



June 1, 2012

VIA E-MAIL

Mr. David Stawick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, DC 20581

**RE: Rule 40.6(a) Certification. Notification of Amendments to the Definitions and Exclusion of Liability Clauses for Certain EUA and CER Contracts in Order to Conform to the Recent European Union Registry Infrastructure Changes
GreenX Submission No. GX-2012-13**

Dear Mr. Stawick:

The Green Exchange LLC (“GreenX” or the “Exchange”) is notifying the Commodity Futures Trading Commission (“Commission” or “CFTC”) that it is self-certifying rule amendments to the *Definitions* and *Exclusion of Liability* clauses for certain European Union Allowance and Certified Emission Reduction contracts in order to reflect the consolidation of national registries into a single Union Registry. The rule amendments also contain certain administrative, non-substantive changes. The rule amendments, which are described in greater detail below and provided in black-line format in Exhibit A herewith, shall be effective on trade date June 18, 2012.

As previously described under GreenX Submission # GX-2012-12, filed with the Commission on May 29, 2012, on April 27, 2012, the European Commission announced the full activation of the EU Emissions Trading Scheme single registry and the migration of thousands of EU ETS accounts from national registries into a Union Registry. This change from individual Member State registries to a single registry for emission allowances was made to ensure improved market operation and increased registry security. The Union Registry transition period is scheduled for June 3, 2012 through June 20, 2012. Consequently, the Exchange is amending the rules in Exhibit A herewith to update the terms within the *Definitions* and *Exclusion of Liability* clauses for certain European Union Allowance and Certified Emission Reduction contracts in order to reflect the consolidation of national registries into a single Union Registry. Please note that the recently adopted European Union Aviation Allowance (EUAA) Futures (Rule 1108) and Emission Reduction Unit (ERU) (Rule 1110) contracts already contain the updated references to the Union Registry.

Please note that pursuant to previously self-certified GreenX Submission # GX-2012-12, the Exchange delisted the June 2012 contract month for the contracts listed below effective May 29, 2012.

| Contract | Globex Code | ClearPort Code | Rulebook Chapter |
|---|-------------|----------------|------------------|
| In Delivery Month (IDM) EUA Futures | EAF | 6T | 1101 |
| IDM Certified Emission Reduction (CER) Futures | CRE | 6S | 1104 |
| Certified Emission Reduction Plus (CERplus) Futures | CPL | CPL | 1107 |
| Daily European Union Allowance (EUA) Futures | EUL | EUL | 1201 |
| European Allowance (EUA) Futures (Legacy) | EUA | RC | 1701 |
| Certified Emission Reduction (CER) Futures (Legacy) | CCR | VA | 1703 |

The rule amendments in Exhibit A are summarized as follows:

- Addition of definition of the term “EUTL” – Acronym for European Union Transaction Log, a new term provided by Article 20(1) of the Directive
- Addition of acronym “ITL” for the previously defined term “Independent Transaction Log”
- Clarification of the previously defined term “CITL” in order to explicitly state that CITL is the predecessor log for the EUTL
- Addition of definition of the term “Registry UK” – To provide clarity that the registry operates under the laws of the United Kingdom since all of the deliveries are made through the UK Registry
- Deletion of references to UNFCCC – Acronym was deleted as it was not defined anywhere in the rules and was used as a prefix to the International Transaction Log (or ITL). The Exchange determined to delete UNFCCC in favor of replacing it with the acronym ITL for International Transaction Log
- Amendment to the term “Registry.” The Exchange added a statement within the definition of the term “Registry” in order to provide clarity that transfers continue to be subject to the jurisdiction of the Member State
- Rules 1104 and 1703 – change to the order of the placement of the definition of the term “Settlement Price” within the rules. The definition of the term is unchanged.
- Rule 1107. Deletion of definition of the term “EUA” from Certified Emission Reduction Plus (CERplusSM) Futures contract. This contract inadvertently contained the definition of the term “EUA” or European Union Allowance which is not applicable to the Certified Emission Reduction Plus (CERplusSM) Futures contract

GreenX business staff responsible for the rule amendments in these contracts and the GreenX legal department collectively reviewed the designated contract market core principles (“Core Principles”) as set forth in the Commodity Exchange Act (“CEA” or “Act”). During the review, GreenX staff identified that the rule amendments may have some bearing on the following Core Principle:

- Availability of General Information: Pursuant to the Exchange’s obligations under this core principle, on the effective date of the rule amendments, the Exchange will publish the amended the *Definitions* and *Exclusion of Liability* clauses for its European Union Allowance and Certified Emission Reduction contracts. The rule amendments were previously announced to the marketplace via Notice to Market Participants (NP-2012-12), dated June 1, 2012.

