

NOTICE

August 13, 2012

Summary of content

The Exchange is implementing new rules and rule amendments which provide that all market participants agree to comply with Exchange rules and consent to jurisdiction; and is renumbering and renaming Chapter 4 of Rules as "Trading Rules."

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ADOPTION OF NEW RULES REGARDING MARKET PARTICIPANTS' CONSENT TO EXCHANGE JURISDICTION AND COMPLIANCE WITH RULES

Effective Monday, August 20, 2012, the Exchange is implementing new rules and rule amendments, and is renumbering and renaming Chapter 4 of Rules as "Trading Rules."

The new Rules provide that all market participants consent to Exchange jurisdiction and agree to comply with all the Rules of the Exchange. The amendments prohibit all market participants from engaging in specified abusive trading practices. The new rules and amendments are being adopted to comply with new Regulations 38.151 and 38.152 issued by the Commodity Futures Trading Commission, which require that (1) all market participants consent to Exchange jurisdiction prior to being granted market access; and (2) the Exchange prohibit all market participants from engaging in abusive trading practices. The rules in Chapter 4 are also being renumbered so that general trading rules applicable to all trading activity (Trading Rules 4.00 through 4.13) are at the beginning of the chapter and rules specific to floor trading (Trading Rules 4.14 through 4.39) are at the end of the chapter.

New Trading Rule 4.00 and Disciplinary Rule 21.01 Amendments

New Rule 4.00 provides that all market participants--whether or not they are Members of the Exchange---who engage in transactions executed on the Exchange or subject to the Rules, thereby consent to the jurisdiction of the Exchange and agree to comply with all Exchange Rules. In connection with new Rule 4.00, the Exchange is also amending Rule 21.01 to provide that service by the Exchange in a disciplinary action involving a non-member market participant will be deemed good service if provided to an address which the Vice President of Market Regulation or his designee, in good faith, reasonably believes will constitute actual notice to the market participant.

New Trading Rule 4.01

New Rule 4.01 requires all market participants, not just Exchange Members and Member Firms, to diligently supervise the Exchange-related activities of their employees and makes them responsible for the acts and omissions of such employees

New Trading Rules 4.02 through 4.05, 4.10, 4.12, and 4.13

The new rules expressly prohibit all market participants, whether or not they are a Member of the Exchange, from engaging in abusive trading practices such as executing wash sales, front running customer orders and engaging in market manipulation. The rules amend and replace Floor Trading Rules 4.16 and 4.20 and certain provisions in Membership Rule 2.29 which previously applied only to Members.

The text of new Chapter 4 follows below. If you would like a copy showing language additions and/or deletions, please contact the Corporate Secretary's Office at (212)748-4082.

ICE Futures U.S.[®], Inc.

TRADING RULES

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ICE FUTURES U.S.[®], INC.

TRADING RULES

GENERAL TRADING RULES

Rule 4.00. Compliance with Rules and Consent to Jurisdiction

Any Person initiating or executing a Transaction on or subject to the Rules of the Exchange directly or through an intermediary, and any Person for whose benefit such a transaction has been initiated or executed, expressly consents to the jurisdiction of the Exchange and agrees to be bound by and comply with the Rules of the Exchange in relation to such transactions, including, but not limited to, rules requiring cooperation and participation in investigatory and disciplinary processes.

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.01. Duty to Supervise

Every Person shall diligently supervise the Exchange-related activities of such Person's employees and shall be responsible for the acts and omissions of such employees.

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.02. Trade Practice Violations

In connection with the placement of any order or execution of any Transaction, it shall be a violation of the Rules for any Person to:

- (a) Manipulate, or attempt to manipulate, the price of any Commodity traded on the Exchange;
- (b) Corner, or attempt to corner, any Commodity traded on the Exchange;
- (c) Execute a wash sale, accommodation Trade, fictitious sale or prearranged Trade;
- (d) Commit fraudulent action on the Exchange;
- (e) Make fictitious or trifling bids or offers, (ii) offer to buy or sell any Contract at variations less than the minimum price fluctuation permitted for such contract under the Rules, or (iii) knowingly make any bid or offer for the purpose of making a market price which does not reflect the true state of the market;
- (f) Withhold or withdraw from the market any order or any part of an order for the convenience of another Person.

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.03. Dual Trading Violations

(a) Prohibited Purchases. It shall be a violation of the Rules for any Person to purchase, either on ETS or in the open outcry market, any Exchange Futures Contract or any Exchange Call Option or sell any Exchange Put Option for his own account or for any account in which he has any direct or indirect interest while holding an order of another Person for the same Commodity for the purchase of an Exchange Futures Contract or Exchange Call Option or sale of an Exchange Put Option, which is executable at the market price or at the price at which such purchase can be made for such Person's own account or for the account in which he has an interest.

(b) Prohibited Sales. It shall be a violation of the Rules for any Person to sell, either on ETS or in the open outcry market, any Exchange Futures Contract or any Exchange Call Option or buy any Exchange Put Option for his own account or for any account in which he has any direct or indirect interest while holding an order of another Person for the same Commodity for the sale of an Exchange Futures Contract or Exchange Call Option or purchase of an Exchange Put Option, which is executable at the market price or at the price at which such sale can be made for such Person's own account or for the account in which he has an interest.

Amended by the Board August 3, 2012; effective August 20, 2012 [JJ (a) and (b)].

Rule 4.04. Conduct Detrimental to the Exchange

It shall be a violation of the Rules for any Person to fail to conform to, the Rules or the procedures of the Exchange or the Clearing Organization, or to engage in conduct or practices inconsistent with just and equitable principles of trade or conduct detrimental to the best interests of the Exchange.

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.05. Prohibition on Dissemination of False Information

It shall be a violation of the Rules for any Person to disseminate any false, misleading or knowingly inaccurate information, including reports concerning crop or market information or conditions that affect or tend to affect the price of any Commodity traded on the Exchange.

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.06. Exchange for Related Position

(a) The following transactions shall be permitted by arrangement between the parties in accordance with the requirements of this Rule, each type of transaction being referred to as an Exchange for Related Position (“EFRP”):

(i) AA or EFP Transaction: A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding cash position;

(ii)EFS or Exchange for Risk (“EFR”): A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding OTC swap or other OTC instrument;

(iii)Exchange of Options for options (“EOO”): A privately negotiated and simultaneous exchange of an Exchange Option position for a corresponding OTC option position or other OTC instrument with similar characteristics.

(b) EFRP Transaction Requirements

(i) An EFRP Transaction shall consist of two discrete but related simultaneous transactions in which one party must be the buyer of (or the holder of the long market exposure associated with) the related position and seller of the corresponding Exchange contract, and the other party to the EFRP Transaction must be the seller of (or the holder of the short market exposure associated with) the related position and the buyer of the corresponding Exchange contract. The related position must involve the commodity underlying the Exchange Futures Contract or Option (or any derivative, by-product or related product) in a quantity that is approximately equivalent to the quantity covered by the Exchange Futures Contract or Option.

(ii) The accounts involved in the execution of an EFRP Transaction must be (A) independently controlled with different beneficial owners; or (B) independently controlled accounts of separate legal entities with the same beneficial owners, provided that the account controllers operate separate business units; or (C) independently controlled accounts within the same legal entity, provided that the account controllers operate in separate business units; or (D) commonly controlled accounts of separate legal entities, provided that the separate legal entities have different beneficial owners;

(iii) The parties to an EFRP Transaction shall maintain all documents relevant to the Exchange contract and the related position including all documents customarily generated in accordance with the relevant market practices, including, as applicable, copies of the documents evidencing title to, or the contract or contracts to buy or sell, the Cash Commodity (or the derivative, by-product or related product) involved in such Transaction, and master swap agreements and any supplements thereto. Any such documents and information shall be furnished to the Exchange upon request. The carrying Clearing Member shall be responsible to provide such requested documents and information on a timely basis.

(iv) AA/EFP and EFR Transactions executed on the Last Trading Day for any delivery month in any Sugar No. 11 or Sugar No. 16 Futures Contract must be executed and reported before the final five (5) minutes of trading.

(v) With respect to EFPs in foreign currency futures wherein the parties immediately offset the cash transaction (“transitory EFPs”), the Market Surveillance Department would expect to see confirmation statements issued by the bank/foreign exchange dealer party to the Transaction.

These confirmation statements should be the type normally produced by the bank/foreign exchange dealer for confirmation of currency deals and should indicate, by name, the identity of the counter party principal to the Transaction. However, in circumstances where the EFP Transaction is between a bank/foreign exchange dealer and a CTA, account controller, or other Person acting on behalf of a third party (such as a commodity pool or fund), the cash side confirmation statement must identify, at minimum, the name of the third party's Carrying Clearing Member and the third party's account number (or other account specific designation), but need not identify the third party by name.

(vi) A Member may enter into an AA/EFP Transaction in which there is a purchase of the physical commodity and the sale of a quantity of Exchange Futures Contracts representing an approximately equivalent amount of the physical commodity and simultaneously grant to the same counterparty a nontransferable right to effectuate a second AA/EFP Transaction on a date certain in the future which will have the effect of reversing the original AA/EFP Transaction so long as both such Transactions are entered into by a producer, merchant or other user of the underlying physical commodity for the purpose of obtaining inventory financing on physical commodities.

(vii) Exchange Traded Funds ("ETFs") are an acceptable cash or physical component of an EFP for Stock Indexes.

(c) Reporting Requirements

The parties to an EFRP Transaction shall cause the Transaction to be identified and reported to the Exchange in accordance with such procedures as are determined by the Exchange from time to time.

(d) All Commodity Contracts effected as part of EFRP Transactions shall be cleared in the usual manner. Clearing Members are responsible for exercising due diligence as to the bona fide nature of EFRPs submitted on behalf of their Customers.

Amended by the Board August 3, 2012; effective August 20, 2012 [§§ (a) through (d)].

Rule 4.07. Block Trading

(a) Privately negotiated Transactions may be entered into with respect to Commodity Contracts designated by the Exchange for such purpose (hereinafter referred to as "Block Trades"), provided that all of the following conditions are satisfied:

(i) Each party to a Block Trade must be an eligible contract participant as that term is defined in Section 1a(18) of the Act; provided that, if the Block Trade is entered into on behalf of Customers by (A) a commodity trading advisor registered under the Act ("CTA"), including without limitation any investment advisor registered as such with the Securities and Exchange Commission that is exempt from regulation under the Act or CFTC regulations ("Exempt Investment Adviser"), with total assets under management exceeding US \$25 million, or by (B) a foreign entity performing a similar role or function to a CTA or investment advisor that is subject to foreign regulation ("Foreign Adviser"), with total assets under management exceeding US \$50 million, the individual Customers need not so qualify.

