disasters, bomb threats, acts of terrorism or war, severely inclement weather, or failure or malfunction of all or a portion of the Trading Platform, or other system breakdowns or interruptions such as power, computer, communication or transportation systems or the Internet;
- (e) the bankruptcy or insolvency of any Clearing Member or the imposition of any injunction or other restraint by any government agency, clearing house, court or arbitrator upon a Clearing Member which may affect the ability of a Clearing Member to trade in or perform on a Contract;
- (f) any circumstance in which it appears to the Board that a Clearing Member or any other Person:
 - i. has failed to perform on a Contract;
 - ii. is insolvent; or
 - iii. is in a financial or operational condition or is conducting business such that the Clearing Member or Person cannot be permitted to continue in business without jeopardizing the safety of Participants, other Clearing Members, the Exchange or the Clearing House; or
 - iv. any other unusual, unforeseeable or adverse circumstance as determined by the Exchange

“Exchange Official” means any Officer or employee of the Exchange and any member of the Board, a committee established by the Board, a Hearing Panel or Board of Appeals.

“Exchange Requirements” means the Rules; other requirements implemented by the Exchange pursuant to the Rules; each term of a Contract; and the participant

documentation and other contractual obligations between a Participant (including its Authorized Users) and the Exchange.

“Exchange Transaction” means a Contract executed through the Trade Matching Engine.

“Exchange Website” means bitnomial.com.

“Expiry” means the Contract date of expiration.

“Final Settlement Price” means the price for each Contract supplied by the Exchange to the Clearing House as the final Settlement Price for the Expiry as specified in the Contract Specifications.

“FCM” means a futures commission merchant as defined in the CEA and CFTC Rules and registered with the CFTC as such.

“FCM Agreement” means an agreement entered into between an FCM and the Exchange for purposes of entering into Transactions on the Exchange.

“Governmental Authority” means any domestic or foreign government (or political subdivision), governmental or regulatory authority, agency, court, commission or other governmental or regulatory entity (including any Self-Regulatory Organization).

“Insolvency” and “Insolvent” means the occurrence of any of the following events with respect to a Person:

- (a) the Person is determined to be insolvent by a Government Agency or Self-Regulatory Organization;
- (b) if the Person is a member of the Securities Investor Protection Corporation, a court of competent jurisdiction finds that the Person meets any one of the conditions set forth in clauses (A), (B), (C) or (D) of Section 5(b)(1) of the Securities Investor Protection Act of 1970;
- (c) in the event of the entry or the making of a decree or order by a court, Government Agency or other supervisory authority of competent jurisdiction (i) adjudging the Person as bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization, arrangement, liquidation, dissolution, adjustment or composition of or in respect of the Person under the Bankruptcy Code or any other applicable federal, state or other U.S. or non-U.S. law, including any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, (iii) appointing a receiver, custodian, liquidator, provisional liquidator, administrator, provisional administrator, assignee, trustee, sequestrator or other similar official for the Person or for any substantial part of its property, (iv) ordering the winding up or liquidation of the Person’s affairs or (v) consenting to the institution by the Person of proceedings to be

adjudicated as a bankrupt or insolvent;

- (d) the filing by the Person of a petition, or any case or proceeding, seeking reorganization or relief under the Bankruptcy Code or any other applicable federal, state or other U.S. or non-U.S. law, including any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or the consent by the Person to the filing of any such petition, case or proceeding or to the appointment of a receiver, custodian, liquidator, provisional liquidator, administrator, provisional administrator, assignee, trustee, sequestrator or other similar official for the Person or for any substantial part of its property, or the making by the Person of an assignment for the benefit of its creditors, or the admission by the Person in writing of its inability to pay its debts generally as they become due, or the taking of corporate or similar action by the Person in furtherance of the foregoing.

“Last Trading Day” is the last day a Contract may be traded and is defined in the Contract Specifications.

“LLC Agreement” means the Limited Liability Company Agreement of the Exchange as amended or restated from time to time.

“NFA” means the National Futures Association.

“Officer” has the meaning given to it in Rule 203.

“Order” means any order to buy or sell a Contract on or subject to the Rules of the Exchange.

“Participant” means a Person that has entered into a Direct Market Access Agreement or FCM Agreement with the Exchange.

“Participant Agreement” means an agreement between Bitnomial Exchange and a Participant which must be signed in order for a Participant to have access to Bitnomial Exchange for the execution of trades involving commodity derivative products and related financial instruments.

“Person” has the meaning set forth in CEA Section 1a (38) and in the CFTC Rules.

“Position Transfer” means a transaction in a Contract(s) that is executed by Exchange personnel for administrative purposes outlined in Rule 507.

“Public Director” means a Director having the qualifications set out in Rule 202.

“Regulatory Services Agreement” means the agreement(s) between the Exchange and the Regulatory Service Provider(s) whereby certain functions mandated under the CEA, such as market monitoring and trade practice surveillance, are delegated to the Regulatory Services Provider(s).

“Regulatory Services Provider” means NFA and such other organizations, if any, that provide regulatory services to the Exchange, together with any such organization’s employees and agents.

“Respondent” means a Participant under investigation for alleged Rule violation(s) or against which charges have been filed.

“Rules” means any rule, interpretation, stated policy, or instrument corresponding to any of the foregoing, including these Rules, in each case as adopted from time to time by the Exchange.

“Self-Regulatory Organization” has the meaning given to such term in CFTC Rule 1.3(ee) and includes a derivatives clearing organization that is registered as such with the CFTC.

“Settlement Price” means the price for each Contract supplied by the Exchange to the Clearing House at the end of each trading day (Daily Settlement Price).

“Surveillance Team” means a Compliance Department unit whose function is to fulfill the various enforcement responsibilities and duties described in Rule 602.

“Trade Matching Engine” means the set of algorithms through which orders are matched.

“Trading Account” means a trading account to be separately tracked and margined by a Participant’s Clearing Member.

“Trading Account ID” means an Exchange assigned ID that represents a Trading Account for use by the Clearing House and its Clearing Members.

“Trading Platform” means the electronic trading facility operated by Bitnomial Exchange to provide Participants with the ability to execute Exchange Transactions from the interaction of multiple bids and multiple offers within a predetermined, nondiscretionary automated trade matching and execution algorithm.

“Transaction” means an Exchange Transaction.

“Trade Risk Limit” has the meaning set forth in Rule 504 of these Rules.

“Trading Hours” means, for any Business Day, the hours specified on the trading calendar at the Exchange Website.

“Website” means the Exchange Website.

Rule 102 Scope and Interpretation.

As used in any Rule, terms in the singular include the plural and vice versa and references to the masculine, feminine or neuter gender includes each other gender, unless the context expresses a clear contrary intention. As used in any Rule, time references are to Central Standard Time.

**CHAPTER II
GOVERNANCE**

Rule 201 Ownership

The Exchange is a Delaware limited liability company. The management and operation of the Exchange is governed by the LLC Agreement. All of the equity interests of the Exchange are owned by Bitnomial, Inc.

Rule 202 Board

(a) The Board shall manage the day to day business operations of the Exchange. 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 the Exchange.

(b) The Board may act only by the decision of an absolute majority in number of the Directors by vote at a meeting, by unanimous written consent without a meeting, or as otherwise set forth in the LLC Agreement.

(c) At all times, at least 35% of the Directors shall be Public Directors. Each Director (including Public Directors) shall be appointed in accordance with the LLC Agreement, and shall serve until his or her successor is duly appointed, or until his or her earlier resignation or removal, with or without cause.

(d) Each Director is entitled to indemnification pursuant to the LLC Agreement with respect to matters relating to the Exchange.

(e) To qualify as a Public Director, an individual must be found, by action of the Board, to have no material relationship with the Exchange. The Board must make such finding upon the nomination or appointment of the Director and as often as necessary in light of all circumstances relevant to such Director, but in no case less than annually. A “material relationship” is one that reasonably could affect the independent judgment or decision-making of the Director. The Board need not consider previous service as a Director of the Exchange to constitute a “material relationship.” A Director shall be considered to have a “material relationship” with the Exchange if any of the following circumstances exist or have existed within the past year:

(i) such Director is or was an Officer or an employee of the Exchange, or

an officer or an employee of an Affiliate of the Exchange;

- (ii) such Director is or was a Participant or material owner of the Exchange;
- (iii) such Director is or was a director, an officer, or an employee of a Participant or owner of the Exchange;
- (iv) such Director is or was an officer of another entity, which entity has a compensation committee (or similar body) on which any Officer of the Exchange serves;
- (v) such Director, or an entity with which the Director is a partner, an officer, an employee, or a director, receives or has received more than \$100,000 in combined annual payments for legal, accounting, or consulting services from the Exchange or its Affiliate, any Participant, or any Affiliate of such Participant. Compensation for services as a Director of the Exchange or as a director of an Affiliate thereof does not count toward the \$100,000 payment limit, nor does deferred compensation for services rendered prior to becoming a Director, so long as such compensation is in no way contingent, conditioned, or revocable; or,
- (vi) in the case of a Public Director that is a member of the Regulatory Oversight Committee or the Exchange Participant Committee, such Public Director accepts or has accepted, directly or indirectly, any consulting, advisory, or other compensatory fee from the Exchange or its Affiliate or any Participant or any Affiliate of such Participant, other than deferred compensation for service rendered prior to becoming a member of the Regulatory Oversight Committee or the Exchange Participant Committee, provided that such compensation is in no way contingent, conditioned, or revocable.
- (vii) Any of the “material relationships” set forth above apply to the “immediate family” of such Director, i.e., spouse, parents, children, and siblings, in each case, whether by blood, marriage, or adoption, or any person residing in the home of the director or that of his or her immediate family.

(f) The compensation of the Public Directors and other non-executive members of the Board shall not be linked to the business performance of the Exchange.

(g) The Board shall have procedures, as may be further set forth in policies that the Exchange 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 the Exchange.

(h) The Board shall establish arrangements to permit consideration of

Participants in connection with the functioning of the Exchange and with additions or amendments to the Rules and shall make a description of such arrangements available to the public and to the CFTC.

Rule 203 Officers

(a) Subject to the oversight of the Board, the Exchange shall appoint from time to time one or more individuals to serve as the Chief Executive Officer, Chief Regulatory Officer and may further appoint such other officers of the Exchange or any subsidiary of the Exchange (each, an “**Officer**”) as deemed necessary or appropriate, with such titles, duties, and authority as the Exchange shall approve, to carry out the business of the Exchange or any subsidiary of the Exchange, and upon such terms and conditions as the Board shall determine.

(b) Any Officer may also be a director, officer, partner or employee of the Exchange or of any of its Affiliates.

(c) The Officers shall have such powers and duties in the management of the Exchange as the Board may prescribe from time to time, subject to the terms of the LLC Agreement.

(d) Each Officer is entitled to indemnification pursuant to the LLC with respect to matters relating to the Exchange.

Rule 204 Qualifications of Directors; Eligibility/Fitness

(a) An individual may not serve as a Board member, or serve on a committee established by the Board, a Hearing Panel or a Board of Appeals, or hold a 10% or more ownership interest in the Exchange, 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) is currently suspended from trading on a Contract Market, is 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: (A) 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 (B) 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 governing board of any Self-Regulatory Organization as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934; or
- (viii) is subject to a statutory disqualification pursuant to Section 8a(2) of the CEA.
- (ix) For purposes of this Rule 204(a), the terms “disciplinary offense,” “final decision” and “settlement agreement” have the meaning given those terms in CFTC Rule 1.63(a).

(b) Prior to nomination to the Board, each individual shall certify he/she is not disqualified pursuant to Rule 204(a). Upon appointment, each member of the Board shall provide to the Exchange, where applicable, changes in registration information within 30 days and certification of compliance accordingly. In addition, each member will certify on at least an annual basis regarding their continued compliance with Rule 204(a). The Exchange shall verify information supporting Board compliance with eligibility criteria.

(c) In addition, to serve as a member of the Board, an individual must possess the ability to contribute to the effective oversight and management of the Exchange, taking into account the needs of the Exchange and such factors as the individual’s experience, perspective, skills and knowledge of the industry in which the Exchange operates. This shall include sufficient expertise, where applicable, in financial services, risk management, and clearing services.

Rule 205 Standing Committees

(a) The Board shall have at least the three following standing committees: the Nominating Committee, the Exchange Participant Committee, and the Regulatory Oversight Committee, each with the roles and responsibilities set out below.

(b) Nominating Committee. The Nominating Committee of the Board shall consist of at least 51% Public Directors. The Nominating Committee reports to the Board and shall be chaired by a Public Director. The Nominating Committee shall have authority and responsibility to (i) identify individuals qualified to serve on the Board, consistent with the criteria that the Board require and any composition requirement that the Commission promulgates; and (ii) administer a process for the nomination of

individuals to the Board.