Pursuant to Section 5c(c) of the Act and CFTC Rule 40.6(a), the Exchange hereby certifies that the rule amendments comply with the Act, including regulations under the Act. There were no substantive opposing views to this proposal.

The Exchange certifies that this submission has been concurrently posted on the Exchange’s website under the “Market Regulation” tab at <http://www.thegreenx.com/market-regulation/pending-rules.html>.

If you have any further questions or comments about GreenX’s actions, please contact me at 212-299-2722. Please reference GreenX Submission No. GX-2012-14 in any related correspondence.

Sincerely,

Thomas K. Lewis, Jr.
Chief Executive Officer

Attachments: Exhibit A – Rule Amendments (black-lined)

RULE 1101. In Delivery Month European Union Allowance (EUA) Futures**1101.01A. DEFINITIONS**

(a) “EU ETS”: In January 2005, the European Union Emissions Trading Scheme (“EU ETS”) commenced operation as the largest multi-country, multi-sector Greenhouse Gas emission trading scheme world-wide. It covers over 11,500 energy-intensive installations across the EU which represent approximately half of Europe's emissions of CO₂. These installations include combustion plants, oil refineries, coke ovens, iron and steel plants, and factories making cement, glass, lime, brick, ceramics, pulp and paper. The scheme is based on Directive 2003/87/EC, which entered into force on 25 October 2003.

(b) “EUA”: European Union Allowance (“EUA”) granted under a National Allocation Plan of an EU member state.

(c) The terms “Seller” and “Buyer” shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting allowances at the eligible registries. The terms “Seller's Customer” and “Buyer's Customer” shall mean the seller and buyer of the physical product or swap transaction.

(d) The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.

(e) “EUTL” shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.

~~(e) —“ITL” (shall mean the International Transaction Log); All transactions between registries are maintained by transaction logs which verify the validity of transactions. The UNFCCC Secretariat maintains the ITL for the purposes of transfer under the Kyoto Protocol.~~

(f) “Community Independent Transaction Log” and (“CITL”) shall mean the predecessor log to the EUTL independent transaction log provided for in Article 20(1) of Directive 2003/87/EC, for the purpose of recording the issue, transfer and cancellation of EUAs under the Scheme EU ETS and established, operated and maintained pursuant to Article 5 of the Registry Regulations; The EU Commission established and is the Administrator of the CITL for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of EUAs between national registries.

(g) “Communication Link” shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the ~~UNFCCC International Transaction Log ITL~~ (where applicable), and/or (4) by which a Registry communicates with the ~~UNFCCC International Transaction Log ITL~~ (where Applicable); ~~and/or (5) by which the UNFCCC International Transaction Log communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer;~~

(h) “Registry (UK)” shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).

~~(h)(i)~~ (i) “Registry” shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold EUAs and has Person Holding Accounts established in order to ensure the accurate accounting of the issue of holding, transfer, acquisition, surrender, cancellation, and replacement of EUAs under the EU ETSScheme, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract; For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.

~~(h)(i)~~ (i) “Registry Regulations” shall mean the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of

the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by EU Commission Regulation (EC) No.916/2007.

(k) “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

1101.14. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for the: availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; performance or non-performance by a registry or EUTL or CITL ~~or UNFCCC International Transaction Log~~ of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1101.09, shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.

RULE 1104. In Delivery Month Certified Emission Reduction (CER) Futures

1104.01A. DEFINITIONS

(a) Certified Emission Reduction (“CER”). CER shall mean a unit issued pursuant to Articles 12 and 17 of the Kyoto Protocol and the decisions adopted pursuant to the UNFCCC or the Kyoto Protocol which may be used for compliance purposes under the European Union Emissions Trading Scheme (“EU ETS”) in accordance with Article 11a(3)(a) and (b) of the Directive 2003/87/EC (as amended from time to time) and the Linking Directive 2004/101/EC as implemented into Member State law. CERs from nuclear facilities; land use, land use change and forestry activities (LULUCF); and hydroelectric projects with generating capacities exceeding 20 MW are excluded from this definition.

(b) CDM (“Clean Development Mechanism”) shall mean a mechanism established by Article 12 of the Kyoto Protocol for project-based emission reduction activities in developing countries.

