EXHIBIT A

DRAFT 3/20/17

ICE Clear ~~U.S.~~® US, Inc.

By-Laws

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BY-LAWS ~~OF~~of ICE Clear ~~U.S.~~®US, Inc. ~~(A New York Corporation)~~

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Definitions; Offices; Time References

Section 1.1. Definitions

Unless the context otherwise clearly requires, the following terms as used in the By-Laws and Rules shall have the following meanings:

Affiliated Person

With respect to any Entity, any Person who Controls, is Controlled by or is under common Control with such Entity, and, without limiting the generality of the foregoing, any partner, trustee, officer, director or employee (whether or not having Control) of such Entity; with respect to any individual, any Person of which such individual is a partner, member, trustee, officer, director or employee or has Control, and any Person who Controls, is Controlled by or is under common Control with such Person.

~~**Assessment Amount**~~

~~The meaning set forth in Section 5.5(b).~~

BCL

The Business Corporation Law of the State of New York, as in effect from time to time.

Board

Board of Directors of the Corporation.

Business Day

A day on which the Corporation is open to accept Contracts for clearance.

By-Laws

The By-Laws of the Corporation, as in effect from time to time.

~~**Capital**~~

~~Net Capital computed in accordance with Commission Regulation 1.17, except that unsecured receivables from any bank organized under the laws of the United States or of any state shall be included as current assets, so long as such receivables are outstanding no longer than 30 days from the date they are accrued. For purposes of Sections 5.4 and 5.5 of these By-Laws, the Capital of any Clearing Member shall be computed as of the date of either (a) the most recent financial reports provided by such Clearing Member to the Corporation in accordance with these By-Laws and the Rules, or (b) such Clearing Member's latest audited financial statements, whichever is as of the more recent date.~~

~~**Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [delete (a) from citation to Section 5.4].**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005.**~~

~~**Amended by the Board March 17, 2010; effective March 30, 2010.**~~

Certificate of Incorporation

The Certificate of Incorporation of the Corporation, as in effect from time to time.

Chairman

The Chairman of the Board.

Clearing Member

A Person who or which pursuant to ~~these By-Laws~~the Rules has the privilege to clear with the Corporation Contracts effected on or subject to the rules of an Exchange.

Commission

Commodity Futures Trading Commission and any successor agency.

Commission Regulation

Any rule or regulation adopted by the Commission, and any interpretation thereof or order thereunder issued by the Commission or the staff thereof.

Contract

A futures contract, option or other contract or instrument for which the Corporation acts as a clearing organization.

Control

The power to direct or cause the direction of the management or policies of a Person. whether through ownership of securities, by contract or otherwise.

Corporation

ICE Clear US, Inc., a corporation existing under the BCL, its successor and any permitted assign.

~~**Amended by the Board April 11, 2005; effective April 22, 2005.**~~

~~**Cross Margining Clearing Organization**~~

~~A clearing organization that has entered into a cross-margining agreement with the Corporation.~~

~~**Cross Margining Program**~~

~~Any program established under a cross margining agreement between the Corporation and one or more Cross Margining Clearing Organizations pursuant to which Clearing Members receive Cross Margining treatment.~~

~~**Defaulted Obligation**~~

~~The meaning set forth in Section 5.5(a).~~

~~**Defaulting Clearing Member**~~

~~The meaning set forth in Section 5.5.~~

~~**Deliverer**~~

~~The Clearing Member, whether acting for itself or for any other Person, that is the seller under any futures contract.~~

~~**Adopted by the Board April 11, 2005; effective April 22, 2005.**~~

~~**Effective Date**~~

~~The date upon which these By-Laws become effective.~~

~~**Emergency**~~

~~The meaning set forth in Section 7.5(a).~~

Entity

Any Person other than an individual.

Exchange

ICE Futures U.S. and any other board of trade, exchange or market for which the Corporation acts as a clearing organization, and their respective successors or assigns, by merger or otherwise.

~~**Amended by the Board April 11, 2005; effective April 22, 2005.**~~

~~**Amended by the Board February 3, 2009; effective February 12, 2009.**~~

~~**Guaranty Fund**~~

~~The guaranty fund established as provided in Section 5.4.~~

~~**Guaranty Fund Deposit Requirement**~~

~~The meaning set forth in Section 5.4.~~

ICE Futures U.S. ®

ICE Futures U.S., Inc. a corporation organized and existing under the Delaware General Corporation Law, its successors and any permitted assigns.

~~**Adopted by the Board February 3, 2009; effective February 12, 2009.**~~

Listing Exchange

With respect to any Contract, the Exchange on or subject to the rules of which such Contract is traded.

~~**Merger**~~

~~The merger of Board of Trade of the City of New York, Inc., a New York not for profit corporation into ICE Futures U.S.~~

~~**Adopted by the Board December 11, 2006; effective January 12, 2007.**~~

~~**Amended by the Board February 3, 2009; effective February 12, 2009.**~~

~~**Monetary Default**~~

~~The meaning set forth in Section 5.5.~~

Person

An individual, sole proprietorship, partnership, limited liability company, association, firm, trust, corporation or other entity, as the context may require.

~~**Physical Emergency**~~

~~The meaning set forth in Section 7.5(b).~~

President

The president of the Corporation.

Public Director

Any person who qualifies as a "public" director under any rule or interpretation of such term issued by the Commission from time to time.

~~**Adopted by the Shareholder April 16, 2009; effective April 20, 2009.**~~

~~**Receiver**~~

~~The Clearing Member, whether acting for itself or for any other Person, that is the buyer under any futures contract.~~

~~**Adopted by the Board April 11, 2005; effective April 22, 2005.**~~

Rules

The Rules of the Corporation adopted by the Board as authorized by these By-Laws, the interpretations, resolutions, orders and directives of the Board thereunder and the policies and procedures adopted by the Corporation as in effect from time to time.~~\~~

Self-Regulatory Organization

The Corporation and any self-regulatory organization as that term is defined in Commission Regulation 1.3(ee).

Shareholder

A holder of record of one or more shares in the Corporation.

Vice Chairman

Any Vice Chairman of the Board.

Vice President

Any Vice President of the Corporation.

~~**Amended by the Board April and May 1999; effective January 2000.**~~

~~**Withdrawal Deposit**~~

~~The meaning set forth in Section 7.7.~~

~~**Adopted by the Board April 11, 2005; effective April 22, 2005.**~~

~~**Withdrawing Clearing Member**~~

~~A Clearing Member that has notified the Corporation pursuant to the Rules of its intention to terminate its status as a Clearing Member or who has been notified by the Corporation pursuant to these By-Laws or the~~ Rules of termination of its status as a Clearing Member.~~

~~**Amended by the Board October 24, 2013 and November 26, 2013; effective December 31, 2013.**~~

Section 1.2. Principal and Other Offices

The principal office of the Corporation shall be located in the City, County and State of New York. The Corporation may have offices at such other places within or without the State of New York or within or without the United States as the Board from time to time may designate or the business of the Corporation may require.

Section 1.3. Date and Time References

All references to dates, times or time periods in the By-Laws and Rules shall refer to, or be measured in accordance with, New York City time.

~~ARTICLE~~Article II
Shareholders

Section 2.1. Share Certificates

Shares in the Corporation shall be represented by share certificates in such form as the Board may approve.

Section 2.2. Place of Meetings

Special and annual meetings of any class of Shareholders shall be held at the principal office of the Corporation or at such other place within or without the State of New York as may be fixed by the Board and set forth in the notice of the meeting.

Section 2.3. Annual Meetings

The annual meeting of each class of Shareholders shall be held for the transaction of such business as may properly come before it at 3:30 p.m. on the third Thursday of June in each year if not a legal holiday and, if a legal holiday, on the next following Business Day not a legal holiday.

Section 2.4. Special Meetings

Special meetings of Shareholders may be called at any time by the Chairman, the President, or a majority of the members of the Board present at a meeting thereof (provided a quorum is present). Special meetings shall be called by the Secretary on receipt of a written demand therefor, setting forth the matter or matters to be considered at such meeting, duly executed by the holders of not less than 10% of the votes of shares entitled to vote at the meeting being called.

Section 2.5. Notices

Whenever under the provisions of this chapter Shareholders are required or permitted to take any action at a meeting, written notice shall be given stating the place, date and hour of the meeting and, unless it is the annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. If, at any meeting, action is proposed to be taken which would, if taken, entitle Shareholders fulfilling the requirements of section 623 of the BCL to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of section 623 of the BCL or an outline of its material terms. A copy of the notice of any meeting shall be given, personally or by first class mail, not fewer than ten nor more than sixty days before the date of the meeting, ~~provided, however, that a copy of such notice may be given by third class mail not fewer than twenty-four nor more than sixty days before the date of the meeting, to~~to each Shareholder entitled to vote at such meeting (provided that each Shareholder may as to itself, to the extent permitted by law, waive notice of any meeting or agree to a shorter notice period). If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Shareholder at ~~his~~its address as it appears on the record of Shareholders, or, if ~~he~~it shall have filed with the secretary of the Corporation a written request that notices to ~~him~~it be mailed to some other address, then directed to ~~him~~it at such other address. An affidavit of the secretary or other person giving the notice or of a transfer agent of the Corporation that the notice required by this section has been given shall, in the absence of fraud, be prima facie evidence of the facts therein stated.

Section 2.6. Quorum

(a) Except as may be otherwise provided in the Certificate of Incorporation or in these By-Laws or by law, the holders of one-third of the votes of shares entitled to vote thereat shall constitute a quorum at any meeting of Shareholders for the transaction of business.

(b) Shareholders present in person or by proxy at any meeting may adjourn the meeting despite the absence of a quorum. When a meeting is adjourned to another time or place, it shall not be necessary to give a notice of the adjourned meeting to any of the Shareholders who were present at the meeting in person or by proxy if the time and place to which the meeting is adjourned is announced at the meeting, but in any event notice shall be given to any Shareholder who was not so present not less than one Business Day prior to the date of the adjourned meeting. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting.

Section 2.7. Voting

At every meeting of Shareholders, each Shareholder entitled to vote may vote in person or by proxy. Except as provided in the Certificate of Incorporation and these By-Laws, or as required by law, all corporate action to be taken by vote of the Shareholders or of any class of Shareholders shall be authorized by a majority of the votes cast at a meeting of Shareholders by the Shareholders entitled to vote thereon.

Section 2.8. Proxies

Every Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent without a meeting may authorize any person or persons to act for the Shareholder by proxy. Every proxy must be signed by the Shareholder or the Shareholder's attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Shareholder executing the proxy except as otherwise provided by law.

Section 2.9. Written Consents

Whenever Shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

~~ARTICLE~~Article III
Directors

Section 3.1. Duties and Powers

The Board shall have control and management of the affairs and business of the Corporation and shall have all the powers and duties set forth in the BCL. Without limiting the generality of the foregoing, the Board shall have the power to:

(a) adopt, amend and repeal such Rules, not contrary to the provisions of the Certificate of Incorporation, these By-Laws or applicable law, with respect to the conduct of the business of the Corporation as will, in its judgment, best promote and safeguard the interests of the Corporation; and

(b) render interpretations of the By-Laws and the Rules, which shall be binding on all persons having dealings with the Corporation directly or through Clearing Members.

The fact that certain powers of the Board are specified in these By-Laws does not in any way limit the powers of the Board, whether or not specified in these By-Laws, except as may otherwise be expressly provided in the Certificate of Incorporation, the By-Laws or applicable law.

Section 3.2. Number of Directors

The number of directors shall be no fewer than five (5), and not more than seven (7).

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009.**~~

~~**Amended by the Board November 26, 2013; effective December 31, 2013.**~~

Section 3.3. Qualifications of Directors

(a) At the time of election to the Board, each director must be at least eighteen (18) years of age and must not be ineligible to serve pursuant to paragraph (c) of this Section 3.3.

(b) For purposes of paragraph (c) of this Section 3.3, each of the terms "Disciplinary Committee", "Disciplinary Offense", "Final Decision" and "Settlement Agreement" shall have the meanings ascribed thereto in Commission Regulation 1.63.

(c) No individual shall be eligible to serve on the Board or a Disciplinary Committee of the Corporation if such individual:

(i) was found within the prior three years by a Final Decision in any action or proceeding brought by the Commission, any other governmental agency or any Self-Regulatory Organization to have committed a Disciplinary Offense;

(ii) entered into a Settlement Agreement within the prior three years in which any of the findings or, in the absence of such findings, any of the acts charged (and not withdrawn) included a Disciplinary Offense;

(iii) currently is suspended from trading on any contract market, is suspended or expelled from membership in any Self-Regulatory Organization, is serving any sentence or probation or owes any portion of a fine imposed pursuant to either:

(A) a finding by a Final Decision in any action or proceeding brought by the Commission, any other governmental agency or any Self-Regulatory Organization that such person committed a Disciplinary Offense; or

(B) a Settlement Agreement in which any of the findings or, in the absence of such findings, any of the acts charged (and not withdrawn) included a Disciplinary Offense;

(iv) currently is subject to an agreement with the Commission or any Self-Regulatory Organization not to apply for registration with the Commission or membership in any Self-Regulatory Organization;

(v) currently is subject to, or has had imposed on such person, within the prior three years, a Commission registration revocation or suspension in any capacity for any reason, or has been convicted within the prior three years of any of the felonies listed in Section 8a(2)(D)(ii) through (iv) of the Commodity Exchange Act; or

(vi) currently is subject to a denial, suspension or disqualification from serving on the disciplinary committee, arbitration panel or governing board of any "self-regulatory organization" as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934.

(d) Any individual who is a member of the Board or a Disciplinary Committee shall immediately notify the President of any Final Decision which subjects such person to disqualification pursuant to Section 3.3(c).

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].**~~

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶¶(a) and (b)].**~~

Section 3.4. Election, Appointment and Term of Office; Chairman

(a) The Board shall consist of the ~~president~~President of the Corporation, the president of ICE Futures~~,~~ U.S., who shall both serve *ex officio* (the "Ex-Officio Directors"), at least

two (2) directors who qualify as Public Directors and such number of other persons, (each identified as a "director-at-large"), so as to constitute a Board of no fewer than five (5), and not more than seven (7) directors.

(b) At each annual meeting of Shareholders, the Shareholders shall elect the directors other than the Ex-Officio Directors. The directors so elected shall hold office for a term of one year and until their respective successors have been elected and have taken office.

(c) The Board shall elect one of its number as Chairman. The Chairman shall preside at all meetings of Shareholders and of the Board and shall have such powers and shall perform such other duties as are set forth in these By-Laws or as may be specified by the Board. The Chairman also shall be a member *ex officio* of all committees of directors. The Board may remove the Chairman at any time and elect a new Chairman.

(d) The Board may elect one or more of its number as Vice Chairman. The Vice Chairman, in the absence or disability of the Chairman, shall have the powers and shall perform the duties of the Chairman. If there is more than one Vice Chairman, the Board shall specify the order in which they shall so act. The Vice Chairman also shall have such powers and shall perform such duties as are set forth in these By-Laws or as may be specified by the Board. The Board may remove any Vice Chairman at any time.

~~**Amended by the NYCC Board July 10, 2000; effective July 28, 2000.**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (b)].**~~

~~**Amended by the Board April 11, 2007; effective May 4, 2007 [¶ (b)].**~~

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶¶ (a) and (b)].**~~

~~**Amended by the Board November 26, 2013; effective December 31, 2013 [¶ (a)].**~~

Section 3.5. Meetings

(a) The annual meeting of the Board shall be held on such day and at such time as the Board may fix, for the purpose of appointing officers and transacting such other business as may properly come before the meeting.

(b) Regular meetings of the Board may be held at such time and place as may be fixed by the Board.

(c) Special meetings of the Board may be called at any time by the Chairman or the President and shall be called by the President whenever requested to do so by any two directors. Special meetings shall be held at such time and place within New York City as may be specified by the Chairman.

(d) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of directors to another time and place.

~~**Amended by the Shareholder April 11, 2005; effective April 18, 2005 [¶ (a)].**~~

Section 3.6. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business or of any specified item of business, except that three members of the Board shall constitute a quorum for the taking of emergency action pursuant to ~~ARTICLE VII of these By-Laws~~Rule 708.

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009.**~~

Section 3.7. Action by the Board

Except as otherwise provided by law or these By-Laws, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board.

Section 3.8. Notices

All meetings of the Board shall be held on notice to the directors. Special meetings of the Board shall be held upon not less than one hour's notice stating the purpose, place, date and hour of the meeting and specifying the person or persons at whose direction the meeting is called. At any special meeting of the Board, only the matters stated in the notice of the meeting may be acted upon at such meeting, unless an action on any other matter is consented to by all of the members of the Board. A notice pursuant to this Section 3.8 may be given orally or in writing, by personal delivery, by telephone~~, by telefacsimile~~ or by electronic mail or other electronic transmission.

Section 3.9. Vacancies

In case of any vacancy created by death, resignation, removal or disqualification of any director, other than an Ex-Officio Director, such vacancy may be filled by election of a successor by the Shareholders. In case of any vacancy created by death, resignation, removal or disqualification of an Ex-Officio Director, such vacancy shall be filled by the appointment of a successor to the applicable office by the Corporation or ICE Futures U.S., as the case may be.

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009.**~~

Section 3.10. Removal

(a) Any director may be removed with or without cause at any time by the Shareholders.

(b) A director who becomes ineligible to serve on the Board pursuant to Section 3.3(c) shall be automatically removed upon the occurrence of such ineligibility without any act of the Shareholders or the Board.

Section 3.11. Resignation

Any director may resign at any time. A resignation shall be written and shall take effect at the time specified therein. If no time is so specified, a resignation shall take effect at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of a director.

Section 3.12. Committees

(a) The Board may designate from among its members an executive committee and any other board committees, each consisting of ~~three~~one or more directors. To the extent permitted by law and as provided in the resolution adopted by the Board, each such committee may have all the authority of the Board, subject to the direction of the Board.

(b) Each committee member shall serve at the direction and at the pleasure of the Board.

(c) The Board shall designate a Risk Committee consisting of three or more members who need not be directors, which shall have such authority, responsibility, functions and duties as provided in the Rules and any enabling resolution adopted by the Board. In addition, the Board may appoint one or more other advisory committees from time to time, the members of which need not be directors, to advise the Board or the Corporation on such matters as the Board may specify. Neither the Risk Committee nor any such advisory committee will be entitled to exercise any of the authority of the Board.

~~**Amended by the Board December 8, 1998; effective January 29, 1999 [¶ (c)].**~~

~~**Amended by the Board effective August 16, 2001 [¶ (c)].**~~

~~**Amended by the Board June 6, 2005; effective June 20, 2005 [¶ (c)].**~~

~~**Amended by the Board September 12, 2005; effective September 26, 2005 [¶ (c)].**~~

~~**Amended by the Board February 3, 2009; effective February 12, 2009 [¶ (c)].**~~

~~**Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶ (c)].**~~

Section 3.13. Written Consent in Lieu of Meeting

Any action required or permitted to be taken by the Board or any committee may be taken without a meeting if all the members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be given by ~~telefacsimile~~electronic mail or other electronic transmission showing the signature of the person or persons giving consent.

Section 3.14. Conference Calls

Any one or more members of the Board or a committee may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

~~ARTICLE~~Article IV
Officers

Section 4.1. Titles

The officers of the Corporation shall be a ~~Chairman, one or more Vice Chairmen, a~~ President, and may include one or more Vice-Presidents, a Secretary and a Treasurer. Each officer shall be appointed by the Board. The Board also may appoint such other officers as it may from time to time deem appropriate, who shall have such authority and perform such duties as may be prescribed by the Board.

Section 4.2. Qualifications

The ~~Chairman and each Vice Chairman~~President must be a director of the Corporation. Each officer ~~other than the Chairman and any Vice Chairman~~(including the President) must be a full time employee of the Corporation or any Affiliated Person of the Corporation. Any two or more offices may be held by the same person.

~~**Amended by the Board November 26, 2013; effective December 31, 2013.**~~

Section 4.3. Reserved

Section 4.4. Appointment and Term of Office

Except as otherwise provided by law or by these By-Laws, each officer shall be appointed by the Board to hold office until the ~~first~~ meeting of the Board ~~following the next annual meeting of Shareholders~~in December of each year and until the successor of such officer is appointed and qualified.

Section 4.5. ~~Chairman~~Reserved

~~The Chairman shall preside at all meetings of Shareholders and of the Board and shall have such powers and shall perform such other duties as are set forth in these By-Laws or as may be specified by the Board. The Chairman also shall be a member *ex officio* of all committees of directors.~~

Section 4.6. ~~Vice Chairman~~Reserved

~~The Vice Chairman, in the absence or disability of the Chairman, shall have the powers and shall perform the duties of the Chairman. If there is more than one Vice Chairman, the Board shall specify the order in which they shall so act. The Vice Chairman also shall have such powers and shall perform such duties as are set forth in these By-Laws or as may be specified by the Board.~~

Section 4.7. President

The President shall supervise the business and affairs of the Corporation, subject to the direction of the Board. The President shall perform all duties customarily incident to the office of president and such additional duties as are specified by the Board.

Section 4.8. Vice President

Except as may otherwise be prescribed by the Board, the Vice President (if appointed), in the absence or disability of the President, shall have the power and shall

perform the duties of the President. If there is more than one Vice President, the Board shall specify the order in which they shall so act. Each Vice President also shall have such powers and shall perform such duties as may be delegated to such Vice President by the President or prescribed by the Board.

Section 4.9. Secretary

The Secretary, if appointed, shall keep the minutes of all meetings of the Board, Clearing Members and Shareholders. The Secretary shall give or cause to be given notice of all meetings of the Board and the Clearing Members and Shareholders and all other notices required by law or the By-Laws. In the event of the absence of the Secretary or the refusal by the Secretary to do so, any such notice may be given by any person so directed by the President or by the directors or by the Shareholder or Shareholders upon whose request the meeting is called. The Secretary shall have charge of the corporate books and records. The Secretary shall have custody of the seal of the Corporation and shall affix the seal to all instruments requiring such seal when authorized by the Board or President and shall attest the same. In general, the Secretary shall perform all duties customarily incident to the office of secretary.

~~**Amended by the Board April 11, 2005; effective April 22, 2005.**~~

Section 4.10. Treasurer

The Treasurer, if appointed, shall have custody of all funds and securities of the Corporation. The Treasurer shall enter or cause to be entered in the books of the Corporation to be kept for the purpose, full and accurate accounts of all monies received and paid out on account of the Corporation and, when required by the Chairman or the President, shall render a statement of the accounts. The Treasurer shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the Corporation. The Treasurer at all reasonable times shall exhibit the books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours. In general, the Treasurer shall perform all duties customarily incident to the office of treasurer.

Section 4.11. Resignation

Any officer may resign at any time. A resignation shall be written and shall take effect at the time specified therein. If no time is so specified, a resignation shall take effect at the time of its receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of an officer.

Section 4.12. Removal

Any officer appointed by the Board may be removed as an officer (but not as a director, if also serving as a director) by the Board at any time with or without cause.

Section 4.13. Vacancies

If the office of any officer becomes vacant, the Board may appoint any qualified person to fill such vacancy. Any person so appointed shall hold office for the unexpired term of the predecessor of such person and until the successor of such person is elected or appointed and qualified.

~~ARTICLE~~Article V
Reserved ~~Clearing Members~~

~~**Section 5.1. Status of Clearing Members**~~

~~(a) Only Clearing Members shall be entitled to clear Contracts with the Corporation, except that, if the Board so determines, the Corporation may clear contracts, options or other instruments for members of any other clearing organization in connection with the linkage of an Exchange with another board of trade, exchange or market which is not an Exchange. Each Clearing Member shall have the privilege of clearing with the Corporation all Contracts traded on or subject to the rules of each Exchange of which it is a member or member firm, whether for customer or proprietary account, as specified in paragraph (b) of this Section 5.1.~~

~~(b) Each Clearing Member shall have the privileges, rights and obligations provided for in and pursuant to these By-Laws and the Rules. Such privileges, rights and obligations may be terminated or altered in any respect at any time as provided in these By-Laws or the Rules.~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (b)].**~~

~~**Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (b)].**~~

~~**Section 5.2. Eligibility Requirements**~~

~~To become and remain a Clearing Member and to have the privilege of clearing Contracts effected on or subject to the rules of one or more Exchanges, a Person must:~~

~~(a) Be an Entity that is a member firm of such Exchange or Exchanges and satisfy the clearing member requirements set forth in these By-laws and the Rules of the Corporation;~~

~~(b) Have one person, satisfactory to the Corporation, who is (i) a director, general partner, trustee or officer (or person occupying a similar status or performing similar functions), (ii) responsible for the clearing operations of such Person and (iii) authorized to act on behalf of such Person in all transactions with or involving the Corporation, and have a second person who meets the requirements of this subsection 5.2(b)(i) and who is authorized to act on behalf of such Person in all transactions with or involving the Corporation in the event of death, incompetence or other inability of the first person to so act;~~

~~(c) Have Capital of at least $5,000,000;~~

~~(d) Have, in the judgment of the Board, such qualities of financial responsibility, operational capacity, experience, business integrity, reputation and competence as the Board, in its discretion, may consider necessary or appropriate to be a Clearing Member; and~~

~~(e) If an Entity which is subject to Control by any other Person or Persons, have on file with the Corporation a Guaranty in such form as the Corporation may prescribe from such other Person or from one or more of such other Persons (as the Corporation may specify) guaranteeing payment of all amounts owing by such Entity under or in connection with any proprietary account carried by the Corporation for such entity; provided, however, that the Board may, for good cause shown, waive or modify the requirements of this paragraph (e) with respect to any such Entity. Notwithstanding the foregoing, the Board shall not waive the Guaranty requirement for any Entity that has chosen one (1) or more of its Affiliates as the Approved Financial Institution to maintain its original margin accounts or for any other purpose pursuant to the Rules of the Corporation.~~

(f) Notwithstanding the provisions of paragraphs (a) through (e) of this Rule, only those Clearing Members that have demonstrated the operational capacity to measure and manage the risks associated with over-the-counter instruments shall be approved by the Corporation to clear and carry positions in such instruments.

Amended by the Board February 7, 2000; effective March 14, 2000 [Par. (a) to extend time to 2001].

Amended by the NYCC Board; effective November 10, 2000.

Amended by the NYCC Board November 6, 2000; effective December 19, 2000.

Amended by the NYCC Board February 12, 2001; effective immediately.

Amended by the NYCC Board June 7, 2004; effective June 25, 2004 [¶¶(a) and (b)].

Amended by the NYCC Board July 12, 2004; effective August 18, 2004 [¶¶(a) and (b)].

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a), (d) and (e)].

Amended by the Board February 6, 2006; effective March 13, 2006 [¶ (e)].

Amended by the Board December 11, 2006; effective January 12, 2007 [¶ (a)].

Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (c)].

Amended by the Board September 11, 2007; effective February 13, 2009 [¶ (f)].

Amended by the Board June 21, 2011; effective June 28, 2011 [¶ (a)].

Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (e)].

Section 5.3. Procedure for Becoming a Clearing Member

(a) Any Person desiring to become a Clearing Member must file an application with the Corporation in such form as the Corporation may prescribe, shall furnish such documents and information as the Corporation may request and shall pay such application fee as the Board may prescribe. The filing of any such application, documents and information, and the action by the Corporation with respect thereto, shall be as provided in the Rules.

(b) The Board shall have final authority to grant or deny an application to become a Clearing Member and shall deny the application of any Person which does not meet the eligibility requirements set forth in Section 5.2; provided, however, that if the Board proposes to deny any such application, it shall so notify the applicant in writing, setting forth the grounds upon which the Board proposes to deny such application, and the applicant, upon written request made within ten days after the date of receipt of such notification, shall be entitled to a hearing before the Board. Any such hearing shall be conducted pursuant to rules and procedures adopted by the Board which, in the judgment of the Board, are sufficient to give such applicant an opportunity fully and fairly to present to the Board the applicant's reasons why the application should be granted.

(c) If the Board grants an application to become a Clearing Member, the Corporation shall promptly give the applicant written notice thereof, specifying each Exchange whose Contracts the applicant is entitled to clear. Such applicant shall become a Clearing Member at such time as the Applicant has (i) deposited such amount in the Guaranty Fund as may be required pursuant to Section 5.4 of these By-Laws, and (ii) filed with the Corporation such agreements, undertakings and documents as the Corporation may require; provided, however, that if such applicant has not complied with the foregoing provisions within 30 days after the applicant was given written notice of approval of its application, the application shall be deemed to have been withdrawn.

(d) If, in accordance with paragraph (b) of this Section 5.3, the Board denies an application to become a Clearing Member, the Corporation shall give the applicant written notice of the Board's decision, setting forth the grounds therefor, and such decision shall be the final action of the Corporation.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].

Section 5.4. Guaranty Fund

The Corporation shall establish and maintain a Guaranty Fund.

(a) For the purposes of this Section 5.4, the following terms shall have the following meanings:

(i) "Base Guaranty Fund Amount" shall mean the base amount as established by the Board from time to time for the calculation of the Guaranty Fund Deposit Requirements of the Clearing Members.

(ii) "Net Margin" shall mean, as of any day, the quotient derived by dividing by three (3) the sum of a Clearing Member's net margin requirement as determined by the Corporation for the final trading day of each of the prior three calendar months (or for such other day in such months as the Board shall direct).

(iii) "Volume" shall mean, as of any day, the quotient derived by dividing by three (3) the total volume of futures contracts, options and other contracts or instruments involving all commodities on or subject to the rules of any Exchange which were cleared by the Corporation for the Clearing Member for the three calendar months prior to such day.

(iv) "Base Margin Amount" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement which is based upon Net Margin as determined pursuant to subsection (b)(i) of this Section 5.4.

(v) "Margin Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement that is based upon the ratio of the Clearing Member's Net Margin to Capital as determined pursuant to subsection (b)(ii) of this Section 5.4.

(vi) "Base Volume Amount" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement which is based upon Volume as determined pursuant to subsection (b)(iii) of this Section 5.4.

(vii) "Volume Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement that is based upon the ratio of the Clearing Member's Volume to Capital as determined pursuant to subsection (b)(iv) of this Section 5.4.

(b) Each Clearing Member shall deposit and maintain in the Guaranty Fund an amount calculated as follows:

(i) Base Margin Amount. The Clearing Member's Net Margin shall be divided by the total Net Margin of all Clearing Members. The resulting quotient shall be multiplied by 80% of the Base Guaranty Fund Amount. The Clearing Member's Base Margin Amount shall be equal to the lesser of the resulting product and twenty-four million dollars ($24,000,000).

(ii) Margin Surcharge. The Clearing Member's Net Margin shall be divided by its Capital. If the resulting quotient is less than 0.5, then the Clearing Member's Margin

~~Surcharge shall be zero (0). If the resulting quotient is equal to or greater than 0.5, then the Clearing Member's Margin Surcharge shall be calculated as follows:~~

~~(A) If the quotient is equal to or greater than 0.5, but less than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 10% of the Clearing Member's Base Margin Amount.~~

~~(B) If the quotient is equal to or greater than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 20% of the Clearing Member's Base Margin Amount.~~

~~(iii) Base Volume Amount. The Clearing Member's Volume shall be divided by the total Volume of all Clearing Members. The resulting quotient shall be multiplied by 20% of the Base Guaranty Fund Amount. The Clearing Member's Base Volume Amount shall be equal to the lesser of the resulting product and seven million five hundred thousand dollars ($7,500,000).~~

~~(iv) Volume Surcharge. The Clearing Member's Volume shall be multiplied by one thousand (1,000). The resulting product shall be divided by the Clearing Member's Capital. If the resulting quotient is less than five (5), then the Clearing Member's Volume Surcharge shall be zero (0). If the resulting quotient is equal to or greater than five (5), then the Clearing Member's Volume Surcharge shall be calculated as follows:~~

~~(A) If the quotient is equal to or greater than five (5), but less than twenty (20), then the Clearing Member's Volume Surcharge shall be equal to 50% of the Clearing Member's Base Volume Amount.~~

~~(B) If the quotient is equal to or greater than twenty (20), but less than forty (40), then the Clearing Member's Volume Surcharge shall be equal to 75% of the Clearing Member's Base Volume Amount.~~

~~(C) If the quotient is equal to or greater than forty (40), but less than sixty (60), then the Clearing Member's Volume Surcharge shall be equal to 100% of the Clearing Member's Base Volume Amount.~~

~~(D) If the quotient is equal to or greater than sixty (60), but less than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 150% of the Clearing Member's Base Volume Amount.~~

~~(E) If the quotient is equal to or greater than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 200% of the Clearing Member's Base Volume Amount.~~

~~(v) For each Clearing Member, the amount to be deposited and maintained in the Guaranty Fund shall be the sum of the Clearing Member's Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge computed pursuant to subsections (b)(i), (ii), (iii) and (iv) of this Section 5.4, (the "Guaranty Fund Deposit Requirement") provided that:~~

~~(A) the amount that any Clearing Member shall be required to deposit in the Guaranty Fund which is attributable to the aggregate of the Clearing Member's Base Margin Amount and Base Volume Amount (but excluding the Clearing Member's~~

Margin Surcharge and Volume Surcharge) shall not exceed such amount as the Board may fix from time to time;

(B) each Clearing Member shall be required to deposit and maintain in the Guaranty Fund at least than two million dollars ($2,000,000), or such other amount as the Board may fix from time to time;

(C) **Reserved**.

(D) each new Clearing Member shall be required to deposit such amount as determined by the Board provided, however, that in no event shall the amount of the deposit be less than the amount set forth in or determined by the Board pursuant to subsection (b)(v)(B) of this Section 5.4. Each new Clearing Member must be a Clearing Member for one calendar month before its Guaranty Fund requirement is calculated as described in subsections (b)(i), (ii), (iii) and (iv) of this Section 5.4. In making such calculations for the period before the new Clearing Member has been a Clearing Member for three calendar months, the new Clearing Member's Net Margin and Volume will be determined based on the actual number of calendar months (one (1) or two (2)) that the new Clearing Member has been a Clearing Member at the time of the calculation.

Subject to Sections 5.8 and 5.9, the Board shall have the authority to cause the Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge of all Clearing Members to be recalculated at any time, and to require the Clearing Members to immediately deposit in the Guaranty Fund any amounts required to meet the recalculated Guaranty Fund Deposit Requirements, taking into account the minimum deposit requirements set forth in subsections (b)(v)(B) of this Section 5.4. The Corporation shall establish the Base Guaranty Fund Amount such that at a minimum the Corporation will maintain pre-funded financial resources sufficient to enable it to meet its financial obligations to Clearing Members notwithstanding a default by the two Clearing Members (including any of their affiliated Clearing Members) creating the largest combined loss to the Corporation in extreme but plausible market conditions, consistent with the requirements of CFTC Rules 39.11 and 39.33.