(c) Exchange Participant Committee. The Exchange Participant Committee of the Board reports to the Board and shall consist of at least 35% Public Directors. The Exchange Participant Committee is responsible for (i) determining the standards and requirements for initial and continuing Participant eligibility, (ii) reviewing appeals of staff denials of Participant applications, and (iii) approving Rules that would result in different categories or classes of Participants receiving disparate access to the Exchange. The Exchange Participant Committee shall not, and shall not permit the Exchange to, restrict access or impose burdens on access in a discriminatory manner, within each category or class of Participants or between similarly-situated categories or classes of Participants.

(d) Regulatory Oversight Committee. The Regulatory Oversight Committee of the Board shall report to the Board and consist of 100% Public Directors. The Regulatory Oversight Committee shall oversee the Exchange's regulatory program on behalf of the Board with the authority to (i) monitor the regulatory program of the Exchange for sufficiency, effectiveness, and independence and (ii) oversee all facets of the regulatory program, including:

- (i) trade practice and market surveillance; audits, examinations, and other regulatory responsibilities with respect to Participants (including compliance with, if applicable, financial integrity, financial reporting, sales practice, recordkeeping, and other requirements); and the conduct of investigations;
- (ii) reviewing the size and allocation of the regulatory budget and resources, and the number, hiring, termination, and compensation of regulatory personnel;
- (iii) supervising the Chief Regulatory Officer of the Exchange, who will report directly to the Regulatory Oversight Committee;
- (iv) recommending changes that would ensure fair, vigorous, and effective regulation; and
- (v) reviewing all regulatory proposals prior to implementation and advising the Board as to whether and how such changes may impact regulation.

(e) In addition to the standing committees, the Board shall have the power and authority to create and terminate, in accordance with the LLC Agreement, special committees of the Board and designate their composition, responsibilities and powers.

Rule 206 Confidentiality

(a) No member of the Board or any committee established by the Board or by or pursuant to the Rules will use or disclose any material non-public information obtained

in connection with such member's participation in the Board or such committee for any purpose other than the performance of his or her official duties as a member of the Board or such committee.

(b) No officer, employee or agent of the Exchange will: (i) trade in any commodity interest if such officer, employee or agent obtained material non-public information concerning such financial instrument in connection with such employee's, officer's or agent's employment or (ii) disclose to any other Person material non-public information obtained in connection with such employee's, officer's or agent's employment, if such employee, officer or agent could reasonably expect that such information might assist another Person in trading any commodity interest.

Rule 207 Conflicts of Interest

(a) Named Party In Interest Conflict

- (i) No member of the Board, any Hearing Panel, any Board of Appeals or any other disciplinary committee of the Exchange will knowingly participate in such body's deliberations or voting in any matter involving a named party in interest where such member (A) is the named party in interest in the matter, (B) is an employer, employee or fellow employee of a named party in interest, (C) as any other significant, ongoing business relationship with a named party in interest, excluding relationships limited to Contracts, or (D) has a family relationship with a named party in interest.
- (ii) Prior to consideration of any matter involving a named party in interest, each member of the deliberating body who does not choose to abstain from deliberations and voting will disclose to the Chief Regulatory Officer whether such member has one of the relationships listed in clause (i) above with a named party in interest.
- (iii) The Chief Regulatory Officer will determine whether any member of the relevant deliberating body who does not choose to abstain from deliberations and voting is subject to a conflicts restriction under this paragraph (iii). Such determination will be based upon a review of the following information: (A) information provided by such member pursuant to clause (ii) above; and (B) any other source of information that is held by and reasonably available to the Exchange.

(b) Financial Interest in a Significant Action Conflict

- (i) No member of the Board, any Hearing Panel, any Board of Appeals or any other disciplinary committee of the Exchange will participate in such body's deliberations and voting on any significant action if such member has a direct and substantial financial interest in the result of the vote, as determined pursuant to clause (iii) below.

- (ii) Prior to consideration of any significant action, each member of the deliberating body who does not choose to abstain from deliberations and voting will disclose to the Chief Regulatory Officer any information that may be relevant to a determination of whether such member has a direct and substantial financial interest in the result of the vote.
 - (iii) The Chief Regulatory Officer will determine whether any member of the relevant deliberating body who does not choose to abstain from deliberations and voting is subject to a conflicts restriction under this paragraph (iii). Such determination will be based upon a review of the following information: (A) the most recent large trader reports and clearing records available to the Exchange; (B) information provided by such member pursuant to clause (ii) above; and (C) any other information reasonably available to the Exchange, taking into consideration the exigency of the significant action being contemplated.
 - (iv) Any member of the Board, any Hearing Panel, any Board of Appeals or any other disciplinary committee of the Exchange who would otherwise be required to abstain from deliberations and voting pursuant to clause (i) above may participate in deliberations, but not voting, if the deliberating body, after considering the factors specified below, determines that such participation would be consistent with the public interest; provided, however, that before reaching any such determination, the deliberating body will fully consider the information specified in clause (ii) above which is the basis for such member's substantial financial interest in the significant action that is being contemplated. In making its determination, the deliberating body will consider: (A) whether such member's participation in the deliberations is necessary to achieve a quorum; and (B) whether such member has unique or special expertise, knowledge or experience in the matter being considered.
- (c) The minutes of any meeting to which the conflicts determination procedures set forth in this Rule apply will reflect the following information:
- (i) the names of all members of the relevant deliberating body who attended such meeting in person or who otherwise participated in such meeting;
 - (ii) the name of any member of the relevant deliberating body who voluntarily recused himself or herself or was required to abstain from deliberations or voting on a matter and the reason for the recusal or abstention, if stated;
 - (iii) the information that was reviewed for each member of the relevant

deliberating body; and

- (iv) any determination made in accordance with clause (iv) of Rule 207(b) above.

Rule 208 Maintenance of Books and Records by the Exchange

(a) The Exchange shall keep, or cause to be kept, complete and accurate books and records of accounts of the Exchange, including all books and records required to be maintained pursuant to the CEA, and the CFTC Rules.

(b) The Exchange shall retain all such books and records for at least five (5) years, and shall make such books and records readily accessible for inspection by the CFTC and the U.S. Department of Justice during the first two (2) years of such five-year period.

Rule 209 Information-Sharing Arrangements

(a) The Exchange may enter into information-sharing agreements or other arrangements or procedures to coordinate surveillance with other markets on which financial instruments related to the Contracts trade. As part of any information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule, the Exchange may:

- (i) provide market surveillance reports to other markets;
- (ii) share information and documents concerning current and former Participants with other markets;
- (iii) share information and documents concerning ongoing and completed investigations with other markets; or
- (iv) require its current or former Participants to provide information and documents to the Exchange at the request of other markets with which the Exchange has an information-sharing agreement or other arrangements or procedures.

(b) The Exchange may enter into any arrangement with any Person or body (including the CFTC, the NFA, any Self-Regulatory Organization, any exchange, market, or clearing organization, or foreign regulatory authority) if the Exchange considers such arrangement to be in furtherance of the Exchange’s purpose or duties under the Rules or any law or regulation.

(c) The Exchange may provide information to a duly authorized foreign Governmental Authority, as directed by the CFTC, in accordance with an information-sharing agreement executed with the CFTC.

Rule 210 Regulatory Services Provider

(a) The Exchange may contract with a Regulatory Services Provider to provide certain regulatory services to the Exchange pursuant to a Regulatory Services Agreement. In accordance with the relevant Regulatory Services Agreement, a Regulatory Services Provider may perform certain surveillance, investigative, and regulatory functions under the Rules and the Exchange may provide information to such Regulatory Services Provider in connection with the performance by such Regulatory Services Provider of those functions.

(b) Any of the powers or functions of the Exchange under the Rules may be delegated to a Regulatory Services Provider pursuant to the relevant Regulatory Services Agreement in such manner and on such terms as the Exchange and such Regulatory Services Provider may mutually agree; provided, however, that the Exchange shall retain ultimate decision-making authority with respect to any powers or functions that are delegated to such Regulatory Services Provider.

Rule 211 Use of Proprietary Data and Personal Information

(a) The Exchange may not use for business or marketing purposes any proprietary data or personal information collected or received, from or on behalf of any Person, for the purpose of fulfilling its regulatory obligations; provided, however, that the Exchange may use such data or information for such purposes with the consent of the Person from whom such data or information is collected or received.

(b) Notwithstanding the provisions of Rule 210(a), the Exchange may share such proprietary data or personal information with one or more registered entities (as such term is defined in CFTC Rules).

(c) Access to the Exchange may not be conditioned upon the use of proprietary data or personal information for business or marketing purposes.

Rule 212 Reporting Requirements

In the event the Board rejects a recommendation or supersedes an action of the Regulatory Oversight Committee or the Exchange Participant Committee, the Exchange shall submit a written report to the CFTC detailing: (1) the recommendation or action of the Regulatory Oversight Committee or the Participation Committee; (2) the rationale for such recommendation or action; (3) the rationale of the Board for rejecting such recommendation or superseding such action; and (4) the course of action that the Board decided to take contrary to such recommendation or action.

**CHAPTER III
PARTICIPATION**

Rule 301 Jurisdiction

(a) By accessing, or entering any Order into, the Exchange, and without any need for any further action, undertaking or agreement, a Participant, Authorized User

agrees (i) to be bound by, and comply with, the Rules and Applicable Law, in each case to the extent applicable to it, him or her, and (ii) to become subject to the jurisdiction of the Exchange with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Participant or Authorized User.

(b) Any Participant or Authorized User whose right to access the Exchange is revoked or terminated pursuant to these Rules will remain bound by the Rules and Applicable Law, in each case to the extent applicable, and subject to the jurisdiction of the Exchange with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Participant or Authorized User prior to such revocation or termination.

Rule 302 Participants

(a) Each Participant will have the right to access the Exchange, including the right to place Orders for each of its proprietary accounts. The access rights of a Participant hereunder may not be transferred, assigned, sold or leased.

(b) A Participant will not be a limited liability company member of the Exchange and will not obtain any equity or other interest in the Exchange, including voting rights or rights to receive any dividends or other distributions, whether arising from a dissolution, merger or consolidation involving the Exchange or otherwise.

Rule 303 Requirements for Participants

(a) A Participant must be admitted to the Exchange and deliver an executed Participant Agreement. To be eligible for admission, the Participant must demonstrate to the Exchange that it:

- (i) is of good reputation and business integrity;
- (ii) complies with the financial responsibility, recordkeeping and reporting requirements set out in Rule 304;
- (iii) is validly organized, in good standing, and authorized by its governing body and, if relevant, documents of organization, to trade Contracts;
- (iv) is not Insolvent;
- (v) is not prohibited from using the services of the Exchange for any reason whatsoever;
- (vi) holds all registrations required under Applicable Law, if any, including any FCM, Supervisory Person and/or Associated Person registration, as applicable;
- (vii) is not subject to statutory disqualification under Section 8a(2) of the CEA;

(viii) satisfies any other criteria that the Exchange may require from a Participant.

(b) As part of the application procedure, the Exchange may request such information and documentation as it may reasonably require in order to determine whether the Exchange's eligibility requirements have been satisfied. Any Participant organized or located outside of the United States shall enter into a written agreement acceptable to the Exchange appointing a third party as its U.S. agent for service of process for purposes of CFTC Rule 15.05, and shall provide the Exchange with a copy of the agreement.

(c) The Exchange may deny, condition, suspend, or terminate Participant status of any entity that:

- (i) is unable to satisfactorily demonstrate its ability to satisfy the eligibility criteria to become or remain compliant as a Participant;
- (ii) is unable to satisfactorily demonstrate its capacity to adhere to all applicable Rules;
- (iii) would bring the Exchange into disrepute as determined by the Exchange in its sole discretion; or
- (iv) shows such other cause as the Exchange may reasonably determine.

(d) If the Exchange decides to deny or condition an applicant's application, the Exchange shall promptly notify the applicant in writing to the address provided by the applicant on the Exchange application form.

(e) If the Participant is not itself a Clearing Member, the Participant must also be party to an agreement with a Clearing Member in accordance with Rule 802.

(f) A person approved as a Participant shall be subject to all of the Rules of the Exchange.

(g) Each applicant and each Participant agrees (i) promptly to provide, or procure the provision of, such information and documents as the Exchange may reasonably request, and (ii) that the Exchange, without being prevented by any duty of confidentiality by any holder of information, may obtain such information and documents from any Clearing Member or from the Clearing House.

(h) The Exchange shall grant access to independent software vendors that meet the requirements for Participants set out in this Rule 303.

Rule 304 Minimum Requirements

(a) A Participant that is registered with the CFTC as an FCM must remain in compliance with the minimum financial and related reporting requirements of CFTC

Rules. A copy of any notice or written report that a Participant is required to file with the Commission pursuant to Commission Regulation 1.12 must also be filed with the Exchange. A Participant that violates any of the aforementioned Commission Regulations will be deemed to have violated this Rule 304(a).