(c) “Clean Development Mechanism-Executive Board” (CDM-EB): The CDM EB registers validated project activities as CDM projects, issues certified emission reductions to relevant projects participants, and manages series of technical panels and working groups meetings.

(d) The terms “Seller” and “Buyer” shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting allowances at the eligible registries.

(e) The terms “Seller's Customer” and “Buyer's Customer” shall mean the seller and buyer of the physical product or swap transaction.

~~(e)(f) -The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.~~

~~(fg) “EUTL” shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.~~

~~(gh) “ITL” shall mean the (International Transaction Log); All transactions between registries are maintained by transaction logs which verify the validity of transactions. The UNFCCC Secretariat maintains the ITL for the purposes of transfer under the Kyoto Protocol. Moreover the EU Commission established and is the Administrator of the Community Transaction Independent Log (CITL) for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of CERs between national registries.~~

~~(hi) “Community Independent Transaction Log” and “CITL” shall mean the predecessor log to the EUTL provided for in Article 20(1) of the Directive, for the purpose of recording the issue, transfer and cancellation of CERs under the EU ETS and established, operated and maintained pursuant to Article 5 of the Registry Regulations. The EU Commission established and is the Administrator of the CITL for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of CERs between national Registries.~~

~~(i) The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.~~

(j) “Communication Link” shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the UNFCCC International Transaction Log ITL (where applicable), and/or (4) by which a Registry communicates with the UNFCCC International Transaction Log ITL (where Applicable), and/or (5) by which the UNFCCC International Transaction Log communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer.

(k) “Registry (UK)” shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).

(l) “Registry” shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold CERs and has Person Holding Accounts established in order to ensure the accurate accounting of the issue of holding, transfer, acquisition, surrender, cancellation, and replacement of CERs under the EU ETSScheme, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract. For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.

(m) “Registry Regulations” shall mean the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by EU Commission Regulation (EC) No.916/2007.

(n) “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

1104.14. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for the: availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; performance or non-performance by a registry or EUTL, CITL or ~~ITLUNFCCC International Transaction Log~~ of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1104.09, shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.

RULE 1107. Certified Emission Reduction Plus (CERplusSM) Futures

1107.01A. DEFINITIONS

(a) Certified Emission Reduction ("CER") means a unit issued by the Clean Development Mechanism Executive Board pursuant to Article 12 of the Kyoto Protocol and the decisions adopted pursuant to the UNFCCC or the Kyoto Protocol.

(b) "CERplus Contract" shall have the meaning set forth in Rule 1107.03.

(c) "Clean Development Mechanism" ("CDM") means a mechanism established by Article 12 of the Kyoto Protocol for project-based emission reduction activities in developing countries.

~~(e)~~ —

(d) "Communication Link" shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the ITL (where applicable), and/or (4) by which a Registry communicates with the ITL (where applicable), and/or (5) by which the ITL communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer.

(e) "Community International Independent Transaction Log" and ("CITL") shall mean the predecessor log to the EUTL independent transaction log provided for in Article 20(1) of the EU ETS Directive, for the purpose of recording the issue, transfer and cancellation of CERs under the EU ETS and established, operated and maintained pursuant to the Registry Regulations.

~~(f)~~ — "EUA" means an allowance under the EU ETS Directive.

~~(g)~~(f) "EU ETS" means the European Union Emissions Trading System implemented pursuant to the EU ETS Directive.

(g) "EU ETS Directive" means Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emissions allowance trading within the European Community, and amending Council Directive 96/61/EC, as amended from time to time, including, for the avoidance of doubt by Directive 2009/29/EC of the European Parliament and of the Council of 23 April 2009 amending Directive 2003/87/EC so as to improve and extend the greenhouse gas emission allowance trading scheme of the European Community.

(h) "EUTL" shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.

(i) "ITL" shall mean International Transaction Log. ("ITL") means the international transaction log established, operated and maintained by the Secretariat of the UNFCCC.

(j) "Linking Directive" means Directive 2004/101/EC, which amends the EU ETS Directive.

(k) "Qualitative Restriction" means any restriction on the use of CERs imposed pursuant to Article 11a(9) of the EU ETS Directive in respect of which legislation has been published in the Official Journal of the European Union.

~~(k)~~(l) "Registry (UK)" shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).

~~(m)~~(m) "Registry" shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold CERs and has Person Holding Accounts established in order to ensure the accurate accounting of the holding, transfer, acquisition, surrender, cancellation, and replacement of CERs under the EU ETS, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract. For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.

