

FMX Futures Exchange, L.P.
Rule Amendments
Submission #2024-03
August 5, 2024

1. Attached are the texts of the amended FMX Futures Exchange, L.P., (“Exchange”) rules which indicate the additions and deletions to the Exchange’s Rules that are currently in effect.
2. The proposed effective date is ten business days after receipt by the Commission of this submission.
3. Attached please find a certification that: (1) these rule amendments comply with the Commodity Exchange Act and the Commission’s regulations thereunder; and (2) concurrent with this submission, the Exchange posted on its website: (i) a notice of pending certification of the rule submissions with the Commission; and (ii) a copy of this submission.
4. A concise explanation and analysis of the operation, purpose, and effect of the amended rules changes appear below.
5. There were no opposing views expressed regarding this amendment.

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A CONCISE EXPLANATION AND ANALYSIS OF THE OPERATION, PURPOSE, AND EFFECT OF THE CERTIFIED RULE AND ITS COMPLIANCE WITH APPLICABLE PROVISIONS OF THE ACT, INCLUDING CORE PRINCIPLES AND THE COMMISSION’S REGULATIONS THEREUNDER

The Exchange is amending its Rule I-1, Defined Terms, by replacing the defined term “Market Data” with the defined term “Exchange Data,” adding the defined terms “Exchange Parties,” “Participant Parties” and “Transactions”, and revising or adding the defined terms for “Exchange Trading System,” “Independent Software Vendor or ISV,” “Services,” and “Trading Facilities” to conform to the defined terms used within the FMX Participant Agreement and making associated conforming changes in the Rules. The conforming changes in the Rules are editorial in nature and not individually presented herein.

The Exchange is amending its Rule XI-16, Limitation of Liability, to amend and clarify the scope of the limitation of liability provisions, including maximum monetary amounts available for applicable claims.

Explanations

Rule I-1 Defined Terms

- “Exchange Data” is a new term whose definition is identical to “Market Data” which is removed. The term replaces the Market Data throughout the Rules.
- “Exchange Parties” is a new term whose use is limited to Rule XI-16, Limitation of Liability. It refers to the Exchange, its Affiliates, and their respective partners, members, directors, officers, employees, and agents.
- The term “Exchange Trading System” is being amended to clarify that it includes all the Exchange’s licensed, and/or operated automated order entry and execution systems in addition to its proprietary systems.
- The term “Independent Software Vendor” is being modified to refer to a person connecting to any of the “Trading Facilities, a newly defined term described below. The amendment expands the term to include any person who connects to the Services and to Exchange Data in addition to those connect to the Exchange Trading System.
- The term “Market Data” has the identical definition to that for “Exchange Data is being removed everywhere in the Rules in favor of the new term “Exchange Data”.
- “Participant Parties” is a new term that includes Participant, and any Reponsible Trading Agents, Direct Access Customers, and Customers of such Participant, and their respective partners, members, directors, officers, employees, agents, and licensors. The use of the term is limited to Rule XI-16, Limitation of Liability.
- The new term “Services” is an expansive term that includes the whole variety of services the Exchange may provide. Services are included in the definition of Trading Facilities. Services are also covered by Rule XI-16, Limitation of Liability. The current lower case instances of the term Services survive as “services” and retain their common English language meaning.
- “Trading Facilities”, a newly defined term, includes the Electronic Trading System, Exchange Data, and Services.
- “Transactions” is a newly defined term that refers to transactions to buy or sell FMX Division Contracts. All uses of the term are now capitalized in the Rules.

Rule XI-16 Limitation of Liability

The Exchange’s limitation of liability is being amended to clarify the scope of the limitation of liability provisions, including maximum monetary amounts available for applicable claims.

Rule Amendments

Changes are in red, additions are underlined, and deletions are crossed out.

I-1 Defined Terms

Exchange Data

The term “Exchange Data” means, collectively, any and all information, content and data relating to Orders or Transactions on the Exchange Trading System, whether provided or made available by the Exchange Parties or by a third party, including last sale information, information on bids and offers, volume information, the format and presentation of any such data, content or information, and any and all information, content or data derived from any of the foregoing.