(ii) Each buy or sell order underlying a Block Trade must:

(A) state explicitly that it is to be, or may be, executed by means of a Block Trade; and

(B) be for at least the applicable minimum threshold as specified by the Exchange; *provided that* only a CTA, including without limitation an Exempt Investment Adviser, with total assets under management exceeding US \$25 million or a Foreign Adviser with total assets under management exceeding US \$50 million, may satisfy this requirement by aggregating orders for different accounts.

(iii) The price at which a Block Trade is executed must be fair and reasonable in light of (A) the size of such Block Trade, (B) the price and size of other Trades in the same contract at the relevant time; and (C) the price and size of Trades in other relevant markets, at the relevant time.

(iv) Block Trades shall not set off conditional orders, including but not limited to, stop orders, limit orders or market-if-touched orders, or otherwise affect orders in the regular market.

(v) Block Trades executed on the Last Trading Day for any delivery month in Sugar No. 11 Futures Contract must be executed and reported before the final five (5) minutes of trading.

(b) Block Trades may be executed in Exchange Futures and Options Contracts as determined by the Board and must meet the applicable minimum thresholds for such contracts as determined by the Board from time to time.

(c) The parties to a Block Trade shall cause the Transaction to be reported to the Exchange in accordance with such procedure as are determined by the Exchange from time to time.

(d) It is the responsibility of the Clearing Member carrying the account for which a Block Trade is executed to determine that the requirements as stated in paragraphs (a) through (c) of this Rule have been complied with.

(e) Block Trades may not be used to establish positions upon which an arbitrage and straddle exemption request made in accordance with Rule 6.27 is based.

Amended by the Board August 10, 2007; effective August 17, 2007 [§§ (a)(iii) and (v), (b), (c) and (d)].

Amended by the Board December 14, 2007; effective December 17, 2007 [§ (a)(iii)].

Amended by the Board April 15, 2009, effective April 17, 2009 [§(e)].

Amended by the Board August 3, 2012; effective August 8, 2012 [§§ (a)(i) and (a)(ii)(B)].

Rule 4.08. Settlement Prices

(a) Settlement Prices for all Exchange Futures Contracts except for Cash-Settled US Agricultural Futures Contracts described in Chapter 14 of the Rules shall be determined in the manner specified in this Rule. All prices, bids and offers made in ETS and open outcry trading during the applicable closing period as defined in Rule 4.06 (the “close”) shall be used to determine the Settlement Price of a delivery or expiration month unless otherwise specified herein.

(b) Financial Contracts: The USDX shall be settled by the Exchange in the manner specified in paragraph (c) of this Rule. All other Financial Contracts shall be settled by the Exchange by referencing underlying spot prices, forward points and/or trades, bids and offers.

(c) Except on the Last Trading Day, the Settlement Price of each delivery or expiration month of an Exchange Futures Contract shall be determined as follows:

(i) For the delivery or expiration month with the highest open interest (the “Lead Month”), the Settlement Price shall be the weighted average of all prices for outright Trades traded during the close. When the average is a fraction, the weighted average shall be rounded to the nearest minimum permissible price fluctuation for all products other than the USDX, for which the weighted average shall be rounded to the nearest .001 of a USDX index point. For purposes of this Rule, weighted average shall mean the average by volume of all transactions executed in such month during the close.

(ii) The Settlement Price for all delivery or expiration months other than the Lead Month shall be either the weighted average or the prevailing differential depending on the nature of the trading volume in such delivery or expiration month during the close.

(iii) If no Trades have been executed during the close in a delivery or expiration month, the Settlement Price for such month shall be either the average of the bids and offers made during the close of each such month or the prevailing differential between such month and the nearest active delivery or expiration month during the trading day depending on the nature of the bids and offers and spread Trades involving such delivery or expiration month.

(iv) Notwithstanding subparagraphs (c)(i) through (iii) of this Rule, if the Exchange concludes that the Settlement Price determined in accordance with subparagraphs (c)(i) through (iii) of this Rule does not fairly represent the market value of the relevant delivery or expiration month relative to the Settlement Price of any other delivery or expiration month(s), or is inconsistent with market information known to the Exchange it may establish the Settlement Price of such delivery or expiration month at a level consistent with such other Settlement Price(s) or market information and shall document the reasons for its action. The establishment of a Settlement Price pursuant to this subparagraph(c)(iv) shall not cause a Floor Broker to be held on a resting order.

(d) On the Last Trading Day in the expiring Cocoa delivery month, the Settlement Price for such delivery month shall be determined by the differential between the value of the expiring delivery month and the value of the next delivery month for the last minute of trading.

(e) Russell Index Monthly Fair Value Calculation: On the last trading day of every calendar month, the Exchange shall survey market participants and review financial news media as to the fair

value of the Russell 1000 Index, the Russell 1000 Mini Index, Russell 2000 Index and the Russell 2000 Mini Index Futures Contracts listed for trading at the Exchange and using the surveys and the financial news media information, determine the fair value of the Russell 1000 Index, the Russell 1000 Mini Index, Russell 2000 Index and the Russell 2000 Mini Index Futures Contracts and the price so determined shall be the Settlement Price on each such day.

Amended by the Board January 24, 2007; effective February 2, 2007 [§ (a)].

Amended by the Board July 11, 2007; effective July 16, 2007 [§ (a)].

Amended by the Board September 11, 2007; effective September 28, 2007 [§§ (a), (c)(i) and (d)].

Amended by the Board September 20, 2007; effective September 28, 2007 [§ (a)].

Amended by the Board February 13, 2008; effective April 1, 2008 [§ (a)].

Amended by the Board October 1, 2008; effective October 6, 2008 [§§ (a) through (e)].

Amended by the Board March 17, 2010; effective March 22, 2010 [§ (c)].

Amended by the Board December 9, 2010; effective December 13, 2010 [§§ (c)(i) through (c)(iv)].

Amended by the Board March 21, 2012; effective May 14, 2012 [§ (a)].

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a), and (c)(iv)].

Rule 4.09. Settlement Premiums

Promptly after the close of trading in each Exchange Option Contract, except for Options on Cash-Settled US Agricultural Futures Contracts described in Chapter 14 of the Rules, the Exchange shall establish the Settlement Premium for each Striking Price of each Option Month of each Option listed for trading that has open interest. A Settlement Premium may be established for any Strike Price that has no open interest.

Each such Settlement Premium shall be established after consideration of the following criteria:

(A) the weighted average price of all electronic Trades executed during the closing period which shall mean the average by volume of all electronic Trades executed during the closing period for all electronics Trades in a single Strike Price rounded to the nearest minimum permissible price fluctuation of such contract;

(B) bids and offers continuously made during the closing period on the ETS;

(C) the Option's intrinsic value;

(D) the implied volatility of the (1) corresponding Call or Put of the same Strike Price, (2) nearest active prices on the ETS of the particular contract, and (3) electronic Trades in that Strike Price executed during the day, including the volume of the electronic Trades, bids and offers used to calculate such implied volatility;

(E) the differential between the implied volatility of a Strike Price and the implied volatilities for Strike Prices of nearby contract months; and

(F) any other market information known to the Exchange.

The Settlement Premiums so established shall then be verified as to their reasonableness by the Exchange's Option Settlement Program. Whenever the Exchange's Option Settlement Program queries a Settlement Premium, the Exchange shall review such Premium and, if no change is made thereto, shall furnish an explanation of the basis on which the Settlement Premium was established. The Exchange shall maintain a record of any such explanation.

Any Settlement Premium established under this Rule shall not affect the validity of a Trade or cause a Floor Broker to be held on a resting order.

Amended by the Board October 11, 2011; effective November 1, 2011 [§§ (A) through (F)].

Amended by the Board March 21, 2012; effective May 14, 2012.

Rule 4.10. Allocation of Trades

It shall be a violation of the Rules for any Person to allocate Trades among accounts except in the sequence in which the orders for such accounts have been received. The sequence of time stamping of orders when received by such Person shall be prima facie evidence of the sequence in which such orders were received. Trades executed for orders received at the same time shall be allocated on an

equitable basis among the orders received; provided, however, that all orders received on the Trading Floor after the close on one (1) trading day and prior to the opening on the next trading day shall be considered as received at the same time.

Amended by the Board August 3, 2012; effective August 20, 2012.

Rule 4.11. Transfer Transactions Not Required to Be Made Competitively

(a) The following transfer Transactions need not be made competitively:

(i) transfers of open contracts from one (1) Member to another Member made at the request of a client;

(ii) transfers of open contracts made at the request of the original Carrying Member to another Member;

(iii) transfers of open contracts from one (1) account to another account on the books of the same Member made at the request of a client where no change in ownership is involved;

(iv) transfers of open contracts necessitated by the death of the only Member of a firm who held Membership in the Exchange; and

(v) transfers of open contracts following the close of trading on the Last Trading Day of a particular delivery month, as provided in paragraph (e) of this Rule.

Transfers referred to in subparagraphs (a)(i) through (iv), which offset existing Positions in the spot month and where there is no change of ownership, may not occur on or after the first (1st) notice day of the delivery month when the date of execution of the position being transferred is not the same as the transfer date. The receiving Firm has the responsibility to assure compliance with this Rule.

(b) Transactions of Futures Contracts made pursuant to subparagraphs (a)(i)-(iv) may be effected at (i) the prior day's Settlement Price, (ii) the current day's Settlement Price, or (iii) at the original market price. Transactions of Options Contracts made pursuant to subparagraphs (a)(i)-(iv) may be effected at either the original market Premium or a Premium of zero. For all such transfers, the transferee must carry the transferred contracts on his or its books at either the original dates or the transfer date.

(c) Cocoa, Coffee "C", Sugar No. 11 and Sugar No. 16 Transactions involving Futures Contracts referred to in subparagraph (a)(i)-(iv) shall not be permitted if, pursuant to the regulations of the CFTC or otherwise, such transfers would result in the liquidation of a trader's Position with separate Clearing Members, unless the Clearing Organization which clears the Trade shall have been notified of the duplications within three (3) Business Days following the day the duplicating Trades were made; provided, however, that Positions which are not reported as duplications may be transferred and liquidated only if such Positions represent less than two percent (2%) of the open interest in the relevant contract month reported for the Business Day preceding the transfer. Each Futures Contract transferred and liquidated by a Clearing Member which has not been reported as a duplicating Position shall be subject to fees as determined by the Board.

