

TW SEF LLC

SWAP EXECUTION FACILITY

RULES

THESE RULES ARE BINDING ON ANY PERSON OR ENTITY THAT MAKES USE OF
TW SEF LLC'S SWAP EXECUTION FACILITY.

~~Confidential Treatment Requested by TW SEF LLC~~

TABLE OF CONTENTS

CHAPTER 1. DEFINITIONS; INTERPRETATION; AMENDMENTS 5

101. Defined Terms..... 5

102. Rules of Interpretation..... 12

103. Effect of Titles..... 13

104. Amendment of Rules..... 13

105. Security-Based Swaps 13

CHAPTER 2. GOVERNANCE 14

201. Board of Managers..... 14

202. Standing Committees..... 14

203. Nominating Committee..... 14

204. Participation Committee 15

205. Regulatory Oversight Committee 15

206. Swap Review Committee 16

207. Reporting to the CFTC 16

208. Additional Committees and Panels 17

209. Public Director Qualifications 17

210. Eligibility 17

211. Officers 18

212. Chief Compliance Officer 18

213. Confidentiality..... 19

214. Conflicts of Interest 19

215. Maintenance of Books and Records by the Company..... 22

CHAPTER 3. TRADING PRIVILEGES AND PARTICIPANTS..... 23

301. Jurisdiction 23

302. Trading Privileges..... 23

303. Participant Eligibility and Access to SEF 24

304. Reserved 25

305. Authorized Users and Supervised Persons 25

306. Credit Arrangements Required 26

307. Dues, Assessments and Fees 26

308. Continuing Application of Rules and Jurisdiction 26

309. Recording Communications 27

310. Notices to Participants 27

311. Communications Between the Company and Participants..... 27

312. Withdrawal of Participant 27

313.	Financial or Other Incentive Programs	28
CHAPTER 4. TRADING STANDARDS		29
401.	Swaps Traded on the SEF	29
402.	Business Days and Trading Hours.....	29
403.	Price Dissemination and Publication of Trading Information	29
404.	Execution of Swap Transactions.....	29
404.A.	Order Book (Minimum Functionality).....	29
404.B.	RFQ.....	29
404.C.	Required Transactions.....	30
404.D.	Pre-Execution Credit Check.....	30
404.E.	Procedures Relating to Transactions in Swaps.....	30
405.	Modification or Cancellation of Orders by Participants	30
406.	Information Regarding Orders.....	30
407.	Trade Cancellations and Price Adjustments by the Company.....	31
408.	Position Limits	31
409.	Position Accountability	32
410.	Aggregation of Positions	32
411.	Block Trades	33
412.	Emergencies	34
413.	Limitation of Liability	36
414.	Requirements for Persons Submitting Orders or RFQs.....	38
415.	User IDs	39
416.	Designated Contact.....	39
417.	Message Traffic.....	40
CHAPTER 5. OBLIGATIONS OF PARTICIPANTS		41
501.	Duties and Responsibilities of Participants	41
502.	Required Notices.....	41
503.	Books and Records; Cooperation in Proceedings	42
504.	System Security	43
505.	Front-End User Interface; Audit Trail	43
506.	Financial Requirements	43
507.	Restrictions on Activity	44
CHAPTER 6. BUSINESS CONDUCT		45
601.	Rule Violations	45
602.	Just and Equitable Principles of Trade	45
603.	Fraudulent Acts	45

604.	Fictitious or Non-Competitive Transactions Prohibited	45
605.	Market Disruption Prohibited.....	45
606.	Market Manipulation Prohibited.....	45
607.	Disruptive Trading Practices Prohibited.....	45
608.	Prohibition of Misstatements	45
609.	Acts Detrimental.....	46
610.	Supervision.....	46
611.	Disclosing Orders, RFQs	46
612.	Front-Running Prohibited.....	46
613.	Wash Sales Prohibited.....	46
614.	“Moneypassing,” Pre-Arranged, Pre-Negotiated and Noncompetitive Transactions Prohibited.....	46
615.	Recordkeeping	46
616.	Reporting Counterparty.....	47
CHAPTER 7. DISCIPLINE AND ENFORCEMENT		48
701.	General.....	48
702.	Inquiries and Investigation	48
703.	Reports of Investigations.....	49
704.	Opportunity to Respond	50
705.	Review of Investigation Reports.....	50
706.	Notice of Charges	50
707.	Answer to Notice of Charges	51
708.	Service of Notice of Charges	52
709.	Settlements	52
710.	Disciplinary Panels.....	53
711.	Convening Hearings of Disciplinary Proceedings.....	53
712.	Respondent Review of Evidence	54
713.	Conducting Hearings of Disciplinary Panels.....	55
714.	Decision of Disciplinary Panel.....	56
715.	Sanctions.....	56
716.	Appeal from Disciplinary Panel Decision, Summary Impositions of Fines and Other Summary Actions.....	57
717.	Summary Imposition of Fines.....	59
718.	Summary Suspensions and Other Summary Actions.....	59
719.	Reinstatement after Summary Suspension	60
720.	Rights and Responsibilities after Suspension or Termination	60
721.	Notice of Disciplinary Proceedings.....	61

CHAPTER 8. ARBITRATION	62
801. General.....	62
802. Forum and Arbitration Rules	62
803. Initiating an Arbitration Claim	62
804. Claims Relating to Trade Cancellations or Price Adjustments	62
805. Penalties.....	62
CHAPTER 9. SWAPS	63
901. Swap Specifications	63
902. Swap Modifications	63
903. Settlement of Uncleared Swaps.....	63
CHAPTER 10. CLEARING	64
1001. Rules of the Derivatives Clearing Organization	64
1002. Clearing Services	64
1003. Pre-Trade Credit Check Clearing Arrangements	Error! Bookmark not defined.
1004. Swaps Not Accepted for Clearing	Error! Bookmark not defined.
CHAPTER 11. MISCELLANEOUS	66
1101. Legal Certainty	66
1102. Trading by Company Officials Prohibited; Misuse of Material, Non-Public Information	66
1103. Gifts and Gratuities	66
1104. Market Data.....	67
1105. Recording of Communications.....	68
1106. Confidentiality.....	68
1107. Information-Sharing Agreements	68
1108. Regulatory Services Agreement	69
1109. Force Majeure	69
1110. Extension or Waiver of Rules.....	69
1111. Effect of Amendment, Repeal or New Rule	69
1112. Signatures	69
1113. Governing Law; Legal Proceedings	70

Chapter 1. DEFINITIONS; INTERPRETATION; AMENDMENTS

101. Defined Terms

Unless otherwise specified in these Rules or unless the context otherwise requires, the terms defined below in this Rule 101 shall for all purposes of these Rules have the meanings specified herein.

Account Manager

An "Account Manager" is a Person, other than an individual, that meets the criteria set forth in CFTC Rule ~~43.6(h)~~[\(61.35\(b\)\(5\)\(i\)\)](#).

Affiliate

An "Affiliate" of, or a Person "Affiliated" with, another Person means a Person who, directly or indirectly, Controls, is Controlled by, or is under common Control with, such other Person.

API

The term "API" means application programming interface.

Appeals Panel

The term "Appeals Panel" means a panel appointed by the Chief Compliance Officer pursuant to Rule 716(g).

Applicable Law

The term "Applicable Law" means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental authority, Derivatives Clearing Organization or self-regulatory organization applicable to such Person, including without limitation the CEA, the Exchange Act and CFTC Regulations.

Authorized User

The term "Authorized User" means [\(i\) any natural person who is an agent or employee of a Participant authorized by such Participant to access the SEF-, and \(ii\) in the case of a Liquidity Providing Participant that has authorized a computer or system to access the SEF via an API, the natural person such Participant has designated to be responsible for such computer or system's activity on the SEF.](#)

Beneficial Ownership or Beneficially Owned

The term "Beneficial Ownership", or an interest "Beneficially Owned" by any Person, means, with respect to an account, a direct or indirect (through one or more subsidiaries or Affiliates) pecuniary interest in the account (through any Swap, arrangement, understanding, relationship or otherwise).

Block Trade

The term "Block Trade" means a transaction in a Swap effected in accordance with Rule 411.

Board

The term "Board" means the Board of Managers of the Company constituted in accordance with the LLC Agreement, these Rules and Applicable Law.

Business Day

The term “Business Day” means any day on which the Company is open for trading.

Cancel Order

The term “Cancel Order” means an Order that cancels fully or partially an existing Order.

Cancel Replace Order

The term “Cancel Replace Order” means an Order to cancel fully or partially an existing Order and replace it with a new Order for a different quantity or price.

CAO or Chief Administrative Officer

The term “CAO” or “Chief Administrative Officer” ~~or~~ means the individual appointed by the Board from time to time to serve as chief administrative officer of the Company.

CCO or Chief Compliance Officer

The term “CCO” or “Chief Compliance Officer” means the individual appointed by the Board from time to time to oversee compliance matters in accordance with Rule 212.

CEA

The term “CEA” means the Commodity Exchange Act, as amended.

CEO or Chief Executive Officer

The term “CEO” or “Chief Executive Officer” means the individual appointed by the Board from time to time to serve as chief executive officer of the SEF.

CFTC

The term “CFTC” means the Commodity Futures Trading Commission and includes any successor agency or authority.

CFTC Regulation

The term “CFTC Regulation” means any rule, regulation, order or directive and any published interpretation thereof adopted or promulgated from time to time by the CFTC.

Cleared Swap

The term “Cleared Swap” means a Swap that ~~either~~ is required to be cleared by a DCO pursuant to Section 2(h)(2)(D) of the CEA and CFTC Regulation 39.550.2 or is submitted for clearing to a DCO otherwise designated by or on behalf of the parties to ~~the Swap even though such Swap is not required to be cleared~~ submitted to a DCO for clearing.

Clearing Member

The term “Clearing Member” means, with respect to a given Swap, a member of a DCO that is authorized pursuant to the rules of the DCO to clear trades in ~~Swaps as a Participant~~ such Swap for its own account or on behalf of a Participant as may be permitted under these Rules and the rules of such DCO.

Clearing Member Relationship Agreement

The term “Clearing Member Relationship Agreement” shall have the meaning ascribed to it in Rule 1003.

Company

The term “Company” means TW SEF LLC.

Company Official

The term “Company Official” means any Officer of, or individual employed directly by, the Company or any individual rendering similar services to the Company under a Regulatory Services Agreement.

Control

The term “Control,” including the terms “Controlling,” “Controlled by” and “under common Control with,” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a ~~person~~Person, whether through the ownership of securities or otherwise.

DCO or Derivatives Clearing Organization

The term “DCO” or “Derivatives Clearing Organization” has the meaning given that term in Section 1a(15) of the CEA and, as used in these Rules, means any derivatives clearing organization that is registered or exempt from registration as such with the CFTC, that a Participant may designate to provide clearing services for one or more Swaps traded pursuant to these Rules.

Designated Contact

The term “Designated Contact” means an individual, designated by a Participant pursuant to Rule 416, with authority to act on behalf of such Participant, as applicable.

Disciplinary Panel

The term “Disciplinary Panel” means the panel appointed pursuant to Rule 710 to conduct hearings in connection with disciplinary proceedings (other than summary impositions of fines pursuant to Rule 717), to make findings, render decisions, and impose sanctions pursuant to Chapter 7 of the Rules.

Eligible Contract Participant

The term “Eligible Contract Participant” shall have the meaning ascribed to it under Section 1a(18) of the CEA and CFTC Regulations thereunder.

Emergency

The term “Emergency” shall have the meaning ascribed to it in Rule 412(a).

Exchange Act

The term “Exchange Act” means the Securities Exchange Act of 1934, as amended.

Independent Software Vendor or ISV

The term “Independent Software Vendor” or “ISV” means a Person that makes available to Participants a system or platform offering smart order routing, front-end trading applications, an aggregator platform or a combination of the foregoing but that does not provide Participants the ability to effect transactions on such system or platform.

Investigation Report

The term “Investigation Report” shall have the meaning ascribed to it in Rule 703.

LLC Agreement

The term “LLC Agreement” means the Limited Liability Company Agreement of TW SEF LLC, dated as of June 17, 2013, as may be amended, supplemented or otherwise modified from time to time.

Liquidity Providing Participant

The term “Liquidity Providing Participant” means any Participant (A) who meets all access criteria and ~~participant~~ eligibility requirements under the Rules applicable to a Participant on the SEF, (B) ~~(i)~~ is participating on the SEF for the purpose of making markets in Swaps to Liquidity Taking Participants, ~~(ii) regularly provides liquidity in Swaps through all market cycles, and (iii) (C)~~ is a Clearing Member or an Affiliate of a Clearing Member, and (CD) has the technical and commercial capability to (i) provide streaming Orders in the Order Book, (ii) act as an RFQ Recipient, and (iii) perform such other duties or functions as the Company may require or permit.

Liquidity Taking Participant

The term “Liquidity Taking Participant” means any Participant (A) who meets all access criteria and participant eligibility requirements under the Rules applicable to a Participant on the SEF, (B) is not a Liquidity Providing Participant, and (C) that accesses and participates on the SEF as an RFQ Requester, (D) uses the Trade Manager Execution Panel to enter and view Orders in the Order Book, and (E) performs such other duties or functions as the Company may require or permit.

Manager

The term “Manager” means any member of the Board.

Market Data

The term “Market Data” means any and all data and other information contained in, displayed on, generated by or derived from the SEF or transactions in Swaps entered into pursuant to these Rules, including Orders, RFQs, prices and volumes.

