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NASDAQ OMX Futures Exchange, Inc.
1900 Market Street
Philadelphia, PA 19103

Rule Self-Certification

March 27, 2009

Office of the Secretary
Commodity Futures Trading Commission
Three Lafayette Center
1155 21st St., N.W.
Washington, D.C. 20581

Re: PBOT XL Trading System Rule Amendments
Reference File SR-NFX-2009-08

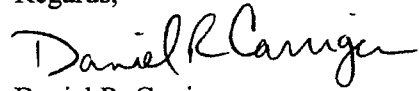
Ladies and Gentlemen:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (“Act”), and Section 40.6 of the regulations promulgated by the Commodity Futures Trading Commission under the Act, the NASDAQ OMX Futures Exchange (“NFX” or “Exchange”) hereby submits amendments to Rules E1, Electronic Trading Generally, E2, Definitions and Rules of Construction, E3, Listed Contracts, E4, Trading Days and Hours, E5, Market Opening, E6, General Trading Standards and Prohibited Practices, E7, Responsibility for Orders and Quotes, E9, Clearing Arrangements, E10, Market Makers, E11, Customer Margin, E12, Submission of Orders, E14, Order Instructions, E15, Timely Order Entry, E16, Order Status, Change, or Cancellation, E17, Quote Status, Change, or Cancellation and Submission, E18, Order and Quote Matching, E19, Automated Order-Routing Systems, E21, Trade Confirmations and Objections, E22, Pre-Negotiated Business and Cross Transactions, E23, Block Trades, E25, Customer Order Error Correction Procedures, E26, Transaction Nullifications or Modifications, E32, Trading Restrictions and Suspensions, E34, Restrictions on Message Traffic, E35, Proprietary Nature of Market Data, E36, Notices to the Exchange, Members, and Member Organizations, and E37, Limitation of Liability For PBOT XL. The amendments will become effective on March 31, 2009.

There were no opposing views among the NFX’s Board of Directors, members or

market participants. NFX hereby certifies that the attached amendments comply with the Commodity Exchange Act and regulations thereunder.

Regards,

A handwritten signature in black ink that reads "Daniel R. Carrigan". The signature is written in a cursive style with a large, prominent "D" and "C".

Daniel R. Carrigan
Senior Managing Director

cc w/att: Mr. Glenn Swann
Mr. J. Goodwin

Deleted language is crossed out; new language is underlined

Rule E1. Electronic Trading Generally

~~PBOT NFX XL~~ related activity is governed by Rules E1 through and including E38, which prevail in the event of any conflict with any other Exchange Rule. Except for the General Trading Rules of Section 3 and Rules F1 - F37, the IDEX XT Electronic Trading System rules, which are inapplicable, all other Rules and By-Laws of the Exchange apply to ~~PBOT NFX XL~~ related activity unless expressly excluded from application.

Rule E2. Definitions and Rules of Construction

(a) When used in these Rules, these terms have the following meanings:

~~**Authorized Trader Contact.** The term "Authorized Trader Contact" means an employee or other individual associated with a Member or Member Organization who is authorized by that Member or Member Organization and the Exchange to submit Quotes or Orders into PBOT XL. Only a natural person can be an Authorized Trader Contact.~~

Block Trade. The term "Block Trade" shall mean a transaction in Contracts negotiated outside the ~~PBOT NFX XL~~ but executed through the Exchange that complies with the requirements of Rule E23.

Bunched Order. The term "Bunched Order" means a single Order for two or more Customer Accounts entered into ~~PBOT NFX XL~~ pursuant to Rule E13.

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Contract. The term "Contract" means any Commodity Interest that trades or is reported through ~~PBOT NFX XL~~ or subject to the Rules of the Exchange.

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Designated Person. The term "Designated Person" means an employee or other individual associated with a Member or Member Organization who is authorized by that Member or Member Organization and the Exchange to submit Quotes or Orders into NFX XL. Only a natural person can be a Designated Person.

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Market Data. The term "Market Data" means any and all price, quantity, and time data from any and all bids and offers submitted to, and trades executed by or through, ~~the PBOT NFX XL~~, any data derived from the foregoing, the format and presentation of any such data or information, and the transmissions of such data or information to Members,

Member Organizations, any party that has entered into an agreement with the Exchange to distribute the above-described data or information or other Person.