(c) Except as provided in paragraph (b)(v) of this Section 5.4, deposits in the Guaranty Fund may be made by any Clearing Member in the form of cash or securities which are direct obligations of the United States Government, and which have such maximum time to maturity as the Corporation may prescribe, or other securities which are permitted for customer funds for purposes of Rule 1.25 of the Commodity Futures Trading Commission (as amended from time to time) and approved by the Board for this purpose or pursuant to Rule 505(a)(i), provided, however, that each Clearing Member shall deposit a minimum of 50% of their Guaranty Fund requirement in the form of cash. Any permitted securities shall be valued in accordance with such methodology as may be adopted by the Board. The Board may place limits on the portion of any Clearing Member's deposit that may be satisfied by the use of any category of permitted securities. Deposits of securities shall be made by such means and subject to such agreements and undertakings as may be prescribed by the Corporation. To the extent that any Clearing Member deposits any securities in the Guaranty Fund, such Clearing Member thereby represents and warrants that such securities are owned by it free and clear of any security interests, liens, encumbrances, charges or adverse claims of any kind.

(d) Guaranty Fund deposits shall be held in a bank approved for the purpose by the Corporation, in an account or accounts separate from all other cash and securities held by the Corporation. The Corporation shall have the sole right to withdraw cash or securities from, or to authorize the sale or other disposition of any securities held in, such account or accounts subject

to the rights of any assignee, pledgee or holder of a security interest in the Guaranty Fund or any cash or securities therein.

(e) So long as any Person is a Clearing Member and thereafter for the period until the Corporation returns such person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4, the Guaranty Fund deposits of such person may be applied by the Corporation:

(i) against any amounts that become due from such Person to the Corporation for any reason (including but not limited to original margin, variation margin, option premiums, dues, assessment, fines and reimbursement of any amounts paid by the Corporation to a Cross Margining Clearing Organization under any Cross Margining Program) at any time it was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4;

(ii) against any amounts that are charged as provided in or pursuant to Section 5.5 of these By-Laws against the Guaranty Fund deposits of all Clearing Members at any time that such Person was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4; and

(iii) to provide such funds, on such terms and conditions, as the Board in its discretion, acting by a vote of not less than three-fourths of all directors eligible to vote, may deem necessary or appropriate to facilitate the transfer of customer accounts from a Clearing Member experiencing financial difficulty to another Clearing Member, if the Board shall determine by such vote that to do so is in the best interests of the Corporation.

(f) The Corporation may at any time and from time to time assign, transfer, pledge, repledge or otherwise create a lien on or security interest in, the Guaranty Fund and/or the cash, securities and other property held in the Guaranty Fund to secure the repayment of funds borrowed by the Corporation (plus interest, fees and other amounts payable in connection therewith) or pursuant to a repurchase agreement or similar transaction. Any such borrowing or repurchase agreement or similar transaction shall be on terms and conditions deemed necessary or advisable by the Corporation (including the collateralization thereof) in its sole discretion, and may be in amounts greater, and extend for periods of time longer, than the obligations, if any, of any Clearing Member to the Corporation for which such cash, securities or other property was pledged to or deposited with the Corporation. Any funds so borrowed or obtained in repurchase agreements or similar transactions shall be used and applied by the Corporation solely for the purposes for which cash, securities and other property held in the Guaranty Fund are authorized to be used pursuant to these By-Laws and the Rules; provided that the failure of the Corporation to use such funds in accordance with this subsection shall not impair any of the rights or remedies of any assignee, pledgee or holder of any such lien or security interest or repurchase transaction counterparty. Cash, securities and other property held in the Guaranty Fund, subject to the rights and powers of the Corporation with respect thereto as set forth in these By-Laws, the Rules and any agreements between any Clearing Member and the Corporation, and subject to the rights and powers of any person to which the Guaranty Fund or any cash, securities or other property held therein shall have been assigned, transferred, pledged, repledged or otherwise subjected to a lien or security interest, shall remain the property of the respective Clearing Members depositing such cash securities and other property.

(g) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this Section 5.4, if at any time the amount of any cash, plus the value of any securities, on deposit in the Guaranty Fund for any Clearing Member

(i) shall exceed the amount required to be on deposit for such Clearing Member by more than such amount as the Board may prescribe, the Corporation will return the excess to such Clearing Member upon its written request.

(ii) shall be less than the amount required to be on deposit for such Clearing Member, such Clearing Member shall restore the deficiency (including, without limitation, a deficiency caused by the application of such Clearing Member's deposits in the Guaranty Fund as described in Section 5.4(e) of these By-Laws) on demand (a "Replenishment"); provided, however, that a Clearing Member that has withdrawn as a Clearing Member shall not be required to restore a deficiency occurring after its Withdrawal Date, subject to any limitations in Sections 5.8 and 5.9.

(h) Any interest earned on any securities deposited in the Guaranty Fund by a Clearing Member shall belong and be credited to such Clearing Member. The Corporation may invest any cash deposited in the Guaranty Fund in securities which are direct obligations of the United States Government and may engage in repurchase transactions with any cash or securities on deposit. Any interest, capital gain or other income earned on any such securities shall belong and be credited to the Corporation.

(i) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this Section 5.4, whenever a Person ceases to be a Clearing Member, the Corporation shall return to such Person the amount of cash and securities on deposit in the Guaranty Fund for such Person, to the extent not charged to or applied against pursuant to this Section or otherwise under these By-Laws and the Rules, in accordance with Section 5.9.

(j) If the Guaranty Fund or any part thereof is lost as a result of the insolvency of any bank or other depository, embezzlement, defalcation or any reason other than use pursuant to Section 5.5 of these By-Laws, such loss may, in the discretion of the Board, be restored by application of the following sources of funds in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose; and

(ii) assessments levied by the Corporation upon the Clearing Members, which assessments shall be paid to the Corporation at such time and in such manner as the Board may specify, which shall be no later than the normal end-of-day settlement time for the Business Day on which such assessment is levied. The amount of a Clearing Member's assessment shall be the amount derived by multiplying the loss by a fraction, the numerator of which shall be the sum of the amount of such Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii), and (b)(v)(A) of this Section 5.4) on the day preceding the loss and the denominator of which shall be the total amount of the Base Margin Amount and the Base Volume Amount of all Clearing Members (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of this Section 5.4) on such day.

(k) In the event that the Corporation accepts a transfer of cash or securities from a guaranty fund of any other clearing organization of which a Clearing Member is or was a member to satisfy in whole or in part the obligations of such Clearing Member to deposit and maintain funds in the Guaranty Fund, the Corporation shall (to the extent of the amount of the cash and the value of the securities so transferred) guaranty payment by such Clearing Member to such clearing organization of any amount, the payment of which would have been secured by such Clearing

~~Member's deposit in the guaranty fund of such other clearing organization. If the Corporation is required to make any payment pursuant to such guaranty as to any Clearing Member, the Corporation may withdraw the amount thereof out of the Guaranty Fund, and such Clearing Member will restore the amount so withdrawn on demand.~~

~~(l) In the event that the Guaranty Fund or any part thereof shall have been applied as described in paragraph (e) of this Section 5.4 or shall have been lost as described in paragraph (j) of this Section 5.4, and the Corporation shall thereafter recover any amount so applied or lost from any Person liable therefor, the amount of such recovery (after deducting any expenses (including without limitation legal fees and expenses incurred in connection therewith) shall be credited to the Guaranty Fund deposits of each Clearing Member in that proportion which the amount required to be on deposit by such Clearing Member bears to the amount required to be on deposit by all Clearing Members as of the date upon which such application took place or such loss was incurred.~~

~~(m) Any expense (including without limitation legal fees and expenses) incurred by the Corporation in connection with the deposit by a Clearing Member of assets into the Guaranty Fund, or the return thereof to such Clearing Member, may at the option of the Corporation be charged to such Clearing Member.~~

~~(n) Notwithstanding anything to the contrary herein (but subject to Section 5.4(j)(i) above), the Corporation shall not be liable if (1) the Guaranty Fund or any part thereof and/or (2) any margin (whether for the proprietary or customer account) or other assets provided by or held for the account of a Clearing Member are lost or decrease in value as a result of the (A) insolvency or failure of any bank or other depository or third party settlement system, (B) embezzlement, defalcation or theft by any person (other than the Corporation or its directors, officers, employees or representatives) or (C) any other reason other than use pursuant to the By-Laws or Rules.~~

~~Nothing in this Section 5.4(n) will limit any liability of the Corporation for its own gross negligence or willful misconduct.~~

~~Amended by the Board April and May 1999; effective January 2000.~~

~~Amended by the Board February 7, 2000; effective March 15, 2000.~~

~~Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶¶ (a), (b), (c), (e), (i) and (j)].~~

~~Amended by the Board September 12, 2006; effective on October 6, 2006 [¶ (c)].~~

~~Amended by the Board November 8, 2007; effective December 17, 2007 [¶¶ (b)(v)(B), (C), (D) and (c)].~~

~~Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (c)].~~

~~Amended by the Board March 17, 2010; effective March 30, 2010 [¶¶ (a)(i), (b)(ii)(B) through (b)(iv)(B)].~~

~~Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (j)(ii)].~~

~~Amended by the Board March 18, 2012; effective May 8, 2012 [¶¶ (b)(i) and (b)(iii)].~~

~~Amended by the Board October 24, 2013; effective December 31, 2013.~~

~~Amended by the Board December 9, 2015; effective January 6, 2016 [¶¶ (b)(i) and (b)(iii)].~~

~~Amended by the Board June 18, 2015; effective May 12, 2016 [¶ (n)].~~

~~Amended by the Board June 15, 2016; effective November 17, 2016 [¶ (b)].~~

Section 5.5. Monetary Defaults; Use of Guaranty Fund; Assessments

If any Clearing Member fails to deposit with, or pay to, the Corporation in full any original margin, variation margin, option premium, guaranty fund contribution, Assessment or other sum (not including any dues or fines) under or in connection with any Contract, or fails to satisfy any reimbursement obligation to the Corporation in full under or in connection with any Cross Margining Program, when and as required by or pursuant to the rules of the Listing Exchange, the Rules of the Corporation or the terms of any Cross Margining Program, such failure shall constitute a "Monetary Default" and the amount owing shall constitute the "Defaulted Obligation." If and at such times as the Corporation has in effect a procedure whereby deposits or payments of sums with or to the Corporation are effected by having the Corporation instruct the Clearing Members' banks to wire transfer funds from their accounts with such banks directly to the accounts of the Corporation, a Clearing Member shall be deemed to have failed to deposit or pay any sum when and as required if such Clearing Member's bank fails so to wire transfer funds when and as instructed by the Corporation. In the event that at any time a Monetary Default occurs on the part of any Clearing Member (the "Defaulting Clearing Member"), then:

(a) If and to the extent a Monetary Default relates to a Contract carried in any customer account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and other assets held by the Corporation for all proprietary accounts of the Defaulting Clearing Member shall be applied, and if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, three (3) directors, at least one (1) of whom is not an employee of the Corporation or an employee of any Affiliated Person of the Corporation, so determines, the margin held by the Corporation for all customer accounts of the Defaulting Clearing Member may be applied, to pay the Defaulted Obligation. If and to the extent a Monetary Default relates to a Contract carried in any proprietary account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and such other assets as are held for the same or any other proprietary account of the Defaulting Clearing Member, shall be applied to pay the Defaulted Obligation. The Defaulting Clearing Member shall immediately restore any deficiencies in its margin and Guaranty Fund deposits resulting from any such application.

(b) If, after the application of funds in accordance with paragraph (a) of this Section 5.5, the Defaulted Obligation has not been satisfied, and if the Defaulting Clearing Member fails to pay the Corporation the amount of the deficiency on demand, such Defaulting Clearing Member shall continue to be liable therefor, but the amount of the deficiency, until collected from the Defaulting Clearing Member, shall be met from the following sources of funds, provided, however, that the sources identified in subparagraphs (i), (ii), (iii), and (iv) shall be fully utilized before the sources identified in subparagraphs (v), (vi) and (vii) may be utilized, and, provided further that the sources identified in subparagraphs (v), (vi) and (vii) must be applied in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose;

(ii) if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, any director, so determines, a loan or repurchase agreement or similar transaction on such terms and conditions as they may determine to be necessary or appropriate (including without limitation granting an assignment, pledge or other lien on or security interest in the Guaranty Fund or the cash, securities and other property held in the Guaranty Fund or transferring such cash, securities or other property as provided in Section 5.4(f) of these By-Laws);

(iii) if, and to the extent that, a Monetary Default relates to any Contract carried in any customer account carried by the Corporation for the Defaulting Clearing Member, the original margin on deposit with the Corporation in all such customer accounts of the Defaulting Clearing Member to the extent that such deposits have not been applied pursuant to paragraph (a) hereof;

(iv) the Corporation Priority Contribution. As used herein, the "Corporation Priority Contribution" shall be a commitment of the Corporation to provide $50 million in the aggregate as resources to be applied pursuant to this Section 5.5(b)(iv). If the Corporation Priority Contribution is applied, the Corporation will have no obligation to provide additional funds to replenish such contribution or otherwise provide additional funds in respect thereof;

(v) subject to Section 5.4(g)(ii) and the last paragraph of this Section 5.5(b) of these By-Laws, the Guaranty Fund;

(vi) insurance proceeds, if any, received by the Corporation in connection with the Monetary Default giving rise to the Defaulted Obligation; and

(vii) assessments levied by the Corporation upon all the Clearing Members (other than the Defaulting Clearing Member) as hereafter provided in this Section 5.5 ("Assessments").

The total amount to be assessed at any one time pursuant to clause (vii) of this paragraph (b) is hereinafter called an "Assessment Amount." For the avoidance of doubt, the Corporation may at any time following the occurrence of a Monetary Default and in anticipation of any charge against the Guaranty Fund make Assessments upon Clearing Members to post Assessments, subject to the limitations set forth in these By-Laws in respect of such Assessments.

The amount of a Replenishment that each Clearing Member must deposit in the Guaranty Fund to satisfy its obligation, pursuant to Section 5.4(g)(ii), to restore the Guaranty Fund deficiency in the event of the application of some part or all of the Guaranty Fund pursuant to Section 5.5(b)(v) (the total Guaranty Fund amount so applied referred to herein as the "Aggregate Guaranty Fund Deficiency"), shall be determined by multiplying the Aggregate Guaranty Fund Deficiency by a fraction, the numerator of which shall be the sum of the amount of the Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of Section 5.4) for the period of three (3) calendar months prior to the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of Section 5.4). The resulting product shall constitute the amount of the Replenishment that each Clearing Member must restore to the Guaranty Fund pursuant to Section 5.4(g) as a result of the application of the Guaranty Fund pursuant to Section 5.5(b)(v).

(c) The amount of any Assessment pursuant to Section 5.5 shall be computed by multiplying the Assessment Amount by a fraction, the numerator of which shall be the sum of the Clearing Member's Base Margin Amount and Base Volume Amount determined (in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of Section 5.4) for the period of three (3) calendar months preceding the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members being assessed (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of Section 5.4). The resulting product shall constitute the amount of the Assessment to be levied on such Clearing Member pursuant to this paragraph (c).

(d) If the Assessment as determined pursuant to paragraph (c) of this Section 5.5 would exceed the maximum set forth in paragraph (e) of this Section 5.5, or if the amount assessed against any Clearing Member shall exceed the amount paid by such Clearing Member, the excess shall be assessed against the other Clearing Members (other than the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum permitted by paragraph (e)) in accordance with such subparagraph (c), as if the excess were the Assessment Amount. Assessments pursuant to this paragraph (d) shall be repeated until the entire Assessment Amount shall have been assessed, subject to the maximum limitations on Assessments set forth herein.

(e) Notwithstanding anything to the contrary herein, no Clearing Member (other than a Defaulting Clearing Member) shall be liable to provide Assessments as a result of charges or applications against the Guaranty Fund in respect of a single Monetary Default of another Clearing Member in an amount exceeding 200% of its Guaranty Fund Deposit Requirement.

(f) If in any case, because of the limitations contained in paragraph (e) of this Section 5.5 or Section 5.8, the maximum permitted Assessments are less than the Assessment Amount, the Board shall determine what if any further action to take, provided that under no circumstances may the Board levy Assessments on any Clearing Member that would exceed such limitations.

(g) Subject to the conditions set forth in Section 5.8, a Person which withdraws as a Clearing Member shall be subject only to assessments imposed to meet:

(i) Monetary Defaults occurring prior to the Clearing Member's "Withdrawal Date", subject to the limitations contained in paragraph (e) of this Section 5.5;

(ii) assessments levied under Section 5.4(j) of these By-Laws prior to the Clearing Member's Withdrawal Date; and

(iii) the first Monetary Default occurring after the Withdrawal Date, subject to the limitations contained in paragraph (e) of this Section 5.5.

(h) All Assessments shall be due and payable within such time as the Corporation may prescribe, which shall be no later than the normal end of day settlement time for the Business Day on which such assessment is levied. If any Person shall not pay any Assessment when due, such Person shall continue to be liable therefor, but the Corporation may assess the Clearing Members (other than such Person, the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum amount permitted by paragraph (e)) for the unpaid amount in accordance with paragraphs (c) and (d) of this Section 5.5, subject to the limitations set forth herein.

(i) If, after making any Assessments to meet any Defaulted Obligation owing by a Defaulting Clearing Member as referred to in paragraph (b), or to meet any Assessment not paid as referred to in paragraph (h), the Corporation collects the amount of such Defaulted Obligation or such unpaid Assessment in whole or in part from the Person or Persons liable therefor, the Corporation shall refund the amount so collected (net of any expenses, including without limitation any legal fees incurred in connection therewith) pro rata to the Clearing Members that had been assessed to meet such Defaulted Obligation or nonpayment and had paid the amount so assessed.

Amended by the Board April and May 1999; effective January 2000.

Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶¶ (c) and (d)].

Amended by the Board February 12, 2007; effective February 14, 2007 [¶¶ (b) and (c)].

Amended by the Board December 9, 2008; effective December 15, 2008 [¶ (b)(ii)].

Amended by the Board June 4, 2009; effective June 10, 2009 [¶¶ (a), (b) and (c)].

Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (h)].

Amended by the Board October 24, 2013; effective December 31, 2013.

Amended by the Board June 18, 2015 effective July 15, 2015 [¶¶(b)(iv) - (b)(v) and (b)(vii)].

Section 5.6. Position Risk

(a) The Corporation will be entitled at its discretion to establish, amend or revoke limits on position risk for Clearing Members or in respect of particular accounts. The position risk of any Clearing Member shall mean the amount of original margin, required from such Clearing Member, exclusive of Option liquidating value, as calculated by the Corporation.

(b) The limit on position risk for each Clearing Member and account will be determined at the Corporation's discretion and may take into account the Corporation's evaluation of the financial and operational capacity of the Clearing Member and such other factors as the Corporation at its discretion deems appropriate.

(c) Breach of Limits on Position Risk

(i) If a Clearing Member exceeds its limits on position risk, the Corporation may, at its discretion: (A) require a Clearing Member to provide information to the Corporation in respect of any of its positions; (B) require a Clearing Member to allocate, transfer or terminate such Contracts or close out its open position in any affected account to the extent necessary to reduce its open position so as to meet its limit on position risk within such time as the Corporation may prescribe; (C) make an additional call for such Margin as the Corporation in its discretion determines; and/or (D) impose such additional Capital requirements on the Clearing Member as the Corporation in its discretion determines.

(ii) If the Clearing Member fails to comply with any requirement imposed on it pursuant to By-Law 5.6(a), the Clearing Member shall be in breach of these Rules and, without limitation, the Corporation may, at its discretion, in respect of the Clearing Member concerned: (A) declare an Event of Default; (B) terminate or suspend membership of the Clearing Member; (C) terminate such Contracts as the Corporation at its discretion selects on behalf of the Clearing Member; (D) instigate an investigation or disciplinary proceeding under Part 9 of the Rules; and/or (E) impose such other requirements on the Clearing Member as it sees fit.

Amended and Effective November 1, 2000.

Amended by the Board November 8, 2004; effective December 3, 2004 [¶¶ (h) and (i)].

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a)(ii) and (d)].

Amended by the Board November 10, 2008; effective November 14, 2008 [¶¶ (c), (g) and (h)].

Amended by the Board March 17, 2010; effective March 30, 2010 [¶¶ (b) and (h)].

Amended by the Board June 18, 2015; effective July 23, 2015 [¶¶ (a)through (c)(ii)].

Section 5.7. Original Margin

(a) Each Clearing Member shall deposit with the Corporation original margin in respect of all Contracts carried by the Corporation for such Clearing Member (customer and proprietary) in such amounts, in such forms, and by such times as the Corporation may require from time to time.

(b) Margin shall be collected by the Corporation in accordance with the methods and procedures specified in or pursuant to the Rules.

(c) The Corporation may establish Cross Margining Programs with one or more Cross Margining Clearing Organizations permitting Clearing Members to subject eligible positions to cross-margining treatment. Each such Cross Margining Program shall be conducted in accordance with a cross margin agreement between the Corporation and one or more Cross Margining Clearing Organizations.

(d) Without limitation of the Corporation's other rights to use or apply a Clearing Member's original margin as permitted in those By-laws or the Rules, under applicable law or otherwise, the Corporation (i) may invest original margin in the form of cash in accordance with the Corporation's investment policies and applicable law and (ii) may use a Clearing Member's cash, securities or other property constituting original margin in its proprietary account from time to time to meet temporary liquidity needs of the Corporation (whether or not such Clearing Member is in default), in a manner consistent with the Corporation's liquidity policies and applicable law, including by way of assignment, transfer, pledge, repledge or creation of a lien on or security interest in such original margin in connection with borrowing, repurchase transactions or other liquidity arrangements to support payment obligations of the Corporation in respect of Contracts.

Amended by the Board April and May 1999; effective January 2000.

Amended by the Board December 11, 2013; effective February 15, 2014 [¶ (d)].

Section 5.8. Cooling-off Periods

(a) The following terms shall have the following meanings:

(i) "Cooling-off Period" shall mean the period commencing on the date of the Cooling-off Period Trigger Event and terminating 30 Business Days thereafter. A Cooling-off Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 30 or fewer Business Days after the previous Cooling-off Period Trigger Event, in which case the Cooling-off Period will be extended until the date falling 30 Business Days after such subsequent Cooling-off Period Trigger Event.

(ii) "Cooling-off Period Trigger Event" shall mean (i) any call for an Assessment to be made pursuant to Section 5.5(c) arising from a Monetary Default or Monetary Defaults; or (ii) the occurrence of a Sequential Guaranty Fund Depletion.

(iii) "Cooling-off Termination Period" shall mean the period commencing on the date of each Cooling-off Period Trigger Event and terminating 10 Business Days thereafter. A Cooling-off Termination Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 10 or fewer Business Days since the previous Cooling-off Period Trigger Event, until the date falling 10 Business Days after such subsequent Cooling-off Period Trigger Event.

(iv) "Sequential Guaranty Fund Depletion" shall mean, in respect of a particular Clearing Member that is not a Defaulting Clearing Member, the occurrence of circumstances in which: (i) there have been two or more Monetary Defaults relating to different Clearing Members within a period of 30 or fewer Business Days; (ii) contributions to the Guaranty Fund from non-Defaulting Clearing Members have been applied in respect of at least two such Monetary Defaults; and (iii) the total amount of Replenishments that the Clearing Member has as a result paid to the Corporation to replenish its contributions to the Guaranty Fund exceeds its Guaranty Fund Deposit Requirement prior to the first such Monetary Default.

(b) Upon the occurrence of any Cooling-off Period Trigger Event, the Corporation shall issue a notice to Clearing Members of the commencement of the Cooling-off Period, setting out the

date on which such period is scheduled to end (and the date on which the Cooling-off Termination Period is scheduled to end).

(c) From the commencement of, and solely for the duration of, the Cooling-off Period:

(i) The obligation to provide Replenishments under Section 5.4(g)(ii) and the last paragraph of Section 5.5(b) shall not apply to a Clearing Member until the end of the Cooling-off Period;

(ii) Assessments due under Section 5.5(c) from a Clearing Member for all Monetary Defaults occurring or declared during the Cooling-off Period (or resulting in the Cooling-off Period) shall not exceed 550% of the amount of the Clearing Member's Guaranty Fund Deposit Requirement immediately prior to the commencement of the Cooling-off Period (with any Assessments levied in respect of the Monetary Default or Monetary Defaults as a result of which the Cooling-off Period commenced being counted towards reducing such maximum amount). A Clearing Member in a Cooling-off Period that has provided Assessments in such maximum amount shall not be liable for any further replenishments of its contributions to the Guaranty Fund or Assessments during such Cooling-off Period, regardless of how many additional Monetary Defaults take place in such period;

(iii) For the avoidance of doubt, the per Monetary Default cap on Assessments set forth in Section 5.5(e) shall apply in respect of each Monetary Default occurring or declared during the Cooling-off Period; and

(iv) There shall be no rebalancing, re-setting or recalculation of Guaranty Fund Deposit Requirements to the Guaranty Fund or the total required contribution amount for purposes of determining liability for Replenishments or Assessments during the Cooling-off Period; provided that the limits set out in this Section 5.8(c) shall only apply with respect to a Clearing Member if such Clearing Member continues during the Cooling-off Period to pay the Corporation all other amounts when owed by it (subject to the limitations set out in this Section 5.8(c)).

(d) At any time during the Cooling-off Termination Period, a Clearing Member may give a Withdrawal Notice to the Corporation in accordance with Rule 209.

(e) At the end of the Cooling-off Period, the restrictions and requirements of Section 5.8(c) shall cease to apply, subject to Section 5.9, going forward to each Clearing Member that has not served a Withdrawal Notice during or prior to the Cooling-off Termination Period.

(f) Nothing in this Section 5.8 shall alter the Corporation's right to call for margin from any Clearing Member. Without limiting the foregoing, during the Cooling-off Period, each Clearing Member shall provide to the Corporation and maintain additional original margin (in addition to the original margin otherwise required with respect to its positions) in an amount equal to its Guaranty Fund Deposit Requirement.

Amended by the Board October 24, 2013; effective December 31, 2013.

Section 5.9 Withdrawal of Clearing Members

(a) The following terms will have the indicated meanings:

(i) The Term "Withdrawal Close-Out Deadline Date" shall mean (i) unless clause (ii) or (iii) applies, in respect of the termination of Clearing Member status of a Clearing Member, the date falling 30 Business Days after the Withdrawal Notice Time (or, if the Corporation has terminated the Clearing Member's status, the date so designated by the Corporation); (ii) in respect of termination of clearing membership under Section 5.8(d), the date falling 20+x Business Days after the Withdrawal Notice Time where x= the total number of unexpired

Business Days in the Cooling-off Termination Period; or (iii) notwithstanding (i) and (ii), in any case, such later date as the Corporation may at its discretion permit and notify in writing to the affected Clearing Member.

(ii) The term "Withdrawal Date" shall mean in respect of the termination of Clearing Member status for a Withdrawing Clearing Member, the later of (i) where applicable, the Withdrawal Close-Out Deadline Date and (ii) the date as of which all of the Withdrawing Clearing Member's open positions in respect of its proprietary and customer accounts have been terminated or closed out in full and all obligations of the Withdrawing Clearing Member in respect thereof have been satisfied and performed in full.

(iii) The term "Withdrawal Notice Time" shall mean the time of service by a Clearing Member of a Withdrawal Notice.

(iv) The term "Withdrawal Notice" shall mean a notice served by the Clearing Member on the Corporation under the Rules indicating that such Clearing Member intends to withdraw from being a Clearing Member (and thereby becomes a Withdrawing Clearing Member).

(b) A Clearing Member that has delivered a Withdrawal Notice (including under Section 5.8(d)) or (if so designated by the Corporation) that is otherwise terminated is subject to the following requirements, obligations and provisions:

(i) it must use all reasonable endeavors to close out all of its open positions prior to the Withdrawal Close-Out Deadline Date;

(ii) if it closes out all of its open positions prior to the Withdrawal Close-Out Deadline Date and complies with the other requirements of this Section 5.9, it shall maintain the benefit of the protections set out in Section 5.8(c), if then applicable, and such provisions shall continue in effect for such Clearing Member following the end of the Cooling-off Period;

(iii) after the Withdrawal Notice Time, it shall only be entitled to submit transactions for clearing which it can demonstrate have the overall effect of reducing open positions in any Contracts or risks to the Corporation associated with the Contracts, whether by hedging, novating, transferring, terminating, liquidating or otherwise closing out such Contracts;

(iv) the Corporation may call for additional original margin until such time as all of its open positions have been terminated, and such Clearing Member shall provide such additional original margin to the Corporation as is requested in a timely manner;

(v) except as provided in clause (vi) below, there shall be no rebalancing, re-setting or recalculation of the Guaranty Fund Deposit Requirement or the total required amount of Replenishments or Assessments of the Clearing Member that has served a Withdrawal Notice;

(vi) if it has any open positions with the Corporation (whether customer or proprietary positions) after the Withdrawal Close-Out Deadline Date (and notwithstanding any provision in this Article V of the By-Laws to the contrary), the Clearing Member shall as from the Withdrawal Close-Out Deadline Date until its Withdrawal Date:

(A) become liable to make any Replenishments or Assessments that would have fallen due but has not been paid and become liable to have applied any contribution to the Guaranty Fund that would have been applied but was not so applied, in each case to the extent that the same would have been payable or applied but for its service of a Withdrawal Notice and in each case in respect of any Monetary Default affecting a Clearing Member that has occurred subsequent to the Withdrawal Notice Time;

(B) become liable for further obligations to have any contributions to the Guaranty Fund applied or pay Assessments in the same way as any other Clearing Member in respect of any Monetary Default occurring prior to the Withdrawal Date; and

(C) be subject to the Corporation exercising rights under Part 8 of the Rules to liquidate or transfer the open positions of the Clearing Member and otherwise deal with the Clearing Member's Contracts and property in the same way as if the Clearing Member were a Defaulting Clearing Member.

(vii) following termination of all open positions to which a Withdrawing Clearing Member was party in relation to its proprietary and customer accounts and satisfaction in full by such Withdrawing Clearing Member of all obligations in respect thereof, the Corporation shall return the Withdrawing Clearing Member's unused contributions to the Guaranty Fund and any unused Withdrawal Deposit, as well as any other assets of the Withdrawing Clearing Member not previously returned on the date that is 60 days after the Withdrawing Clearing Member's Withdrawal Date, or such earlier date as is determined by the Corporation.

Notwithstanding anything in these By-Laws:

(1) the Corporation may at its discretion return amounts due to the Withdrawing Clearing Member in different currencies or by way of transfer or return of non-cash margin to the Withdrawing Clearing Member;

(2) the Corporation may further pay any net amount payable to the Withdrawing Clearing Member in different amounts denominated in different currencies and is not required to pay a single sum in one currency; and

(3) the Corporation may make partial payment of any amounts due excluding the Guaranty Fund contribution prior to the time specified in this Section 5.9; and

(c) If:

(i) a Clearing Member has served a Withdrawal Notice under Section 5.8(d); and

(ii) there is a Monetary Default or are Monetary Defaults before the relevant Withdrawal Date, then the Clearing Member in question shall remain liable for the application of any then unapplied Guaranty Fund contributions and unapplied Assessments (including those paid or which the Clearing Member is liable to pay) for all such Monetary Defaults (as if all such Monetary Defaults had been declared by the Corporation prior to the Withdrawal Notice Time), subject to the general limits relating to particular Monetary Defaults and all Monetary Defaults referred to in Sections 5.5, 5.8 and 5.9.

(d) Any Withdrawal Notice issued by a Clearing Member shall be irrevocable by the Clearing Member and membership may only be reinstated pursuant to a new application for membership following the close-out of all its open Contracts.

(e) A Clearing Member whose membership has terminated shall, following the Withdrawal Date, cease to be liable for Replenishments or Assessments under Sections 5.4 or 5.5 in respect of Monetary Defaults that occur after the Withdrawal Date.

(f) This Section 5.9 shall not apply to a Defaulting Clearing Member.

(g) In the event of a Financial Emergency (as defined in the Rules), or otherwise at the discretion of the Board, a Clearing Member that gives a Withdrawal Notice (other than during a Cooling-off Termination Period) may be required by the Corporation immediately upon delivery of the Withdrawal Notice to provide Assessments in an amount not to exceed 550% of its Guaranty Fund Deposit Requirement (as in effect immediately prior to the Withdrawal Notice Time), such amounts to be held by the Corporation until the Withdrawal Date and applied only as

~~permitted in accordance with Article V of the By-Laws (a "Withdrawal Deposit"). Any references in these By-Laws to Assessments being called or to Guaranty Fund Deposit Requirements to the Guaranty Fund being replenished or applied, in respect of a Clearing Member which has provided such a Withdrawal Deposit, shall be interpreted as a reference to such Withdrawal Deposit being applied in satisfaction of such requirements, and a Clearing Member that has served a Withdrawal Notice and made such Withdrawal Deposit shall not be liable for any further Assessments, regardless of how many Monetary Defaults take place (subject to the proviso to Section 5.8(c)).~~

~~Amended by the Board October 24, 2013; effective December 31, 2013.~~

~~ARTICLE~~Article VI
Indemnification; Liability

Section 6.1. Indemnification by Corporation

(a) Except to the extent specifically prohibited by the BCL, the Corporation shall promptly indemnify each person who is or at any time was a director or officer of the Corporation, whether or not then in office, who is made or is threatened to be made a party to any action or proceeding, threatened or pending, and whether civil, criminal or administrative and whether or not brought by or in the right of the Corporation, or who is the subject of an investigation by any governmental agency, Self-Regulatory Organization (other than the Corporation), securities exchange, securities clearing organization, registered securities association or other self-regulatory body, by reason of the fact that such person is or was a director or officer of the Corporation, or serves or served any other corporation, or Entity in any capacity at the request of the Corporation, against judgments, fines, amounts paid in settlement and expenses (including reasonable attorneys' fees), actually and necessarily incurred in connection with such action or proceeding, or any appeal therein, or any such investigation.

(b) The Corporation shall advance or promptly reimburse upon request of a person referred to in subsection (a) of this Section 6.1 all expenses, including reasonable attorneys' fees, actually and necessarily incurred by such person in connection with any action, proceeding or investigation of the kind referred to in said paragraph (a) in advance of the final disposition thereof, subject to receipt of a written undertaking by or on behalf of such person to repay such amounts if such person is ultimately found not to be entitled to indemnification under this Article or otherwise or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or investigation who are similarly situated unless to do so would be inappropriate because of actual or potential differing interests between such parties.