Exchange Parties

~~The term “~~The term “Exchange Parties” means the Exchange, its Affiliates, and their respective partners, members, directors, officers, employees, and agents.

Exchange Trading System

The term “Exchange Trading System” means all the Exchange’s owned, licensed, and/or operated automated order entry and execution systems used by the Exchange for the placement and execution of orders or the collection and transmission of information relating to trading on the CX Division or the FMX Division, (and any part thereof) currently existing or as hereafter modified or developed, access to or use of which was, is, or will be directly or indirectly, provided by the Exchange.

Independent Software Vendor or ISV

The term “Independent Software Vendor” or “ISV” means a person that offers software, hardware, applications or devices that are capable of direct or indirect interface with, connection to or use of any of the ~~FMX Division’s trading facilities~~ Trading Facilities.

Market Data

~~The term “Market Data” means any and all information relating to Orders or transactions on the Exchange Trading System, including Last Sale Information, information on bids and offers, any other data derived from such information, volume information, the format and presentation of any such data or information, and transmissions of such data or information to Participants, Market Data Vendors and other persons.~~

Participant Parties

The term “Participant Parties” means any Participant, and any Reponsible Trading Agents, Direct Access Customers, and Customers of such Participant, and their respective partners, members, directors, officers, employees, agents, and licensors.

Services

The term “Services” means one or more services provided by the Exchange relating to a Participant’s trading of Contracts through the Exchange Trading System, including (i) access to the Trading Facilities, which will permit a Participant to submit Orders and to view and act upon bids and offers posted by other Participants and to interact with Orders of other Participants in order to enter Transactions; (ii) electronic execution of Transactions between a Participant and other Participants; (iii) access to market information regarding available bids and offers for Transactions, Orders and related information; (iv) use of search and display functions with respect to a Participant’s executed Transactions; (v) help desk coverage; (vi) provision of Exchange Data; (vii) electronic confirmation of Transactions; (viii) facilitation of FCM-required pre-trade risk functionality, as applicable, and (ix) submission of executed Transactions for clearing to LCH Limited.

Trading Facilities

The term “Trading Facilities” means, collectively, the Exchange Trading System, Exchange Data, and Services.

Transactions

The term “Transactions” means transactions for the purchase and sale of FMX Division Contracts.

XI-13 Limitation of Liability

~~EXCEPT AS OTHERWISE PROVIDED IN THESE RULES, AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS RULE XI-16,~~ NEITHER THE EXCHANGE ~~(INCLUDING ITS AFFILIATES AND PARTIES,~~ ANY CONTRACTORS ~~AND~~ SUB-CONTRACTORS PROVIDING SERVICES TO THE EXCHANGE) PARTIES, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY ~~OTHER~~ PERSON, INCLUDING ANY ~~OF THE PARTICIPANT PARTIES OR PERSONS~~ ASSOCIATED WITH A PARTICIPANT ~~(INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT),~~ PARTY, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING LOSS OF PROFITS, LOSS OF ~~USE, DIRECT BUSINESS, LOSS OF REVENUE OR OPPORTUNITY, LOSS OF USE, LOSS OF DATA, OR ANY DIRECT,~~ INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES), ARISING FROM OR RELATING TO: (A) ANY FAILURE, UNAVAILABILITY OR MALFUNCTION, INCLUDING ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE ~~EX-DIRECT TRADING FACILITIES, CONNECTIVITY OR ANY~~ SYSTEM OR ~~ANY EXCHANGE SERVICES OR FACILITIES~~ USED TO SUPPORT THE ~~EX-DIRECT SYSTEM, OR TRADING FACILITIES OR CONNECTIVITY,~~ (B) ANY FAULT IN OPERATION OR DELIVERY, OR ANY DELAY, OMISSION, SUSPENSION, INACCURACY ~~OR,~~ TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, ACCESS, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE ~~EXCHANGE TRADING FACILITIES, CONNECTIVITY OR ANY~~ SYSTEM OR ~~ANY EXCHANGE SERVICES OR FACILITIES~~ USED TO SUPPORT THE ~~EXCHANGE TRADING SYSTEM~~ TRADING FACILITIES OR CONNECTIVITY, OR (C) ANY USE OF THE TRADING FACILITIES OR CONNECTIVITY. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. ~~FURTHERMORE, THERE SHALL BE AND WHETHER THE CLAIM IS BROUGHT DIRECTLY OR AS A THIRD PARTY CLAIM.~~