Market Data Vendors

The term “Market Data Vendors” means one or more vendors of financial market information which have entered into agreements with the Company to distribute Market Data.

Market Regulation Team

The term “Market Regulation Team” means the CCO and the individuals under the supervision of the CCO who are responsible for enforcing these Rules and conducting investigations of alleged violations of these Rules. As the term is used herein, the Market Regulation Team includes: (i) the Company’s compliance staff dedicated to enforcing these Rules and performing services directly related to the SEF’s compliance with Applicable Law; (ii) employees of other divisions of the Company or its Affiliates who have certain regulatory responsibilities with respect to the SEF; and (iii) the staff of a Regulatory Services Provider providing services to the Company pursuant to a Regulatory Services Agreement.

Message Traffic

The term “Message Traffic” means electronic transmissions of Orders, Order modifications, ~~Order cancellations~~ Cancel Orders, Cancel Replace Orders, RFQs, trade reports and other messages entered into the SEF by a Participant or sent to a Participant by the SEF. Depending on the context, Message Traffic may refer to one-way or two-way transmissions.

Confidential Treatment Requested by TW SEF

NFA

The term “NFA” means the National Futures Association.

Nominating Committee

The term “Nominating Committee” means the committee of the Board constituted pursuant to Rule 203.

Notice to Participants

The term “Notice to Participants” means a communication sent by or on behalf of the Company to all Participants as described in Rule 310.

Officer

The term “Officer” means any officer of the Company.

Order

The term “Order” means an actionable firm bid or offer for a Swap (i) displayed in the Order Book, (ii) transmitted as a response to an RFQ, or (iii) any modification thereof.

Order Book

The term “Order Book” means the portion of the SEF in which Participants in the trading system or platform have the ability to enter multiple bids and offers, observe or receive Orders entered by other Participants, and execute such Orders.

Owner

The term “Owner” means any person or entity holding an ownership interest in the Company or defined as a “Member” in the LLC Agreement.

Participant

The term “Participant” means any Person that has been granted Trading Privileges under these Rules and who may permit Authorized Users to be granted Trading Privileges pursuant to the Rules, ~~and who can and will comply with the Rules.~~ A Participant may not be an ISV or automated trading system.

Participant Documentation

The term “Participant Documentation” means such agreements, addenda or amendments (and any schedules or adopted protocols related thereto) as required from time to time by the Company to be executed by a Participant for such Participant to obtain or maintain Trading Privileges on the SEF.

Participant Data

The term “Participant Data” means any and all data and other information submitted to the SEF by a Participant regarding any and all transactions entered into by such Participant.

Participation Committee

The term “Participation Committee” means the committee of the Board constituted pursuant to Rule 204.

Permitted Transaction

The term “Permitted Transaction” means any transaction not involving a Swap that is required by Section 2(h)(8) of the CEA to be executed on, or pursuant to the rules of, a swap execution facility or a designated contract market.

Person

The term “Person” means any natural person, association, partnership, limited liability company, joint venture, trust or corporation.

Proprietary Information

The term “Proprietary Information” means any transactional, account, or market information of a Participant or Person.

Public Director

The term “Public Director” means a director of the Company with the qualifications set forth in Rule 209.

Regulatory Oversight Committee

The term “Regulatory Oversight Committee” means the committee of the Board constituted in accordance with Rule 205.

Regulatory Services Agreement

The term “Regulatory Services Agreement” means the agreement, if any, pursuant to which the Company delegates certain of its market surveillance and trade practice surveillance functions to a Regulatory Services Provider.

Reporting Counterparty

The term “Reporting Counterparty” means, for purposes of these Rules and Part 45 of CFTC Regulations, the Participant or Authorized User that is designated as such pursuant to Rule 616.

Required Swap Creation Data

The term “Required Swap Creation Data” shall have the meaning ascribed to that term in CFTC Regulation 45.1.

Required Transaction

The term “Required Transaction” means any transaction involving a Swap that is required by Section 2(h)(8) of the CEA to be executed on, or pursuant to the rules of, a swap execution facility or a designated contract market.

Risk-Based Limit

The term “Risk-Based Limit” means any credit, trading or other limit established by a Clearing Member pursuant to CFTC Regulation 1.73(a)(1) or CFTC Regulation 23.609 and in a manner consistent with the terms of the Clearing Member Relationship Agreement.

RFQ

The term “RFQ” means a request for quote sent in accordance with these Rules.

RFQ Recipient

The term “RFQ Recipient” means any Participant who meets all access criteria and eligibility requirements under the Rules applicable to a Participant on the SEF, and may access and participate on the SEF, in accordance with these Rules, in the following manner (i) receive and respond to RFQs, (ii) execute RFQ transactions, and (iii) perform such other duties or functions as the Company may require or permit.

RFQ Requester

The term “RFQ Requester” means any Participant who meets all access criteria and eligibility requirements under the Rules applicable to a Participant, and may access and participate on the SEF, in accordance with these Rules, in the following manner: (i) submit RFQs, (ii) execute RFQ transactions and (iii) perform such other duties or functions as the Company may require or permit.

RSP or Regulatory Services Provider

The term “RSP” or “Regulatory Services Provider” means the organization, if any, which provides regulatory services to the Company pursuant to a Regulatory Services Agreement.

Rule

The term “Rule” means any rule adopted or amended, from time to time, by the Company related to or in respect of the operation of, or business conducted on, the SEF.

SB Swap

The term “SB Swap” means security-based swap as defined in the Exchange Act and SEC Regulations and, as used in these Rules, refers solely to transactions (including Orders) in SB Swaps that are made or to be made on the SEF or pursuant to these Rules.

SDR or Swap Data Repository

The term “SDR” or “Swap Data Repository” means any swap data repository registered with the CFTC to which the Company may select to report, as required by and in accordance with the CEA and CFTC Regulations, the terms of each Swap executed pursuant to these Rules.

SEC

The term “SEC” means the Securities and Exchange Commission and includes any successor agency or authority.

SEC Regulation

The term “SEC Regulation” means any rule, regulation, order or directive and any interpretation thereof adopted from time to time by the SEC.

SEF or Swap Execution Facility

The term “SEF” or “Swap Execution Facility” means the swap execution facility operated by the Company and registered as such with the CFTC.

Standing Committee

The term “Standing Committee” shall mean each of the Nominating Committee, the Participation Committee and the Regulatory Oversight Committee. In the event and to the extent that the Company registers with the SEC as a ~~security-based swap~~ [SB Swap](#) execution facility, the term shall also include the Swap Review Committee.

Supervised Persons

The term "Supervised Persons" means ~~any directors, officers or employees (including any Participant's Authorized Users) of any Participant.~~

Swap

The term "Swap" has the meaning given that term in Section 1a(47) of the CEA and in the CFTC Regulations promulgated thereunder (without regard to any determination by the Secretary of the Treasury pursuant to Section 1b of the CEA) and, as used in these Rules, refers solely to transactions in Swaps (including Orders) that are made or to be made on the SEF or pursuant to these Rules.

Swap Review Committee

The term "Swap Review Committee" means the committee constituted pursuant to Rule 206.

Trade Manager Execution Panel

The term "Trade Manager Execution Panel" means the panel on the SEF platform where Participants may enter, view and execute Orders in the Order Book and engage in RFQ transactions.

Trading Hours

The term "Trading Hours" means, with respect to any Swap, the hours during which the SEF is regularly open for the trading of such Swap.

Trading Privileges

The term "Trading Privileges" means the rights granted to a Participant or its Authorized Users to enter Orders and effect Swap transactions on the SEF.

Uncleared Swap

The term "Uncleared Swap" means a Swap other than a Cleared Swap.

Underlying Instrument

The term "Underlying Instrument" means, with respect to a Swap, the good, right, security, index or other asset or measure which is the subject of that Swap.

User ID

The term "User ID" means a unique identification number assigned by the Company to an Authorized User.

102. Rules of Interpretation

For all purposes of these Rules, except as otherwise expressly provided herein or unless the context otherwise requires:

- (a) the terms defined in these Rules include the plural as well as the singular and *vice versa*;
- (b) words importing gender include all genders;
- (c) any reference to a Chapter, Rule or Appendix refers to a Chapter or Rule of, or Appendix to, these Rules;

- (d) any reference to these Rules refers to these Rules, including all Appendices hereto, and the words herein, hereof, thereto, hereto and hereunder and words of similar import refer to these Rules and their Appendices as a whole and not to any particular Chapter, Rule, Appendix or any other subdivision;
- (e) references to days, months and years refer to calendar days, months and years, respectively;
- (f) all references herein to “including” shall be deemed to be followed by the words “without limitation;” and
- (g) any term used but not defined herein that is defined in the CEA or CFTC Regulations shall have the meaning assigned to it therein.

103. Effect of Titles

The titles of these Rules have been inserted for convenience of reference only and shall not affect the meaning of these Rules.

104. Amendment of Rules

The Board may adopt new Rules and may amend or repeal existing Rules. All such new Rules, amendments or repeals shall become effective on the date specified by the Board or its designee (subject to any required filing with, or approval thereof by, the CFTC).

105. Security-Based Swaps

In the event and to the extent that the Company registers with the SEC as a ~~security-based swap~~SB Swap execution facility, all references in these Rules to:

- (a) “CEA” shall be deemed additionally to include the Exchange Act;
- (b) “CFTC Regulations” shall be deemed additionally to include SEC Regulations;
- (c) “DCO” shall be deemed additionally to include any securities clearing agency registered under the Exchange Act that accepts for clearing one or more SB Swaps transacted on the SEF or pursuant to these Rules;
- (d) “SDR” shall be deemed additionally to include any ~~security-based swap~~SB Swap data repository as defined in the Exchange Act and SEC Regulations that the Company may select to report, as required by and in accordance with the Exchange Act, the terms of SB Swaps executed pursuant to these Rules.
- (e) “SEF” shall be deemed additionally to include the ~~security-based swap~~SB Swap execution facility operated or to be operated by the Company and registered or to be registered with the SEC; and
- (f) “Swap” shall be deemed additionally to include ~~“security-based swap” as defined in the Exchange Act and SEC Regulations~~SB Swap.

Chapter 2. GOVERNANCE

201. Board of Managers

- (a) The business and affairs of the Company shall be managed by the Board in accordance with the LLC Agreement.
- (b) At all times following the appropriate compliance date of the CFTC Regulations applicable to the Company's governance as a SEF, the members of the Board shall include no fewer than the minimum number or percentage of Public Directors¹ required by such CFTC Regulations. Each Public Director shall be elected in accordance with the LLC Agreement, and shall serve for a term of two years from the date of his election (or the remainder of any Public Director term to which he is elected as a replacement) and until his successor is duly appointed, or until his earlier resignation, removal for cause or dismissal pursuant to the LLC Agreement.
- (c) The compensation of Public Directors and other non-executive members of the Board shall not be linked to the business performance of the Company.

202. Standing Committees

- (a) As described in Chapter 2 of these Rules, the Board, if required by CFTC Regulations, shall have at least the three following Standing Committees: the Nominating Committee, the Participation Committee and the Regulatory Oversight Committee. In the event that the Company registers with the SEC as a ~~security-based swap~~SB Swap execution facility, the Swap Review Committee shall also be a Standing Committee.
- (b) Except as otherwise specified by these Rules, the members of Standing Committees shall be appointed in accordance with the LLC Agreement and at all times shall conform to the requirements of Applicable Law. The Board shall designate the chairperson of each Standing Committee.
- (c) Each Standing Committee shall assist in the supervision, management and control of the affairs of the Company within its particular area of responsibility.
- (d) Subject to the authority of the Board and Applicable Law, each Standing Committee shall determine the manner and form in which its proceedings shall be conducted.

203. Nominating Committee

Not later than the compliance date of the CFTC Regulations applicable to the Company's governance as a SEF, the Board shall designate certain of its members to serve as the Nominating Committee which shall: (i) identify individuals qualified to serve on the Board, consistent with the criteria approved by the Board and the composition requirements of Applicable Law; and (ii) administer a process for the nomination of individuals to the Board. At all times following the compliance date of applicable CFTC Regulations, the Nominating Committee shall include no fewer than the minimum number or percentage of Public Directors required by such CFTC Regulations. If required by CFTC Regulations, one of the Public Directors shall serve as the chair of the Nominating Committee.

¹ CFTC regulations refer to Public Directors, but such persons shall be Managers in accordance with the Company's LLC Agreement. References to Public Directors herein shall mean Managers.

204. Participation Committee

- (a) Not later than the compliance date of the CFTC Regulations applicable to the Company's governance as a SEF, the Board shall designate certain of its members to serve as the Participation Committee which shall:
 - (i) determine the standards and requirements for initial and continuing eligibility for being a Participant;
 - (ii) review appeals of initial denials of Participant applications; and
 - (iii) review for approval any new Rules or the amendment or repeal of existing Rules that may result in different categories of Participants receiving disparate access to the SEF.
- (b) At all times following the compliance date of the CFTC Regulations applicable to the Company's governance as a SEF, the Participation Committee shall include no fewer than the minimum number or percentage of Public Directors required by such CFTC Regulations. If required by CFTC Regulations, one of the Public Directors shall serve as the chair of the Participation Committee.
- (c) In reviewing appeals of initial denials of Participant applications, the Participation Committee shall not uphold any denial if the relevant application meets the standards and requirements that the Participation Committee has established.
- (d) The Participation Committee shall not, and shall not permit the Company to, restrict access or impose burdens on access to the SEF in a discriminatory manner, within each category or class of Participants or between similarly situated categories or classes of Participants.