(n) "Registry Regulations" means the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by Commission Regulation (EC) No.916/2007 of 31 July 2007.

~~(p)~~ “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

~~(m)~~(o)

~~(n)~~(p) “Relevant CER” means any CER which:

For Delivery in 2011 and 2012, any CER which:

(i) may be Surrendered by an operator or aircraft operator under the EU ETS Directive (without regard to any quantitative restrictions on the ability of any operator or aircraft operator imposed under Article 11a of the EU ETS Directive or otherwise to surrender such CERs); and

(ii) does not originate from nuclear facilities; land use, land use change and forestry activities (LULUCF); trifluoromethane (HFC-23) projects; and nitrous oxide (N₂O) from adipic acid production.

For Delivery in 2013 and subsequent years, any CER which:

(i) may be Surrendered by an operator or aircraft operator under the EU ETS Directive (without regard to any quantitative restrictions on the ability of any operator or aircraft operator imposed under Article 11a of the EU ETS Directive or otherwise to surrender such CERs); and

(ii) in the case of CERs that are subject to Qualitative Restrictions, those Qualitative Restrictions: (A) can be identified by the Exchange by way of reference to the serial number of the CER subject to such Qualitative Restriction; and (B) do not render them wholly ineligible for the purpose of Surrender under the EU ETS Directive, in each case as determined pursuant to Rule 1107.04.

~~(o)~~(q) The terms "Seller" and "Buyer" shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Futures Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting Relevant CERs at the eligible Registry.

~~(p)~~(r) "Seller's Customer" and "Buyer's Customer" mean the seller and buyer of the physical product or swap transaction.

~~(q)~~(s) "Settlement Price" means the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.

~~(r)~~(t) “Surrender” means the surrender of CERs by an operator or aircraft operator for compliance either by way of direct surrender or by way of conversion of CERs to EUAs pursuant to the EU ETS Directive, the Linking Directive and the Registry Regulations.

~~(s)~~(u) “Tonne of CO₂ Equivalent” means a tonne of CO₂ as monitored, reported and verified pursuant to the EU ETS Directive.

1107.13. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for the: availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; performance or non-performance by a registry or EUTL, CCTL or ITL of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1107.08 shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.

RULE 1201. Daily European Union Allowance (EUA) Futures

1201.01A DEFINITIONS

(a) “EU ETS”: In January 2005, the European Union Emissions Trading Scheme (“EU ETS”) commenced operation as the largest multi-country, multi-sector Greenhouse Gas emission trading scheme worldwide. It covers over 11,500 energy-intensive installations across the EU which represents approximately half of Europe’s emissions of CO₂. These installations include combustion plants, oil refineries, coke ovens, iron and steel plants, and factories making cement, glass, lime, brick, ceramics, pulp and paper. The scheme is based on Directive 2003/87/EC, which entered into force on 25 October 2003.

(b) “EUA”: European Union Allowance (“EUA”) granted under a National Allocation Plan of an EU member state.

(c) The terms “Seller” and “Buyer” shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting allowances at the eligible registries.

(d) The terms “Seller's Customer” and “Buyer's Customer” shall mean the seller and buyer of the physical product or swap transaction.

(e) The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery day. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in Rule ~~905843~~.

(f) ~~EUTL” shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.~~

~~(e) —“ITL” (shall mean the International Transaction Log). All transactions between registries are maintained by transaction logs which verify the validity of transactions. The UNFCCC Secretariat maintains the ITL for the purposes of transfer under the Kyoto Protocol.~~

~~(f)(g) “Community Independent Transaction Log” and (“CITL”) shall mean the predecessor log to the EUTL independent transaction log provided for in Article 20(1) of Directive 2003/87/EC, for the purpose of recording the issue, transfer and cancellation of EUAs under the EU ETSScheme and established, operated and maintained pursuant to Article 5 of the Registry Regulations.~~

The EU Commission established and is the Administrator of the CITL for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of EUAs between national registries.

(h) ~~“Communication Link” shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the UNFCCC International Transaction Log-ITL (where applicable), and/or (4) by which a Registry communicates with the UNFCCC International Transaction Log-ITL (where Applicable), and/or (5) by which the UNFCCC International Transaction Log communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer;~~

~~(g)(i) “Registry (UK)” shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).~~

(k) ~~“Registry” shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold EUAs and has Person Holding Accounts established in order to ensure the accurate accounting of the issue of holding, transfer, acquisition, surrender, cancellation, and replacement of EUAs under the EU ETSScheme, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract. For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.~~

(k) “Registry Regulations” shall mean the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by EU Commission Regulation (EC) No.916/2007.

