

FMX Futures Exchange, L.P.

Amendment to Transfer Rule III-10, XI-16, and Chapter XV

Submission #2026-08

April 8, 2026

Via Electronic Portal

Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

1. FMX Futures Exchange, L.P. (“FMX” or the “Exchange”) hereby certifies to the Commodity Futures Trading Commission (“CFTC” or “Commission”) the attached amendment to FMX Rule III-10, Rule I-1, Rule XI-16, and Chapter XV in accordance with CFTC Regulation 40.6(a).
 2. The proposed effective date of the rule amendment is trade date April 23, 2026.
 3. Attached please find a certification that: (1) this Rule amendment complies with the Commodity Exchange Act and the Commission’s regulations thereunder; and (2) concurrent with this submission, the Exchange posted on its website: (i) a notice of pending certification of this rule submission with the Commission; and (ii) a copy of this submission.¹
 4. A concise explanation of the amendment to Rule III-10(i) appears below.
 5. No opposing views to this rule amendment were expressed to FMX.
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¹ See <https://www.fmxfutures.com/rules-notices/exchange-notices/>. Capitalized terms used but not defined herein shall have the meanings given to such terms in the FMX Rules, and references to “FMX Rules” or an “FMX Rule” refer to such rules.

A CONCISE EXPLANATION OF THE RULE AMENDMENT, INCLUDING CORE PRINCIPLES.

Attached to this document is Exhibit I, which reflects an amendment to Rule I-1, Defined Terms, III-10, Errors, Trade Cancellation and Price Adjustments, and Transfers on the FMX Division, Rule XI-16, Limitation of Liability, and Chapter XV, Arbitration that will take effect trade date April 23, 2026.

Rule I-1, Defined Terms

The amendment to Rule I-1, Defined Terms, includes a new definition for “AAA” as the term is utilized in Chapter XV of the Rules.

Rule III-10, Errors, Trade Cancellation and Price Adjustments, and Transfer Trades

The amendments to Rule III-10, Errors, Trade Cancellation and Price Adjustments, and Transfer Trades on the FMX Division, will clarify: the authority of the Control Desk as the Chief Compliance Officer’s Designee; permissible responses to a market disruption or the receipt of an incorrect order status; and liability and for losses procedures for filing claims involving cancellations or price adjustments of FMX Transactions. In addition, the provisions set forth in (e) Transfer Trades were removed, the rules related to transfers are already addressed and more clearly defined in subsection (h) Transfers of FMX Division Contract Positions.

With respect to liability for losses, a provision was added that the Person responsible for an Order that results in a trade price adjustment or a trade bust may be liable for reasonable out-of-pocket losses, but a claimant shall not be entitled to compensation for losses incurred as a result of the claimant’s failure to take reasonable actions to mitigate the loss.

Additionally, the Exchange has also clarified the procedural requirements governing claims for damages arising from trade cancellations or price adjustments. The time to submit a claim after a triggering event was not changed (five business days), but clarifying language was added that untimely claims will be rejected, and eligible claims from a Party will be forwarded by the Exchange to the Party responsible and its Clearing Member, who can act on behalf of the Party, which must admit or deny liability, in whole or part, within 10 business days of receipt of the claim. A failure to respond will be deemed a denial. If liability by the Party responsible is accepted, payment must be made within ten business days unless otherwise agreed to in writing between the parties and provided in writing to the Exchange upon request. If liability is denied, the claimant may pursue arbitration in accordance with Exchange Chapter XV and NFA Member Arbitration Rules.

Lastly, the authority of the Control Desk with the team having unilateral authority to take action in response to market disruptions or an incorrect order status was clarified. When the Exchange Designee (the CCO or the Control Desk) has reason to believe that a market disruption has occurred, they may take such action as deemed necessary and appropriate to promote market integrity and mitigate the disruption including cancelling unfilled FMX Division Contract orders

and/or trades, temporarily restrict trading until the market disruption is resolved or sufficiently abated, or any other actions deemed to be in the best interest of the Exchange and notice of such action(s) will be provided to market participants. The amendments also establish procedures for addressing incorrect or missing order status information on FMX Division contracts. A person who believes they have received an incorrect order status, or who has not received an appropriate status, must notify the Control Desk immediately after the person knew or should have known that the order status information was incorrect or should have been received. In circumstances where there is conflicting information regarding order status between the Control Desk and the Exchange Trading Facilities, a person may only reasonably rely on the information received from the Control Desk.

Rule XI-16, Limitation of Liability

The amendments to Rule XI-16, Limitation of Liability, will clarify the Exchange's discretion to accept liability for certain types of claims involving Exchange Parties and System Malfunctions and to define System Malfunction. The Exchange may, in its sole discretion, accept liability for direct out of pocket losses that it determines are directly and primarily caused by the acts or omissions of Exchange Parties. Additionally, a similar provision that was added to Rule III-10 was also added to Rule XI-16 that a claimant shall not be entitled to compensation for losses incurred as a result of the claimant's failure to take reasonable actions to mitigate the loss.

Chapter XV, Arbitration

The amendments to Chapter XV, Arbitration will clarify arbitration procedures for claims between and amongst market participants and claims against the Exchange. Participants, Direct Access Customers and Responsible Trading Agents must arbitrate all controversies arising in connection with their Exchange business between or among themselves pursuant to NFA's Member Arbitration Rules and arbitrated by the NFA. All claims against the Exchange and/or Exchange Parties shall be arbitrated by the American Arbitration Association ("AAA") and shall follow AAA's Commercial Arbitration Rules. The decision of the relevant arbitrator or panel of arbitrators shall be final and binding upon the parties to the arbitration.