205. Regulatory Oversight Committee

- (a) The Board shall designate certain of its members to serve as the Regulatory Oversight Committee which shall:
 - (i) oversee the Company's regulatory program, including trade practice and market surveillance; audits, examinations, and other regulatory responsibilities with respect to Participants and their Supervised Persons (including ensuring compliance with any financial integrity, financial reporting, sales practice, recordkeeping, and other requirements); and the conduct of investigations;
 - (ii) monitor the Company's regulatory program for sufficiency, effectiveness and independence;
 - (iii) review the size and allocation of the regulatory budget and resources, and the number, hiring and termination, and compensation of regulatory personnel;
 - (iv) review the performance of the Chief Compliance Officer and make recommendations with respect to such performance to the Board;
 - (v) prepare an annual report for the Board and the CFTC describing the Company's self-regulatory program, which sets forth the regulatory program's expenses, describes its staffing and structure, catalogues investigations and disciplinary proceedings taken during the year, and reviews the performance of Disciplinary Panels, Appeals Panels and the CCO;
 - (vi) recommend changes to the Company's regulatory program that would ensure fair, vigorous, and effective regulation;

- (vii) review all regulatory proposals, actions or changes prior to implementation and advise the Board as to whether and how such proposals, actions or changes may affect the Company's regulation and its conduct and governance standards; and
 - (viii) exercise any other functions expressly assigned to it in these Rules.
- (b) Not later than the compliance date of the CFTC Regulations applicable to the Company's governance as a SEF and at all times thereafter, the Regulatory Oversight Committee shall include no fewer than the minimum number or percentage of Public Directors required by such CFTC Regulations. If required by CFTC Regulations, one of the Public Directors shall serve as the chair of the Regulatory Oversight Committee. Each member of the Regulatory Oversight Committee shall serve for a term of two calendar years from the date of his appointment or for the remainder of the term to which he is appointed as a replacement, and until the due appointment of his successor, or until his earlier resignation or removal (as a member of the Regulatory Oversight Committee or as a member of the Board) for cause or dismissal pursuant to the LLC Agreement.

206. Swap Review Committee

- (a) In the event the Company registers with the SEC as a ~~security-based swap~~ SB Swap execution facility, the Board shall designate certain of its members and Supervised Persons of Participants to serve as the Swap Review Committee. In making such appointments, the Board shall provide for the fair representation of Participants and shall endeavor to ensure that no single class of Participant dominates such Committee. In general, the Swap Review Committee shall determine the ~~security-based swaps~~ SB Swaps that the Company will list for trading and the SB Swaps that will be delisted from trading pursuant to criteria established by the Company. More specifically, the Swap Review Committee shall:
- (i) determine, after taking into account all of the terms and conditions of a ~~security-based swap~~ SB Swap and the markets for such swap and any relevant underlying securities, whether such ~~security-based swap~~ SB Swap is readily subject to manipulation prior to the initiation of trading of any SB Swap; and
 - (ii) review on a quarterly basis each SB Swap executed pursuant to these Rules to determine whether the trading characteristics of such SB Swap justify a change to the ~~security-based swap~~ SB Swap execution facility for such SB Swap. In making this determination, the Swap Review Committee shall consider whether (1) the liquidity in each SB Swap is at an appropriate level for the ~~security-based swap~~ SB Swap execution facility and (2) such SB Swap would be more suited for trading on a different type of platform. The results of the foregoing reviews shall be reported promptly to the Chief Compliance Officer and annually to the Regulatory Oversight Committee.
- (b) At all times following the compliance date of applicable SEC Regulations, the Swap Review Committee shall meet the composition requirements prescribed by such SEC Regulations.

207. Reporting to the CFTC

If the Board rejects a recommendation or supersedes an action of the Regulatory Oversight Committee or the Participation Committee, the Company shall submit a written report to the CFTC detailing: (i) the recommendation of or action proposed to be taken by the Regulatory Oversight Committee or the Participation Committee; (ii) the rationale for such recommendation or action; (iii) the rationale of the Board for rejecting such recommendation or superseding such

~~Confidential Treatment Requested by TW SEF~~

action; and (iv) the course of action that the Board decided to take contrary to such recommendation or action.

208. Additional Committees and Panels

- (a) The Board may create such additional committees of the Board as it may deem necessary or advisable.
- (b) In addition to the Standing Committees, the Board may from time to time constitute and appoint, by rule or resolution, special committees of the Board and designate their composition, responsibilities and powers. The provisions regarding Standing Committees in Rule 202 shall apply *mutatis mutandis* to any such special committees.
- (c) The Company may create additional committees or panels of the SEF for such purposes as may from time to time be necessary or advisable. Members of each such committee or panel may be members of the Board, Participants (if individuals) or any of their Supervised Persons or such other individuals as may be qualified to serve on such committee or panel.

209. Public Director Qualifications

To serve as a Public Director of the Board and any of the Standing Committees as and when may be required by applicable CFTC Regulations and Rules 201 through 205 above, an individual must meet the qualifications of a Public Director specified by such CFTC Regulations, the CEA and other Applicable Law in effect for the period of such service.

210. Eligibility

- (a) No Person may serve as a Manager, Officer or member of a Standing Committee, Disciplinary Panel or Appeals Panel if the Person:
 - (i) was found within the past three years by a final decision of a self-regulatory organization, an administrative law judge, a court of competent jurisdiction or the CFTC to have committed a disciplinary offense;
 - (ii) entered into a settlement agreement within the past three years in which any of the findings or, in absence of such findings, any of the acts charged, included a disciplinary offense;
 - (iii) is currently suspended from trading on any contract market, is suspended or expelled from membership with any self-regulatory organization, is serving any sentence of probation or owes any portion of a fine imposed pursuant to either (A) a finding by a final decision of a self-regulatory organization, an administrative law judge, a court of competent jurisdiction or the CFTC that such person committed a disciplinary offense, or (B) a settlement agreement in which any of the findings or, in absence of such findings, any of the acts charged, included a disciplinary offense;
 - (iv) is currently subject to an agreement with the CFTC or any self-regulatory organization not to apply for registration with the CFTC or membership in such self-regulatory organization;
 - (v) is currently subject to or has had imposed on him within the past three years a CFTC registration revocation or suspension in any capacity for any reason, or has been convicted within the past three years of any of the felonies listed in Section 8a(2)(D)(ii) through (iv) of the CEA; or

- (vi) is currently subject to a denial, suspension or disqualification from serving on a disciplinary committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the ~~Securities~~ Exchange Act of 1934.
- (b) Upon the occurrence of an event listed in this Rule 210 with respect to a Manager, Officer or member of a Standing Committee, Disciplinary Panel or Appeals Panel, such Person shall disclose the occurrence of such event to the Chief Compliance Officer or his designee.

211. Officers

The Board shall appoint a Chief Executive Officer, a President, a Chief Administrative Officer, a Chief Compliance Officer and such other officers of the Company as it may deem necessary or appropriate from time to time, in each case for such term and on such other conditions as it sees fit. Any Officer may also be a member, manager, director, officer, partner or employee of the Company or any of its Affiliates.

212. Chief Compliance Officer

- (a) The Board shall designate an individual to serve as the Chief Compliance Officer ("CCO") of the SEF. The CCO shall:
 - (i) report directly to the Chief Executive Officer;
 - (ii) oversee and review the SEF's compliance with the Core Principles set forth in Section 5h of the CEA and Part 37 of the CFTC Regulations;
 - (iii) resolve, in consultation with the Board, the Regulatory Oversight Committee or the Chief Executive Officer, any conflicts of interest that may arise, including:
 - (A) conflicts between business considerations and compliance requirements, including the requirement that the swap execution facility provide fair, open and impartial access in accordance with CFTC Regulation 37.202; and
 - (B) conflicts between the SEF's management and members of the Board;
 - (iv) establish and administer written policies and procedures reasonably designed to prevent violations of the CEA and CFTC Regulations;
 - (v) take reasonable steps to ensure compliance with the CEA and CFTC Regulations;
 - (vi) if applicable, monitor compliance with provisions of the Exchange Act and SEC Regulations thereunder applicable to SB Swap transactions on the SEF;
 - (vii) establish procedures for the remediation of noncompliance issues identified by the CCO through compliance office reviews, look-backs, internal or external audit findings, self-reported errors or validated complaints;
 - (viii) establish and follow appropriate procedures for the handling, management response, remediation, retesting, and closing of noncompliance issues;
 - (ix) establish and administer a compliance manual designed to promote compliance with the applicable laws, rules, and regulations and a written code of ethics

Confidential Treatment Requested by TW SEF

designed to prevent ethical violations and to promote honesty and ethical conduct;

- (x) supervise the SEF's self-regulatory program with respect to trade practice surveillance, market surveillance, real-time market monitoring, compliance with audit trail requirements, enforcement and disciplinary proceedings, audits, examinations, and other regulatory responsibilities with respect to Participants;
 - (xi) supervise the effectiveness and sufficiency of any regulatory services provided to the SEF by the Regulatory Service Provider in accordance with CFTC Regulation 37.204; and
 - (xii) prepare the SEF's annual compliance report in accordance with CFTC Regulation 37.1501.
- (b) No individual disqualified from registration pursuant to Section 8a(2) or 8a(3) of the CEA may serve as CCO.

213. Confidentiality

No member of the Board, any committee established by the Board, or any Disciplinary Panel or Appeals Panel shall use or disclose any material, non-public information obtained in connection with the performance of his official duties for any purpose other than the performance of such official duties.

214. Conflicts of Interest

- (a) *Definitions.* For purposes of this Rule 214, the following definitions shall apply:
- (i) The term "member's affiliated firm" shall mean a firm in which a member of the relevant deliberating body is an employee, [an "associated person," as defined in CFTC Regulation 1.3\(aa\)](#), or a "principal," as defined in CFTC Regulation 3.1(a).
 - (ii) The term "named party in interest" shall mean a Person or entity that is identified by name as a subject of any matter of a Rule enforcement or any disciplinary matter or appeal being considered by the Board, a disciplinary committee or oversight panel.
 - (iii) The term "significant action" shall mean any action taken by the Company, including without limitation a change of any Rule, to address an Emergency.
- (b) *Named Party in Interest Conflict.*
- (i) *Prohibition.* No Officer or member of the Board, Standing Committee, Disciplinary Panel or Appeals Panel shall knowingly participate in deliberations or voting in any matter involving a named party in interest where such person
 - (A) is a named party in interest,
 - (B) is an employer, employee or fellow employee of a named party in interest,
 - (C) has any other significant, ongoing business relationship with a named party in interest, excluding relationships limited to executing Swaps opposite each other or to clearing Swaps through the same Clearing Members,

- (D) has a family relationship with a named party in interest. For purposes of this paragraph (b)(i)(D), the term “family relationship” shall mean with respect to a Person, such Person’s spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law,
 - (E) has a direct and substantial financial interest in the result of the deliberations or vote based upon trades or positions that could reasonably be expected to be affected by such Company Proceeding ~~or~~ Emergency. A direct and substantial financial interest includes (but is not limited to) trades and positions in accounts of, controlled by, or affiliated with the Interested Person that could reasonably be expected to be affected by such deliberations or vote, or
 - (F) has a conflict between the exercise of the authority by the Director, Officer, member of any Committee, Disciplinary Panel Member or Appeal Panel Member concerning such Company Proceeding or Emergency and his or her personal interests due to any other circumstances.
- (ii) *Chief Compliance Officer Recusal.* Where the Chief Compliance Officer’s participation in deliberations or voting would be prohibited pursuant to paragraphs (b)(i) or (c)(i) of this Rule 214, the Chief Compliance Officer shall recuse himself from such deliberation or vote giving rise to the conflict, and the Board shall appoint an individual without such conflict and meeting to the greatest extent practicable the requirements of a Chief Compliance Officer to serve as Chief Compliance Officer for the specific deliberation or vote giving rise to the conflict.
 - (iii) *Disclosure.* Prior to consideration of any matter involving a named party in interest, each member of the deliberating body shall disclose to the Chief Compliance Officer, or his designee, whether such member has or believes that he may have one of the relationships listed in paragraph (b)(i) with a named party in interest.
 - (iv) *Procedure and Determination.* The Chief Compliance Officer, or his designee, shall determine whether any member of the relevant deliberating body is subject to a conflicts restriction under this Rule 214. Such determination shall be based upon a review of the following information:
 - (A) any information provided by such member pursuant to paragraph (b) (iii) and any additional information requested by the Chief Compliance Officer or his designee; and
 - (B) any other relevant information that is held by the Company or obtained from a reasonably available source that the Chief Compliance Officer or his designee reasonably believes to be accurate.
- (c) *Financial Interest in a Significant Action Conflict.*
 - (i) *Prohibition.* No Officer or member of the Board, Standing Committee, Disciplinary Panel or Appeals Panel shall participate in deliberations and voting on any significant action if such person knows or reasonably should know that he or she has a direct or indirect substantial financial interest in the result of the deliberation or vote, based upon positions in Swaps or related Underlying

Instruments that could reasonably be expected to be affected by the significant action under consideration, as determined pursuant to this paragraph (c).

