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#### **RULE SELF-CERTIFICATION**

December 1, 2011

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

# Re: International Derivatives Clearinghouse, LLC Reference File; SR-IDCH-2011-03

Ladies and Gentlemen:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (the "Act") and Section 40.6 of the regulations promulgated thereunder, International Derivatives Clearinghouse, LLC ("<u>IDCH</u>"), a derivatives clearing organization registered under the Act, hereby submits this self-certification in connection with the removal of the following contracts from its rulebook currently set forth in Rules 1001 through 1009 ("IDEX Futures Contracts"):

- 1. IDEX USD 1 Month Interest Rate Swap Futures Contracts
- 2. IDEX USD 3 Month Interest Rate Swap Futures Contracts
- 3. IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contracts
- 4. IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contracts
- 5. IDEX USD OIS Interest Rate Swap Futures Contracts
- 6. IDEX USD 1 Month Forward Rate Agreement Futures Contracts
- 7. IDEX USD 3 Month Forward Rate Agreement Futures Contracts
- 8. IDEX USD Defined Roll Interest Rate Swap Futures
- 9. IDEX USD Forward Start Defined Roll Interest Rate Swap Futures

There is no open interest in the IDEX Futures Contracts, which will be delisted from the NASDAQ OMX Futures Exchange and no longer available for clearing by IDCH effective December 16, 2011.

In connection with removing these contracts from those available for clearing, IDCH will eliminate Rules 1001 through 1009 from its rulebook effective December 16, 2011.

IDCH's decision to eliminate the IDEX Futures Contracts from its product offering reflects a strategic business decision to focus on the clearing of non-listed OTC products.

The text of the proposed amendments (showing deletions and additions) are attached hereto. There were no opposing views among IDCH's Board of Directors, Clearing Members or market participants. IDCH hereby certifies that these amendments to the IDCH rules comply with the Act and the CFTC Rules. IDCH further certifies that, concurrent with this filing, a notice of the pending certification was posted on IDCH's website as well as a copy of the submission, which may be accessed at <u>http://idcg.com/idch/index.html#bulletins</u>.

Regards,

Minhal

Michael Dundon Chief Risk Officer

Attachment

cc: Ananda Radhakrishnan Robert Wasserman

# International Derivatives Clearinghouse, LLC Reference File: IDCH-2011-03

Appendix 1

New text is in brackets and deleted text is in strikethrough.

Rules

of

International Derivatives Clearinghouse, LLC

As of June 10[December 16], 2011

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# Chapter 10 [Reserved] Exchange Contract Specifications

#### Rule 1001.IDEX USD 1 Month Interest Rate Swap Futures Contracts

**Description:** IDEX USD 1 Month Interest Rate Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for monthly floating-rate payments based on the 1-month US Dollar London Interbank Offered Rate ("USD LIBOR").

**Ticker Symbols:** Base Example = IR1MYYYYMMDD. YYYYMMDD refers to the unadjusted Maturity Date of the series.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD 1 Month Interest Rate Swap Futures Contracts having maturities from one day to thirty years, with a contract maturing on every calendar day. The Maturity Date of each individual IDEX USD 1 Month Interest Rate Swap Futures Contract shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday

Trading Platform: IDEX XT Trade Match Engine

Minimum Price Intervals: The price of the IDEX USD 1 Month Interest Rate Swap Futures-Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 1 Month Interest Rate Swap Futures Contracts. The minimum price interval is .001 for contracts traded on the IDEX XT trading system and .00001 for contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD 1 Month Interest Rate Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participating Trading Facility is open for the trading of IDEX USD 1 Month Interest

#### Rate Swap Futures Contracts.

Floating Rate Setting: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the actual number of days in the accrual period, divided by 360.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD 1 Month Interest Rate Swap Futures Contract. Clearing Members holding open positions in an IDEX USD 1 Month Interest Rate Swap Futures Contract at the termination of trading in that contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

Periodic Payments: Periodic payments on the IDEX USD 1 Month Interest Rate Swap Futures Contract will be made on a monthly basis for the floating rate payments, and on a semi-annual basis for the fixed rate payments. Each payment date in the IDEX USD 1 Month Interest Rate Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London. The Effective Date (start of first accrual period) shall be 2 Week Days after the execution date of any individual IDEX USD 1 Month Interest Rate Swap Futures Contract, adjusted by the Following Business Day Convention for New York.

The Maturity Date shall be the final payment date unadjusted by any Business Day convention of the IDEX USD 1 Month Interest Rate Swap Futures Contract and shall be established by the Participating Trading Facility on the listing date.

The Reset Date shall be 2 London Business Days preceding the start of the floating interest accrual period. The only exception to this is the first floating interest accrual period where the Reset Date will be the execution date unless this is not a good London Business Day in which case the Reset Date will be the first good London Business Day preceding the listing date.

The Start Date of the nth interest accrual period is the Effective Date for the series plus (n-1)\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London. The End Date of the nth interest accrual period is the Effective Date for the series plus n\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

For purposes of these rules, the following conventions determine how non-business days are treated:

(i) *Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

(ii) *Modified Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

(iii) *Preceding* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

(iv) *Business Day* means a day in which the banking system is open to settle payments in the locations listed.