(c) A person for whom indemnification or the advancement or reimbursement of expenses is provided for under this Section 6.1 may elect to have the provisions of this ~~ARTICLE~~Article VI interpreted on the basis of the applicable statute in effect (i) at the time of the occurrence of the event or events giving rise to the action, proceeding or investigation, to the extent permitted by statute, or (ii) at the time indemnification or advancement or reimbursement of expenses is provided or sought.

(d) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law.

(e) Indemnification under the provisions of this Section shall not be available to a director or officer in the event that a judgment or other final adjudication adverse to the director or officer establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the matter so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(f) Indemnification shall be accorded by the Corporation and related expenses shall be advanced to members of any committee authorized by the By-Laws or Rules of the Corporation or established by the Board, and to employees of the Corporation, to the same extent as is provided to directors and officers of the Corporation. The foregoing right of indemnification shall not affect any rights to indemnification to which the persons described in this subsection (f) may be entitled by contract or otherwise under law.

Section 6.2. Indemnification by Resolution or Agreement

The Corporation, by a resolution of the Board or an agreement approved by the Board, may, to the fullest extent permitted by applicable statute, indemnify and advance or reimburse expenses to any person, including a person entitled to indemnification pursuant to Section 6.1, but nothing herein shall limit or affect the rights of any such person under that Section.

Section 6.3. Enforcement

(a) The right to be indemnified or to the advancement or reimbursement of expenses pursuant to Section 6.1 or a resolution or agreement authorized pursuant to Section 6.2 (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof or of any such resolution were set forth in a separate written contract between the Corporation and such person, and (ii) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto.

(b) If a request to be indemnified or for the advancement or reimbursement of expenses pursuant to Section 6.1 or a resolution or agreement authorized by Section 6.2 is not paid in full by the Corporation within thirty days after a written claim has been received by an officer of the Corporation therefore and the claimant thereafter brings suit against the Corporation to recover the unpaid amount of the claim which is successful in whole or in part, the Corporation shall be obligated to pay the claimant the expenses, including reasonable attorneys' fees, of actually prosecuting such claim.

~~**Section 6.4. Indemnification By Clearing Members**~~

~~(a) If any action or proceeding is brought or threatened against the Corporation or any person entitled to be indemnified by the Corporation pursuant to Section 6.1 or Section 6.2 (such persons being collectively referred to as "Officials"), claiming, directly or indirectly, in whole or in part, that the Corporation or such Official has failed, neglected or omitted to prevent, detect or require any conduct by a Clearing Member or by an Affiliated Person of a Clearing Member, which conduct or lack thereof is alleged to constitute a violation of the Commodity Exchange Act, any other federal or state law, any Commission Regulation, any rule of any Self Regulatory Organization, or any By-Law or Rule, such Clearing Member shall indemnify and hold harmless the Corporation and each such Official from and against all loss, liability, damage and expense (including but not limited to attorneys' fees, expenses of investigating such claim, judgments and amounts paid in settlement) incurred by or asserted against the Corporation or any such Official in or in connection with any such legal proceeding.~~

(b) If any action or proceeding is brought against the Corporation or an Official which could result in indemnification by a Clearing Member pursuant to subsection (a) of this Section 6.4:

(i) Such party shall promptly give such Clearing Member notice thereof in writing.

(ii) Neither the Corporation nor any such Official may settle a claim to the extent it seeks the recovery of money damages without the prior consent of such Clearing Member; provided that if such Clearing Member does not consent to any proposed settlement within ten (10) days following the date it receives written notice of the terms of such settlement, the Corporation or such Official may require such Clearing Member to post such security for the payment of its indemnification obligations to the Corporation or such Official as the Corporation or such Official deems necessary, but not in excess of the money damages claimed plus interest and anticipated expenses.

Section 6.5. Exculpation and Reimbursement of Corporation

(a) NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION OR ICE FUTURES U.S. SHALL BE LIABLE TO ANY CLEARING MEMBER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ERROR, ACT OR OMISSION ON THE PART OF THE CORPORATION, OR ON THE PART OF ANY PERSON IN THE CAPACITY OF DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION, WHETHER OR NOT SUCH DAMAGES ARE DUE TO NEGLIGENCE, UNLESS SUCH ERROR, ACT OR OMISSION WAS THE RESULT OF WILLFUL OR WANTON CONDUCT OR WAS IN BAD FAITH.

(b) EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL MISCONDUCT OR BAD FAITH, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PARAGRAPH (b), NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION 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 (i) ANY FAILURE OR MALFUNCTION OF ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM, (ii) 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 ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM, OR (iii) THE USE OF THE CONTINUOUS LINKED SETTLEMENT SYSTEM ("CLS") IN THE DELIVERY OF CURRENCIES.

(c) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE CORPORATION OR ICE FUTURES U.S. TO ANY PERSON RELATING TO ANY SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

(d) ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST THE CORPORATION, ICE FUTURES U.S., OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION, SUIT OR PROCEEDING HAS ACCRUED. ANY PARTY BRINGING

~~ANY SUCH ACTION, SUIT OR PROCEEDING CONSENTS TO JURISDICTION IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE SUPREME COURT OF NEW YORK COUNTY, NEW YORK, AND WAIVES ANY OBJECTION TO VENUE THEREIN. THIS PROVISION SHALL IN NO WAY CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY THIS PROVISION OR THE RULES OF THE CORPORATION OR ICE FUTURES U.S.~~

~~(e) IN ANY ACTION, SUIT OR PROCEEDING AGAINST THE CORPORATION, ICE FUTURES U.S. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY.~~

~~(f) Any Clearing Member which institutes an action or proceeding against the Corporation, or any of the officers, directors, committee members, agents or employees of the Corporation, and which fails to prevail in such action or proceeding, shall reimburse the Corporation and such officer, director, committee member, agent or employee, for any and all costs or expenses (including but not limited to attorneys' fees, expenses of investigation and amounts paid by way of indemnifying any officers, directors, employees or other persons by the Corporation) incurred in connection with the defense of such action or proceeding.~~

~~Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].~~

~~Amended by the Board July 10, 2006; effective July 17, 2006 [¶¶ (b)-(e)].~~

~~Amended by the Board December 11, 2006; effective January 12, 2007 [¶ (b)].~~

~~Amended by the Board February 3, 2009; effective February 12, 2009 [¶¶ (a) through (e)].~~

Section ~~6.6~~6.4. General

(a) The indemnification and advancement or reimbursement of expenses granted pursuant to the provisions of Sections 6.1 and 6.2 shall be in addition to and shall not be exclusive of any other rights to indemnification and advancement or reimbursement of expenses to which any person may otherwise be entitled by statute, the Certificate of Incorporation, insurance policy, contract or otherwise.

(b) For purposes of this ~~ARTICLE~~Article VI, the terms: (i) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; and (ii) "person" shall include the personal representative of an individual described in this ~~ARTICLE~~Article VI who is deceased or under a disability.

~~ARTICLE~~Article VII
~~Emergency Powers~~Reserved

~~**Section 7.1. Exchange-Determined Emergency**~~

~~If the Exchange determines that there is an Emergency, the Corporation shall take such action as may be ordered by, or as may be necessary or appropriate to implement emergency action ordered by, that Exchange with respect to (a) Contracts traded on or subject to the rules of the Exchange and cleared by the Corporation, and (b) Clearing Members of the Exchange.~~

~~Amended by the Board December 9, 2008; effective December 15, 2008.~~

~~**Section 7.2. Corporation-Determined Emergency**~~

If the Board or the Executive Committee, by a two-thirds vote of the members of the Board or the Executive Committee present and voting at any meeting, at which there is a quorum, determines that there is an Emergency, it may place into immediate effect a rule, or authorize other action to be taken by the Corporation as it deems necessary or appropriate to meet the Emergency. In the extraordinary event that neither the Board nor the Executive Committee can be convened under the circumstances then existing, the President may determine whether there is an Emergency and may place into effect a rule, or order such other actions to be taken, as the President deems necessary or appropriate to meet the Emergency. Any such determination and action ordered by the President shall be reported to, and reviewed by, the Board or the Executive Committee as soon as practicable thereafter. Any actions taken pursuant to this By-Law Section 7.2 shall be subject to the conflict of interest principles set forth in Rule 111 and shall be reported to the Commission no later than twenty-four (24) hours after the action is taken.

Amended by the Board December 9, 2008; effective December 15, 2008.

Section 7.3. Inconsistent Determinations

In the event of an inconsistency between a determination made by an Exchange as referred to in Section 7.1 and a determination made by the Corporation pursuant to Section 7.2, the determination so made by the Exchange shall govern.

Section 7.4. Physical Emergency

If, in the judgment of the persons specified below, the physical functioning of the Corporation is, or is threatened to be, severely and adversely affected by a Physical Emergency, such persons are authorized to take such action as they deem necessary or appropriate to deal with such Physical Emergency. The persons authorized to take action pursuant to this Section 7.4 are any one of the following, in the order of their availability to take such action: (a) the President; (b) any Vice President; (c) the Chairman; (d) any Vice Chairman; and (e) any other officer of the Corporation.

Amended by the Board December 9, 2008; effective December 15, 2008.

Section 7.5. Definitions

For purposes of this ARTICLE VII of the By-Laws, the following terms shall have the following meanings:

(a) The term "Emergency" means (i) any occurrence or circumstance which the Exchange determines constitutes an emergency or physical emergency in accordance with the by-laws or rules of the Exchange, (ii) any Physical Emergency, or (iii) any occurrence or circumstance which the Board, Executive Committee or President, pursuant to Section 7.2, determines requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of, or delivery pursuant to, any agreements, contracts or transactions cleared by the Corporation, including manipulative or attempted manipulative activity; any actual, attempted or threatened corner, squeeze, congestion or undue concentration of Positions; any circumstances which may materially affect the performance of agreements, contracts or transactions cleared by the Corporation, including failure of the payment system or the bankruptcy or insolvency of any Clearing Member; any action taken by any governmental body or any other board of trade, market or facility which may have a direct impact on trading on the Exchange or clearing by the Corporation; and any other circumstances which may have a severe, adverse effect upon the functioning of the Corporation.

~~(b) The term "Physical Emergency" means any circumstance which has, or threatens to have, a severe, adverse effect upon the physical functions of the Corporation including, but not limited to, fire or other casualty, bomb threats, substantial inclement weather, power failures, communication breakdowns, transportation breakdowns and computer malfunctions, backlog or delay in clearing or in the processing of data related to clearing, trading system breakdown or any other similar events.~~

~~**Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a) and (b)].**~~

~~ARTICLE~~Article VIII
Miscellaneous

Section 8.1. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board.

Section 8.2. Seal

The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal" and "New York". If and when so directed by the Board or the President, a duplicate of the seal may be kept and used by the Corporation. The seal may be used by causing it or a facsimile thereof to be affixed or impressed or reproduced in any other manner.

Section 8.3. Obligations

All contracts, checks, notes and other evidences of indebtedness of the Corporation, and all other instruments and documents delivered on behalf of the Corporation, shall be signed by such officers of the Corporation or by such other person or persons as may be authorized by the Board.

Section 8.4. Amendment and Repeal

These By-Laws may be amended or repealed, and any other By-Laws may be adopted, amended or repealed, by the vote of a majority of the shares at the time entitled to vote in the election of any directors. These By-Laws may also be amended or repealed, and any other By-Laws may be adopted, amended or repealed, by the Board by a vote of not less than two-thirds of all the members of the Board, but any By-Law adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon.

~~**Amended by the Board February 3, 2009; effective February 12, 2009.**~~

Section 8.5. Governing Law

These By-Laws, the Rules, the clearing member agreement and all rights and obligations under the foregoing (including the creation of security interests in margin and guaranty fund deposits), shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the conflict of law provisions thereof.

~~**Adopted by the Board December 3, 2014; effective January 2, 2015.**~~

ICE CLEAR ~~U.S.~~ US, INC.
RULES

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ICE CLEAR ~~U.S.~~®US, INC.

Rules

Part 1
General Provisions

Rule 101. Definitions

Unless the context otherwise clearly requires, all terms defined in the By-Laws shall have the same meanings when used in these Rules, and in addition the following terms shall have the following meanings when used in these Rules:

Act

The ~~term "Act" means the~~ Commodity Exchange Act, as in effect from time to time.

~~The term "~~**Approved Financial Institution**~~" means a~~

A bank, trust company or other institution designated as such by the Board pursuant to Rule 501.

~~The term "~~**Approved Foreign Currency**~~" means any~~

Any currency other than the U.S. dollar which is deliverable under any Contract or which is approved by the Board for any purpose under the By-Laws or these Rules.

Assessment Amount

The ~~term "Arbitrage Bank" shall have the~~ meaning set forth in Rule ~~210~~302.

Bank Holiday

~~The term "Bank Holiday" means any~~Any day when banks in the State of New York generally are closed, as determined by the Corporation.

By-Laws

The ~~term "By-Laws" means the~~ by-laws of the Corporation, and the interpretations, resolutions, orders and directives of the Board thereunder, as in effect from time to time.

Capital

"Net capital" computed in accordance with Commission Regulation 1.17, except that unsecured receivables from any bank organized under the laws of the United States or of any state shall be included as current assets, so long as such receivables are outstanding no longer than 30 days from the date they are accrued. For purposes of Rule 301 and Rule 302, the Capital of any Clearing Member shall be computed as of the date of either (a) the most recent financial reports provided by such Clearing Member to the Corporation in accordance with these By-Laws and the Rules, or (b) such Clearing Member's latest audited financial statements, whichever is as of the more recent date.

~~The term "~~**Compensated Deposit Account**~~" means an~~

An interest-bearing or otherwise compensated deposit account maintained by the Corporation at an Approved Financial Institution that has been approved by the Board for the deposit of ~~original~~initial margin and that satisfies any applicable requirements under the Act and the Commission Regulations.

Cross Margining Clearing Organization

A clearing organization that has entered into a cross-margining agreement with the Corporation.

Cross Margining Program

Any program established under a cross margining agreement between the Corporation and one or more Cross Margining Clearing Organizations pursuant to which Clearing Members receive Cross Margining treatment.

Customer

The ~~term "customer" has the~~ meaning set forth in Commission Regulation 1.3, as in effect from time to time.

Defaulted Obligation

The meaning set forth in Rule 302.

Defaulting Clearing Member

The meaning set forth in Rule 302.

Deliverer

The Clearing Member, whether acting for itself or for any other Person, that is the seller under any futures contract.

~~The term "~~**Designated Enforcement Staff**~~" means the~~

The enforcement staff of the Exchange to which the Corporation has referred the investigation or settlement of, or the prosecution of disciplinary proceedings in connection with, any potential violation of the By-Laws and Rules, pursuant to Part 9 of the Rules.

Emergency

The meaning set forth in Rule 708.

Event of Default

The ~~term "Events of Default" shall have the~~ meaning set forth in Rule 801.

Exchange member

~~The term "Exchange member" means a~~A member of, and any person enjoying membership privileges on, an Exchange.

~~The terms "~~**Exchange rules,**~~" "~~ **rules of the Listing Exchange**~~"~~ **and** ~~"~~**rules of an Exchange**~~" mean the~~

The certificate of incorporation, by-laws, rules, regulations, resolutions, orders, directives and procedures of such Exchange, and any interpretations thereof duly adopted by such Exchange, as in effect from time to time.

Financial Emergency

~~The term "Financial Emergency" means, with~~With respect to any Clearing Member, any situation in which the financial or operational condition of such Clearing Member is not adequate for such Clearing Member to meet its obligations (including without limitation its obligations to comply with the By-Laws or these Rules) or to engage in business, or is such that it would not be in the best interests of the Corporation or the marketplace for such Clearing Member to continue in business.

Government Security

~~The term "Government" means a~~A security which is a direct obligation of the United States government.

Guaranty Fund

The meaning set forth in Rule 301.

Guaranty Fund Deposit Requirement

The meaning set forth in Rule 301.

Monetary Default

The meaning set forth in Rule 302.

Order for Relief

The ~~term "Order for Relief" means the~~ filing of a petition in bankruptcy in a voluntary case and the adjudication of bankruptcy in an involuntary case.

Physical Emergency

The meaning set forth in Rule 708.

~~The term "~~**Qualified Financial Institution**~~" means a~~

A bank, trust company or other institution with access to the Fedwire system operated by the US Federal Reserve Bank that a Clearing Member may designate to the Corporation from time to time for the purposes of forwarding only US Dollar Denominated funds to the Corporation.

Receiver

The Clearing Member, whether acting for itself or for any other Person, that is the buyer under any futures contract.

Settlement Premium

The ~~term "Settlement Premium" shall mean the~~ settlement premium for any option determined in accordance with Rule 502A.

~~The term "Settlement Price" shall mean the settlement price for any Contract (other than an option) as determined in accordance with the rules of the Listing Exchange of such Contract; except that if on any day a Contract shall cease trading because of price limits on such Contract set by the Listing Exchange, then, for the purposes of establishing original and variation margin, the Corporation may treat as the Settlement Price for such Contract on such day a synthetic price determined by the Corporation, or by the Exchange and accepted by the Corporation, as reflecting the fair market value of such Contract as of the close of trading in such Contract on such day.~~

~~**Amended by the Board December 8, 2003; effective on December 16, 2003 [def. of Settlement Price].**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [def. of Compensated Deposit Account and Events of Default].**~~

~~**Amended by the Board July 10, 2006; effective July 17, 2006 [def. of Settlement Premium and Settlement Price]**~~

~~**Amended by the Board December 3, 2014; effective January 2, 2015.**~~

Settlement Price

For any trading day for any Contract shall mean the settlement price thereof determined as follows: (i) on such trading day, the relevant Listing Exchange, at such time and in such manner as the Listing Exchange and the Corporation shall agree, shall notify the Corporation of the settlement price as determined by such Listing Exchange (the "Exchange Settlement Price"); (ii) the Corporation shall adopt the Exchange Settlement Price as the basis for determining the Settlement Price, except if clause (iii) applies; and (iii) if the Corporation determines that the Exchange Settlement Price is manifestly erroneous or is inconsistent with the Rules or the Rules of the Exchange, or otherwise determines that the Exchange Settlement Price does not reasonably reflect the value or price of the Contract, the Corporation shall determine fair market value or price of the Contract, which shall be the Settlement Price for such day, using its best efforts to consult with the Listing Exchange.

Withdrawal Deposit

The meaning set forth in Rule 212.

Withdrawing Clearing Member

A Clearing Member that has notified the Corporation pursuant to the Rules of its intention to terminate its status as a Clearing Member or who has been notified by the Corporation pursuant to the By-Laws or these Rules of termination of its status as a Clearing Member.

Rule 102. Extension or Waiver of Rules

(a) The time fixed by the Rules for the doing of any act or acts may be extended, or the doing of any act or acts required by the Rules may be waived, by the Board whenever, in its judgment, such extension or waiver is necessary or in the best interests of the Corporation.

(b) The time fixed by the Rules for filing any report or other document, for submitting any information or for making deposits or payments of ~~original~~initial margin, variation margin or premiums may be extended by the President whenever, in his or her judgment, such extension is necessary or in the best interests of the Corporation. A written report of any such extension, stating the pertinent facts and the reason such extension was deemed necessary or expedient, shall be presented to the Board at its next regular meeting. Any such extension may continue in effect after the event or events giving rise thereto; provided, however, that the time fixed for making deposits or payments of ~~original~~initial margin, variation margin or premiums shall not be extended beyond two hours after the time such deposit or payment is due, and no other extension shall continue in effect for more than sixty calendar days, unless in either case it is approved by the Board within such period.

Rule 103. Action by the Corporation

Except as otherwise specifically provided in the By-Laws or Rules, any action permitted or required by the By-Laws or Rules to be taken by the Corporation may be taken by the Board, the Chairman, the President or any other officer to whom authority has been delegated by the Board, the Chairman or the President.

Rule 104. Headings

The headings of the various Rules appear for convenience only and shall not affect the meaning of the language contained in the Rules.

Rule 105. ~~Confidential Treatment of Information~~Notices to Clearing Members

~~(a) All information received by the Corporation concerning past or current positions carried by the Corporation or any other clearing organization for a Clearing Member or an Affiliated Person of such Clearing Member, or concerning margin payments between the Corporation or any other clearing organization and a Clearing Member or an Affiliated Person of such Clearing Member, or concerning deliveries made by or to a Clearing Member or an Affiliated Person of such Clearing Member, and any financial statements filed with the Corporation by any Clearing Member (collectively, "Member Trade Information"), shall be held in confidence by the Corporation and shall not be made known to any other person except as follows:~~

~~(i) With the written consent of the Clearing Member involved;~~

~~(ii) To the Commission or the United States Department of Justice pursuant to the requirements of the Act or any Commission Regulation;~~

~~(iii) Pursuant to a subpoena issued by or on behalf of any person, or in the Corporation's discretion, pursuant to a written request from the Congress of the United States, any committee or subcommittee thereof, the General Accounting Office, or any department or agency of the United States, the State of New York or the City of New York;~~

~~(iv) Pursuant to an order issued by a court having jurisdiction over the Corporation;~~

~~(v) To an Exchange of which such Clearing Member is a member for audit, compliance or market surveillance purposes; provided that the information so furnished to any Exchange shall be limited to positions, margin payments and deliveries relating to Contracts on that Exchange; and provided further that the furnishing of any such information shall be subject to such terms and conditions as the Board, from time to time, may deem appropriate;~~

~~(vi) To another clearing organization, exchange or other trading facility or trade repository with which the Corporation has an information sharing agreement which provides restrictions on the use and disclosure of the information, as deemed appropriate by the Corporation;~~

(vii) To any person in the business of providing data processing or similar services for the purpose of performing computations or analysis, or of preparing reports or records, for the Corporation, subject to such terms and conditions as the Board, from time to time, may deem appropriate;

(viii) To counsel for the Corporation;

(ix) To the regulatory authority of any foreign jurisdiction in which the Corporation has been approved to conduct business, to the extent that the consent of the Corporation to make such disclosure was a condition of such approval; or

(x) To any other person if, to the extent and pursuant to such terms and conditions as the Board, from time to time, may deem appropriate.

If information concerning one or more named Clearing Members or an Affiliated Person of such Clearing Member is requested pursuant to subparagraphs (iii) or (iv) above, the Corporation shall so notify each such Clearing Member prior to furnishing such information, unless in the judgment of the Corporation it would be contrary to the best interests of the Corporation to do so.

The Corporation may, to the extent permitted by law, require reimbursement from the person seeking such information for any out-of-pocket expenses incurred by the Corporation (including, but not limited to, compensation of Corporation personnel) in obtaining and making available information pursuant to this Rule 105.

(b) With respect to any Confidential Information, such information shall be held in confidence by the applicable Recipient, and the Recipient agrees that such Confidential Information will be used solely for its business purposes and may not be disclosed to any other person or used for any other purpose except as set forth in this paragraph (b). As used herein, "Confidential Information" means all business, financial, strategic and technical information and materials (including, without limitation, transaction data, position data, the identity of actual or potential business partners or investors, e-business opportunities and each party's potential interest therein, designs, analyses, reports, business methods and processes, business models and plans, customer and market information, and computer hardware and software systems, applications, program listings, licenses, manuals and documentation) owned by or in possession of a Clearing Member (or an Affiliated Person of a Clearing Member) or the Corporation, as applicable, on the one hand (the "Disclosing Party"), and communicated or delivered to the Corporation or a Clearing Member (or an Affiliated Person of a Clearing Member), respectively, on the other hand (the "Recipient"). Notwithstanding the foregoing, "Confidential Information" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the Recipient, (ii) was or becomes available to the Recipient on a non-confidential basis from a source that (to the best of the Recipient's knowledge) is not and was not prohibited from disclosing such information to the Recipient by a contractual, legal or fiduciary obligation, (iii) was known to the Recipient on a non-confidential basis prior to its disclosure by the Disclosing Party, or (iv) is developed by the Recipient or on its behalf without reliance on information furnished to the Recipient by the Disclosing Party. In addition, this paragraph (b) shall not apply to Member Trade Information, which shall instead be subject to paragraph (a) above. Where an Affiliated Person of a Clearing Member is the Recipient, such Clearing Member shall cause such Affiliated Person to comply with the obligations applicable to such Affiliated Person as Recipient under this Rule 105(b).

Notwithstanding the foregoing, a Recipient may disclose Confidential Information that is subject to this paragraph (b) as follows:

(i) With the written consent of the Disclosing Party;

(ii) To the Commission or the United States Department of Justice pursuant to the requirements of the Act or any Commission Regulation, or as otherwise required by law;

(iii) Pursuant to a subpoena issued by or on behalf of any person, or as otherwise required by or pursuant to a written request from the Congress of the United States, any committee or subcommittee thereof, the General Accounting Office, or any department or agency of the United States, the State of New York or the City of New York, or any other U.S. federal or state or foreign regulatory authority having jurisdiction over the Disclosing Party or the Recipient;

(iv) Pursuant to an order issued by a court having jurisdiction over the Disclosing Party or the Recipient;

(v) To counsel and professional advisers for the Recipient.

Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (h)].

Amended by the Board January 30, 2014; effective February 15, 2014.

Amended by the Board October 15, 2015; effective October 30, 2015 [¶¶ (a) through (b)(v)].

Rule 106. Employee Disclosures

No employee of the Corporation may disclose to any other person any material non-public information obtained as a result of employment by the Corporation; provided, however, that this Rule 106 shall not prohibit disclosures made by such an employee:

(i) in the course of such employee's duties, or

(ii) as permitted under Rule 105.

Rule 107. Trading Prohibition

(a) An employee of the Corporation shall not trade, directly or indirectly, any commodity interest cleared by the Corporation or any related commodity interest, or any commodity interest cleared by any other commodities clearing organization where the employee of the Corporation has access to material non-public information concerning such commodity interest.

(b) From time to time, the Corporation may adopt policies and procedures which set forth circumstances under which exemptions from the trading prohibition contained in Rule 107(a) will be granted. The effectiveness of such policies and procedures, and the administration of any exemptions, shall be governed by applicable law and regulations.

(c) Terms used in this Rule 107 shall have the meanings set forth in Commission Regulation 1.59(a).

(d) If the President (or, in the case of the President, the Board), in his (or its) sole discretion, finds that any employee has committed a violation of this Rule 107, such employee shall be subject to such sanctions, including but not limited to demotion, suspension or discharge, as the President (or, in the case of the President, the Board), in his (or its) sole discretion, deems appropriate.

Amended by the Board October 15, 2015; effective October 30, 2015 [¶¶ (b) through (d)].

Rule 108. Improper Use or Disclosure of Material, Non-Public Information by Board Member or Committee Member

(a) No member of the Board or any committee established by the Corporation shall use or disclose, for any purpose other than the performance of such person's official duties as a member of the Board or such committee, any material non-public information obtained by such person as a result of such person's participation on the Board or on any such committee; provided, however, that if any such person who effects any transactions after having received any such material, non-public information so obtained can show that such transaction was effected in the ordinary course of such person's business, such person shall not be deemed to have used such information in violation of this Rule 108(a), unless it can be shown that such person would not have effected such transaction in the absence of such information.

(b) For the purposes of this Rule 108, the terms "material" and "non-public information" each shall have the meaning set forth in Commission Regulation 1.59(a).

Rule 109. Consent to Disclosure of Certain Information

A person, by becoming a member of the Board or a member of a committee established by the Board, shall be deemed irrevocably to authorize and direct each futures commission merchant at which such person maintains an account to furnish the Corporation with such documents and information relating to such person's trading in futures contracts, securities or options as the Corporation may from time to time request for the purpose of monitoring compliance with Rule 108, and to agree to furnish the Corporation with such information relating to any such trading as the Corporation may from time to time request.

Rule 110. Notices to Clearing Members

The delivery by hand, electronic mail, electronic transmission, telefacsimile or telephone of any notice, order or other communication to a Clearing Member at the address, telefacsimile number orelectronic address, or telephone number last designated by it shall be good and sufficient delivery thereof to such Clearing Member.

Amended by the Board April 11, 2005; effective April 22, 2005.

Rule 111. Conflicts of Interest

(a) *Definitions.* For purposes of this Rule the following definitions shall apply:

(1) The term "disciplinary committee" shall mean any person or committee of persons, or any subcommittee thereof, that is authorized to issue disciplinary charges, to conduct disciplinary proceedings, to settle disciplinary charges, to impose disciplinary sanctions, or to hear appeals thereof in cases involving any violation of the Rules, except in those cases where the person or committee imposes summary action pursuant to Rule 901.

(2) The term "family relationship of a person" shall mean the person's spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law.

(3) The term "Board" shall mean the Board of Directors, and any subcommittee thereof duly authorized to take action or to recommend the taking of action on behalf of the Corporation.

(4) The term "oversight panel" shall mean any panel, or any subcommittee thereof, authorized to recommend or establish policies or procedures with respect to the Corporation's surveillance, compliance, rule enforcement, or disciplinary responsibilities.

(5) The term "member's affiliated firm" shall mean a firm in which the member is an employee or a "principal," as defined in CFTC Regulation 3.1(a).

(6) The term "named party in interest" shall mean a person or entity that is identified by name as a subject of any matter being considered by the Board, a disciplinary committee, or oversight panel.

(7) The term "significant action" shall mean (A) Emergency, as defined in Section 7.5(a) of the By-Laws and (B) any changes in margin levels that are designed to respond to extraordinary market conditions (such as an actual or attempted corner, squeeze, congestion or undue concentration of positions) or that otherwise are likely to have a substantial effect on prices in any Contract cleared by the Corporation; provided, however, that for purposes of clause (B) above, a margin change shall not be deemed likely to have a substantial effect on the price of a Contract cleared by the Corporation if such margin change was made in response to a change in the Settlement Price of any delivery month of such Contract if the amount of such margin change is equal to or less than 15% of the Settlement Price of such delivery month on the previous Business Day.

(b) *Named Party in Interest Conflict*

(i) Prohibition. No member of the Board, a disciplinary committee or oversight panel shall knowingly participate in such body's deliberations or voting in any matter involving a named party in interest where such member (A) is an officer, director or employee of the named party in interest or an Affiliated Person of such named party in interest or (B) has any other significant, ongoing business relationship with a named party in interest or an Affiliated Person of such named party in interest. No member shall automatically be deemed to have a significant ongoing business relationship with a named party in interest solely by virtue of being an officer, director or employee of a Clearing Member or Affiliated Person of such a Clearing Member that executes trades opposite, clears Contracts for, carries Contracts with, the named party in interest or an Affiliated Person of such named party in interest.

(ii) Disclosure. Prior to consideration of any matter involving a named party in interest, each member of the deliberating body shall disclose to the President or his designee whether such member has one of the relationships listed in paragraph (b)(i) of this Rule with a named party in interest.

(iii) Procedure and Determination. Exchange staff shall determine whether any member is subject to a conflicts restriction under this paragraph (b). Such determination shall be based upon a review of the following information:

(A) information provided by the member pursuant to paragraph (b)(ii), above, and

(B) any other source of information that is held by and reasonably available to the Exchange.

(c) *Financial Interest in a Significant Action Conflict*

(i) Prohibition. No member of the Board, a disciplinary committee or oversight panel shall participate in such body's deliberations and voting on any Significant Action if such member knowingly has a direct and substantial financial interest in the result of the vote based upon either Exchange or non-Exchange positions that could reasonably be expected to be affected by the Significant Action under consideration, as determined pursuant to this Rule.

(ii) Disclosure. Prior to consideration of any Significant Action, each member of the deliberating body who does not choose to abstain from deliberations and voting shall disclose to the President or his designee position information, that is known to such member, with respect to any particular month or months that are under consideration, and any other positions which the deliberating body reasonably expects could be affected by the Significant Action, as follows:

(A) gross positions held at the Exchange in the member's personal accounts or "controlled accounts," as defined in CFTC Regulation 1.3(j);

(B) gross positions held at the Exchange in proprietary accounts, as defined in CFTC Regulation 1.17(b)(3), at the member's affiliated firm;

(C) gross positions held at the Exchange in accounts in which the member is a principal, as defined in CFTC Regulation 3.1(a);

(D) net positions held at the Exchange in "customer" accounts, as defined in CFTC Regulation 1.17(b)(2), at the member's affiliated firm; and

(E) any other types of positions, whether maintained at the Exchange or elsewhere, held in the member's personal accounts or the proprietary accounts of the member's affiliated firm, that the Corporation reasonably expects could be affected by the Significant Action.

(iii) Procedure and Determination. Corporation staff shall determine whether any member is subject to a conflicts restriction under this paragraph (c) based upon a review of the most recent large trader reports and clearing records available to the Corporation, information provided by the member with respect to positions pursuant to paragraph (c)(ii) of this Rule and any other source of information that is held by and reasonably available to the Corporation, taking into consideration the exigency of the significant action being contemplated. Unless the deliberating body establishes a lower position level, a member shall be subject to the conflict restriction in paragraph (c)(i) of this Rule if the staff's review identifies a position in the member's personal or controlled accounts or accounts in which the member is a principal as specified in paragraphs (c)(ii)(A), (C) and (E), in excess of 10 lots, or a position in the accounts of the member's affiliated firm as specified in paragraphs (c)(ii)(B), (D) and (E), in excess of 100 lots.

(iv) Deliberation Exemption. Any member of the Board, a disciplinary committee or oversight panel who would otherwise be required to abstain from deliberations and voting pursuant to paragraph (c) hereof may participate in deliberations, but not voting, if the deliberating body, after considering the factors specified below, determines that such participation would be consistent with the public interest; provided, however, that before reaching any such determination the deliberating body shall fully consider the position information specified in paragraph (c)(ii), above, which is the basis for such member's substantial financial interest in the significant action that is being contemplated. In making its determination, the deliberating body shall consider:

(A) whether the member's participation in deliberations is necessary to achieve a quorum; and

(B) whether the member has unique or special expertise, knowledge or experience in the matter being considered.

(v) Documentation. The minutes of any meeting to which the conflicts determination procedures set forth in this Rule apply, shall reflect the following information:

(A) the names of all members who attended the meeting in person or who otherwise were present by electronic means;

(B) the name of any member who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and

(C) information on the position information that was reviewed for each member.

~~**Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a)(3), (4), (5), (6) and (7), (b)(i), (c)(i), (ii) and (E), and (iii)].**~~

~~ICE CLEAR U.S.®, INC. RULES~~

Part 2
Clearing Membership

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Rule 201. Clearing Membership

(a) Only Clearing Members shall be entitled to clear Contracts with the Corporation, except that, if the Board so determines, the Corporation may clear contracts, options or other instruments for members of any other clearing organization (including in connection with the linkage of an Exchange with another board of trade, exchange or market which is not an Exchange). Each Clearing Member shall have the privilege of clearing with the Corporation all Contracts traded on or subject to the rules of each Exchange of which it is a member or member firm and any other Contracts authorized to be cleared by it by the Corporation, whether for a customer or ~~proprietary~~house account, as specified in paragraph (b) of this ~~Section 5.1~~Rule 201.