(b) A Participant that is an organization but not registered with the CFTC must submit to the Exchange or the Regulatory Service Provider, if any, annual audited financial statements certified by a certified independent public accountant (or by a Person having similar qualifications if the Participant's books of account are kept outside the United States) within ninety calendar days of the Participant's fiscal year-end.

(c) A Participant that is registered with or authorized or supervised by a Governmental Authority shall comply with the rules and regulation of such Governmental Authority relating to minimum financial and related reporting and recordkeeping requirements and shall provide to the Exchange and to the Regulatory Services Provider, if any, a copy of such Participant's regulatory capital report, reasonably contemporaneously with the filing of such report and substantially in the form such report was filed with such government agency. A Participant that is not subject to such filing requirements shall provide the Exchange with such financial information as the Exchange may require from time to time.

Rule 305 Duties and Responsibilities of Participants

- (a) Each Participant shall, and shall cause its Authorized Users to:
 - (i) access the Exchange in a responsible manner and not for any improper purpose;
 - (ii) access the Exchange only to conduct business that is subject to the Rules and the Exchange Requirements and in a manner consistent with the Rules and the Exchange Requirements;
 - (iii) comply with the Rules and the Exchange Requirements and act in a manner consistent with the Rules and the Exchange Requirements;
 - (iv) comply with the rules of the Clearing House that accepts for clearing a Contract traded by the Participant on the Exchange, to the extent applicable to such Participant and such Contract;
 - (v) observe high standards of integrity, market conduct, commercial honor, fair dealing, and just and equitable principles of trade while conducting or seeking to conduct any business connected with or concerning the Exchange;
 - (vi) not knowingly mislead or conceal any material fact or matter in any dealings or filings with the Exchange or in connection with a Disciplinary Action;

- (vii) cooperate promptly and fully with the Exchange in any investigation, inquiry, audit, examination or proceeding regarding compliance with the Rules or any Disciplinary Action or arbitration;
- (viii) comply with any order issued by the Exchange;
- (ix) employ practices to monitor and enforce compliance with risk limits
- (x) keep all User IDs, account numbers and passwords related to the Exchange confidential; and
- (xi) keep, or cause to be kept, complete and accurate books and records, including, without limitation, all books and records required to be maintained pursuant to the Applicable Law, for at least five (5) years, and make such books and records available for inspection by a representative of the Exchange, the CFTC or the U.S. Department of Justice.

(b) In addition to the requirements of Rule 305(a), each Participant shall employ practices to monitor and enforce compliance with its internal risk limits and shall be responsible for all Orders and Transactions effected on the Exchange by or for the account of such Participant, its Authorized Users or by any Person using its or their User IDs.

Rule 306 Authorized Users

- (a) All Participants must have at least one Authorized User.
- (b) A Participant who is not a natural Person must designate one of its employees as an Authorized User.
- (c) By agreeing to become an Authorized User, an individual agrees to be bound by the duties and responsibilities of an Authorized User set out in Rule 307 and to be subject to, and comply with Applicable Law and the Rules.
- (d) To designate an Authorized User, a Participant must follow the procedures established by the Exchange. The Exchange may establish criteria that individuals must fulfill to become an Authorized User. Without limiting the generality of the foregoing, each Participant will ensure on an ongoing basis that (i) none of its Authorized Users is subject to a disqualification pursuant to any Applicable Law (unless an appropriate exemption has been obtained with respect thereto) and (ii) each of its Authorized Users is technically proficient and conducts its business in a fair and equitable manner.
- (e) The Exchange will promptly notify a Participant in writing of the approval of designated Authorized User(s) or if the Exchange declines to approve the nomination of an Authorized User.
- (f) The Exchange will maintain a list of all designated Authorized Users for

each Participant.

(g) The Exchange may, in its sole discretion revoke or suspend the designation of an individual as an Authorized User and shall promptly notify the Participant and its Clearing Member of such action.

(h) To request the termination of the designation of an individual as an Authorized User, the Participant must follow the procedures established by the Exchange. The Exchange may, in its sole discretion, refuse to accept a request to terminate the registration of an Authorized User or may postpone the effective date of the termination of registration if the Exchange considers it necessary for the protection of the Participant or in the Exchange's best interest. Based on the information provided to, and other information gathered by, the Exchange regarding the request to terminate the registration of an Authorized User, the Exchange will determine whether to:

- (i) accept the request to terminate such registration;
- (ii) postpone the effective date of termination of the registration; and/or
- (iii) impose any terms or conditions before or after the effective date of termination of the registration.

Rule 307 Duties and Responsibilities of Authorized Users

(a) By agreeing to act as an Authorized User, such Person agrees to be bound by the duties and responsibilities of an Authorized User and to be subject to, and comply with, the Rules.

(b) An Authorized User must:

- (i) ensure that activity conducted under the User IDs assigned to it and any of its personnel complies with Applicable Law and the Rules;
- (ii) have the authority, at the Exchange's request, to adjust or withdraw any Order submitted under such User IDs;
- (iii) have and maintain during all necessary regulatory approvals and/or licenses to operate as an Authorized User;
- (iv) cooperate promptly and fully with the Exchange in any investigation, inquiry, audit, examination or proceeding regarding compliance with the Rules or any Disciplinary Action or arbitration proceeding;
- (v) comply with any order issued by the Exchange; and
- (vi) agree to such other terms and conditions as may be established by the Exchange from time to time.

Rule 308 Clearing Members Accessing the Exchange

(a) A Clearing Member may trade an account on behalf of a Participant hereunder solely for the purpose of liquidating Contracts and any resulting positions previously submitted to the Clearing House for the account of such Clearing Member on behalf of a Participant that has failed to perform its obligations to the Exchange or such Clearing Member (to the extent applicable).

Rule 309 Required Notices

(a) Each Participant shall immediately notify the Exchange upon becoming aware of any of the following events:

- (i) any material changes to the information provided to the Exchange by the Participant;
- (ii) any damage to, or failure or material inadequacy of, the systems, facilities or equipment of the Participant used to effect Transactions on the Exchange;
- (iii) any refusal of admission to, or withdrawal by the Participant of any application for membership in, any Self-Regulatory Organization;
- (iv) any denial or withdrawal of an application for registration or license by or from any Governmental Authority, and any revocation, suspension or conditioning of a registration or license granted by any Governmental Authority;
- (v) the commencement of any judicial or administrative proceeding against the Participant by a Governmental Authority or the imposition of any fine, 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 Governmental Authority;
- (vi) the indictment or conviction of, or any confession of guilt or plea of guilty or nolo contendere by, the Participant or any of its officers for any felony or misdemeanor involving, arising from, or related to, the purchase or sale of any commodity, security, futures contract, option or other financial instrument, or involving or arising from fraud or moral turpitude; and
- (vii) the Insolvency of the Participant or any of its Affiliates.

(b) Each Participant that is not a natural person shall notify the Exchange at least ten business days prior to any merger, sale or transfer of substantially all of its assets, acquisition, consolidation, combination, sale or other material change of ownership.

(c) Nothing in this Rule 309 is intended to substitute for or limit any other reporting obligations that a Participant may have to the Exchange or any regulatory agency or Self-Regulatory Organization.

Rule 310 Account Administrators

(a) Each Participant shall appoint at least one Account Administrator, who shall (i) be responsible for monitoring the Participant's participation on the Exchange, the compliance of the Participant with the Rules and communication with the Exchange, and (ii) be entitled to access the Exchange for risk management, audit and other back-office purposes as specified by the Exchange from time to time.

(b) Account Administrators shall not have trading privileges on the Exchange.

(c) A Participant shall promptly notify the Exchange of a change in the identity of any of its Account Administrators.

Rule 311 Access Requirements and Terms

(a) Access to the Exchange will be Internet-based. Participant accounts will be issued User IDs, passwords, and digital certificates for secure access. The Participant is responsible for the security of these items, and any misuse is the responsibility of the Participant.

(b) Certificates, User IDs, and passwords are for the Participant's use only and shall not be shared with other parties.

(c) A Participant must notify the Exchange immediately upon any suspicion of theft of a password, User IDs or certificate, or any unauthorized access.

Rule 312 Dues and Fees

(a) Exchange dues and fees are posted at the Exchange Website, which may be amended from time to time without advance notice to any person.

Rule 313 Inspections by the Exchange

(a) The Exchange and the Regulatory Services Provider, if any, shall have the right, in connection with determining whether the Rules are being, will be, or have been complied with by the Participant, to:

- (i) inspect systems, equipment and software operated by the Participant in connection with business that is or may be subject to the Rules, wherever located;
- (ii) access the systems, equipment, software, 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 of

the Exchange, without prior notice to the Participant; and/or

- (iii) copy and/or reproduce any data to which the Exchange has access under this rule.

(b) Each Participant shall provide the Regulatory Services Provider with the same access as it would be required to provide to the Exchange.

(c) The Exchange may require a Participant to furnish such information concerning the Participant's business that is subject to the Rules of the Exchange as the Exchange deems necessary to enable the Exchange to perform its obligations under Applicable Law, including information relating to (i) Contracts executed on the Exchange and in related derivatives markets, including in the products underlying those Contracts, and (ii) information requested by a Governmental Authority relating to the Exchange's business as a designated contract market and/or the Exchange's compliance with Applicable Law that the Exchange believes is maintained by, or otherwise in the possession of, a Participant.

Rule 314 Liquidity Provider Program

(a) At its discretion, Bitnomial Exchange may offer a liquidity provider program that provides incentives to Participants willing to supply substantial numbers of bids and offers or traded volume in the market. The liquidity provider program may offer reduced fees, amongst other incentives, for qualified liquidity providers as determined by the Exchange.

**CHAPTER IV
BUSINESS CONDUCT AND TRADING PRACTICES**

Rule 401 Business Conduct

(a) Regulatory Compliance. No Participant or any of its Authorized Users shall engage in conduct that is a violation of the CEA or CFTC Rules, the Rules of the Exchange or the rules of the Clearing House and will conduct its business in accordance with all applicable laws, regulations, tariffs and rules, and in good faith, with a commitment to honest dealing.

(b) Fraud. No Participant or any of its Authorized Users shall engage or attempt to engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive, trick or mislead in connection with or related to any Exchange or Clearing House activity.

(c) Good Faith. No Participant or any of its Authorized Users shall knowingly enter, or cause to be entered, bids or offers into the system other than in good faith for the purpose of executing bona fide transactions.

(d) Transaction Integrity. Participants and their Authorized Users shall honor the terms and conditions of the Participant Agreement and will transact in Contracts only

for legitimate business purposes, such as managing business risk or that otherwise have economic substance.

(e) Antitrust. No Participant or any of its Authorized Users shall collude with other market Participants to affect the price or supply of any commodity or Contracts, or otherwise unlawfully restrain competition.

(f) Risk Management. Participants shall adopt, adhere to and enforce risk management and other policies and structures that are designed to ensure that trading activities are conducted in accordance with the Rules.

Rule 402 General Trading Practices

(a) Skills. Each Participant and Authorized User is responsible for understanding all factors that influence the markets in Contracts in order to maintain a high level of competence in its trading.

(b) Rules. The Exchange will provide updates and amendments to these Rules and notices or advisories regarding the application and interpretation of these Rules. It is the obligation of each Participant and its Authorized User to ensure these documents are read and understood. It shall be prohibited for a Participant and its Authorized Users to violate any Rule or any agreement made with the Exchange, or to engage in fraud, dishonorable or dishonest conduct, or conduct which is inconsistent with just and equitable principles of trade, even where a Rule does not specifically reference “Participant” or “Authorized User.”

(c) Price Manipulation, Fictitious, Non-Competitive or Artificial Transactions. No Participant or Authorized User shall effect or induce (or attempt to effect or induce) the purchase or sale of any Contract for the purpose of creating or inducing a false, misleading, or artificial appearance of activity in such Contract, or for the purpose of unduly or improperly influencing the market price of such Contract or for the purpose of making a price which does not reflect the true state of the market in such Contract. No Participant or Authorized User shall arrange and execute simultaneous offsetting buy and sell Orders in a Contract with intent to artificially affect reported revenues, trading volumes or prices.

(d) Market Manipulation. No Participant or Authorized User shall attempt to manipulate or manipulate the market in any Contract. No Participant or Authorized User shall directly or indirectly participate in or have any interest in the profit of a manipulative operation or knowingly manage or finance a manipulative operation. This includes any pool, syndicate, or joint account, whether in corporate form or otherwise, organized or used intentionally for the purposes of unfairly influencing the market price of any Contract.

(e) Market Disruption. Orders entered on the Exchange for the purpose of upsetting the equilibrium of the market in any Contract or creating a condition in which prices do not or will not reflect fair market values are prohibited, and any Participant or

Authorized User who makes or assists in entering any such Order with knowledge of the purpose thereof or who, with such knowledge, in any way assists in carrying out any plan or scheme for the entering of any such Order, will be deemed to have engaged in an act detrimental to the Exchange.