Review of Trades and Claim Filing Procedures

Additionally, attached to this document is Exhibit II, FMX Review of Trades and Claim Filing Procedures. This document provides further information to FMX market participants regarding the procedures for submitting a trade for review, in accordance with Rule III-10(b), and the procedures for the filing and review of claims submitted in accordance with Rule III-10(f) or Rule XV-2, subject to the limitation of liability provisions in Rule XI-16.

Core Principles

FMX has reviewed the core principles for DCMs set forth in Section 5 of the Commodity Exchange Act and in the Commission's Part 38 Regulations thereunder ("Core Principles"), as well as the FMX Rules. Based on its review, FMX has identified the following Core Principles as relevant to its assessment of the amendment to the Rules:

Core Principle 2, Compliance with Rules. Amended Rule III-10 will not adversely affect the Exchange's ability to perform its trade practice and market surveillance obligations. The amendments will improve clarity on the terms and conditions allowed for the potential review of claims for damages arising from trade cancellations or price adjustments. This enhanced Rule provides additional transparency on the liability of losses resulting from price adjustments or trade cancellations and procedures for filing claims. The removal of subsection (e) Transfer Trades eliminates duplicative provisions that address clearing related functions already described in subsection (h) Transfers of FMX Division Contract Positions thereby improving clarity and avoiding inconsistent interpretation of the Exchange's responsibilities.

Core Principle 4, Prevention of Market Disruption: Amended Rule III-10 promotes the prevention of market disruptions by establishing clear, transparent, and orderly procedures for addressing errors, trade cancellations, and price adjustments of FMX Transactions. The changes to the Rule will help ensure that error resolution is conducted in accordance with Exchange procedures and in a manner which minimizes market impact on Participants and supports a fair and orderly market. Additionally, amendments clarify that the Exchange has empowered the Control Desk to take prompt, unilateral action to mitigate market disrupting events and maintain market integrity. Authorizing Exchange Designees to cancel unfilled orders, restrict trading, or take other appropriate measures helps prevent further market disruptions and promotes market integrity.

Core Principle 7, Availability of General Information. FMX is making information about the Rule amendments available to the Commission, its regulatory services provider, all Participants, Direct Access Customers, Customers, and the public.

Core Principle 12, Protection of Markets and Market Participants. Amended Rule III-10 clearly defines a formal dispute process of order(s) arising from trade cancellations or price adjustments including the review, and ultimate admission of denial of liability by the responsible party which protects market participants that incur losses outside of their control. Clarifying strict timelines and a structured escalation process reduces ambiguity and ensures that claims submitted by market participants are addressed in a consistent and equitable manner following the same process and procedure for all claims. Additionally, amendments clarify the authority of the Control Desk to take prompt, unilateral action to mitigate market disruptions and provide correct order status information ensuring all market participants are treated fairly during periods of operational market disruption. Amended Rule XI-16 is consistent with the requirements of Core Principle 12 by enhancing transparency and fairness by clarifying the circumstances under which the Exchange may accept responsibility for certain losses and by defining key terms such as system malfunction. The additions define a framework for addressing potential losses arising from Exchange system issues, and the Rule changes promote equitable treatment of market participants while preserving the Exchange's ability to administer its Rules in a consistent manner promoting a fair and orderly market.

Core Principle 14, Dispute Resolution. Amended Rule III-10 enhanced the Exchange's dispute resolution framework by establishing clear timelines, documentation requirements, and defined escalation to arbitration. Clear procedural additions were updated to the Rule promote transparency, fairness, and orderly resolution of claims which are consistent with the requirement

of Core Principle 14 to provide an equitable dispute process. Amended Chapter XV related to arbitration of claims are consistent with Core Principle 14, as they provide for a fair and transparent dispute resolution process and provides for filing claims between or among Participants, Direct Access Customers, and/or Responsible Trading Agents and against the Exchange and/or Exchange Parties. The changes to the Rule articulate the availability and scope of arbitration, either conducted by the NFA or AAA, thereby ensuring that market participants have access to information on availability of arbitrating a claim and access to an appropriate claim form.

Chapter XIV of the FMX Rules also provides for the Exchange's Chief Compliance Officer to conduct investigations of Clearing Members and Participants and to bring disciplinary measures against such parties for violation of its Rules.

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

I hereby certify that:

- (1) The rule as attached complies with the Commodity Exchange Act and the Commission's regulations thereunder; and
- (2) Concurrent with this submission, FMX Futures Exchange, L.P. posted on its website, <https://www.fmxfutures.com/rules-notices/exchange-notices/>: (a) a notice of pending certification of this rule submission with the Commission; and (b) a copy of this submission.

Rhianna Ross

By: Rhianna Ross
Title: Chief Compliance Officer
Date: April 8, 2026

PART A RULES OF THE FMX DIVISION

Scope: The Rules of the Exchange (“the Rules”) in Part A apply to trading of Contracts (as defined below) on the FMX Division of FMX Futures Exchange, L.P. (the “Exchange”).

**CHAPTER I
FMX TRADING STANDARDS**

III-1 Defined Terms

[AAA](#)

The term “AAA” means the American Arbitration Association.