WITHOUT LIMITING THE FOREGOING AND IN ADDITION THERETO, THE EXCHANGE PARTIES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES TO THE EXCHANGE PARTIES SHALL HAVE NO LIABILITY BASED UPON, OR IN CONNECTION WITH, ANY QUOTE OR OTHER INFORMATION IF NO CORRELATIVE PURCHASE OR SALE OF A CONTRACT IS MADE, AND, IF A CORRELATIVE PURCHASE OR SALE OF A CONTRACT IS MADE, ANY LIABILITY SHALL BE LIMITED IN AMOUNT TO THE AGGREGATE PRICE OF THE CONTRACTS PURCHASED OR SOLD.

~~THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE EXCHANGE (INCLUDING ITS AFFILIATES PARTIES AND ANY CONTRACTORS AND, SUBCONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE), RELATING TO THE EXCHANGE TRADING SYSTEM OR ANY EXCHANGE SERVICES OR FACILITIES OR CONNECTIVITY OR SYSTEMS OR~~

~~SERVICES USED TO SUPPORT THE EXCHANGE-TRADING SYSTEM FACILITIES OR CONNECTIVITY, INCLUDING WARRANTIES OF MERCHANTABILITY—AND, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.—THE SERVICES OF THE EXCHANGE ARE BEING PROVIDED ON AN “AS IS” BASIS AT THE SOLE RISK OF THE PARTICIPANT AND ANY PERSON ASSOCIATED WITH THE PARTICIPANT (INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT). NEITHER THE EXCHANGE (INCLUDING ITS AFFILIATES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES, WARRANTIES OF TITLE, WARRANTIES RELATING TO THE EXCHANGE) NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY USE OR RESULT OF THE USE OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO ANY PARTICIPANT OR ANY PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT) FOR, THE ACCURACY, TIMELINESS, CORRECTNESS, QUALITY, COMPLETENESS, RELIABILITY, PERFORMANCE, OR CONTINUED AVAILABILITY OF THE EXCHANGE TRADING SYSTEM OR THE EXCHANGE, DELAYS, OMISSIONS OR INTERRUPTIONS IN EXCHANGE SERVICES OR THE CREDITWORTHINESS OF ANY OTHER PARTICIPANT OR ANY PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT). THE EXCHANGE OR OTHERWISE. NEITHER THE EXCHANGE PARTIES, ANY CONTRACTORS, SUB-CONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE PARTIES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, TO PARTICIPANT PARTIES OR TO ANY PERSONS, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, FAILURE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE TRADING FACILITIES OR CONNECTIVITY OR FOR ANY DELAYS OR OMISSIONS OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING FOR ANY FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN ACCESS TO TRADING FACILITIES, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN THE EXCHANGE PARTIES AND PARTICIPANT PARTIES OR FOR ANY DELAYS, OMISSIONS OR INTERRUPTIONS IN THE TRADING FACILITIES OR CONNECTIVITY, OR FOR THE CREDITWORTHINESS OF ANY OF THE PARTICIPANT PARTIES. THE TRADING FACILITIES AND CONNECTIVITY ARE BEING PROVIDED ON AN “AS IS” BASIS AT THE SOLE RISK OF THE PARTICIPANT PARTIES AND ANY PERSON ASSOCIATED WITH THE PARTICIPANT PARTIES.~~