(f) Gratuities. Except with the prior written approval of the Chief Regulatory Officer, no Participant or Authorized User shall, directly or indirectly, give or permit to be given anything of value, including gifts and gratuities, to an Exchange Official in an amount that exceeds the maximum value permitted by the Exchange's gifts and entertainment policy.

(g) Disruptive Trading Practices. No Participant or Authorized User shall engage in any trading, practice, or conduct that constitutes a "disruptive trading practice," as such term is defined by the CEA and CFTC Rules.

(h) Rumors. No Participant or Authorized User shall knowingly circulate, in any manner, rumors of a character which might affect market conditions in any Contract; provided, however, that this shall not prohibit discussion of unsubstantiated information, so long as its source and unverified nature are disclosed.

(i) False Reports. No Participant or Authorized User shall make any knowing misstatement of a material fact to the Exchange, any Exchange Official, or any Board committee or Exchange panel. No Participant or Authorized User shall knowingly disseminate false or misleading reports regarding Transactions to the Exchange.

(j) Wash Sales. No Participant or Authorized User shall place or accept buy and sell Orders in the same product and expiration month, where known 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). Buy and sell Orders by Participants or Authorized Users that are entered with the intent to negate market risk or price competition shall be deemed to violate the prohibition on wash trades. Additionally, no Participant or Authorized User shall knowingly execute or accommodate the execution of such Orders by direct or indirect means.

(k) Financial Condition. No trading will be conducted for the purpose of misrepresenting the financial condition of a Participant or Authorized User.

(l) Acts Detrimental to the Exchange. No Participant or Authorized User shall engage in any act that is detrimental to the Exchange.

(m) Misuse of Bitnomial Exchange. No Participant or Authorized User shall permit the unauthorized use of the Exchange, to assist any Person in obtaining unauthorized access to the Exchange, to trade on the Exchange without an agreement and an established account with a Clearing Member, to alter the equipment associated with the Exchange (except with the Exchange's consent), to interfere with the operation of the Exchange, to intercept or interfere with information provided thereby, or in any way to use the Exchange in a manner contrary to the Rules.

(n) Supervision. A Participant shall establish, maintain and administer reasonable supervisory procedures to monitor the compliance of Authorized Users and supervised persons with the Rules and any applicable provisions of the CEA and CFTC Rules and such Participant may be held accountable for the actions of such Authorized Users or supervised persons.

(o) Disclosing Order Information. No Participant or Authorized User shall disclose an Order to buy or sell, except to a designated Exchange Official or the CFTC or as necessary to efficiently execute the Order nor shall any Participant solicit or induce another Participant or Authorized User to disclose Order information. No Person shall take action or direct another to take action based on non-public Order information, however acquired. The mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of this rule.

Rule 403 Pre-Arranged, Pre-Negotiated and Noncompetitive Trades Prohibited

(a) No Person shall prearrange or pre-negotiate any purchase or sale or noncompetitively execute any Transaction, except as provided in Rule 403(b) or Rule 403(c).

(b) Participants and Authorized Users may engage in pre-execution communications with regard to transactions executed or to be executed on the Exchange if one party (the first party) wishes to be assured that a contra party (the second party) will take the opposite side of the first party's Order, subject to the following restrictions:

- (i) A party may not engage in pre-execution communications with other market participants on behalf of another party unless the party for whose benefit the trade is being made has previously consented to permit such communications.
- (ii) Parties to pre-execution communications shall not disclose to a non-party the details of such communications or enter an Order to take advantage of information conveyed during such communications except in accordance with this rule.
- (iii) The first party's Order must be entered into the Exchange first, and the second party's Order may not be entered into the Exchange until a period of fifteen (15) seconds has elapsed from the time entry of the first Order.

Rule 404 Disciplinary Procedures; Termination of Connection

(a) All access denials, suspensions, expulsions and other restrictions imposed upon a Participant or any of its Authorized Users by the Exchange pursuant to a Disciplinary Action shall restrict with equal force and effect, access to, and use of, the Exchange.

(b) The Exchange, at its sole discretion, shall have the right to summarily

terminate the connection of any Participant or the access of any Trading Account or User ID to the Exchange. Additionally, the Exchange, at its sole discretion, shall have the right to direct a Participant to immediately terminate access to the Exchange any of such Participant's Authorized Users.

Rule 405 Position Limits

(a) The Exchange may adopt position limits for Contracts, and grant exemptions from position limits for bona fide hedging transactions and positions, in accordance with CFTC Rules. A Person seeking an exemption from position limits must apply to the Compliance Department in the form and manner required by the Exchange.

(b) The CFTC may also from time to time establish position limits for Contracts traded pursuant to these Rules. For any such Contract subject to a position limit set by the CFTC, the Exchange shall not set its position limit at a level higher than the CFTC's limit.

(c) A Person who exceeds a position limit as a result of maintaining positions at more than one Clearing Member shall be deemed to have waived confidentiality regarding its positions and the identity of the Clearing Members at which those positions are maintained.

(d) The position limit levels for those Contracts with position limits are set forth in Appendix A.

Rule 406 Position Accountability

A Person who holds or controls aggregate positions in a Contract in excess of the position accountability levels relating to that Contract set out in Appendix A shall be subject to the following provisions:

(a) Such Person shall provide, in a timely manner upon request by the Compliance Department, information regarding the nature of the position, trading strategy, and hedging information if applicable.

(b) Such Person shall, if so ordered by the Compliance Department, acting in its discretion, liquidate or not increase further the positions which exceed such levels.

(c) Such positions must be initiated and liquidated in an orderly manner.

(d) This Rule shall not limit the jurisdiction of the Exchange to take action that it determines necessary or appropriate in respect of any positions on the Exchange.

Rule 407 Reports of Large Positions

Upon request, Participants must provide the Compliance Department with information, in a form and manner acceptable to the Compliance Department, identifying the owner, any controlling parties and any additional required information for each reportable account.

Rule 408 Aggregation of Positions

For purposes of Rule 405, Rule 406 and Rule 407, positions in Contracts shall be aggregated in accordance with CFTC Rules.

Rule 409 Reporting Levels, Position Accountability Levels and Position Limits

The reporting levels, position accountability levels and position limits for Contracts are found in Appendix A.

Rule 410 Information Disclosure and Documentation

Markets depend on trust in the accuracy of market information provided by Participants and in the transparency of market behavior of all market Participants.

Participant will act in accordance with these practices for information disclosure and documentation with regard to its Exchange activity:

- (a) Provide information relating to Contracts to regulators in compliance with all applicable rules and requirements and continue to cooperate with regulators as reasonably necessary to assist in their understanding of the markets.
- (b) Ensure that any information disclosed to the Exchange is accurate and consistent. No existing or prospective Participant shall make any false statements or misrepresentations in any application, report or other communication to the Exchange.

Rule 411 Compliance

Each Participant will have a compliance program commensurate with the size and scope of its trading activities on the Exchange and designed to ensure appropriate, timely and ongoing review of trading practices and compliance with the Rules.

Participant will act in accordance with these practices for compliance and monitoring with regard to its Exchange activity:

- (a) Provide for proper training of personnel on the provisions of the Rules.
- (b) Maintain internal policies and procedures to promote compliance with the Rules.
- (c) Promptly disclose to the Exchange the details of any violations of the Rules involving Participant's activities on the Exchange or provision of market information to the Exchange or any of its Affiliates.
- (d) Provide an environment that encourages employees within the Participant's organization to engage in safe and confidential discussions and to disclose to senior management any trading practices that might violate the Rules.

(e) Require any consultant, contractor and/or subcontractor to disclose all financial affiliations and conflict of interests with Participants, the Exchange and its affiliates. Ensure that consultants, contractors or subcontractors do not cause any disclosure of information in violation of any Rule and that confidentiality agreements are in effect where appropriate.

(f) Establish clear lines of accountability for the Participant's trading practices, including provisions relating to the responsibilities of corporate officers, with appropriate oversight by the Participant's board of directors or other senior corporate management committee.

CHAPTER V MARKET OPERATIONS

Rule 501 Market Hours and Operation

(a) Market Hours. The Exchange will be open for trading on all business days during the market hours specified in the trading calendar, which is available at the Exchange Website.

(b) Procedures. With respect to trading on or through the Exchange, the Exchange may adopt, without limitation, procedures relating to Transactions in Contracts and trading on the Exchange, including procedures to:

- (i) disseminate the prices of bids and offers and the prices of trades in Contracts;
- (ii) record and account for Contracts;
- (iii) perform market surveillance and regulation on matters affecting Contracts;
- (iv) establish limits on the number and/or size of Orders that may be submitted by a Participant or Authorized User to the Exchange;
- (v) establish position limits on the number of Contracts that can be held by a Participant or customer on the Exchange;
- (vi) establish limits on the number of messages a Participant can send to the Exchange for a Contract in a given time frame;
- (vii) establish a limit on the maximum daily price fluctuations for any Contracts and provide for any related restriction or suspension of trading in such Contracts; and
- (viii) require a suspended or expelled Participant, or a Participant with restricted trading rights, to cause Contracts to be executed for such Participant's account to reduce or eliminate such Participant's open

positions.

(c) Market Suspension and Emergencies. The Exchange reserves the right to adjust Trading Hours and suspend market activities for all or a subset of Contracts in the case of extenuating market circumstances which include, but are not limited to, any occurrence or circumstance which threatens or may threaten such matters as the fair and orderly trading in, or the liquidation of or delivery pursuant to, any Contracts, and which is determined by the Exchange to require immediate action.

During an Emergency, the Board may implement temporary emergency procedures and rules (“**Emergency Rules**”), subject to the applicable provisions of the CEA and CFTC Rules. Emergency Rules may require or authorize the Exchange, the Board, any committee of the Board, the Chief Executive Officer or, in his or her absence, any other Officer to take actions necessary or appropriate to respond to the Emergency, including, but not limited to, the following actions:

- (i) suspending or curtailing trading or limiting trading to liquidation only (in whole or in part);
- (ii) extending or shortening the last trading date for Contracts;
- (iii) providing alternative settlement mechanisms;
- (iv) ordering the liquidation or transfer of Transactions, the fixing of a Settlement Price, or the reduction of positions;
- (v) extending, limiting or changing the Trading Hours;
- (vi) temporarily modifying or suspending any provision of the Rules;
- (vii) requiring Participants to meet special margin requirements;
- (viii) imposing or modifying trading limits, price limits and/or position limits; and/or
- (ix) any other action as directed by the CFTC.

Before any Emergency Rule may be adopted and enforced, a required vote of the Board must approve the enforcement of such Emergency Rule at a duly convened meeting. Directors may attend such a meeting by teleconference. If the Chief Executive Officer, or another authorized Officer, determines that Emergency Rules must be implemented with respect to an Emergency before a meeting of the Board can reasonably be convened, then the Chief Executive Officer or such Officer 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. In such circumstances, the Chief Executive Officer or such Officer must convene a meeting as soon as practicable.

Whenever the Exchange, the Board, any committee of the Board, the Chief Executive Officer or authorized Officer takes actions necessary or appropriate to respond to an Emergency a duly authorized representative of the Exchange, where possible, will post an announcement in a notice to Participants. When the Board, any committee of the Board, the Chief Executive Officer or other authorized Officer determines that the Emergency has been reduced sufficiently to allow the Exchange to resume normal functioning, any such actions responding to an Emergency will be terminated.

The Exchange 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, the Exchange will notify the CFTC as soon as possible or reasonably practicable.

Upon taking any action in response to an Emergency, the Exchange will document the decision-making process related to such action. Such documentation will be kept for at least five (5) years following the date on which the Emergency ceases to exist or to affect the Exchange, and all such documentation will be provided to the CFTC upon request.

Rule 502 Contracts Offered

(a) Contracts/Expiries. Contract Specifications are set forth on the Exchange website. Contract Specifications are subject to revision or amendment from time to time. Revised Contract Specifications may be listed for trading by self-certification in accordance with CFTC Rule 40.2, sent electronically to the CFTC for receipt by the open of business on the business day preceding the contract's listing, which shall include: (i) a description of the Contract and its rules related to its terms and conditions, (ii) the intended listing date, (iii) certification by the Exchange that the Contract to be listed complies with the CEA and the CFTC Rules thereunder, (iv) a concise explanation and analysis of the product and its compliance with applicable provisions of the CEA, including core principles, and the CFTC Rules thereunder, including supporting documentation, and (v) certification that the Exchange posted a notice of pending product certification with the Commission on its website with a copy of the submission, with confidential treatment requests as appropriate.