(d) All Transactions referred to in subparagraphs (a)(i) through (iv) shall not be permitted if there is any change in beneficial ownership of the contracts involved except for the following:

(i) transfers made for the purpose of combining the Positions held by two (2) or more commodity pools which are operated by the same commodity pool operator and traded by the same commodity trading advisor, pursuant to the same strategy, into a single account so long as the transfers do not result in the liquidation of any open Positions, and the pro rata allocation of interests in the consolidating account does not result in more than a de minimis change in the value of the interest of any pool participant;

(ii) such other transfer as the President or his designee, in his discretion, shall exempt in connection with, or as a result of, a merger, asset purchase, consolidation or similar non-recurring corporate transaction between two (2) or more entities where one (1) or several entities become the successor in interest of one (1) or several other entities; and

(iii) with the consent of the Clearing Member(s) and the approval of the President or his designee, the transfer of existing Positions between accounts or between Clearing Members when the situation so requires and such transfer is in the best interests of the Exchange or the marketplace.

(iv) For purposes of this Rule, a change in beneficial ownership shall not be deemed to have occurred with respect to (A) transfers between Firms which are 100% owned by the same Person and (B) transfers between any Person and any entity owned 100% by such Person.

(v) Transactions referred to in subparagraph (a)(ii) shall not be considered a change of ownership if the transfer is necessitated by an error in the identification of the Carrying Member and:

(A) the original Carrying Member notifies the Exchange, in writing, of such error within twenty-four (24) hours of the occurrence of such error; and

(B) the receiving Member notifies the Exchange, in writing, that it will receive the transferred contracts in correction of such error.

(e) After the close of trading on the Last Trading Day of any delivery month in any Cocoa, Coffee “C”, Cotton No. 2, Financial, FCOJ, Sugar No. 11 and Sugar No. 16 Contract (but not later than 1:00 p.m. of the Last Trading Day for the Financial Contract and not later than noon for Cocoa, Coffee “C”, Cotton No. 2 and FCOJ and not later than 10:00 a.m. for Sugar No. 11 and Sugar No. 16 on the following Business Day), a Clearing Member carrying one (1) or more open contracts for that delivery month for its own account or the account of any other Person as the result of an error may transfer any or all of such contracts to any other account carried by such Clearing Member or to any other Clearing Member (together with any delivery documents evidencing an intention to deliver or receive with respect to such contracts); provided that:

(i) for any delivery month in Cocoa, Coffee “C” and Sugar No. 16, no Clearing Member may so transfer for its own account and/or the account of any other Person, in the aggregate, more than ten (10) contracts in such delivery month;

(ii) for any delivery month in Cotton No. 2, a Financial Contract and FCOJ, no Clearing Member may so transfer for its own account or the account of any other Person, in the aggregate, more than twenty (20) contracts in such delivery month;

(iii) for any delivery month in Sugar No. 11, no Clearing Member may so transfer for its own account and/or the account of another Person, in the aggregate, more than eighty (80) contracts in such delivery month; and

(iv) not later than 1:00 p.m. of the Last Trading Day for a Financial Contract and not later than noon of the Business Day following such Last Trading Day for all other contracts listed in subparagraph (i)-(iii), the Clearing Member effecting the transfer shall deliver to the Clearing Organization written notification of such transfer (in such form as the Clearing Organization may prescribe), specifying the parties thereto and the prices at which such transfers were effected.

(v) If a Clearing Member transferring purchase contracts pursuant to this paragraph (e) shall have received a Multiple Delivery Notice with respect to such contracts and:

(A) if the transfer is made to one (1) or more of the Deliverers identified in such Multiple Delivery Notice, then, after the transfer has been effected, such Multiple Delivery Notice shall be deemed amended to reflect the deletion of the contracts so transferred; or

(B) if the transfer is to any other Person, then all of the rights and obligations of the transferor under the Multiple Delivery Notice with respect to the contracts transferred will become the rights and obligations of the transferee, and the transferee will immediately notify the Deliverer of the transfer, specifying the name and address of the transferee and identifying the contracts transferred.

Amended by the Board September 11, 2007; effective September 28, 2007 [§§ (c) and (e)(i)].

Amended by the Board April 9, 2008; effective April 14, 2008 [§§ (d)(i) – (v) and (e)(i) – (v)].

Amended by the Board September 15, 2008; effective September 17, 2008 [§ (b)].

Amended by the Board April 9, 2008; effective September 26, 2008 [§§ (c) and (e)].

Amended by the Board August 31, 2011; effective September 26, 2011 [§ (b)].

Amended by the Board August 3, 2012; effective August 20, 2012 [(a)].

Rule 4.12. Duty to Furnish Information

It shall be a violation of the Rules for any Person to furnish false information, or fail to furnish information when requested, to the Board or to any committee, subcommittee, officer or employee of the Exchange in the course of its, their, or his duties;

Adopted by the Board August 3, 2012; effective August 20, 2012.

Rule 4.13. Compliance with Terms of Exchange Decisions and Orders

It shall be a violation of the Rules for any Person to violate, or fail to comply with, the terms of any agreement with the Exchange or any order or decision of, or any suspension imposed by, the Exchange, the Board or any committee or subcommittee of the Exchange, including, without limitation, any Hearing, Arbitration or Appeals Panel;

Adopted by the Board August 3, 2012; effective August 20, 2012.

FLOOR TRADING RULES

Rule 4.14. Hours Exchange and Trading Floor are Open

Unless otherwise provided in the Rules or by the Board, the Exchange and Trading Floor shall be open for business daily, except on Saturdays, Sundays and Exchange Holidays, during such hours as the Board shall direct from time to time.

Rule 4.15. Trading Floor Access; Trading Restrictions; and Authorized Representation

(a) Access: Unless otherwise provided under the Rules, only the following individuals shall have access to the Trading Floor:

(i) A Member who has been granted floor trading privileges and wears his assigned Floor Broker identification badge in a prominent position at all times;

(ii) An employee of a Member duly registered as a Clerk by such Member, in accordance with procedures established by the Board, and wearing an authorized Exchange identification badge in a prominent position at all times while on the Trading Floor;

(iii)(A) A Member who has not been granted floor trading privileges who wears an authorized Exchange pass in a prominent position at all times while on the Trading Floor; provided, however, that such Member shall not exercise or attempt to exercise floor trading privileges, and shall not conduct a business on the Trading Floor or be permitted to stay on the Trading Floor for extended periods of time. For the purposes of this Rule, extended periods of time shall mean more than two (2) consecutive days or repeated and systematic visits.

(B) Relief from the foregoing restrictions may be granted in the sole discretion of the Executive Floor Committee upon request in writing by a Member. The request would explain the reasons for the request and a statement of what the Member will be doing on the floor, and an acknowledgment that the Member will not be exercising floor trading privileges;

(iv) A guest of a Member of the Exchange wearing an authorized visitor's pass in a prominent position at all times while on the Trading Floor; provided, however, that such guest shall not be permitted to make any Transaction, enter any order or execute any Trade during the course of any visit to the Exchange or its premises; provided, however, that, if any Senior Vice President of the Exchange determines that the presence of such guest on the Trading Floor is not in the best interests of the Exchange, such Senior Vice President may deny access to such guest.

(v) An Exchange employee wearing an authorized Exchange identification badge in a prominent position at all times while on the Trading Floor; and

(vi) CFTC officials and staff upon request wearing an authorized CFTC or Exchange identification badge in a prominent position at all times;

(b) Trading Restrictions: No one shall execute or attempt to execute any Transaction on the Floor of this Exchange except a Floor Broker of the Exchange who:

(i) has been granted floor trading privileges pursuant to the Rules;

(ii) has been assigned a trading identification number by the Exchange;

(iii) has been assigned by the Exchange and wears in a prominent position a Floor Broker identification badge issued to such Member in accordance with this Exchange's procedures; and

(iv) has adequate clerical assistance as determined by the Board.

(c) Authorized Representation: Each Member transacting business on the Trading Floor must have an authorized representative on the floor at least thirty (30) minutes prior to a market's opening, unless the President designates some other time, each Business Day to handle breaks and disputes. For this purpose, a non-member who is not employed by a Member is not an authorized representative of that Member.

(d) Member Responsibility: A Member shall be subject to disciplinary action for any violation of the Rules committed by such Member's employees or guests.

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a)(ii) through (B)(vi)].

Rule 4.16. Transactions, Bids and Offers

(a) Unless otherwise provided in the Rules, each Transaction, bid and offer for Commodity Contracts shall be:

(i) made competitively by open outcry in the appropriate trading ring during the authorized hours of trading;

(ii) understood to be for ten (10) Commodity Contract where no quantity is specified and a Floor Broker who fails to specify a quantity is obligated to accept a minimum of ten (10) Contracts;

(iii) open to the first (1st) Floor Broker immediately accepting such bid or offer;

(iv) binding upon the first (1st) Floor Broker accepting such bid or offer or part of such bid or offer at the price named by the bidding or offering Floor Broker; and

(v) deemed withdrawn if not immediately accepted.

(b) A bid or offer may be accepted for the whole or part of the quantity, but, in the case of simultaneous acceptances, a bid or offer for the whole quantity shall take precedence over that for part of quantity. No bid or offer for more than one (1) Commodity Contract may be limited to the acceptance to either all or none of the quantity being bid or offered.

(c) The acceptance of a bid or offer shall constitute a verbal contract between the Members that shall have the same standing, force and effect as a written contract and shall remain in effect until such time as the resultant Trade is matched in the Exchange's Trade Input System ("TIPS[®]").

(d) All Transactions executed between Associated Brokers must be executed pursuant to Rule 4.19, provided however, only the selling Floor Broker shall be responsible for complying with Rule 4.19(b)(iii).]

(e) In the absence of instructions from the principal to the contrary, a sell stop order shall become a market order when a Transaction or an offer is made at or below the stop price, and a buy stop order shall become a market order when a Transaction or a bid is made at or above the stop price.

(f) All Transactions (including Pass-Out Transactions) in Commodity Contracts shall be submitted to the Clearing Organization on the day entered into for clearance in accordance with the Clearing Organization Rules.

Rule 4.17 Opening Call for Exchange Options Contracts Traded by Open Outcry

(a) There shall be one (1) opening call for each Exchange Options Contract traded by open outcry commencing at the opening time listed in Rule 4.07. The Exchange shall determine, in its sole discretion, in what manner the opening call shall be conducted.

Amended by the Board June 13, 2012; effective August 8, 2012 [§ (a)].