(v) Week Day means any calendar day which is not a Saturday or Sunday.

Floating Rate Periodic Payment Calculation: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the actual number of days in the accrual period, divided by 360.

**Fixed Rate Periodic Payment Calculation:** The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the number of days in the interest period in respect of which payment is being made divided by 360, calculated on a formula basis as follows;

 $\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$ 

Where:

Y1 is the year, expressed as a number, in which the start date of the interest period falls

Y2 is the year, expressed as a number, in which the end date of the interest period falls

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls M2 is the calendar month, expressed as a number, in which the end date of the interest period falls D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30. D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30. D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

No-Break Range: Pursuant to Rule F26 of the Participating Trading Facility, the "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

Position Accountability: A person owning or controlling more than 3,000 contracts net

long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 1 Month Interest Rate Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

Designated Contract Market: The NASDAQ OMX Futures Exchange (NFX).

#### Rule 1002.IDEX USD 3 Month Interest Rate Swap Futures Contract

#### (a) Description.

Underlying. IDEX USD 3 Month Interest Rate Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating-rate payments based on the 3-month US Dollar London Interbank Offered Rate (the "USD LIBOR").

*Payment Schedule.* Periodic payments on the IDEX USD 3 Month Interest Rate Swap Futures Contract will be made on a quarterly basis for the floating rate payments, and on a semi-annual basis for the fixed rate payments. Each payment date in the IDEX-USD 3 Month Interest Rate Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London. The Effective Date (start of first accrual period) shall be 2 Week Days after the execution date of any individual IDEX USD 3 Month Interest Rate Swap Futures Contract, adjusted by the Following Business Day convention for New York.

The Maturity Date shall be the final payment date unadjusted by any Business Day convention of the IDEX USD 3 Month Interest Rate Swap Futures Contract and shall be established by the Participating Trading Facility on the listing date.

The Reset Date shall be 2 London Business Days preceding the start of the floating interest accrual period. The only exception to this is the first floating interest accrual period where the Reset Date will be the execution date unless this is not a good London Business Day in which case the Reset Date will be the first good London Business Day preceding the listing date.

The Start Date of the nth interest accrual period is the Effective Date for the series plus (n-1)\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The End Date of the nth interest accrual period is the Effective Date for the series plus n\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

For purposes of this rule, the following conventions determine how non-business days are treated:

(i) "Following" means the date will be adjusted to be the first following day that is a Business Day in the locations listed;

(ii) "Modified Following" means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed;

(iii) "Preceding" means the date will be adjusted to the first preceding day that is a Business Day in the locations listed;

(iv) "Business Day" means a day in which the banking system is open to settle payments in the locations listed; and

(v) "Week Day" means any calendar day which is not a Saturday or Sunday Floating Rate Payment. The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by

the actual number of days in the accrual period, divided by 360.

*Fixed Rate Payment.* The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the number of days in the interest period in respect of which payment is being made divided by 360, calculated on a formula basis as follows;

 $\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$ 

₩here:

Y1 is the year, expressed as a number, in which the start date of the interest period falls

Y2 is the year, expressed as a number, in which the end date of the interest period falls

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

(b) Schedule. The Participating Trading Facility at any given time may list for trading IDEX USD 3 Month Interest Rate Swap Futures Contracts having maturities from one day to thirty years (with one year comprising 365 days, or 366 days for leap years), with one maturity of IDEX USD 3 Month Interest Rate Swap Futures Contract maturing on every calendar day. The maturity of each individual IDEX USD 3 Month Interest Rate Swap Futures Contract shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility.

(c) *Minimum Increments*. The price of the IDEX USD 3 Month Interest Rate Swap Futures Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 3 Month Interest Rate Swap Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

(d) Last Trading Day. Trading of any individual IDEX USD 3 Month Interest Rate Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participating Trading Facility is open for the trading of IDEX USD 3 Month Interest Rate Swap Futures Contracts.

(e) *Contract Modifications*. Specifications are fixed as of the first day of trading of a contract. If any U.S. government agency or body with authority issues an order, ruling, directive or law that conflicts with the requirements of these rules, such order, ruling, directive or law shall be construed to take precedence and become part of these rules, and all open and new contracts shall be subject to such government orders.

(f) *No-Break Range*. Pursuant to Rule F26 of the Participating Trading Facility, The "No-Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

(g) Reportable Position. Pursuant to Commission Regulation Section 15.03 and Part

17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 3 Month Interest Rate Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

(h) *Position Accountability*. A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

(i) Daily Settlement Price. Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

(j) Final Settlement Date. The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD 3 Month Interest Rate Swap Futures Contract. Clearing Members holding open positions in a IDEX USD 3 Month Interest Rate Swap Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

#### **Rule 1003.IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contracts**

**Description:** IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000 and a deferred Effective Date, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating-rate payments based on the 1-month US Dollar London Interbank Offered Rate (the "USD LIBOR").