To offer new products, the Exchange may request that the CFTC approve a new product prior to listing the product for trading. The submission to the CFTC shall be filed electronically in accordance with CFTC Rules 40.3 and include: (1) a description of the product with the rules that set forth the Contract's terms and conditions, (2) an explanation and analysis of the product and its compliance with applicable provisions of the CEA, including core principles, and the CFTC Rules thereunder, including documentation relied upon to establish the basis for compliance with the applicable law, or incorporate information contained in such documentation, with appropriate citations to data sources, (3) description of any agreements or contracts entered into with other parties that enable the Exchange to carry out its responsibilities, (4) certification that the Exchange posted on its website a notice of its request for CFTC approval of the new product with a copy of the submission, (5) a request for confidential treatment as

permitted under CFTC Rule 40.8, if appropriate, and (6) the filing fee required in accordance with CFTC Rules. If requested by CFTC staff, the Exchange will provide evidence, information or data demonstrating that the Contract meets, initially or on a continuing basis, the requirements of the CEA, or other requirements for designation or registration under the CEA or the CFTC Rules thereunder. The Exchange shall submit the requested information by the open of business on the date that is two business days from the date of request by CFTC staff, or at the conclusion of such extended period agreed to by CFTC staff after timely receipt of a written request from the Exchange.

Rule 503 User IDs

(a) Each Participant must request one or more Trading Account ID as needed to accommodate the nature and volume of the Participant's business.

(b) Each Participant and its Authorized Users must have a unique, Exchange-assigned, registered User ID.

(c) Each Order entered will contain a User ID that identifies the Authorized User that entered the Order.

(d) No Person may use a User ID to place any Order except as permitted by these Rules, nor may any Person knowingly permit or assist the unauthorized use of a User ID. Each Participant and Authorized User shall ensure that no User ID is used by any Person not authorized by these Rules. Each Participant that is not an individual must have in place policies and procedures acceptable to the Exchange to ensure the proper use and protection of User IDs.

(e) Each Participant shall ensure the accuracy of the registration information of its Authorized Users at all times.

(f) Each Participant shall be solely responsible for controlling and monitoring the use of all User IDs issued to it and its Authorized Users of the Exchange.

(g) Each Participant shall notify the Exchange promptly upon becoming aware of:

(i) any unauthorized disclosure or use of any User ID assigned to it or any of its Authorized Users and of any other reason for deactivating a User ID; and

(ii) any unauthorized access to the Exchange by any Authorized User or by any Person using a User ID assigned to such Participant or Authorized User.

(h) Each Participant and its Authorized Users shall be bound by any actions taken through the use of a User ID assigned to such Participant or Authorized User (other than any such actions resulting from the fault or negligence of the Exchange), including

the submission of Orders and/or execution of Transactions, whether or not such actions were taken or authorized by such Participant or Authorized User, as the case may be.

(i) Each Participant and its Authorized Users must be able to identify the responsible trader for all orders conducted under the User IDs assigned to it at all times.

Rule 504 Exchange Trading

(a) Order Requirements. To be valid, an Order must consist of the following information:

- (i) *Contract*: The Order must be submitted for a Contract for which Orders may be placed.
- (ii) *Order ID*: Must be present for identification purposes.
- (iii) *Side*: Must be either buy or sell.
- (iv) *Quantity*: Number of Contracts to be traded. Must be a positive integer greater than zero and less than maximum Order Quantity as defined in Contract Specifications.
- (v) *Price*: As defined by Contract Specification.
- (vi) *Time-In-Force*: Day or Immediate-or-Cancel (“IOC”). Day orders are cancelled at the end of the day’s trading session. IOCs are Orders that are immediately executed against resting Orders. If the Order cannot be fully filled, the remaining Quantity is cancelled

(b) Order Types. The following types of Orders are allowed on the Exchange.

- (i) *Limit Order*. Allows the buyer to define the maximum purchase Price and the seller to define the minimum sale Price for a Contract. If any portion of the Order can be matched, it will be immediately executed. Buy Limit Orders will only be executed at or below the limit Price. Sell Limit Orders will only be executed at or above the limit Price. If a Limit Order is not immediately executed, it will remain in the book at the limit Price until the Order is either executed, cancelled, or expires at the end of the trading session.

(c) Submission. Submission of an Order to the Trading Platform constitutes a representation by the submitting Participant that it is acting as principal in respect of such Order. Orders may be submitted to the Trading Platform via the Bitnomial Exchange API.

The Exchange reserves the right to temporarily or permanently defer processing Orders that may interfere with the proper functioning of the Exchange. For previously

submitted Orders, additional validation checks may be run to ensure that the Order contents are still valid and that the submitting Participant has not been suspended.

The Exchange may not offer all Contracts and Expiries in a particular Contract.

(d) Order Modification. Previously submitted Orders can be modified at any time prior to the Order being fully filled.

(e) Order Cancellation.

(i) Orders can be cancelled at any time prior to being fully filled. Once an Order has been fully filled, an Order cannot be cancelled.

(ii) Orders can be cancelled individually through the Bitnomial Exchange API.

(f) Order Submission Period. The Exchange will accept Orders in the time period defined in the respective Contract Specification. The Exchange reserves the right to modify this schedule. All submissions, modifications or cancellations will receive acknowledgement after Exchange processing if they have been accepted.

(g) Trade Matching. The Trade Matching Engine matches and fills Orders using a central limit order book (“CLOB”) and a price-time priority algorithm. In the event of matching Orders with identical prices, Quantity is filled on a first-in-first-out (FIFO) basis.

(h) Clearing. All matched trades generated by the Trade Matching Engine after the application of Trade Risk Limits give rise to binding Exchange Transactions between the applicable Participants, which will be automatically submitted to the Clearing House for registration and novation, as described in Chapter VIII of these Rules. Further description of Clearing House procedures and rules can be found in the Clearing House rulebook. The Exchange reserves the right to cancel erroneous trades submitted to the Clearing House in accordance with Rule 508.

(i) Trading Information. The Exchange shall make public daily information on settlement prices, volume, open interest, and opening and closing ranges for actively traded contracts on the contract market. Trading information will be published on the Exchange Website at the end of the day.

Rule 505 Block Trades [Reserved]

Rule 506 Exchange for Related Position [Reserved]

Rule 507 Position Transfers

The Exchange may permit transfer trades to move positions between Trading Accounts for administrative purposes (“**Position Transfers**”) where no change in ownership is involved. Participants and Clearing Members must obtain approval from the Exchange for a

Position Transfer; such approval to be granted at the sole discretion of the Exchange. Position Transfers will not contribute to any reported volume, price, or trading range.

Rule 508 Trade Cancellations; Trade Reviews

(a) Trade Cancellation Authority. The Exchange may adjust trade prices or cancel (bust) trades when such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the Exchange or by system defects or malfunctions. Notwithstanding any other provision of this Rule 508(a), the Exchange may adjust trade prices or cancel any trade if the Exchange determines that allowing the trade to stand as executed may have a material, adverse effect on the integrity of the market. Any decision of the Exchange with respect to an adjustment or cancellation subject to this Rule 508(a) shall be final.

(b) Review of Trades. The Exchange may review a trade based on its analysis of market conditions or a request for review by a user of the Exchange. A request for review must be made within five minutes of the execution of the trade. The Exchange shall promptly determine whether the trade will be subject to review, and upon deciding to review a trade, the Exchange will promptly issue an alert to all Participants on the Exchange indicating that the trade is under review. In the case of Contracts determined by the Exchange to be illiquid, the Exchange may initiate a review up to one hour after the execution of the trade, and has the authority, but not the obligation, to review trades reported more than one hour following execution if it determines that the trade price was significantly out of line with fair value. In the course of its review of any trade, the Exchange may, but is not obligated to, inform any of the parties to the trade of the identity and contact information of any other party to the trade.

Rule 509 Settlement

(a) Daily Settlement. The Exchange will provide the Clearing House with Settlement Prices once per day. The Daily Settlement price shall be determined at the end of the Daily Settlement Period as defined by the Contract Specification.

(b) Final Settlement. The Exchange will provide the Clearing House with the Final Settlement Prices at the end of the Final Settlement Period on the expiration day of the Contract. Settlement Prices will be calculated as defined by the Contract Specification.

The Exchange reserves the right to adjust Daily and Final Settlement Prices as it deems necessary based on current market conditions or otherwise.

Rule 510 Recordkeeping; Audit Trail

(a) Participants that access the Exchange electronically are responsible for maintaining or causing to be maintained an audit trail for all electronic Orders, which shall include Order entry, modification, and cancellation (the “**Audit Trail**”). Such Audit Trail shall include Orders submitted and the times of Order entry and of any Order

modification or cancellation. Times that are so captured must not be capable of being modified by the Person entering the Order and must reflect all necessary data fields specified by the Exchange from time to time. For executed Orders, the Audit Trail must record the execution time of the trade along with all award information.

(b) Participants shall maintain Audit Trail information for a minimum of five (5) years and must have the ability to produce Audit Trail data in a standard format upon request of the Exchange.

Rule 511 Information Regarding Orders

(a) The Exchange will make information regarding Orders (including prices bid or offered), trades and any other matters it may deem appropriate available to Participants and other Persons at such times and in such manner (whether through the Exchange, financial information services or otherwise) as it may consider necessary or advisable from time to time.

(b) Each Participant or other Person receiving any such information referred to in Rule 511(a) above shall not redistribute such information other than to the extent and in the manner as may be expressly permitted by the Exchange in writing from time to time.

Rule 512 Disaster Recovery; Business Continuity

(a) Each Participant shall have written disaster recovery and business continuity policies and procedures in place to ensure it is able to perform certain basic operational functions in the event of a significant internal or external interruption to its operations. At a minimum, the following areas must be addressed in the Participant's policies and procedures:

- (i) the Participant must have procedures in place to allow it to continue to operate during periods of stress or to transfer accounts to another fully operational Participant with minimal disruption to the Exchange.
- (ii) the Participant must perform periodic testing of disaster recovery and business continuity plans, duplication of critical systems at back up sites and periodic back-up of critical information and provide the Exchange with information regarding the foregoing upon request; and
- (iii) the Participant must maintain and, at the request of the Exchange, provide accurate and complete information for its key personnel. A Participant must inform the Exchange in a timely manner whenever a change to its key personnel is made.

(b) The Exchange may prescribe additional and/or alternative requirements for a Participant's compliance with this rule.

Rule 513 Exchange Messaging Policy

The Exchange enforces a Messaging Policy that limits the number of messages a Participant can submit to the Bitnomial Exchange API as defined by the Contract Specifications.

Rule 514 Self-Match Prevention

The Exchange enforces Self-Match Prevention (“SMP”) to protect against self-trading that violates the Exchange’s Wash Trade prohibition set out in Rule 402(j). SMP prevents the matching of orders with the same Trading Account ID. The Exchange reserves the right to change behavior of SMP from time to time.

**CHAPTER VI
DISCIPLINE AND ENFORCEMENT**

Rule 601 Disciplinary and Enforcement Procedures – General

All Participants and their Authorized Users are subject to the Exchange’s jurisdiction. Any Participant or any other person using any of its User IDs that are alleged to have violated, to have aided and abetted a violation, to be violating, or to be about to violate, any Rule of the Exchange or applicable law for which the Exchange maintains disciplinary jurisdiction is subject to this Chapter VI. No Exchange Official will interfere with or attempt to influence the process or resolution of any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action (collectively, “**Disciplinary Action**”), except to the extent provided under Exchange Rules with respect to a proceeding in which the director is a member of the relevant Board of Appeals. Participants may be represented by counsel during any Disciplinary Action pursuant to this Chapter VI.

Rule 602 Process Considerations

(a) Compliance Department. The Compliance Department is appointed and authorized by the Chief Executive Officer of the Exchange to provide market surveillance and investigation of trading activities on the Exchange to ensure compliance with Exchange Rules and applicable laws. The Compliance Department consists of two functions:

- (i) Enforcement shall be conducted by the Surveillance Team, which will operate to identify exceptions that may indicate a possible basis for finding that a violation of Exchange Rules has occurred or will occur. The staff of the Surveillance Team shall consist of Exchange employees and/or persons hired on a contract basis, except for Exchange Participants or other persons whose interests conflict with enforcement duties. The Surveillance Team may not operate under the direction or control of any person(s) with trading privileges. The Surveillance Team is authorized to:
 - 1) initiate and conduct investigations;
 - 2) prepare investigative reports and make recommendations concerning

initiating disciplinary proceedings; and

3) prosecute alleged violations within the Exchange's disciplinary jurisdiction.

(ii) The Disciplinary Committee shall at a minimum consist of the Chief Regulatory Officer, but may include other Exchange employees, except for members of the Surveillance Team. The Disciplinary Committee shall be responsible for discharging the duties allocated to it in Rule 603.

(b) Third-Party Enforcement. The Exchange may delegate any of its rights and responsibilities herein to a Regulatory Services Provider.

(c) Expense Liability. At the discretion of the Exchange, any Participant found in violation of the Rules may be required to pay to the Exchange any and all expenses incurred as a result of the investigation of the violation and prosecution of the Participant. This assessment is in addition to any monetary fines imposed for the Rule violation(s).