(b) Each Clearing Member shall have the privileges, rights and obligations provided for in and pursuant to ~~these~~the By-Laws and ~~the~~these Rules. Such privileges, rights and obligations may be terminated or altered in any respect at any time as provided in ~~these~~the By-Laws or ~~the~~these Rules.

~~Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (b)].~~

~~Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (b)].~~

~~Section 5.2~~Rule 202. Eligibility Requirements

To become and remain a Clearing Member and to have the privilege of clearing Contracts effected on or subject to the rules of one or more Exchanges, a Person must:

(a) Be an Entity that is a member firm of such Exchange or Exchanges and satisfy the clearing member requirements set forth in ~~these~~the By-laws and ~~the~~these Rules of the Corporation;

(b) Have one person, satisfactory to the Corporation, who is (i) a director, general partner, trustee or officer (or person occupying a similar status or performing similar functions), (ii) responsible for the clearing operations of such Person and (iii) authorized to act on behalf of such Person in all transactions with or involving the Corporation, and have a second person who meets the requirements of ~~this subsection 5.2~~subparagraph (b)(i) of this Rule 202 and who is authorized to act on behalf of such Person in all transactions with or involving the Corporation in the event of death, incompetence or other inability of the first person to so act;

(c) Have Capital of at least $5,000,000;

(d) Have, in the judgment of the Board, such qualities of financial responsibility, operational capacity, experience, business integrity, reputation and competence as the

Board, in its discretion, may consider necessary or appropriate to be a Clearing Member; and

(e) If an Entity which is subject to Control by any other Person or Persons, have on file with the Corporation a ~~Guaranty~~guarantee in such form as the Corporation may prescribe from such other Person or from one or more of such other Persons (as the Corporation may specify) unconditionally guaranteeing payment of all amounts owing by such Entity under or in connection with any ~~proprietary~~house account carried by the Corporation for such entity; provided, however, that the Board may, for good cause shown, waive or modify the requirements of this paragraph (e) with respect to any such Entity. Notwithstanding the foregoing, the Board shall not waive the ~~Guaranty~~guarantee requirement for any Entity that has chosen one (1) or more of its ~~Affiliates~~Affiliated Persons as the Approved Financial Institution to maintain its ~~original~~initial margin accounts or for any other purpose pursuant to the Rules of the Corporation.

(f) Notwithstanding the provisions of paragraphs (a) through (e) of this Rule 202, only those Clearing Members that have demonstrated the operational capacity to measure and manage the risks associated with over-the-counter instruments shall be approved by the Corporation to clear and carry positions in such instruments.

~~**Amended by the Board February 7, 2000; effective March 14, 2000 [Par. (a) to extend time to 2001].**~~

~~**Amended by the NYCC Board; effective November 10, 2000.**~~

~~**Amended by the NYCC Board November 6, 2000; effective December 19, 2000.**~~

~~**Amended by the NYCC Board February 12, 2001; effective immediately.**~~

~~**Amended by the NYCC Board June 7, 2004; effective June 25, 2004 [¶¶(a) and (b)].**~~

~~**Amended by the NYCC Board July 12, 2004; effective August 18, 2004 [¶¶(a) and (b)].**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a), (d) and (e)].**~~

~~**Amended by the Board February 6, 2006; effective March 13, 2006 [¶ (e)].**~~

~~**Amended by the Board December 11, 2006; effective January 12, 2007 [¶ (a)].**~~

~~**Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (c)].**~~

~~**Amended by the Board September 11, 2007; effective February 13, 2009 [¶ (f)].**~~

~~**Amended by the Board June 21, 2011; effective June 28, 2011 [¶ (a)].**~~

~~**Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (e)].**~~

~~Section 5.3. Procedure~~Rule 203. Procedures for Becoming a Clearing Member

(a) Any Person desiring to become a Clearing Member must file an application with the Corporation in such form as the Corporation may prescribe, shall furnish such documents and information as the Corporation may request and shall pay such application fee as the Board may prescribe. The filing of any such application, documents and information, and the action by the Corporation with respect thereto, shall be as provided in ~~the~~these Rules.

(b) The Board shall have final authority to grant or deny an application to become a Clearing Member and shall deny the application of any Person which does not meet the eligibility requirements set forth in ~~Section 5.2~~Rule 202; provided, however, that if the Board proposes to deny any such application, it shall so notify the applicant in writing, setting forth the grounds upon which the Board proposes to deny such application, and

the applicant, upon written request made within ten days after the date of receipt of such notification, shall be entitled to a hearing before the Board. Any such hearing shall be conducted pursuant to rules and procedures adopted by the Board which, in the judgment of the Board, are sufficient to give such applicant an opportunity fully and fairly to present to the Board the applicant's reasons why the application should be granted.

(c) If the Board grants an application to become a Clearing Member, the Corporation shall promptly give the applicant written notice thereof, specifying each Exchange whose Contracts the applicant is entitled to clear. Such applicant shall become a Clearing Member at such time as the Applicant has (i) deposited such amount in the Guaranty Fund as may be required pursuant to ~~Section 5.4 of these By-Laws~~Rule 301, and (ii) filed with the Corporation such agreements, undertakings and documents as the Corporation may require; provided, however, that if such applicant has not complied with the foregoing provisions within 30 days after the applicant was given written notice of approval of its application, the application shall be deemed to have been withdrawn.

(d) If, in accordance with paragraph (b) of this ~~Section 5.3~~Rule 203, the Board denies an application to become a Clearing Member, the Corporation shall give the applicant written notice of the Board's decision, setting forth the grounds therefor, and such decision shall be the final action of the Corporation.

~~ICE CLEAR U.S.®, INC.~~

~~Part 2~~

~~Clearing Membership~~

Rule ~~201~~204. Obligations of Clearing Members

A Clearing Member shall:

(a) At all times maintain an office to which all notices, orders and other communications from the Corporation may be transmitted or delivered. Such office shall be:

(i) at a location satisfactory to the Board,

(ii) kept open during normal business hours,

(iii) staffed on a full time basis by a general partner or officer of such Clearing Member who has been authorized and empowered by the Clearing Member to take any and all action with respect to such Clearing Member's positions with the Corporation, including but not limited to satisfying margin calls, paying option premiums, issuing and receiving delivery notices and furnishing reports and information, and

(iv) under the direct supervision and responsibility of an executive officer of such Clearing Member, who need not be physically located at such office.

(b) File with the Corporation such information regarding its shareholders, partners, members, officers, directors, management personnel and Affiliated Persons as the Corporation may require.

(c) Furnish the Corporation with such other information regarding the ownership, Control or management of such Clearing Member as the Corporation may request.

(d) Notify the Corporation in writing prior to any change of Control in the Clearing Member, and not effectuate any change of Control without the prior approval of the Corporation.

(e) Notify the Corporation promptly in writing of any change (other than a change of Control, which shall be subject to paragraph (d)) which would cause a statement furnished pursuant to paragraphs (b) and (c) of this Rule ~~201~~204 to be inaccurate or incomplete.

(f) Establish and maintain accounts at an Approved Financial Institution for the deposit of funds (including without limitation Approved Foreign Currencies) and securities required to be transmitted to and from such Clearing Member pursuant to the By-Laws and these Rules, and to enter into arrangements with such Approved Financial Institution, and if applicable such Qualified Financial Institution, satisfactory to the Corporation for the transfer by wire or other means of funds and securities into and out of such accounts (separately for any customer and ~~proprietary~~house accounts) on the order of the Corporation.

(g) Maintain such operational capability, including without limitation having such equipment, facilities and personnel, as in the judgment of the Corporation are necessary and desirable in order properly to perform the function of clearing Contracts with the Corporation and to comply with all of the obligations of the Clearing Member pursuant to the By-Laws and these Rules.

(h) Maintain as appropriate for the nature of its business, risk management policies, procedures and systems reasonably sufficient in the judgment of the Clearing Member to monitor and control financial and operational risks from accounts cleared by it. Such written risk management policies, procedures and systems shall be made available to the Commission upon request.

(i) Timely comply with all provisions of any agreements entered into by such Clearing Member with the Corporation.

(j) Otherwise timely comply with all provisions of the By-Laws and these Rules.

(k) Timely comply with all provisions of any Cross Margining Program.

~~**Amended by the Board April and May 1999; effective January 2000.**~~

~~**Amended by the NYCC Board; effective November 10, 2000.**~~

~~**Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (h)].**~~

~~**Amended by the Board December 3, 2014; effective January 2, 2015 [¶ (f)].**~~

Rule ~~202~~205. Reports to Clearing Members

Each Clearing Member shall immediately (a) review every communication delivered to such Clearing Member by the Corporation and (b) report to the Corporation any error in any such communication.

Rule ~~203~~206. Effectiveness of Termination of Authority

Any power of attorney or other authorization to transact business with the Corporation given by a Clearing Member to any person shall remain in effect until a written notice of change ~~pursuant to Rule 201(d)~~ has been received by the Corporation.

Rule ~~204~~207. Receipt of ~~Documents~~Electronic Communications

Every Clearing Member shall regularly monitor its electronic communication facilities during the course of each Business Day for receipt of communications from the Corporation.

~~Amended by the Board April 11, 2005; effective April 22, 2005.~~

Rule ~~205~~208. Documents, Materials and Communications Submitted to the Corporation

(a) All reports, documents, papers, statements, notices, checks, and other communications or other materials required or permitted by the Rules to be submitted to the Corporation, except as may otherwise be specifically prescribed by the Rules, shall be delivered to the Corporation or its designated agent at such times, in such form and in such manner as the Corporation shall require. Each item delivered to the Corporation shall specify the identity of the Clearing Member making such delivery.

(b) When a check tendered to the Corporation, by or on behalf of a Clearing Member, has been certified, or is presented by the Corporation to the bank upon which it is drawn for certification, or is deposited, the Clearing Member shall not be released of its obligation to the Corporation thereby, any statute or rule of law to the contrary notwithstanding; and in the event that such check shall not be collected in full by the Corporation upon presentation thereof in due course, the Clearing Member by or on whose behalf the same was given to the Corporation shall continue to be liable for the amount thereof.

(c) If a wire transfer to the Corporation made by or on behalf of a Clearing Member is reversed or revoked, then, any statute or rule of law to the contrary notwithstanding, the Clearing Member which made such transfer or on whose behalf such transfer was made shall continue to be liable for the amount thereof.

~~Amended by the Board April 11, 2005; effective April 22, 2005.~~

Rule ~~206~~209. Records and Information

(a) Each Clearing Member shall keep accurate records showing the details of each Contract offered for clearing by or on behalf of such Clearing Member and such other information, in such form, as shall be required by the Corporation from time to time.

(b) All records required under the Rules shall be retained for the time, and in the manner, specified by Commission Regulations with respect to records required to be kept by the Act and Commission Regulations.

(c) Each Clearing Member shall permit representatives of the Corporation to inspect or take temporary possession of such Clearing Member's books and records at any time upon demand, and shall furnish the Corporation with all information requested at any time in respect of the Clearing Member's business and Contracts as the Corporation or its officers may require, including without limitation, information regarding all accounts or any specific account carried by such Clearing Member.

Rule ~~207~~210. False Information

No Clearing Member shall furnish any false, inaccurate or misleading information to the Corporation or accept any money or securities on the basis of any report or other information known by the Clearing Member to be incorrect.

Rule ~~208~~211. Obligations of Suspended Clearing Member

A Clearing Member which has been suspended shall, during the term of such suspension and thereafter, remain and continue to be:

(a) subject to and bound by the By-Laws, these Rules and any agreements between such Clearing Member and the Corporation;

(b) obligated to pay all fees, fines, assessments or other charges imposed by the Corporation; and

(c) liable to the Corporation and to all other Clearing Members for all other obligations arising under Contracts cleared and all obligations incurred before, during or after such suspension, including but not limited to obligations to deposit and pay ~~original~~initial margin, variation margin and option premiums.

Rule 212. Withdrawal of Clearing Members

(a) The following terms will have the indicated meanings:

Withdrawal Close-Out Deadline Date

(i) Unless clause (ii) or (iii) applies, in respect of the termination of Clearing Member status of a Clearing Member, the date falling 30 Business Days after the Withdrawal Notice Time (or, if the Corporation has terminated the Clearing Member's status, the date so designated by the Corporation); (ii) in respect of termination of clearing membership under paragraph (d) of Rule 303, the date falling 20+x Business Days after the Withdrawal Notice Time where x= the total number of unexpired Business Days in the Cooling-off Termination Period; or (iii) notwithstanding (i) and (ii), in any case, such later date as the Corporation may at its discretion permit and notify in writing to the affected Clearing Member.

Withdrawal Date

In respect of the termination of Clearing Member status for a Withdrawing Clearing Member, the later of (i) where applicable, the Withdrawal Close-Out Deadline Date and (ii) the date as of which all of the Withdrawing Clearing Member's open positions in respect of its house and customer accounts have been terminated or closed out in full and all obligations of the Withdrawing Clearing Member in respect thereof have been satisfied and performed in full.

Withdrawal Notice Time

The time of service by a Clearing Member of a Withdrawal Notice.

Withdrawal Notice

A notice served by the Clearing Member on the Corporation under the Rules indicating that such Clearing Member intends to withdraw from being a Clearing Member (and thereby becomes a Withdrawing Clearing Member).

(b) A Clearing Member that has delivered a Withdrawal Notice (including under paragraph (d) of Rule 303) or (if so designated by the Corporation) that is otherwise terminated is subject to the following requirements, obligations and provisions:

(i) it must use all reasonable endeavors to close out all of its open positions prior to the Withdrawal Close-Out Deadline Date;

(ii) if it closes out all of its open positions prior to the Withdrawal Close-Out Deadline Date and complies with the other requirements of this Rule 212, it shall maintain the benefit of the protections set out in paragraph (c) of Rule 303, if then applicable, and such provisions shall continue in effect for such Clearing Member following the end of the Cooling-off Period;

(iii) after the Withdrawal Notice Time, it shall only be entitled to submit transactions for clearing which it can demonstrate have the overall effect of reducing open positions in any Contracts or risks to the Corporation associated with the Contracts, whether by hedging, novating, transferring, terminating, liquidating or otherwise closing out such Contracts;

(iv) the Corporation may call for additional initial margin until such time as all of its open positions have been terminated, and such Clearing Member shall provide such additional initial margin to the Corporation as is requested in a timely manner;

(v) except as provided in clause (vi) below, there shall be no rebalancing, re-setting or recalculation of the Guaranty Fund Deposit Requirement or the total required amount of Replenishments or Assessments of the Clearing Member that has served a Withdrawal Notice;

(vi) if it has any open positions with the Corporation (whether customer or house positions) after the Withdrawal Close-Out Deadline Date (and notwithstanding any provision in this Part 2 of the Rules to the contrary), the Clearing Member shall as from the Withdrawal Close-Out Deadline Date until its Withdrawal Date:

(A) become liable to make any Replenishments or Assessments that would have fallen due but has not been paid and become liable to have applied any contribution to the Guaranty Fund that would have been applied but was not so applied, in each case to the extent that the same would have been payable or applied but for its service of a Withdrawal Notice and in each case in respect of any Monetary Default affecting a Clearing Member that has occurred subsequent to the Withdrawal Notice Time;

(B) become liable for further obligations to have any contributions to the Guaranty Fund applied or pay Assessments in the same way as any other Clearing Member in respect of any Monetary Default occurring prior to the Withdrawal Date; and

(C) be subject to the Corporation exercising rights under Part 8 of the Rules to liquidate or transfer the open positions of the Clearing Member and otherwise deal with the Clearing Member's Contracts and property in the same way as if the Clearing Member were a Defaulting Clearing Member.

(vii) following termination of all open positions to which a Withdrawing Clearing Member was party in relation to its house and customer accounts and satisfaction in full by such Withdrawing Clearing Member of all obligations in respect thereof, the Corporation shall return the Withdrawing Clearing Member’s unused contributions to the Guaranty Fund and any unused Withdrawal Deposit, as well as any other assets of the Withdrawing Clearing Member not previously returned on the date that is 60 days after the Withdrawing Clearing Member’s Withdrawal Date, or such earlier date as is determined by the Corporation.

Notwithstanding anything in these Rules or the By-Laws:

(1) the Corporation may at its discretion return amounts due to the Withdrawing Clearing Member in different currencies or by way of transfer or return of non-cash margin to the Withdrawing Clearing Member;

(2) the Corporation may further pay any net amount payable to the Withdrawing Clearing Member in different amounts denominated in different currencies and is not required to pay a single sum in one currency; and

(3) the Corporation may make partial payment of any amounts due excluding the Guaranty Fund contribution prior to the time specified in this Rule 212; and

(c) If:

(i) a Clearing Member has served a Withdrawal Notice under paragraph (d) of Rule 303; and

(ii) there is a Monetary Default or are Monetary Defaults before the relevant Withdrawal Date, then the Clearing Member in question shall remain liable for the application of any then unapplied Guaranty Fund contributions and unapplied Assessments (including those paid or which the Clearing Member is liable to pay) for all such Monetary Defaults (as if all such Monetary Defaults had been declared by the Corporation prior to the Withdrawal Notice Time), subject to the general limits relating to particular Monetary Defaults and all Monetary Defaults referred to in Rule 302, Rule 303 and Rule 212.

(d) Any Withdrawal Notice issued by a Clearing Member shall be irrevocable by the Clearing Member and membership may only be reinstated pursuant to a new application for membership following the close-out of all its open Contracts.

(e) A Clearing Member whose membership has terminated shall, following the Withdrawal Date, cease to be liable for Replenishments or Assessments under Rule 301 or Rule 302 in respect of Monetary Defaults that occur after the Withdrawal Date.

(f) This Rule 212 shall not apply to a Defaulting Clearing Member.

(g) In the event of a Financial Emergency (as defined in the Rules), or otherwise at the discretion of the Board, a Clearing Member that gives a Withdrawal Notice (other than during a Cooling-off Termination Period) may be required by the Corporation immediately upon delivery of the Withdrawal Notice to provide Assessments in an amount not to exceed 550% of its Guaranty Fund Deposit Requirement (as in effect immediately prior to the Withdrawal Notice Time), such amounts to be held by the Corporation until the Withdrawal Date and applied only as permitted in accordance with Part 2 of the Rules or Article V of the By-Laws (a "Withdrawal Deposit"). Any references in these Rules or the By-Laws to Assessments being called or to Guaranty Fund Deposit Requirements to the Guaranty Fund being replenished or applied, in respect of a Clearing Member which has provided such a Withdrawal Deposit, shall be interpreted as a reference to such Withdrawal Deposit being applied in satisfaction of such requirements, and a Clearing Member that has served a Withdrawal Notice and made such Withdrawal Deposit shall not be liable for any further Assessments, regardless of how many Monetary Defaults take place (subject to the proviso to paragraph (c) of Rule 303).

Rule ~~209~~213. Termination of Clearing Membership

(a) A Clearing Member shall cease to be a Clearing Member:

(i) Upon the termination of its status as a Clearing Member pursuant to Part 9 of these Rules; or

(ii) If it submits a Withdrawal Notice in accordance with ~~the By-Laws~~Rule 212, upon the satisfaction of its obligations and occurrence of its Withdrawal Date under ~~the By-Laws~~Rule 212.

(b) Intentionally omitted.

(c) Intentionally omitted.

(d) A Person which is a Clearing Member of more than one Exchange may, subject to the satisfaction of the conditions set forth in this Rule ~~209~~213 and the By-Laws, withdraw as a Clearing Member of one or more such Exchanges while remaining as a Clearing Member of any other Exchange.

(e) A Person which for any reason ceases to be a Clearing Member shall remain and continue to be:

(i) subject to any investigations or proceedings pursuant to Part 9 of these Rules of which the Clearing Member receives notice within six months after ceasing to be a Clearing Member;

(ii) obligated to pay all fees, fines or other charges imposed on such Clearing Member by the Corporation, as a result of Contracts cleared or other obligations entered into or incurred prior to the termination of such membership;

(iii) subject to claims against its Guaranty Fund deposit until the Corporation returns such deposit as provided in paragraph (i) of ~~Section 5.4 of the By-Laws~~Rule 301 subject to ~~Sections 5.8 and 5.9 of the By-Laws~~Rule 303 and Rule 212;

(iv) obligated to pay any assessment for which it is responsible, as provided in ~~the By-Laws~~Rule 302; and

(v) obligated to the Corporation and other Clearing Members for all Contracts cleared and all obligations entered into or incurred prior to the termination of such membership.

~~**Amended by the Board on April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶(e)(iii)].**~~

~~**Amended by the Board on October 24, 2013; effective December 31, 2013.**~~

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RULES
Part 3
Financial Requirements

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~~ICE CLEAR U.S.®, INC.~~

~~Part 3~~

~~Financial Requirements~~

Rule ~~301~~214. Reporting

(a) Each Clearing Member shall file with the Corporation:

(i) a financial statement in the form prescribed in paragraph (b) of this Rule ~~301~~214 within 90 days after the end of such Clearing Member's fiscal year, together with a summary description in reasonable detail of the procedures policies and systems referred to in Rule ~~201~~204(h) which were maintained by such Clearing Member during such fiscal year and a financial statement in the form prescribed in paragraph (b) of this Rule within 17 business days after the end of each month of such Clearing Member's fiscal year; and

(ii) a copy of each financial statement, financial report, or notice pursuant to Commission Regulation 1.12, Securities and Exchange Commission Rule 17a-11, FINRA Rule 3070 or similar rules, which it files with the Commission, any Self-Regulatory Organization, any national securities exchange or any clearing organization of which it is a member or member firm, or any other federal regulatory organization having jurisdiction over such Clearing Member, at the same time it files such statement or report with any such body, and if such statement or report is other than a routine periodic statement or report required under the by-laws, rules or regulations of such entity, such copy shall be accompanied by a written statement setting forth (to the extent known) the reasons why such Clearing Member is filing such statement or report.

(b) The financial statements required by subparagraph (a)(i) of this Rule ~~301~~214 shall be in the form adopted by the Commission for use by futures commission merchants (currently Commission Form 1-FR) or FOCUS Report Part II.

The financial statement for the fiscal year of a Clearing Member which is an Entity shall be certified by an independent public accountant, and the monthly financial statements shall be certified by the president, the chief financial officer or a general partner of the Clearing Member. The financial statements of a Clearing Member which is an individual shall be certified by such Person or Persons, in such manner, as the Board may prescribe.

A Clearing Member which elects to file a FOCUS Report Part II pursuant to this Rule ~~301~~214(b) or in response to a request of the Board pursuant to paragraph (d) of this Rule ~~301~~214 may not thereafter file a financial statement in the form adopted by the Commission for use by a futures commission merchant unless it obtains the prior consent of the Corporation.

A Clearing Member which elects to file a financial statement in the form adopted by the Commission for use by a futures commission merchant may subsequently elect to file a FOCUS Report Part II, provided that the first FOCUS Report Part II filed by such Clearing Member shall be accompanied by a statement reconciling the Clearing Member's adjusted net capital as shown on the FOCUS Report Part II with the adjusted net capital which would have been shown had it filed a financial statement for the same period in the form adopted by the Commission for use by a futures commission merchant.

(c) Each Clearing Member shall notify the Corporation in writing:

(i) If not registered with the Securities and Exchange Commission as a Broker-Dealer, when

(A) its Capital declines from that shown on the latest financial statement filed by it with the Corporation for any reason by 20% or more, or by an amount which reduces its Permitted Position Risk. Such notification shall be given not later than two (2) Business Day following the event requiring such notification; and

(B) any payment, loan or distribution to, or redemption of any outstanding shares of stock or other equity interest held by, any shareholder, partner, member, beneficiary or other holder of any equity interest of the Clearing Member will have the effect of reducing the Capital of such Clearing Member by more than 30% from that shown on the latest financial statement filed by it with the Corporation for any reason. Such notification shall be given at least two (2) Business Days prior to any such payment, loan, distribution or redemption and shall include the amount thereof, a balance sheet of the Clearing Member as of the last business day of the month prior to the month in which the same is to be made (certified by the president, the chief financial officer or a general partner of the Clearing Member) and a description of the effect that the same will have on the Capital of the Clearing Member.

(ii) If registered with the Securities and Exchange Commission as a Broker-Dealer, when

(A) its tentative net capital (as defined in the rules of the Securities and Exchange Commission) declines from that shown on the latest financial statement filed by it with the Corporation for any reason by 20% or more, or by an amount which reduces its Permitted Position Risk. Such notification shall be given not later than two (2) Business Days following the event requiring such notification.

(B) any payment, loan or distribution to, or redemption of any outstanding shares of stock or other equity interest held by, any shareholder, partner, member, beneficiary or other holder of any equity interest of the Clearing Member will have the effect of reducing the excess net capital (as defined in the rules of the Securities and Exchange Commission) of such Clearing Member by more than 30% from that shown on the latest financial statement filed by it with the Corporation for any reason. Such notification shall be given at least two (2) Business Days prior to any such payment, loan, distribution or redemption and shall include the amount thereof, a balance sheet of the Clearing Member as of the last business day of the month prior to the month in which the same is to be made (certified by the president, the chief financial officer or a general partner of the Clearing Member) and a description of the effect that the same will have on the Capital of the Clearing Member.

(iii) Upon the occurrence of any financial or business development that could materially affect the ability of the Clearing Member to comply with its obligations as a Clearing Member.

(d) Each Clearing Member shall file with the Corporation such financial or other information, in addition to what is explicitly required by this Rule ~~301~~214, as may be requested by the Corporation from time to time.

(e) The qualifications and reports of accountants for Clearing Members must meet the requirements set forth in Commission Regulations and must be satisfactory to the Board.

(f) In the event that any Clearing Member (i) fails to meet any obligation to deposit or pay any margin or option premium when and as required by any clearing organization of which it is a member, ~~or~~ (ii) fails to be in compliance with any applicable financial requirements of the Commission, any Self-Regulatory Organization, any securities exchange or clearing organization, ~~or~~ (iii) becomes the subject of a bankruptcy petition, receivership proceeding or the equivalent, or (iv) becomes subject to statutory disqualification under Section 8a(2) or (3) of the Act or other applicable CFTC regulations or is subject to a fine or other sanction imposed by the Commission or any Self-Regulatory Organization, such Clearing Member shall immediately so advise the Corporation both telephonically and in writing.

~~**Amended by the NYCC Board July 10, 2000; effective July 28, 2000.**~~

~~**Amended by the NYCC Board; effective November 10, 2000.**~~

~~**Amended by the NYCC Board November 6, 2000; effective December 19, 2000.**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (c)(i)].**~~

~~**Amended by the Board March 17, 2010; effective March 30, 2010 [¶¶ (c)(i) and (ii)].**~~

~~**Amended by the Board December 6, 2011; effective March 20, 2012 [¶ (f)].**~~

~~**Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (c)(ii)(B)(iii)].**~~

Rule ~~302~~215. Requirements for Subordinated Loan Agreements

Each subordinated loan agreement which, when executed, is to be included in determining the Capital of a Clearing Member, shall be in the form of either a cash subordinated loan agreement or a secured demand note and collateral agreement (~~hereafter in this Rule 302~~ a "Subordination Agreement") and:

(a) shall contain provisions to the effect that:

(i) all obligations of the Clearing Member with respect to the payment of principal and interest under the Subordination Agreement shall be subordinated to the payment in full of all obligations to other present and future creditors of the Clearing Member arising out of any matter occurring prior to the maturity of the Subordination Agreement, other than obligations which are the subject of subordination agreements which rank on the same priority as or junior to the Subordination Agreement;

(ii) the Subordination Agreement has a minimum term of one year, except for temporary subordination agreements permitted by Commission Regulation ~~1.~~ ~~17~~1.17(h)(3)(v) as in effect from time to time;

(iii) immediate written notice will be given to the Corporation if the collateral pledged to secure a secured demand note is less than the unpaid principal amount of and interest accrued under the note;

(iv) prior consent of the Corporation is required for prepayment and for any cancellation, revocation, termination or modification of the Subordination Agreement; provided, however, that a Clearing Member which is a futures commission merchant registered as such with the Commission, in lieu of obtaining prior written Corporation consent, may provide to the Corporation a copy of the written consent thereto by the designated self-regulatory organization for such Clearing Member; and

(v) prior written notice will be given to the Corporation no sooner than six (6) months after the effective date of the Subordination Agreement if the maturity of payment (in whole or in part) under the Subordination Agreement is accelerated;

(b) shall be submitted to the Corporation for its approval at least ten days prior to the proposed effective date thereof; and

(c) if such Subordination Agreement is for a Clearing Member which is a futures commission merchant, shall have been approved by the designated self-regulatory organization for such Clearing Member as being in compliance with Commission Regulation 1.17 as in effect at the time.

Rule ~~303~~216. Fees

The Corporation shall have the right to instruct each Approved Financial Institution to debit ~~the proprietary~~a house margin account maintained by each Clearing Member, and/or any other non-customer account designated by such Clearing Member for purposes of this Rule, for any payment of fees, charges or other amounts (other than fines or penalties) due to the Corporation or due to any Exchange (if and to the extent the Corporation shall be acting as a collection agent for the Exchange).

Rule 217. Position Risk

(a) The Corporation will be entitled at its discretion to establish, amend or revoke limits on position risk for Clearing Members or in respect of particular accounts. The position risk of any Clearing Member shall mean the amount of initial margin, required from such Clearing Member, exclusive of Option liquidating value, as calculated by the Corporation.

(b) The limit on position risk for each Clearing Member and account will be determined at the Corporation's discretion and may take into account the Corporation's evaluation of the financial and operational capacity of the Clearing Member and such other factors as the Corporation at its discretion deems appropriate.

(c) Breach of Limits on Position Risk

(i) If a Clearing Member exceeds its limits on position risk, the Corporation may, at its discretion: (A) require a Clearing Member to provide information to the Corporation in respect of any of its positions; (B) require a Clearing Member to allocate, transfer or terminate such Contracts or close out its open position in any affected account to the extent necessary to reduce its open position so as to meet its limit on position risk within such time as the Corporation may prescribe; (C) make an additional call for such Margin as the Corporation in its discretion determines; and/or (D) impose such additional Capital requirements on the Clearing Member as the Corporation in its discretion determines.

(ii) If the Clearing Member fails to comply with any requirement imposed on it pursuant to Rule 217(a), the Clearing Member shall be in breach of these Rules and, without limitation, the Corporation may, at its discretion, in respect of the Clearing Member concerned: (A) declare an Event of Default; (B) terminate or suspend membership of the Clearing Member; (C) terminate such Contracts as the Corporation at its discretion selects on behalf of the Clearing Member; (D) instigate an investigation or disciplinary proceeding under Part 9 of the Rules; and/or (E) impose such other requirements on the Clearing Member as it sees fit.

Rule 218. Indemnification by Clearing Members

(a) If any action or proceeding is brought or threatened against the Corporation or any person entitled to be indemnified by the Corporation pursuant to Section 6.1 or Section 6.2 of the By-Laws (such persons being collectively referred to as "Officials"), claiming, directly or indirectly, in whole or in part, that the Corporation or such Official has failed, neglected or omitted to prevent, detect or require any conduct by a Clearing Member or by an Affiliated Person of a Clearing Member, which conduct or lack thereof is alleged to constitute a violation of the Commodity Exchange Act, any other federal or state law, any Commission Regulation, any rule of any Self-Regulatory Organization, or any By-Law or Rule, such Clearing Member shall indemnify and hold harmless the Corporation and each such Official from and against all loss, liability, damage and expense (including but not limited to attorneys' fees, expenses of investigating such claim, judgments and amounts paid in settlement) incurred by or asserted against the Corporation or any such Official in or in connection with any such legal proceeding.

(b) If any action or proceeding is brought against the Corporation or an Official which could result in indemnification by a Clearing Member pursuant to subsection (a) of this Rule 218:

(i) Such party shall promptly give such Clearing Member notice thereof in writing.

(ii) Neither the Corporation nor any such Official may settle a claim to the extent it seeks the recovery of money damages without the prior consent of such Clearing Member; provided that if such Clearing Member does not consent to any proposed settlement within ten (10) days following the date it receives written notice of the terms of such settlement, the Corporation or such Official may require such Clearing Member to post such security for the payment of its indemnification obligations to the Corporation or such Official as the Corporation or such Official deems necessary, but not in excess of the money damages claimed plus interest and anticipated expenses.

~~**Adopted by the Board November 10, 2003; effective November 13, 2003.**~~

Part 3
Guaranty Fund

~~Section 5.4~~Rule 301. Guaranty Fund

The Corporation shall establish and maintain a Guaranty Fund.

(a) For the purposes of this ~~Section 5.4~~Rule 301, the following terms shall have the following meanings:

(i) "Base Guaranty Fund Amount" shall mean the base amount as established by the Board from time to time for the calculation of the Guaranty Fund Deposit Requirements of the Clearing Members.

(ii) "Net Margin" shall mean, as of any day, the quotient derived by dividing by three (3) the sum of a Clearing Member's net margin requirement as determined by the Corporation for the final trading day of each of the prior three calendar months (or for such other day in such months as the Board shall direct).

(iii) "Volume" shall mean, as of any day, the quotient derived by dividing by three (3) the total volume of futures contracts, options and other contracts or instruments involving all commodities on or subject to the rules of any Exchange which were cleared by the Corporation for the Clearing Member for the three calendar months prior to such day.

(iv) "Base Margin Amount" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement which is based upon Net Margin as determined pursuant to ~~subsection~~paragraph (b)(i) of this ~~Section 5.4~~Rule 301.

(v) "Margin Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement that is based upon the ratio of the Clearing Member's Net Margin to Capital as determined pursuant to ~~subsection~~paragraph (b)(ii) of this ~~Section 5.4~~Rule 301.

(vi) "Base Volume Amount" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement which is based upon Volume as determined pursuant to subsection (b)(iii) of this ~~Section 5.4~~Rule 301.

(vii) "Volume Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund Deposit Requirement that is based upon the ratio of the Clearing Member's Volume to Capital as determined pursuant to subsection (b)(iv) of this ~~Section 5.4~~Rule 301.

(b) Each Clearing Member shall deposit and maintain in the Guaranty Fund an amount calculated as follows:

(i) Base Margin Amount. The Clearing Member's Net Margin shall be divided by the total Net Margin of all Clearing Members. The resulting quotient shall be multiplied by 80% of the Base Guaranty Fund Amount. The Clearing Member's Base Margin Amount shall be equal to the lesser of the resulting product and twenty-four million dollars ($24,000,000).