**Ticker Symbols:** Base Example = 1FSYYYYMMDDYNN. YYYYMMDD refers to the unadjusted Maturity Date of the series and YNN refers to contract duration in years.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contracts having terms from one to twenty nine years and a Maturity Date no longer than thirty years (with one year comprising 365-days, or 366 days for leap years), with one maturity of the IDEX USD 1 Month Forward Start Swap Futures Contract maturing on every calendar day. The Effective Date and Maturity Date of each individual IDEX USD 1 Month Forward Start

Interest Rate Swap Futures Contract shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility. The Participating Trading Facility shall make known the listing of any contract on its website prior to the commencement of trading.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday 101

**Trading Platform: IDEX XT Trade Match Engine** 

**Effective Date:** Will be established by the Participating Trading Facility on the listing date of any individual IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract.

Start Date: Means the date on which an interest rate accrual period begins.

End Date: Means the date on which an interest rate accrual period ends.

Maturity Date: Will be the final payment date, unadjusted by any Business Day Convention, of the IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract it will be a whole number of years after the Effective Date and shall be established by the Participating Trading Facility on the listing date.

**Reset Date:** Will be 2 London Business Days preceding the start of the floating interest accrual period.

**Periodic Payments:** Periodic payments on the IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract will be made on a semi-annual basis for the fixed rate payments, and on a monthly basis for the floating rate payments. Each payment date in the IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Start Date of the nth interest accrual period is the Effective Date for the series plus  $(n-1)^*$  payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London. The only exception to this is the Start Date of the first interest accrual period which will be the Effective Date.

The End Date of the nth interest accrual period is the Effective Date for the series plus n<sup>\*</sup> payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

Floating Rate Payment: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction.

**Fixed Rate Payment:** The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the 30/360 Accrual Year Fraction.

Minimum Price Increments: The price of the IDEX USD 1 Month Forward Start Swap Futures Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 1 Month Forward Start Swap Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD 1 Month Forward Start Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participant Trading Facility is open for the trading of IDEX USD 1 Month Forward Start Swap Futures Contracts.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract. Clearing Members holding open positions in a IDEX USD 1 Month Forward Start Interest Rate Swap Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

#### Glossary:

*Term* means the difference between the Effective Date and the Maturity Date.

*Following Business Day Convention* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

*Modified Following Business Day Convention* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

*Preceding Business Day Convention* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

*Business Day* means a day in which the banking system is open to settle payments in the locations listed.

Week Day means any calendar day which is not a Saturday or Sunday.

Actual/360 Accrual Year Fraction means the actual number of days in the interest period in respect of which payment is being made divided by 360.

30/360 Accrual Year Fraction means the number of days in the interest period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows:

{[360 x (Y2-Y1)] + [30 x (M2-M1)] + (D2-D1)}/360

Where:

X1 is the year, expressed as a number, in which the start date of the interest period falls.

Y2 is the year, expressed as a number, in which the end date of the interest period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls.

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

**No-Break Range:** Pursuant to Rule F26, the "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question. **Position** Accountability: A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 1 Month Forward Start Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

#### Rule 1004.IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contracts

(a) Description: IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000 and a deferred Effective Date, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating-rate payments based on the 3-month US Dollar London Interbank Offered Rate (the "USD LIBOR").

Ticker Symbols: Base Example = 3FSYYYYMMDD. YYYYMMDD refers to the unadjusted Maturity Date of the series and YNN refers to contract duration in years.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contracts having terms from one to twenty nine years and a Maturity Date no longer than thirty years (with one year comprising 365 days, or 366 days for leap years), with one maturity of IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract maturing on every calendar day. The Effective Date and Maturity Date of each individual IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility. The Participating Trading Facility shall make known the listing of any contract on its website prior to the commencement of trading.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday

Trading Platform: IDEX XT Trade Match Engine

**Effective Date:** Will be established by the Participating Trading Facility on the listing date of any individual IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract.

Start Date: Means the date on which an interest rate accrual period begins.

End-Date: Means the date on which an interest rate accrual period ends.

Maturity Date: Will be the final payment date, unadjusted by any Business Day Convention, of the IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract it will be a whole number of years after the Effective Date and shall be established by the Participating Trading Facility on the listing date.

**Reset Date:** Will be 2 London Business Days preceding the start of the floating interest accrual period.

Periodic Payments: Periodic payments on the IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract will be made on a semi-annual basis for the fixed rate payments, and on a quarterly basis for the floating rate payments. Each payment date in the IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Start Date of the nth interest accrual period is the Effective Date for the series plus  $(n-1)^*$  payment frequency of the fixed or floating side as appropriate, adjusted by the

Modified Following Business Day convention for New-York and London. The only exception to this is the Start Date of the first interest accrual period which will be the

#### **Effective Date**

The End Date of the nth interest accrual period is the Effective Date for the series plus n\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

**Floating Rate Payment:** The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction.

**Fixed Rate Payment:** The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the 30/360 Accrual Year Fraction.

Minimum Price Increments: The price of the IDEX USD 3 Month Forward Start Swap Futures Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 3 Month Forward Start Swap Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal. Daily Settlement Price: Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD 3 Month Forward Start Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participating Trading Facility is open for the trading of IDEX USD 3 Month Forward Start Swap Futures Contracts.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX-USD-3 Month Forward Start Interest Rate Swap Futures Contract.