Rule 603 Disciplinary Matters

(a) Investigations. The Surveillance Team will investigate any matter within the Exchange's jurisdiction of which it becomes aware. The Surveillance Team will commence an investigation upon the receipt of a request from Commission staff or upon the discovery or receipt of information by the Exchange that, in the judgment of the Surveillance Team, indicates a possible basis for a finding that a violation has occurred or will occur. The Surveillance Team shall determine the nature and scope of its investigations in its sole discretion and will operate independently of the commercial interests of the Exchange. Absent mitigating circumstances, the Surveillance Team must complete its investigation within twelve (12) months after the date the investigation is opened. Permissible mitigating circumstances include the complexity of the investigation, the number of firms or individuals involved in as potential respondents, the number of potential violations to be investigate and the volume of documentation and data that must be analyzed.

Upon request by a member of the Surveillance Team, a Participant:

(i) is obligated to appear and testify and respond in writing to interrogatories within a reasonable specified time period in connection with:

1) the Rules;

2) any inquiry or investigation; or

3) any preparation by and presentation during a Disciplinary Action;

- (ii) is obligated to produce books, records, papers, documents or other tangible evidence in its, his or her possession, custody or control within a reasonable specified time period in connection with:
 - 1) the Rules;
 - 2) any inquiry or investigation; or
 - 3) any preparation by and presentation during a Disciplinary Action;
- (iii) may not impede or delay any Disciplinary Action.

(b) Reports of Investigations. The Surveillance Team will submit a written report of each investigation to the Disciplinary Committee and maintain a log of all investigations and their disposition. The written report of the investigation (the “**Investigation Report**”) will include the reasons for initiating the investigation, all relevant facts and evidence gathered, analysis and conclusions, the Participant’s disciplinary history at the Exchange, and will consist of one of the following recommendations:

- (i) closing the investigation without further action;
- (ii) settlement;
- (iii) summary action;
- (iv) the preparation and service of a notice of charges for instituting a disciplinary proceeding; or
- (v) resolving the investigation through an informal disposition, including the issuance of a warning letter. An informal disposition (including the issuance of a warning letter) will not constitute a finding of a violation or a sanction, however, the investigative report must include a copy of any warning letter and no more than one warning letter for the same potential violation may be issued to the same Participant during a rolling 12-month period.

(c) Review of Reports of Investigations. The Disciplinary Committee will determine whether a reasonable basis exists to believe that a violation within the Exchange’s jurisdiction has occurred or is about to occur. The Disciplinary Committee will determine for each Respondent whether to authorize:

- (i) the informal disposition of the investigation (by issuing a warning letter or otherwise) because disciplinary proceedings are unwarranted; or
- (ii) the closing of the investigation without any action because no

reasonable basis exists to believe that a violation within the Exchange's jurisdiction has occurred or is about to occur; or,

- (iii) the commencement of disciplinary proceedings because a reasonable basis exists to believe that a violation within the Exchange's jurisdiction has occurred or is about to occur.

(d) Opportunity to Respond. At the discretionary authority of the Disciplinary Committee, the Compliance Department may notify the Respondent(s) that formal disciplinary charges are recommended and allow the Respondent to submit, within a specified time period, an offer of settlement or a written statement explaining why disciplinary proceedings should not be instituted or why one or more of the charges should not be brought.

(e) Service of Notice of Charges. Once the Disciplinary Committee authorizes disciplinary proceedings, the Compliance Department will prepare and serve a notice of charges that will provide as follows:

- (i) state the acts, practices or conduct that the Respondent is alleged to have engaged in;
- (ii) state the Exchange 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) advise the Respondent that he or she has the right to be represented by legal counsel or any other representative of its choosing in all succeeding stages of the disciplinary process;
- (vi) state the period of time within which the Respondent can request a hearing on the notice of charges, which will not be less than twenty (20) days after service of the notice of charges;
- (vii) 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; and
- (viii) advise the Respondent that any allegation in the notice of charges that is not expressly denied will be deemed to be admitted.

The service of notice upon the Respondent shall be deemed complete either personally or by leaving the notice at his or her place of business; by deposit in the United States mail, postage prepaid, via registered or certified mail addressed to the Respondent at the address as it appears in the Participant Agreement. Service will be deemed complete via electronic mail to the electronic mail address as it appears on the

books and records of the Exchange or in the Participant Agreement.

(f) Answer to Service of Notice of Charges. If the Respondent decides to answer a notice of charges, the Respondent must file answers within twenty (20) days after being served with such notice, or within such other time period as stated in such notice of charges. The Respondent must answer the notice of charges in writing as follows:

- (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 Regulatory Officer.

Failure by the Respondent to timely serve an answer to the notice of charges will be deemed to be an admission to the allegations in such notice. Any allegation in a notice of charges that the Respondent fails to expressly deny will be deemed admitted. A general denial by the Respondent, without more, will not satisfy the requirements herein.

(g) Settlement Offers. At any time after a notice of charges has been issued, a Respondent may at any time submit to the Compliance Department a written offer of settlement related to anticipated or instituted disciplinary proceedings. The Disciplinary Committee may, in its discretion, permit the Respondent to settle disciplinary proceedings without admitting or denying the rule violations if the Respondent consents to the entry of findings and sanctions imposed. If an offer of settlement is accepted, the Disciplinary Committee shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalties imposed.

If the offer of settlement is not accepted by the Disciplinary Committee, or fails to become final, or is withdrawn by the Respondent, the matter will proceed as if the offer had not been made such that the Respondent shall not be deemed to have made any admissions by reason of the settlement offer and shall not be otherwise prejudiced by having submitted the settlement offer.

(h) Hearing Panel.

- (i) Participants may request a formal hearing on charges denied in the Respondent's answer to the notice of charges per Rule 603(f). The Hearing Panel, appointed by the Board at the recommendation of the Chief Regulatory Officer, shall be composed of not less than three individuals from among Participants, and/or other individuals with knowledge and experience in the financial markets, who are not involved in the conduct giving rise to the alleged Rule violations. The

individuals on the Hearing Panel will serve until the related proceedings are completed. The chair of the Hearing Panel will be an individual qualified to be a Public Director.

- (ii) The Respondent will be notified of the appointment of the Hearing Panel and must respond within 10 days by serving notice to the Chief Regulatory Officer if the Respondent seeks to disqualify any individual names to the Hearing Panel for reasonable grounds including that such individual has a financial interest in the matter. Legal counsel, other than the Chief Regulatory Officer, will decide the merits of any request for disqualification within his or her sole discretion. Such decision will be final and not subject to appeal.
- (iii) Prior to the commencement of the hearing, the Respondent will be given the opportunity to review all books, records, documents, transcripts of testimony and other tangible evidence in the possession or under the control of the Exchange to be used by the Compliance Department to support the allegations and proposed sanctions in the notice of charges, except for information protected by attorney-client privilege. The Compliance Department may redact, edit or code 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. However, the Compliance Department may not redact, edit or code information that would impair the Respondent's ability to defend against allegations or proposed sanctions in the notice of charges.
- (iv) The following rules shall apply in each case presented before the Hearing Panel:
 - 1) The Compliance Department shall prosecute the case.
 - 2) Formal rules of evidence do not apply.
 - 3) The Respondent has the choice of being represented by legal counsel or other representative.
 - 4) The Respondent has the power to cross-examine witnesses and present documentary evidence.
 - 5) The burden of proof is on the Compliance Department.
 - 6) A majority vote of the Hearing Panel is needed to find a violation of the Rules.
- (v) No Person shall serve on the Hearing Panel unless that Person has agreed in writing that he or she will not publish, divulge, or make

known in any manner, any facts or information regarding the business of any person or any other information which may be obtained while serving as a member of the Hearing Panel, except for disclosures when reporting to the Board, the Compliance Department, upon request by the Commission or other Governmental Authority, or when compelled to testify in a judicial or administrative proceeding. Furthermore, no Person shall serve on the Hearing Panel if such Person has already been involved in the Disciplinary Action for any reason. The hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of the hearings, the Hearing 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.

- (vi) The chair of the Hearing Panel shall conduct the hearing as he or she may deem appropriate. The chair of the Hearing Panel will determine all procedural and evidentiary matters, including the admissibility and relevance of any evidence proffered. Legal counsel, other than the Chief Regulatory Officer, will provide guidance to the chair of the Hearing Panel on the conduct of the hearing. At the hearing, the Hearing Panel or the Compliance Department and each Respondent may:
 - 1) present evidence and facts determined relevant and admissible by the chair of the Hearing Panel;
 - 2) call and examine witnesses; and
 - 3) cross-examine witnesses called by other parties.
- (vii) 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 chair of the Hearing 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 Hearing Panel determines that the Respondent had a compelling reason for failing to timely file an answer. If the Hearing Panel determines that the Respondent had a compelling reason for failing to timely file an answer, the Hearing Panel will adjourn the hearing and direct the Respondent to promptly file a written answer.
- (viii) Reasonable notice, confirmed in writing, specifying the date, time, and place of the hearing will be given to persons entitled or required to appear before the Hearing Panel. The Hearing Panel may impose sanctions on any person that impedes or delays the progress of the

hearing. Interlocutory appeals of rulings by the Hearing Panel or the chair of the Hearing Panel are not permitted.

- (ix) If the Respondent is found to have violated one or more Rules, the written decision shall state the disciplinary action to be taken by the Exchange as well as the effective date thereof. The Hearing Panel may in such a case:
 - 1) issue a warning letter;
 - 2) issue a cease and desist order;
 - 3) suspend the Participant's rights to engage in Exchange Transactions;
 - 4) expel the Participant from the Exchange; and/or
 - 5) impose any other sanction deemed appropriate under the circumstances.
- (x) The Respondent may appeal the Hearing Panel decision within twenty (20) days of receiving the order by filing a written notice of appeal pursuant to Rule 604. The order of the Hearing Panel's decision will become final upon expiration of twenty (20) days after the order is served on the Respondent.

(i) Settlement. At any time prior to the issuance of the written decision of the Hearing Panel, the Respondent may submit an offer of settlement to the Compliance Department for review. The Disciplinary Committee will determine whether to accept or reject the offer and forward the basis for its recommendation to the Hearing Panel for final determination. If the Hearing Panel agrees, the Chief Regulatory Officer will conditionally accept the settlement offer, which will become final upon the expiration of twenty (20) days after the order of the Hearing Panel consistent with the terms of the settlement offer is served on the Respondent. The offer of settlement must detail the rule violations, including the basis for the Hearing Panel's conclusions and any sanction to be imposed, which must include full customer restitution where customer harm is demonstrated. If applicable, the decision must also include a statement that the Respondent has accepted the sanctions imposed without either admitting or denying the rule violations. The acceptance of a settlement offer and the related final order by the Hearing Panel constitutes a waiver of the Respondent's right to notice, opportunity for a hearing and review, and appeal under Exchange Rules. If the settlement offer is not accepted, fails to become final, or is withdrawn by the Respondent, the matter will proceed as if the offer had not been made and the offer and all documents related to it will not become part of the record.

(j) Sanctions. After notice and opportunity for hearing in accordance with Exchange Rules, the Exchange will impose sanctions if any Participant, Authorized User, or other Person using any of the Participant's User IDs is found to have violated or to

have attempted to violate a Rule of the Exchange or provision of applicable law for which the Exchange possesses disciplinary jurisdiction. All sanctions must take into account the Respondent's disciplinary history. In the event of demonstrated customer harm, any sanction must also include full customer restitution. The Exchange may impose one or more of the following sanctions or remedies:

- (i) censure;
- (ii) limitation on trading privileges, ability to otherwise access the Exchange, and/or other activities, functions or operations;
- (iii) suspension of trading privileges and/or ability to otherwise access the Exchange;
- (iv) fine;
- (v) restitution or disgorgement;
- (vi) termination of trading privileges and/or the ability to otherwise access the Exchange; or
- (vii) any other sanction or remedy deemed to be appropriate.

The Exchange may impose a fine of up to \$1,000,000 for each violation of Exchange Rules or a provision of applicable law. 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. The Exchange has sole discretion to select the bank on whose quotations to base the prime rate. Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its traders or supervisors.

Rule 604 Summary Actions

(a) Summary Suspensions. At any time, the Chief Regulatory Officer, in consultation with the Regulatory Oversight Committee of the Board, may summarily suspend, revoke, limit, or condition a Participant's privileges on the Exchange. The Chief Regulatory Officer must reasonably believe that the business, conduct or activities of the Participant in question is not in the best interest of the Exchange or the marketplace, based on relevant circumstances including (but not limited to) any of the following reasons:

- (i) failure to satisfy applicable requirements under the CEA and/or the rules of the CFTC;
- (ii) failure to pay fees or fines or arbitration awards; and/or
- (iii) there is a reasonable basis for believing the best interest of the public or the Exchange is at risk and immediate action is necessary.

(b) Notice of Suspension. Any Participant that is suspended by the Chief Executive Officer as a result of a summary action is to be notified at the earliest possible opportunity as appropriate considering the best interest of the marketplace. Such notice shall state:

- (i) the exact action taken,
- (ii) the reasons for the action, and
- (iii) the time and date the action has or is to become effective as well as the duration of the action.