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III-10 Errors, Trade Cancellation and Price Adjustments, and Transfers -on the FMX Division

(a) Trade Cancellation Authority

The Exchange’s trade cancellation policy authorizes the Board, through its designee the Chief Compliance Officer (or the Chief Compliance Officer’s delegate, the Control Desk) (the “Designee”), to adjust trade prices or cancel (bust) FMX Division Contract trades when such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the Exchange Trading System or by system defects. Notwithstanding any other provision of this Rule III-10, the Designee may adjust trade prices or cancel any trade if the Designee determines that allowing the trade to stand as executed may have a material, adverse effect on the integrity of the market, provided, however, that any such determination by the Designee (if other than the Chief Compliance Officer) will be subject to review by the Chief Compliance Officer if the Designee determines such review to be necessary or appropriate. Subject to the immediately preceding sentence, the decision of the Designee shall be final.

(b) Review of Trades

The Designee may review a trade based on its analysis of market conditions or a request for review by a user of the Exchange Trading System. A request for review must be made to the Control Desk within eight (8) minutes of the execution of the trade. The Designee shall promptly determine whether the trade will be subject to review, and upon deciding to review a trade, the Designee will promptly issue an alert to all FMX Participants, Responsible Trading Agents and Direct Access Customers on the Exchange Trading System indicating that the trade is under review.

In the case of Contracts determined by the Designee to be illiquid, the Designee may initiate a review up to one hour after the execution of the trade, and has the authority, but not the obligation, to review trades reported any time before the start of the next Trading Day even if that is more than one (1) hour following execution if the Designee determines that the trade price was significantly out of line with fair value.

In the course of its review of any trade, the Designee may, but is not obligated to, inform any of the parties to the trade of the identity and contact information of any other party to the trade.

(c) Trade Price Adjustment and Cancellation Process

The Designee will first determine whether the trade price is within the No Bust Range for the Contract. During fast market conditions, upon the release of significant news, or in other circumstances in which the Designee determines it is appropriate, the Designee may, without prior notice, temporarily increase the published No Bust Range, up to an amount that is double the published range. Such temporary action will be notified to the CFTC in accordance with CFTC Regulation 40.6(a)(6)(ii).

In applying the No Bust Range, the Designee shall determine the market price for that Contract immediately before the trade under review (the "Market Price"). The Designee may consider any relevant information, including the existing market conditions, the volatility of the market, the prices of similar instruments in other markets, the last trade price on the Exchange Trading System, a better bid or offer price, a more recent price in a different Contract month, the price of the same or related Contract established in open outcry trading and any other factors that the Designee deems relevant.

(i) Trade Price Inside the No Bust Range

If the Designee determines that the price of the trade was inside the No Bust Range, the Designee will promptly issue an alert to all Participants, Responsible Trading Agents and Direct Access Customers on the Exchange Trading System indicating that the trade shall stand.

(ii) Trade Price Outside the No Bust Range

If the Designee determines that a trade price is outside the applicable No Bust Range, the trade price shall be adjusted to a price agreed upon in a reasonable time by a Person not responsible for an Order that results in a trade price adjustment that is within the No Bust Range. In the absence of such agreement, the trade price shall be adjusted to a price that equals the Market Price for that Contract at the time of the questioned trade plus or minus the standard or adjusted No Bust Range; provided, however, that in the event that such adjusted price would be outside the trading range of the day at the time of the questioned trade, such adjustment shall be limited to the trading range as applicable. In the event there are multiple parties, prices and/or Contracts involved in the Transactions at issue, the Designee has the

authority, but not the obligation, to bust rather than price adjust such Transactions. The Designee will promptly issue an alert to all Participants, Responsible Trading Agents and Direct Access Customers on the Exchange Trading System indicating that the prices of the trades outside the No Bust Range have been adjusted to the No Bust Range limit or have been busted.

~~(iii) — Liability for Losses Resulting from a Price Adjustment or Trade Bust.~~

~~(A) — Price Adjusted Trades~~

~~A Person responsible for an Order that results in a trade price adjustment shall generally not be liable for losses incurred by Persons whose trade prices were adjusted.~~

~~Busted Trades~~

~~A Person responsible for an Order that results in a trade bust may be liable for the reasonable out of pocket losses incurred by Persons whose trades were busted or Persons whose Conditional Orders were executed and not busted. Issues of liability in such cases will be determined based upon all relevant facts and circumstances, including the conduct of the respective parties.~~

(d) Trade Cancellation or Offset Procedures

Upon a determination by the Designee that a trade shall be busted or that trade prices shall be adjusted, that decision will be implemented. The busted trade price and any price quotes that have been adjusted will be reflected as cancelled in the Exchange's official record of time and sales.

~~(e) — Transfer Trades~~

~~Positions that result from a trade determined by the Designee to be outside the No Bust Range that cannot be busted because the trade was not reported within eight (8) minutes of the execution of the trade may be transferred between the parties using a transfer trade upon agreement of the parties (a "Transfer Trade"). The Transfer Trade must use the original trade price and quantity. Any party may, but is not required to, include a cash adjustment to another party to the trade. Trades determined by the Designee to be inside the No Bust Range may not be reversed using a Transfer Trade.~~

~~(e) — Arbitration of Disputes Regarding Transfer Trade~~ Trade Cancellations and Price Adjustments

(i) — Liability for Losses Resulting from a Price Adjustment or Trade Bust.

The Exchange shall not have any liability whatsoever for losses resulting from price adjustments or trade cancellations by the Control Desk under this Rule.

A Person responsible for an Order that results in a trade price adjustment or trade bust may be liable for the reasonable out-of-pocket losses incurred by Persons whose trades were busted or Persons whose Conditional Orders were executed and not busted. Issues of liability in such cases will be determined based upon all relevant facts and circumstances, including the conduct of the respective parties.