Clearing Members holding open positions in a IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 3 Month Forward Start Interest Rate Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

Designated Contract Market: The NASDAQ OMX Futures Exchange (NFX).

#### Glossary

*Term* means the difference between the Effective Date and the Maturity Date.

*Following Business Day Convention* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

*Modified Following Business Day Convention* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

*Preceding Business Day Convention* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

*Business Day* means a day in which the banking system is open to settle payments in the locations listed.

*Week Day* means any calendar day which is not a Saturday or Sunday. *Actual/360 Accrual Year Fraction* means the actual number of days in the interest period in respect of which payment is being made divided by 360.

30/360 Accrual Year Fraction means the number of days in the interest period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows;

 $\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$ 

₩here:

X1 is the year, expressed as a number, in which the start date of the interest period falls.

Y2 is the year, expressed as a number, in which the end date of the interest period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls.

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

(b) Contract Modifications. Specifications are fixed as of the first day of trading of a contract. If any U.S. government agency or body with authority issues an order, ruling, directive or law that conflicts with the requirements of these rules, such order, ruling, directive or law shall be construed to take precedence and become part of these rules, and all open and new contracts shall be subject to such government orders.

(c) No-Break Range. Pursuant to Rule F26 of the Participating Trading Facility, The "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

#### **Rule 1005.IDEX USD OIS Interest Rate Swap Futures Contracts**

**Description:** IDEX USD OIS Interest Rate Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000, requiring the exchange of periodic payments of annual fixed rate payments based on the futures price in exchange for annual floating-rate payments based on the United States Federal Funds ("Fed Funds") Effective Rate compounded over the life of the contract.

**Tieker Symbols:** Base Example = OISYYM\*DD-YYM\*DD. The first YYM\*DD refers to the adjusted start date of the contract. The second YYM\*DD refers to the adjusted maturity date of the contract. \*M denotes Month code symbol.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD OIS Interest Rate Swap Futures Contracts having maturities from one day to thirty years, with a contract maturing on every calendar day. The Maturity Date of each individual IDEX USD OIS Interest Rate Swap Futures Contract shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Facility.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday

Trading Platform: IDEX XT Trade Match Engine

Minimum Price Intervals: The price of the IDEX USD OIS Interest Rate Swap Futures Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD OIS Interest Rate Swap Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be

the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD OIS Interest Rate Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participating Trading Facility is open for the trading of IDEX USD OIS Interest Rate Swap Futures Contracts.

Floating Rate Setting: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the Fed Funds Effective Rate setting multiplied by the actual number of days in the accrual period, divided by 360.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD OIS Interest Rate Swap Futures Contract. Clearing Members holding open positions in an IDEX USD OIS Interest Rate Swap Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

Periodic Payments: Periodic payments on the IDEX USD OIS Interest Rate Swap Futures Contract will be made on a annual basis for the floating rate payments, and on a annual basis for the fixed rate payments. Each payment date in the IDEX USD OIS Interest Rate Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Effective Date (start of first accrual period) will be 2 Week Days after the execution date of any individual IDEX USD OIS Interest Rate Swap Futures Contract, adjusted by the Following Business Day Convention for New York.

The Maturity Date shall be the final payment date unadjusted by any Business Day convention of the IDEX USD OIS Interest Rate Swap Futures Contract and shall be established by the Participant Trading Facility on the listing date.

The Reset Date shall be each New York Business Day of the floating interest accrual period.

The Start Date of the nth interest accrual period is the Effective Date for the series plus (n-1)\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London. The only exception to this is the Start Date of the first interest accrual period which will be the Effective Date.

The End Date of the nth interest accrual period is the Effective Date for the series plus n\* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified

Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

For purposes of these rules, the following conventions determine how non-business days are treated:

(i) *Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

(ii) *Modified Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

(iii) *Preceding* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

(iv) *Business Day* means a day in which the banking system is open to settle payments in the locations listed.

(v) Week Day means any calendar day which is not a Saturday or Sunday.

**Floating Rate Periodic Payment Calculation:** The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the compounded Fed Funds Effective Rate multiplied by the Actual/360 Accrual Year Fraction.

**Fixed Rate Periodic Payment Calculation:** The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the number of days in the interest period in respect of which payment is being made divided by 360, calculated on a formula basis as follows;

30/360 Acerual Year Fraction means the number of days in the interest period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows;

 ${[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)}/{360}$ 

Where:

¥1 is the year, expressed as a number, in which the start date of the interest period falls.

Y2 is the year, expressed as a number, in which the end date of the interest period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls.

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

No-Break Range: Pursuant to Rule F26, the "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD OIS Interest Rate Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

Designated Contract Market: The NASDAQ OMX Futures Exchange (NFX).

#### **Rule 1006.IDEX USD 1 Month Forward Rate Agreement Futures Contracts**

**Description:** IDEX USD 1 Month Forward Rate Agreement Futures Contracts are futures on United States dollar-denominated Forward Rate Agreements with a notional value of \$100,000 and a deferred Effective Date, requiring the exchange of a monthly fixed rate payment based on the futures price in exchange for a monthly floating-rate payment based on the 3-month US Dollar London Interbank Offered Rate ("USD LIBOR").