The Respondent may file a notice of appeal filed pursuant to Rule 604 seeking reinstatement within twenty (20) days after the notice of action is served on the Respondent. Otherwise, the summary action becomes final twenty (20) days after the notice of action is served on the Respondent. The Respondent shall have the right to be represented by legal counsel in all proceedings subsequent to summary action taken pursuant to Rule 604.

(c) Summary Imposition of Fines. The Compliance Department may summarily impose a fine, not to exceed \$5,000 for each violation, against any Participant for:

- (i) failure to cooperate with the Compliance Department as required by Exchange Rules;
- (ii) failure to make timely and accurate submissions to the Exchange of notices, reports or other information required by Exchange Rules; or
- (iii) failure to keep any books and records required by Exchange Rules.

(d) Notice of Fines. The Compliance Department will give notice of any fine imposed that will specify:

- (i) the violation of the Exchange Rule 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 twenty (20) days of the service of the notice of the fine imposed, the Participant may either pay the fine or file a notice of appeal pursuant to Rule 605(a). Unless timely notice of appeal is filed, the fine will become final upon expiration of twenty (20) days after the notice of fine is served on the Participant. The Respondent shall have the right to be represented by legal counsel in all proceedings subsequent to summary action taken pursuant to Rule 604.

Rule 605 Appeal from Hearing Panel Decisions and Summary Actions

(a) Appeal Procedures. A Respondent found by the Hearing Panel to have violated an Exchange Rule or applicable law or who is subject to any summary action imposed pursuant to Rule 604 may appeal the decision within twenty (20) days of receiving the order of the Hearing Panel decision or notice of summary action by filing a notice of appeal with the Chief Regulatory Officer. Except for summary suspensions imposed pursuant to Rule 604(a) and (b), Hearing Panel decisions and summary imposition of fines shall be suspended while the appeal is pending.

The notice of appeal must state in writing the grounds for appeal, including the findings of fact, conclusions or sanctions to which the Respondent objects. The Respondent may give notice of appeal on the grounds that:

- (i) the order or decision was arbitrary, capricious, an abuse of discretion, or not in accordance with Exchange Rules;
- (ii) the order or decision exceeded the authority or jurisdiction of the Hearing Panel, the Disciplinary Committee or the Exchange;
- (iii) the order or decision failed to observe required procedures;
- (iv) the order or decision was unsupported by the facts or evidence; or
- (v) the imposed sanctions, remedies or costs are inappropriate or unsupported by the record.

The Chief Regulatory 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 Regulatory Officer and serve on the Compliance Department 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 supporting brief, the appellee must file and serve its brief in opposition with the Compliance Department.

Within 30 days after the last submission filed, the Board will appoint a Board of Appeals at the recommendation of the Chief Regulatory Officer, which shall be composed of not less than three individuals from among Participants, and/or other individuals with knowledge and experience in the financial markets, who did not participate in any prior stage of the disciplinary proceeding. No member may serve on the Board of Appeals if such person or any person or firm with whom such person is affiliated has a financial, personal, or other direct interest in the matter. The individuals on the Board of Appeals will serve until the related proceedings are completed. The chair of the Board of Appeals will be an individual qualified to be a Public Director.

(b) Review by the Board of Appeals. The Board of Appeals will hold a hearing to allow parties to present oral arguments. Except for good cause shown, the review by the Board of Appeals shall only consider the record before the Disciplinary

Committee, the written exceptions filed by the parties, and the oral and written arguments of the parties.

Upon completing its review, the Board of Appeals may affirm, modify or reverse the Hearing Panel decision or summary action under appeal. Modifications by the Board of Appeals may include increasing, decreasing or eliminating any sanction or remedy imposed, imposing any other sanction or remedy authorized by Exchange Rules, remanding the matter to the same or a different Hearing Panel for further disciplinary proceedings, or ordering a new hearing.

As promptly as reasonably possible following its review, the Board of Appeals will issue a written decision based on the weight of the evidence before the Board of Appeals. The decision of the Board of Appeals will include a statement of findings of fact and conclusions for each finding, sanction, remedy and cost reviewed on appeal, including each specific Exchange 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. The order by the Board of Appeals will be the final action of the Exchange and will not be subject to further appeal within the Exchange.

Rule 606 Rights and Responsibilities After Suspension or Termination

(a) When the Participant's right to access the Exchange, or the association of an Authorized User with a Participant, is suspended for a period of 12 months or less, none of its rights (including the right to hold oneself out to the public as a Participant; enter orders into the Exchange; and receive Participant rates for fees, costs, and charges) will apply during the period of the suspension, except for the right of the Participant or Authorized User in question to assert claims against others as provided in the Rules. Any such suspension will not affect the rights of creditors under the Rules or relieve the Participant or Authorized User in question of its, his, or her obligations under the Rules to perform any Transactions entered into before the suspension, or for any Exchange fees, costs, or charges incurred during the suspension. The Exchange may discipline a suspended Participant or Authorized User under this Chapter VI for any violation of Applicable Law committed by the Participant before, during, or after the suspension.

(b) When the Participant's right to access the Exchange, or the association of an Authorized User with a Participant, is terminated, all of its rights will terminate, except for the right of the Participant or Authorized User in question to assert claims against others, as provided in the Rules. Any such termination will not affect the rights of creditors under the Rules. A terminated Participant or Authorized User may only seek to reinstate its right to access the Exchange by filing an application in accordance with Chapter III of the Rules. The Exchange will not consider the application of a terminated Participant or Authorized User if such Participant or Authorized User continues to fail to appear at Disciplinary Actions without good cause, or continues to impede the progress of Disciplinary Actions.

(c) A suspended or terminated Participant or Authorized User remains subject

to the Rules and the jurisdiction of the Exchange for acts and omissions prior to the suspension of termination, and must cooperate in any inquiry, investigation, Disciplinary Actions, appeal of Disciplinary Actions, summary suspension, or other summary action as if the suspended or terminated Participant or Authorized User still had the right to access the Exchange, or was still associated with a Participant, as the case may be.

Rule 607 Notice to the Respondent, the CFTC, and the Public.

The Exchange will provide written notice of Disciplinary Actions to the parties and the CFTC consistent with CFTC Rules. Whenever the Exchange suspends, expels, fines, or otherwise disciplines, or denies any Person access to the Exchange, the Exchange will make the public disclosures required by CFTC Rules.

**CHAPTER VII
ARBITRATION**

Rule 701 In General

(a) Participants shall arbitrate through the NFA. All disputes, controversies or claims between or among themselves that relate to or arise out of any Contract or otherwise arise out of one or more Transactions made or to be made on the Exchange or subject to the Rules and that are based upon facts and circumstances that occurred at a time when the parties were Participants.

(b) The arbitration will be conducted in Chicago, Illinois, by an arbitrator operating in accordance with the provisions of the NFA in effect at the time of filing of the claim for arbitration. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including the issuance of an injunction.

(c) The fees and expenses of such arbitration shall be borne by the non-prevailing Party, as determined by such arbitration.

(d) Except as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Parties.

Rule 702 Exceptions.

This Chapter VII does not apply to disputes between Participants that: (a) such Participants are required by the rules of a Self-Regulatory Organization to submit to the dispute resolution procedures of that Self-Regulatory Organization; or (b) that such Participants have, by valid and binding agreement, committed to negotiate or litigate in a forum other than the NFA.

Rule 703 Penalties

(a) Any failure on the part of a Participant to arbitrate a dispute subject to this Chapter VII, or the commencement by any such person of a suit in any court prior to arbitrating a case subject to this Chapter VII, violates the Rules and shall subject such Participant to Disciplinary Action pursuant to Chapter VI.

(b) The Exchange may summarily suspend, pursuant to Rule 604, a Participant that fails to timely satisfy an arbitration award rendered in any arbitration pursuant to this Chapter VII.

CHAPTER VIII CLEARING

Rule 801 Submission to Clearing House

(a) Exchange Transactions. Immediately upon execution of an Exchange Transaction as provided in Rule 504(h), such Exchange Transaction shall be discharged and novated in accordance with the rules of the Clearing House.

Rule 802 Clearing Members

(a) All Participants must be an Individual Clearing Member or have an agreement with an FCM Clearing Member that establishes an account for the Participant for the purpose of clearing the Participant's Transactions through the Clearing House.

(b) A Clearing Member may at any time revoke any authorization granted and guarantee made by it to any Participant in accordance with the preceding paragraph, by providing written notice of such revocation to the Exchange. The guarantee will remain in effect until the Participant has liquidated or transferred its positions and funds to another Clearing Member.

(c) For clearing purposes, the Participant must specify Trading Accounts that it wishes to be separately tracked and margined by its Clearing Member. The Exchange will give each of these accounts a Trading Account ID for use by the Clearing House and its Clearing Members.

(d) The Clearing Member will set risk limits for each of the Participant's Trading Account IDs, and has the right to suspend trading by a Participant on the Exchange.

Rule 803 Responsibility of Participants

Each Participant must assist its FCM Clearing Member, if any, and the Clearing House in the clearing of its Transactions in Contracts. Without limiting the generality of the foregoing, each Participant must: provide its FCM Clearing Member, if any, a telephone number so that such Participant may be reached at any time during the day in the event that there is a discrepancy in the clearing of its Transactions; If neither the Participant nor any such representative is present at the time specified above, such Participant's FCM Clearing Member,

if any, will be authorized to resolve any discrepancy in the manner it deems appropriate, but such resolution will not be relevant to the determination of the liability of any party to the trade.

Rule 804 Clearing Services

Whenever the Exchange designates a clearing organization other than the Clearing House for the clearance of Contracts with respect to which there are open positions, each Clearing Member must, as of the close of business on the second Business Day prior to the effective date of such designation, either become a clearing member of such new organization, or cause any such open Contracts carried by it either to be transferred to a clearing member of such new clearing organization or to be liquidated.

Rule 805 Rules of the Clearing House

(a) The clearing services provided by the Clearing House with respect to any Contract, and the rights and obligations of purchasers and sellers under cleared Contracts (including rights and obligations in respect of clearing and settlement, variation payments and performance at maturity), will be governed by the Rules of the Clearing House, except as otherwise provided in the Rules or Notices issued from time to time by the Exchange.

(b) Open positions in any Contract may only be offset by opposite Transactions in the same Contract that are executed on the Exchange.

Rule 806 Notice of Arbitration

In any arbitration concerning an alleged failure of any Participant to honor a trade in any Contract, each party to such arbitration must promptly provide copies of all documents filed or received in such arbitration by such party to the Clearing Member that guaranteed such party's Transactions in Contracts when the trade allegedly took place.

Rule 807 Additional Terms Applicable to Clearing

(a) The Clearing House shall have the right to reject Contracts that arise from Transactions and to suspend clearing of such Transactions without notice, in accordance with the rules of the Clearing House; and

(b) A Clearing Member may transfer a Contract to another Clearing Member only upon notice to the Exchange and in accordance with the rules of the Clearing House.

**CHAPTER IX
MISCELLANEOUS**

Rule 901 Trading by Exchange Officials Prohibited; Misuse of Material, Non-Public Information

(a) Terms used in this Rule 901 and not otherwise defined in the Rules shall have the meanings set forth in CFTC Rules 1.3 and 1.59. As used in this Rule 901, the

term “Exchange Official” does not include any member of the Board, a committee established by the Board, a Hearing Panel or Board of Appeals if such Person is not also an officer or employee of the Exchange.

(b) No Exchange Official may trade, directly or indirectly, (i) any Contract traded on or subject to the Rules or any related financial instrument, or (ii) any Contract or financial instrument where such Exchange Official has access to material nonpublic information concerning such Contract or financial instrument.

(c) The Chief Regulatory Officer (or, in the case of the Chief Regulatory Officer, the Board) may grant exemptions from the provisions of paragraph (a) to Exchange Officials on a case-by-case basis under circumstances which are not contrary to the purposes of this rule and CFTC Regulation 1.59. Such circumstances may include, but are not necessarily limited to:

- (i) participation in pooled investment vehicles where such Exchange Official has no direct or indirect control over Transactions effected by or for the account of the pool;
- (ii) service by such Exchange Official as an executor or administrator of an estate;
- (iii) service by such Exchange Official in any other fiduciary capacity, such as an officer of a charitable organization, in which such Exchange Official receives no pecuniary benefit from the trading of Contracts or other financial instruments;
- (iv) trading in Contracts or financial instruments executed on or subject to the rules of a swap execution facility, a designated contract market or a national securities exchange under circumstances in which such Exchange Official’s access to material non-public information in respect of such financial instruments is sufficiently minimal or attenuated so as to be insignificant; and
- (v) such other circumstances as the Chief Regulatory Officer (or, in the case of the Chief Regulatory Officer, the Board) may determine.

(d) For the avoidance of doubt, participation by an Exchange Official in a retirement plan sponsored by the Exchange shall not be deemed to constitute trading directly or indirectly in a Contract or financial instrument, notwithstanding such plan’s trading of Contracts or financial instruments.