A claimant shall not be entitled to compensation for losses incurred as a result of the claimant's failure to take reasonable actions to mitigate the loss.

(i)(ii) Submission of Claims and Arbitration

If a Party wishes to file a claim for damages against the party responsible for the order(s) that resulted ~~ing in from~~ a trade cancellation or price adjustment being effected under Rule III-10(c), a claim for such damages ~~a loss~~ pursuant to this section must be submitted to the Exchange on an Exchange-approved Claim Form within five (5) Business Days of the event giving rise to the claim. The Exchange shall reject any claim that is not filed in a timely manner or is not permitted by this section and such decisions shall be final.

Eligible claims shall be forwarded by the Exchange to the party responsible for the order(s) that resulted in a trade cancellation and to the Clearing Member through which the trade was placed. Such party, or the Clearing Member on behalf of the party, shall, within ten (10) business days of receipt of the claim, admit or deny responsibility in whole or in part. Failure to respond to the claim within ten (10) business days shall be considered a denial of liability.

To the extent that liability is accepted, payment shall be made within ten (10) business days of the date of admission of liability. Unless otherwise agreed upon in writing by the parties, failure to make the payment within ten business days shall be considered a denial of liability for purposes of this Rule. A copy of any such written agreement must be provided to the Exchange upon request.

To the extent that liability is denied, the party making the claim may submit the claim to arbitration in accordance with Chapter XV and the NFA Member Arbitration Rules.

(f) Resolution; Voluntary Adjustment of Trade Price or Trade Cancellation

If the Designee determines that the price of a trade is inside the Non-Reviewable Range, no alternative action may be taken under this Rule by the parties to the trade.

With the approval of the Designee, parties to a trade that is price adjusted may instead mutually agree to cancel the trade.

With the approval of the Designee, parties to a trade that is cancelled may instead mutually agree to price adjust the trade to a price consistent with the adjustment provisions of Rule III-10(c).

Parties to a trade that is cancelled or price adjusted may mutually agree to a cash adjustment provided that such adjustments are reported to the Control Desk and the parties maintain a record of the adjustment. A trade that is not cancelled may not be reversed via a prearranged offsetting transaction unless such transactions are permitted and effected in accordance with Rule III-6.~~When a trade outside of the No Bust Range is busted in accordance with this Rule III-10, the parties to the trade may agree voluntarily to reestablish the trade but to adjust its price and make a cash adjustment; provided that, all of the following conditions are met:~~

~~(i) — The Designee approves the adjustment~~

~~(ii) — The quantity of the position being reestablished is the same as the quantity of the trade that was busted.~~

~~(iii) — In the case of a trade below the Market Price, the adjusted price must be the lowest price that traded at or about the time of the trade without being busted. In the case of a trade above the Market Price, the adjusted price must be the highest price that traded at or about the time of the trade without being busted.~~

~~(iv) — The parties to the adjusted trade must report it to the Exchange Trading System using a Transfer Trade not later than the close of business on the Business Day after the trade occurred.~~

(g) ~~Busting Trades After System Malfunction~~Response to Market Disruption or Incorrect Order Status:

~~In the event that the Exchange Trading System malfunctions with live Orders in the queue waiting to be matched, such Orders shall not be matched. When the Exchange re-opens the Exchange Trading System, the Exchange will conduct a Market Open including the Pre-Opening Period.~~

(i) Market disruption

If the Designee has reason to believe that a market disruption has occurred, the Designee is authorized to take unilateral action to protect market integrity and mitigate market disrupting events, as it deems necessary and appropriate, including but not limited to, cancelling unfilled FMX Division Contract orders and/or trades, temporarily restrict trading until the market disruption is resolved or sufficiently abated, or any other actions deemed to be in the best interest of the Exchange. The Exchange will provide notice when such action has been taken. In the event any action taken pursuant to this Rule is in response to an emergency as defined in CFTC Regulation 40.1(h), the CFTC shall be notified of the emergency action in accordance with CFTC Regulations.

(ii) Incorrect Order Status

A person who believes they have received an incorrect order status or does not receive an appropriate status shall immediately notify the Control Desk. In the event that the Control Desk and the Exchange Trading Facilities provide conflicting information relating to an order status, a person may only reasonably rely on the information received from the Control Desk. Additionally, such person shall take any necessary and appropriate market action to mitigate any potential losses arising from the incorrect order status or lack of appropriate order status immediately after the person knew or should have known that the order status information was incorrect or should have been received.

(h) Transfers of FMX Division Contract Positions

- (i) A Clearing Member may transfer a position in the Trading Accounts of its Customers to:
1. correct errors in an existing FMX Division Contract, provided that the original trade documentation confirms the error;
 2. transfer an existing FMX Division Contract position from one Trading Account to another Trading Account owned by the same FMX Participant where no change in ownership is involved, except as provided for in Rule III-10(i)(iii) below;

3. transfer an existing FMX Division Contract position from one Clearing Member to another Clearing Member where no change in ownership occurs; or
4. transfer an existing FMX Division Contract through operation of law from death or bankruptcy.

(ii) Subject to Rule III-10, a Participant may transfer a position on its books to other accounts beneficially owned by such Participant.

(iii) Upon written request, the Exchange may, in its sole discretion, allow the transfer of a position as a result of a merger, asset purchase, consolidation, or similar non-recurring transaction for a Clearing Member that is an organization.