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NFX Best Bid and Offer. The term "NFX Best Bid and Offer" means for each Contract then listed and trading through NFX XL the current disseminated highest bid and lowest offer in the Order Book and/or available by Quote excluding those Orders that at the time of receipt are matchable and are due execution pursuant to the procedures described in Rule E18.

NFX XL. The term "NFX XL" means the electronic trading system maintained by the Exchange for the receipt, entry, cancellation, storage, display, matching, and reporting of Orders and Quotes.

Non-Clearing Member. The term "Non-Clearing Member" means a Member or Member Organization that is not a Clearing Member.

Notice to Members. The term "Notice to Members" means a written communication titled "Notice to Members" that the Exchange sends to Members and Member Organizations as described in Rule E36, which has the force and effect of Rules.

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Order Book. The term "Order Book" means all Orders received by ~~PBOT~~ NFX XL for a particular Contract that are not immediately filled or cancelled upon entry pursuant to an Immediate or Cancel Order instruction under Rule E14.

~~**PBOT Best Bid and Offer.** The term "PBOT Best Bid and Offer" means for each Contract then listed and trading through PBOTXL the current disseminated highest bid and lowest offer in the Order Book and/or available by Quote excluding those Orders that at the time of receipt are matchable and are due execution pursuant to the procedures described in Rule E18.~~

~~**PBOT Regulatory Alert.** The term "PBOT Regulatory Alert" means a written communication titled "PBOT Regulatory Alert" that the Exchange sends to Members and Member Organizations as described in Rule E36, which has the force and effect of Rules.~~

~~**PBOT XL.** The term "PBOT XL" means the electronic trading system maintained by the Exchange for the receipt, entry, cancellation, storage, display, matching, and reporting of Orders and Quotes.~~

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Quote. The term "Quote" means a bid or offer submitted by a Market Maker to transact through ~~PBOT~~ NFX XL in a certain quantity of a Contract at a specified price or better.

Rule. The term "Rule" means rules adopted, and Notices to Members ~~PBOT Regulatory Alerts~~ published, by the Exchange.

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Rule E3. Listed Contracts

The Exchange shall determine and publish through Notices to Members ~~PBOT Regulatory Alerts~~ or through new rules or rule amendments the Contracts listed for trading through ~~PBOT~~ NFX XL.

Rule E4. Trading Days and Hours

Except as provided in Rule E32 and Rule E33, the Exchange shall determine and publish through a Notice to Members ~~PBOT Regulatory Alert~~ the days on which the Exchange is open for business, the opening and closing hours of the market, and the opening and closing trading times for each Contract.

Rule E5. Market Opening

(a) The Exchange shall, by a Notice to Members ~~PBOT Regulatory Alert~~ or other appropriate means, designate a period prior to the market opening during which ~~PBOT~~ NFX XL will accept Orders and Quotes for execution upon market open or for execution during the Trading Day.

(b) If the Exchange halts or suspends trading in a Contract prior to the scheduled closing, then before resuming trading in that Contract the Exchange will have a pre-opening period during which ~~PBOT~~ NFX XL will accept Orders and Quotes into ~~PBOT~~ NFX XL, as described in Rule E5(a) above.

Rule E6. General Trading Standards and Prohibited Practices

(a) No Member or Member Organization may accept a Customer Order for submission to ~~PBOT~~ NFX XL unless the Member or Member Organization has provided the Customer with the Uniform Electronic Trading and Order Routing Systems Disclosure Statement or any successor disclosure published by the National Futures Association.

(b) - (c) No Change.

(d) No Member or Member Organization shall knowingly submit to ~~PBOT~~ NFX XL a Quote or Order for any Contract for the account of that Member or Member Organization or any account in which that Member or Member Organization has an interest while

holding an Order of another Person for the same Contract on the same side of the market that is executable at the then current market price or at the price at which the Quote or Order is executable for the account of the Member or Member Organization or an account in which that Member or Member Organization has an interest.

(e) No Member or Member Organization shall exercise discretion and submit an Order to or through ~~PBOT~~ NFX XL for an account of another Person without the prior specific consent of that Person; provided, however, that prior specific consent required by this Rule does not apply to an Order for a Proprietary Account of the Member or Member Organization.