(ii) Margin Surcharge. The Clearing Member's Net Margin shall be divided by its Capital. If the resulting quotient is less than 0.5, then the Clearing Member's Margin Surcharge shall be zero (0). If the resulting quotient is equal to or greater than 0.5, then the Clearing Member's Margin Surcharge shall be calculated as follows:

(A) If the quotient is equal to or greater than 0.5, but less than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 10% of the Clearing Member's Base Margin Amount.

(B) If the quotient is equal to or greater than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 20% of the Clearing Member's Base Margin Amount.

(iii) Base Volume Amount. The Clearing Member's Volume shall be divided by the total Volume of all Clearing Members. The resulting quotient shall be multiplied by 20% of the Base Guaranty Fund Amount. The Clearing Member's Base Volume Amount shall be equal to the lesser of the resulting product and seven million five hundred thousand dollars ($7,500,000).

(iv) Volume Surcharge. The Clearing Member's Volume shall be multiplied by one thousand (1,000). The resulting product shall be divided by the Clearing Member's Capital. If the resulting quotient is less than five (5), then the Clearing Member's Volume Surcharge shall be zero (0). If the resulting quotient is equal to or greater than five (5), then the Clearing Member's Volume Surcharge shall be calculated as follows:

(A) If the quotient is equal to or greater than five (5), but less than twenty (20), then the Clearing Member's Volume Surcharge shall be equal to 50% of the Clearing Member's Base Volume Amount.

(B) If the quotient is equal to or greater than twenty (20), but less than forty (40), then the Clearing Member's Volume Surcharge shall be equal to 75% of the Clearing Member's Base Volume Amount.

(C) If the quotient is equal to or greater than forty (40), but less than sixty (60), then the Clearing Member's Volume Surcharge shall be equal to 100% of the Clearing Member's Base Volume Amount.

(D) If the quotient is equal to or greater than sixty (60), but less than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 150% of the Clearing Member's Base Volume Amount.

(E) If the quotient is equal to or greater than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 200% of the Clearing Member's Base Volume Amount.

(v) For each Clearing Member, the amount to be deposited and maintained in the Guaranty Fund shall be the sum of the Clearing Member's Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge computed pursuant to subsections (b)(i), (ii), (iii) and (iv) of this ~~Section 5.4~~Rule 301, (the "Guaranty Fund Deposit Requirement") provided that:

(A) the amount that any Clearing Member shall be required to deposit in the Guaranty Fund which is attributable to the aggregate of the Clearing Member's

Base Margin Amount and Base Volume Amount (but excluding the Clearing Member's Margin Surcharge and Volume Surcharge) shall not exceed such amount as the Board may fix from time to time;

(B) each Clearing Member shall be required to deposit and maintain in the Guaranty Fund at least than two million dollars ($2,000,000), or such other amount as the Board may fix from time to time;

(C) Reserved.

(D) each new Clearing Member shall be required to deposit such amount as determined by the Board provided, however, that in no event shall the amount of the deposit be less than the amount set forth in or determined by the Board pursuant to subsection (b)(v)(B) of this ~~Section 5.4~~Rule 301. Each new Clearing Member must be a Clearing Member for one calendar month before its Guaranty Fund requirement is calculated as described in subsections (b)(i), (ii), (iii) and (iv) of this ~~Section 5.4~~Rule 301. In making such calculations for the period before the new Clearing Member has been a Clearing Member for three calendar months, the new Clearing Member's Net Margin and Volume will be determined based on the actual number of calendar months (one (1) or two (2)) that the new Clearing Member has been a Clearing Member at the time of the calculation.

Subject to ~~Sections 5.8~~Rule 303 and ~~5.9~~Rule 212, the Board shall have the authority to cause the Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge of all Clearing Members to be recalculated at any time, and to require the Clearing Members to immediately deposit in the Guaranty Fund any amounts required to meet the recalculated Guaranty Fund Deposit Requirements, taking into account the minimum deposit requirements set forth in subsections (b)(v)(B) of this ~~Section 5.4~~Rule 301. The Corporation shall establish the Base Guaranty Fund Amount such that at a minimum the Corporation will maintain pre-funded financial resources sufficient to enable it to meet its financial obligations to Clearing Members notwithstanding a default by the two Clearing Members (including any of their affiliated Clearing Members) creating the largest combined loss to the Corporation in extreme but plausible market conditions, consistent with the requirements of CFTC Rules 39.11 and 39.33.

(c) Except as provided in paragraph (b)(v) of this ~~Section 5.4~~Rule 301, deposits in the Guaranty Fund may be made by any Clearing Member in the form of cash or securities which are ~~direct obligations of the United States~~ Government Securities, and which have such maximum time to maturity as the Corporation may prescribe, or other securities which are permitted for customer funds for purposes of Rule 1.25 of the Commodity Futures Trading Commission (as amended from time to time) and approved by the Board for this purpose or pursuant to Rule 505(a)(i), provided, however, that each Clearing Member shall deposit a minimum of 50% of their Guaranty Fund requirement in the form of cash. Any permitted securities shall be valued in accordance with such methodology as may be adopted by the Board. The Board may place limits on the portion of any Clearing Member's deposit that may be satisfied by the use of any category of permitted securities. Deposits of securities shall be made by such means and subject to such agreements and undertakings as may be prescribed by the Corporation. To the extent that any Clearing Member deposits any securities in the Guaranty Fund, such Clearing Member thereby represents and warrants that such securities are owned by it free and clear of any security interests, liens, encumbrances, charges or adverse claims of any kind.

(d) Guaranty Fund deposits shall be held in a bank approved for the purpose by the Corporation, in an account or accounts separate from all other cash and securities held by the Corporation. The Corporation shall have the sole right to withdraw cash or securities from, or to authorize the sale or other disposition of any securities held in, such account or accounts subject to the rights of any assignee, pledgee or holder of a security interest in the Guaranty Fund or any cash or securities therein.

(e) So long as any Person is a Clearing Member and thereafter for the period until the Corporation returns such person's Guaranty Fund deposits as provided in paragraph (i) of this ~~Section 5.4~~Rule 301, the Guaranty Fund deposits of such person may be applied by the Corporation:

(i) against any amounts that become due from such Person to the Corporation for any reason (including but not limited to ~~original~~initial margin, variation margin, option premiums, dues, assessment, fines and reimbursement of any amounts paid by the Corporation to a Cross Margining Clearing Organization under any Cross Margining Program) at any time it was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this ~~Section 5.4~~Rule 301;

(ii) against any amounts that are charged as provided in or pursuant to ~~Section 5.5 of these By-Laws~~Rule 302 against the Guaranty Fund deposits of all Clearing Members at any time that such Person was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this ~~Section 5.4~~Rule 301; and

(iii) to provide such funds, on such terms and conditions, as the Board in its discretion, acting by a vote of not less than three-fourths of all directors eligible to vote, may deem necessary or appropriate to facilitate the transfer of customer accounts from a Clearing Member experiencing financial difficulty to another Clearing Member, if the Board shall determine by such vote that to do so is in the best interests of the Corporation.

(f) The Corporation may at any time and from time to time assign, transfer, pledge, repledge or otherwise create a lien on or security interest in, the Guaranty Fund and/or the cash, securities and other property held in the Guaranty Fund to secure the repayment of funds borrowed by the Corporation (plus interest, fees and other amounts payable in connection therewith) or pursuant to a repurchase agreement or similar transaction. Any such borrowing or repurchase agreement or similar transaction shall be on terms and conditions deemed necessary or advisable by the Corporation (including the collateralization thereof) in its sole discretion, and may be in amounts greater, and extend for periods of time longer, than the obligations, if any, of any Clearing Member to the Corporation for which such cash, securities or other property was pledged to or deposited with the Corporation. Any funds so borrowed or obtained in repurchase agreements or similar transactions shall be used and applied by the Corporation solely for the purposes for which cash, securities and other property held in the Guaranty Fund are authorized to be used pursuant to ~~these~~the By-Laws and ~~the~~these Rules; provided that the failure of the Corporation to use such funds in accordance with this subsection shall not impair any of the rights or remedies of any assignee, pledgee or holder of any such lien or security interest or repurchase transaction counterparty. Cash, securities and other property held in the Guaranty Fund, subject to the rights and powers of the Corporation with respect thereto as set forth in ~~these~~the By-Laws, ~~the~~these Rules and any agreements between any Clearing Member and the Corporation, and subject to the

rights and powers of any person to which the Guaranty Fund or any cash, securities or other property held therein shall have been assigned, transferred, pledged, repledged or otherwise subjected to a lien or security interest, shall remain the property of the respective Clearing Members depositing such cash securities and other property.

(g) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this Section ~~5.4~~Rule 301, if at any time the amount of any cash, plus the value of any securities, on deposit in the Guaranty Fund for any Clearing Member

(i) shall exceed the amount required to be on deposit for such Clearing Member by more than such amount as the Board may prescribe, the Corporation will return the excess to such Clearing Member upon its written request.

(ii) shall be less than the amount required to be on deposit for such Clearing Member, such Clearing Member shall restore the deficiency (including, without limitation, a deficiency caused by the application of such Clearing Member's deposits in the Guaranty Fund as described in ~~Section 5.4~~paragraph (e) of ~~these By-Laws~~this Rule 301) on demand (a "Replenishment"); provided, however, that a Clearing Member that has withdrawn as a Clearing Member shall not be required to restore a deficiency occurring after its Withdrawal Date, subject to any limitations in ~~Sections 5.8~~Rule 303 and ~~5.9~~Rule 212.

(h) Any interest earned on any securities deposited in the Guaranty Fund by a Clearing Member shall belong and be credited to such Clearing Member. The Corporation may invest any cash deposited in the Guaranty Fund in securities which are ~~direct obligations of the United States~~ Government Securities and other securities in accordance with the Corporation's investment policies and applicable law, and may engage in repurchase transactions with any cash or securities on deposit. Any interest, capital gain or other income earned on any such securities shall belong and be credited to the Corporation.

(i) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this ~~Section 5.4~~Rule 301, whenever a Person ceases to be a Clearing Member, the Corporation shall return to such Person the amount of cash and securities on deposit in the Guaranty Fund for such Person, to the extent not charged to or applied against pursuant to this Section or otherwise under ~~these~~the By-Laws and ~~the~~these Rules, in accordance with ~~Section 5.9~~Rule 212.

(j) If the Guaranty Fund or any part thereof is lost as a result of the insolvency of any bank or other depository, embezzlement, defalcation or any reason other than use pursuant to ~~Section 5.5 of these By-Laws~~Rule 302, such loss may, in the discretion of the Board, be restored by application of the following sources of funds in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose; and

(ii) assessments levied by the Corporation upon the Clearing Members, which assessments shall be paid to the Corporation at such time and in such manner as the Board may specify, which shall be no later than the normal end of day settlement time for the Business Day on which such assessment is levied. The amount of a Clearing Member's assessment shall be the amount derived by multiplying the loss by a fraction, the numerator of which shall be the sum of the amount of such Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case

without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii), and (b)(v)(A) of this ~~Section 5.4~~Rule 301) on the day preceding the loss and the denominator of which shall be the total amount of the Base Margin Amount and the Base Volume Amount of all Clearing Members (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of this ~~Section 5.4~~Rule 301) on such day.

(k) In the event that the Corporation accepts a transfer of cash or securities from a guaranty fund of any other clearing organization of which a Clearing Member is or was a member to satisfy in whole or in part the obligations of such Clearing Member to deposit and maintain funds in the Guaranty Fund, the Corporation shall (to the extent of the amount of the cash and the value of the securities so transferred) guaranty payment by such Clearing Member to such clearing organization of any amount, the payment of which would have been secured by such Clearing Member's deposit in the guaranty fund of such other clearing organization. If the Corporation is required to make any payment pursuant to such guaranty as to any Clearing Member, the Corporation may withdraw the amount thereof out of the Guaranty Fund, and such Clearing Member will restore the amount so withdrawn on demand.

(l) In the event that the Guaranty Fund or any part thereof shall have been applied as described in paragraph (e) of this ~~Section 5.4~~Rule 301 or shall have been lost as described in paragraph (j) of this ~~Section 5.4~~Rule 301, and the Corporation shall thereafter recover any amount so applied or lost from any Person liable therefor, the amount of such recovery (after deducting any expenses (including without limitation legal fees and expenses incurred in connection therewith) shall be credited to the Guaranty Fund deposits of each Clearing Member in that proportion which the amount required to be on deposit by such Clearing Member bears to the amount required to be on deposit by all Clearing Members as of the date upon which such application took place or such loss was incurred.

(m) Any expense (including without limitation legal fees and expenses) incurred by the Corporation in connection with the deposit by a Clearing Member of assets into the Guaranty Fund, or the return thereof to such Clearing Member, may at the option of the Corporation be charged to such Clearing Member.

(n) Notwithstanding anything to the contrary herein (but subject to ~~Section 5.4~~subsection (j)(i) of this Rule 301 above), the Corporation shall not be liable if (1) the Guaranty Fund or any part thereof and/or (2) any margin (whether for the proprietary or customer account) or other assets provided by or held for the account of a Clearing Member are lost or decrease in value as a result of the (A) insolvency or failure of any bank or other depository or third party settlement system, (B) embezzlement, defalcation or theft by any person (other than the Corporation or its directors, officers, employees or representatives) or (C) any other reason other than use pursuant to the By-Laws or Rules.

Nothing in this ~~Section 5.4~~paragraph (n) of Rule 301

~~Section 5.5~~Rule 302. Monetary Defaults; Use of Guaranty Fund; Assessments

(a) If any Clearing Member fails to deposit with, or pay to, the Corporation in full any ~~original~~initial margin, variation margin, option premium, guaranty fund contribution, Assessment or other sum (not including any dues or fines) under or in connection with

any Contract, or fails to satisfy any reimbursement obligation to the Corporation in full under or in connection with any Cross Margining Program, when and as required by or pursuant to the rules of the Listing Exchange, the Rules of the Corporation or the terms of any Cross Margining Program, such failure shall constitute a "Monetary Default" and the amount owing shall constitute the “Defaulted Obligation.” If and at such times as the Corporation has in effect a procedure whereby deposits or payments of sums with or to the Corporation are effected by having the Corporation instruct the Clearing Members' banks to wire transfer funds from their accounts with such banks directly to the accounts of the Corporation, a Clearing Member shall be deemed to have failed to deposit or pay any sum when and as required if such Clearing Member's bank fails so to wire transfer funds when and as instructed by the Corporation.

(b) In the event that at any time a Monetary Default occurs on the part of any Clearing Member (the "Defaulting Clearing Member"), then:

(~~a~~i) If and to the extent a Monetary Default relates to a Contract carried in any customer account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and other assets held by the Corporation for all proprietary accounts of the Defaulting Clearing Member shall be applied, and if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, three (3) directors, at least one (1) of whom is not an employee of the Corporation or an employee of any Affiliated Person of the Corporation, so determines, the margin held by the Corporation for all customer accounts of the Defaulting Clearing Member may be applied, to pay the Defaulted Obligation.

(ii) If and to the extent a Monetary Default relates to a Contract carried in any proprietary account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and such other assets as are held for the same or any other proprietary account of the Defaulting Clearing Member, shall be applied to pay the Defaulted Obligation. The Defaulting Clearing Member shall immediately restore any deficiencies in its margin and Guaranty Fund deposits resulting from any such application.

(~~b~~c) If, after the application of funds in accordance with paragraph (~~a~~b) of this ~~Section 5.5~~Rule 302, the Defaulted Obligation has not been satisfied, and if the Defaulting Clearing Member fails to pay the Corporation the amount of the deficiency on demand, such Defaulting Clearing Member shall continue to be liable therefor, but the amount of the deficiency, until collected from the Defaulting Clearing Member, shall be met from the following sources of funds, provided, however, that the sources identified in subparagraphs (i), (ii), (iii), and (iv) shall be fully utilized before the sources identified in subparagraphs (v), (vi) and (vii) may be utilized, and, provided further that the sources identified in subparagraphs (v), (vi) and (vii) must be applied in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose;

(ii) if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, any director, so determines, a loan or repurchase agreement or similar transaction on such terms and conditions as they may determine to be necessary or appropriate (including without limitation granting an assignment, pledge or other lien on or security interest in the Guaranty Fund or the cash, securities and other property held in the Guaranty Fund

or transferring such cash, securities or other property as provided in ~~Section 5.4~~paragraph (f) of ~~these By-Laws~~Rule 301);

(iii) if, and to the extent that, a Monetary Default relates to any Contract carried in any customer account carried by the Corporation for the Defaulting Clearing Member, the ~~original~~initial margin on deposit with the Corporation in all such customer accounts of the Defaulting Clearing Member to the extent that such deposits have not been applied pursuant to paragraph (~~a~~b) hereof;

(iv) the Corporation Priority Contribution. As used herein, the "Corporation Priority Contribution" shall be a commitment of the Corporation to provide $50 million in the aggregate as resources to be applied pursuant to this ~~Section 5.5~~subsection (~~b~~c)(iv) of Rule 302. If the Corporation Priority Contribution is applied, the Corporation will have no obligation to provide additional funds to replenish such contribution or otherwise provide additional funds in respect thereof;

(v) subject to ~~Section 5.4~~subsection (g)(ii) ~~and the last~~or Rule 301, paragraph ~~of this Section 5.5~~(~~b~~d) of ~~these By-Laws~~Rule 302, the Guaranty Fund;

(vi) insurance proceeds, if any, received by the Corporation in connection with the Monetary Default giving rise to the Defaulted Obligation; and

(vii) assessments levied by the Corporation upon all the Clearing Members (other than the Defaulting Clearing Member) as hereafter provided in this ~~Section 5.5~~Rule 302 ("Assessments").

The total amount to be assessed at any one time pursuant to clause (vii) of this paragraph (~~b~~c) is hereinafter called an "Assessment Amount." For the avoidance of doubt, the Corporation may at any time following the occurrence of a Monetary Default and in anticipation of any charge against the Guaranty Fund make Assessments upon Clearing Members to post Assessments, subject to the limitations set forth in ~~these~~the By-Laws and these Rules in respect of such Assessments.

(d) The amount of a Replenishment that each Clearing Member must deposit in the Guaranty Fund to satisfy its obligation, pursuant to ~~Section 5.4~~subsection (g)(ii) or Rule 301, to restore the Guaranty Fund deficiency in the event of the application of some part or all of the Guaranty Fund pursuant to ~~Section 5.5~~subsection (~~b~~c)(v) of this Rule 302 (the total Guaranty Fund amount so applied referred to herein as the "Aggregate Guaranty Fund Deficiency"), shall be determined by multiplying the Aggregate Guaranty Fund Deficiency by a fraction, the numerator of which shall be the sum of the amount of the Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of ~~Section 5.4~~Rule 301) for the period of three (3) calendar months prior to the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of ~~Section 5.4~~Rule 301). The resulting product shall constitute the amount of the Replenishment that each Clearing Member must restore to the Guaranty Fund pursuant to ~~Section 5.4~~paragraph (g) of Rule 301 as a result of the application of the Guaranty Fund pursuant to ~~Section 5.5~~subsection (~~b~~c)(v) of this Rule 302.

(~~c~~e) The amount of any Assessment pursuant to ~~Section 5.5~~Rule 302 shall be computed by multiplying the Assessment Amount by a fraction, the numerator of which

shall be the sum of the Clearing Member's Base Margin Amount and Base Volume Amount determined (in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of ~~Section 5.4~~Rule 301) for the period of three (3) calendar months preceding the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members being assessed (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of ~~Section 5.4~~Rule 301). The resulting product shall constitute the amount of the Assessment to be levied on such Clearing Member pursuant to this paragraph (~~c~~e).

(~~d~~f) If the Assessment as determined pursuant to paragraph (~~c~~e) of this ~~Section 5.5~~Rule 302 would exceed the maximum set forth in paragraph (~~e~~g) of this ~~Section 5.5~~Rule 302, or if the amount assessed against any Clearing Member shall exceed the amount paid by such Clearing Member, the excess shall be assessed against the other Clearing Members (other than the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum permitted by paragraph (~~e~~g)) in accordance with such subparagraph (~~c~~e), as if the excess were the Assessment Amount. Assessments pursuant to this paragraph (~~d~~f) shall be repeated until the entire Assessment Amount shall have been assessed, subject to the maximum limitations on Assessments set forth herein.

(~~e~~g) Notwithstanding anything to the contrary herein, no Clearing Member (other than a Defaulting Clearing Member) shall be liable to provide Assessments as a result of charges or applications against the Guaranty Fund in respect of a single Monetary Default of another Clearing Member in an amount exceeding 200% of its Guaranty Fund Deposit Requirement.

(~~f~~h) If in any case, because of the limitations contained in paragraph (~~e~~g) of this ~~Section 5.5 or Section 5.8~~Rule 302 or Rule 303, the maximum permitted Assessments are less than the Assessment Amount, the Board shall determine what if any further action to take, provided that under no circumstances may the Board levy Assessments on any Clearing Member that would exceed such limitations.

(~~g~~i) Subject to the conditions set forth in ~~Section 5.8~~Rule 303, a Person which withdraws as a Clearing Member shall be subject only to assessments imposed to meet:

(i) Monetary Defaults occurring prior to the Clearing Member's "Withdrawal Date", subject to the limitations contained in paragraph (~~e~~g) of this ~~Section 5.5~~Rule 302;

(ii) assessments levied under ~~Section 5.4~~paragraph (j) of ~~these By-Laws~~Rule 301 prior to the Clearing Member's Withdrawal Date; and

(iii) the first Monetary Default occurring after the Withdrawal Date, subject to the limitations ~~contained~~ in paragraph (~~e~~g) of this ~~Section 5.5~~Rule 302.

(~~h~~j) All Assessments shall be due and payable within such time as the Corporation may prescribe, which shall be no later than the normal end of day settlement time for the Business Day on which such assessment is levied. If any Person shall not pay any Assessment when due, such Person shall continue to be liable therefor, but the Corporation may assess the Clearing Members (other than such Person, the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum amount permitted by paragraph (~~e~~g)) for the unpaid amount in accordance with paragraphs (~~c~~e) and (~~d~~f) of this ~~Section 5.5~~Rule 302, subject to the limitations set forth herein.

(ik) If, after making any Assessments to meet any Defaulted Obligation owing by a Defaulting Clearing Member as referred to in paragraph (bc), or to meet any Assessment not paid as referred to in paragraph (hj), the Corporation collects the amount of such Defaulted Obligation or such unpaid Assessment in whole or in part from the Person or Persons liable therefor, the Corporation shall refund the amount so collected (net of any expenses, including without limitation any legal fees incurred in connection therewith) pro rata to the Clearing Members that had been assessed to meet such Defaulted Obligation or nonpayment and had paid the amount so assessed.

Section 5.8Rule 303. Cooling-off Periods

(a) The following terms shall have the following meanings:

Cooling-off Period

(i) "Cooling-off Period" shall mean theThe period commencing on the date of the Cooling-off Period Trigger Event and terminating 30 Business Days thereafter. A Cooling-off Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 30 or fewer Business Days after the previous Cooling-off Period Trigger Event, in which case the Cooling-off Period will be extended until the date falling 30 Business Days after such subsequent Cooling-off Period Trigger Event.

(ii) "**Cooling-off Period Trigger Event**" shall mean

(i) anyAny call for an Assessment to be made pursuant to Section 5.5(c)paragraph (e) of Rule 302 arising from a Monetary Default or Monetary Defaults; or (ii) the occurrence of a Sequential Guaranty Fund Depletion.

Cooling-off Termination Period

(iii) "Cooling-off Termination Period" shall mean theThe period commencing on the date of each Cooling-off Period Trigger Event and terminating 10 Business Days thereafter. A Cooling-off Termination Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 10 or fewer Business Days since the previous Cooling-off Period Trigger Event, until the date falling 10 Business Days after such subsequent Cooling-off Period Trigger Event.

(iv) "**Sequential Guaranty Fund Depletion**" shall mean, in

In respect of a particular Clearing Member that is not a Defaulting Clearing Member, the occurrence of circumstances in which: (i) there have been two or more Monetary Defaults relating to different Clearing Members within a period of 30 or fewer Business Days; (ii) contributions to the Guaranty Fund from non-Defaulting Clearing Members have been applied in respect of at least two such Monetary Defaults; and (iii) the total amount of Replenishments that the Clearing Member has as a result paid to the Corporation to replenish its contributions to the Guaranty Fund exceeds its Guaranty Fund Deposit Requirement prior to the first such Monetary Default.

(b) Upon the occurrence of any Cooling-off Period Trigger Event, the Corporation shall issue a notice to Clearing Members of the commencement of the Cooling-off Period, setting out the date on which such period is scheduled to end (and the date on which the Cooling-off Termination Period is scheduled to end).

(c) From the commencement of, and solely for the duration of, the Cooling-off Period:

(i) The obligation to provide Replenishments under ~~Section 5.4~~subsection (g)(ii) of Rule 301 and the ~~last~~ paragraph ~~of Section 5.5(b)~~(d) of Rule 302 shall not apply to a Clearing Member until the end of the Cooling-off Period;

(ii) Assessments due under ~~Section 5.5~~paragraph (~~e~~e) of Rule 302 from a Clearing Member for all Monetary Defaults occurring or declared during the Cooling-off Period (or resulting in the Cooling-off Period) shall not exceed 550% of the amount of the Clearing Member's Guaranty Fund Deposit Requirement immediately prior to the commencement of the Cooling-off Period (with any Assessments levied in respect of the Monetary Default or Monetary Defaults as a result of which the Cooling-off Period commenced being counted towards reducing such maximum amount). A Clearing Member in a Cooling-off Period that has provided Assessments in such maximum amount shall not be liable for any further replenishments of its contributions to the Guaranty Fund or Assessments during such Cooling-off Period, regardless of how many additional Monetary Defaults take place in such period;

(iii) For the avoidance of doubt, the per Monetary Default cap on Assessments set forth in ~~Section 5.5~~paragraph (~~e~~g) of Rule 302 shall apply in respect of each Monetary Default occurring or declared during the Cooling-off Period; and

(iv) There shall be no rebalancing, re-setting or recalculation of Guaranty Fund Deposit Requirements to the Guaranty Fund or the total required contribution amount for purposes of determining liability for Replenishments or Assessments during the Cooling-off Period; provided that the limits set out in this ~~Section 5.8~~paragraph (c) of Rule 303 shall only apply with respect to a Clearing Member if such Clearing Member continues during the Cooling-off Period to pay the Corporation all other amounts when owed by it (subject to the limitations set out in this ~~Section 5.8~~paragraph (c) of Rule 303).

(d) At any time during the Cooling-off Termination Period, a Clearing Member may give a Withdrawal Notice to the Corporation in accordance with Rule ~~209~~212.

(e) At the end of the Cooling-off Period, the restrictions and requirements of ~~Section 5.8~~paragraph (c) of this Rule 303 shall cease to apply, subject to ~~Section 5.9~~Rule 212, going forward to each Clearing Member that has not served a Withdrawal Notice during or prior to the Cooling-off Termination Period.

(f) Nothing in this ~~Section 5.8~~Rule 303 shall alter the Corporation's right to call for margin from any Clearing Member. Without limiting the foregoing, during the Cooling-off Period, each Clearing Member shall provide to the Corporation and maintain additional ~~original~~initial margin (in addition to the ~~original~~initial margin otherwise required with respect to its positions) in an amount equal to its Guaranty Fund Deposit Requirement.

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~~ICE CLEAR U.S.®, INC.~~

~~Part 4~~

~~Clearing Mechanism~~

Rule 401. Acceptance for Clearance

(a) The Corporation, by accepting a Contract offered to it for clearance by or on behalf of a Clearing Member, shall assume, in the place of each Clearing Member that is a party to such Contract, all liabilities and obligations imposed thereby to the Clearing Member that is the other party thereto, to the extent provided in Rule 401(b), and shall succeed to and become vested with all rights and benefits accruing therefrom. Such assumption by the Corporation shall terminate all liabilities and obligations of the Clearing Member whose Contract is so accepted to the other Clearing Member which was a party to such Contract.

(b) THE LIABILITIES AND OBLIGATIONS OF THE CORPORATION ARISING PURSUANT TO RULE 401(a) SHALL BE SUBJECT TO THE FOLLOWING LIMITATIONS:

(i) SUCH LIABILITIES AND OBLIGATIONS SHALL EXTEND ONLY TO CLEARING MEMBERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CORPORATION SHALL NOT HAVE ANY LIABILITY OR OBLIGATION ARISING OUT OF OR WITH RESPECT TO ANY CONTRACT TO ANY CUSTOMER OF A CLEARING MEMBER OR ANY EXCHANGE MEMBER WHICH ACTED AS A BROKER FOR A CUSTOMER OR A CLEARING MEMBER; AND

(ii) ~~EXCEPT AS PROVIDED IN RULE 603,~~THE OBLIGATIONS OF THE CORPORATION ~~SHALL HAVE NO OBLIGATION TO MAKE OR ACCEPT DELIVERY OF ANY COMMODITY IN FULFILLMENT OF A CONTRACT, AND SHALL HAVE NO LIABILITY ARISING OUT OF A FAILURE OF A CLEARING MEMBER TO MAKE OR ACCEPT SUCH DELIVERY~~IN RESPECT OF DELIVERY OR RECEIPT OF ANY COMMODITY SHALL BE LIMITED TO THOSE SET FORTH IN CHAPTER 6 OF THE RULES.

(c) For the avoidance of doubt, where a Clearing Member clears a Contract for a customer, such Clearing Member becomes liable to the Corporation and the Corporation liable to such Clearing Member as if the Contract were for the house account of the Clearing member, subject in all cases to the provisions of these Rules applicable to customer positions.

~~(c) When a delivery notice or multiple delivery notice with respect to a futures contract of a Deliverer to sell a commodity is issued by the Corporation to a Receiver holding a futures contract to buy such commodity:~~

~~(i) such futures contracts shall be combined into a single contract between the Deliverer and the Receiver, whereby the Deliverer agrees to sell such commodity to the Receiver and the Receiver agrees to buy such commodity from the Deliverer, all on the terms and conditions specified in the futures contract being combined; and~~

~~(ii) the Corporation shall have no further rights or obligations under any of such contracts.~~

~~Notwithstanding the foregoing, the Corporation shall, as a convenience to the parties, continue to collect and pay variation margin from and to the Receiver and the Deliverer with~~

~~respect to the combined contract in the same manner as it collects and pays variation margin on open futures contracts, and the Corporation shall continue to hold original margin with respect to such combined contract, all subject to and as provided in the Rules of the Listing Exchange. In the event that either the Deliverer or the Receiver shall default in paying any such variation margin when and as due with respect to such combined contract:~~

~~(A) the Corporation may apply the amount of original margin on deposit with the Corporation from such Clearing Member with respect to such contract against such payment, it being expressly understood that the Corporation shall have no obligation to collect and pay variation margin in such circumstances to the extent that the amount of original margin on deposit with the Corporation is insufficient for such purpose;~~

~~(B) the Corporation shall thereafter have no further obligation to collect or pay variation margin with respect to such contract; and~~

~~(C) the Corporation shall not have any other obligation or liability with respect to such default, including, without limitation, any obligation to make any payments from the Guaranty Funds or any other asset it holds on behalf of the defaulting party, or to make any assessments on Clearing Members with respect to such default.~~

~~**Amended by the Board September 8, 2003; effective October 15, 2003 [¶¶ (a), (b) and (c)].**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (c)].**~~

Rule 402. Trade Data Submission

(a) The Corporation shall accept for clearance any Contract which has been matched by the Listing Exchange and has been submitted for clearance by or for such Exchange on behalf of the Clearing Members that are the parties thereto. The Corporation shall not accept for clearance any Contract or any transaction submitted to it by any person other than the Listing Exchange or its designated agent, except for transfers of Contracts and mechanical adjustments effected in accordance with any rules of the Listing Exchange, these Rules or the procedures of the Corporation permitting the submission thereof by persons other than the Listing Exchange.

(b) A Contract which has been matched by the Listing Exchange and has been submitted for clearance by or on behalf of any Clearing Member shall be deemed accepted by the Corporation for clearance when both Clearing Members have accepted the Contract for clearing. The Corporation shall have no liability or obligation to any Clearing Member or other person with respect to any Contract which has not been accepted by it for clearance. Notwithstanding the foregoing, the Corporation shall not be deemed to have accepted a Contract that is the subject of an EFP, EFS, Cleared Only Swap, mechanical adjustment or a transfer unless and until each Clearing Member shall have met the ~~original~~initial and variation margin obligations applicable to such Contract.

(c) The Corporation shall be entitled to rely conclusively on the accuracy and authenticity of any information regarding any Contract submitted to the Corporation by the Listing Exchange on behalf of any Clearing Member, whether or not the Clearing Member in fact authorized the submission of such Contract for clearance.

(d) All Contracts accepted for clearance by the Corporation shall be subject in all respects to the By-Laws and these Rules.

(e) Except as otherwise provided in the rules or procedures of the Corporation, any trade in a Contract which, on any day, is matched by the Listing Exchange but not accepted for clearance by the Clearing Member designated to clear such Contract, shall be automatically cleared to the account of the Clearing Member which has guaranteed

the Listing Exchange member or electronic user with direct access who executed such trade on the day the trade was matched, provided that such guarantee has not been terminated in accordance with the rules of such Listing Exchange.

~~Amended by the Board February 6, 2006; effective March 13, 2006 [¶ (b)].~~

~~Amended by the Board January 22, 2009; effective February 13, 2009 [¶¶ (b) and (c)].~~

Rule 403. Daily Reporting of Open Contracts

(a) Each Clearing Member shall report its open interest to the Corporation as follows:

(i) By 7:30 p.m. (or by such other time as may be prescribed by the President) of each Business Day, it shall report to the Corporation its open interest in all Contracts, except that during the notice period for any delivery month under any futures contract, any Clearing Member carrying futures contracts for delivery in that delivery month shall report its open interest in such futures contracts at such time on each Business Day as may be prescribed by the President; and

(ii) By 9:00 a.m. (or at such other time as the President may prescribe) of each Business Day, it shall report to the Corporation any adjustments to be made in the open interest reported on the previous Business Day.

(iii) The Corporation shall use the open interest reported pursuant to subparagraph (i) for all purposes, and shall use the adjustments reported pursuant to subparagraph (ii) solely for the purpose of enabling the Listing Exchange to publish the open interest in all outstanding Contracts.