(l) “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

1201.12. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for the: availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; performance or non-performance by a registry or EUTL, or CITL ~~or UNFCCC International Transaction Log~~ of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a

Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1201.08, shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.

RULE 1701. European Union Allowance (EUA) Futures

1701.01A. DEFINITIONS

(a) “EU ETS”: In January 2005, the European Union Emissions Trading Scheme (“EU ETS”) commenced operation as the largest multi-country, multi-sector Greenhouse Gas emission trading scheme worldwide. It covers over 11,500 energy-intensive installations across the EU, which represent approximately half of Europe's emissions of CO₂. These installations include combustion plants, oil refineries, coke ovens, iron and steel plants, and factories making cement, glass, lime, brick, ceramics, pulp and paper. The scheme is based on Directive 2003/87/EC, which entered into force on 25 October 2003.

(b) “EUA”: European Union Allowance (“EUA”) granted under a National Allocation Plan of an EU member state.

(c) The terms “Seller” and “Buyer” shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting allowances at the eligible registries. The terms “Seller's Customer” and “Buyer's Customer” shall mean the seller and buyer of the physical product or swap transaction.

(d) The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.

~~(e) “EUTL” shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.~~

~~(f) “ITL” shall mean the (International Transaction Log). All transactions between registries are maintained by transaction logs which verify the validity of transactions. The UNFCCC Secretariat maintains the ITL for the purposes of transfer under the Kyoto Protocol. (F)~~

~~(g) Community Independent Transaction Log and (“CITL”)~~ shall mean the predecessor log to the EUTL independent transaction log provided for in Article 20(1) of Directive 2003/87/EC, for the purpose of recording the issue, transfer and cancellation of EUAs under the Scheme EU ETS and established, operated and maintained pursuant to Article 5 of the Registry Regulations; The EU Commission has established and is the Administrator of the CITL for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of EUAs between national registries.

~~(h) “Communication Link” shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the UNFCCC International Transaction Log ITL (where applicable), and/or (4) by which a Registry communicates with the UNFCCC International Transaction Log ITL (where Applicable); and/or (5) by which the UNFCCC International Transaction Log ITL communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer;~~

~~(i) “Registry (UK)” shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).~~

~~(j) “Registry” shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold EUAs and has Person Holding Accounts established in order to ensure the accurate accounting of the issue of holding, transfer, acquisition, surrender, cancellation, and replacement of EUAs under the EU ETSScheme, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract; For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.~~

(k) “Registry Regulations” shall mean the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by EU Commission Regulation (EC) No.916/2007;

~~(e)~~(l) “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

1701.14. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for: the availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; the performance or non-performance by a registry or EUTL or CITL ~~or UNFCCC International Transaction Log~~ of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1701.09, shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.

RULE 1703. Certified Emission Reduction (CER) Futures

1703.01A. DEFINITIONS

(a) Certified Emission Reduction (“CER”). CER shall mean a unit issued pursuant to Articles 12 and 17 of the Kyoto Protocol and the decisions adopted pursuant to the UNFCCC or the Kyoto Protocol which may be used for compliance purposes under the European Union Emissions Trading Scheme (“EU ETS”) in accordance with Article 11a (3)(a) and (b) of the Directive 2003/87/EC (as amended from time to time) and the Linking Directive 2004/101/EC as implemented into Member State law. CERs from nuclear facilities; land use, land use change and forestry activities (LULUCF); and hydroelectric projects with generating capacities exceeding 20 MW are excluded from this definition.

(b) CDM (“Clean Development Mechanism”) shall mean a mechanism established by Article 12 of the Kyoto Protocol for project-based emission reduction activities in developing countries.

(c) “Clean Development Mechanism-Executive Board” (CDM-EB): The CDM EB registers validated project activities as CDM projects, issues certified emission reductions to relevant projects participants, and manages series of technical panels and working groups meetings.

(d) The terms “Seller” and “Buyer” shall mean the short Clearing Member and the long Clearing Member, respectively. Further, for purposes of this Contract, Sellers and Buyers may utilize a designee to perform their respective and necessary obligations with regard to transferring and accepting allowances at the eligible registries.