(f) No Member or Member Organization shall accept or submit any Order to or through ~~the PBOT~~ NFX XL for an employee, agent, or other Person acting on behalf of another Member, Member Organization, or its associated Authorized Traders without the prior written consent of that other Member or Member Organization, which is filed with the Exchange. If an Order for another Member or Member Organization results in a transaction, then the Member or Member Organization through which the Order is submitted to ~~the PBOT~~ NFX XL must promptly send a duplicate confirmation of the transaction to the Person providing the prior written consent of the other Member or Member Organization.

(g) Members, Member Organizations, and Authorized Traders Contacts shall not:

(1) - (2) No Change.

(3) Engage in acts, practices, or conduct contrary to the purposes of the Exchange or likely to bring the Exchange into disrepute. These prohibited practices include, but are not limited to:

(i) - (ii) No Change.

(iii) engaging in wash transactions (or other activities that may or may not involve the making of a Contract) that creates a misleading appearance of activity occurring on ~~PBOT~~ NFX XL and/or causes the reporting of a misleading price level;

(iv) - (ix) No Change.

Rule E7. Responsibility for Orders and Quotes

(a) Each Member and Member Organization is responsible for all Orders and Quotes submitted through its Member ID by any Persons associated with that Member or Member Organization. Each Member and Member Organization must reasonably ensure that all Orders and Quotes submitted through its Member ID are submitted in good faith to execute bona fide trades and that the Orders and Quotes comply with all applicable provisions of the Act, Commission regulations and related requirements, all Rules

(including Notices to Members PBOT Regulatory Alerts), and all Exchange regulatory and operational orders and procedures.

(b) Each Member and Member Organization must have one Designated Person Authorized Trader Contact. Each Member and Member Organization must provide to the Exchange the name, title, telephone number and other contact information for its Designated Person Authorized Trader Contact in the manner, format, and following the procedures established by the Exchange and as described in a Notice to Members PBOT Regulatory Alert.

(c) ~~An Authorized Trader Contact~~ A Designated Person is responsible for all business conducted by or through the Member or Member Organization's Member ID. Each Designated Person Authorized Trader Contact must sign a written statement provided by the Exchange whereby the Designated Person Authorized Trader consents to the jurisdiction of the Exchange and the Commission and agrees to observe and be bound by the By-laws and Rules of the Exchange, the Act, Commission regulations and related requirements, and all Exchange regulatory and operational orders and procedures. Among other duties and responsibilities that the Exchange may impose, a Designated Person an Authorized Trader must:

(1) - (2) No Change.

(3) Ensure that all activity conducted under his or her Member Organization's Member ID complies with all applicable provisions of the Act, Commission regulations and related requirements, all Rules (including Notices to Members PBOT Regulatory Alerts), and all Exchange regulatory and operational orders and procedures; and

(4) No Change.

(d) No Member, Member Organization, or Person associated with a Member Organization shall submit an Order or a Quote to ~~PBOT-NFX XL~~ unless the Order or Quote is submitted with Member ID attached in the manner, format, and following the procedures established by the Exchange. Each Member, Member Organization, Designated Person Authorized Trader Contact, and Person associated with a Member Organization must reasonably ensure that no Member ID is used by any Person not so authorized by the Member, Member Organization, Designated Person Authorized Trader Contact, or these Rules.

(e) The Member Organization must identify the Person submitting each Order or Quote by also attaching to the Order or Quote a Trader ID, a unique identifier, in the manner, format, and following the procedures established by the Exchange and as described in a Notice to Members PBOT Regulatory Alert.

(f) In the manner, format, and following the procedures established by the Exchange in a Notice to Members PBOT Regulatory Alert, each Member and Member Organization must provide to, and keep current with, the Exchange the contact information for its

~~Designated Person Authorized Trader Contact~~ so that the Exchange can immediately reach the ~~Designated Person Authorized Trader Contact~~ when Orders or Quotes are resting in, being submitted to, or being executed by ~~PBOT-NFX~~ XL through the ~~Designated Person's Authorized Trader's~~ Member Organization's Member ID.