(b) If the account of any customer carried by any Clearing Member (other than on an omnibus basis) has a long and short position in the same delivery month, the Clearing Member must determine, in accordance with applicable law, whether such positions should be reported on a net or gross basis. If the account of any customer carried by any Clearing Member (other than on an omnibus basis) or if any ~~proprietary~~house account of any Clearing Member has a long and short position in the same delivery month in Contracts which are identical except for the size of the unit of trading and which are identified by the Corporation as fungible, the Clearing Member may cause the positions to be offset and report as open interest only the net position of such customer or ~~proprietary~~house account for the contract in which a position remains. Positions which have been reported on a net basis may not be re-opened other than by trading, unless authorized by the Corporation in writing.

(c) If a Clearing Member discovers an error in any report made pursuant to this Rule 403, such Clearing Member shall as soon as practicable submit to the Corporation and the Listing Exchange a correction and a written statement as to how the error occurred.

~~Amended by the Board March 8, 2005; effective March 9, 2005 [¶¶ (a) and (b)].~~

~~Amended by the Board November 10, 2008; effective November 14, 2008 [¶ (b)].~~

~~Amended by the Board September 23, 2014; effective October 20, 2014 [¶¶(a) through (c)].~~

Rule 404. Reporting of Exchange Positions Carried by Other Firms

(a) If a Clearing Member has customer or ~~proprietary~~house positions in any Contract carried for it by another Clearing Member or by a futures commission merchant which is not a Clearing Member, the Clearing Member first referred to shall:

(i) Give written notice to the Corporation of the name of such other Clearing Member or futures commission merchant not later than the close of business on the

first day any such position is carried by such other Clearing Member or futures commission merchant; and

(ii) If any such position is being carried or maintained by a futures commission merchant which is not a Clearing Member, provide to the Corporation, on each Business Day, by the time specified by the Corporation for the purpose, the information specified in Rule 404(b) concerning any such position.

(b) Each Clearing Member shall report to the Corporation, on each Business Day, by the time specified by the Corporation for the purpose, in such manner as may be prescribed by the Corporation, the number of long and short open positions in each Contract for each expiration month which such Clearing Member is carrying for any other Clearing Member as of the close of business on the preceding Business Day. Each such report shall separately specify positions carried for such other Clearing Member's ~~proprietary~~house account and customer account.

Rule 405. Transfers of Open Positions

Any transfer of a Contract shall be subject to the following:

(a) if the transferor shall have been declared to be in default, transfers may only be effected at the current day's settlement price unless the Corporation in its discretion determines that, because of excess margin on deposit or for other sufficient reason, accepting the transfer at other prices permitted by Exchange rules would not jeopardize the Corporation;

(b) if, in any case, the Corporation in its discretion determines that it would be contrary to the best interests of the Corporation to accept a transfer at a price other than the current day's settlement price, it may, notwithstanding any provision to the contrary in the Exchange rules, require such transfer to be effected at such settlement price; and

(c) subject to the limitations of Exchange Rule 4.11, after receipt of a signed instruction from a Clearing Member issued at the request of a customer that is not currently in default to it (the "Carrying Clearing Member") to transfer all or a portion of the customer's account to another Clearing Member (the "Receiving Clearing Member"), and provided that such instruction contains the customer's name and account number (and, if the transfer is not of the entire account, a description of which Contracts are to be transferred), the Corporation shall effect such transfer without requiring the prior close-out and re-booking of the Contracts so long as (i) the Receiving Clearing Member agrees to accept the transfer, (ii) the transferred Contracts will have appropriate margin at the Receiving Clearing Member and (iii) any remaining Contracts in the customer's account at the Carrying Clearing Member will have appropriate margin.

Rule 406. Exercise Rules

Any exercise of any option which is a Contract shall be made in accordance with these Rules and the rules of the Listing Exchange for such option.

Rule 407. Exercise of Options

(a) Any Clearing Member which has, or carries an account which has, an open long option position may issue an exercise notice with respect to each open long option in such form and by such time as the Corporation may prescribe.

(b) After the close on the last day of trading in any option, the Corporation will automatically exercise any open long option that has a striking price below (in the case of a call option) or above (in the case of a put option) the Settlement Price of the

underlying futures contract or spread as determined by the Listing Exchange (without regard to whether the Corporation may use any other Settlement Price for any other purpose) on that day by an amount which equals or exceeds the minimum price increment permitted under the rules of the Listing Exchange for such option or such other differential as may from time to time be established by the Corporation for such option, unless, by such time as may be specified by the Corporation, the Clearing Member carrying any such option gives the Corporation instructions by electronic communication that any such option is to expire unexercised.

(c) The Corporation will assign exercise notices among Clearing Members which have, or carry accounts which have, open short positions in the option series being exercised, in such manner as the Corporation shall prescribe in proportion to their gross short positions in such options, separately for customer and house accounts.

(d) Upon exercise of any option on a futures contract, the Corporation shall make the entries on its books to convert each such exercised option into the underlying futures contract or futures contracts, or to effect cash settlement of such exercised option, as may be provided herein or by the Listing Exchange for such option.

(e) Any Clearing Member that is assigned an exercise notice pursuant to any option on a futures contract must deposit and pay any initial margin and variation margin required for the underlying futures contract on the next Business Day at or before the time prescribed by the Corporation.

(f) EXCEPT AS PROVIDED IN THIS RULE 407, THE CORPORATION SHALL NOT HAVE ANY OBLIGATIONS WITH RESPECT TO ANY EXCHANGE OPTION THAT IS EXERCISED.

~~**Amended by the Board January 18, 2012; effective February 10, 2012 [¶ (c)].**~~

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Part 5
Margins and Premiums

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~~ICE CLEAR U.S.®, INC.~~

~~Part 5~~

~~Margins and Premiums~~

Rule 501. Approved Financial Institutions

(a) A bank, trust company or other institution may be designated by the Board as an Approved Financial Institution for any or all of the following purposes: acting as a depository for margins and option premiums on behalf of Clearing Members or acting in such other capacity as the Board may approve. To become designated as an Approved Financial Institution, a bank, trust company or other institution must submit an application in such form and containing such information as the Corporation from time to time may require and must meet such financial and other requirements as the Board may establish from time to time. A bank, trust company or other institution which has been designated by the Board as an Approved Financial Institution for any purpose may act as such until such designation is suspended or terminated in accordance with paragraph (b) of this Rule 501.

(b) If a bank, trust company or other institution does not meet all the requirements established by the Corporation pursuant to this Rule 501, or if the Board determines, based on such facts or considerations as the Board deems relevant or appropriate, that it would be in the best interests of the Corporation or its Clearing Members, the Board may:

(i) deny the application of such bank, trust company or institution for designation as an Approved Financial Institution,

(ii) suspend or terminate the status of such bank, trust company or institution as an Approved Financial Institution for any or all purposes, or

(iii) approve the application or permit the bank, trust company or other institution to continue as an Approved Financial Institution, subject in either case to such terms, conditions and limitations as the Board, in its judgment, deems appropriate.

(c) All checks or wire transfers by Clearing Members to the order of or to make payments to the Corporation must be drawn on or made by an Approved Financial Institution or, if applicable, a Qualified Financial Institution.

~~Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (a)].~~

~~Amended by the Board December 3, 2014; January 2, 2015 [¶ (c)].~~

Rule 502. Margin and Premium Requirement; Additional Margin

(a) Each Clearing Member shall deposit with or pay to the Corporation ~~original~~initial margin, variation margin and option premiums for each cleared Contract in such amounts, in such forms, at such times and in accordance with such systems as may be prescribed by or pursuant to these Rules ~~or by the Board pursuant to Section 7.2 of the By-Laws. Original~~.

(b) Initial margin requirements shall be as determined by the staff of the Corporation from time to time. Clearing Members shall collect ~~original~~initial margin from their customers, for non-hedge positions, at a level that exceeds the ~~original~~initial margin rate determined by the Corporation by such amount as the Corporation shall specify from time to time. Unless otherwise determined by the Board at any time, ~~original~~initial margin

shall be determined in accordance with the Standard Portfolio Analysis of Risk System as implemented from time to time by the Corporation.

(~~b~~c) Whenever the President, or in his or her absence, ~~his~~the President's delegate concludes that unstable conditions relating to one or more Contracts exist, or that the maintenance of an orderly market or the preservation of the fiscal integrity of the Corporation requires additional ~~original~~initial margin, or that any Clearing Member is carrying Contracts or incurring risks in its ~~proprietary~~house, customer and/or cross-margining account(s) that are larger than is justified by the financial and/or operational condition of the Clearing Member, the President, or in his or her absence, ~~his~~the President's delegate may require additional ~~original~~initial margin to be deposited with the Corporation within such time as may be specified by the President, or ~~his~~the President's delegate, as the case may be, or limit withdrawals of excess ~~original~~initial margin on deposit from such Clearing Member for such time as may be specified by the President, or ~~his~~the President's delegate, as the case may be. Such additional margin may be for one or more Contracts from one or more Clearing Members and for long, short or both positions.

(~~c~~d) The Corporation shall retain the amount of ~~original~~initial margin deposited with respect to any futures contract for which a delivery notice has been issued until such time as provided for in the applicable Exchange Rules (or if not so provided, until all delivery and payment obligations in respect of such contract have been satisfied in full).

(~~d~~e) The methodology for determining ~~original~~initial margin shall incorporate, among other relevant factors, and as more fully specified by the Corporation from time to time:

(i) a minimum 2-day time horizon for the liquidation period with respect to the proprietary account of each Clearing Member, calculated on a net basis, and

(ii) one or more measures designed to limit procyclicality, including by mitigating when possible disruptive or big step changes in margin requirements and by establishing procedures for computing margin requirements that include measures designed to limit procyclicality, as more fully specified by the Corporation from time to time. These will include measures that are equivalent to at least one of the following: (A) measures applying a margin buffer at least equal to 25% of the calculated margins, which the Corporation allows to be temporarily exhausted in periods where calculated margin requirements are rising significantly; (B) measures assigning at least 25% weight to stressed observations in the look-back period; or (C) measures ensuring that margin requirements are not lower than those that would be calculated using volatility estimated over a 10-year historical look-back period. Further, the Corporation's procyclicality measures shall be designed to deliver forward looking, stable and prudent margin requirements that limit procyclicality to the extent that the soundness and financial security of the Corporation is not negatively affected.

This Rule 502(~~d~~e) shall not apply to ~~original~~initial margin with respect to Contracts that are qualifying futures contracts (or options) on agricultural commodities as designated by the Corporation from time to time.

(~~e~~f) The amount of variation margin on any Business Day for each account of a Clearing Member for any day shall be the net gain or loss, as the case may be, on all futures contracts in such account, represented by the difference between (i) the Settlement Price on such day of each futures contract in the account and (ii) the price at

which each such futures contract was bought or sold on such day or the Settlement Price for each such futures contract in the account on the previous Business Day, as the case may be; provided, however, that in the case of any futures contract on an index, the amount of the final variation margin payment shall be determined as specified in the rules of the Listing Exchange (if so specified).

~~Amended by the Board December 8, 1998; effective January 29, 1999 [¶¶ (d)(i), (ii)].~~

~~Amended by the Board September 8, 2003; effective October 15, 2003 [¶ (b)].~~

~~Amended by the Board December 8, 2003; effective December 16, 2003 [¶ (a)].~~

~~Amended by the Board September 12, 2005; effective September 26, 2005 [repeal ¶ (d)].~~

~~Amended by the Board September 18, 2009; effective October 2, 2009 [¶¶ (b) through (c)].~~

~~Amended by the Board November 13, 2009; effective November 17, 2009 [¶¶ (a) through (d)].~~

~~Amended by the Board March 18, 2012; effective May 21, 2012 [¶ (a)].~~

~~Amended by the Board October 24, 2013; effective December 31, 2013 [¶ (b)].~~

(g) Without limitation of the Corporation's other rights to use or apply a Clearing Member's initial margin as permitted in the By-laws or the Rules, under applicable law or otherwise, the Corporation (i) may invest initial margin in the form of cash in accordance with the Corporation's investment policies and applicable law and (ii) may use a Clearing Member's cash, securities or other property constituting initial margin in its house account from time to time to meet temporary liquidity needs of the Corporation (whether or not such Clearing Member is in default), in a manner consistent with the Corporation's liquidity policies and applicable law, including by way of assignment, transfer, pledge, repledge or creation of a lien on or security interest in such initial margin in connection with borrowing, repurchase transactions or other liquidity arrangements to support payment obligations of the Corporation in respect of Contracts.

~~Amended by the Board June 15, 2016; effective November 17, 2016 [¶¶ (d) and (e)].~~

Rule 502A. Settlement Premium

(a) With respect to such Options as the President may from time to time determine, the amount of ~~original~~initial margin required to be on deposit by each Clearing Member with the Corporation shall be calculated with reference to the settlement premium for such Options established as hereinafter provided (the "Settlement Premium"). Promptly after the close of trading in such Options, the Corporation staff shall establish a Settlement Premium for each Strike Price of each Option Month of each Option that has open interest, and may establish a Settlement Premium for any Strike Price of any Option Month of any Option that has no open interest. The Settlement Premium for each Option shall be established by the Corporation staff in accordance with such procedures as the Board may approve from time to time.

(b) Any capitalized term used in this Rule 502A which is not defined in the By-Laws or Rules of the Corporation shall have the meaning set forth in the definitions contained in the ~~Rules~~rules of the Listing Exchange.

~~Adopted by the Board July 10, 2006; effective July 17, 2006.~~

Rule 502B. Cross Margining

(a) The Corporation may establish Cross Margining Programs with ~~other~~one or more Cross Margining Clearing Organizations ~~under which~~permitting Clearing Members ~~shall receive cross margining treatment for certain Contracts traded on or subject to the rules of each of~~

~~the Exchanges which were cleared for such Clearing Member by the Corporation~~to subject eligible positions to cross-margining treatment. Each such Cross Margining Program shall be conducted in accordance with a cross margin agreement between the Corporation and one or more Cross Margining Clearing Organizations. The Corporation shall determine which Contracts are eligible for cross margining. In order to participate in any such Cross Margining Program, a Clearing Member must execute and deliver such instruments and documents as the Board may prescribe and take such other actions as the Corporation may require in connection therewith. The provisions of such instruments and documents shall be deemed to constitute Rules.

(b) Each Clearing Member shall be entitled to participate in the Cross Margining Program and, unless the Corporation determines otherwise, no Clearing Member shall be required to establish a separate cross margining account in order to receive cross margining treatment.

~~**Adopted by the Board April and May 1999; effective January 2000.**~~

~~**Amended by the Board December 18, 2007; effective March 7, 2008 [¶ (a)].**~~

Rule 503. Cash Margin Deposits

Each Clearing Member shall establish and maintain ~~original~~initial margin accounts at an Approved Financial Institution of its choice with which the Corporation has entered into a cash settlement agreement containing bank holiday settlement procedures, which shall include separate ~~proprietary~~house and customer accounts. A Clearing Member may use such accounts for the payment of variation margin and option premiums as well as for the deposit of ~~original~~initial margin, or may establish and maintain ~~a~~ separate ~~account~~accounts at such Approved Financial Institution for its ~~proprietary~~house and customer accounts for the payment of variation margin and option premiums only. The Corporation shall have the right to instruct each Approved Financial Institution to debit each margin account maintained by a Clearing Member for any deposits of ~~original~~initial margin or payments of variation margin or option premiums due to the Corporation pursuant to these Rules.

Rule 504. Mechanics for Margins and Premium Payments

(a) The Corporation shall advise each Clearing Member of the amount of ~~original~~initial margin, variation margin and option premiums owing to or from such Clearing Member after the close of trading on each Business Day and:

(i) If the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the customer margin account maintained by such Clearing Member with such Approved Financial Institution to the settlement account of the Corporation at its bank in an amount equal to the amount so owing; provided however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing;

(ii) If the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing to such Clearing Member, the Corporation shall instruct its bank to wire transfer funds from the Corporation's settlement account to the customer margin account

maintained by such Clearing Member with such Approved Financial Institution in an amount equal to the amount so owing;

(iii) If the aggregate net amount of variation margin and option premiums for all ~~proprietary~~house accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the ~~proprietary~~house margin account maintained by such Clearing Member with such Approved Financial Institution to the settlement account of the Corporation at its bank in an amount equal to the amount so owing; provided however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing;

(iv) If the aggregate net amount of variation margin and option premiums for all ~~proprietary~~house accounts carried by such Clearing Member with the Corporation is owing to such Clearing Member, the Corporation shall instruct its bank to wire transfer funds from the Corporation's settlement account to the ~~proprietary~~house margin account maintained by such Clearing Member with such Approved Financial Institution in an amount equal to the amount so owing; provided, however, that on any day on which the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing by such Clearing Member to the Corporation, the Corporation shall not transfer funds owing to the Clearing Member in respect of the ~~proprietary~~house accounts until the amount owing by the Clearing Member to the Corporation with respect to such customer accounts has been paid in full;

(v) If the aggregate net amount of ~~original~~initial margin for all customer accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the customer margin account maintained by such Clearing Member with such Approved Financial Institution to the customer margin account of the Corporation at its bank in an amount equal to the amount so owing; provided however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing; and

(vi) If the aggregate net amount of ~~original~~initial margin for all ~~proprietary~~house accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the ~~proprietary~~house margin account maintained by such Clearing Member with such Approved Financial Institution to the ~~proprietary~~house margin account of the Corporation at its bank in an amount equal to the amount so owing; provided however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing.

(vii) Notwithstanding any other provision of the By-Laws or Rules, the Corporation may calculate the net amount owing to the Corporation or to the Clearing Member for all customer accounts as described in ~~sections~~Rule 504(a)(i), (ii), and (v) and instruct such payment to the Clearing Member's Approved Financial Institution provided

however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing; and

(viii) Notwithstanding any other provision of the By-Laws or Rules, the Corporation may calculate the net amount owing to the Corporation or to the Clearing Member for all ~~proprietary~~house accounts as described in sections 504 (a)(iii), (iv), and (vi) and instruct such payment to the Clearing Member's Approved Financial Institution. Such calculation may also include any other amounts to the Corporations, such as delivery payments and fees provided however that the Corporation will not make such instruction if the Clearing Member has given prior notification to the Corporation that the Clearing Member will instruct a Qualified Financial Institution to make such wire transfer of funds in an amount equal to the amount so owing.

Variation margin under any Contract shall be paid in the currency in which such Contract is settled ~~pursuant to the Rules of the Listing Exchange~~under its contract terms.

(b) Notwithstanding any other provision of the By-Laws or Rules, if the President, or in his or her absence, ~~his~~the President's delegate, determines (i) that unstable conditions relating to one or more Contracts exist, or that the maintenance of an orderly market or the preservation of the fiscal integrity of the Corporation so requires, or (ii) that any Clearing Member is carrying Contracts or incurring risks in its ~~proprietary~~house, customer and/or cross-margining account(s) that are larger than is justified by the financial and/or operational condition of the Clearing Member, the Corporation may issue an intra-day call requiring the advance deposit of variation margin and option premiums with the Corporation by such time as the Corporation shall specify. An intra-day call based on a determination as to the conditions specified in clause (i) above may be issued to any or all Clearing Members; an intra-day called based on a determination as to the conditions specified in clause (ii) above may be issued to any Clearing Member with respect to which such determination is made. If the Corporation determines to make an intra-day call for either ~~original~~initial margin or variation margin, the Corporation shall:

(i) Give notice to each Clearing Member which is required to make payment to the Corporation of the amount payable by such Clearing Member; and

(ii) Immediately after giving or making reasonable efforts to give the notice described in subparagraph (i), the Corporation shall instruct the Approved Financial Institution at which each such Clearing Member maintains margin accounts or the Clearing Member may instruct its Qualified Financial Institution to wire transfer funds from the appropriate account of each such Clearing Member into the appropriate account of the Corporation in the amount due to the Corporation as determined by the Corporation.

(c) ~~Original~~Initial margin shall initially be deposited in cash by each Clearing Member with the Corporation as provided in Rule 504(a). Thereafter:

(i) In the event that the Corporation has Compensated Deposit Accounts at such Approved Financial Institution, the Corporation may on the request of a Clearing Member transfer amounts equal to all or specified portions of such Clearing Member's cash ~~original~~initial margin deposits to such Compensated Deposit Accounts and pay such Clearing Member compensation on such amounts, all on such terms and conditions as the Corporation may from time to time prescribe; provided however that:

(A) Not more than 25% of the ~~original~~initial margin requirement of any Clearing Member may be met by amounts so transferred into Compensated Deposit Accounts; and

(B) Not more than 25% of the total amount of ~~original~~initial margin held by the Corporation in any form may be held in Compensated Deposit Accounts at any one Approved Financial Institution; and

(ii) A Clearing Member may substitute for cash on deposit as ~~original~~initial margin securities, Approved Foreign Currencies and such other instruments as may be permitted by the Board. Such substitution shall be subject to Rule 505 in all respects effected by delivering to the Corporation, by the time specified by the Corporation on the day on which the Clearing Member wishes to make the substitution:

(A) the securities, Approved Foreign Currencies and/or other instruments; and

(B) a request for the release of the cash ~~original~~initial margin for which the securities, Approved Foreign Currencies or other instruments will be substituted.

(d) Subject to Rule 504(e), the Corporation shall return to a Clearing Member the amount of any excess ~~original~~initial margin on deposit from such Clearing Member, provided that the Corporation receives a request for such a release from such Clearing Member by such time as may be specified by the Corporation on the day such release is to be made.

(e) (i) Excess ~~original~~initial margins shall not be released pursuant to Rule 504(d) on any day if the excess margin is due to any ~~proprietary~~house account of Clearing Member unless the Clearing Member has deposited and paid all margins, premiums and other amounts required from such Clearing Member for all its ~~proprietary~~house accounts and customer accounts or otherwise pursuant to the By-Laws and these Rules; or, if the excess margin is due to any customer account of the Clearing Member, unless the Clearing Member has deposited and paid all margins and premiums required from all of its customer accounts pursuant to the By-Laws and these Rules for such accounts. Notwithstanding any provision to the contrary in these Rules, the Corporation may refuse to release the amount of excess ~~original~~initial margin on deposit in the ~~proprietary~~house account of a Clearing Member which has requested such release if the President, or in his or her absence, ~~his~~the President's delegate concludes that the financial or operational condition of the Clearing Member is such that the release of excess ~~original~~initial margin would be contrary to the fiscal integrity of the Corporation; and may refuse to release the amount of excess ~~original~~initial margin on deposit in the customer account of a Clearing Member as to which the President or ~~his~~the President's delegate has made such a conclusion, unless the Clearing Member substantiates to the satisfaction of the Corporation that the amount to be released will be returned to one or more customers in accordance with applicable law.

(ii) A Clearing Member shall not permit any withdrawal from the account of a customer that would cause the net liquidating value plus the margin deposits that would remain in such account following the withdrawal to be less than the then prevailing ~~original~~initial margin requirement.

(f) Upon notice from the Corporation that a transfer of funds from a Clearing Member's account pursuant to Rule 504(a) was not effected as instructed by the Corporation for any reason, the Clearing Member shall deliver to the Corporation the amount required at such time and in such form as the Corporation may prescribe.

(g) Net income, if any, generated by any securities, Approved Foreign Currencies or other instruments held by the Corporation as ~~original~~initial margin for any Clearing Member shall belong and be credited to such Clearing Member.

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (c)].**~~

~~**Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (c)(ii)].**~~

~~**Amended by the Board December 10, 2009; effective December 17, 2009 [¶ (b)].**~~

~~**Amended by the Board June 21, 2011; effective October 10, 2011 [¶¶ (c)(ii) through (c)(B)].**~~

~~**Amended by the Board March 18, 2012; effective May 7, 2012 [¶¶ (e)(i) and (e)(ii)].**~~

~~**Amended by the Board October 24, 2013; effective December 31, 2013 [¶¶ (d) and (e)].**~~

~~**Amended by the Board December 3, 2014; effective January 2, 2015 [¶¶ (a)(i), (a)(v) through (a)(viii and (b)(ii)].**~~

Rule 505. Deposit of Securities and Approved Foreign Currencies as ~~Original~~Initial Margin

(a) A Clearing Member may substitute securities for all or part of the cash it has on deposit with the Corporation as ~~original~~initial margin, in accordance with Rule 504(c) and this Rule 505(a), provided, however, that the Board may prescribe limitations regarding the extent to which interests in any category of permitted securities may be substituted for cash ~~original~~initial margin.

(i) The only Securities eligible for deposit as ~~original~~initial margin are ~~Governments~~Government Securities, investments which are permitted for customer funds pursuant to Rule 1.25 of the ~~Commodity Futures Trading~~ Commission (as amended from to time) and are approved by the Board for the purpose, other sovereign debt approved by the Board and other securities deposited in accordance with cross-margining agreements with other clearing organizations.

(ii) Securities shall be valued in accordance with such methodology as may be adopted by the Board.

(iii) Every deposit of ~~Governments~~Government Securities shall be made by wire transfer to an account of the Corporation pursuant to such procedures and requirements as may be prescribed by the Corporation.

(iv) Any securities deposited as ~~original~~initial margin may be sold or redeemed at any time by the Corporation, with or without notice to the Clearing Member depositing the same, at public or private sale, without demand of any kind, or in accordance with any applicable provisions of law or of the governing documents relevant to such securities, all as the Corporation may in its discretion determine.

(v) Deposits of securities shall be made by such means and subject to such agreements and undertakings as may be prescribed by the Corporation.

(b) Reserved.

(c) A Clearing Member may substitute Approved Foreign Currencies (valued at an amount not to exceed market value less applicable haircuts as ~~required by~~provided in SEC Regulation 240.15c3-1) for all or part of the cash it has on deposit with the Corporation as ~~original~~initial margin, in accordance with Rule 504(c) and this Rule 505(c).

(i) The Approved Foreign Currencies must be deposited in an ~~original~~initial margin account of the Corporation either in a United States bank in the United States that is an Approved Financial Institution, or in a branch (not separately incorporated) of a United States bank that is an Approved Financial Institution located in a country which has been approved for the purpose by the Commission.

(ii) If the Approved Foreign Currencies are being substituted for cash that is customer funds, such customer funds shall remain subject to all provisions of the Commodity Exchange Act (as amended) and Commission Regulations governing the accounting for and segregation of customer funds.

(iii) The Corporation may convert any Approved Foreign Currencies deposited as ~~original~~initial margin by any Clearing Member into U.S. Dollars at any time and at such exchange rate as the Corporation in its discretion may determine.

(d) If any securities deposited by any Clearing Member pursuant to this Rule 505 are sold by the Corporation, or if any letters of credit deposited by any Clearing Member pursuant to this Rule 505 are drawn upon, or if any Approved Foreign Currencies deposited by any Clearing Member pursuant to this Rule 505 are converted into US Dollars, the net proceeds thereof shall be deposited into one or more ~~original~~initial margin accounts maintained by the Corporation and shall be credited to the appropriate customer account or ~~proprietary~~house account of such Clearing Member, as the case may be.

~~**Amended by the New York Clearing Corporation December 18, 2000.**~~

~~**Amended by the New York Clearing Corporation March 15, 2001.**~~

~~**Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (a)].**~~

~~**Amended by the Board June 4, 2009; effective June 10, 2009 [¶ (b)].**~~

~~**Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (b)].**~~

~~**Amended by the Board October 24, 2013; effective December 31, 2013 [¶ (a)].**~~

Rule 506. Change in Status of Approved Financial Institution

If at any time the Board suspends or terminates the status of an Approved Financial Institution as an Approved Financial Institution to issue letters of credit to the Corporation, or if the Board shall limit or change the limit on the aggregate amount of letters of credit which may be accepted from or confirmed by any Approved Financial Institution pursuant to Rule 505(b)(i)(B), or if any Approved Financial Institution shall exceed any limits imposed pursuant to Rule 505(b)(i)(B), any Clearing Member on whose behalf letters of credit were issued or confirmed by such Approved Financial Institution shall immediately replace the same by new ~~original~~initial margin deposits complying with these Rules to the extent and in such amounts as the Corporation may specify.

Rule 507. Bank Holidays

If an Exchange is open for trading on any Bank Holiday, the following procedures will apply:

(a) On the Business Day preceding such Bank Holiday, each Clearing Member shall deposit or pay such ~~original~~initial margin, variation margin and option premium as may be required by the Corporation. Such deposit or payment shall be made without offset or reduction by reason of excess ~~original~~initial margin held by the Corporation for the account of any Clearing Member.

(b) On the Business Day following such Bank Holiday, deposits and payments of ~~original~~initial margin, variation margin and option premiums shall be made to and by the Corporation in accordance with these Rules, except that such deposits and payments shall be made with respect to transactions made both on such Bank Holiday and the Business Day preceding such Bank Holiday.

Rule 508. Segregation of Customer Funds

All customer funds received by the Corporation from a Clearing Member to purchase, margin, guarantee, secure or settle the trades, contracts or commodity options of the Clearing Member's commodity or option customers, and all money accruing to such commodity or option customers as a result of such trades, contracts or commodity options so carried, shall be segregated as customer funds in accordance with all relevant provisions of the Commodity Exchange Act and the rules and orders promulgated thereunder. This Rule satisfies the requirement in CFTC Regulation 1.20 that a Clearing Member must obtain a written acknowledgement from the Corporation that such customer funds are being held in accordance with such provisions.

~~**Adopted by the Board on July 7, 2003; effective July 30, 2003.**~~

Rule 509. Foreign Currency Exchange for Variation Settlement

(a) Notwithstanding anything to the contrary in the By-Laws or Rules, if a Clearing Member fails to make a variation margin settlement, in whole or in part, on any date (the "Variation Settlement Date") that is denominated in a currency other than U.S. dollars (the "Foreign Currency"), the Corporation shall evaluate whether same-day liquidity sufficient to cover any corresponding variation margin payment(s) owed by the Corporation on such date in such currency to one or more other Clearing Members is available to the Corporation from FX market transactions and other resources. If the President or ~~his~~the President's delegate determines, in his or her sole discretion, that sufficient such resources may not be readily available, the Corporation will be entitled to enter into an FX Variation Settlement Transaction with each such other Clearing Member to the extent of the insufficiency (and each such other Clearing Member hereby agrees that it will be deemed to enter into such transaction upon such determination by the Corporation without further action by either party). The Corporation's variation margin settlement obligation in the Foreign Currency to a Clearing Member shall be netted against the Foreign Currency payment obligation of the Clearing Member pursuant to the FX Variation Settlement Transaction.

An "FX Variation Settlement Transaction" shall be a foreign exchange spot transaction pursuant to which, on the Variation Settlement Date, the Clearing Member shall be obligated to pay to the Corporation the amount of the insufficiency in the Foreign Currency (the "Foreign Currency Payment") and the Corporation shall be obligated to pay to the Clearing Member an equivalent amount in U.S. dollars (or in U.S. treasury securities), calculated by reference to exchange rates in the relevant market as determined by the Corporation (the "USD Equivalent Payment").

(b) Unless otherwise elected by the Clearing Member by written notice to the Corporation no later than the close of business on the business day following the Variation Settlement Date, the Corporation and the Clearing Member shall enter into a reversing foreign exchange spot transaction (the "Reversing FX Transaction") pursuant to which the Corporation shall pay to the Clearing Member an amount in the Foreign

Currency equal to the Foreign Currency Payment and the Clearing Member shall pay to the Corporation an amount in U.S. dollars equal to the USD Equivalent Payment, adjusted appropriately by the Corporation to reflect relevant interest rates in the two currencies for the period between the FX Variation Settlement Transaction and the Reversing FX Transaction. Settlement of the Reversing FX Transaction (if entered into) shall occur on the third business day following Variation Settlement Date; provided that if there is a Currency Market Disruption on such date, settlement will be delayed until the Currency Market Disruption has ceased; provided, further, that if the Currency Market Disruption is still continuing after 10 business days, either party may cancel the Reversing FX Transaction, in which case neither party shall have any further obligation in respect thereof.

"Currency Market Disruption" means the occurrence or existence on any date, as determined by the Corporation, of (i) any event or circumstance that makes it unlawful for the Corporation to convert U.S. dollars into the Foreign Currency or vice versa through customary foreign exchange market transactions or to transfer the Foreign Currency through customary payment systems and channels; (ii) any event or circumstance as a result of which firm quotations for a spot FX transaction between USD and the Foreign Currency are unavailable on customary market terms; (iii) the imposition by any relevant governmental authority of any sanctions, prohibition, transaction block, asset freeze, moratorium, standstill, repudiation, expropriation, requisition, nationalization or similar action applying to transactions in the relevant Foreign Currency or the relevant foreign exchange market, or (iv) any event or circumstance with similar effect to any of the foregoing.

(c) The Corporation's liability for any shortfall, loss, cost, liability, damage or expense incurred or suffered by any Clearing Member or any other person in converting any USD Equivalent Payment into another currency or otherwise resulting from the settlement of the Corporation's variation margin obligation through an FX Variation Settlement Transaction shall be limited to entering into a Reversing FX Transaction on the terms provided in this Rule 509, and the Corporation shall not otherwise be responsible for any such shortfall, loss, cost, liability, damage or expense.

(d) The Corporation's exercise of any powers under this Rule 509 shall be without prejudice to the exercise of any other rights or remedies of the Corporation with respect to the Clearing Member that failed to make a variation margin settlement.

~~**Adopted by the Board June 18, 2015; effective July 3, 2015.**~~

~~ICE CLEAR U.S.®, INC.~~
~~RULES~~

Part 6
Deliveries

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~~ICE CLEAR U.S.®, INC.~~

~~Part 6~~

~~Deliveries~~

Rule 601. Delivery Rules

Any delivery of commodities under any Contract shall be made in accordance with these Rules and the rules of the Listing Exchange for such Contract. Each Clearing Member which is, or which carries an account which is required to make or accept physical delivery of a commodity pursuant to a futures contract shall notify the Corporation if and when delivery or payment has been made, as applicable, at such time and as otherwise required by the rules of the Listing Exchange.

~~**Amended by the Board September 8, 2003; effective October 15, 2003.**~~

Rule 602. ~~Margin on~~ Responsibility for Delivery ~~Notices~~; Margin.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE RULES OR BY-LAWS OR THE RULES OF ANY LISTING EXCHANGE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CHAPTER 6 OF THE RULES, THE CORPORATION SHALL HAVE NO OBLIGATION TO MAKE OR ACCEPT DELIVERY OF ANY COMMODITY IN FULFILLMENT OF A CONTRACT, AND SHALL HAVE NO LIABILITY ARISING OUT OF A FAILURE OF A CLEARING MEMBER OR ANY OTHER PERSON TO MAKE OR ACCEPT SUCH DELIVERY.