(iv) Transfers of positions pursuant to Rule III-10 must be made at the same prices that appear on the books of the transferring Clearing Member or Participant, as the case may be, or at the most recent settlement price, and the transfer must indicate the date when the original trade was made. Each Clearing Member or FMX Participant that is a party to a transfer of positions must make and retain records stating the nature of the transaction and the name of the counterparty Clearing Member or FMX Participant, as the case may be. Each Clearing Member that is a party to a transfer of positions must adhere to the Rules of LCH Limited related to transfers of positions and must provide any information required by LCH Limited related to such transfer. The Clearing Member(s) involved shall maintain a full and complete record of all transactions together with all pertinent memoranda related to such transfer, and such information shall be provided to the Exchange and LCH Limited in a form and manner acceptable to the Exchange upon request.

(v) Transfers of existing physically-delivered FMX Division Contracts that are subject to spot month position limits from one account to another where no change in ownership is involved, during the time that spot month position limits are in effect, are not permitted for purposes of offset, except to correct a bona fide clerical or operational error on the day that the error is identified and provided that the quantity of the offset does not represent more than two percent (2%) of the reported open interest in the affected Futures Contract month. The following represent permissible exceptions to this paragraph:

1. Trades may be transferred for the purposes of offset if the trade date of the position being transferred is the same as the transfer date;
2. Where the Chief Compliance Officer or their designee determines, in their respective sole discretion, subject to the consent of designated LCH Limited staff or their designee, that permitting a position offset via transfer, netting, or position adjustment in excess of two (2) percent of the reported open interest will not adversely impact either the affected market or any Persons holding open positions in the affected market.

(vi) Subject to the limitations in Rule III-10(i)(v) and the Rules of LCH Limited, the Chief Compliance Officer or their designee may, with the consent of designated LCH Limited staff or their designee and the Clearing Member(s) involved, approve a written request for the transfer and/or offset of existing trades if, in the Chief Compliance Officer or their designee's opinion, the situation so requires and such transfer is in the best interests of the Exchange, including, but not limited to, situations that necessitate the remedying of an error resulting from the good faith acts or omissions by a party via transfer as a means of avoiding a market disruption. Any request for approval of a transfer pursuant to this paragraph requires the Clearing Member(s) to fully document the circumstances of the error and provide that documentation to the Exchange and LCH Limited. Notwithstanding the foregoing, a Clearing Member is not relieved of its responsibility under the Rules for circumstances leading to such transfer and/or offset and the parties involved in the transfer remain responsible for any violation of the Rules of the Exchange.

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PART B GENERAL RULES OF THE EXCHANGE

Scope: The rules in Part B shall apply to the Exchange and to trading on the Exchange generally.

**CHAPTER XI
General Trading Provisions**

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XI-16 Limitation of Liability

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

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

THE EXCHANGE PARTIES AND ANY CONTRACTORS, SUBCONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE PARTIES EXPRESSLY DISCLAIM ANY AND ALL, AND MAKE NO EXPRESS OR IMPLIED,

WARRANTIES OR REPRESENTATIONS RELATING TO THE TRADING FACILITIES OR CONNECTIVITY OR SYSTEMS OR SERVICES USED TO SUPPORT THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OF TITLE, WARRANTIES RELATING TO THE USE OR RESULT OF THE USE OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING WITH RESPECT TO ACCURACY, TIMELINESS, CORRECTNESS, QUALITY, COMPLETENESS, RELIABILITY, PERFORMANCE, OR CONTINUED AVAILABILITY OR OTHERWISE. NEITHER THE EXCHANGE PARTIES, ANY CONTRACTORS, SUB-CONTRACTORS, OR VENDORS PROVIDING SYSTEMS OR SERVICES TO THE EXCHANGE PARTIES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, TO PARTICIPANT PARTIES OR TO ANY PERSONS, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, FAILURE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE TRADING FACILITIES OR CONNECTIVITY OR FOR ANY DELAYS OR OMISSIONS OF THE TRADING FACILITIES OR CONNECTIVITY, INCLUDING FOR ANY FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN ACCESS TO TRADING FACILITIES, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN THE EXCHANGE PARTIES AND PARTICIPANT PARTIES OR FOR ANY DELAYS, OMISSIONS OR INTERRUPTIONS IN THE TRADING FACILITIES OR CONNECTIVITY, OR FOR THE CREDITWORTHINESS OF ANY OF THE PARTICIPANT PARTIES. THE TRADING FACILITIES AND CONNECTIVITY ARE BEING PROVIDED ON AN “AS IS” BASIS AT THE SOLE RISK OF THE PARTICIPANT PARTIES AND ANY PERSON ASSOCIATED WITH THE PARTICIPANT PARTIES.

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

NOTWITHSTANDING THE FOREGOING, THE EXCHANGE MAY, IN ITS SOLE DISCRETION, ACCEPT LIABILITY FOR DIRECT, OUT-OF-POCKET LOSSES THAT IT DETERMINES ARE DIRECTLY AND PRIMARILY CAUSED BY THE ACTS OR OMISSIONS OF EXCHANGE PARTIES. A CLAIMANT SHALL NOT BE ENTITLED TO COMPENSATION FOR LOSSES INCURRED AS A RESULT OF THE CLAIMANT'S FAILURE TO TAKE REASONABLE ACTIONS TO MITIGATE THE LOSS

ANY LIABILITY OF THE EXCHANGE PARTIES WILL BE LIMITED TO DIRECT, OUT-OF-POCKET LOSSES DIRECTLY AND PRIMARILY CAUSED BY THE ACTS OR OMISSIONS OF THE EXCHANGE PARTIES; PROVIDED, HOWEVER, THAT THE TOTAL COMBINED AGGREGATE LIABILITY OF THE EXCHANGE PARTIES SHALL NOT

EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) FOR ANY AND ALL LOSSES SUFFERED FROM ALL CAUSES DURING A SINGLE CALENDAR MONTH, PROVIDED, FURTHER, IF THE ALLOWED CLAIMS IN A SINGLE CALENDAR MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE MONTHLY LIABILITY LIMITATION SET FORTH IN THIS PARAGRAPH, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF SUCH MONTHLY LIMITATION.