- (ii) *Disclosure.* Prior to consideration of any significant action, each member of the deliberating body who does not choose to abstain from deliberations and voting may disclose to the Chief Compliance Officer, or his designee, any information that may be relevant to a determination of whether such member has a direct and substantial financial interest in the result of the vote, including:
 - (A) gross positions held at the DCOs for such member's personal accounts or "controlled accounts," as defined in CFTC Regulation 1.3(j);
 - (B) gross positions held at the DCOs in accounts of any entity in which such member is a "principal," as defined in CFTC Regulation 3.1(a); and
 - (C) any other types of positions, whether maintained at the DCOs or elsewhere, held in such member's personal accounts or the proprietary accounts of such member's affiliated firm, that the Company reasonably expects could be affected by the significant action.
- (iii) *Procedure and Determination.* The Chief Compliance Officer, or his designee, shall determine whether any member of the relevant deliberating body is subject to a conflicts restriction under this paragraph (c) based upon a review of the most recent large user reports and clearing records available to the Company, information provided by such member with respect to positions pursuant to clause (ii) above and any other source of information that is held by and reasonably available to the Company that the Chief Compliance Officer or his designee deems to be accurate, taking into consideration the exigency of the significant action being contemplated.
- (iv) *Deliberation Exemption.* Any Officer or member of the Board, Standing Committee, Disciplinary Panel or Appeals Panel who would otherwise be required to abstain from deliberations and voting pursuant to this paragraph (c) (excluding the Chief Compliance Officer) may participate in deliberations, but not voting, if the deliberating body, after considering the factors specified below, determines that such participation would be consistent with the public interest; provided, however, that before reaching any such determination, the deliberating body shall fully consider any information disclosed pursuant to paragraph (c)(ii). In making its determination, the deliberating body shall consider:
 - (A) whether such member's participation in deliberations is necessary to achieve a quorum; and
 - (B) whether such member has unique or special expertise, knowledge or experience in the matter being considered.
- (d) *Documentation.* The minutes of any meeting to which the conflicts determination procedures set forth in this Rule 214 apply shall reflect the following information:
 - (i) the names of all members of the relevant deliberating body who attended such meeting in person or who otherwise were present by electronic means;
 - (ii) the name of any member of the relevant deliberating body who voluntarily recused himself or was required to abstain from deliberations or voting on a matter and the reason for the recusal or abstention, if stated;

- (iii) information that was reviewed for each member of the relevant deliberating body, including position information in the case of a significant action conflict; and
- (iv) any determination made in accordance with paragraph (c)(iii) above.

215. Maintenance of Books and Records by the Company

- (a) The Company shall keep, or cause to be kept, all books and records required to be maintained pursuant to the CEA and CFTC Regulations.
- (b) The Company shall retain all such books and records for the life of each Swap transacted pursuant to these Rules and five years following the termination of such Swap, and shall make such books and records readily accessible for inspection, in each case in the form and manner required under the CEA and CFTC Regulations.
- (c) The Company may disclose, to any government agency, self-regulatory organization or other Person, information concerning or associated with a Participant or other Person if the Company believes such disclosure is necessary and appropriate in exercising a legal or regulatory function, whether or not a formal arrangement governing the disclosure exists or a request for information was made.

Chapter 3. TRADING PRIVILEGES AND PARTICIPANTS

301. Jurisdiction

ANY PARTICIPANT, AUTHORIZED USER, OR OTHER PERSON ACCESSING, OR ENTERING ANY ORDER AND/ OR RFQ INTO, THE SEF OR EXECUTING ANY TRADE PURSUANT TO THE RULES (I) IS BOUND BY, AND MUST COMPLY WITH, THE RULES AND APPLICABLE LAW, IN EACH CASE TO THE EXTENT APPLICABLE TO IT, (II) SUBMITS TO THE JURISDICTION OF THE COMPANY WITH RESPECT TO ANY AND ALL MATTERS ARISING FROM, RELATED TO, OR IN CONNECTION WITH, THE STATUS, ACTS OR OMISSIONS OF SUCH PARTICIPANT, AUTHORIZED USER, OR OTHER PERSON, AS THE CASE MAY BE, AND (III) AGREES TO ASSIST THE COMPANY IN COMPLYING WITH ITS LEGAL AND REGULATORY OBLIGATIONS, COOPERATE WITH THE COMPANY AND ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE COMPANY OR THE SEF, AS APPLICABLE, IN ANY INQUIRY, INVESTIGATION, AUDIT, EXAMINATION OR PROCEEDING, AND AUTHORIZE THE COMPANY TO PROVIDE INFORMATION REGARDING THE SEF TO THE RSP OR ANY SELF REGULATORY ORGANIZATION.

302. Trading Privileges

- (a) Subject to the requirements, procedures and conditions set forth in this Chapter 3 and any limitation, restriction or revocation from time to time imposed by the Company, Trading Privileges and electronic access to the SEF shall be offered to Participants. Trading Privileges are non-transferable, non-assignable and may not be sold or leased. By virtue of obtaining Trading Privileges, a Participant shall not obtain any equity or other interest in the Company, including voting rights or rights to receive any dividends or other distributions, whether arising from a dissolution, merger, consolidation involving the Company or otherwise.
- (b) Subject to Rule 302(f), the Company may deny Trading Privileges to any Person:
 - (i) if such Person is unable satisfactorily to demonstrate a capacity to adhere to all applicable Rules and Applicable Law;
 - (ii) if such Person would bring the Company into disrepute, as determined by the Company in its sole but reasonable discretion; or
 - (iii) for such other cause as the Company reasonably may decide.
- (c) Subject to Rule 302(f), the Company may determine not to permit any Person to keep its Trading Privileges, or may suspend, remove or limit such Trading Privileges if such Person:
 - (i) fails to meet any of the qualification requirements for Trading Privileges after such Trading Privileges have been approved;
 - (ii) fails to meet any condition placed by the Company on such Trading Privileges;
 - (iii) violates any agreement with the Company, a Clearing Member or a DCO; or
 - (iv) has summary action taken against it by the Company pursuant to Rules 717 or 718.
- (d) In the case of any suspension, revocation or limitation of the Trading Privileges of any Participant pursuant to this Rule 302, the Company, in its sole discretion, may also suspend, revoke or limit the Trading Privileges of such Participant's Authorized Users as

Confidential Treatment Requested by TW SEF

the Company deems necessary to protect other Participants and the integrity of the Company and the SEF.

- (e) In the case of any suspension, revocation or limitation of the Trading Privileges of any Authorized User of any Participant pursuant to this Rule 302, the Company, in its sole discretion, may also suspend, revoke or limit the Trading Privileges of such Participant or such Participant's other Authorized Users as the Company deems necessary to protect other Participants and the integrity of the Company and the SEF.
- (f) Any decision by the Company to deny, suspend, revoke or limit the Trading Privileges of any Person will be exercised by the Company in an impartial, transparent, fair and nondiscriminatory manner.

303. Participant Eligibility and Access to SEF

- (a) A Person that desires to become a Participant shall:
 - (i) be, and represent in writing to the Company that it is, an Eligible Contract Participant and, if it trades on the SEF as an Account Manager that each such client account on whose behalf it participates is an Eligible Contract Participant;
 - (ii) complete and submit the Participant Documentation, including, but not limited to, applying to be classified as a Liquidity Providing Participant or a Liquidity Taking Participant, but such Person may not apply to be both;
 - (iii) provide such information and documentation as may be reasonably requested by the Company, and comply with the procedures established by the Company for admission;
 - (iv) distribute the Rules to its Authorized Users or cause the Rules to be so distributed; and
 - (v) if such Person is organized or established under the laws of a country other than the United States:
 - ~~(A)~~ maintain a presence in the United States, either directly or through a suitable agent, whose personnel are fluent in English, are knowledgeable about the Company's business, and can assist representatives of the Company as necessary;
 - ~~(B)~~(A) represent and certify to the Company that it is in compliance with the registration or authorization requirements of its home country, that it is regulated in its home country by a financial regulatory authority with respect to the maintenance of relevant books and records, that it is subject to regular inspections and examinations by such home country regulator; and
 - ~~(C)~~(B) make such other representations as the Company deems necessary to comply with Applicable Law.
- (b) A Participant that is not a Clearing Member shall be eligible to enter or aggress on an Order ~~with respect to Cleared Swaps~~ in the Order Book or submit or respond to an RFQ for a Cleared Swap pursuant to these Rules, ~~and subject to Rule 1003,~~ only if ~~(i) the Participant (if the Participant is an Account Manager, only if the Account Manager on behalf of its client account(s)) can verify on a pre-trade basis that a Clearing Member~~ it has ~~assumed the financial responsibility to clear such Cleared Swaps for the Participant~~

Confidential Treatment Requested by TW SEF

~~with the applicable DCO, (iii) the Participant has entered into any necessary documentation with its counterparty, and (iv) the Participant otherwise meets the criteria set forth in these Rules complied with Rule 1003.~~

- (c) A Participant that is registered as a Swap Dealer must undertake and be able to discharge (i) on the SEF, any pre-trade disclosure it may owe to such other Participant when engaging in a Swap transaction on a disclosed basis, and (ii) off the SEF, any due diligence and analysis obligations it may owe to its counterparty.
- (d) At all times, each Participant must comply with all applicable eligibility criteria required pursuant to these Rules and shall notify the Company immediately if it ceases to meet any of such applicable eligibility criteria.
- (e) A Person seeking to act as an ISV may not be a Participant and must satisfy the Company's technological integrity requirements and not adversely affect the Company's ability to comply with the CEA and CFTC Regulations.
- (f) A Person whose application for Participant status has been denied or granted conditionally pursuant to this Rule 303, and any Participant whose access to the SEF is revoked, suspended or limited pursuant to Rules 302 or 305, may appeal the Company's decision in accordance with the provisions of Chapter 7. A determination of the Company to revoke, suspend or limit a Person's access to the SEF pursuant to Rules 302 and 305 shall not take effect until the review procedures under Chapter 7 have been exhausted or the time for review has expired.

~~(g) All Cleared Swap transaction information routed to the applicable DCO, including in circumstances where the Participant uses an affirmation hub or other third-party service provider to route such Cleared Swap transaction information, shall be routed in a manner acceptable to the applicable DCO and consistent with the requirements of CFTC Regulation 39.12(b)(7).~~

304. Reserved

305. Authorized Users and Supervised Persons

- (a) Each Participant shall appoint in writing (via electronic mail or the Company's authorization forms) at least one of its employees (or, if Participant has no employees, an agent who is an individual) to act as an Authorized User. A Participant may also appoint additional employees, agents or authorized contractors who are individuals to act as Authorized Users and shall specify whether each such additional Authorized User is entitled (i) to exercise Trading Privileges on behalf of the Participant subject to the terms and conditions of these Rules, or (ii) to access the SEF on "view only" basis. Any Participant wishing to appoint an Authorized User shall notify the Company in the form and manner prescribed by the Company and each Authorized User must consent, in a form satisfactory to the Company, to abide by these Rules and Applicable Law prior to accessing the SEF, including, but not limited to, that Authorized Users of a Participant may only act on the SEF as either ~~Liquidity Providing Participants~~ or Liquidity Taking Participants, but not both. Each Authorized User must satisfy such requirements as may be prescribed by the Company from time to time and shall be subject to the disciplinary authority of the Company and possible fine or restriction or revocation of Trading Privileges.
- (b) The Company may, in its sole discretion, revoke, suspend, or limit the designation of a Person as an Authorized User, and shall promptly notify the Participant in accordance with the procedures established by the Company.

~~Confidential Treatment Requested by TW SEF~~

- (c) A Participant may at any time revoke an authorization granted by it to any Authorized User or a User ID granted to any other Person by providing written notice of such revocation to the Company ~~and the Company shall, as soon as is practicable, revoke and disable such Person's access to the SEF.~~ A Participant shall take immediate and appropriate measures to ensure that, after any such revocation, (i) the affected Authorized User shall not have access to the SEF and (ii) the affected Person shall not utilize its User ID, and the Company shall act promptly, but in any event within one Business Day of receiving notice from the Participant, to disallow the entry of Orders or RFQs by any such Person.
- (d) All obligations of Participants under these Rules shall also apply to each of their Authorized Users and other Supervised Persons, to the extent applicable, and each Participant shall be responsible for the actions and omissions of each of its Authorized Users and other Supervised Persons. Each Participant will ensure on an ongoing basis that none of its Authorized Users or other Supervised Persons is subject to a disqualification pursuant to any Applicable Law (unless an appropriate exemption has been obtained with respect thereto) and that each of its Authorized Users and other Supervised Persons (as applicable) will be technically proficient in respect of the use of the SEF. Each Participant shall have procedures for performing day-to-day monitoring of its Authorized Users and other Supervised Persons to ensure that each will conduct its business in a fair and equitable manner and in accordance with these Rules.
- (e) For purposes of these Rules, any reference to (i) the Trading Privileges of a Participant shall also be deemed to refer and apply to the exercise of Trading Privileges by any of such Participant's Authorized Users, (ii) a Participant submitting or receiving Orders or RFQs or transacting in Swaps on the SEF, shall be deemed to also refer and apply to any such actions engaged in by any Person using any of such Participant's Trading Privileges, and (iii) the knowledge of, or matters known to, any Participant shall be deemed to also refer to and include the knowledge of, or matters known to, its Authorized Users, and other Supervised Persons.