Rule E9. Clearing Arrangements

(a) No Member or Member Organization shall submit an Order or a Quote to ~~PBOT NFX~~ XL or accept the transfer of a Contract unless the Member or Member Organization is either a Clearing Member or a Non-Clearing Member guaranteed by a Clearing Member pursuant to this Rule for that Contract.

(b) - (f) No Change.

Rule E10. Market Makers

(a) - (i) No Change.

(j) Market Makers shall have such rights and obligations as the Exchange may specify in connection with their approval or prescribe from time to time in any Notice to Members ~~PBOT Regulatory Alert~~.

Rule E11. Customer Margin

(a) No Change.

(b) Rates and Requirements:

(1) A Member or Member Organization carrying a Customer Account with Contracts must collect at least the minimum margin requirements established by the Exchange. The Exchange will publish the minimum initial and maintenance margin rates and other requirements for each Contract through Notices to Members ~~PBOT Regulatory Alerts~~ or other appropriate means. Any changes imposed by the Exchange to initial or maintenance margin rates or requirements apply to both new and existing positions and the Exchange may, within its discretion, establish different margin rates or requirements for different types of accounts.

(2) No Change.

(c) - (f) No Change.

Rule E12. Submission of Orders

(a) Members, Member Organizations, and other Persons through Members and Member Organizations may submit Orders and Market Makers may submit Quotes to ~~PBOT~~ NFX XL during the pre-open period and until the end of the Trading Day, but ~~PBOT~~ NFX XL only matches Orders and Quotes during the Trading Day.

(b) No Change.

(c) Each Order entered into ~~PBOT~~ NFX XL shall include the following information:

(1) - (12) No Change.

(d) No Change.

(e) Members and Member Organizations may permit direct access to NFX XL to be provided only to individuals physically located in the United States or in such other jurisdictions as the Exchange may designate from time to time by Notice to Members.

Rule E14. Order Instructions

Types of Order instructions accepted by ~~PBOT~~ NFX XL are the following:

(a) - (e)

(f) Immediate or Cancel Order, which is an instruction to execute a Limit Order as soon as the Order is entered into ~~PBOT~~ NFX XL; any part of an Immediate or Cancel Order executed is reported immediately and any portion not immediately executed is cancelled.

Rule E15. Timely Order Entry

Unless a Customer instructs otherwise, a Member or Member Organization that receives an Order for the account of another Person shall submit the Order to ~~PBOT~~ NFX XL immediately through an Authorized Trader Contact, or as soon as practicable, and in the sequence received. Unless a Customer instructs otherwise, if the Member or Member Organization cannot enter Orders received immediately into ~~PBOT~~ NFX XL, then the Member or Member Organization must (a) make a written record in non-erasable form of the Orders received and (b) submit the Orders received into ~~the~~ ~~PBOT~~ NFX XL in the sequence received once able to do so.

Rule E16. Order Status, Change, or Cancellation

(a) All Orders submitted to ~~PBOT~~ NFX XL are firm and remain open until executed, changed, or cancelled. Except for Good 'Til Cancelled Orders, all open Orders in ~~PBOT~~ NFX XL automatically cancel at the close of each Trading Day.

(b) A Member or Member Organization may edit an Order's price, change its quantity, or change its Order instruction in accordance with Rule E14, once the Order Book holds the Order. If the volume is reduced for an Order held in the Order Book, then the Order's position in the time-priority queue remains unchanged. Any other change to an Order is treated as a new Order for purposes of the time-priority queue. To increase the quantity of an Order, the Member or Member Organization may either submit to PBOT NFX XL a new Order for the incremental quantity increase or may enter a Cancel Replace Order for the greater amount.

Rule E17. Quote Status, Change, or Cancellation and Submission

(a) Only Market Makers can submit Quotes and all Quotes submitted to PBOT NFX XL are firm and remain open until executed, changed, or cancelled. At the close of each Trading Day all Quotes automatically cancel.

(b) A Market Maker may change or cancel a Quote at any time prior to a match with another Quote or Order through the PBOT NFX XL.

(c) Each Quote entered into PBOT NFX XL shall include the following information:

(1) - (5) No Change.

(d) No Change.