**Ticker Symbols:** Base Example – FRA1MYYYYMMDD. YYYYMMDD refers to the unadjusted Maturity Date of the series.

Contract Listings: The Participant Trading Facility at any given time may list for

trading IDEX USD 1 Month Forward Rate Agreement Futures Contracts having maturities from one day to twenty three months, with a contract maturing on every calendar day. The Maturity Date of each individual IDEX USD 1 Month Forward Rate Agreement Futures Contract shall be established by the Participant Trading Facility on the date each such contract is listed by the Participant Trading Facility.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday

Trading Platform: IDEX XT Trade Match Engine

Minimum Price Intervals: The price of the IDEX USD 1 Month Forward Rate Agreement Futures Contract is the price of the fixed leg portion of the Forward Rate Agreement. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 1 Month Forward Rate Agreement Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the IDEX USD 1 Month Forward Rate Agreement Futures Contract. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD 1 Month Forward Rate Agreement Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participating Trading Facility is open for the trading of IDEX USD 1 Month Forward Rate Agreement Futures Contracts.

Floating Rate Setting: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the actual number of days in the accrual period, divided by 360.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD 1 Month Forward Rate Agreement Futures Contract. Clearing Members holding open positions in a IDEX USD 1 Month Forward Rate Agreement Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period. Payment Schedule: The Start Date of the interest accrual period and the Interest Payment Date is the Maturity Date for the series. The End Date of the interest accrual period shall be three months after the Maturity Date, adjusted by the Modified Following Business Day Convention for New York and London. The only exception to this is if the Maturity Date for the series falls on the last business day of the month in which case the End Date of the interest accrual period will fall on the last business day of the month three months after the maturity date.

**Final Payment:** The Final Payment shall be an amount equal to the Notional Value multiplied by the difference between the fixed rate and the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction divided by the Accrual Factor. When the USD LIBOR setting is greater than the fixed rate, the final payment will be made to the buyer, and from the seller, of the contract. Conversely when the USD LIBOR setting is less than the fixed rate, the final payment will be made to the buyer, of the contract.

Maturity Date: Will be the final payment date, unadjusted by any Business Day Convention, of the IDEX USD 1 Month Forward Rate Agreement Futures Contract, it shall be established by the Participating Trading Facility on the listing date.

**Reset Date:** Will be 2 London Business Days preceding the Maturity Date. For the purposes of the rules, the following conventions determine how non-business days are treated:

(i) *Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

(ii) *Modified Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

(iii) *Preceding* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

(iv) *Business Day* means a day in which the banking system is open to settle payments in the locations listed.

(v) Week Day means any calendar day which is not a Saturday or Sunday.

(vi) *Accrual Factor* means the accrual shall be equal to one plus the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction.

No-Break Range: Pursuant to Rule F26, the "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time

the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 1 Month Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

Designated Contract Market: The NASDAQ OMX Futures Exchange (NFX).

#### Glossary:

Actual/360 Accrual Year Fraction means the actual number of days in the interest period in respect of which payment is being made divided by 360.

30/360 Accrual Year Fraction means the number of days in the interest period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows;.

### $\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$

#### Where:

Y1-is the year, expressed as a number, in which the start date of the interest period falls.

Y2 is the year, expressed as a number, in which the end date of the interest period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls.

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a

number would be 31 and D1 is greater than 29, in which case D2 will be 30.

#### **Rule 1007.IDEX USD 3 Month Forward Rate Agreement Futures Contracts**

Description: IDEX USD 3 Month Forward Rate Agreement Futures Contracts are futures on United States dollar-denominated Forward Rate Agreements with a notional value of \$100,000 and a deferred Effective Date, requiring the exchange of a quarterly fixed rate payment based on the futures price in exchange for a quarterly floating-rate payment based on the 3-month US Dollar London Interbank Offered Rate ("USD LIBOR").

Ticker Symbols: Base Example = FRA3MYYYYMMDD. YYYYMMDD refers to the unadjusted Maturity Date of the series.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD 3 Month Forward Rate Agreement Futures Contracts having maturities from one day to twenty one months, with a contract maturing on every calendar day. The Maturity Date of each individual IDEX USD 3 Month Forward Rate Agreement Futures Contract shall be established by the Participant Trading Facility on the date each such contract is listed by the Participant Trading Facility.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday

Trading Platform: IDEX XT Trade Match Engine

Minimum Price Intervals: The price of the IDEX USD 3 Month Forward Rate Agreement Futures Contract is the price of the fixed leg portion of the IDEX USD 3 Month Forward Rate Agreement. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD 3 Month Forward Rate Agreement Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the IDEX USD 3 Month Forward Rate Agreement Futures Contract. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

Last Trading Day: Trading of any individual IDEX USD 3 Month Forward Rate Agreement Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Participant trading Facility is open for the trading of IDEX USD 3 Month Forward Rate Agreement Futures Contracts.

Floating Rate Setting: The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the actual number of days in the accrual period, divided by 360.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD 3 Month Forward Rate Agreement Futures Contract. Clearing Members holding open positions in an IDEX USD 3 Month Forward Rate Agreement Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

**Payment Schedule:** The Start Date of the interest accrual period and the Interest Payment Date is the Maturity Date for the series. The End Date of the interest accrual period shall be three months after the Maturity Date, adjusted by the Modified Following Business Day Convention for New York and London. The only exception to this is if the Maturity Date for the series falls on the last business day of the month in which case the End Date of the interest accrual period will fall on the last business day of the month three months after the maturity date.