(e) The terms “Seller's Customer” and “Buyer's Customer” shall mean the seller and buyer of the physical product or swap transaction.

(f) The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.

(g) EUTL” shall mean the independent transaction log provided for in Article 20(1) of the Directive, the operation of which is further detailed in the Registries Regulation.

~~(h) “ITL” shall mean (International Transaction Log). All transactions between registries are maintained by transaction logs which verify the validity of transactions. The UNFCCC Secretariat maintains the ITL for the purposes of transfer under the Kyoto Protocol. Moreover the EU Commission established and is the Administrator of the Community Transaction Independent Log (CITL) for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of CERs between national registries.~~

~~(e)(i) “Community Independent Transaction Log” and “CITL” shall mean the predecessor log to the EUTL provided for in Article 20(1) of the Directive, for the purpose of recording the issue, transfer and cancellation of CERs under the EU ETS and established, operated and maintained pursuant to Article 5 of the Registry Regulations. The EU Commission established and is the Administrator of the CITL for transfers involving EU Member States. Transfers involving EU Entities entail an additional step from the ITL to the CITL under the Kyoto Protocol for transfers of CERs between national Registries.~~

~~(f) — The term “Settlement Price” shall mean the final settlement price used as the price for delivery of the product, which shall be the settlement price for the last trading day of the expiring delivery month. The settlement price for the last trading day shall be determined in accordance with the procedures set forth in GreenX Rule 905.~~

(j) “Communication Link” shall mean the electronic exchange of messages/notifications (1) by which a buyer and seller communicate with a Registry, and/or (2) by which a Registry communicates with CITL or EUTL, and/or (3) by which CITL or EUTL communicates with the UNFCCC International Transaction Log-ITL (where applicable), and/or (4) by which a Registry communicates with the UNFCCC International Transaction Log-ITL (where Applicable), and/or (5) by which the UNFCCC International Transaction Log-ITL communicates with the CDM Registry (where applicable), which in any case is necessary to facilitate a transfer.

~~(g)~~(k) “Registry (UK)” shall mean the Registry under the jurisdiction of the United Kingdom (collectively being the holding accounts within the Union Registry that are under the jurisdiction of the United Kingdom).

~~(h)~~(l) “Registry” shall mean any registry in an EU Member State meeting the eligibility criteria and which has implemented the Linking Directive in a manner that authorizes private persons to hold CERs and has Person Holding Accounts established in order to ensure the accurate accounting of the issue of holding, transfer, acquisition, surrender, cancellation, and replacement of CERs under the EU ETS Scheme, and which has been identified as a Registry by the Clearing House from time to time for the purpose of this Futures Contract; For the avoidance of doubt, references to a Registry shall include (i) the Union Registry and (ii) collectively the holding accounts within the Union Registry that are under the jurisdiction of a single Member State. In the case of (ii), such holding accounts will together be deemed to be a Registry for that Member State.

(m) “Registry Regulations” shall mean the EU Commission Regulation (EC) No 2216/2004 for a standardized and secured system of registries pursuant to Directive 2003/87/EC of the European Parliament and of the Council and Decision 280/2004/EC of the European Parliament and of the Council, as amended from time to time including by EU Commission Regulation (EC) No.916/2007.

~~(i)~~(n) “Union Registry” means the Registry referred to as the “Community registry” in Article 19(1) of the Directive.

1703.14. EXCLUSION OF LIABILITY

Except as specifically provided in the GreenX Rules (and to the extent permitted by law), the Clearing House accepts no liability in connection with this Futures Contract, its performance, non-performance or its termination whether based on breach of contract, warranty, negligence or tort. In particular, but without limitation, the Clearing House shall not be responsible for or shall have any liability whatsoever to any Buyer or Seller for: the availability, suitability, unavailability or malfunction of a Communication Link or any part thereof; the performance or non-performance by a registry or EUTL, CITL or ~~ITL UNFCCC International Transaction Log~~ of their respective obligations under the Registry Regulations or otherwise; any act or omission of any operator of a Communication Link or any part thereof; or any act or omission of an authorized agent of any other party; or any performance or non-performance by the Clearing House in relation to its serving as a party to the deliveries and the Clearing House shall under no circumstances be liable for any indirect or consequential loss or loss of profits. Additionally, nothing in these Rules will constrain the Clearing House from performing its duties under Clearing House Rule 802.

A Clearing Member that breaches its representation and warranty in Rule 1703.09, shall be liable to the Clearing House and Exchange for their respective losses arising from such breach.