Rule E18. Order and Quote Matching

(a) Except as described in Rule E18(d), PBOT NFX XL matches Orders and Quotes in price priority with the highest bid or lowest offer for a Contract having priority over all other Orders and Quotes for the same Contract. When PBOT NFX XL has multiple Orders or Quotes for a contract at the highest bid or lowest offer, then

(1) - (2) No Change.

(b) When PBOT NFX XL receives a Quote that locks (i.e., the highest bid equals the lowest offer) or crosses (i.e., the highest bid exceeds the lowest offer) the PBOT NFX XL Best Bid and Offer, PBOT NFX XL will first disseminate a new PBOT NFX XL Best Bid and Offer at either the locked price or the resting price crossed by the Quote, then execute the Quote at that price.

(c) When PBOT NFX XL receives an Order that locks or crosses the PBOT NFX XL Best Bid and Offer, PBOT NFX XL will first execute the Order at either the locked price or the resting price crossed by the Order, then calculate and disseminate a new PBOT NFX Best Bid and Offer.

(d) An electronic auction occurs on ~~PBOT NFX~~ XL when two or more Orders or Quotes for a Contract are submitted, modified, or cancelled virtually simultaneously that would lock or cross market. During an electronic auction, ~~PBOT NFX~~ XL determines the price at which the most Contracts will trade based on all Orders in the Order Book and Quotes in ~~PBOT NFX~~ XL, with each Order or Quote filled receiving its stated price or better. During an electronic auction, a trade may occur outside the last disseminated ~~PBOT NFX~~ Best Bid and Offer.

Rule E19. Automated Order-Routing Systems.

(a) If any Member or Member Organization provides any Customer, other Members or Member Organizations, or any other Person access to an electronic or automated order-routing system that enables the submitting of Orders directly to the ~~PBOT-NFX~~ XL, then that Member or Member Organization must:

(1) - (4) No Change.

(5) ensure that the order-routing system complies with all applicable Rules of the Exchange, provisions of the Act, Commission regulations and registration requirements, and rules of the National Futures Association, including, without limitation, maintenance of an audit trail of all Order information in compliance with the requirements of Commission regulation 1.35.

(b) A Member or Member Organization is fully responsible for all Orders submitted directly to ~~PBOT NFX~~ XL through its electronic or automated order-routing system as if the Member or Member Organization had placed each Order itself.

Rule E21. Trade Confirmations and Objections

The Exchange will promptly confirm each trade resulting from the electronic matching of bids and offers through ~~PBOT NFX~~ XL. If appropriate, upon receipt of a trade confirmation, the relevant Member or Member Organization must promptly object in writing to the Exchange; and under no circumstances will the Member or Member Organization object to any trade later than one hour after the close of trading for the relevant Contract on the applicable Trading Day.

Rule E22. Pre-Negotiated Business and Cross Transactions

(a) - (b) No Change.

(c) When submitting a Cross Transaction to ~~the PBOT NFX~~ XL through this Rule, if only one side of the transaction is a Customer Order, then the Member or Member Organization must submit the Customer Order first to ~~PBOT NFX~~ XL.

(d) A Member or Member Organization may enter Orders matched through pre-negotiation immediately into the ~~PBOT NFX XL~~ if, at the time of entry, a bid and an offer exists for the relevant Contract Month in the ~~PBOT NFX XL~~. Because both Orders submitted pursuant to this Rule are exposed to the market, ~~PBOT NFX XL~~ may not necessarily match the two Orders.

(e) If a bid and an offer for a Contract Month does not exist in the ~~PBOT NFX XL~~, then before submitting Orders in the relevant Contract Month that have been pre-negotiated, a Member or Member Organization must (1) submit one Order (in compliance with Rule E22(c), if applicable), (2) wait four seconds, and (3) submit the second Order for the relevant Contract Month. Because both Orders submitted pursuant to this Rule are exposed to the market, ~~PBOT NFX XL~~ may not necessarily match the two Orders.

(f) A Person must not enter a bid and/or an offer into ~~PBOT NFX XL~~ in an attempt to circumvent the requirements of Rule E22.

Rule E23. Block Trades

(a) A Member or Member Organization may only negotiate and execute Block Trades in Contracts on the Exchange but outside the ~~PBOT NFX XL~~ if all the requirements are met related to (1) hours of trading (Rule E23(b)), (2) minimum quantity (Rule E23(c)), (3) eligible parties (Rule E23(d)), (4) fair pricing (Rule E23(e)), and (5) timely recording and submission of information (Rule E23(f)).