**Final Payment:** The Final Payment shall be an amount equal to the Notional Value multiplied by the difference between the fixed rate and the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction divided by the Accrual Factor. When the USD LIBOR setting is greater than the fixed rate, the final payment will be made to the buyer, and from the seller, of the contract. Conversely when the USD LIBOR setting is less than the fixed rate, the final payment will be made to the buyer, of the contract.

Maturity Date: Will be the final payment date, unadjusted by any Business Day Convention, of the IDEX USD 3 Month Forward Rate Agreement Futures Contract, it shall be established by the Participant Trading Facility on the listing date.

**Reset Date:** Will be 2 London Business Days preceding the Maturity Date. For purposes of the rules, the following conventions determine how non-business days are treated:

(i) *Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed.

(ii) *Modified Following* means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day

that is a Business Day in the locations listed.

(iii) *Preceding* means the date will be adjusted to the first preceding day that is a Business Day in the locations listed.

(iv) *Business Day* means a day in which the banking system is open to settle payments in the locations listed.

(v) Week Day means any calendar day which is not a Saturday or Sunday.

(vi) *Accrual Factor* means the accrual shall be equal to one plus the USD LIBOR setting multiplied by the Actual/360 Accrual Year Fraction.

No-Break Range: Pursuant to Rule F26, the "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD 3 Month Forward Rate Agreement Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

Designated Contract Market: The NASDAQ OMX Futures Exchange (NFX).

#### Glossary:

Actual/360 Accrual Year Fraction means the actual number of days in the interest period in respect of which payment is being made divided by 360.

30/360 Accrual Year Fraction means the number of days in the interest period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows;.

{[360 x (Y2-Y1)] + [30 x (M2-M1)] + (D2-D1)}/360

Where:

Y1 is the year, expressed as a number, in which the start date of the interest period falls.

Y2 is the year, expressed as a number, in which the end date of the interest period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls.

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

#### Rule 1008. IDEX USD Defined Roll Interest Rate Swap Futures

**Description:** The IDEX USD Defined Roll Interest Rate Swap Futures are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000 and requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating rate payments based on the 3-month US Dollar London Interbank Offered Rate (the "USD LIBOR"). The periodic Interest Payment Dates will only fall on the third Wednesday of March, June, September or December.

**Ticker Symbols:** Base Example = QISYYYYMMDD. YYYYMMDD refers to the unadjusted Maturity Date of the series.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD Defined Roll Interest Rate Swap Futures having annual maturities from one to thirty years (with one year comprising 365 days, or 366 days for leap years), with one contract of IDEX USD Defined Roll Interest Rate Swap Futures maturing on the third Wednesday of March, June, September, and December. The Effective Date and Maturity Date of each individual IDEX USD Defined Roll Interest Rate Swaps Futures shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility. The Participating Trading Facility shall make known the listing of any contract on its website or the Clearinghouse website (www.ideg.com) prior to the commencement of trading.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday.

Trading Platform: IDEX-XT Trade Match Engine.

Effective Date: Will be the third Wednesday of March, June, September or December,

adjusted by the Modified Following Business Day Convention for London and New York as specified on the listing of any individual IDEX USD Defined Roll Interest Rate Swap Futures by the Participating Trading Facility.

Maturity Date: Will be the third Wednesday of the month of the Effective Date a whole number of years after the Effective Date, adjusted by the Modified Following Business Day Convention for London and New York.

**Reset Date:** Will be 2 London Business Days preceding the start of the floating rate interest accrual period.

Periodic Payments: Periodic payments on the IDEX USD Defined Roll Interest Rate Swap Futures will be made on a semi-annual basis for the fixed rate payments, and on a quarterly basis for the floating rate payments. Each Interest Payment Date in the IDEX USD Defined Roll Interest Rate Swap Futures will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Start Date of the first fixed rate interest accrual period will be the Effective Date for the series, subsequent interest accrual period Start Dates will be the third Wednesday of the month which is six months after the previous interest accrual period Start Date.

The End Date of the first fixed rate interest accrual period will be the third Wednesday of the month which is six months after the Effective Date, subsequent interest accrual period End Dates will be the third Wednesday of the month which is six months after the previous interest accrual period End Date up until the Maturity Date of the series.

All dates will be adjusted by the Modified Following Business Day convention for New York and London.

The Interest Payment Date of any interest accrual period is the End Date of the same interest accrual period.

The Start Date of the first floating rate interest accrual period will be the Effective Date for the series, subsequent interest accrual period Start Dates will be the third Wednesday of the month which is three months after the previous interest accrual period Start Date.

The End Date of the first floating rate interest accrual period will be the third Wednesday of the month which is three months after the Effective Date, subsequent interest accrual period End Dates will be the third Wednesday of the month which is three months after the previous interest accrual period End Date up until the Maturity Date of the series.