ANY DISPUTE ARISING OUT OF OR RELATED TO THE USE OF OR ACCESS TO THE TRADING FACILITIES OR CONNECTIVITY IN WHICH ANY OF THE EXCHANGE PARTIES IS A PARTY SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. ~~ANY ACTIONS, SUITS OR PROCEEDINGS DISPUTES AGAINST IN WHICH ANY OF THE EXCHANGE PARTIES IS A PARTY~~ MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THEY FIRST ARISE, AND ~~ANY SUCH ACTION, SUIT OR PROCEEDING~~ DISPUTES ~~MUST BE BROUGHT IN ANY FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.~~ ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH IN CHAPTER XV OF THE RULES OF THE EXCHANGE. ANY ACTION SEEKING TO VACATE OR AFFIRM AN ARBITRAL AWARD ISSUED PURSUANT TO THE RULES OF THE EXCHANGE MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

IF ANY OF THE PARTICIPANT PARTIES FAILS TO PREVAIL IN ANY ACTION, LAWSUIT OR OTHER LEGAL PROCEEDING INSTITUTED BY SUCH PERSON AGAINST ANY OF THE EXCHANGE PARTIES, AND RELATED TO THE BUSINESS OF THE EXCHANGE, THEN SUCH PARTICIPANT PARTY WILL PAY TO THE APPLICABLE EXCHANGE PARTY ALL REASONABLE EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE EXCHANGE PARTIES IN CONNECTION WITH SUCH PROCEEDING TO THE EXTENT THAT SUCH EXPENSES EXCEED FIFTY THOUSAND DOLLARS (US\$50,000.00). THIS PROVISION WILL NOT APPLY TO DISCIPLINARY ACTIONS BY THE EXCHANGE, ADMINISTRATIVE APPEALS OF EXCHANGE ACTIONS OR IN ANY SPECIFIC INSTANCE WHERE THE BOARD OF DIRECTORS HAS GRANTED A WAIVER OF THIS PROVISION.

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

NOTWITHSTANDING THE FOREGOING, THE EXCHANGE MAY, IN ITS SOLE DISCRETION, ACCEPT LIABILITY FOR DIRECT, OUT-OF-POCKET LOSSES IT DETERMINES ARE DIRECTLY AND PRIMARILY CAUSED BY SYSTEM MALFUNCTIONS. A CLAIMANT SHALL NOT BE ENTITLED TO COMPENSATION FOR LOSSES INCURRED AS A RESULT OF THE CLAIMANT'S FAILURE TO TAKE REASONABLE ACTIONS TO MITIGATE THE LOSS. IN THE CONTEXT OF THIS RULE

XI-16. A SYSTEM MALFUNCTION, REFERS TO A LIMITED SET OF CIRCUMSTANCES, IN WHICH AN ORDER OR TRANSACTION (I) WAS NOT AUTHORIZED BY A PERSON BUT WAS CAUSED BY A FAILURE, MALFUNCTION, OR NEGLIGENT OPERATION OF THE EXCHANGE TRADING FACILITIES; OR (II) WHOSE TERMS (E.G. CONTRACT, CONTRACT MONTH, QUANTITY, PRICE, OR DIRECTION) WERE CHANGED WITHOUT AUTHORIZATION OF THE PERSON PLACING THE ORDER SOLELY AS A RESULT OF FAILURE, MALFUNCTION, OR NEGLIGENT OPERATION THE EXCHANGE TRADING FACILITIES. A CLAIMANT SHALL NOT BE ENTITLED TO COMPENSATION FOR LOSSES INCURRED AS A RESULT OF THE CLAIMANT'S FAILURE TO TAKE REASONABLE ACTIONS TO MITIGATE THE LOSS. IN NO EVENT SHALL THE COLLECTIVE TOTAL AGGREGATE LIABILITY FOR THE EXCHANGE FOR DIRECT, OUT-OF-POCKET NET LOSSES DIRECTLY CAUSED BY SYSTEM MALFUNCTIONS(S) EXCEED \$200,000 IN A SINGLE CALENDAR MONTH. COMPLIANCE WITH THE TERMS OF RULE III-10 IS REQUIRED IN ORDER FOR LOSSES TO BE CONSIDERED BY THE EXCHANGE PURSUANT TO THIS RULE. IF THE AMOUNT OF DIRECT, OUT-OF-POCKET NET LOSSES DIRECTLY CAUSED BY SYSTEM MALFUNCTIONS IN A SINGLE CALENDAR MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE MONTHLY LIABILITY LIMITATION, ALL SUCH LOSSES SHALL BE LIMITED TO A PRO RATA SHARE OF THE MAXIMUM AMOUNT AVAILABLE FOR THAT MONTH. A CLAIM AGAINST THE EXCHANGE ARISING OUT OF ANY SYSTEM MALFUNCTION SHALL BE STRICTLY SUBJECT TO THE RESPECTIVE LIABILITY LIMITS OF THIS RULE.