306. Credit Arrangements Required

A Participant that is party to an Uncleared Swap traded pursuant to these Rules shall do so only with a counterparty with which it has established ~~satisfactory credit arrangements that permit the exchange of collateral in accordance with Applicable Lawswap trading relationship documentation consistent with the requirements of CFTC Regulation 23.504.~~

307. Dues, Assessments and Fees

The Company shall set ~~and communicate in writing~~ the times and amounts of any dues, assessments or fees to be paid by Participants, which dues, assessments or fees shall be paid to the Company when due. If a Participant fails to pay when due any SEF dues, assessments or fees levied on such Participant, and such payment obligation remains unsatisfied for thirty days after its due date, the Company may suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of such Participant as it deems necessary or appropriate. The provisions of Chapter 7 (other than Rule 717) shall not apply to any such suspension, revocation, limitation, condition, restriction or qualification.

308. Continuing Application of Rules and Jurisdiction

Any Participant or Authorized User whose Trading Privileges are suspended, revoked or terminated, shall remain bound by these Rules and Applicable Law and subject to the jurisdiction of the Company with respect to any and all matters arising from, related to, or in connection with, the status, acts or omissions of such Participant or Authorized User arising prior to such suspension, revocation or termination. Such Participant or Authorized User must also cooperate

in respect of any disciplinary proceeding arising under Chapter 7 as if its Trading Privileges were not suspended, revoked or terminated.

309. Recording Communications

~~The~~Each of the Company and each Participant may, but is not obliged to, record conversations and retain copies of electronic communications between Officers, employees or agents of the Company, on one hand, and Participants, Authorized Users, and other Persons, on the other hand. Any such recordings or copies thereof may be retained as required by Applicable Law. The RSP will have access to such recordings or copies of electronic communications to the extent required to perform certain regulatory services for the Company pursuant to the Regulatory Services Agreement.

310. Notices to Participants

- (a) The Company shall publish a notice with respect to each addition to, modification of, or clarification of, these Rules or of any action to implement any Rules, in a form and manner that is reasonably designed to enable each Participant to become aware of and familiar with, and to implement any necessary preparatory measures to be taken by it with respect to, such addition, modification or clarification prior to the effective date thereof (each a "Notice to Participants"). Each Notice to Participants shall be published prior to the earlier of its filing with the CFTC or the effective date thereof.
- (b) For purposes of publication in accordance with paragraph (a), it shall be sufficient (without limiting the discretion of the Company as to any other reasonable means of communication) if a Notice to Participants is published on the Company's website; provided, however, where practicable to do so, the Company shall also notify the Participant's Authorized Users via the SEF or electronic mail. Any Notice to Participants shall be deemed to have been made to all Participants, Authorized Users and Supervised Persons.
- (c) Nothing in this Rule shall in any way limit the authority of the Company to take action in response to an Emergency.

311. Communications Between the Company and Participants

Each Participant's Authorized User must provide the Company with its current electronic mail address and the electronic mail address of each of its Authorized Users and immediately (and in any event within one Business Day) update each such address whenever it changes. All communications between the Company and the Participant will be transmitted by electronic mail (or by telephone confirmed by electronic mail) and/or posted on the SEF or on the Company website, except as otherwise specified by the Company. Each Participant shall be responsible for conveying such communications to its Authorized Users and other Persons to whom the Participant has given its User ID(s). Each Participant will also be responsible for promptly reviewing and, if necessary, responding to all electronic communications from the Company to the Participant or any of its Authorized Users, Supervised Persons or any Person to whom it has given User ID(s) assigned to it by the Company. The Regulatory Services Provider will have access to such communications to the extent required to perform certain regulatory services to the Company pursuant to the Regulatory Services Agreement. All communications made to Participants shall also be deemed to have been made to all Authorized Users and other Supervised Persons.

312. Withdrawal of Participant

- (a) To withdraw from the SEF, a Participant must notify the Company in accordance with procedures established by the Company for such purpose.

~~Confidential Treatment Requested by TW SEF~~

- (b) Effective upon the date that the Company accepts the withdrawal of a Participant, all rights and privileges of such Participant and its Authorized Users shall terminate (including such Participant's [and its Authorized Users'](#) Trading Privileges and ability to access the SEF) [immediately \(and the Company may suspend prior to termination if necessary to appropriately effectuate such termination\)](#). The withdrawal of a Participant shall not affect the rights of the Company under these Rules or relieve the former Participant of its obligation under the terms of any Swap entered into or otherwise arising under these Rules before the effective date of such withdrawal. A Participant that has withdrawn remains subject to these Rules, the Company requirements and the jurisdiction of the Company for acts done and omissions made while a Participant, and must cooperate in any disciplinary proceeding under Chapter 7 as if the withdrawn Participant were still a Participant.

313. Financial or Other Incentive Programs

The Company may from time to time establish programs that provide Participants with financial or other incentives for meeting trading volume, liquidity or other thresholds as may be established by the Company, [including a market making program](#).

Chapter 4. TRADING STANDARDS

401. Swaps Traded on the SEF

- (a) The Company shall determine which Swaps can be traded from time to time pursuant to these Rules, provided that any determination in respect of listing a Swap for trading pursuant to these Rules shall be submitted to the CFTC as required by the CEA and CFTC Regulations.
- (b) Subject to compliance with the CEA and CFTC Regulations, Swaps traded on the SEF may be Cleared Swaps or Uncleared Swaps.

402. Business Days and Trading Hours

The Company shall from time to time determine (a) the Business Days during any particular calendar year and (b) the Trading Hours on such Business Days for any particular Swap available for trading on the SEF. All time references shall be based on local time prevailing in the City of New York, New York. Opening times start on the first second of the minute cited. Closing times end on the last second of the minute cited. Trading Hours may vary among different types of Swaps. The Company may from time to time adopt procedures for the opening or closing of trading in any Swap.

403. Price Dissemination and Publication of Trading Information

- (a) The Company shall transmit Required Swap Creation Data for each Swap executed pursuant to these Rules to the appropriate SDR in the form and manner, and within the timeframe, required by CFTC Regulation 37.901(a). The Company may provide such Required Swap Creation Data to Participants and Authorized Users no earlier than the time it transmits such information to an SDR and in a form that does not disclose the identities, or otherwise facilitate identification, of the parties to the Swap.
- (b) The Company shall publish information as required by CFTC Regulation 37.901(b).
- (c) The Company may make available to Participants an indicative, non-attributed pricing page on the SEF for certain types of Swaps of the most commonly traded tenors within such type of Swap.

404. Execution of Swap Transactions

404.A. Order Book (Minimum Functionality).

Participants shall have the ability to post Orders on the Order Book in any Swap offered on the SEF in accordance with these Rules.

404.B. RFQ.

The SEF's RFQ system provides for the following types of RFQs:

- (a) *RFQ for Required Transactions:*
 - (i) For Required Transactions, an RFQ Requester will be required to select at least three² unaffiliated RFQ Recipients for one-sided (bid or offer quote) or two-sided

² Prior to October 2, 2014, an RFQ Requester will be required to select at least *two* unaffiliated RFQ Recipients.

(both bid and offer quotes) Orders for a particular Swap for a specified notional amount. For purposes of this Rule 404, “unaffiliated” means an RFQ Recipient that is neither an Affiliate of the [RFQ Requester Participant or Authorized User on behalf of whom the RFQ is requested](#) nor an Affiliate of another RFQ Recipient of such RFQ.

(ii) At the same time that the RFQ Requester receives the first responsive Order from an RFQ Recipient, the SEF shall communicate to the RFQ Requester, by posting on the Trade Manager Execution Panel, any bid or offer pertaining to the same Swap resting on the [SEF Order Book](#), and providing the RFQ Requester with the ability to execute against any Orders on the Trade Manager Execution Panel.

(b) *RFQ for Permitted Transactions.* For Permitted Transactions, an RFQ Requester may select one or more RFQ Recipients eligible to receive such RFQ. Block Trades may also be transacted in this manner on the SEF in accordance with Rule 411.

404.C. Required Transactions.

Each Required Transaction that does not qualify as a Block Trade shall be executed on the SEF through either of the following execution methods:

- (a) An Order Book as described in Rule 404.A.; or
- (b) An RFQ system that operates in conjunction with the Order Book, as described in Rule 404.B.

404.D. Pre-Execution Credit Check.

See Rule 1003.

404.E. Procedures Relating to Transactions in Swaps.

The SEF may, in its sole discretion, adopt procedures relating to transactions in Swaps and the types of RFQs that may be sent or Orders that may be entered on the SEF with respect to any Swap (which shall be set by the SEF from time to time and published on the SEF), including establishing limits or minimums on the number and/or size of RFQs or Orders that may be submitted by a Participant through the SEF or subject to these Rules, and establishing minimum price quoting increments for each Swap.

405. Modification or Cancellation of Orders by Participants

Any Order that has been entered into the SEF may be modified or cancelled unless and until it has been executed or has otherwise expired. Such modification or cancellation will become effective only upon acceptance by the SEF of a “Cancel Replace Order” or “Cancel Order,” as the case may be, with respect to the original Order, prior to the expiration or execution of such Order.

406. Information Regarding Orders

The Company will make information from the SEF, and any other information it may deem appropriate, available to Participants and other Persons at such times and in such manner (whether through the SEF, financial information services or otherwise) as it may be required by Applicable Law and as it may consider necessary or advisable from time to time. Each Participant or other Person receiving any such information through the SEF may redistribute such information only to such extent and in such manner as may be permitted by the Company in writing from time to time.

~~___ Confidential Treatment Requested by TW SEF~~

407. ~~Trade Cancellations and~~ Price Adjustments by the Company

- (a) ~~Trade Cancellation and~~ Price Adjustment Authority.

The Company may adjust trade prices ~~or cancel (bust) trades~~, in accordance with published policies of the Company, when such action is necessary to mitigate market disrupting events caused solely by improper conduct such as market manipulation or clearly erroneous trading behavior (e.g., fat finger). ~~Notwithstanding any other provision of this Rule 407, the Company may adjust trade prices or cancel any trade if the Company determines that allowing the trade to stand as executed would have a material, adverse effect on the integrity of the market. Any decision of the Company with respect to an adjustment or cancellation subject to this Rule 407 shall be final.~~

- (b) Review of Trades.

The Company may initiate a review of a trade based on its analysis of market conditions or in response to a request for review by a Participant. A request for review that is made by a Participant must be made within five minutes of as soon as practicable but in no event after the execution end of the trade-Business Day in which such transaction took place. The Company shall promptly determine whether the trade will be subject to review, and upon deciding to review a trade, the Company will promptly issue an alert to all Participants ~~logged on to the SEF~~ indicating that the trade is under review. In the case of Swaps determined by the Company to be illiquid, the Company 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 more than one hour following execution on its own initiative if it determines that the trade price was significantly out of line with fair value prices in the market at the time of such transaction (based on pricing data that is readily available to the Company). In the course of its review of any trade, the Company 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.

408. Position Limits

- (a) The Company may adopt position limits for Swaps executed on the SEF, and grant exemptions from position limits, as it may determine to be necessary and appropriate, in accordance with CFTC Regulations, (including notice provisions consistent with Applicable Law). This Rule 408 shall apply in the event that the Company does adopt any such position limits, which limits will be included in these Rules, if adopted.
- (b) A Person seeking an exemption from position limits, including limits established pursuant to a previously approved exemption, must file the required application with the Market Regulation Team and receive approval prior to exceeding such limits. Notwithstanding the foregoing, a Person who establishes an exemption-eligible position in excess of position limits and files the required application with the Company shall not be in violation of this Rule provided the filing occurs within one Business Day after assuming the position. In the event the positions in excess of the limits are not deemed to be exemption-eligible, the applicant will be in violation of speculative limits for the period of time in which the excess positions remained open.
- (c) The application must be in the form and manner prescribed by the Market Regulation Team and, at a minimum, must: (i) provide a description of the exemption sought, including whether the exemption is for bona fide hedging positions as defined in CFTC Regulation §1.3(z)(1), risk management positions or arbitrage/spread positions; (ii) provide a complete and accurate explanation of the underlying exposure related to the exemption request; (iii) agree to promptly provide, upon request by the Market Regulation Team, information or documentation regarding the Person's application; (iv)

Confidential Treatment Requested by TW SEF

agree to comply with all terms, conditions or limitations imposed by the Market Regulation Team with respect to the exemption; (v) agree that the Market Regulation Team may modify or revoke the exemption at any time; (vi) agree to initiate and liquidate positions in an orderly manner; and (vii) agree to promptly submit a supplemental statement to the Market Regulation Team whenever there is a material change to the information provided in the most recent application.

- (d) Pursuant to Section 4a(a) of the CEA, the CFTC may also from time to time establish position limits for Swaps traded pursuant to these Rules. For any Swap subject to a position limit set by the CFTC, the Company shall not set its position limit at a level higher than the CFTC's limit.
- (e) A Person who exceeds a position limit as a result of maintaining positions in Swaps at more than one Clearing Member shall be deemed to have waived confidentiality regarding its positions and the identity of the Clearing Members at which those positions are maintained if such Person does not remedy the position limit breach on its own as soon as practicable but in no event later than the end of the trading day during which it exceeded such position limit and received notice from the Company thereof.
- (f) Nothing in this Rule shall in any way limit the authority of the Company to take action in response to an Emergency or the authority of the Company to review at any time any position owned or controlled by any Person and as the Company may deem necessary to comply with Applicable Law, to direct that such position be reduced to the position limit provided by the Company.