(b) -(d) No Change.

(e) When negotiating or executing a Block Trade, a Member or Member Organization must ensure that the price quoted represents a fair price for the Block Trade (i.e., the price that the Member or Member Organization considers the best available for a transaction of that size and type). When determining a fair price for a Block Trade, a Member or Member Organization should consider the prevailing price and volume currently available through the ~~PBOT NFX XL~~, the prices and sizes of transactions in other relevant markets at the relevant time, and general market conditions.

(f) In addition to the requirements of Rule E12(b) and Rule E12(c), for a Block Trade each Member or Member Organization shall record on an Order ticket the identity of the individual arranging the Block Trade and time stamp the Order when negotiation ends. Unless a different time period is designated by the Exchange through a Notice to Members ~~PBOT Regulatory Alert~~:

(1) - (2) No Change.

(g) Upon receipt of the applicable Block Trading request forms, the Exchange will review the information received for the proposed Block Trade. If the market for the relevant

Contract is open when the Exchange receives the Block Trade request forms and the Block Trade appears to satisfy the requirements of Rule E23, then the Exchange will immediately disseminate information concerning the Block Trade through the ~~PBOT~~ NFX XL. If the market for the relevant Contract is closed when the Exchange receives the Block Trade request forms and the Block Trade appears to satisfy the requirements of Rule E23, then the Exchange will disseminate information concerning the Block Trade through the ~~PBOT~~ NFX XL prior to the market open on the next Trading Day for the relevant Contract. The Exchange will disseminate the following information concerning Block Trades through ~~PBOT~~ NFX XL: the Contract with a designation denoting that the transaction was a Block Trade, the Contract Month, price, and quantity. The Exchange will not consider Block Trades in calculating either the relevant Daily Settlement Prices or the range of daily prices and the Exchange will report Block Trades separately for purposes of calculating trading volume.

(h) No Change.

Rule E25. Customer Order Error Correction Procedures

(a) No Change.

(b) To use the provisions of this Rule to correct an error in a Customer Order, the Erring Member must provide the Exchange with (1) a completed and signed error correction request form, (2) evidence that the Order reported to the Customer could have been reasonably executed on ~~PBOT~~ NFX XL, (3) the relevant completed Order ticket or similar record, and (4) any other evidence that the Exchange reasonably requests.

(c) - (e) No Change.

(f) If the Erring Member has not executed a trade or executed a trade in the wrong Contract, Contract Month, or direction (i.e., a buy rather than a sell or vice versa) and the current market price for the Order at the time the error is discovered is better than the price erroneously reported to the Customer, then the Erring Member must execute the Customer Order on ~~PBOT~~ NFX XL and may not use the provisions of this Rule.

Rule E26. Transaction Nullifications or Modifications

(a) No Change.

(b) When determining whether to nullify a transaction the Exchange may consider one or more of the following factors:

(1) the opening price levels of the Contract on the ~~PBOT~~ NFX XL;

(2) - (9) No Change.

(c) - (d) No Change.

(e) The Exchange may, within its sole discretion, nullify or modify a transaction in a Contract if an error occurs as a result of a disruption or malfunction of ~~PBOT NFX XL~~ or its related communication or other systems.

(f) - (g) No Change.

Rule E32. Trading Restrictions and Suspensions

(a) - (d) No Change.

(e) Any trading restrictions or suspensions imposed under this Rule will be communicated by a Notice to Members ~~PBOT Regulatory Alert~~ or other means that the Exchange determines appropriate. The Exchange will document its decision-making process and the reasons for using its authority under this Rule, and consult with Commission staff as necessary and appropriate.

Rule E34. Restrictions on Message Traffic

At any time, the Exchange may, in its sole discretion, restrict the electronic transmissions or submissions to ~~the PBOT NFX XL~~ by Members or Member Organizations of Quotes, Orders, modifications or cancellations of Quotes or Orders, trade reports, and other messages or vice versa ("Message Traffic") to safeguard the operations or integrity of ~~PBOT NFX XL~~ or to preserve market integrity, fair and orderly trading, or the public interest or for the protection of investors.