(~~a~~b) Each Clearing Member which issues or receives a delivery notice for a commodity under any Contract (i) shall maintain ~~original~~initial margin on each such Contract and (ii) deposit with the Corporation variation margin for each such Contract in accordance with Rule ~~401~~602(c).

(c) When a delivery notice or multiple delivery notice with respect to a futures contract of a Deliverer to sell a commodity is issued by the Corporation to a Receiver holding a futures contract to buy such commodity:

(i) such futures contracts shall be combined into a single contract between the Deliverer and the Receiver, whereby the Deliverer agrees to sell such commodity to the Receiver and the Receiver agrees to buy such commodity from the Deliverer, all on the terms and conditions specified in the futures contract being combined in the applicable rules of the Listing Exchange; and

(ii) the Corporation shall have no further rights or obligations under any such contracts.

Notwithstanding the foregoing, the Corporation shall, as a convenience to the parties, continue to collect and pay variation margin from and to the Receiver and the Deliverer with respect to the combined contract in the same manner as it collects and pays variation margin on open futures contracts, and the Corporation shall continue to hold initial margin with respect to such combined contract, all subject to and as provided in the Rules and, if specified therein, the rules of the Listing Exchange. In the event that either the Deliverer or the Receiver shall default in paying any such variation margin when and as due with respect to such combined contract:

(A) the Corporation may apply the amount of initial margin on deposit with the Corporation from such Clearing Member with respect to such contract against

such payment, it being expressly understood that the Corporation shall have no obligation to collect and pay variation margin in such circumstances to the extent that the amount of initial margin on deposit with the Corporation is insufficient for such purpose;

(B) the Corporation shall thereafter have no further obligation to collect or pay variation margin with respect to such contract; and

(C) the Corporation shall not have any other obligation or liability with respect to such default, including, without limitation, any obligation to make any payments from the Guaranty Funds or any other asset it holds on behalf of the defaulting party, or to make any assessments on Clearing Members with respect to such default.

Any default by the Deliverer or Receiver with respect to such combined contract shall be subject to any applicable rules of the Listing Exchange, but shall not be the responsibility of the Corporation. Determinations as to whether delivery has been properly and timely made (including as to the adequacy or conformance of any delivered commodities) will be made in accordance with the rules of the Listing Exchange, and will not be the responsibility of the Corporation.

(~~b~~d) If any Clearing Member shall not have deposited or paid any ~~original~~initial margin, variation margin or option premiums due from it at the time it tenders a delivery notice to the Corporation, the Corporation may decline to accept such delivery notice.

~~**Amended by the Board September 8, 2003; effective October 15, 2003 [¶¶ (a) and (b)].**~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].**~~

Rule 603. Deliveries in Bankruptcy Situations

(a) For the purposes of this Rule 603:

(i) Notwithstanding Rule 101, the term "Customer" shall mean any person for whom a Clearing Member carries a Contract, except a non-public customer as that term is defined in Commission Regulation 190.01(b).

(ii) The term "Debtor" shall mean any Clearing Member with respect to which an Order for Relief is entered.

(b) This Rule 603 shall apply if a Clearing Member carrying a Contract traded on or subject to the rules of any Exchange for any Customer becomes a Debtor, and if the rules of any such Exchange provide for physical delivery of a commodity to be made directly between such a Customer and an opposite Clearing Member which either issued a delivery notice that was assigned to such Customer or received a delivery notice that was issued by or on behalf of such Customer.

(c) By not later than 12:00 Noon on the second Business Day following the date of the entry of the Order for Relief with respect to the Debtor, or on the date payment and delivery are required under the rules of the Listing Exchange for any Contract, whichever is sooner, each Customer of the Debtor shall notify the Corporation in writing if such Customer is seeking to make or take delivery pursuant to the applicable rules of such Exchange, giving the name and address of such Customer. Upon the giving of such notice, such Customer shall assume all the obligations of the Debtor to the Corporation and the opposite Clearing Member with respect to such Contract (but not including the obligation to deposit with or pay to the Corporation any ~~original~~initial margin or variation margin with respect thereto, unless required by the rules of such Exchange). If, pursuant

to the preceding sentence, any such Customer is not obligated to make payments of variation margin with respect to such Contract, the opposite Clearing Member shall likewise not be obligated to make payments of variation margin with respect thereto.

(i) If the Customer is seeking to make delivery, such notice shall be accompanied by

(A) evidence, satisfactory to the Corporation, that the Debtor presented delivery notice to the Corporation on behalf of the customer;

(B) a document of title as required by the rules of such Exchange for delivery of the commodity which is the subject of the delivery notice, duly endorsed, for such commodity; and

(C) such other documents as are required pursuant to these Rules and the rules of such Exchange to make delivery in fulfillment of a Contract for such commodity.

(ii) If the Customer is seeking to take delivery, such notice shall be accompanied by

(A) the delivery notice which had been assigned by the Corporation to the Debtor and allocated by the Debtor to the Customer; and

(B) a certified, cashier's or official bank check, drawn on or issued by an Approved Financial Institution and payable to the order of the Clearing Member which presented the delivery notice, in an amount equal to such percentage of the full amount payable on delivery of the commodity as may be prescribed in or pursuant to the rules of the Listing Exchange, subject to final adjustment based on the quantity and quality of the commodity actually delivered.

(d) A Customer who gives notice pursuant to Rule 603(c) shall be deemed to agree:

(i) To perform all obligations of the Debtor under these Rules and under the rules of the Listing Exchange with respect to each Contract described in said notice (other than the obligation to deposit with or pay to the Corporation any ~~original~~initial margin or variation margin with respect thereto, except as may be provided under the rules of such Exchange);

(ii) To be sued in any federal or state court located in the City and State of New York in any action or proceeding on or in connection with such Contract, the provisions of these Rules or of the rules of the Listing Exchange applicable thereto or performance thereunder;

(iii) To accept service of process in any such action or proceeding by United States certified mail directed to such Customer at the address set forth in such notice or by such other means provided for by law or by the rules of the court in which such action or proceeding is brought; and

(iv) That the Corporation and the opposite Clearing Member shall be discharged from their obligations and liabilities as provided in paragraph (h) of this Rule 603.

The Corporation, as a condition to permitting the Customer to make or take delivery pursuant to this Rule 603, may require such Customer to execute and deliver to the Corporation a written agreement, in form and substance satisfactory to the Corporation, embodying the substance of the preceding provisions of this Rule 603(d).

(e) If a Customer fully complies with paragraphs (c) and (d) of this Rule 603, the Corporation shall deliver to the opposite Clearing Member the documents and/or checks received by it pursuant to paragraph (c), upon receipt from such opposite Clearing Member of such documents and/or checks as may be necessary to effect delivery or payment, and shall transmit the same to the Customer, whereupon the Corporation shall be relieved of any and all liability to the Customer, to such opposite Clearing Member and to the Debtor with respect to such Contract.

(f) THE CORPORATION SHALL HAVE NO RESPONSIBILITY TO ANY PERSON TO INVESTIGATE OR OTHERWISE VERIFY THE ACCURACY, GENUINENESS OR COMPLETENESS OF ANY DOCUMENT OR CHECK DELIVERED TO OR BY THE CORPORATION PURSUANT TO THIS RULE 603, AND SHALL HAVE NO LIABILITY TO ANY PERSON FOR THE QUANTITY OR QUALITY OF THE COMMODITY DELIVERED.

(g) Nothing contained in this Rule shall prevent a Customer and a Clearing Member from making mutually agreeable arrangements to settle delivery on terms other than those set forth in this Rule 603.

(h) The making or taking of delivery or payment or other settlement with respect to any Contract in accordance with this Rule 603, shall discharge in full the obligations and liabilities of the Customer, the opposite Clearing Member and the Corporation with respect thereto; provided, however, that nothing contained in this Rule 603 shall relieve or discharge a Debtor from any obligation or liability it may have to the Corporation, any Clearing Member or any Customer.

Rule 604. Deliveries Involving Electronic Warehouse Receipts or Foreign Exchange

WHEN, UNDER THE RULES OF THE LISTING EXCHANGE, THE CORPORATION BECOMES THE TITLE HOLDER OF AN ELECTRONIC WAREHOUSE RECEIPT ("EWR") OR HOLDER OF CURRENCIES IN THE CORPORATION'S BANK ACCOUNT IN CONNECTION WITH THE DELIVERY OF COMMODITIES OR CURRENCIES UNDER A CONTRACT, THE CORPORATION SHALL HOLD TITLE TO SUCH EWR OR CURRENCIES SOLELY AS AN ESCROW AGENT ON BEHALF OF THE CLEARING MEMBER WHICH ISSUED THE DELIVERY NOTICE OR DEPOSITED THE CURRENCIES INTO THE CORPORATION'S BANK ACCOUNT WITH RESPECT TO THE COMMODITIES OR CURRENCIES. AS ESCROW AGENT, THE CORPORATION SHALL ACT SOLELY AS A STAKEHOLDER FOR THE CONVENIENCE OF THE CLEARING MEMBER. NEITHER THE CORPORATION, NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION ("OFFICIALS") SHALL BE LIABLE TO ANY PARTY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION WITH RESPECT TO THE EWR OR CURRENCIES DURING THE PERIOD THE CORPORATION IS THE TITLE HOLDER, EXCEPT TO THE EXTENT THE DAMAGE IS THE RESULT OF WILLFUL OR WANTON CONDUCT OR BAD FAITH. THE CLEARING MEMBER ON BEHALF OF WHICH THE CORPORATION IS HOLDING TITLE TO THE EWR OR CURRENCIES AS ESCROW AGENT SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATION AND ITS OFFICIALS AGAINST ANY CLAIMS, DAMAGES, LOSSES, COSTS, FEES, TAXES, OR EXPENSES RELATING IN ANY WAY TO THE EWR, THE CURRENCIES OR THE DISPOSITION THEREOF (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, EXPENSES OF INVESTIGATION, JUDGMENTS AND AMOUNTS PAID IN

SETTLEMENT), EXCEPT TO THE EXTENT OF CLAIMS, DAMAGES OR LOSSES ARISING SOLELY FROM THE CORPORATION'S WILLFUL OR WANTON CONDUCT OR BAD FAITH.

~~**Adopted by the Board November 10, 2003; effective on November 13, 2003.**~~

~~**Amended by the Board July 10, 2006; effective July 17, 2006 [addition of currencies].**~~

Rule 605. Deliveries Involving Gold Daily Futures Contracts

(a) In connection with the ICE Futures US Gold Daily Futures Contracts, delivery of gold will be made by transfer of ownership of the right to receive the relevant amount of unallocated gold in LBMA Vaults satisfying the LBMA Good Delivery Rules (as such terms are defined in the relevant Exchange Rules) ("Gold Vault Interests"), through the AURUM electronic clearing system (or successor system) operated by London Precious Metals Clearing Limited (or its successor). Neither the Corporation nor the Listing Exchange will have any responsibility or liability to any person for the use of, or any failure, error, action or omission of, such system or any LBMA Vault. Settlement will occur in accordance with the procedures and timetables specified in the Exchange Rules, subject to the provisions of this Rule.

(b) For purposes of Rule 401(c), the Corporation shall issue Notices of Intention to Deliver involving the ICE Futures US Gold Daily Futures Contracts received from Clearing Members (each, a "Gold Delivering Clearing Member") to specific Clearing Members that have delivered a Notice of Intention to Receive (each, a "Gold Receiving Clearing Member") in accordance with its procedures.

(c) Each Gold Delivering Clearing Member shall provide to the Corporation, in the form and by the deadline specified by the Corporation, confirmation from the relevant LBMA Vault that its account contains sufficient Gold Vault Interests to satisfy its delivery obligation in full.

(d) Rule 604 shall apply to the transfer of Gold Vault Interests to the Corporation or its account under the Exchange Rules as though such Gold Vault Interests were EWRs.

(e) A failure by a Clearing Member to timely deliver or pay for Gold Vault Interests in whole or in part as required by the rules of the Corporation or Listing Exchange may be reported to the Vice President of Market Regulation of the Listing Exchange by a Clearing Member who has failed to receive full performance of its contract, which Clearing Member may also make formal application for arbitration of the matter pursuant to the Arbitration Rules of the Listing Exchange as then in effect. A Clearing Member that failed to receive full performance of its contract because of a failure by another Clearing Member to timely deliver or pay for Gold Vault Interests in whole or in part will not have any claim against the Corporation with respect thereto.

(f) The Corporation may, in its discretion, provide a service to Clearing Members (the "Gold Facility") pursuant to which the Corporation may, upon request or upon its own initiative, obtain, procure or otherwise make gold available to or on behalf of a Clearing Member which has issued a Notice of Intention to Deliver, in order to settle such Clearing Member's obligation to deliver Gold Vault Interests. A Clearing Member which seeks to use the Gold Facility shall make a written request to the Corporation in the form and by the deadline specified by the Corporation. The Corporation (i) shall have no obligation to provide the Gold Facility, whether in full or partial settlement of a Clearing Member's delivery obligation, in response to a request from a Clearing Member or otherwise at any time, (ii) may determine to withdraw the Gold Facility at any

time, and (iii) shall not have any liability to any Clearing Member or any other Person as a result of any unavailability of, or any decision not to make available, the Gold Facility.

(g) A Clearing Member to which the Corporation provides the Gold Facility shall on demand reimburse and indemnify the Corporation and the Listing Exchange for any and all losses, costs, liabilities or expenses incurred in connection therewith. Without limiting the foregoing, the Clearing Member shall, on demand by the Corporation, (i) deliver to the Corporation the gold that was the subject of the delivery obligation covered by the Gold Facility or, at the election of the Corporation, pay to the Corporation the value thereof as determined by the Corporation, and (ii) pay any costs and expenses incurred by the Corporation in connection with any borrowing or overdraft of gold by the Corporation in connection therewith. Failure by the Clearing Member to satisfy any obligation under this Rule 605(g) shall constitute a "Monetary Default" as such term is defined in the By-Laws.

(h) In the event that the Corporation, upon the request of a Clearing Member or upon its own determination, utilizes its Gold Facility to procure gold with respect to a Gold Daily Futures Contract for which a Clearing Member has issued a Notice of Intention to Deliver, the Clearing Member shall not be deemed in default with respect to its delivery obligations under Rule 801 or under the Exchange Rules on the basis of the Gold Facility having been utilized to satisfy the Clearing Member's gold delivery obligation.

~~**Adopted by the Board September 28, 2016; effective December 19, 2016.**~~

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Rule 701. ~~Exercise Rules~~ **Confidential Treatment of Information**

(a) All information received by the Corporation concerning past or current positions carried by the Corporation or any other clearing organization for a Clearing Member or an Affiliated Person of such Clearing Member, or concerning margin payments between the Corporation or any other clearing organization and a Clearing Member or an Affiliated Person of such Clearing Member, or concerning deliveries made by or to a Clearing Member or an Affiliated Person of such Clearing Member, and any financial statements filed with the Corporation by any Clearing Member (collectively, "Member Trade Information"), shall be held in confidence by the Corporation and shall not be made known to any other person except as follows:

(i) With the written consent of the Clearing Member involved;

(ii) To the Commission or the United States Department of Justice pursuant to the requirements of the Act or any Commission Regulation;

(iii) Pursuant to a subpoena issued by or on behalf of any person, or in the Corporation's discretion, pursuant to a written request from the Congress of the United States, any committee or subcommittee thereof, the General Accounting Office, or any department or agency of the United States, the State of New York or the City of New York;

(iv) Pursuant to an order issued by a court having jurisdiction over the Corporation;

(v) To an Exchange of which such Clearing Member is a member for audit, compliance or market surveillance purposes; provided that the information so furnished to any Exchange shall be limited to positions, margin payments and deliveries relating to Contracts on that Exchange; and provided further that the furnishing of any such information shall be subject to such terms and conditions as the Board, from time to time, may deem appropriate;

(vi) To another clearing organization, exchange or other trading facility or trade repository with which the Corporation has an information sharing agreement which provides restrictions on the use and disclosure of the information, as deemed appropriate by the Corporation;

(vii) To any person in the business of providing data processing or similar services for the purpose of performing computations or analysis, or of preparing reports or records, for the Corporation, subject to such terms and conditions as the Board, from time to time, may deem appropriate;

(viii) To counsel for the Corporation;

(ix) To the regulatory authority of any foreign jurisdiction in which the Corporation has been approved to conduct business, to the extent that the consent of the Corporation to make such disclosure was a condition of such approval;

(x) To any other person, if, to the extent and pursuant to such terms and conditions as the Board, from time to time, may deem appropriate.

If information concerning one or more named Clearing Members or an Affiliated Person of such Clearing Member is requested pursuant to subparagraphs (iii) or (iv) above, the Corporation shall so notify each such Clearing Member prior to furnishing such information, unless in the judgment of the Corporation it would be contrary to the best interests of the Corporation to do so.

The Corporation may, to the extent permitted by law, require reimbursement from the person seeking such information for any out-of-pocket expenses incurred by the Corporation (including, but not limited to, compensation of Corporation personnel) in obtaining and making available information pursuant to this Rule 701.

(b) With respect to any Confidential Information, such information shall be held in confidence by the applicable Recipient, and the Recipient agrees that such Confidential Information will be used solely for its business purposes and may not be disclosed to any other person or used for any other purpose except as set forth in this paragraph (b). As used herein, "Confidential Information" means all business, financial, strategic and technical information and materials (including, without limitation, transaction data, position data, the identity of actual or potential business partners or investors, e-business opportunities and each party's potential interest therein, designs, analyses, reports, business methods and processes, business models and plans, customer and market information, and computer hardware and software systems, applications, program listings, licenses, manuals and documentation) owned by or in possession of a Clearing Member (or an Affiliated Person of a Clearing Member) or the Corporation, as applicable, on the one hand (the "Disclosing Party"), and communicated or delivered to the Corporation or a Clearing Member (or an Affiliated Person of a Clearing Member), respectively, on the other hand (the "Recipient"). Notwithstanding the foregoing, "Confidential Information" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the Recipient, (ii) was or becomes available to the Recipient on a non-confidential basis from a source that (to the best of the Recipient's knowledge) is not and was not prohibited from disclosing such information to the Recipient by a contractual, legal or fiduciary obligation, (iii) was known to the Recipient on a non-confidential basis prior to its disclosure by the Disclosing Party, or (iv) is developed by the Recipient or on its behalf without reliance on information furnished to the Recipient by the Disclosing Party. In addition, this paragraph (b) shall not apply to Member Trade Information, which shall instead be subject to paragraph (a) above. Where an Affiliated Person of a Clearing Member is the Recipient, such Clearing Member shall cause such Affiliated Person to comply with the obligations applicable to such Affiliated Person as Recipient under this Rule 701(b).

Notwithstanding the foregoing, a Recipient may disclose Confidential Information that is subject to this paragraph (b) as follows:

(i) With the written consent of the Disclosing Party;

(ii) To the Commission or the United States Department of Justice pursuant to the requirements of the Act or any Commission Regulation, or as otherwise required by law;

(iii) Pursuant to a subpoena issued by or on behalf of any person, or as otherwise required by or pursuant to a written request from the Congress of the United States, any committee or subcommittee thereof, the General Accounting Office, or any department or agency of the United States, the State of New York or the City of New York, or any other U.S. federal or state or foreign regulatory authority having jurisdiction over the Disclosing Party or the Recipient;

(iv) Pursuant to an order issued by a court having jurisdiction over the Disclosing Party or the Recipient;

(v) To counsel and professional advisers for the Recipient.

Rule 702. ~~Exercise of Options~~ **Employee Disclosures**

~~ICE CLEAR U.S.®, INC.~~

~~Part 7~~

~~Option Exercise~~

~~Rule 701. Exercise Rules~~

~~Any exercise of any option which is a Contract shall be made in accordance with these Rules and the rules of the Listing Exchange for such option.~~

~~Rule 702. Exercise of Options~~

~~(a) Any Clearing Member which has, or carries an account which has, an open long option position may issue an exercise notice with respect to each open long option in such form and by such time as the Corporation may prescribe.~~

~~(b) After the close on the last day of trading in any option, the Corporation will automatically exercise any open long option that has a striking price below (in the case of a call option) or above (in the case of a put option) the Settlement Price of the underlying futures contract or spread as determined by the Listing Exchange (without regard to whether the Corporation may use any other Settlement Price for any other purpose) on that day by an amount which equals or exceeds the minimum price increment permitted under the rules of the Listing Exchange for such option or such other differential as may from time to time be established by the Corporation for such option, unless, by such time as may be specified by the Corporation, the Clearing Member carrying any such option gives the Corporation instructions by electronic communication that any such option is to expire unexercised.~~

~~(c) The Corporation will assign exercise notices among Clearing Members which have, or carry accounts which have, open short positions in the option series being exercised, in such manner as the Corporation shall prescribe in proportion to their gross short positions in such options, separately for customer account and proprietary account.~~

~~(d) Upon exercise of any option on a futures contract, the Corporation shall make the entries on its books to convert each such exercised option into the underlying futures contract or futures contracts, or to effect cash settlement of such exercised option, as may be provided herein or by the Listing Exchange for such option.~~

~~(e) Any Clearing Member that is assigned an exercise notice pursuant to any option on a futures contract must deposit and pay any original margin and variation margin required for the underlying futures contract on the next Business Day at or before the time prescribed by the Corporation.~~

~~(f) EXCEPT AS PROVIDED IN THIS RULE 702, THE CORPORATION SHALL NOT HAVE ANY OBLIGATIONS WITH RESPECT TO ANY EXCHANGE OPTION THAT IS EXERCISED.~~

~~**Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (b) and (d)].**~~

No employee of the Corporation may disclose to any other person any material non-public information obtained as a result of employment by the Corporation; provided, however, that this Rule 702 shall not prohibit disclosures made by such an employee:

(i) in the course of such employee's duties, or

(ii) as permitted under Rule 701.

Rule 703. Trading Prohibition

(a) An employee of the Corporation shall not trade, directly or indirectly, any commodity interest cleared by the Corporation or any related commodity interest, or any commodity interest cleared by any other commodities clearing organization where the employee of the Corporation has access to material non-public information concerning such commodity interest.

(b) From time to time, the Corporation may adopt policies and procedures which set forth circumstances under which exemptions from the trading prohibition contained in Rule 703(a) will be granted. The effectiveness of such policies and procedures, and the administration of any exemptions, shall be governed by applicable law and regulations.

(c) Terms used in this Rule 703 shall have the meanings set forth in Commission Regulation 1.59(a).

(d) If the President (or, in the case of the President, the Board), in his or her (or its) sole discretion, finds that any employee has committed a violation of this Rule 703, such employee shall be subject to such sanctions, including but not limited to demotion, suspension or discharge, as the President (or, in the case of the President, the Board), in his or her (or its) sole discretion, deems appropriate.

Rule 704. Improper Use or Disclosure of Material, Non-Public Information by Board Member or Committee Member

(a) No member of the Board or any committee established by the Corporation shall use or disclose, for any purpose other than the performance of such person's official duties as a member of the Board or such committee, any material non-public information obtained by such person as a result of such person's participation on the Board or on any such committee; provided, however, that if any such person who effects any transactions after having received any such material, non-public information so obtained can show that such transaction was effected in the ordinary course of such person's business, such person shall not be deemed to have used such information in violation of this Rule 704(a), unless it can be shown that such person would not have effected such transaction in the absence of such information.

(b) For the purposes of this Rule 704, the terms "material" and "non-public information" each shall have the meaning set forth in Commission Regulation 1.59(a).

Rule 705. Consent to Disclosure of Certain Information

A person, by becoming a member of the Board or a member of a committee established by the Board, shall be deemed irrevocably to authorize and direct each futures commission merchant at which such person maintains an account to furnish the Corporation with such documents and information relating to such person's trading in futures contracts, securities or options as the Corporation may from time to time request for the purpose of monitoring compliance with Rule 704, and to agree to furnish the Corporation with such information relating to any such trading as the Corporation may from time to time request.

Rule 706. Conflicts of Interest

(a) *Definitions.* For purposes of this Rule 706 the following definitions shall apply:

disciplinary committee

Any person or committee of persons, or any subcommittee thereof, that is authorized to issue disciplinary charges, to conduct disciplinary proceedings, to settle disciplinary charges, to impose disciplinary sanctions, or to hear appeals thereof in cases involving any violation of the Rules, except in those cases where the person or committee imposes summary action pursuant to Rule 901.

family relationship of a person

The person's spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law.

Board

The Board of Directors, and any subcommittee thereof duly authorized to take action or to recommend the taking of action on behalf of the Corporation.

oversight panel

Any panel, or any subcommittee thereof, authorized to recommend or establish policies or procedures with respect to the Corporation's surveillance, compliance, rule enforcement, or disciplinary responsibilities.

member's affiliated firm

A firm in which the member is an employee or a "principal," as defined in CFTC Regulation 3.1(a).

named party in interest

A person or entity that is identified by name as a subject of any matter being considered by the Board, a disciplinary committee, or oversight panel.

significant action

(A) An Emergency and (B) any changes in margin levels that are designed to respond to extraordinary market conditions (such as an actual or attempted corner, squeeze, congestion or undue concentration of positions) or that otherwise are likely to have a substantial effect on prices in any Contract cleared by the Corporation; provided, however, that for purposes of clause (B) above, a margin change shall not be deemed likely to have a substantial effect on the price of a Contract cleared by the Corporation if such margin change was made in response to a change in the Settlement Price of any delivery month of such Contract if the amount of such margin change is equal to or less than 15% of the Settlement Price of such delivery month on the previous Business Day.

(b) *Named Party in Interest Conflict*

(i) Prohibition. No member of the Board, a disciplinary committee or oversight panel shall knowingly participate in such body's deliberations or voting in any matter involving a named party in interest where such member (A) is an officer, director or employee of the named party in interest or an Affiliated Person of such named party in interest or (B) has any other significant, ongoing business relationship with a named party in interest or an Affiliated Person of such named party in interest. No member shall automatically be deemed to have a significant ongoing business relationship with a named party in interest solely by virtue of being an officer, director or employee of a Clearing Member or Affiliated Person of such a Clearing Member

that executes trades opposite, clears Contracts for, carries Contracts with, the named party in interest or an Affiliated Person of such named party in interest.

(ii) Disclosure. Prior to consideration of any matter involving a named party in interest, each member of the deliberating body shall disclose to the President or the President's designee whether such member has one of the relationships listed in paragraph (b)(i) of this Rule 706 with a named party in interest.

(iii) Procedure and Determination. Exchange staff shall determine whether any member is subject to a conflicts restriction under this paragraph (b). Such determination shall be based upon a review of the following information:

(A) information provided by the member pursuant to paragraph (b)(ii), above, and

(B) any other source of information that is held by and reasonably available to the Exchange.

(c) *Financial Interest in a Significant Action Conflict*

(i) Prohibition. No member of the Board, a disciplinary committee or oversight panel shall participate in such body's deliberations and voting on any Significant Action if such member knowingly has a direct and substantial financial interest in the result of the vote based upon either Exchange or non-Exchange positions that could reasonably be expected to be affected by the Significant Action under consideration, as determined pursuant to this Rule 706.

(ii) Disclosure. Prior to consideration of any Significant Action, each member of the deliberating body who does not choose to abstain from deliberations and voting shall disclose to the President or the President's designee position information, that is known to such member, with respect to any particular month or months that are under consideration, and any other positions which the deliberating body reasonably expects could be affected by the Significant Action, as follows:

(A) gross positions held at the Exchange in the member's personal accounts or "controlled accounts," as defined in CFTC Regulation 1.3(j);

(B) gross positions held at the Exchange in proprietary accounts, as defined in CFTC Regulation 1.17(b)(3), at the member's affiliated firm;

(C) gross positions held at the Exchange in accounts in which the member is a principal, as defined in CFTC Regulation 3.1(a);

(D) net positions held at the Exchange in "customer" accounts, as defined in CFTC Regulation 1.17(b)(2), at the member's affiliated firm; and

(E) any other types of positions, whether maintained at the Exchange or elsewhere, held in the member's personal accounts or the proprietary accounts of the member's affiliated firm, that the Corporation reasonably expects could be affected by the Significant Action.

(iii) Procedure and Determination. Corporation staff shall determine whether any member is subject to a conflicts restriction under this paragraph (c) based upon a review of the most recent large trader reports and clearing records available to the Corporation, information provided by the member with respect to positions pursuant to paragraph (c)(ii) of this Rule 706 and any other source of information that is held by and reasonably available to the Corporation, taking into consideration the exigency of the significant action being contemplated. Unless the deliberating body establishes a lower position level, a member shall be subject to the conflict restriction in paragraph

(c)(i) of this Rule 706 if the staff's review identifies a position in the member's personal or controlled accounts or accounts in which the member is a principal as specified in paragraphs (c)(ii)(A), (C) and (E), in excess of 10 lots, or a position in the accounts of the member's affiliated firm as specified in paragraphs (c)(ii)(B), (D) and (E), in excess of 100 lots.

(iv) Deliberation Exemption. Any member of the Board, a disciplinary committee or oversight panel who would otherwise be required to abstain from deliberations and voting pursuant to paragraph (c) hereof may participate in deliberations, but not voting, if the deliberating body, after considering the factors specified below, determines that such participation would be consistent with the public interest; provided, however, that before reaching any such determination the deliberating body shall fully consider the position information specified in paragraph (c)(ii), above, which is the basis for such member's substantial financial interest in the significant action that is being contemplated. In making its determination, the deliberating body shall consider:

(A) whether the member's participation in deliberations is necessary to achieve a quorum; and

(B) whether the member has unique or special expertise, knowledge or experience in the matter being considered.

(v) Documentation. The minutes of any meeting to which the conflicts determination procedures set forth in this Rule 706 apply, shall reflect the following information:

(A) the names of all members who attended the meeting in person or who otherwise were present by electronic means;

(B) the name of any member who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and

(C) information on the position information that was reviewed for each member.

Rule 707. Exculpation and Reimbursement of Corporation

(a) NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION OR ICE FUTURES U.S. SHALL BE LIABLE TO ANY CLEARING MEMBER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ERROR, ACT OR OMISSION ON THE PART OF THE CORPORATION, OR ON THE PART OF ANY PERSON IN THE CAPACITY OF DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION, WHETHER OR NOT SUCH DAMAGES ARE DUE TO NEGLIGENCE, UNLESS SUCH ERROR, ACT OR OMISSION WAS THE RESULT OF WILLFUL OR WANTON CONDUCT OR WAS IN BAD FAITH.

(b) EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL MISCONDUCT OR BAD FAITH, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PARAGRAPH (b), NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION OR ICE FUTURES U.S. 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 (i) ANY FAILURE OR MALFUNCTION OF ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM, OR (ii) 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 ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM.

(c) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE CORPORATION OR ICE FUTURES U.S. TO ANY PERSON RELATING TO ANY SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

(d) ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST THE CORPORATION, ICE FUTURES U.S., OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION, SUIT OR PROCEEDING HAS ACCRUED. ANY PARTY BRINGING ANY SUCH ACTION, SUIT OR PROCEEDING CONSENTS TO JURISDICTION IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE SUPREME COURT OF NEW YORK COUNTY, NEW YORK, AND WAIVES ANY OBJECTION TO VENUE THEREIN. THIS PROVISION SHALL IN NO WAY CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY THIS PROVISION OR THE RULES OF THE CORPORATION OR ICE FUTURES U.S.

(e) IN ANY ACTION, SUIT OR PROCEEDING AGAINST THE CORPORATION, ICE FUTURES U.S. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY.

(f) Any Clearing Member which institutes an action or proceeding against the Corporation, or any of the officers, directors, committee members, agents or employees of the Corporation, and which fails to prevail in such action or proceeding, shall reimburse the Corporation and such officer, director, committee member, agent or employee, for any and all costs or expenses (including but not limited to attorneys' fees, expenses of investigation and amounts paid by way of indemnifying any officers, directors, employees or other persons by the Corporation) incurred in connection with the defense of such action or proceeding.

(g) For purposes of this Rule 707, the terms: (i) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; and (ii) "person" shall include the personal representative of an individual described in this Rule 707 who is deceased or under a disability.

Rule 708. Emergencies

(a) If the Exchange determines that there is an Emergency, the Corporation shall take such action as may be ordered by, or as may be necessary or appropriate to implement

emergency action ordered by, that Exchange with respect to (i) Contracts traded on or subject to the rules of the Exchange and cleared by the Corporation, and (ii) Clearing Members of the Exchange.

(b) If the Board, by a two-thirds vote of the members of the Board present and voting at any meeting, at which there is a quorum, determines that there is an Emergency, it may place into immediate effect a rule, or authorize other action to be taken by the Corporation as it deems necessary or appropriate to meet the Emergency. In the extraordinary event that the Board cannot be convened under the circumstances then existing, the President may determine whether there is an Emergency and may place into effect a rule, or order such other actions to be taken, as the President deems necessary or appropriate to meet the Emergency. Any such determination and action ordered by the President shall be reported to, and reviewed by, the Board as soon as practicable thereafter. Any actions taken pursuant to this Rule 708(b) shall be subject to the conflict of interest principles set forth in Rule 706 and shall be reported to the Commission no later than twenty-four (24) hours after the action is taken.

(c) In the event of an inconsistency between a determination made by an Exchange as referred to in Section 708(a) and a determination made by the Corporation pursuant to Section 708(b), the determination so made by the Exchange shall govern.

(d) If, in the judgment of the persons specified below, the physical functioning of the Corporation is, or is threatened to be, severely and adversely affected by a Physical Emergency, such persons are authorized to take such action as they deem necessary or appropriate to deal with such Physical Emergency. The persons authorized to take action pursuant to this Section 708(d) are any one of the following, in the order of their availability to take such action: (i) the President; (ii) any Vice President; (iii) the Chairman; (iv) any Vice Chairman; and (v) any other officer of the Corporation.

(e) For purposes of this Rule 708, the following terms shall have the following meanings:

(i) The term "Emergency" means (A) any occurrence or circumstance which the Exchange determines constitutes an emergency or physical emergency in accordance with the by-laws or rules of the Exchange, (B) any Physical Emergency, or (C) any occurrence or circumstance which the Board or President, pursuant to this Rule 708, determines requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of, or delivery pursuant to, any agreements, contracts or transactions cleared by the Corporation, including manipulative or attempted manipulative activity; any actual, attempted or threatened corner, squeeze, congestion or undue concentration of Positions; any circumstances which may materially affect the performance of agreements, contracts or transactions cleared by the Corporation, including failure of the payment system or the bankruptcy or insolvency of any Clearing Member; any action taken by any governmental body or any other board of trade, market or facility which may have a direct impact on trading on the Exchange or clearing by the Corporation; and any other circumstances which may have a severe, adverse effect upon the functioning of the Corporation.

(ii) The term "Physical Emergency" means any circumstance which has, or threatens to have, a severe, adverse effect upon the physical functions of the Corporation including, but not limited to, fire or other casualty, flood, bomb threats, substantial inclement weather, power failures, communication breakdowns, transportation breakdowns and computer malfunctions, backlog or delay in clearing or

in the processing of data related to clearing, trading system breakdown or any other similar events.

Rule 709. Risk Committee

The Board shall designate a Risk Committee consisting of three or more members who need not be directors, which shall have such responsibilities and functions as provided in the enabling resolution adopted by the Board. The Corporation shall consult with the Risk Committee as to margining and risk characteristics of new products to be accepted for clearing, as well as other risk matters. The Risk Committee shall act in an advisory capacity only.

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~~ICE CLEAR U.S.®, INC.~~

~~Part 8~~

~~Defaults~~

Rule 801. Defaults

If any of the following events (each, an "~~Events~~Event of Default") shall occur with respect to any Clearing Member (regardless of whether any such Event of Default is cured by any guarantor or other third party on behalf of such Clearing Member or otherwise):

(a) If such Clearing Member fails to meet any of its obligations under its Contracts with the Corporation;

(b) If such Clearing Member fails to pay any assessments levied upon it by the Corporation when and as provided in the By-Laws;

(c) If any Monetary Default occurs with respect to such Clearing Member;

(d) If such Clearing Member fails to make any required deposit in the Guaranty Fund when and as required pursuant to the By-Laws or these Rules;

(e) If the Corporation shall determine that such Clearing Member is not in compliance with the provisions of ~~Sections 5.2 or 5.3 of the By-Laws~~Rule 202 or Rule 203;

(f) If such Clearing Member commences a voluntary or a joint case in bankruptcy or files a voluntary petition or an answer seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief for the benefit of creditors under any bankruptcy or insolvency act or law of any jurisdiction, now or hereafter existing, or if such Clearing Member applies for or consents to the appointment of a custodian, liquidator, conservator, receiver or trustee (or other similar official) for all or a substantial part of its property; or if such Clearing Member makes an assignment for the benefit of creditors; or if such Clearing Member becomes or admits that it is insolvent;

(g) If an involuntary case is commenced against such Clearing Member in bankruptcy or an involuntary petition is filed seeking liquidation, reorganization, arrangement, readjustment of its debts or any relief for the benefit of creditors under any bankruptcy or insolvency act or law of any jurisdiction, now or hereafter existing; or if a custodian, liquidator, receiver or trustee (or other similar official) is appointed of the Clearing Member for all or a substantial part of its property;

(h) If a warrant of attachment, execution or similar process is issued against any substantial part of the property of the Clearing Member;

(i) If the Securities Investor Protection Corporation files an application for a protective decree with respect to such Clearing Member;

(j) If such Clearing Member holds a short futures contract position and does not tender a delivery notice on or before the time specified by the rules of the Listing Exchange on the last day on which such notices are permitted to be tendered, or fails to make delivery by the time specified in the rules of the Listing Exchange; or

(k) If such Clearing Member holds a long futures contract position and does not accept delivery or does not make full payment when due as specified in the rules of the Listing Exchange;

then, and in any such event, such Clearing Member shall automatically and without further action be suspended as a Clearing Member, except that such suspension may be temporarily postponed by the President if the President shall determine that such suspension would not be in the best interests of the Corporation, in which case the President shall immediately call a special meeting of the Board as soon as practicable, at which the Board may reinstitute such suspension or take such other action as may be provided for in the By-Laws or Rules.

~~Amended by the Board July 10, 2006; effective July 17, 2006 [introduction].~~

Rule 802. Liquidation on Termination or Suspension of Clearing Member

(a) When a Person ceases to be a Clearing Member of the Exchange or is suspended as a Clearing Member of the Exchange, all open Contracts carried by the Corporation for such Clearing Member shall be liquidated in the manner set forth in Rule 803 as expeditiously as is practicable unless and to the extent that:

(i) Such open Contracts are transferred by the Clearing Member and accepted by one or more other Clearing Members, with the prior consent of the Corporation, or transferred by the Corporation to one or more other Clearing Members pursuant to an auction of the Contracts or other procedure instituted by the Corporation;

(ii) The President and the Chairman, or in the absence of the Chairman, the Vice Chairman or, in the absence of both the Chairman and the Vice Chairman, any director determine that, in their opinion, the protection of the financial integrity of the Corporation does not require such a liquidation; or

(iii) Such liquidation is delayed because of the cessation or curtailment of trading on the Exchange for such Contracts.

(b) If it is determined pursuant to paragraph (a)(ii) of this Rule 802 not to liquidate any open Contracts of a Person, or if the Corporation is unable for any reason to liquidate such open Contracts in a prompt and orderly fashion, the President and the Chairman, or in the absence of the Chairman, the Vice Chairman or, in the absence of both the Chairman and the Vice Chairman, any director may authorize the execution from time to time for the account of the Corporation, solely for the purpose of reducing the risk to the Corporation resulting from the continued maintenance of such open Contracts, hedging transactions, including, without limitation, the purchase, grant or sale of Contracts. Such officers may delegate to one or more persons the authority to determine, within such guidelines as such officers shall prescribe, the nature and timing of such hedging transactions. Any costs or expenses, including losses, sustained by the Corporation in connection with transactions effected for its account pursuant to this paragraph shall be charged to such Person, and any gains, net of any costs and expenses, shall be credited to such Person.

~~Amended by the NYCC Board on July 12, 2004; effective August 18, 2004 [¶ (a)].~~

~~Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].~~

~~Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a) and (b)].~~

Rule 803. Method of Closing Out

(a) The open Contracts of any Person which, pursuant to Rule 802, are required to be liquidated pursuant to this Rule 803, shall be liquidated in such manner as the Corporation, in its discretion, may direct. Without limiting the generality of the foregoing:

(i) Any such liquidation may be effected by placing, with one or more Exchange members chosen at the discretion of the President, or, in the absence of the President, any Vice President, or in the absence of the President and each Vice President, any other officer, or by directly entering to the Exchange's trading platform, orders for the purchase, grant, exercise, or sale of Contracts. The President may designate and authorize an individual, and may hire a third party, to be responsible for the placement of such orders.

(ii) Contracts on opposite sides of the market, having different expiration months, may be liquidated by spread or straddle transactions (regardless of whether they are held for different accounts or different beneficial owners), in which case the price for each Contract in any such spread or straddle shall be determined as follows: an amount equal to one-half of the price differential at which the spread or straddle is executed shall be added to the median between the settlement prices for Contracts having the same expiration months as the two Contracts involved on the prior trading day in order to determine the price for the Contract having the higher prevailing market value at the time the spread or straddle is executed, and subtracted from such median in order to determine the price for the Contract having the lower prevailing market value at the time the spread or straddle is executed. If the President believes that setting the prices as prescribed in the preceding sentence would produce an inequitable result in any particular case, the prices may be set in such other manner as may be approved either by any two Board members or by one such Board member and the President of the Corporation.

(iii) Options may be liquidated by closing transactions or by exercise, in the discretion of the President, and in any case where an option is exercised, the Corporation may liquidate the underlying futures contract, if any, resulting from such exercise in accordance with this Rule.

(iv) The Person whose Contracts are liquidated shall be liable to the Corporation for any commissions or other expenses incurred in liquidating such Contracts.

(v) Notwithstanding any other provisions of this Rule 803(a), any such liquidation may be effected without placing orders for execution, by making appropriate book entries on the records of the Corporation (including, without limitation, by pairing and canceling offsetting long and short positions in the same delivery months of a futures contract or in the same option series carried by a Clearing Member) at a price equal to the settlement price or settlement premium on the day such liquidation is ordered or at such other price as the Board may establish; provided, however, if an Order for Relief has been entered with respect to such Person, the Corporation will not effect any such liquidation by book entry except as may be permitted by Commission Regulations.

(b) If, as a result of the rules of the Listing Exchange limiting fluctuations in price or other circumstances, it is not possible to liquidate all net open Contracts pursuant to Rule 803(a)(i), the Corporation may liquidate such Contracts by taking opposite positions in the current expiration month and liquidating the resultant offset positions by a spread or straddle.

(c) All liquidations made pursuant to this Rule 803 shall be for the account and risk of the Person which ceases to be a Clearing Member or which is suspended as a Clearing Member. NEITHER SUCH PERSON NOR ANY OTHER PERSON SHALL HAVE ANY CLAIM OR RIGHT AGAINST THE CORPORATION REGARDING THE TIMING OF LIQUIDATION OR THE MANNER IN WHICH OR THE PRICE AT WHICH CONTRACTS HAVE BEEN LIQUIDATED PURSUANT TO THIS RULE 803.

~~**Amended by the Board February 10, 2003; effective February 27, 2003 [¶(a)(i)].**~~

~~**Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a)(i) and (v)].**~~

Rule 804. Amounts Payable to the Corporation

Upon completion of the liquidation or transfer of the positions of a Person pursuant to Rule 803, the Corporation shall be entitled on demand to recover from such Person all amounts due to the Corporation for all losses, liabilities and expenses (including without limitation legal fees and disbursements) incurred by the Corporation in connection with such liquidation or transfer.

Rule 805. Reinstatement of Suspended Member

Any Clearing Member suspended pursuant to Rule 801 may apply for reinstatement as provided in Rule 903.

Rule 806. Close-Out Netting

(a) Insolvency of the Corporation. If at any time the Corporation: (i) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition presented against it, such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an Order for Relief or the making of an order for the Corporation's winding-up or liquidation, or (ii) approves resolutions authorizing any proceeding or petition described in clause (i) above (collectively, a "Bankruptcy Event"), all open positions in the Corporation shall be closed promptly.

(b) Default of the Corporation. If at any time the Corporation fails to comply with an undisputed obligation to pay money or deliver property to a Clearing Member that is due and owing in connection with a transaction cleared by the Corporation, for a period of thirty days from the date that the Corporation receives notice from the Clearing Member of the past due obligation, the Clearing Member's open proprietary and customer positions at the Corporation shall, at the election of that Clearing Member, be closed promptly.

(c) Wind-Up of Contracts. If at any time the Board determines, by virtue of the number of Withdrawing Clearing Members or otherwise, that a winding up (offset) of all outstanding positions at the Corporation is prudent, then all open positions at the Corporation shall be closed promptly.

(d) Netting and Close-Out. At such time as a Clearing Member's positions are closed pursuant to this Rule 806, the obligations of the Corporation to a Clearing Member in respect of all of its proprietary positions, accounts, collateral and deposits to the Guaranty Fund shall be netted, in accordance with the Bankruptcy Code, the Act and the regulations adopted thereunder in each case, against the obligations of that Clearing Member in respect of both its proprietary and its customers' positions, accounts,

collateral and its obligations to the Guaranty Fund to the Corporation. All obligations of the Corporation to a Clearing Member in respect of its customer positions, accounts, and collateral shall be separately netted against the positions, accounts and collateral of its customers in accordance with the requirements of the Bankruptcy Code, the Act and the regulations adopted thereunder in each case. At the time a Bankruptcy Event takes place, the authority of the Corporation, pursuant to ~~Section 5.5 of the By-Laws~~Rule 302, to make new assessments and/or require a Clearing Member to cure a deficiency in its Guaranty Fund deposit, arising after the Bankruptcy Event, shall terminate, and all positions open immediately prior to the close-out shall be valued in accordance with the procedures of paragraph (e) of this Rule.

(e) Valuation. As promptly as reasonably practicable, but in any event within thirty days of (i) the Bankruptcy Event, (ii) if a Clearing Member elects to have its open positions closed as described in paragraph (b) of this Rule, the date of the election, or (iii) the determination by the Board to wind up all outstanding positions as described in paragraph (c) of this Rule, the Corporation shall fix a U.S. dollar amount (the "Close-Out Amount") to be paid to or received from the Corporation by each Clearing Member, after taking into account all applicable netting and offsetting pursuant to paragraph (c) of this Rule. The Corporation shall value open positions subject to close-out by using the market prices for the relevant market (including without limitation any over-the-counter markets) at the time that the positions were closed out, assuming the relevant markets were operating normally at such time. If the relevant markets were not operating normally at such moment, the Corporation shall exercise its discretion, acting in good faith and in a commercially reasonable manner, in adopting methods of valuation expected to produce reasonably accurate substitutes for the values that would have been obtained from the relevant market if it were operating normally. In determining a Close-Out Amount, the Corporation may consider any information that it deems relevant, including, but not limited to, any of the following:

(i) prices for underlying interests in recent transactions, as reported by the market or markets for such interests;

(ii) quotations from leading dealers in the underlying interest, setting forth the price (which may be a dealing price or an indicative price) that the quoting dealer would charge or pay for a specified quantity of the underlying interest;

(iii) relevant historical and current market data for the relevant market, provided by reputable outside sources or generated internally; and

(iv) values derived from theoretical pricing models using available prices for the underlying interest or a related interest and other relevant data.

Amounts stated in a currency other than U.S. dollars shall be converted to U.S. dollars at the current rate of exchange, as determined by the Corporation. If a Clearing Member has a negative Close-Out Amount, it shall promptly pay that amount to the Corporation.

(f) Interpretation in Relation to FDICIA. The Corporation intends that certain provisions of this Rule be interpreted in relation to certain terms (identified by quotation marks) that are defined in the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"), as amended, as follows:

(i) The Corporation is a "clearing organization."

(ii) An obligation of a Clearing Member to make a payment to the Corporation, or of the Corporation to make a payment to a Clearing Member, subject to a netting agreement, is a "covered clearing obligation" and a "covered contractual payment obligation."

(iii) An entitlement of a Clearing Member to receive a payment from the Corporation, or of the Corporation to receive a payment from a Clearing Member, subject to a netting contract, is a "covered contractual payment entitlement."

(iv) The Corporation is a "member," and each Clearing Member is a "member."

(v) The amount by which the covered contractual payment entitlements of a Clearing Member or the Corporation exceed the covered contractual payment obligations of such Clearing Member or the Corporation after netting under a netting contract is its "net entitlement."

(vi) The amount by which the covered contractual payment obligations of a Clearing Member or the Corporation exceed the covered contractual payment entitlements of such Clearing Member or the Corporation after netting under a netting contract is its "net obligation."

(vii) The By-Laws and Rules of the Corporation, including this Rule 806, are a "netting contract."

(g) Cross-Margining Agreement. If a Bankruptcy Event should occur, the Corporation shall immediately seek to exercise its authority under the Cross-Margining Program to cause the immediate liquidation of all assets and liabilities in all cross-margining accounts of Clearing Members and to reduce all such accounts to a single net obligation to or from the Clearing Member to be settled in accordance with the terms of the cross-margining agreement.

~~**Adopted by the Board December 10, 2009; effective December 17, 2009.**~~
~~**Amended by the Board November 26, 2013; effective December 31, 2013 [¶¶ (c) through (g)].**~~

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Part 9
Disciplinary Proceedings

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~~ICE CLEAR U.S.®, INC.~~

~~PART 9~~

~~Disciplinary Proceedings~~

Rule 901. Rule Violations

(a) Except as provided in paragraph (b) of this Rule 901, the Corporation shall refer any suspected violation of the By-Laws or these Rules by any Clearing Member to the enforcement staff of ICE Futures U.S. for appropriate action, in accordance with the rules of ICE Futures U.S.

(b) The President or ~~his~~the President's designee may summarily impose a fine against any Clearing Member:

(i) for failing to make timely payments to the Corporation of ~~original~~initial or variation margin, option premiums, dues, fees, fines, assessments or other charges, and

(ii) for failing to make timely and accurate submissions to the Corporation of notices, reports, or other information required under any provision of the By-Laws or these Rules.

The amounts of the fines for any category of violations which may be imposed pursuant to this Rule 901(b) shall not exceed $10,000. Nothing contained in this Rule 901(b) shall preclude any other action against a Clearing Member pursuant to Rule 901(a) or otherwise with respect to conduct described in this Rule 901(b). The imposition of a fine pursuant to this Rule 901(b) shall be the final action of the Corporation.

~~Amended by the Board February 3, 2009; effective February 12, 2009 [¶ (a)].~~

~~Amended by the Board September 23, 2014; effective October 20, 2014. [¶ (b)].~~

Rule 902. Clearing Member Financial Emergencies

(a) If at any time the Board, in its sole discretion, determines that a Financial Emergency exists, or there is a substantial question as to whether a Financial Emergency exists, with respect to any Clearing Member, the Board may suspend, or take any other action against, involving or with respect to such Clearing Member and/or any Affiliated Person of such Clearing Member which is also a Clearing Member as the Board may deem necessary or appropriate including, but not limited to, order the Clearing Member to deposit such additional margin with the Corporation as deemed appropriate; prescribe such additional capital requirements as deemed appropriate; order special or advance variation margin payments to be made by such Clearing Member; prescribe such limitations on Position Risk as deemed appropriate; or transfer Contracts to another Clearing Member through an auction of such Contracts or otherwise.

(b) Any action taken against, involving or with respect to any Clearing Member pursuant to this Rule shall be taken after notice and an opportunity to be heard, unless (i) such Clearing Member shall have waived the right to such notice and opportunity, or (ii) the President in his or her sole discretion shall determine that (A) giving such notice or opportunity to be heard before taking such action is not practicable under the circumstances, and (B) there is reason to believe that immediate action is necessary to

protect the best interests of the marketplace. Any such notice shall be given not later than one hour before the hearing.

(c) In any case in which action is taken against, involving or with respect to a Clearing Member without prior notice and opportunity to be heard, the Corporation shall give such member notice and an opportunity to be heard promptly thereafter. Every such notice shall (i) state the action taken, (ii) briefly state the reasons for the action and (iii) state the effective time, date and duration of the action.

(d) In any hearing pursuant to this Rule the Board shall not be bound by formal rules of evidence or by technical considerations and shall follow such procedures as it deems best calculated to ascertain material information and otherwise to insure a fair and impartial hearing.

(e) At the hearing, the President or ~~his~~the President's designee shall present such evidence and considerations as may tend to show that a Financial Emergency exists or that there is a substantial question as to whether a Financial Emergency exists with respect to such Clearing Member, and the Clearing Member may present such evidence and considerations as may tend to show that no such Financial Emergency or substantial question exists. The Clearing Member may be represented by legal counsel or any other representative of its choosing at such hearing. A substantially verbatim record of the hearing shall be made, but need not be transcribed unless the Clearing Member so requests or the Corporation so determines.

(f) The Board shall issue a written decision and shall provide a copy of such decision to the President and the Clearing Member, together with a copy of any transcript that may have been made of the hearing and copies of any documents that may have been presented at the hearing. The decision shall include a statement of the Board's determination as to whether a Financial Emergency exists or there is a substantial question as to whether a Financial Emergency exists with respect to such Clearing Member and, if so, a description of any action taken, including the affirmance, modification or reversal of any action theretofore taken, and the effective date and duration of the action. Such decision shall be the final action of the Corporation and shall not be subject to appeal within the Corporation.

~~**Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a), (b) and (d) – (f)].**~~

Rule 903. Reinstatement of Suspended Member; Revocation or Modification of Other Actions; Termination of Status

A Clearing Member which has been suspended pursuant to Rule 801 or 902, or which has been the subject of any other action pursuant to Rule 902, may seek reinstatement or revocation or modification of such action by submitting an application therefore in such form and accompanied by such information as the Corporation may prescribe. Such application may be rejected or granted in whole or in part by the Board in its discretion. If a Clearing Member which has been so suspended does not so apply for reinstatement within thirty (30) days after the commencement of such suspension, or if such Clearing Member shall have so applied and the Board shall have rejected the application, the Board may terminate such Clearing Member's status as a Clearing Member after giving such Clearing Member notice and an opportunity to be heard in accordance with the procedures set forth in ~~Section 5.3~~paragraph (b) of ~~the By-Laws~~Rule 203 for denying an application to become a Clearing Member.

~~**Amended by the Board July 10, 2006; effective July 17, 2006 [termination].**~~

Rule 904. Conflicts of Interest

A member of the Board may not participate in any proceedings conducted pursuant to this Part 9 if such member is precluded from participating in deliberations or voting on the matter pursuant to the conflict of interest principles set forth in Rule ~~111~~706(b).

~~**Amended by the Board December 9, 2008; effective December 15, 2008.**~~

Rule 905. Liability for Expenses

Any Clearing Member which, after notice and opportunity for hearing pursuant to these Rules, has been found by final action of the Corporation to have violated any By-Law or Rule, or has been the subject of action taken pursuant to Rule 902, may, in the discretion of the Corporation, be required to pay to the Corporation an amount equal to any and all expenses incurred by the Corporation (including without limitation legal and accounting fees and expenses and the costs of liquidating or transferring Contracts) incurred in investigating the matter, preparing the matter for referral to the Exchange or for submission to the Board, or otherwise in connection with such violation or action, as the case may be, in addition to any fine or other penalty which may be imposed on such Clearing Member.

~~**Amended by the Board December 9, 2008; effective December 15, 2008**~~

~~ICE CLEAR U.S.®, INC.~~
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~~Cleared Only Swaps~~

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ICE CLEAR U.S.®, INC.

Part 10
Cleared Only Swaps

Rule 1000. Scope of Chapter

The Rules in this Chapter govern the clearing and settlement of Cleared Only Swaps as defined in Rule 1001(a). Clearing Members shall continue to be subject to the Corporation's By-Laws and Rules, and each Cleared Only Swap shall be deemed a "Contract" within the meaning of the By-Laws and Rules of the Corporation. In the event of any inconsistency between the Rules in this Chapter and any other provisions of the By-Laws or Rules, the provisions of this Chapter shall govern.

Rule 1001. Definitions

(a) In this Chapter and in all procedures and resolutions adopted by the Board hereunder, the following terms shall have the meanings indicated, unless the context otherwise requires:

(i) **Cleared Only Swap**

The term "Cleared Only Swap" shall mean the Contract submitted by ICE Futures U.S. to, and accepted by, the Corporation for clearing in accordance with the Rules of this Chapter.

(ii) **Eligible Swap Participant or ESP**

The term "Eligible Swap Participant" or "ESP" shall have the meaning set forth in Commission Regulation 35.1(b)(2) and shall include any other person that the Commission determines pursuant to section 4(c) of the Act or otherwise to be eligible to engage in swap transactions.

(iii) **OTC Swap**

The term "OTC Swap" shall mean an agreement entered into in the over-the-counter market between two (2) ESPs in accordance with Part 35 of the Commission's Regulations.

Rule 1002. Submission of Swaps

(a) An OTC Swap may be submitted to ICE Futures U.S. by arrangement between the ESPs who are parties to the OTC Swap, in accordance with such rules and procedures as ICE Futures U.S. shall specify from time to time, for clearing as a Cleared Only Swap. The buyer and seller of the OTC Swap must be the same as the buyer and seller of the Cleared Only Swap.

(b) It is the responsibility of the Clearing Member carrying the account in which a Cleared Only Swap is carried to determine that the owner of such account is an ESP.

Rule 1003. Effect of Clearance

Upon acceptance of a submitted OTC Swap by the Corporation, the OTC Swap shall be extinguished and simultaneously replaced by a Cleared Only Swap, and the Corporation shall be substituted as, and assume the position of, the buyer to the Clearing Member which is the seller of the Cleared Only Swap and the position of the seller to the Clearing Member which is the buyer of the Cleared Only Swap; and thereupon the Corporation shall have all the rights and obligations with respect thereto as the parties for which it is substituted.

Rule 1004. Eligible Products

An OTC Swap meeting the terms and conditions as specified in this Rule and in Chapter 23 of the ICE Futures U.S. Rules shall be eligible for clearing as a Cleared Only Swap.

(a) **Coffee**

(i) Clearing Unit

The unit of clearing shall be equal to thirty-seven thousand five hundred (37,500) pounds of washed Arabica coffee.

(ii) Contract Months

Contract months shall be limited to the months of March, May, July, September and December extending for a period as determined by the ICE Futures U.S. Board.

(iii) Price Basis and Price Fluctuations

(A) The price shall be quoted as the price per pound.

(B) Minimum price fluctuations shall be quoted per pound in cents and decimal fractions of a cent and at a price which is a multiple of five one-hundredths of one cent per pound.

(iv) Liquidation

Liquidation shall be by either (A) final settlement as determined on the Last Day of Clearing (as such phrase is defined in paragraph (vi) below) or (B) entry into an offsetting Cleared Only Swap.

(v) Daily Settlement Price

The daily settlement price shall be equal to the daily settlement price of the corresponding delivery month of the ICE Futures U.S. Coffee "C" futures contract.

(vi) Last Day of Clearing

(A) The Last Day of Clearing for Cleared Only Swaps involving Coffee shall be the second (2nd) Friday of the calendar month preceding the delivery month; provided however, that:

(1) in the event that

(i) ICE Futures U.S. is closed on any such Friday then:

(a) if the determination that ICE Futures U.S. would be closed was made more than one (1) week prior thereto, the term "Last Day of Clearing" shall mean the trading day preceding such Friday; and

(b) if such determination was made at any other time, the term "Last Day of Clearing" shall mean the first (1st) trading day after such Friday; and/or

(2) there is less than four (4) trading days between any such Friday and the first (1st) notice day of the corresponding month of the ICE Futures U.S. Coffee "C" Futures Contract, the term "Last Day of Clearing" shall mean the fifth (5th) Business Day preceding the first (1st) notice day of the corresponding month of the ICE Futures U.S. Coffee "C" Futures Contract.

(vii) Final Settlement Price

(A) The final Settlement Price shall be the settlement price of the corresponding delivery month of the ICE Futures U.S. Coffee "C" futures contract on the Last Day of Clearing of the Cleared Only Swap.

(B) Final settlement shall be made on the Business Day following the Last Day of Clearing and shall be made in the same manner, and in accordance with the same procedures, as the payment of variation margin.

(C) The amount to be paid in final settlement shall be determined by multiplying three dollars and seventy five cents ($3.75) times the basis point difference between the settlement price of the Business Day prior to the Last Day of Clearing and the final settlement price.

(D) Upon final settlement of a Cleared Only Swap as provided in this Rule, the parties shall have no further obligations under the Rules with respect thereto.

(b) **Cocoa**

(i) Clearing Unit

The unit of clearing shall be equal to ten (10) metric tons net of cocoa beans.

(ii) Contract Months

Contract months shall be limited to the months of March, May, July, September and December extending for a period as determined by the ICE Futures U.S. Board.

(iii) Price Basis and Price Fluctuations

(A) The price shall be quoted as the price per metric ton.

(B) Minimum price fluctuations shall be quoted in U.S. dollars per metric ton and at a price which is a multiple of one dollar per metric ton.

(iv) Liquidation

Liquidation shall be by either (A) final settlement as determined on the Last Day of Clearing (as such phrase is defined in paragraph (vi) below) or (B) entry into an offsetting Cleared Only Swap.

(v) Daily Settlement Price

The daily settlement price shall be equal to the daily settlement price of the corresponding delivery month of the ICE Futures U.S. Cocoa futures contract.

(vi) Last Day of Clearing

The Last Day of Clearing for Cleared Only Swaps involving Cocoa shall be the first (1st) Friday of the calendar month preceding the delivery month; provided however, that:

(A) in the event that

(1) ICE Futures U.S. is closed on any such Friday then:

(i) if the determination that ICE Futures U.S. would be closed was made more than one (1) week prior thereto, the term "Last Day of Clearing" shall mean the trading day preceding such Friday; and

(ii) if such determination was made at any other time, the term "Last Day of Clearing" shall mean the first (1st) trading day after such Friday.

(vii) Final Settlement Price

(A) The final Settlement Price shall be the settlement price of the corresponding delivery month of the ICE Futures U.S. Cocoa futures contract on the Last Day of Clearing of the Cleared Only Swap.

(B) Final settlement shall be made on the Business Day following the Last Day of Clearing and shall be made in the same manner, and in accordance with the same procedures, as the payment of variation margin.

(C) The amount to be paid in final settlement shall be determined by multiplying ten dollars ($10.00) times the basis point difference between the settlement price of the Business Day prior to the Last Day of Clearing and the final settlement price.

(D) Upon final settlement of a Cleared Only Swap as provided in this Rule, the parties shall have no further obligations under the Rules with respect thereto.

(c) **Sugar**

(i) Clearing Unit

The unit of clearing shall be equal to fifty (50) tons of two thousand two hundred forty (2,240) pounds of raw sugar.

(ii) Contract Months

Contract months shall be limited to the months of January, March, May, July and October extending for a period as determined by the ICE Futures U.S. Board.

(iii) Price Basis and Price Fluctuations

(A) The price shall be quoted in terms of cents per pound.

(B) Minimum price fluctuations shall be quoted in cents and hundredths of a cent per pound and at a price that is a multiple of one one-hundredth of a cent per pound.

(iv) Liquidation

Liquidation shall be by either (A) final settlement as determined on the Last Day of Clearing (as such phrase is defined in paragraph (vi) below) or (B) entry into an offsetting Cleared Only Swap.

(v) Daily Settlement Price

The daily settlement price shall be equal to the daily settlement price of the corresponding month of the ICE Futures U.S. Sugar No. 11 futures contract.

(vi) Last Day of Clearing

The Last Day of Clearing for Cleared Only Swaps involving Sugar shall be the fifteenth (15th) calendar day of the delivery month; provided, however, that in the event ICE Futures U.S. is closed on such day, then the Last Day of Clearing shall be the next succeeding Business Day.

(vii) Final Settlement Price

(A) The final Settlement Price shall be the settlement price of the corresponding month of the ICE Futures U.S. Sugar No. 11 futures contract on the Last Day of Clearing of the Cleared Only Swap.

(B) Final settlement shall be made on the Business Day following the Last Day of Clearing and shall be made in the same manner, and in accordance with the same procedures, as the payment of variation margin.

(C) The amount to be paid in final settlement shall be determined by multiplying eleven dollars and twenty cents ($11.20) times the basis point difference between the settlement price of the Business Day prior to the Last Day of Clearing and the final settlement price.

(D) Upon final settlement of a Cleared Only Swap as provided in this Rule, the parties shall have no further obligations under the Rules with respect thereto.

Rule 1005. Reportable Positions and Daily Reports

Each Clearing Member which owns, controls, or carries for any customer a Cleared Only Swap, shall file such reports as are specified in Chapters 6 and 23 of the ICE Futures U.S. Rules or as otherwise required by ICE Futures U.S.

Rule 1006. Record Keeping

The parties to an OTC Swap that has been submitted for clearing as a Cleared Only Swap must maintain all documents relevant to the OTC Swap, including documents generated in accordance with relevant market practices. Any such documents shall be provided to the Corporation upon request, and it shall be the responsibility of such parties to provide the required documents on a timely basis.

ICE CLEAR U.S.®, INC.
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Part 11
Iron Ore Swaps

ICE Clear U.S. shall commence clearing of Iron Ore Swaps on December 2, 2009

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ICE CLEAR U.S.®, INC.

Part 11
Iron Ore Swaps

ICE Clear U.S. shall commence clearing of Iron Ore Swaps on December 2, 2009

Rule 1100. Scope of Chapter

The Rules in this Chapter govern the clearing and settlement of Iron Ore Swaps. Clearing Members shall continue to be subject to the Corporation's By-Laws and Rules, and each cleared Iron Ore Swap shall be deemed a "Contract" within the meaning of the By-Laws and Rules of the Corporation. In the event of any inconsistency between the Rules in this Chapter and any other provisions of the By-Laws or Rules, the provisions of this Chapter shall govern.

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Rule 1101. Definitions

(a) In this Chapter and in all procedures and resolutions adopted by the Board hereunder, the following terms shall have the meanings indicated, unless the context otherwise requires:

(i) **Eligible Trader**

The term "Eligible Trader" shall mean a Person that is an Eligible Contract Participant, as such term is defined in the Act or Eligible Commercial Entity, as such term is defined in the Act, as appropriate, or that otherwise satisfies applicable requirements under the Act relating to swap agreements entered into in the over-the-counter market.

(ii) **Iron Ore Swap**

The term "Iron Ore Swap" shall mean a swap agreement entered into in the over-the-counter market between two (2) Eligible Traders relating to Iron Ore and having the specifications set forth in Rule 1104(a).

Rule 1102. Submission of Swaps

(a) An Iron Ore Swap may be submitted to the Corporation by arrangement between the parties thereto in accordance with such rules and procedures as the Corporation shall specify from time to time.

(b) It is the responsibility of the Clearing Member carrying the account to which an Iron Ore Swap is cleared to determine that the owner of such account is an Eligible Trader.

Rule 1103. Acceptance by Corporation

The Corporation shall not be deemed to have accepted an Iron Ore Swap for purposes of Rule 401 until each Clearing Member has met the original margin and variation margin obligations applicable thereto in accordance with the Rules. Upon acceptance, the Corporation shall be substituted as, and assume the position of, the buyer to the Clearing Member which is the seller and the position of the seller to the Clearing Member which is the buyer; and thereupon the Corporation shall have all the rights and obligations with respect thereto as the parties for which it is substituted.

Rule 1104. Eligible Product

An Iron Ore Swap meeting the terms and conditions as specified in this Rule shall be eligible for clearing:

(i) Clearing Unit

The unit of clearing shall be equal to 1,000 dry metric tonnes, 62% Fe.

(ii) Contract Months

Twenty four (24) consecutive months commencing with January 2010. Upon the expiration of a contract month, a new contract month shall be added on the next Business Day following the Last Day of Clearing of the expiring month.

(iii) Price Basis and Price Fluctuations

(A) The price shall be quoted as the price per dry metric tonne and shall be quoted in U.S. dollars and cents.

(B) Minimum price fluctuations shall be quoted at a price which is a multiple of one cent per dry metric tonne.

(iv) Daily Settlement Price

The daily settlement price shall be determined using price data from the spot, forward and derivative markets for both physical and financial products.

(v) Last Day of Clearing

(A) The Last Day of Clearing shall be the first business day in Singapore of the month which follows the expiring contract month.

(vi) Final Settlement Price

(A) The final Settlement Price shall be determined by taking the average of the daily High/Low quotations published in Platts Metal Alert under the heading "Iron Ore fines 62% Fe CFR North China" for each day during the last calendar month that the relevant Iron Ore Swap is eligible for clearing.

(B) Final settlement shall be made on the first business day in Singapore following the Last Day of Clearing and shall be made in the same manner, and in accordance with the same procedures, as the payment of variation margin.

Rule 1105. Record Keeping

The parties to an Iron Ore Swap that has been submitted for clearing shall maintain all documents relevant to the transaction, including documents generated in accordance with relevant cash market practice. Any such documents shall be provided to the Corporation upon request, and it shall be the responsibility of such parties to provide the required documents on a timely basis.