409. Position Accountability

The Company shall adopt position accountability levels for Required Transactions as it may determine to be necessary and appropriate, in accordance with CFTC Regulations (including notice provisions consistent with Applicable Law). Upon adoption of position accountability levels by the Company, a Person who holds or controls aggregate positions in a Swap in excess of such position accountability levels relating to that Swap shall be subject to the following provisions:

- (a) Such Person shall provide, in a timely manner upon request by the Market Regulation Team, information regarding the nature of the position, trading strategy, and hedging information if applicable.
- (b) Such Person shall, if so ordered by the Market Regulation Team, acting in its discretion, liquidate or not increase further the positions which exceed such levels.
- (c) Such positions must be initiated and liquidated in an orderly manner.
- (d) This Rule 409 shall not limit the jurisdiction of the Company to take action that it determines necessary or appropriate in respect of any positions on the SEF.
- (e) Upon request, Participants must provide the Market Regulation Team with information, in a form and manner acceptable to the Market Regulation Team, identifying the owner, any controlling parties and any additional required information for each reportable account.

410. Aggregation of Positions

For purposes of Rule 408 and Rule 409, positions in Swaps shall be aggregated in accordance with CFTC Regulations.

411. Block Trades

- (a) The Company may designate any Swap as eligible for bilaterally negotiated Block Trades under this Rule and shall determine the minimum size thresholds for the Swaps in which Block Trades are permitted. In determining the minimum size threshold, the Company shall take into consideration (to the extent available) the size distribution of transactions in the Swap, the size distribution of transactions in the related cash markets, and all other information relevant to transaction size in the relevant Swap. Participants may enter into Block Trades, at prices mutually agreed, with respect to Swaps that have been designated by the Company for such purpose, provided that the ~~following conditions~~ [in this Rule 411](#) are satisfied. For any Swap subject to a minimum block trade size set by the CFTC, the Company shall not set such minimum size at a level lower than that of the CFTC.
- (b) The following shall govern Block Trades:
- (i) A trade that is for a quantity that is at or in excess of the applicable minimum block size set by the CFTC shall be deemed a Block Trade;
 - (ii) Block Trades may be executed off the SEF in accordance with this Rule 411 or on the SEF by RFQ; [for Permitted Transactions in accordance with Rule 404.B\(b\)](#);
 - (iii) The price at which a Block Trade is executed must be fair and reasonable in light of (1) the size of the Block Trade, (2) the prices and sizes of other transactions in the same Swap at the relevant time, (3) the prices and sizes of transactions in other relevant markets at the relevant time, and (4) the circumstances of the markets or the Participants to the Block Trade;
 - (iv) ~~The price at which a Block Trade is~~ [Trades shall be](#) executed [away from the Order Book and](#) shall not ~~affect~~ [interact with Orders that are](#) resting ~~Orders in the Order Book~~;
 - (v) Except as may otherwise be permitted by Applicable Law, Participants shall not aggregate Orders for different accounts to achieve the minimum block size; and
 - (vi) Spread trades may be executed as Block Trades, provided that the notional amount of each leg of the spread meets the minimum quantity for each respective maturity.
- (c) For Block Trades executed off the SEF, the Reporting Counterparty to a Block Trade must report the time of execution, counterparty and information required pursuant to Rule 414 for each Block Trade to the SEF as soon as technologically practicable following execution of such Block Trade but no later than 5 minutes before the time in which such Block Trade would be publicly disseminated by a SDR. The SEF will report Required Swap Creation Data for each Block Trade to the SDR as soon as technologically practicable after such information has been reported to the SEF. [The Company reserves the right to report the Block Trade even if the non-reporting counterparty to the Block Trade has not acknowledged the trade details to the SEF within the time prescribed herein.](#)
- (d) If not otherwise reflected in the Block Trade reported to the SEF, each Participant that is party to a Block Trade shall record the following details on its order ticket or trade blotter: the Swap (including the delivery or expiry month) to which such Block Trade relates; that the trade is a Block Trade; the notional amount of the Swap; the price; the date and time of execution; and the identity of its counterparty. Upon request by the

~~Confidential Treatment Requested by TW SEF~~

Company, Participant shall produce satisfactory evidence, including the order ticket referred to in the preceding sentence, that the Block Trade meets the requirements set forth in this Rule.

- (e) The SEF may, but is not required to, accept and process a Block Trade where reporting party is a Participant but the counterparty to the trade is not a Participant, provided the reporting party Participant has entered into the appropriate documentation with the SEF that includes a representation by the reporting party Participant to the SEF that the non-reporting counterparty to the Transaction (i) is an Eligible Contract Participant, (ii) has authorized the Participant to report the Block Trade to the SEF, and (iii) agrees to be bound by the Rules as though it were a Participant of the SEF with respect to that Block Trade and to satisfy any other obligations that the SEF may prescribe.

412. Emergencies

- (a) *Emergency Defined.* The term “Emergency” means any occurrence or circumstance that, in the opinion of the Board, the CEO or the Chief Administrative Officer, requires immediate action and threatens or may threaten the fair and orderly trading in, or the liquidation of or delivery pursuant to, any Swap traded pursuant to these Rules. An Emergency may include any of the following:
- (i) Any manipulative activity or attempted manipulative activity;
 - (ii) Any actual, attempted or threatened corner, squeeze, congestion or undue concentration of positions;
 - (iii) Any circumstance that may materially adversely affect the performance of Swaps, including any failure or disruption of the relevant DCO or the payment system;
 - (iv) Any action taken by the U.S. federal or any foreign government, any other governmental body, or any other entity or trading facility (foreign or domestic), in each case that may have a direct adverse effect on trading on the SEF;
 - (v) Any circumstance that may have a severe, adverse effect upon the physical functions of the SEF, including fire or other casualty, bomb threats, terrorist acts, substantial inclement weather, power failures, communications breakdowns, computer system breakdowns, malfunctions of plumbing, heating, ventilation and air conditioning systems and transportation breakdowns;
 - (vi) The bankruptcy or insolvency of any Participant or Clearing Member or the imposition of any injunction or other restraint by any government agency, court or arbitrator upon a Participant or Clearing Member, that may affect the ability of such Participant or Clearing Member to perform its obligations;
 - (vii) Any circumstance in which it appears that the financial or operational condition of a Participant or one or more of its Affiliates is such that to allow that Participant to continue its operation would jeopardize the integrity of the Company, or negatively impact the financial markets by introducing an unacceptable level of uncertainty, volatility or risk, whether or not the Participant continues to meet Company requirements; and
 - (viii) Any other unusual, unforeseeable or adverse circumstance with respect to which it is impracticable for the Company to submit in a timely fashion a reviewable rule to the CFTC.
- (b) *Emergency Authority.* In the event of an Emergency, the Chief Administrative Officer or any individual designated by the Chief Administrative Officer and approved by the Board may place into immediate effect a temporary emergency addition to these Rules which may provide for, or may authorize the Board or any committee thereof to undertake,

~~Confidential Treatment Requested by TW SEF~~

actions necessary or appropriate to respond to the Emergency, including such actions as:

- (i) imposing or modifying position or price limits;
- (ii) extending, limiting or changing the Trading Hours in respect of one or more Swaps;
- (iii) suspending or curtailing trading, or limiting trading to liquidation only, in any or all Swaps;
- (iv) ordering the liquidation of Swaps or the reduction of positions; provided that, subject to Applicable Law, the SEF will use reasonable efforts to coordinate with applicable DCOs before taking any of the actions in this subsection (iv);
- (v) modifying or suspending any provision of these Rules; and/or
- (vi) taking market actions as may be directed by the CFTC.

Any such action placed into effect in accordance with the preceding sentence shall be reviewed by the Board as soon as practicable under the circumstances and may be revoked, suspended or modified by the Board.

- (c) *Physical Emergency.* If, in the judgment of the CEO, the Chief Administrative Officer, or any individual designated by the CEO or the Chief Administrative Officer and approved by the Board, the physical functions of the SEF are, or are threatened to be, severely and adversely affected by a physical emergency, such Person shall have authority to take such action as he may deem necessary or appropriate to respond to such physical emergency, including closing the SEF, delaying the opening of trading in one or more Swaps or suspending trading in or extending Trading Hours for one or more Swaps. In the event that any action has been taken pursuant to the immediately preceding sentence, any Person who is authorized to take such action may order the removal of any restriction previously imposed pursuant to such sentence, upon a determination by such Person that the physical emergency that gave rise to such restriction has sufficiently abated to permit the physical functions of the SEF to continue in an orderly manner. Any Order or RFQ by any Person shall be subject to review, modification or reversal by the Board. In the event that trading is suspended in any or all Swaps, any unexecuted Orders or RFQs for the suspended Swaps that are currently resting in the SEF will automatically be cancelled and must be resubmitted upon resumption of trading in the affected Swaps.
- (d) *Notification and Recording.*
 - (i) The Company will use reasonable efforts to notify the CFTC prior to implementing, modifying or terminating a rule pursuant to Rule 412(b). If such prior notification is not practicable, the Company will notify the CFTC as soon as reasonably practicable, but in all circumstances within 24 hours of the implementation, modification or termination of such Emergency Rule.
 - (ii) Whenever the Company takes action pursuant to this Rule 412 to respond to an Emergency it will, where practicable, ensure that prompt notice is given to Participants.
 - (iii) Upon taking any action in response to an Emergency, the Company shall document the decisions and deliberations related to such action. Such documentation will be maintained for at least five years following the date on

Confidential Treatment Requested by TW SEF

which the Emergency ceases to exist or to affect the Company, and all such documentation will be provided to the CFTC upon request.

- (iv) When the Company determines that the Emergency has been reduced sufficiently to allow the Company to resume normal functioning, any such actions will be modified or terminated, as appropriate, and notice, when practicable, will be given to Participants.
- (e) *Conflicts of Interest.* The conflict of interest provisions set forth in Rule 214 and the related documentation requirements set forth in Rule 214 shall apply, with any such modifications or adaptations as may be necessary or appropriate under the circumstances, to the taking of any action under this Rule 412 by the CEO, the Chief Administrative Officer or his designee.
- (f) If the Emergency is related to a Swap that is fungible with financial products traded on another swap execution facility or a designated contract market, the Company will endeavor to coordinate its response with any directions received from the CFTC.

413. Limitation of Liability

- (a) EXCEPT AS PROVIDED BELOW OR AS PROVIDED IN THE PARTICIPANT DOCUMENTATION, NEITHER THE COMPANY, NOR ANY AFFILIATE OF THE COMPANY, NOR ANY OF THEIR RESPECTIVE MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, EQUITYHOLDERS, AGENTS, CONSULTANTS OR SERVICE PROVIDERS (INCLUDING ANY REGULATORY SERVICES PROVIDER), NOR ANY MEMBER OF ANY COMMITTEE OR OTHER GOVERNING BODY OF ANY AFFILIATE OF THE COMPANY (EACH OF THE FOREGOING, AS APPLICABLE, THE "DISCLAIMING PARTY" AND, COLLECTIVELY, "DISCLAIMING PARTIES"), SHALL BE LIABLE TO ANY PERSON FOR ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH:
 - (i) ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER EVENT, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE SEF OR ANY OTHER SYSTEMS AND SERVICES OF THE COMPANY, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS AND SERVICES, INCLUDING WITHOUT LIMITATION, ELECTRONIC ORDER ENTRY AND DELIVERY, TRADING THROUGH ANY ELECTRONIC MEANS, ELECTRONIC COMMUNICATION OF MARKET DATA OR INFORMATION, WORKSTATIONS USED BY PARTICIPANTS, AUTHORIZED USERS AND CLEARING MEMBERS, PRICE REPORTING SYSTEMS AND ANY AND ALL TERMINALS, COMMUNICATIONS NETWORKS, CENTRAL COMPUTERS, SOFTWARE, HARDWARE AND FIRMWARE RELATING THERETO; OR
 - (ii) ANY FAILURE OR MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION OR TERMINATION, OR ANY OTHER EVENT, OF ANY SYSTEM OR SERVICE OF THE COMPANY, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, CAUSED BY ANY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, INDEPENDENT SOFTWARE VENDORS AND NETWORK PROVIDERS; OR
 - (iii) ANY ERRORS OR INACCURACIES IN INFORMATION PROVIDED BY THE COMPANY OR ANY OF THE COMPANY'S SYSTEMS, SERVICES OR FACILITIES; OR
 - (iv) ANY UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF ANY OF THE COMPANY'S SYSTEMS, SERVICES, EQUIPMENT OR FACILITIES BY ANY PERSON.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND NEGLIGENT MISREPRESENTATION), RESTITUTION, BREACH OF STATUTORY DUTY, BREACH OF WARRANTY OR OTHERWISE AND WITHOUT REGARD TO WHETHER THE CLAIM IS BROUGHT DIRECTLY OR AS A THIRD-PARTY CLAIM, UNLESS THE DISCLAIMING PARTY HAS BEEN FINALLY ADJUDICATED BY A COURT OF COMPETENT JURISDICTION TO HAVE ENGAGED IN FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- (b) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE COMPANY OR ANY OTHER DISCLAIMING PARTIES, RELATING TO ANY SYSTEMS OR SERVICES OF THE COMPANY OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, INCLUDING THE SEF, AND THE COMPANY HEREBY SPECIFICALLY DISCLAIMS, OVERRIDES AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, CONDITIONS, OTHER CONTRACTUAL TERMS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE COMPANY OR ANY OTHER DISCLAIMING PARTY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO, AS TO TITLE, SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, UNINTERRUPTED USE, NON-INFRINGEMENT, TIMELINESS, TRUTHFULNESS, SEQUENCE AND ANY IMPLIED WARRANTIES, CONDITIONS AND OTHER CONTRACTUAL TERMS ARISING FROM TRANSACTION USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE) RELATING TO ANY SYSTEMS OR SERVICES OF THE COMPANY OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, INCLUDING THE SEF.
- (c) THE UNLESS THE COMPANY HAS BEEN FINALLY ADJUDICATED BY A COURT OF COMPETENT JURISDICTION TO HAVE ENGAGED IN FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COMPANY'S TOTAL COMBINED AGGREGATE LIABILITIES SHALL NOT EXCEED \$5,000 FOR ALL LOSSES FROM ALL CAUSES SUFFERED BY ALL PERSONS ON A SINGLE DAY; \$10,000 FOR ALL LOSSES SUFFERED BY ALL PERSONS FROM ALL CAUSES IN A SINGLE CALENDAR MONTH; AND \$100,000 FOR ALL LOSSES FROM ALL CAUSES SUFFERED BY ALL PERSONS IN A SINGLE CALENDAR YEAR. IF THE NUMBER OF ALLOWED CLAIMS ARISING OUT OF ANY FAILURES OR MALFUNCTIONS ON A SINGLE DAY OR SINGLE MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE ABOVE DOLLAR LIMITATIONS, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF THE MAXIMUM AMOUNT FOR THE RESPECTIVE PERIOD. IN NO EVENT SHALL THE TOTAL COMBINED AGGREGATE LIABILITY OF THE DISCLAIMING PARTIES FOR ALL CLAIMS ARISING OUT OF ANY FAILURES, MALFUNCTIONS, FAULTS IN DELIVERY, DELAYS, OMISSIONS, SUSPENSIONS, INACCURACIES, INTERRUPTIONS, TERMINATIONS OR ANY OTHER CAUSES IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF ANY OF THE COMPANY'S SYSTEMS OR SERVICES, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, INCLUDING THE SEF, OR THE NEGLIGENCE OF THE COMPANY OR ANY DISCLAIMING PARTY EXCEED \$100,000 IN ANY GIVEN CALENDAR YEAR.
- (d) UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO A PARTICIPANT OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY LOSS OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CONTRACTS, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF MARKET SHARE, LOSS OF GOODWILL, LOSS OF REPUTATION OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWEVER SUFFERED OR INCURRED, REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES OTHERWISE COULD HAVE BEEN FORESEEN OR PREVENTED.