Rule 4.18. Closing Call for Options Contracts Traded by Open Outcry

(a) Cocoa, Coffee "C" and Sugar No. 11 Options Contracts

(i) The two (2) minute period used to determine settlement prices shall be defined as the closing period for Cocoa, Coffee "C" and Sugar No. 11 Options Contracts traded by open outcry.

(ii) No Member may accept an order for the contracts referred to in paragraph (a) of this Rule at any time during the day specifying execution of such order at a time certain which falls within the closing period.

(b) Cotton No. 2 and FCOJ

(i) The one (1) minute period used to determine settlement prices shall be defined as the closing period for the Cotton No. 2 and FCOJ Contracts traded by open outcry.

(ii) Any Cotton No. 2 Options stop order of any type that is first elected during the close and any market-if-touched (“MIT”) order that is first executable during the closing period shall be deemed accepted by the Floor Broker and given by the principal on a “not held” basis. Floor Brokers must always act diligently with respect to any orders they accept including, but not limited to, such stops and MITs in accordance with the Rules.

(c) To facilitate the operation of this Rule, a warning signal shall be given at the commencement of the closing period and at the close of trading in each contract. Trading during the closing period for each contract shall be conducted under the provisions of Rule 4.03.

Amended by the Board January 24, 2007; effective January 30, 2007 [§ (a)].

Amended by the Board September 11, 2007; effective September 28, 2007 [§ (a)(i)].

Amended by the Board October 10, 2007; effective October 17, 2007 [§ (a)(i)].

Amended by the Board February 13, 2008; effective March 3, 2008 [§§ (a)(i)(ii) and (b)(i)(ii)(iii)].

Amended by the Board March 21, 2012; effective May 1, 2012 [§§ (b)(i) and (b)(ii)].

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a)(i) and (b)(i)].

Rule 4.19. Open Outcry Trading Hours

(a) Unless otherwise directed by the Board, the open outcry trading hours of the Exchange shall be as follows:

(i) Agriculture Contracts Trading Hours

CONTRACT	OPEN	CLOSE
Cocoa Options	8:00 AM	1:00 PM Closing period commences at 11:48 AM and ends at 11:50 AM
Coffee “C” Options	8:00 AM	1:30 PM Closing period commences at 1:28 PM and ends at 1:30 PM
Cotton No. 2 Options	10:30 AM	2:15 PM Closing period commences at 2:14 PM and ends at 2:15 PM Pre-Close commences at 2:00 PM
FCOJ Options	10:00 AM	1:30 PM Closing period commences at 1:29 PM and ends at 1:30 PM Pre-Close commences at 1:15 PM
Sugar No. 11 Options	8:10 AM	1:30 PM Closing period commences at 1:28 AM and ends at 1:30 PM

(b) Except as provided in the Rules, no Member may trade or offer to trade in Commodity Contracts on the Floor of the Exchange after the close of open outcry trading in the respective markets.

Amended by the Board January 24, 2007; effective January 30, 2007 [§ (a)(i)].

Amended by the Board March 8, 2007; effective March 9, 2007 [§ (a)(ii)(B)]; effective March 16, 2007 [§ (a)(i)].

Amended by the Board March 14, 2007; effective March 19, 2007 [§ (a)(i)].

Amended by the Board May 22, 2007; effective May 23, 2007 [§ (a)(i)(C)].

Amended by the Board May 22, 2007; effective June 30, 2007 [§(a)(ii)]

Amended by the Board September 11, 2007; effective September 28, 2007 [§ (a)(i)].

Amended by the Board September 20, 2007; effective September 28, 2007 [§ (a)(i)].

Amended by the Board October 10, 2007; effective October 17, 2007 [§ (a)(i)].

Amended by the Board October 10, 2007; effective December 18, 2007 [§§ (a)(ii)(B)(C)].

Amended by the Board February 13, 2008; effective March 3, 2008 [§§ (a)(ii)(A) through (D)].

Amended by the Board February 13, 2008, effective April 1, 2008 [§ (a)(i) and (a)(iii)].

Amended by the Board March 26, 2008; effective March 31, 2008 [§ (a)(iii)].

Amended by the Board November 12, 2008; effective December 1, 2008 [§(a)(iii)].

Amended by the Board March 18, 2009; effective March 30, 2009 [§ (a)(i)].

Amended by the Board March 21, 2012; effective May 1, 2012 [§§ (a)].

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a)(i) and (b)(i)].

Rule 4.20. Post Close Trading Session

The Exchange will conduct a post close trading session for each Exchange Options Contract traded by open outcry as follows:

(a) Commencement – The post close trading session will begin five (5) minutes after the close or closing period for each Cocoa, Coffee “C”, Cotton No. 2, FCOJ and Sugar No. 11 Options Contract. Notwithstanding the foregoing, if necessary due to market conditions, any two (2) or more members of the Floor Committee shall have the authority to delay the commencement of any post close trading session up to fifteen (15) minutes after the closing period for the corresponding contract provided that an appropriate announcement is made to the ring.

(b) Length of Session - Each post close trading session will be for a period of three (3) minutes.

(c) Price

(i) The Trade price of all Exchange Futures Transactions executed during the post close trading session shall be limited as follows:

(A) if a daily price range has been established for a particular expiration or delivery month, the prices are limited to the daily price range for that particular expiration or delivery month; or

(B) if a daily price range has not been established for a particular expiration or delivery month, that particular expiration or delivery month may not trade during the post close trading session.

(ii) The Trade price of all Exchange Options Transactions executed during the post close trading session may create a new high or low for the trading day and shall not be subject to any price limitations.

(iii) The prices of all Transactions executed during the post close trading session must be reported in accordance with Rule 4.25(a).

(d) Notwithstanding the provisions of Rule 4.19(b)(i), if the post close trading session Trade price is limited to a single price, a Floor Broker may execute a cross trade at such single Trade price as long as such Transaction is executed in accordance with all of the other provisions of Rule 4.19.

(e) Except as otherwise specifically set forth in this Rule, all Transactions executed during the post close trading session shall be done in accordance with all applicable Rules.

(f) Notwithstanding the above, in the event that a trading halt pursuant to Rule 10.53 is declared for Cotton Options contracts, a post close trading session shall be held within ten (10) minutes of the time the trading halt is declared and for a period of three (3) minutes. During such post close trading session, trading shall be restricted to Option Spread Transactions pursuant to Rule 4.22 and Combination Transactions pursuant to Rule 4.23. The price of each such Transaction must be within the synthetic futures price range for the related Underlying Futures Contract on such day.

Amended by the Board May 22, 2007; effective May 23, 2007 [§ (c)].

Amended by the Board September 11, 2007; effective September 28, 2007 [§ (a)(ii)].

Amended by the Board October 10, 2007; effective October 17, 2007 [§ (a)(iv)].

Amended by the Board March 18, 2009; effective March 30, 2009 [§§ (a)(i) through (a)(iii) and (c)(i) through (c)(iii)].

Amended by the Board March 17, 2010; effective March 22, 2010 [§§ (a)(ii) and (iv)].

Amended by the Board May 20, 2010; effective May 25, 2010 [§ (a)].

Amended by the Board May 19, 2011; effective June 1, 2011 [§ (f)].

Amended by the Board March 21, 2012; effective May 1, 2012 [§ (a)].

Amended by the Board June 13, 2012; effective August 8, 2012.

Rule 4.21. Transactions Not at the Market Price

Transactions made in any month at a price above that at which such month is offered or below that at which such month is bid, unless such bid or offer is timely satisfied, shall not be deemed made at the market price for such month, and shall not be reported or recorded in the trade register.

Rule 4.22. Confirmation of Trades

Each Floor Broker shall confirm every execution of a Transaction on the floor promptly with the opposite Floor Broker. Such confirmation shall identify price, quantity and future (in the case of a Combination Transaction) or Option.

Amended by the Board June 13, 2012; effective August 8, 2012.

Rule 4.23. Resolution of Disputes/Price Changes

(a) Any one (1) or more members of the Floor Committee or the Executive Floor Committee shall have the authority at any time during the day, except during a call conducted under Rules 4.04, 4.05 and 4.06, to decide immediately all disputes as to bids, offers, or Transactions, to void any Transaction, and the report or record thereof, which is not made in accordance with the Rules and to change the report or record of Transactions to correct errors or omissions therein, provided that:

(i) an appropriate announcement is made to the ring prior to making any such change; and

(ii) any change that (A) establishes a new daily high or low price of a contract, (B) affects the opening or closing range of a contract or (C) is a result of an Exchange staff input error and occurs more than fifteen (15) minutes after the relevant Trade was entered or should have been entered, on the Exchange time and sales record, must be approved by two (2) Floor Committee members who must sign, initial or otherwise acknowledge a record thereof pursuant to Exchange procedures.

(b) No member of the Floor Committee or Executive Floor Committee may decide a dispute as to bids, offers or Transactions, void a Transaction and the report or record thereof, or change the report or record of a Transaction if such member has a direct financial, personal or other interest in the matter. For purposes of the preceding sentence, a member shall be deemed to have a direct financial, personal or other interest in any matter in which a member with whom he is associated has a direct financial, personal or other interest. In the event that each Floor Committee member present in a ring has an interest in a dispute which precludes him from resolving the dispute, the matter shall be resolved by consensus of all of the Floor Committee members then present in the ring, and their decision shall be reported to the Ring Supervisor who shall complete the appropriate records in accordance with Exchange procedures.

(c) After forty-five (45) minutes has elapsed from the time a price was disseminated for an Exchange Options Contract, no change can be made with the exception of Exchange staff input errors made pursuant to subparagraph (a)(ii)(C).

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a) through (c)].

Amended by the Board January 24, 2007; effective February 2, 2007.

Rule 4.24. Discretionary Account

(a) No Floor Broker shall execute any Transaction for any account over which the Floor Broker has discretionary trading authority to originate orders or execute Transactions. For the purposes of this Rule, discretion only as to time and price of a Transaction shall not be deemed to constitute a discretionary trading authority.

(b) The foregoing requirement shall not apply with respect to orders originated by a Floor Broker on behalf of any one (1) or all of the following:

(i) members of the Floor Broker's immediate family;

(ii) the proprietary accounts of Members.

provided that Customers' orders, including orders granting the Floor Broker discretion as to the price, time and contract month, are executed before the orders referred to in paragraphs (a) and (b).

(c) Orders referred to in paragraphs (a) and (b) may be placed with another Floor Broker for execution.

Rule 4.25. Disclosure of Orders

No Floor Broker shall disclose or divulge the buy or sell orders of another Person except in order to execute the orders at the ring or except pursuant to Rule 4.17 or at the request of an authorized representative of the CFTC or the Exchange.

Rule 4.26. Cross Trades

(a) Cross trades for Commodity Contracts listed for trading on the Exchange's electronic trading system ("ETS") must be executed electronically in accordance with Rule 27.21. Cross trades may be executed in accordance with this Rule only with respect to those Commodity Contracts that are not listed for trading on the ETS. Subject to the conditions set forth in this Rule, a Floor Broker who has in hand at the same time both buying and selling or granting Exchange orders of different Principals for the same Commodity Contract in the same delivery month or Exchange Option series, which is not listed for trading on ETS, may execute such orders for and directly between such Principals at the market price; provided, however, that:

(i) with respect to Cocoa, Cotton No. 2, Index and Financial Futures and Options Contracts, if any one (1) of the accounts listed below in (A) through (D) is opposite a Customer's order, the Member or Member Firm, as specified in subparagraph (ii) below, has the prior written consent of such Customer to cross his order opposite any one (1) of the following accounts:

(A) the Floor Broker's own account or an account in which the Floor Broker has a direct or indirect interest;

(B) an account of another Person for which buying and/or selling orders can be placed or originated, or for which Transactions can be executed, by such Floor Broker without the prior specific consent of the account owner;

(C) the account of an Associated Broker or an account controlled by such Associated Broker; or

(D) the account of any Firm of which the Floor Broker is a partner, officer, or employee or any other affiliate of such Firm, or the account of any partner, officer or employee of such Firm or any other affiliate of such Firm; for purposes of this Rule, the term "affiliate" means any Firm or individual which controls, is controlled by, or is under common control with, another Firm or individual; and for purposes of this Rule, the term "control" means the power to direct or cause the direction of the management or policies of a Firm or individual, whether through ownership of securities, by contract, or otherwise.

(ii) For the purposes of subparagraph (i) above, a Member or Member Firm which receives an order directly from a Customer shall be deemed to be the Person responsible for knowing whether the Customer has consented to having its orders executed in cross trades, advising any Person to whom or which the order is transmitted in furtherance of execution, as to whether such Customer consent has been granted, obtaining the prior written consent of the Customer evidencing the grant of authority to cross the Customer's orders against the accounts listed in subparagraphs (i)(A)-(D), and providing a copy of the written grant of authority to the Exchange upon request, as follows:

(A) If the order is placed with a Member Firm that is a Futures Commission Merchant ("FCM") or Introducing Broker ("IB"), such FCM or IB shall be responsible;

(B) If the order is placed with a Member Firm operating a brokerage business on the Floor of the Exchange and the Member Firm either hands the order off for execution by another Member or has its own Floor Brokers execute the order, the Member Firm shall be responsible; and

(C) If the order is placed directly with any Floor Broker and the Floor Broker either hands off the order for execution or executes the order himself, the Floor Broker shall be responsible, but the Floor Broker shall not be responsible with respect to any Customer's order received from an FCM or IB.

(iii) with respect to Coffee "C", Ethanol, Robusta and Sugar No. 11 Futures and Options Contracts, Transactions described in paragraph (a) of this Rule may be executed as long as neither of the orders is for:

(A) the account of a Floor Broker present on the Floor of the Exchange, or an account controlled by such Floor Broker;

(B) the Floor Broker's own account or an account in which the Floor Broker has a direct or indirect interest;

(C) an account of another Person for which buying and/or selling orders can be placed or originated, or for which Transactions can be executed, by such Floor Broker without the prior specific consent of the account owner;

(D) the account of an Associated Broker or an account controlled by such Associated Broker;
or

(E) the account of any Firm of which the Floor Broker is a partner, officer or employee of such Firm or any other affiliate of such Firm; for purposes of this Rule, the term "affiliate" means any Firm or individual which controls, is controlled by, or is under common control with, another Firm or individual; and for purposes of this Rule, the term "control" means the power to direct or cause the direction of the management or policies of a Firm or individual, whether through ownership of securities, by contract, or otherwise.

(iv) with respect to FCOJ and NFC Futures and Options Contracts, Transactions described in paragraph (a) of this Rule may be executed as long as neither of the orders is for:

(A) the Floor Broker's own account or an account in which the Floor Broker has a direct or indirect interest;

(B) an account of another Person for which buying and/or selling orders can be placed or originated, or for which Transactions can be executed, by such Floor Broker without the prior specific consent of the account owner;

(C) the account of an Associated Broker or an account controlled by such Associated Broker;
or

(D) the account of any Firm of which the Floor Broker is a partner, officer or employee of such Firm or any other affiliate of such Firm; for purposes of this Rule, the term "affiliate" means any Firm or individual which controls, is controlled by, or is under common control with, another Firm or individual; and for purposes of this Rule, the term "control" means the power to direct or cause the direction of the management or policies of a Firm or individual, whether through ownership of securities, by contract, or otherwise.

For the purposes of this Rule, the requirement of different Principals is satisfied when a Firm which has separate operations with separate accounts (whose Positions, even when exactly opposite, cannot be offset except by a Trade in the ring) and when there is in fact independent control of the decision-making with respect to Transactions for such accounts.

(b) A Floor Broker referred to in paragraph (a) shall:

(i) in an audible voice bid and offer the full quantity involved two (2) times at a price where such offer is higher than such bid by not more than the minimum permissible fluctuation and neither such bid nor such offer shall be accepted in whole or in part; and

(ii) in an audible voice announce the price at which such Transactions are to be executed after which he shall allocate such Principals' orders to satisfy such other bids and offers as may be open at the ring at such price in an amount equal to the lesser of:

(A) fifty percent (50%) of the quantity involved or, if there be an uneven number of lots involved, one lot less than fifty percent (50%), or

(B) the number of such other bids and/or offers open at the ring at such price; and

(iii) execute such cross trade Transaction in the presence of, and in a voice audible to, an Exchange employee who is designated to witness cross trade Transactions ("Designated Employee") and, by appropriate descriptive words or symbols, clearly identify all such cross trade Transactions on his trading card or other similar record made at the time of execution; note thereon the exact time of execution.

(c)(i) Upon witnessing a cross trade Transaction, the Designated Employee shall record on a cross trade slip provided by the Exchange, the identity of the executing Floor Broker and the quantity, delivery month and price for Transactions in Exchange Futures Contracts or, for Transactions in Exchange Option Contracts, the quantity, delivery month, Striking Price, Premium and whether a Put or a Call, thereafter time stamping the cross trade slip to reflect the time of execution to the nearest minute. In addition, the Designated Employee shall initial the cross trade slip, and, retaining one (1) copy of the cross trade slip, immediately distribute by means of another Exchange employee assigned to that function, a copy of the cross trade slip to the executing Floor Broker and the Exchange employee responsible for recording the trade;

(ii) If a cross trade Transaction is not witnessed by the Designated Employee, but it is asserted by a Floor Broker that a cross trade Transaction was executed, the Designated Employee shall prepare and time-stamp a cross trade slip provided by the Exchange for such purpose, initial it, but shall not submit the Trade for recordation. The Floor Broker shall then present the cross trade slip to two (2) members of the Floor Committee located in the opposite side of the ring from him who, if they witnessed the cross trade Transaction, shall initial it and note the time of their signature thereon. Such cross trade slip shall then be returned to the Designated Employee for distribution and reporting as provided in subparagraph (c)(i) above.

Only cross trade Transactions so time-stamped and initialed either by a Designated Employee or two (2) members of the Floor Committee may be submitted for clearance.

(iii) A Floor Broker executing a cross trade Transaction shall be responsible for promptly notifying the Designated Employee of any errors or other discrepancies in the cross trade slip. If the Designated Employee agrees that an error has been made, the Designated Employee must complete and thereafter time-stamp a cross trade correction slip provided by the Exchange. The Floor Broker shall, in addition, obtain the signature of two (2) Floor Committee members located in the opposite side of the ring, who have witnessed the cross trade Transaction, and submit such correction slip to the Designated Employee. In the event that the Designated Employee and the Floor Broker disagree on any detail of the cross trade Transaction, a correction may be made if the Floor Broker obtains signatures on a cross trade correction slip from two (2) Floor Committee members located in the opposite side of the ring from him who have witnessed the cross trade Transaction. Each Floor Committee member signing a cross trade correction slip shall also note thereon the time of his signature. Any such cross trade correction slip must then be submitted to the Designated Employee by the executing Floor Broker. The Designated Employee shall then distribute and report the cross trade Transaction as set forth in subparagraph (c)(i) above.

(iv) If a Floor Broker does not receive a cross trade slip for a cross trade Transaction he executed, he shall be responsible for promptly notifying the Designated Employee. If the Designated Employee witnessed the cross trade Transaction, he shall prepare, time-stamp, and initial a cross trade slip in accordance with subparagraph (c)(i) of this Rule. If the Designated Employee did not witness the cross trade transaction, the cross trade Transaction shall be documented in accordance with subparagraph (c)(ii) above.

(d) A Member cannot enter at the same time both buying and selling orders for the same Commodity for future delivery in the same delivery month unless such orders are for different Principals. For the purposes of this Rule, a Member or Member Firm which receives orders directly from a non-member(s) shall be deemed to be the Member that entered the orders as follows:

(i) If the orders are placed with a Futures Commission Merchant Member Firm ("FCM") which, in turn, places the orders with a Floor Broker or other Member for execution, the FCM has entered the orders;

(ii) If the orders are placed with a Member Firm on the Floor of the Exchange and the Member Firm either hands the orders off for execution or has its own Floor Brokers execute the orders, the Member Firm has entered the orders; or

(iii) If the orders are placed directly with an independent Floor Broker and the Floor Broker either hands off the orders for execution or executes the orders himself, the Floor Broker has entered the orders.

(e) A Member may not cause to be sent to the Trading Floor and a Floor Broker may not accept a single order ticket with both buy and sell orders for the same Commodity Contract in the same delivery month. A Member may not instruct a Floor Broker and a Floor Broker may not accept instructions to cross any orders or attempt to execute a Transaction(s) as a cross trade and not to execute said Transaction(s) unless it can be executed as a cross trade.

Amended by the Board September 11, 2007; effective September 28, 2007 [§ (a)(iii)].

Amended by the Board October 10, 2007; effective October 17, 2007 [§§ (a)(i) and (C)(iii)].

Amended by the Board July 9, 2008; effective July 16, 2008 [§ (b)(i)].

Amended by the Board May 19, 2011; effective July 1, 2011 [§ (a)].