Rule E35. Proprietary Nature of Market Data

All Members, Member Organizations, Authorized Traders Contacts, and all employees, agents, vendors, and other Persons affiliated with the foregoing:

(a) understand and acknowledge that the Exchange has a proprietary interest in Market Data, the PBOT Best Bid and Offer, and all related trade data and settlement prices relating to all Contracts traded through ~~PBOT NFX XL~~ and the Exchange;

(b) No Change.

Rule E36. Notices to the Exchange, Members, and Member Organizations.

(a) Members and Member Organizations shall provide any required notice to the Exchange in the manner set forth in these Rules, Notices to Members ~~PBOT Regulatory Alerts~~, or other Exchange regulatory or operational orders or procedures, as applicable.

(b) A Notice to Members ~~PBOT Regulatory Alert~~ shall become effective at the time published by the Exchange on its website or at any later time as determined appropriate by the Exchange and as stated in the notice. As soon as reasonably practicable, the Exchange shall provide Member and Member Organization with a copy of a ~~PBOT Regulatory Alert~~ Notice to Members by: transmitting electronically a copy to the Member or Member Organization to the electronic mail address, if any, supplied to the Exchange by the Member or Member Organization in the manner specified by the Exchange for receipt of Notices to Members ~~PBOT Regulatory Alerts~~.

(c) Subject to Rule E36(a) and except as otherwise expressly provided in the Rules, the Exchange may provide any other notice to a Member, Member Organization, or Designated Person ~~Authorized Trader Contact~~ by:

(1) handing a copy to the Member, Member Organization, or Designated Person ~~Authorized Trader Contact~~, or

(2) mailing a copy to the Member, Member Organization, or Designated Person ~~Authorized Trader Contact~~ to the address supplied to the Exchange by the Member, Member Organization, or Designated Person ~~Authorized Trader Contact~~ for notice, or

(3) transmitting electronically a copy to the Member, Member Organization, or ~~Authorized Trader Contact~~ Designated Person (including, through a facsimile or electronic-mail transmission) to the address supplied to the Exchange by the Member, Member Organization, or ~~Authorized Trader Contact~~ Designated Person for notice, or

(4) No Change.

Rule E37. Limitation of Liability For ~~PBOT~~ NFX XL

(a) Except for any party found to have engaged in willful or wanton misconduct, neither the Exchange (which for purposes of this Rule E37 includes its parents, subsidiaries and affiliates), its Members or Clearing Members, nor any of its or their respective officers, directors, employees, or agents shall be liable to any Person (including, but not limited to, a Customer) for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) arising from (1) any failure or malfunction of ~~PBOT~~ NFX XL or the Clearing Corporation or any Exchange services or facilities used to support ~~PBOT~~ NFX XL including but not limited to any user interface or any inability to enter or cancel Orders (the "~~PBOT~~ NFX XL Complex"), or (2) any fault in delivery, delay, omission, suspension, inaccuracy or termination, or any other cause, in connection with the furnishing, performance, maintenance, use of or inability to use all or any part of the ~~PBOT~~ NFX XL Complex. The foregoing shall apply regardless of whether a claim arises in contract, tort,

negligence, strict liability or otherwise. The foregoing shall not limit the liability of any Member, Member Organization, Clearing Member, or any of their respective officers, directors or employees for any act, incident, or occurrence within their control. For purposes of this Rule E37, the "~~PBOT~~ NFX XL Complex" shall include any exchange facilities or services used to support block trades and exchange of futures for physicals transactions pursuant to Rules E23 and E38.

(b) No express or implied warranties or representations regarding the ~~PBOT~~ NFX XL Complex are provided by the Exchange, including, but not limited to, warranties of merchantability and warranties of fitness for a particular purpose or use.

(c) Any dispute arising from the use of ~~PBOT~~ NFX XL or the Clearing Corporation in which the Exchange or any of its or their respective officers, directors, employees or agents is a party shall be construed and enforced in accordance with the laws of the State of Pennsylvania, without reference to that State's choice of law principles. Any actions, suits, or proceedings against any of the above must be brought within two years from the time that a cause of action has accrued, and any party bringing such action consents to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Philadelphia County, Pennsylvania, and waives any objection to venue and any right to trial by jury.

(d) No Change.