- (e) UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR THE ACTS, ERRORS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING ANY MARKET DATA VENDOR, SDR OR DCO, OTHER THAN THE RSP ACTING IN ITS CAPACITY AS SUCH.
- (f) IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE PARTICIPANT DOCUMENTATION AND THIS RULE, THE TERMS OF THE PARTICIPANT DOCUMENTATION SHALL SUPERSEDE THIS RULE AND SHALL GOVERN THE LIABILITY OF THE COMPANY TO THE PARTICIPANT.
- (g) ANY DISPUTE ARISING OUT OF THE USE OF THE SYSTEMS OR SERVICES OF THE COMPANY OR SERVICES, EQUIPMENT, OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, INCLUDING THE SEF, IN WHICH ONE OR MORE DISCLAIMING PARTIES IS A PARTY SHALL BE ARBITRATED PURSUANT TO THESE RULES IN CHAPTER 8, AND REFERENCES IN CHAPTER 8 TO A "PARTICIPANT" SHALL, TO THE EXTENT RELEVANT, BE DEEMED FOR SUCH PURPOSE TO MEAN AND INCLUDE THE DISCLAIMING PARTIES. ANY SUCH CLAIM AGAINST A DISCLAIMING PARTY SHALL BE BROUGHT WITHIN ONE YEAR FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. THIS PARAGRAPH (G) SHALL IN NO WAY BE CONSTRUED TO CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY THESE RULES. IF FOR ANY REASON, A COURT OF COMPETENT JURISDICTION FINDS THAT A DISPUTE IS NOT ARBITRABLE, SUCH DISPUTE MAY BE LITIGATED ONLY IN ACCORDANCE WITH RULE 1113.

414. Requirements for Persons Submitting Orders or RFQs

- (a) Each Order or RFQ submitted to the SEF shall be submitted under the applicable User ID of the Authorized User or Participant, as applicable, entering such Order or RFQ.
- (b) Each Order or RFQ submitted to the SEF shall include information identifying the relevant Swap (including the delivery or expiry month), price, notional amount of the Swap, correct CTI code, (as set forth in Rule 615), buy or sell, appropriate account designation, and, as applicable, Clearing Member, Derivatives Clearing Organization and Order type.
- (c) Each Order or RFQ submitted to the SEF shall include the following information for the Participant entering such Order or RFQ (whether or not to the extent such information is not otherwise provided by the SEF pre-populated):
 - (i) the legal entity identifier of such Participant or if Participant is an Account Manager, the underlying client account (as applicable), unless the Swap will be allocated to such Participant's Clients after execution;
 - (ii) a yes/no indication of whether such Participant is a swap dealer with respect to the Swap for which the Order or RFQ is placed;
 - (iii) a yes/no indication of whether such Participant is a major swap participant with respect to the Swap for which the Order or RFQ is placed;
 - (iv) a yes/no indication of whether such Participant is a financial entity;
 - (v) a yes/no indication of whether such Participant is a U.S. person; ~~and~~
 - (vi) an indication of whether such Participant will elect the clearing requirement exception in CEA Section 2(h)(7) for any swap resulting from the Order or RFQ; and
 - ~~(vii) if the Swap will be allocated;~~

~~Confidential Treatment Requested by TW SEF~~

~~(A) — an indication that the Swap will be allocated; and~~

~~(viii)(vii) the legal entity identifier of the agent.~~

- (d) Post-allocation swaps shall be respectively effected and reported in accordance with the rules of the Derivatives Clearing Organization and Swap Data Repository and in accordance with CFTC Regulations.
- (e) As used in this Rule 414, “legal entity identifier,” “swap dealer,” “major swap participant,” “financial entity” and “U.S. person” have the meaning given those terms in the CEA and CFTC Regulations and, as applicable, exemptive or no-action relief or interpretive guidance issued by the CFTC or its staff.

415. User IDs

- (a) No Person may use a User ID to place any Order or RFQ except as permitted by these Rules, nor may any Person knowingly permit or assist the unauthorized use of a User ID. Each Participant shall take reasonable measures to ensure that no assigned User ID is used by any Person not authorized by these Rules.
- (b) No Person shall submit to the SEF any Order using the User ID of any other person.
- (c) Each Participant shall provide in writing to the Company, and keep current such information as the Company may require concerning itself and each of its Authorized Users or any other Person it permits to have direct access to the SEF by using its User ID.
- (d) Any request that the Company activate or deactivate a User ID shall be submitted in writing by a Designated Contact of the relevant Participant in the manner provided for by the Company. The Company shall have no liability for any action or inaction due to its good faith reliance upon such a written request or for any communication system failure.
- (e) Each Participant shall notify the Market Regulation Team promptly upon becoming aware of:
 - (i) any unauthorized disclosure or use of any User ID assigned to such Participant or any of its Authorized Users and of any other reason for deactivating a User ID assigned to such Participant or any of its Authorized Users;
 - (ii) any unauthorized disclosure or use of any User ID assigned to an Authorized User of such Participant and of any other reason for deactivating a User ID assigned to an Authorized User of such ~~participant~~Participant;
 - (iii) any unauthorized access to the SEF by any Person using a User ID assigned to such Participant or any of its Authorized Users; or
 - (iv) any unauthorized access to the SEF by any Person using a User ID assigned to an Authorized User of such Participant.

416. Designated Contact

Each Participant shall (i) identify in writing to the Company one or more Designated Contacts as the Company may determine, and (ii) ensure that at least one of its Designated Contacts is available by telephone at any time one of its Authorized Users is accessing the SEF.

~~___ Confidential Treatment Requested by TW SEF~~

417. Message Traffic

The Company may at any time restrict or establish utilization fees in respect of Message Traffic, either with respect to all or any Participants and/or Authorized Users in order to safeguard the security or operations of the SEF, or to preserve market integrity, fair and orderly trading, or if otherwise in the public interest.

418. Workup Protocol

The Company may adopt rules and implement trading protocols from time to time to allow Participants to engage in workup sessions following the execution of trades pursuant to Rule 404 and as may be permitted by CFTC Regulations.

Chapter 5. OBLIGATIONS OF PARTICIPANTS

501. Duties and Responsibilities of Participants

- (a) Each Participant shall, and shall cause its Authorized Users to:
- (i) use the SEF in a responsible manner and not for any improper purpose;
 - (ii) use the SEF only to conduct business that is subject to these Rules and in a manner consistent with these Rules;
 - (iii) comply with these Rules, submit to the jurisdiction of the Company to enforce these Rules and act in a manner consistent with these Rules;
 - (iv) comply with the rules of the DCO that accepts for clearing a Swap traded by the Participant, its Authorized Users pursuant to these Rules, to the extent applicable to such Participant and/or its Authorized Users and such Swap;
 - (v) observe high standards of ~~integrity, market conduct, commercial honor~~, fair dealing, and just and equitable principles of trade while conducting or seeking to conduct any business connected with or concerning the Company;
 - (vi) not knowingly mislead or conceal any material fact or matter required to be disclosed in any dealings or filings with the Company or in connection with a disciplinary proceeding;
 - (vii) keep all User IDs, account numbers and passwords related to the SEF confidential; and
 - (viii) keep, or cause to be kept, complete and accurate books and records as required by Applicable Law and subject to Participant's reasonable physical and logical access control procedures, make such books and records relating to Participant's use of the SEF available for inspection by a representative of the Company and as otherwise required by Applicable Law.
- (b) Each Participant that is registered, or required to be registered, with the CFTC as a swap dealer or a major swap participant is responsible for compliance with the mandatory trading requirement of Section 2(h)(8) of the CEA when such Participant enters into, or facilitates entry into, a Swap that is made available to trade within the meaning of Section 2(h)(8) of the CEA and that is required to be cleared pursuant to Section 2(h)(2)(D) of the CEA and CFTC Regulation ~~39.550.2~~.
- (c) Participants shall comply with all applicable anti-spoofing policies for Swaps which the Company posts on the SEF or sets forth in Notices to Participants from time to time.

502. Required Notices

- (a) Each Participant shall immediately notify the CCO upon becoming aware of any of the following events, in each case, with respect to the Participant's status which relates to or may affect its participation or conduct on the SEF:
- (i) any material changes to information provided to the Company in connection with an application for Participant status;
 - (ii) any refusal of admission to any self-regulatory organization, or withdrawal of an application for membership or participant status in a self-regulatory organization, by the Participant;

~~Confidential Treatment Requested by TW SEF~~

- (iii) any expulsion, suspension or fine in excess of \$25,000 (whether through an adverse determination, voluntary settlement or otherwise) imposed on the Participant or any of its Authorized Users by any self-regulatory organization;
 - (iv) any denial or withdrawal of an application for registration or license with respect to the Participant or any of its Authorized Users by or from any government agency or self-regulatory organization, and any revocation, suspension or conditioning of a registration or license granted by any government agency or self-regulatory organization to the Participant or any of its Authorized Users;
 - (v) the commencement of any judicial or administrative proceeding against the Participant or any of its Authorized Users by a government agency or the imposition of a fine in excess of \$25,000, cease and desist order, denial of trading privileges, censure or other sanction or remedy (whether through an adverse determination, voluntary settlement or otherwise) imposed by any government agency or self-regulatory organization;
 - (vi) the indictment or conviction of, or any confession of guilt or plea of guilty or *nolo contendere* by, the Participant or any of its or their Authorized Users, senior officers or principals for any felony or for any misdemeanor involving, arising from, or related to, the purchase or sale of any Swap or other financial instrument, or involving or arising from fraud or moral turpitude; and
 - (vii) the bankruptcy or insolvency of the Participant or any of its Affiliates.
- (b) Each Participant or Authorized User shall immediately notify the Company upon becoming aware of an error or omission in Required Swap Creation Data for a Swap executed pursuant to these Rules. If such error or omission relates to a Block Trade, the Participant or Authorized User shall also immediately notify the counterparty to the Block Trade upon becoming aware of such error or omission.

503. Books and Records; Cooperation in Proceedings

- (a) Each Participant shall prepare and keep current all books, ledgers and other similar records required to be kept by it pursuant to the CEA, CFTC Regulations and these Rules and shall prepare and keep current such other books and records and adopt such forms as the Company may from time to time prescribe. Such books and records shall be made available to the Company, and its authorized representatives during regular business hours and Company agrees to adhere to Participant's reasonable logical and physical access and security procedures, and with respect to the CFTC, the Department of Justice and their respective authorized representatives, upon request in accordance with Applicable Law.
- ~~(b) Each Participant shall keep all books and records required to be kept by it pursuant to these Rules for a period of five years from the date on which they are first prepared unless otherwise provided in these Rules or required by law. Such books and records shall be readily accessible during the first two years of such five-year period. During such five-year period, all such books and records shall be made available for inspection by, and copies thereof shall be delivered to, the Company and its authorized representatives upon request.~~
- ~~(c)~~(b) Each Participant, Authorized User and Supervised Person shall provide the RSP with the same access to its books and records and offices as it is required to provide the Company under these Rules and Applicable Law.
- ~~(d)~~(c) The Upon reasonable prior notice, the Company may require a Participant to furnish such information concerning the Participant's business that is subject to these Rules as the Company deems necessary to enable it to perform its obligations under Applicable

Confidential Treatment Requested by TW SEF

Law, including information relating to (i) Swaps executed on the SEF ~~and in related derivatives markets~~, including ~~in the products underlying these Swaps, information required under CFTC Regulation 37.404(b)~~, and (ii) information requested by a government agency relating to the SEF and/or the Company's compliance with Applicable Law that the Company believes is maintained by, or otherwise in the possession of, a Participant.