(e) Any Exchange Official that has received an exemption under Rule 901(c) must:

- (i) furnish to the Exchange (or, in the case of the Chief Regulatory Officer, to the Board) account statements and other documents relevant to the trading activities that are so exempted; and

- (ii) inform the Chief Regulatory Officer (or, in the case of the Chief Regulatory Officer, the Board) within one business day of any material change of information that may affect such Exchange Official's qualification for such exemption.

(f) Exchange Officials, agents and independent contractors of the Exchange are prohibited from disclosing material non-public information obtained as a result of their employment, agency relationship or engagement with the Exchange where the Exchange Official, agent or independent contractor expected or should have reasonably expected that the information disclosed may assist a Person in trading any Contract, any Contract traded on another designated contract market or other market, or any related underlying commodity or security.

Rule 902 Market Data

(a) Each Participant, on behalf of itself and each of its Affiliates, Authorized Users and other Persons affiliated with any of the foregoing, hereby acknowledges and agrees that the Exchange owns and shall retain all right, title and interest in and to the Exchange, all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable (i) copyright, (ii) trade mark, (iii) service mark, (iv) trade secret, (v) trade name, (vi) data or database rights, (vii) design rights, (viii) moral rights, (ix) inventions, whether or not capable or protection by patent or registration, (x) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (xi) patent, and (xii) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Exchange and all other related proprietary rights of the Exchange and/or any of its Affiliates (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing, including, without limitation, the market data, the "**Proprietary Information**"). Each Participant, on behalf of itself and each of its Affiliates, Registered Users and other Persons affiliated with any of the foregoing, further acknowledges and agrees that the Proprietary Information is the exclusive, valuable and confidential property of the Exchange. Each Participant acknowledges and agrees that it shall not and shall not permit its Affiliates, Authorized Users and other Persons affiliated with any of the foregoing to, reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify, in any manner, all or any part of the Exchange or the Proprietary Information. Each Participant, further agrees to and to cause each of its Affiliates, Authorized Users and other Persons affiliated with any of the foregoing to, keep the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the Exchange or any Proprietary Information.

(b) Notwithstanding any other provision of this Rule 902, each Participant retains such rights as it may enjoy under applicable law with respect to market data solely

in the form such market data was submitted to the Exchange by such Participant and its Authorized Users.

(c) Subject to the provisions of paragraph (a), all Participants, Authorized Users and other Persons affiliated with either of the foregoing hereby acknowledge and agree that the Exchange is the owner of all rights, title and interest in and to all intellectual property and other proprietary rights (including all copyright, patent, trademark or trade secret rights) in market data, and all derivative works based thereon, and further agree not to distribute, create derivative works based on, or otherwise use or commercially exploit market data and any such derivative works, provided that Participants, Registered Users and such other Persons may use market data for their own internal business purposes. Without limiting the generality of the foregoing, Participants, Authorized Users and other Persons affiliated with any of the foregoing may not distribute, sell or retransmit market data Exchange to any third party.

(d) Each Participant hereby grants the Exchange a non-exclusive, perpetual, freely transferable, world-wide and royalty-free license to use, distribute, sub-license, disclose and sell market data, in any manner, media and jurisdiction, for the benefit of the Exchange and/or its Affiliates; provided that, except as may otherwise be required by law or permitted by Rule 208 or in any written agreement between the Exchange and such Participant, the Exchange shall not disclose market data other than on an aggregated basis that does not directly or indirectly identify individual Participants.

Rule 903 Recording of Communications

The Exchange or the Regulatory Services Provider may record conversations and retain copies of electronic communications between Exchange Officials and Participants, their Authorized Users or other agents. Any such recordings may be retained by the Exchange or the Regulatory Services Provider in such manner and for such periods of time as the Exchange may deem necessary or appropriate, including as may be required by Applicable Law.

Rule 904 Confidentiality

Except as provided in this Rule 904, all information provided by a Participant to the Exchange shall be held in confidence and shall not be made known to any other Person except as follows:

- (a) with the consent of the Participant providing such information;
- (b) to a Governmental Authority, if the Exchange is requested or legally required to do so by such government agency;
- (c) pursuant to legal process;
- (d) to a Clearing House of which such Participant is a member or in connection with the clearing of a Contract;
- (e) subject to appropriate confidentiality requirements, to any Person

providing services to the Exchange, including but not limited to the Regulatory Services Provider;

(f) to the Board, any committee, Exchange Officials, attorneys and auditors, and to agents and independent contractors that have been engaged by the Exchange who require such information in connection with the discharge of their duties to the Exchange; and

(g) as otherwise permitted under the Rules.

Rule 905 Force Majeure

Notwithstanding any other provision of the Rules, the Exchange shall not be obligated to perform its obligations under the rules or any agreement with a Participant, or to compensate any Person for losses occasioned by any delay or failure of performance, to the extent a delay or failure of performance is the result of circumstances that the Exchange determines, in its sole discretion, may have an adverse effect upon the functions and facilities of the Exchange, including, but not limited to, acts of God, fire or other natural disasters, inclement weather, embargos, bomb threats, pressure waves, disruption of electricity, communication outages or delays, acts or threats of terrorism, riots, commotions, strikes, war, invasions, hostilities (whether declared or not), and contaminations.

Rule 906 Extension or Waiver of Rules

The Exchange may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by the rules, but only to the extent such waiver or extension is not inconsistent with Applicable Law.

Rule 907 Effect of Amendment, Repeal or New Rule

The Exchange may, in compliance with the CEA and CFTC Rules, amend or repeal any rule and/or adopt new Rules. Any such amendment or repeal of a Rule or adoption of a new Rule, shall, upon the effective date of such amendment, repeal or adoption, as applicable, be binding on all Persons subject to the jurisdiction of the Exchange (regardless of when any such Person became subject to the Exchange's jurisdiction) and all Contracts (regardless of whether any such contract was entered into before, on or after such effective date).

Rule 908 Signatures

Rather than rely on an original signature, the Exchange may elect to rely on a signature that is transmitted, recorded or stored by any electronic, optical, or similar means (including but not limited to telecopy, imaging, photocopying, electronic mail, electronic data interchange, telegram, or telex) as if it were (and the signature shall be considered and have the same effect as) a valid and binding original.

Rule 909 Governing Law; Legal Proceedings

(a) The rules, and the rights and obligations of the Exchange and Participants under the rules, shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed and performed wholly within the State of Illinois without regard to any provisions of Illinois law that would apply the substantive law of a different jurisdiction.

(b) Any action, suit or proceeding against the Exchange, its officers, directors, limited liability company members, employees, agents, or any member of any committee must be brought within one (1) year from the time that a cause of action has accrued. Any such action, suit or proceeding shall be brought in the State or Federal courts located within the City of Chicago, Illinois. Each Participant expressly consents, for itself and its Authorized Users, to the jurisdiction of any such court, waives any objection to venue therein, and waives any right it may have to a trial by jury.

(c) In the event that a Participant or an Affiliate of such Participant who fails to prevail in a lawsuit or other legal proceeding instituted by such Participant or such Affiliate against (i) the Exchange or (ii) any Affiliate of the Exchange or any of their respective officers, directors, equity holders, employees, agents, or any member of any committee, and related to the business of the Exchange, such Participant shall pay to the Exchange all reasonable expenses, including attorneys' fees, incurred by the Exchange in the defense of such proceeding. This paragraph (b) shall not apply to Exchange disciplinary actions, appeals thereof, or an instance in which the Board has granted a waiver of the provisions hereof.

Rule 910 LIMITATION OF LIABILITY; NO WARRANTIES

PARTICIPANT'S USE OF THE SERVICES, THE SYSTEM, THE BITNOMIAL EXCHANGE PROPERTY AND ANY OTHER INFORMATION AND MATERIALS PROVIDED BY BITNOMIAL EXCHANGE, IS AT PARTICIPANT'S OWN RISK, AND THE SERVICES, THE BITNOMIAL EXCHANGE PROPERTY AND ANY OTHER INFORMATION AND MATERIALS PROVIDED BY BITNOMIAL EXCHANGE HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BITNOMIAL EXCHANGE DOES NOT GUARANTEE THAT (i) THE BITNOMIAL EXCHANGE PROPERTY OR THE SERVICES WILL OPERATE IN AN ERROR FREE, SECURE OR UNINTERRUPTED MANNER, OR (ii) ANY INFORMATION OR MATERIALS PROVIDED BY BITNOMIAL EXCHANGE OR ACCESSIBLE THROUGH THE BITNOMIAL EXCHANGE PROPERTY WILL BE ACCURATE, COMPLETE, RELIABLE, OR TIMELY, OR (iii) THE BITNOMIAL EXCHANGE PROPERTY OR ANY ASPECTS OF THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER BITNOMIAL EXCHANGE NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR THE CREDITWORTHINESS OF ANY PARTICIPANT OR FOR THE ACTS OR ANY ASPECT OF THE SERVICES OR SYSTEM. PARTICIPANT IS SOLELY RESPONSIBLE FOR THE SECURITY AND

INTEGRITY OF THE PARTICIPANT TECHNOLOGY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT'S ACCESS TO THE SYSTEM AND THE SERVICES IS INTERNET-BASED AND THAT BITNOMIAL EXCHANGE HAS NO CONTROL OVER THE INTERNET OR PARTICIPANT'S CONNECTIONS THERETO. PARTICIPANT FURTHER ACKNOWLEDGES THAT THE INTERNET, COMPUTER NETWORKS, AND COMMUNICATIONS LINKS AND DEVICES NECESSARY TO ENABLE PARTICIPANT TO ACCESS AND USE THE SYSTEM AND THE SERVICES ARE INHERENTLY INSECURE AND VULNERABLE TO ATTEMPTS AT UNAUTHORIZED ENTRY AND THAT NO FORM OF PROTECTION CAN ENSURE PARTICIPANT'S DATA, HARDWARE, OR SOFTWARE OR THE SYSTEM OR OTHER BITNOMIAL EXCHANGE PROPERTY WILL BE FULLY SECURE. FURTHERMORE, BITNOMIAL EXCHANGE SHALL HAVE NO OBLIGATION TO MONITOR OR VERIFY ANY INFORMATION DISPLAYED THROUGH THE SYSTEM.

EXCLUDING ANY LIABILITY FOR SUCH PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AND EXCLUDING, IN THE CASE OF PARTICIPANT, PARTICIPANT'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 11 OF THE PARTICIPANT AGREEMENT, EACH PARTY AGREES THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OR CORRUPTION OF DATA, TRADING LOSSES OR BUSINESS INTERRUPTION AND THE LIKE, ARISING IN ANY MANNER WHATSOEVER OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE (WHETHER OR NOT AUTHORIZED) OR INABILITY TO USE THE BITNOMIAL EXCHANGE PROPERTY OR ANY OTHER INFORMATION OR MATERIALS PROVIDED TO PARTICIPANT BY BITNOMIAL EXCHANGE OR ACCESSIBLE THROUGH THE SERVICES, INCLUDING THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUALITY, SECURITY, PERFORMANCE, OR PRICING OF THE SERVICES OR ANY FAILURES, DEGRADATIONS OR DELAYS ASSOCIATED THEREWITH, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IF A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION SHOULD FIND BITNOMIAL EXCHANGE OR ANY OF ITS AFFILIATES LIABLE FOR ANY LOSS, DAMAGE OR EXPENSES UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF BITNOMIAL EXCHANGE OR ITS AFFILIATES UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE GREATER OF (i) \$10,000 AND (ii) THE TOTAL COMMISSIONS, FEES, OR OTHER AMOUNTS (EXCLUDING ANY APPLICABLE TAXES AND DUTIES) PAID TO BITNOMIAL EXCHANGE BY PARTICIPANT DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY AROSE.

ANY CLAIM FOR REDRESS OR DAMAGES HEREUNDER SHALL BE FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE ON WHICH SUCH CLAIM ALLEGEDLY AROSE. FAILURE TO INSTITUTE LITIGATION WITHIN SUCH TIME PERIOD SHALL BE DEEMED TO BE A WAIVER OF SUCH CLAIM AND THE CLAIM SHALL BE OF NO FURTHER FORCE OR EFFECT.

THE ALLOCATIONS OF LIABILITY IN THIS RULE 910 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY'S RIGHTS AND OBLIGATIONS HEREUNDER REFLECT SUCH ALLOCATIONS. THE PARTIES AGREE THAT THEY WILL NOT ALLEGE THAT THIS REMEDY FAILS ITS ESSENTIAL PURPOSE.

PARTICIPANT FURTHER AGREES THAT THE PROVISIONS OF THE RULES OF THE CLEARING HOUSE LIMITING THE LIABILITY OF THE CLEARING HOUSE TO ITS MEMBERS SHALL APPLY TO PARTICIPANT AS FULLY AS IF PARTICIPANT WERE A MEMBER OF THE CLEARING HOUSE MUTATIS MUTANDIS.