Rule 4.27. Spread Transactions

(a) Floor Brokers are permitted to execute one (1) Exchange Options Contract in conjunction with one (1) or more other Exchange Options Contract(s) in the same Commodity ("Options Spread"). Such Transactions must be for the same account, and Floor Brokers may not combine separate orders for the same or different accounts in order to execute an Options Spread. These orders are to be executed competitively by open outcry in the ring with at least one (1) side of the Options Spread priced within its respective daily price limits.

(b) It shall be the Floor Broker's responsibility to insure that Futures and Option Spread orders executed in accordance with this Rule are properly recorded in writing on the Floor Broker's trading card, permitting identification of these Transactions, and are posted and announced in such manner as the Exchange may direct.

(c) Options Spread Transactions shall not set off any stop orders except for Options Spread stop orders.

(d) Nothing in this Rule shall be construed to prevent the execution of Options Spreads by individual Transactions.

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (a) through (e)].

Amended by the Board August 3, 2012; effective August 20, 2012 [§§ (a) through (d)].

Rule 4.28. Combination Transactions

(a) For the purposes of this Rule, the term "Combination Transaction" shall mean two (2) or more Commodity Contracts traded simultaneously and comprised of an Exchange Options Position and a related Exchange Futures Position.

(b) Combination Transactions may be executed only by a Trading Member with floor trading privileges on the Exchange in an area of the Exchange designated for such purpose.

(c) Combination Transactions may only be executed when both the Exchange Futures Contract and its related Exchange Options Contract are listed for trading.

(d) All Commodity Contracts comprising the Combination Transaction must be for the same account.

(e) Prices of Combination Transactions shall not establish daily trading ranges for any Commodity Contract in the Combination Transaction. The Exchange Futures Contract in a Combination Transaction must be priced within its respective daily price limits. Notwithstanding the provisions of this paragraph (e), with respect to Combination Transactions executed for any of the Financial Products, if a daily range has been established for any of the contracts comprising the Combination Transaction, at least one (1) contract comprising such Transaction must be priced within the daily range.

(f) Combination Transactions shall not set off any stop orders except for Combination Transaction stop orders.

(g) No Floor Broker, upon receiving separate orders for Exchange Futures Contracts and Exchange Option Contracts for the same or different Customers, may combine and execute such orders as a Combination Transaction but must execute each order separately.

(h) The futures position must offset the net Options position of the Combination Transaction.

(i) The number of Exchange Futures Contracts should not exceed the number of Exchange Options Contracts for the Combination Transaction.

Rule 4.29. Reporting of Trades

(a) All selling Floor Brokers shall immediately report to designated Exchange employees all Transactions executed or registered on the Trading Floor. Such reports shall indicate the price at

which each Transaction was made. Selling Floor Brokers are responsible for assuring that each Trade which they report is properly disseminated by the Exchange.

Amended by the Board June 13, 2012; effective August 8, 2012.

Rule 4.30. Trading Card Procedures

(a) All Floor Brokers shall promptly record each Transaction executed on the Trading Floor in the exact chronological order of execution on a separate line, without skipping lines between Trades, or entering Trades anywhere other than on a numbered line, in non-erasable ink on trading cards provided by the Exchange. In addition, if lines remain after the last execution recorded on the trading card, the remaining lines shall be crossed through.

(b) A separate trading card shall be used for each open, close, closing, or bracket period. The trading cards shall be used in their printed sequential order for trading done each day. Each Floor Broker shall be held accountable to produce his trading cards in sequential order for each trading day upon the demand of the Exchange.

(c) All trading cards shall contain the following information:

- (i) executing Floor Broker and opposite Floor Broker;
- (ii) bracket code;
- (iii) date;
- (iv) written time of execution to the nearest minute for the first (1st) Trade appearing on each trading card;
- (v) for Exchange Futures Contracts quantity, delivery month, and price for each Transaction;
- (vi) for Exchange Options Contracts, quantity, Option Month, Striking Price, Premium and whether a Put or Call;
- (vii) identification of cross trade Transactions by an (x) symbol along with written time of execution;
- (viii) if a Trade is made by a Floor Broker for another Floor Broker present on the Floor of the Exchange, identification of the Floor Broker for whom such Trade is made;
- (ix) identification of Transactions made pursuant to Rule 4.17 by a (D) symbol;
- (x) signature or initials of designated Exchange employee where required by Rule; and
- (xi) identification of Transactions made pursuant to Rule 4.30(a)(ii) and (iii) by (E) symbol along with the written time of execution.

(d) Within fifteen (15) minutes of the end of each bracket open, close or closing period, Floor Brokers shall submit one (1) copy of each trading card used during such period, including any trading card as to which information is subsequently corrected or added, to designated Exchange employees who shall then timestamp the date and time, to the nearest minute, the trading card is collected.

(e) Trades executed during the open, close, or closing period of a Commodity Contract shall be recorded on a separate trading card which shall indicate the bracket period in which the open, close, or closing period occurs followed by the symbols "OP" (opening) or "CL" (close or closing period).

(f) Corrections or additions to the information recorded on trading cards shall be made in a manner that does not obliterate or otherwise make illegible the originally recorded information. Corrections or additions to the information recorded on trading cards for a prior bracket period shall be clearly and unambiguously recorded on trading cards submitted for a succeeding bracket period. Provided, however, that corrections and additions to information recorded on trading cards used during the last bracket period of the day shall be reported in writing to the Exchange Compliance Department.

(g) Accurate bracket identification codes and open, close, or closing period designations must be included with trade information submitted to the Clearing Organization clearing the trade, pursuant to the Rules. Said Clearing Organization will transfer the bracket identification codes to the Clearing Member trade register.

Rule 4.31. Identity of Clearing Member

(a) No Member (other than a Member present on the Trading Floor) may transmit an order to a Floor Broker, and no Floor Broker may execute an order received from any Person (other than a Floor Broker present on the Trading Floor), unless, prior to execution, such order includes the identity (by name or symbol) of the Clearing Member through whom any Transaction resulting from the execution of such order is to be cleared.

(b) Every Floor Broker shall, promptly after the execution of any Transaction, enter on his trading card the identity (by name or symbol) of the Clearing Member through whom such Transaction is to be cleared.

(c) Floor Brokers are prohibited from changing the identity of the Clearing Member specified on the trading card, except to correct a bona fide error. Every Transaction shall be submitted for clearance in the name of the Clearing Member so identified.

Amended by the Board June 13, 2012; effective August 8, 2012.

Rule 4.32. Correction of Errors

(a) If a Floor Broker discovers an error in the handling of an order, and the order cannot be executed in the market at a price which is better than or equal to that which the order should have received, the Floor Broker may do one (1) or more of the following:

(i) Execute the order in the market and adjust the Customer if the price is worse than that which the Customer should have received had the error not occurred.

(ii) Execute a Straddle Transaction in the market whereby one leg of the Straddle is for the Customer's order and the other leg is for the account of the Floor Broker, notwithstanding any Rule to the contrary. The order must receive a price better than or equal to the price it should have received had the error not occurred.

(iii) Take the opposite side of the order (notwithstanding any Rule to the contrary), at a price which is better than or equal to the price the order should have received had the error not occurred. If such price cannot be obtained in the market, or the Floor Broker discovers the error after the close of such market, the Floor Broker may assign the opposite side of the order to the Floor Broker's own account at a price which is better than or equal to the price which the order should have received had the error not occurred, notwithstanding any Rule to the contrary. Any such assignment made after the close of the market must be promptly effected but in no event later than 5:00 p.m. on such trading day.

(b) In no case may a Customer receive a price which is worse than that which the Customer should have received had the error not occurred. Any Transaction or Straddle Transaction executed pursuant to subparagraphs (a)(ii) and (iii) above shall be within such day's trading range, reported to the Compliance Department and submitted for clearance in accordance with the Rules and the Clearing Organization Rules and procedures regarding errors.

(c) The Board may provide by resolution such other procedures as it may from time to time deem necessary or appropriate to allow for the correction of errors.

Rule 4.33. Submission of Open Outcry Trade Data for Clearing Purposes

(a) With respect to any Transaction in any Commodity Contract which is executed by open outcry and is to be cleared by the Clearing Organization, no Person except a Clearing Member or a duly authorized representative of a Clearing Member acting on behalf of that Clearing Member may submit any information or reports for the purpose of clearing such Transactions ("Clearing Submission") to the Clearing Organization. Every Clearing Submission must be made in accordance with applicable Exchange and Clearing Organization Rules. It is the responsibility of each Clearing Member to insure that every Clearing Submission in its name is reviewed and authorized. A Clearing Member must make a Clearing Submission for each Commodity Contract Transaction for which it has received information or reports required by the Clearing Organization for such purpose from a non-clearing member or notify such Member that such submission will not be made.

(b) Every Clearing Submission for Transactions in a Commodity Contract which is executed by open outcry must be input into the Trade Input Processing System ("TIPS[®]") as follows:

(i) Trade data shall be input into TIPS no later than thirty (30) minutes after the end of the bracket period in which the Trade was executed. No new Floor Broker input of trade data can be made after 5 PM each trading day.

(ii) Outtrades shall be resolved throughout the trading day but in no event later than the opening of the following trading day.

(iii) Floor Broker advisories concerning errors or other discrepancies must be reported by the Clearing Member to the executing Floor Broker no later than 9 AM of the Business Day following the day on which the Trade was accepted for clearance.

(iv) Any Member using TIPS shall be required to have a representative available on the Floor of the Exchange until the TIPS' system shutdown of that trading day.

(v) Clearing Member designations must be made no later than one (1) hour after the close of trading by open outcry in the contract market in which the Trade was made. Whenever possible, the Clearing Member designation shall be assigned upon Trade entry.

(vi) Floor Brokers may change a Clearing Member designation for a Trade twice before 5 PM of the day the Trade was executed.

(vii) Trades allocated to Clearing Members will be deemed accepted by such Clearing Member unless such Trade has been challenged by 6 PM of the day the Trade was submitted for clearance.

(viii) Any Trade executed by a Floor Broker and matched in TIPS shall automatically be cleared to the account of the Clearing Member guarantor of such Floor Broker on the date executed, unless such Trade is otherwise accepted for clearance by another Clearing Member on such trade date.

(ix) All mechanical adjustments shall be made through TIPS. Any Member submitting a mechanical adjustment shall include all information required by TIPS to process such mechanical adjustment.

Amended by the Board September 8, 2010; effective December 13, 2010 [§§ (a) – (b), (b)(vi) and (b)(ix)].

Amended by the Board June 13, 2012; effective August 8, 2012 [§§ (b)(iv) through (b)(ix)].

Rule 4.34. Clerk Qualification Requirements, Registration Procedures, and Trading Prohibitions

The following Clerk qualification, registration procedures and trading prohibitions apply to all clerical staff of Members or Member Firms trading in Commodity Contracts on the Trading Floor of the Exchange:

(a)(i) Qualification Requirements: Unless otherwise provided under the Rules, clerical staff shall:

(A) include every Person a Member or Member Firm employs or wishes to employ on the Trading Floor of the Exchange, whether on a temporary or permanent basis, and regardless of whether such Person is a Member of another exchange;

(B) on an annual basis or as otherwise required by the Exchange, provide proof of employment by a Member or Member Firm for the previous year in a form acceptable to the Exchange;

(C) be limited to runners, communication operators, telephone clerks, write-up clerks, trade data entry clerks, supervisors, analysts and any other category which the President may specify from time to time;

(D) attend a Sexual Harassment Awareness Course sponsored by or acceptable to the Exchange as may be determined by the President, in his sole discretion; and

(E) not consist of any other Member whose rights and privileges of Membership are suspended or any individual who has been expelled from Membership, where such employment or registration is in contravention of any term or condition of such suspension or expulsion which the Exchange, the Board or any Committee may impose or to which the suspended Member or expelled Person may have agreed.

(ii) Additional Requirements for trade data entry Clerks: A Clerk who enters trade data shall:

(A) be registered with the Exchange by and for the Floor Broker for whom the Clerk enters the greatest number of transactions; provided, however, if a Clerk enters the greatest number of transactions for Floor Brokers associated with a Member Firm or Broker Association, the Clerk shall be registered by and for a Floor Broker associated with such Member Firm or Broker Association;

(B) only enter trade data for Members or Member Firms involving Exchange Transactions;
and

(C) enter trade data for no more than fifteen (15) Floor Brokers on any Business Day.

(b) Registration Procedure: All clerical staff must file with the Exchange an application for Clerk registration in the form supplied by the Exchange and consent to such background investigation as may be required from time to time. All applicants must be approved by the Exchange before they will be permitted on the Trading Floor. Each applicant shall furnish such additional information as the Exchange may request regarding any matter revealed in the background investigation or the application for registration as a Clerk. Applicants shall also be required to disclose, among other things, whether the applicant:

(i) has ever been or is suspended or expelled from any commodity or securities exchange, clearing organization, registered futures association, the National Association of Securities Dealers, Inc., or any other self-regulatory organization or other business or professional association for violation of any rule of such organization; or

(ii) has been convicted of any felony or misdemeanor involving, arising from, or related to, the purchase or sale of any commodity, commodity contract, security or option, or is or has been permanently or temporarily enjoined by order, judgment or decree of any court of competent jurisdiction or the CFTC from engaging in or continuing any conduct or practice in connection with the purchase or sale of commodities or securities or is or has been subject to an order of the CFTC denying trading privileges on any contract market to such Person, or suspending or expelling such Person from membership on any contract market, or has been convicted of any felony involving or arising from fraud or moral turpitude; or

(iii) has a disciplinary record at any exchange; or

(iv) has any unsatisfied debts to Members; or

(v) had his Membership terminated pursuant to the sale of Membership provisions of Rule 21.36.

Every Clerk registered with the Exchange shall provide prompt written notice to the Managing Director or an officer of the Membership Department, if any of the events specified in paragraphs (b)(i) through (v) above occurs.

Any application for registration as a Clerk, regardless of whether the applicant has been registered with the Exchange before shall be presented to the Executive Floor Committee and the President for their review within two (2) weeks following receipt of the results of the background investigation if the application or background investigation discloses that any of the events contained in subparagraphs (b)(i) through (b)(v) of this Rule has occurred or otherwise discloses any information which the Exchange believes warrants further review. In the case of a previously registered applicant, the application shall only be presented to the Executive Floor Committee and the President if such information is disclosed in an application for re-registration. Upon review of such application or upon learning of facts and circumstances suggesting that the continued registration of a Clerk is contrary to the best interests of the Exchange, the Executive Floor Committee and the President in their sole discretion shall determine whether to permit registration of the applicant or, in the case of a registered Clerk, to permit the registration of the Clerk to continue, or to refer the matter to the Executive Floor Committee for a hearing and decision, in accordance with the procedures specified in paragraph (d) of this Rule.

Members and Member Firms are required to advise the Exchange of any changes in status of registered clerical staff, including additions and deletions of clerical staff.

It shall be the responsibility of each Member and Member Firm employing clerical staff to assure that identification badges issued to clerical staff are withdrawn promptly upon termination of employment.

Registration of all clerical staff will be in conjunction with NYMEX building Security Department requirements.

(c) Registration Denial, Access Restrictions, Suspension and Termination of Registration: The Executive Floor Committee may deny an application to be registered as a Clerk, restrict access to the Exchange's premises for a specified period of time, and suspend and/or terminate the registration of any Clerk if it determines, in its sole discretion, after notice and an opportunity to be heard, that the registration of such applicant or the continued registration of such Clerk is contrary to the best interests of the Exchange.

(d) Denial, Access Restriction, Suspension and Termination Procedures:

(i) Any action taken pursuant to paragraph (c) of this Rule shall be taken after notice to the applicant or Clerk against whom the action is taken and to the Member or Member Firm who or which seeks to register the applicant or has registered such Clerk on the Exchange and an opportunity for such applicant or Clerk to be heard.

(ii) The powers of the Executive Floor Committee pursuant to paragraph (c) of this Rule may be delegated to a subcommittee of at least three (3) members, as the Chairman of the Executive Floor Committee may decide in his sole discretion. The names of the members of the Executive Floor Committee or any subcommittee appointed to hear the matter shall be included in the written notice provided to the Clerk or applicant. Any objection to a member hearing the matter shall be made in writing to the Chairman of the Committee within three (3) Business Days of being so advised, and shall include the basis for the objection. The Committee Chairman shall rule on any such objections.

(iii) The notice given to an applicant or Clerk shall state (A) the situation which it is believed may give rise to the need for action by the Executive Floor Committee; and (B) the date, time and place of the hearing to be held before the Executive Floor Committee.

(iv) At any hearing conducted under this Rule, the Executive Floor Committee shall determine the procedures to be followed, except that the following shall apply in every case: (A) the case in support of the action or proposed action against the applicant or Clerk shall be presented by the Compliance staff; (B) the applicant or Clerk shall be allowed to be represented by legal counsel or any other representative of his choosing and, either personally or through such representative, to present witnesses and documentary evidence and to cross-examine witnesses; (C) no formal rules of evidence shall apply, and the Executive Floor Committee shall be free to accept or reject any and all evidence it considers proper; (D) a substantially verbatim record capable of being accurately transcribed shall be made of the hearing, provided, however that such record need not be transcribed unless the decision is appealed by the applicant or registrant to the CFTC; and (E) the notice of the hearing, any stenographic transcript of the hearing, the documentary evidence and any other material presented to the Executive Floor Committee by either party with notice to the other shall constitute the record of the hearing.

(v) Promptly following any hearing, the Executive Floor Committee shall render a written decision based on the weight of the evidence contained in the record of the hearing and shall provide a copy of the decision to the applicant or Clerk and the Member who or which sought to register or has registered such Person with the Exchange. The decision shall include: (A) a brief summary of the evidence produced at the hearing; (B) the findings and conclusions of the hearing body; and (C) a declaration of any action to be taken pursuant to the determination referred to in clause (B), hereof, the effective date and duration of such action and the date upon which such decision becomes final.

(vi) Any action taken by the Executive Floor Committee pursuant to paragraph (c) shall become effective and final fifteen (15) days after notice of the action taken is given to the applicant or Clerk. The decision of the Executive Floor Committee shall constitute the final action of the Exchange.

(e) Trading Prohibitions: Unless otherwise provided under the Rules:

(i) The clerical staff of a Member may not trade in any Commodity Contract either in his own name or in any account in which he has a direct or indirect interest.

(ii) No Member shall execute an order for, accept for clearance, or maintain a Position in any Commodity Contract if such Member knows, or with the exercise of reasonable care should know, that such order, clearance, or Position is for the direct or indirect benefit of any clerical staff registered hereunder.

(iii) The foregoing trading prohibitions shall not apply to individual Members in good standing of this Exchange.

Amended by the Board April 15, 2009; effective July 27, 2009 [§§ (a)(iii)].

Amended by the Board May 19, 2011; effective June 15, 2011 [§§ (a)(i)(A) through (a)(ii)(C)].

Rule 4.35. Electronic Devices

(a) For purposes of this Rule, the following definitions shall apply:

(i) "Electronic Device" shall mean any type of voice or data communications interface, including but not limited to a computer, headset, hand-held device, microphone, telephone or two-way radio.

(ii) "Electronic Information" shall mean the data made available to each Member or Member Firm by virtue of such Member's or Member Firm's access to any Electronic Device, including, without limitation, (A) the identity of other Persons transacting business on, with or through the Exchange and the price and quantity of pending or filled orders and (B) any database, software, programs, protocols, displays and manuals relating thereto, including the selection, arrangement and sequencing of the contents thereof.

(b) No Electronic Device may be used on the Trading Floor unless such device and/or use has been authorized by the Exchange and does not interfere with any Exchange system. The Exchange may, in its sole discretion, impose restrictions on the use of any authorized Electronic Device by a Member or Member Firm, and may limit, suspend or terminate any Person's right to use an authorized Electronic Device at any time, without prior notice and without any liability therefore. The Exchange shall have the right, at any time, to audit the use of any authorized Electronic Device by a Member or Member Firm.

(c) Cell phones, personal digital assistants and other similar devices with instant message ("IM") capabilities may be used only for non-business purposes and/or the placement of orders for the Member's own account, from areas outside of the trading ring, provided, however, that voice over internet protocol ("VoIP") service provided by an Exchange approved provider may be used within the trading ring.

(d) An order transmitted through IM or Exchange approved VoIP may not be bid, offered or executed until a separate, written order ticket is prepared in accordance with Rule 6.08 and all such orders shall be subject to all applicable audit trail requirements. All IMs relating to any Transaction or order must be retained for a minimum of (5) years in accordance with Commission Regulations and are subject to review by the Market Regulation Department.

(e) No Electronic Device may be used by any Person except in accordance with this Rule and such terms and conditions of use as may be established from time by the Board, any committee appointed by the Board or Exchange staff empowered to establish and review terms and conditions of use. Each Member and Member Firm shall pay any fees and/or other charges assessed by the Exchange for the use of an Electronic Device.

(f) In addition to the specific terms and conditions of use established for an Electronic Device pursuant to paragraph (e) above, the use of an Electronic Device that has been supplied by the Exchange to a Member or Member Firm for use on the Trading Floor shall be subject to the following terms and conditions:

(i) The Member or Member Firm shall properly secure and safeguard the Electronic Device so as to prevent damage, loss or theft, and shall be liable for any damage beyond normal wear and tear, until it is returned to the Exchange.

(ii) The Member or Member Firm shall implement appropriate procedures to ensure the only Persons authorized by the Member or Member Firm have access to and/or use of the Electronic Device.

(iii) Upon termination for any reason of a Member's or Member Firm's right to use an Electronic Device, it shall be returned to the Exchange in working condition. The Member or Member Firm shall pay to the Exchange the replacement cost for any Electronic Device that is lost, stolen, damaged or destroyed while in the Member's or Member Firm's possession or while it is otherwise responsible for the Electronic Device.

(iv) The Board and/or the relevant committee or Exchange staff responsible therefor may impose restrictions on the use of any Electronic Device by a Member or Member Firm without prior notice and without liability to any Person.

(v) Electronic Information that is disclosed to, or otherwise obtained by a Member or Member Firm while accessing an Electronic Device, shall be deemed to constitute a trade secret of the Exchange (or its licensors), as to which copyright and patent rights of the Exchange may also exist. The Member or Member Firm shall keep all such Electronic Information confidential, and shall utilize such Electronic Information solely for such Member's or Member Firm's own trading activities and the trading activities of Persons for whom the Member or Member Firm is

authorized to act. All copies and expressions of such trade secrets, works, processes, and methods are the exclusive property of the Exchange, and shall be returned to the Exchange upon termination of such Member's or Member Firm's right to use the Electronic Device for any reason whatsoever. Each Member or Member Firm shall take all reasonable precautions to maintain the secrecy and confidentiality of such Electronic Information. Except as otherwise permitted elsewhere in the Rules, the Member or Member Firm shall not disclose and shall use reasonable efforts not to permit the disclosure of, any part of such Electronic Information to any other Person.

(vi) Except as authorized by the Board and/or the applicable committee or Exchange staff responsible for establishing the terms and conditions of use of any Electronic Device, a Member or Member Firm shall not make, and shall not permit others to make any alterations, additions, subtractions, upgrades or improvements to, or affix or attach any foreign object to, in or on, any Electronic Device.

(g) The Exchange accepts no responsibility for loss, theft or damage to any equipment or device authorized for use on Exchange premises.

Amended by the Board June 11, 2008, effective June 16, 2008 [§(d)].

Amended by the Board December 10, 2008; effective January 5, 2009 [§§ (a)(i), (b) - (g)].

Amended by the Board August 31, 2011; effective October 3, 2011 [§§ (c) and (d)].

Rule 4.36. Communications Between Members

The Exchange has no responsibility for any act, error or omission of its employees in connection with the receipt or transmission of messages or other communications between Members, or between Members and their offices or other Persons, all of which is entirely at the risk of the Member receiving or sending such message or communication, or for whom the same may be intended.

Rule 4.37. Member Responsibility for Quotations

No Member or Member Firm shall be liable for money damages arising from a request to quote the market for the purpose of price fixing (spotting the Board) or for other purposes, when no correlative purchase or sale of futures is made. Where a purchase or sale of futures is made, liability, if any, may apply only to the extent of the number of futures so bought or sold.

Rule 4.38. Stop Orders for Open Outcry Transactions

(a) Stop Order or Stop Loss Order—An order to buy or sell when the market reaches a specified point. A stop order to buy becomes a market order when the contract sells (or is bid) at or above the stop price. A stop order to sell becomes a market order when the contract sells (or is offered) at or below the stop price.

(b) Members may accept FCOJ stop orders provided that such orders fall within at least one (1) of the following categories:

- (i) Stop limit orders;
- (ii) Market if touched orders without contingencies; or
- (iii) Other stop orders without contingencies.

Amended by the Board June 13, 2012; effective August 8, 2012 [§ (b)].

Rule 4.39. Unmatched Trades

It shall be the duty of any party to a Trade that has been submitted to TIPS in accordance with Rule 4.32, but which remains unmatched at the open of trading on the Business Day following the trade date, to buy in or sell out said contract within one (1) hour after the opening of business on the next Business Day. Such party may proceed against the other party under the Arbitration Rules then in effect.

RESOLUTIONS

No. 1. Time & Sales Register—Out-of-Sequence Trade Policy

WHEREAS, compilation of the Time & Sales Register is dependent upon Exchange employees utilizing hand-held recordation devices as the input source for information on the prices at which Trades are occurring in each of the Exchange's trading rings; and

WHEREAS, the simultaneous input of trade data from multiple sources can result in the sequence of prices within any 10 second increment on the Time & Sales Register being different than the sequence in which such prices traded; and

WHEREAS, to the extent that this may occur it is in no way the fault of any Member or employee of the Exchange,

NOW THEREFORE, it is hereby resolved that, in any arbitration between a Customer and a Member, the Member shall not be found to have failed to exercise due diligence in the execution of the Customer's order solely on the basis of the sequence of prices reflected within any ten (10) second increment on the Time & Sales Register unless the Customer also presents compelling evidence which corroborates such sequence.

No. 2. Reserved.

No. 3. Trade Policy During Trade Data Display Interruption

WHEREAS, circumstances may occur during trading such that trade data displayed to the Trading Floor is interrupted or is not commonly accessible to all Floor Brokers of a particular ring; and

WHEREAS, it is recognized that different prices or Premiums may be bid or offered for the same delivery month or Option Series in different parts of the ring at the same time during such interruption; and

WHEREAS, it is also recognized that during such interruption Trades may be executed at prices or Premiums not officially quoted or a Floor Broker may be unable to execute an order;

NOW THEREFORE, BE IT RESOLVED, to the extent an interruption in the display of trade data to the Trading Floor may occur, a Floor Broker shall not be found to have failed to exercise due diligence in the execution of a Customer's order where such an interruption has occurred and had an adverse effect on the Floor Broker's ability to execute the order; and

FURTHER RESOLVED, that the following procedure is adopted to identify the occurrence of a Trade Data Display Interruption on the Trading Floor:

(a) Whenever in the discretion of the President, or such other officer as he may designate, an interruption in the display of trade data on the Trading Floor is declared, an announcement and simultaneous ticker and wallboard text message will be transmitted stating the time the interruption began and the Commodity Contracts affected.

(b) When in the discretion of the President, or his designee, such interruption has ceased to exist, an announcement and simultaneous ticker and wallboard text message will be transmitted stating the time the interruption ended and the Commodity Contracts affected.

(c) An Exchange employee will record on a Declaration of Trade Data Display Interruption on the Trading Floor form the time during which the interruption was declared. At the end of the day, all Declaration of Trade Data Display Interruption on the Trading Floor forms will be delivered to the Compliance Department, which will attach the form(s) to the time and sales transcript for that day.

No. 4. Visitors Policy

WHEREAS, Rule 4.02 restricts access to the Trading Floor to authorized individuals among whom guests of a Member are included; and

WHEREAS, the Board of Governors wishes to formalize the Exchange's visitors policy concerning access to the Trading Floor;

NOW, THEREFORE, BE IT RESOLVED, that the following restrictions shall apply to all visitors to the Exchange;

1. No one under 14 years of age shall be permitted on the Trading Floor.
2. Any visitor to the Trading Floor must be issued a pass by Security at the request of a Member which request may not be made by an employee of a Member.
3. Guests of Members gaining access to the Trading Floor shall be limited to one (1) hour.

4. No more than a total of five (5) guests may gain access to the Trading Floor at any one (1) time.

No. 5. Reserved.

INSTANT MESSAGE (IM) POLICY

In conjunction with ICE Futures U.S., Inc. (“Exchange”) Rule 4.34 – Electronic Devices, the following policy shall govern the use of Instant Message (“IM”) on Electronic Devices on the Trading Floor by Members and their employees to communicate with other Exchange Members, clerks, Exchange employees or parties outside of the Exchange, including customers:

- The use of wireless communication devices is permitted on the Exchange’s Trading Floor as long as the Member has received authorization from the Exchange’s Department of Technology (“Department”). The Department will only approve those devices that receive live data feeds, enable two-way communication and have audit trail capability. Once authorization is received from the Department, the Member, when requested, must allow the Department and/or the Market Regulation Department to examine the wireless device to determine that it is being used appropriately.
- MEMBERS HAVE A DUTY TO SUPERVISE THEIR EMPLOYEES’ IM USE AND ARE RESPONSIBLE FOR ENSURING THAT THEIR EMPLOYEES COMPLY WITH THE TERMS AND CONDITIONS OF THIS POLICY.
- **Each order transmitted by IM to the Trading Floor must have a separate order ticket prepared in accordance with Exchange Rule 6.08 before the order is bid, offered or executed. IMs are subject to all applicable audit trail requirements. AS SET FORTH BELOW, NEITHER THE EXCHANGE NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PARTY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES IN ANY WAY RELATING TO THE USE OF IM TO TRANSMIT ORDERS.**
- All IMs relating to any Transaction or order must be retained by the Member for a minimum of five (5) years in accordance with Commission Regulations and are subject to review by the Market Regulation Department or other authorized Exchange personnel.
- Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful may not be sent through IM.
- Disclosure of any Exchange confidential data or information to other parties via IM is strictly prohibited.
- Disclosure of any confidential or non-public information relating to customer orders is strictly prohibited as provided in Exchange Rule 4.18.
- The Member is fully responsible for his or her trading activity and communications, including but not limited to, compliance with all applicable laws, rules and regulations in addition to Exchange requirements. All violators of Exchange Rules and procedures will be subject to disciplinary action.
- **THE USE OF IM INVOLVES CERTAIN RISKS. BY USING IM TO COMMUNICATE THE USER IS AGREEING TO ASSUME ALL SUCH RISKS, AND ACKNOWLEDGES THAT THE EXCHANGE IS NOT ENDORSING OR RECOMMENDING THE USE OF IM. THE USER AGREES THAT NEITHER THE EXCHANGE NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PARTY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES IN ANY WAY RELATING TO THE USE OF IM, REGARDLESS OF THE CAUSE OF ANY SUCH LOSS, DAMAGE, COST OR EXPENSE.**

Adopted by the Board December 10, 2008; effective January 5, 2009.