All dates will be adjusted by the Modified Following Business Day convention for New York and London.

Floating Rate Payment: The floating rate payment for a given interest accrual period

shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the Actual/360 Interest accrual Year Fraction.

**Fixed Rate Payment:** The fixed rate payment for a given interest accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the 30/360 Interest accrual Year Fraction.

Minimum Price Increments: The price of the IDEX USD Defined Roll Interest Rate Swap Futures contract is the traded yield of the fixed rate portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD Defined Roll Interest Rate Swap Futures contracts. The minimum price interval is .001 for contracts traded on the IDEX XT trading system and .00001 for contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** The Net Present Value of each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market.

Last Trading Day: The Last Trading Day for any individual IDEX USD Defined Roll Interest Rate Swap Futures contract is the business day preceding that contract's Maturity Date. For purposes of this rule, a business day is any day on which the Participating Trading Facility is open for the trading of IDEX USD Swap Futures contracts.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract series combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

**Large Trader Reporting:** Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulations, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD Defined Roll Interest Rate Swap Futures contract series at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

**Contract Modifications:** Specifications are fixed as of the first day of trading of a contract. If any U.S. government agency or body with authority issues an order, ruling, directive or law that conflicts with the requirements of these rules, such order, ruling, directive or law shall be construed to take precedence and become part of these rules, and all open and new contracts shall be subject to such government orders.

**No-Break Range:** Pursuant to Rule F26, The "No Break Range" for any contract shall be any price within a range bounded by the "fair market value" of such contract at the time the transaction occurred plus or minus the market movement covered by one-third of

the initial margin required for such contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD Defined Roll Interest Rate Swap Future. Clearing Members holding open positions in an IDEX USD Defined Roll Interest Rate Swap Future at the termination of trading in that contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the fixed and floating rate interest payment of the last interest accrual period.

#### Glossary:

30/360 Interest accrual Year Fraction means the number of days in the interest accrual period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows:

 ${[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)}/{360}$ 

Where:

Y1 is the year, expressed as a number, in which the start date of the interest accrual period falls.

Y2 is the year, expressed as a number, in which the end date of the interest accrual period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest accrual period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest accrual period falls.

D1 is the first calendar day expressed as a number, of the interest accrual period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest accrual period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

Actual/360 Interest accrual Year Fraction means the actual number of days in the interest accrual period in respect of which payment is being made divided by 360.

Business Day means a day in which the banking system is open to settle payments in the locations listed.

Effective Date means the date on which interest begins to accrue in the first interest accrual period.

End Date means the date on which an interest accrual period ends. Interest Payment Date means a day on which interest is paid.

Maturity Date means the day the final net coupon is paid. The accumulated unrealized Profit and Loss (P/L) that is attributable to the accruing coupon moves from unrealized Open Trade Equity (OTE) to realized Profit and Loss (Cash).

Modified Following Business Day Convention means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

Reset Date means the day on which the value of 3 Month Libor is observed so that it can be applied to the next floating interest accrual period.

Start Date means the date on which an interest accrual period begins.

Week Day means any calendar day which is not a Saturday or Sunday.

#### Rule 1009. IDEX USD Forward Start Defined Roll Interest Rate Swap Futures

**Description:** The IDEX USD Forward Start Defined Roll Interest Rate Swap Futures are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000, and a deferred Effective Date, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating rate payments based on the 3-month US Dollar London Interbank Offered Rate (the "USD LIBOR"). The periodic Interest Payment Dates will only fall on the third Wednesday of March, June, September or December.

**Ticker Symbols:** Base Example = QFSYYYYMMDDyNN. YYYYMMDD refers to the unadjusted Maturity Date of the series. yNN refers to contract duration in years.

**Contract Listings:** The Participating Trading Facility at any given time may list for trading IDEX USD Forward Start Defined Roll Interest Rate Swap Futures having terms from one to twenty nine years and a Maturity Date not longer than thirty years (with one year comprising 365 days, or 366 days for leap years), with one contract of IDEX USD Forward Start Defined Roll Interest Rate Swap Futures maturing on the third Wednesday of March, June, September, and December. The Effective Date and Maturity Date of each individual IDEX USD Forward Start Defined Roll Interest Rate Swap Futures Rate Swap Futures shall be established by the Participating Trading Facility on the date each such contract is listed by the Participating Trading Facility. The Participating Trading Facility shall make known the listing of any contract on its website or the Clearinghouse website

(www.idcg.com) prior to the commencement of trading.

Trading Hours: 7:00 AM to 5:00 PM Eastern Time ("ET") Monday Friday.

Trading Platform: IDEX XT Trade Match Engine.

**Effective Date:** Will be the third Wednesday of March, June, September or December, adjusted by the Modified Following Business Day Convention for London and New York as specified on the listing of any individual IDEX USD Forward Start Defined Roll Interest Rate Swap Futures by the Participating Trading Facility.

Maturity Date: Will be the third Wednesday of the month of the Effective Date a whole number of years after the Effective Date, adjusted by the Modified Following Business Day Convention for London and New York.