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**CHAPTER XV
ARBITRATION**

XV-1 General Claims As Between Participants, Direct Access Customers, and/or Responsible Trading Agents

Except as otherwise provided in the Rules of the Exchange, Participants, Direct Access Customers and Responsible Trading Agents must arbitrate all controversies arising in connection with their Exchange business between or among themselves including, without limitation, all claims relating to price adjustments or trade cancellations pursuant to Rule II-10 and in accordance with the specific requirements set forth in Rules II-10 and XV-4.

Notwithstanding the foregoing, this Rule XV-1 does not require arbitration of claims alleging employment discrimination (including sexual harassment) in violation of Applicable Law.

XV-2 Claims Against the Exchange and/or Exchange Parties

Subject to the limitations of liability and other provisions set forth in Rule XI-16, all claims against the Exchange and/or Exchange Parties arising out of or relating to the following matters shall be arbitrated in accordance with the specific requirements of this Rule XV-2:

1. receipt of an incorrect order status or the failure to have received an appropriate order status (subject to the requirements of Rule III-10);
2. the acts or omissions of Exchange Parties; or
3. System Malfunctions, as defined in Rule XI-16.

For the avoidance of doubt, nothing in this Rule shall be construed to create a claim against the Exchange, to limit any defenses available to the Exchange, or to obviate, diminish or otherwise modify any limitation of Exchange liability imposed by any other Rule.

Provided that a claimant has complied with all prefiling requirements contained in this Rule XV-2, all claims against the Exchange and/or Exchange Parties shall be subject to mandatory arbitration pursuant to AAA's Commercial Arbitration Rules.

Prior to filing a demand for arbitration with AAA, a claimant must file with the Exchange, an Exchange-approved claim form within ten (10) business days of the date of the incident that caused the loss. The Exchange shall have thirty (30) business days to admit or deny the claim in whole or in part.

If the Exchange denies the claim in whole or in part, a claimant wishing to pursue the claim shall, within ten (10) business days of such denial, file with AAA a written demand for arbitration in a

form and manner compliant with the AAA Commercial Arbitration Rules and provide a copy of such written demand to the Exchange.

XV-~~32~~ Forum

NFA will conduct any and all arbitrations of a type described in Rule XV-1.

AAA will conduct any and all arbitrations of the type described in Rule XV-2.

XV-~~43~~ Applicable Arbitration Rules

Any and all arbitrations of a type described in Rule XV-1 above will be conducted pursuant to NFA's Member Arbitration Rules.

Any and all arbitrations of a type described in Rule XV-2 above will be conducted pursuant to AAA's Commercial Arbitration Rules.

In either case, the decision of the relevant arbitrator or panel of arbitrators shall be final and binding upon the parties to the arbitration.

XV-~~54~~ Penalties

(a) Any failure on the part of any Participant or Responsible Trading Agents to arbitrate a case subject to arbitration, or the commencement by any such Person of a suit in any court prior to arbitrating a case subject to arbitration, violates the Rules of the Exchange and subjects such Participant or Responsible Trading Agent to disciplinary proceedings pursuant to Chapter XIV.

(b) The Exchange may summarily suspend, pursuant to Chapter XIV, a Participant or Responsible Trading Agent that fails to satisfy an arbitration award rendered in any arbitration pursuant to this Chapter XV

FMX Futures Exchange, L.P. Review of Trades & Claim Filing Procedures

Procedures for Requesting Review of Trades

FMX Futures Exchange, L.P. (“FMX” or “Exchange”), through FMX Rule III-10 is authorized to adjust trade prices or cancel (bust) FMX Division Contract trades when such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the Exchange Trading System or by system defects. FMX Futures Exchange (“FMX”) Participants, Direct Access Customers, and Customers (referred to collectively herein as “market participants”) seeking a Trade Review Request pursuant to FMX Rule III-10 and must provide certain information to the FMX Control Desk detailed below.

In order to invoke the review of a trade under Rule III-10, market participants must (1) notify the exchange either via telephone at +1(212)-829-5229 or via email at controldesk@fmx.com (and 2) complete and submit the below Trade Review Request information electronically to controldesk@fmx.com, within the eight (8) minutes following the execution time of the trade.

Trade Review Request Information

The market participant requesting review of a trade on the FMX Division should include the following information by electronic mail to the FMX Control Desk:

Firm Name:		User ID(s):	
Clearing Member:		Contact Name:	
Execution Time (ET):		Contact Phone Number:	
Date:		Contact Email:	
Trade Size:		Indicate if adjustment is preferred over bust (or vice versa):	
Price:		Additional Notes/Supporting Documentation (please attach):	

Procedures for Filing and Review Claims

This section provides an overview of the procedures for filing and review of an FMX Trade Cancellation/Price Adjustment Claim or a Liability/System Malfunction Claim (“Claim”), as well as links to relevant FMX Rules.

For information on the potential liability of an a market participant related to trade cancellations and price adjustments, and arbitration procedures, please refer to Exchange Rule III-10 (Errors, Trade Cancellation and Price Adjustments on the FMX Division), and Chapter XV (Arbitration) available on the [FMX Division Site](#). For more information on the non-reviewable ranges, please refer to Exchange Rule III-10 (Errors, Trade Cancellation and Price Adjustments on the FMX Division) available on the [FMX Division Site](#). For information on the potential liability of the Exchange and arbitration, please refer to Exchange Rule XI-16 (Limitation of Liability) and Chapter XV (Arbitration) available on the [FMX Division Site](#).