~~THE EXCHANGE PARTIES SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY EXCHANGE DATA OR ANY OTHER INFORMATION, DATA OR CONTENT, INCLUDING THE ONES DISPLAYED ON THE EXCHANGE TRADING SYSTEM OR OTHERWISE. EACH PARTICIPANT AND EACH PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT) OF THE PARTICIPANT PARTIES ACKNOWLEDGES AND AGREES THAT THE EXCHANGE (INCLUDING ITS AFFILIATES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES TO THE~~

~~EXCHANGE) DOES~~ PARTIES DO NOT AND SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY DECISIONS MADE BY ~~SUCH PARTICIPANT OR PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY RESPONSIBLE TRADING AGENT), AS THE CASE MAY BE, AND IS NOT AN ADVISOR OR FIDUCIARY OF SUCH PARTICIPANT OR PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY RESPONSIBLE TRADING AGENT), AS THE CASE MAY BE.~~ ANY OF THE PARTICIPANT PARTIES, AND ARE NOT AGENTS, ADVISORS OR FIDUCIARIES OF ANY OF THE PARTICIPANT PARTIES.

~~EXCEPT AS OTHERWISE PROVIDED IN THESE RULES, ANY~~ ANY LIABILITY OF THE EXCHANGE ~~(OTHER THAN LIABILITY THAT IS EXCLUDED PURSUANT TO THE PRECEDING TWO PARAGRAPHS OF THIS RULE XI-16)~~ PARTIES WILL BE LIMITED TO DIRECT, OUT-OF-POCKET LOSSES DIRECTLY AND PRIMARILY CAUSED BY THE ACTS OR OMISSIONS OF THE EXCHANGE ~~OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS~~ PARTIES; PROVIDED, HOWEVER, THAT THE TOTAL COMBINED AGGREGATE LIABILITY OF THE EXCHANGE ~~AND ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS TO ANY ONE PARTICIPANT WITH RESPECT TO CX AND CONTRACTS~~ PARTIES SHALL NOT, ~~(TAKEN TOGETHER WITH ANY LIABILITY OF THE CX CLEARINGHOUSE WITH RESPECT TO CX CONTRACTS TO SUCH PARTICIPANT RESULTING FROM THE ACTS OR OMISSIONS OF THE CX CLEARINGHOUSE OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS)~~ EXCEED ~~\$25~~ TWO HUNDRED THOUSAND DOLLARS (\$200,000) FOR ANY AND ALL LOSSES SUFFERED FROM ALL CAUSES SUFFERED ON DURING A SINGLE CALENDAR DAY; ~~\$50,000 FOR ALL LOSSES SUFFERED FROM ALL CAUSES~~ MONTH, PROVIDED, FURTHER, IF THE ALLOWED CLAIMS IN A SINGLE CALENDAR MONTH; ~~AND \$500,000 FOR ALL LOSSES SUFFERED FROM ALL CAUSES~~ CANNOT BE FULLY SATISFIED BECAUSE OF THE MONTHLY LIABILITY LIMITATION SET FORTH IN A SINGLE CALENDAR YEAR. THIS PARAGRAPH, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF SUCH MONTHLY LIMITATION.

ANY DISPUTE ARISING OUT OF OR RELATED TO THE USE OF OR ACCESS TO THE EXCHANGE TRADING SYSTEM OR EXCHANGE SERVICES OR FACILITIES USED TO SUPPORT OR CONNECTIVITY IN WHICH ANY OF THE EXCHANGE TRADING SYSTEM IN WHICH THE EXCHANGE (INCLUDING ITS AFFILIATES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES TO THE EXCHANGE) OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS PARTIES IS A PARTY SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE ~~FOREGOING~~ EXCHANGE PARTIES MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THEY FIRST ARISE, AND ANY SUCH ACTION, SUIT OR PROCEEDING MAY ~~MUST~~ BE BROUGHT IN ANY FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK. ~~THIS PROVISION SHALL IN NO WAY CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE ANY ACTION THAT WOULD OTHERWISE BE PROHIBITED BY RULES OF THE EXCHANGE.~~

~~IF ANY OF THE PARTICIPANT OR PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY DIRECT ACCESS CUSTOMER OR RESPONSIBLE TRADING AGENT) WHO~~PARTIES FAILS TO PREVAIL IN A LAWSUIT OR OTHER LEGAL PROCEEDING INSTITUTED BY SUCH PERSON AGAINST ANY OF THE EXCHANGE (INCLUDING ITS AFFILIATES) OR ANY OF ITS DIRECTORS, COMMITTEE MEMBERS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORSPARTIES, AND RELATED TO THE BUSINESS OF THE EXCHANGE, THEN SUCH PARTICIPANT PARTY WILL PAY TO THE APPLICABLE EXCHANGE PARTY ALL REASONABLE EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE EXCHANGE PARTIES IN ~~THE DEFENSE OF~~CONNECTION WITH SUCH PROCEEDING TO THE EXTENT THAT SUCH EXPENSES EXCEED FIFTY THOUSAND DOLLARS ~~(US\$50,000.00)~~.- THIS PROVISION WILL NOT APPLY TO DISCIPLINARY ACTIONS BY THE EXCHANGE, ADMINISTRATIVE APPEALS OF EXCHANGE ACTIONS OR IN ANY SPECIFIC INSTANCE WHERE THE BOARD OF DIRECTORS HAS GRANTED A WAIVER OF THIS PROVISION.

THIS RULE XI-16 SHALL BE SUBJECT TO THE CEA AND CFTC REGULATIONS. NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, ~~THIS RULE XI-16 SHALL IN NO WAY LIMIT THE LIABILITY OF ANY~~A PERSON ARISING FROM ANY VIOLATION OF SUCH PERSON WHO HAS BEEN FINALLY ADJUDICATED TO HAVE ENGAGED IN WILLFUL MISCONDUCT MAY NOT AVAIL ITSELF OF THE CEA OR CFTC REGULATIONS THEREUNDER.PROTECTIONS IN THIS RULE XI-16.

Rule Amendments

Proposed changes accepted, for the reader's convenience.

I-1 Defined Terms

Exchange Data

The term "Exchange Data" means, collectively, any and all information, content and data relating to Orders or Transactions on the Exchange Trading System, whether provided or made available by the Exchange Parties or by a third party, including last sale information, information on bids and offers, volume information, the format and presentation of any such data, content or information, and any and all information, content or data derived from any of the foregoing.

Exchange Parties

The term "Exchange Parties" means the Exchange, its Affiliates, and their respective partners, members, directors, officers, employees, and agents.

Exchange Trading System

The term "Exchange Trading System" means all the Exchange's owned, licensed, and/or operated automated order entry and execution systems (and any part thereof) currently existing or as hereafter modified or developed, access to or use of which was, is, or will be directly or indirectly, provided by the Exchange.

Independent Software Vendor or ISV

The term "Independent Software Vendor" or "ISV" means a person that offers software, hardware, applications or devices that are capable of direct or indirect interface with, connection to or use of any of the Trading Facilities.

Participant Parties

The term "Participant Parties" means any Participant, and any Responsible Trading Agents, Direct Access Customers, and Customers of such Participant, and their respective partners, members, directors, officers, employees, agents, and licensors.

Services

The term "Services" means one or more services provided by the Exchange relating to a Participant's trading of Contracts through the Exchange Trading System, including (i) access to the Trading Facilities, which will permit a Participant to submit Orders and to view and act upon bids and offers posted by other Participants and to interact with Orders of other Participants in order to enter Transactions; (ii) electronic execution of Transactions between a Participant and other Participants; (iii) access to market information regarding available bids and offers for Transactions, Orders and related information; (iv) use of search and display functions with respect

to a Participant's executed Transactions; (v) help desk coverage; (vi) provision of Exchange Data; (vii) electronic confirmation of Transactions; (viii) facilitation of FCM-required pre-trade risk functionality, as applicable, and (ix) submission of executed Transactions for clearing to LCH Limited.

Trading Facilities

The term "Trading Facilities" means, collectively, the Exchange Trading System, Exchange Data, and Services.

Transactions

The term "Transactions" means transactions for the purchase and sale of FMX Division Contracts.

XI-13 Limitation of Liability

NEITHER THE EXCHANGE PARTIES, ANY CONTRACTORS OR SUB-CONTRACTORS PROVIDING SERVICES TO THE EXCHANGE PARTIES, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PERSON, INCLUDING ANY OF THE PARTICIPANT PARTIES OR PERSONS ASSOCIATED WITH A PARTICIPANT PARTY, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE OR OPPORTUNITY, LOSS OF USE, LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES), ARISING FROM OR RELATING TO: (A) ANY FAILURE, UNAVAILABILITY OR MALFUNCTION, INCLUDING ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE TRADING FACILITIES, CONNECTIVITY OR ANY SYSTEM OR SERVICES USED TO SUPPORT THE TRADING FACILITIES OR CONNECTIVITY, (B) ANY FAULT IN OPERATION OR DELIVERY, OR ANY DELAY, OMISSION, SUSPENSION, INACCURACY, TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, ACCESS, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE TRADING FACILITIES, CONNECTIVITY OR ANY SYSTEM OR SERVICES USED TO SUPPORT THE TRADING FACILITIES OR CONNECTIVITY, OR (C) ANY USE OF THE TRADING FACILITIES OR CONNECTIVITY. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND WHETHER THE CLAIM IS BROUGHT DIRECTLY OR AS A THIRD PARTY CLAIM.

WITHOUT LIMITING THE FOREGOING AND IN ADDITION THERETO, THE EXCHANGE PARTIES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES TO THE EXCHANGE PARTIES SHALL HAVE NO LIABILITY BASED UPON, OR IN CONNECTION WITH, ANY QUOTE OR OTHER INFORMATION IF NO CORRELATIVE PURCHASE OR SALE OF A CONTRACT IS MADE, AND, IF A CORRELATIVE PURCHASE OR SALE OF A CONTRACT IS MADE, ANY LIABILITY SHALL BE LIMITED IN AMOUNT TO THE AGGREGATE PRICE OF THE CONTRACTS PURCHASED OR SOLD.

THE EXCHANGE PARTIES AND ANY CONTRACTORS, SUBCONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE), RELATING TO THE TRADING FACILITIES OR CONNECTIVITY OR SYSTEMS OR SERVICES USED TO SUPPORT THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OF TITLE, WARRANTIES RELATING TO THE USE OR RESULT OF THE USE OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING WITH RESPECT TO ACCURACY, TIMELINESS, CORRECTNESS, QUALITY, COMPLETENESS, RELIABILITY, PERFORMANCE, OR CONTINUED AVAILABILITY OR OTHERWISE. NEITHER THE EXCHANGE PARTIES, ANY CONTRACTORS, SUB-CONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE PARTIES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, TO PARTICIPANT PARTIES OR TO ANY PERSONS,

FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, FAILURE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE TRADING FACILITIES OR CONNECTIVITY OR FOR ANY DELAYS OR OMISSIONS OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING FOR ANY FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN ACCESS TO TRADING FACILITIES, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN THE EXCHANGE PARTIES AND PARTICIPANT PARTIES OR FOR ANY DELAYS, OMISSIONS OR INTERRUPTIONS IN THE TRADING FACILITIES OR CONNECTIVITY, OR FOR THE CREDITWORTHINESS OF ANY OF THE PARTICIPANT PARTIES. THE TRADING FACILITIES AND CONNECTIVITY ARE BEING PROVIDED ON AN "AS IS" BASIS AT THE SOLE RISK OF THE PARTICIPANT PARTIES AND ANY PERSON ASSOCIATED WITH THE PARTICIPANT PARTIES.

THE EXCHANGE PARTIES SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY ANY EXCHANGE DATA OR ANY OTHER INFORMATION, DATA OR CONTENT, INCLUDING THE ONES DISPLAYED ON THE EXCHANGE TRADING SYSTEM. EACH OF THE PARTICIPANT PARTIES ACKNOWLEDGES AND AGREES THAT THE EXCHANGE PARTIES DO NOT AND SHALL NOT SERVE AS A BASIS FOR ANY DECISIONS MADE BY ANY OF THE PARTICIPANT PARTIES, AND ARE NOT AGENTS, ADVISORS OR FIDUCIARIES OF ANY OF THE PARTICIPANT PARTIES.

ANY LIABILITY OF THE EXCHANGE PARTIES WILL BE LIMITED TO DIRECT, OUT-OF-POCKET LOSSES DIRECTLY AND PRIMARILY CAUSED BY THE ACTS OR OMISSIONS OF THE EXCHANGE PARTIES; PROVIDED, HOWEVER, THAT THE TOTAL COMBINED AGGREGATE LIABILITY OF THE EXCHANGE PARTIES SHALL NOT EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) FOR ANY AND ALL LOSSES SUFFERED FROM ALL CAUSES DURING A SINGLE CALENDAR MONTH, PROVIDED, FURTHER, IF THE ALLOWED CLAIMS IN A SINGLE CALENDAR MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE MONTHLY LIABILITY LIMITATION SET FORTH IN THIS PARAGRAPH, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF SUCH MONTHLY LIMITATION.

ANY DISPUTE ARISING OUT OF OR RELATED TO THE USE OF OR ACCESS TO THE TRADING FACILITIES OR CONNECTIVITY IN WHICH ANY OF THE EXCHANGE PARTIES IS A PARTY SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE EXCHANGE PARTIES MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THEY FIRST ARISE, AND ANY SUCH ACTION, SUIT OR PROCEEDING MUST BE BROUGHT IN ANY FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

IF ANY OF THE PARTICIPANT PARTIES FAILS TO PREVAIL IN A LAWSUIT OR OTHER LEGAL PROCEEDING INSTITUTED BY SUCH PERSON AGAINST ANY OF THE EXCHANGE PARTIES, AND RELATED TO THE BUSINESS OF THE EXCHANGE, THEN SUCH PARTICIPANT PARTY WILL PAY TO THE APPLICABLE EXCHANGE PARTY ALL REASONABLE EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED

BY THE EXCHANGE PARTIES IN CONNECTION WITH SUCH PROCEEDING TO THE EXTENT THAT SUCH EXPENSES EXCEED FIFTY THOUSAND DOLLARS (US\$50,000.00). THIS PROVISION WILL NOT APPLY TO DISCIPLINARY ACTIONS BY THE EXCHANGE, ADMINISTRATIVE APPEALS OF EXCHANGE ACTIONS OR IN ANY SPECIFIC INSTANCE WHERE THE BOARD OF DIRECTORS HAS GRANTED A WAIVER OF THIS PROVISION.

THIS RULE XI-16 SHALL BE SUBJECT TO THE CEA AND CFTC REGULATIONS. NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, A PERSON WHO HAS BEEN FINALLY ADJUDICATED TO HAVE ENGAGED IN WILLFUL MISCONDUCT MAY NOT AVAIL ITSELF OF THE PROTECTIONS IN THIS RULE XI-16.

CERTIFICATIONS PURSUANT TO SECTION 5c OF THE COMMODITY EXCHANGE ACT,
7 U.S.C. §7A-2 AND COMMODITY FUTURES TRADING COMMISSION RULE 40.6, 17
C.F.R. §40.6

I hereby certify that:

- (1) The amended Rules as attached comply with the Commodity Exchange Act and the Commission's regulations thereunder; and
- (2) Concurrent with this submission, FMX Futures Exchange, L.P. posted on its website, FMXFutures.com: (a) a notice of pending certification of the above Rule with the Commission; and (b) a copy of this submission.

Thomas Thompson

By: Thomas Thompson
Title: Chief Compliance Officer
Date: August 5, 2024