**Reset Date:** Will be 2 London Business Days preceding the start of the floating rate interest accrual period.

**Periodie Payments:** Periodic payments on the IDEX USD Forward Start Defined Roll Interest Rate Swap Futures will be made on a semi-annual basis for the fixed rate payments, and on a quarterly basis for the floating rate payments. Each Interest Payment Date in the IDEX USD Forward Start Defined Roll Interest Rate Swap Futures will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Start Date of the first fixed rate interest accrual period will be the Effective Date for the series, subsequent interest accrual period Start Dates will be the third Wednesday of the month which is six months after the previous interest accrual period Start Date.

The End Date of the first fixed rate interest accrual period will be the third Wednesday of the month which is six months after the Effective Date, subsequent interest accrual period End Dates will be the third Wednesday of the month which is six months after the previous interest accrual period End Date up until the Maturity Date of the series.

All dates will be adjusted by the Modified Following Business Day convention for New York and London.

The Interest Payment Date of any interest accrual period is the End Date of the same interest accrual period.

The Start Date of the first floating rate interest accrual period will be the Effective Date for the series, subsequent interest accrual period Start Dates will be the third Wednesday of the month which is three months after the previous interest accrual period Start Date.

The End Date of the first floating rate interest accrual period will be the third Wednesday

of the month which is three months after the Effective Date, subsequent interest accrual period End Dates will be the third Wednesday of the month which is three months after the previous interest accrual period End Date up until the Maturity Date of the series.

All dates will be adjusted by the Modified Following Business Day convention for New York and London.

**Floating Rate Payment:** The floating rate payment for a given interest accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the Actual/360 Interest accrual Year Fraction.

**Fixed Rate Payment:** The fixed rate payment for a given interest accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the 30/360 Interest accrual Year Fraction.

Minimum Price Increments: The price of the IDEX USD Forward Start Defined Roll Interest Rate Swap Futures contract is the traded yield of the fixed rate portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the IDEX USD Forward Start Defined Roll Interest Rate Swap Futures contracts. The minimum price interval is .001 for contracts traded on the IDEX XT trading system and .00001 for contracts established by means of EFS through the SwapDrop Portal.

**Daily Settlement Price:** The Net Present Value of each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market.

Last Trading Day: The Last Trading Day for any individual IDEX USD Forward Start Defined Roll Interest Rate Swap Futures contract is the business day preceding that contract's Maturity Date. For purposes of this rule, a business day is any day on which the Participating Trading Facility is open for the trading of IDEX USD Forward Start Swap Futures contracts.

**Position Accountability:** A person owning or controlling more than 3,000 contracts net long or net short in all contract series combined shall provide, in a timely fashion, upon request by the Participating Trading Facility, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

Large Trader Reporting: Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulations, the position level that is required to be reported to the Participating Trading Facility and Commission is any open position in a particular IDEX USD Forward Start Defined Roll Interest Rate Swap Futures contract series at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market.

**Contract** Modifications: Specifications are fixed as of the first day of trading of a contract. If any U.S. government agency or body with authority issues an order, ruling, directive or law that conflicts with the requirements of these rules, such order, ruling, directive or law shall be construed to take precedence and become part of these rules, and all open and new contracts shall be subject to such government orders.

No-Break Range: Pursuant to Rule F26, The "No Break Range" for any contract shall be any price within a range bounded by the "fair market value" of such contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such contract. For these purposes fair market value shall be determined by the Participating Trading Facility based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

**Final Settlement Date:** The Final Settlement Date shall be the Final Payment Date of each individual IDEX USD Forward Start Defined Roll Interest Rate Swap Future. Clearing Members holding open positions in a IDEX USD Forward Start Defined Roll Interest Rate Swap Future at the termination of trading in that contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the fixed and floating rate interest payment of the last interest accrual period.

#### Glossary:

30/360 Interest accrual Year Fraction means the number of days in the interest accrual period in respect of which payment is being made (assuming 30 day months) divided by 360, calculated on a formula basis as follows:

 $\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$ 

Where:

Y1 is the year, expressed as a number, in which the start date of the interest accrual period falls.

Y2 is the year, expressed as a number, in which the end date of the interest accrual period falls.

M1 is the calendar month, expressed as a number, in which the start date of the interest accrual period falls.

M2 is the calendar month, expressed as a number, in which the end date of the interest accrual period falls.

D1 is the first calendar day expressed as a number, of the interest accrual period, unless

such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest accrual period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

Actual/360 Interest accrual Year Fraction means the actual number of days in the interest accrual period in respect of which payment is being made divided by 360.

Business Day means a day in which the banking system is open to settle payments in the locations listed.

Effective Date means the date on which interest begins to accrue in the first interest accrual period.

End Date means the date on which an interest accrual period ends.

Interest Payment Date means a day on which interest is paid.

Maturity Date means the day the final net coupon is paid. The accumulated unrealized Profit and Loss (P/L) that is attributable to the accruing coupon moves from unrealized Open Trade Equity (OTE) to realized Profit and Loss (Cash).

Modified Following Business Day Convention means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed.

Reset Date means the day on which the value of 3 Month Libor is observed so that it can be applied to the next floating interest accrual period.

Start Date means the date on which an interest accrual period begins.

Week Day means any calendar day which is not a Saturday or Sunday.