1. Trade Cancellation/Price Adjustment Claim

Exchange Rule III-10(f) provides that provides that a Person responsible for an Order that results in a trade price adjustment or trade bust (cancellation) may be liable for the reasonable out-of-pocket losses incurred by Persons whose trades were busted or Persons whose Conditional Orders were executed and not busted. Issues of liability in such cases will be determined based upon all relevant facts and circumstances, including the conduct of the respective parties.

Exchange Rule III-10(f) further provides that a Party who wishes to file a Claim for damages resulting from a trade cancellation or price adjustment effected under Rule III-10(c), must submit the Claim for loss to the Exchange on an Exchange-approved Claim Form within five (5) Business Days of the event giving rise to the Claim. The Exchange shall reject any Claim that is not filed in a timely manner or is not permitted by the Rules, and such decisions shall be final.

All Claims for losses resulting from price adjustments or trade cancellations will be examined by the FMX Claims Review team. To file a Claim, an individual or firm (“Claimant”) must complete a Claim Form, attached to this document. Claims for losses under this section must be filed with the FMX Claims Review Team at FuturesClaims@fmx.com within five (5) business days of the event giving rise to the Claim. Failure to file a Claim Form correctly and in a timely manner will result in the Claim’s denial.

On the Claim Form, a Claimant must clearly, and in detail, indicate the facts upon which the Claim is based. Additionally, Claimants must provide evidence of loss, including, among other things, profit and loss statements and any other relevant supporting documents. The Exchange will review submitted Claims and may request additional information as needed to Review the Claim Forms and assess the circumstances.

Eligible Claims shall be forwarded by the Exchange to the party responsible for the order(s) that resulted in a trade cancellation or a price adjustment and to the Clearing Member through which the trade was placed. Such party, or the Clearing Member on behalf of the party,

shall, within ten (10) business days of receipt of the Claim, admit or deny responsibility in whole or in part. Failure to respond to the Claim within ten (10) business days shall be considered a denial of liability.

To the extent that liability is admitted, payment shall be made within ten (10) business days from the date liability is admitted. Unless otherwise agreed upon in writing by the parties, failure to make the payment within ten business days shall be considered a denial of liability for purposes of this Rule. A copy of any such written agreement must be provided to the Exchange.

To the extent that liability is denied, the party making the Claim may submit the Claim to arbitration in accordance with Chapter XV. The party must notify NFA in accordance with the NFA Member Arbitration Rules.

2. System Malfunction Claim

Exchange Rule XI-16 (Limitation of Liability) provides that each Exchange may, in its sole discretion and subject to maximum limitation of liability caps set forth in such Rule, accept liability for out-of-pocket losses the Exchange determines are directly and primarily caused by the acts or omissions of the Exchange Parties or by System Malfunctions as defined in Rule XI-16.

Exchange Rule XV-2 requires that prior to filing a claim in arbitration against the Exchange and/or Exchange parties, “a claimant must file with the Exchange, an Exchange-approved claim form within ten (10) business days of the date of the incident that caused the loss. The Exchange shall have thirty (30) business days to admit or deny the claim in whole or in part.”

To file a Claim for damages, a Claimant must complete the attached and file it with FMX Claims Review team at FuturesClaims@fmx.com within ten (10) business days after a Claimant knows or should have known that a loss was incurred. Failure to file a Claim Form correctly and in a timely manner will result in the Claim’s denial.

On the Claim Form, a Claimant must clearly, and in detail, indicate the facts upon which the Claim is based. Additionally, Claimants must provide evidence of damages, including, among other things, profit and loss statements and any other relevant supporting documents. The Exchange will review submitted Claims and may request additional information as needed to Review the Claim Forms and assess the circumstances.

All Claims for damages under the liability rules will be examined by the FMX Claims Review Team. The Exchange shall have thirty (30) Business Days to admit or deny the Claim in whole or in part.

Should the Claims Review Team determine a payment will be made, the Claimant must sign a release in a form acceptable to the Exchange waiving any and all Claims or potential Claims against the Exchange before any payment will be made.

If the Exchange denies the Claim in whole or in part, the Claimant may, within ten (10) business days of such denial, submit its Claim to binding arbitration before the American Arbitration



Association (AAA), in accordance with Chapter XV of the Rules of the Exchange and AAA's Commercial Arbitration Rules. A copy of the demand for arbitration shall simultaneously be provided to the Exchange at FMXClaims@fmx.com.

FMX Claim Form

The attached Claim Form should be filed by a Claimant seeking to file a Claim in accordance with Rule III-10 (Trade Cancellation/Price Adjustment Claims) or Rule XI-16 (System Malfunction Claims). The Claimant must check one (1) box below indicating the nature of the Claim

Please be as complete as possible when completing the Claim Form and attach additional sheets as necessary. Completed Claim Forms should be forwarded, along with all supporting documentation, to FuturesClaims@fmx.com:

FMX CLAIM FORM

CHECK ONLY ONE: **Trade Cancellation/Price Adjustment Claim**
 System Malfunction Claim

Claimant Name:

Clearing Member:

Claim Filing Date:

Claimant Address:

City, State, Zip Code:

Country (Only if not USA):

Phone (include area code):

Fax:

Date of incident:

Time of Incident:

Contract:

Instrument:

When did you discover that a problem existed?

Did you contact the FMX Control Desk? ____ Yes ____ No

If Yes, to whom did you speak?

What was the result?

Did you contact any other Exchange Departments? ____ Yes ____ No

If Yes, which departments and to whom did you speak?

What was the result?

Please describe in detail the events giving rise to your Claim (attach additional sheets if necessary):

What is the amount of your Claim: