

3.13.4 The Exchange may modify or suspend a Participant's access to the Exchange if the Exchange reasonably believes that such Participant's positions, when considered in light of other positions maintained by such Participant and any other factors that the Exchange reasonably deems relevant (including, as applicable, financial information provided by such Participant and the margin required for all such positions), could jeopardize the financial safety of other Participants.

3.14 Dues and Fees

3.14.1 Exchange dues and fees are posted at www.nodalexchange.com and updated from time to time.

3.15 Inspections by the Exchange

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

- (a) inspect systems, equipment and software operated by the Participant in connection with business that is or may be subject to the Rules, wherever located;
- (b) access the systems, equipment, software, and the premises on which the systems, equipment, and software are located, any data stored in any of the systems or equipment, during ~~the regular business hours of the Exchange, without prior notice to the Participant;~~ and/or
- (c) copy and/or reproduce any data to which the Exchange has access under this Rule.

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

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