~~(e)~~(d) All data and information provided to or obtained by the Company pursuant to this Rule 503 shall be subject to the provisions of Rule 1106.

504. System Security

Each Participant shall (i) be solely responsible for controlling and monitoring the use of all User IDs issued to it, or its Authorized Users by the Company, (ii) ensure that each Person accessing the SEF using such User IDs is assigned a unique password and that each password is used only by the Person to whom it is assigned, and (iii) notify the Company promptly upon becoming aware of any unauthorized disclosure or use of the User IDs or passwords or of any other reason for deactivating User IDs or passwords. Each Participant shall be bound by any actions taken through the use of its User IDs or passwords, including the execution of transactions, whether or not such actions were authorized by such Participant or any of its Supervised Persons or executed by anyone other than an Authorized User of such Participant, except to the extent that (a) Participant has notified the Company in writing that such User ID or password should be canceled or suspended and the Company has not taken appropriate actions within a reasonable time to cancel or suspend such User ID or password, or (b) unauthorized use of the User ID or password is the direct result of gross negligence or willful misconduct by the Company.

505. Front-End User Interface; Audit Trail

- (a) Each Participant shall be solely responsible for ensuring that any front-end interface connecting to the SEF that is not provided by the Company, and that is used by the Participant, its Authorized Users or any other Person using its User IDs, maintains a routing/front-end audit trail for all Orders or RFQs, including entry, modification, cancellation and responses to such messages, entered into the SEF through any gateway to the SEF, including the times thereof to the highest level of precision achievable by the Participant's operating system, but at least to the nearest ~~hundredth of a~~ second ("Audit Trail"). Data that are so captured must not be capable of being modified.
- (b) Participants shall maintain, or shall cause other third parties to whom they have provided connectivity to the SEF to maintain, Audit Trail data in the form and manner required by CFTC Regulations and in accordance with such additional requirements as may be established by the Company. Participants must have the ability to produce such data, or cause such data to be produced, in a standard format upon request of the Market Regulation Team.

506. Financial Requirements

Each Participant must notify the Company immediately upon becoming aware that it fails to satisfy the minimum financial requirements applicable to it, including the requirement to qualify as an Eligible Contract Participant. Participants shall submit financial and related information to the Company and the RSP in the form and manner reasonably requested by the SEF. A Participant that is unable to demonstrate to the Company that it is in compliance with such minimum financial requirements shall not engage in transactions subject to these Rules except for the purpose of closing open positions.

Confidential Treatment Requested by TW SEF

507. Restrictions on Activity

If the Company determines that the financial or operational condition of a Participant or one of its Affiliates is such that to allow that Participant to continue to have access to the SEF would adversely affect the Company or the financial markets, the Company may limit or restrict the number or type of Swaps that may be traded by such Participant on the SEF or terminate the Trading Privileges of such Participant, as well as the Trading Privileges of its and their Authorized Users.

508. Disaster Recovery; Business Continuity

- (a) Each Participant shall have written disaster recovery and business continuity policies and procedures in place to ensure it is able to operate in the event of a significant internal or external interruption to its operations.
- (b) The Company may prescribe additional and/or alternative requirements for a Participant's compliance with this Rule.

Chapter 6. BUSINESS CONDUCT

601. Rule Violations

It shall be a violation of these Rules for a Participant or any of its Authorized Users or Supervised Persons to violate any ~~term of a Swap or any~~ agreement made with the Company.

602. Just and Equitable Principles of Trade

It shall be a violation of these Rules for a Participant or any of its Authorized Users, or Supervised Persons to engage in conduct inconsistent with just and equitable principles of trade.

603. Fraudulent Acts

No Participant or any of its Authorized Users, or Supervised Persons shall engage in any fraudulent act or engage in any scheme to defraud, deceive, trick or mislead another person (including the Company or the RSP) in connection with or related to any Swap on or other activity related to the SEF.

604. Fictitious or Non-Competitive Transactions Prohibited

No Participant or any of its Authorized Users shall engage in fictitious or non-competitive transactions, or execute any such Order or RFQ with knowledge of its nature, except, in the case of Block Trades, in accordance with Rule 411.

605. Market Disruption Prohibited

Orders or RFQs entered into the SEF for the purpose of upsetting the equilibrium of the market in any Swap or creating a condition in which prices do not or will not reflect ~~fair market values~~ market values (based on market conditions and prices at the time such Order or RFQ is entered into the SEF, as determined by reference to available market data) are prohibited, and any Participant or any of its Authorized Users, or Supervised Persons who makes or assists in entering any such Order or RFQ with knowledge of the purpose thereof or who, with such knowledge, in any way assists in carrying out any plan or scheme for the entering of any such Order or RFQ will be deemed to have engaged in an act detrimental to the Company.

606. Market Manipulation Prohibited

No Participant or Authorized User shall manipulate attempt to manipulate the market in any Swap.

607. Disruptive Trading Practices Prohibited

No Participant or any of its Authorized Users, or Supervised Persons shall engage in any trading practice or conduct that constitutes a “disruptive trading practice,” as such term is described in Section 4c(a)(5) of the CEA and CFTC Regulations.

608. Prohibition of Misstatements

It shall be a violation of these Rules for a Participant or any of its Authorized Users or Supervised Persons to make any knowing misstatement of a material fact to the Company (including the Board, any Standing Committee, any other committee of the Company, any Disciplinary Panel or Appeals Panel or any Company Official) or to the RSP (including any members of its staff) or knowingly to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which they were made, not misleading.

609. Acts Detrimental

It shall be a violation of these Rules for a Participant or any of its Authorized Users, or Supervised Persons to engage in any act which is materially detrimental to the interest or welfare of Company's ability to operate the Company-SEF or comply with Applicable Law.

610. Supervision

A Participant shall be responsible for establishing, maintaining and administering supervisory procedures that are reasonably designed to ensure that its Authorized Users and Supervised Persons, if any, comply with these Rules, and may be held accountable for the actions of such Authorized Users and Supervised Persons.

611. Disclosing Orders, RFQs

Except as otherwise permitted by these Rules, no Participant or any of its Authorized Users, or Supervised Persons shall disclose to any Person that is not acting on behalf of such Participant the terms of any Order or RFQ prior to its entry into the SEF, except to other than (i) a Supervised Person of the same Participant for the sole purpose of executing or recording such Order or RFQ, (ii) a Company Official, or (iii) the RSP, the CFTC, the Department of Justice or any other regulatory or self-regulatory organization with jurisdiction over the Company or such Participant.

612. Front-Running Prohibited

No Authorized User shall enter an Order into the SEF for its own account when such Authorized User knows that he is in possession of an Order or RFQ for the same Swap that has not been executed, cancelled or expired.

613. Wash Sales Prohibited

No Person shall buy and sell a Swap, place or accept buy and sell Orders or RFQs in the same Swap, or knowingly execute or accommodate the execution of such Orders by direct or indirect means, if the Person knows or reasonably should know that the purpose of the transactions is to avoid taking a bona fide market position exposed to market risk. Buy and sell Orders or RFQs for different accounts with common Beneficial Ownership that are entered with the intent to negate market risk or price competition shall also be deemed to violate this Rule.

614. "Money passing," Pre-Arranged, Pre-Negotiated and Noncompetitive Transactions Prohibited

- (a) No Person may enter Orders or RFQs for the purpose of which is to enter into Swaps without a net change in either party's open positions but a resulting profit to one party and a loss to the other party, commonly known as a "money pass."
- (b) No Person shall pre-arrange or pre-negotiate any purchase or sale or noncompetitively execute any transaction.
- (c) The provisions of paragraph (b) shall not apply to Block Trades or Permitted Transactions.

615. Recordkeeping

- (a) Each Participant or Authorized User must include one of the following customer type indicator ("CTI") codes with each Order or RFQ:

- (i) CTI 1 - Transactions initiated and executed by a Participant for its own account, for an account it controls or for an account in which it has an ownership or financial interest.
- (ii) CTI 2 - Transactions executed for the proprietary account (as such term is defined in CFTC Regulation 1.3(y)) of a Participant or Clearing Member.
- (iii) CTI 3 - Transactions in which a Participant or Authorized User is trading (i) for the personal account of another Participant that is an individual or for the personal account of an Authorized User, (ii) for an account that is controlled by such other Participant or Authorized User, or (iii) for an account in which such other Participant or Authorized User has an ownership or financial interest.
- (iv) CTI 4 - Any transaction not within the definition of CTI 1, 2 or 3.

(b) The SEF will default [to](#) CTI 2 for all Orders.

616. Reporting Counterparty

The Reporting Counterparty for each Swap shall be established pursuant to CFTC Regulation 45.8 and in accordance with compliant industry practice.

Chapter 7. DISCIPLINE AND ENFORCEMENT

701. General

- (a) All Participants, Authorized Users, and other Supervised Persons shall be subject to the Company's jurisdiction. All Participants, Authorized Users and other Supervised Persons are subject to this Chapter 7 if they, or with respect to a Participant, any other Person using any of its User IDs, are alleged to have violated, or to have aided and abetted a violation of, or are about to violate, any Rule or any provision of Applicable Law for which the Company possesses disciplinary jurisdiction.
- (b) The Company, through the Market Regulation Team and the Disciplinary Panel, will conduct inquiries, investigations, disciplinary proceedings and appeals from disciplinary proceedings, summary impositions of fines, summary suspensions or other summary actions in accordance with this Chapter 7. Members of the Market Regulation Team shall not operate under the control of any person with Trading Privileges.
- (c) The Company may delegate any or all of its powers or responsibilities under this Chapter 7 to the RSP, which may take any action on behalf of the Company that the Company is permitted to take hereunder; provided, however, that the Company shall retain supervisory authority with respect to such powers and responsibilities and will document instances where its actions differ in any material respect from those recommended by the RSP. In the event of any such delegation, references to the Market Regulation Team in this Chapter 7 shall be construed to be references to the RSP.
- (d) No Company Official or member of the Board will interfere with or attempt to influence the process or resolution of any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action, except where such individual is a member of the enforcement staff or a member of the relevant Disciplinary Panel.
- (e) Any Participant, Authorized User, or other Supervised Person may be represented by counsel at their own expense during any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary actions pursuant to this Chapter 7.
- (f) The Company may hold a Participant or Authorized User liable for, and impose sanctions against such Participant or Authorized User for such Person's own acts and omissions, or ~~those of its Supervised Persons, agents, representatives or~~ any Person or API using a User ID of such Participant or Authorized User. The Company may additionally hold a Participant liable for the acts and omissions of its Authorized Users.

702. Inquiries and Investigation

- (a) The Market Regulation Team will investigate any matter within the Company's disciplinary jurisdiction of which it becomes aware. The Market Regulation Team will determine the nature and scope of its inquiries and investigations within its sole discretion and will function independently of any commercial interests of the Company.
- (b) The Market Regulation Team has the authority to:
 - (i) initiate and conduct inquiries and investigations;
 - (ii) prepare Investigation Reports and make recommendations concerning initiating disciplinary proceedings;

- (iii) prosecute alleged violations within the Company's disciplinary jurisdiction; and
 - (iv) represent the Company on an appeal to an Appeal Panel of any disciplinary proceeding, summary imposition of fines, summary suspension or other summary action.
- (c) Each Participant, Authorized User, and other Supervised Person:
- (i) is obligated to appear, testify and respond in writing to interrogatories within the time period required by the Market Regulation Team in connection with:
 - (A) any Rule;
 - (B) any inquiry or investigation; or
 - (C) any preparation by and presentation during a disciplinary proceeding or appeal from a decision in a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action by the Company;
 - (ii) is obligated to produce books, records, papers, documents or other tangible evidence in his possession, custody or control within the time period required by the Market Regulation Team in connection with:
 - (A) any Rule;
 - (B) any inquiry or investigation; or
 - (C) any preparation by and presentation during a disciplinary proceeding or appeal from a decision in any disciplinary proceeding, summary imposition of fines, summary suspension or other summary action by the Company; and
 - (iii) may not impede or delay any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action.

703. Reports of Investigations

- (a) The Market Regulation Team will maintain a log of all investigations and their disposition. The Market Regulation Team will prepare a written report of each investigation (the "Investigation Report"), regardless of whether the evidence gathered during any inquiry or investigation forms a reasonable basis to believe that a violation within the Company's jurisdiction has occurred or is about to occur or whether the evidence gathered results in closing the matter without further action or through summary action.
- (b) Any Investigation Report will include the reasons for initiating the investigation (including a summary of the complaint, if any), all relevant facts and evidence gathered and the analysis, conclusions and recommendation of the Market Regulation Team. For each potential respondent, the Market Regulation Team will recommend either (i) closing the investigation without further action, (ii) entering into a summary action, (iii) resolving the investigation through an informal disposition, including the issuance by the Market Regulation Team of a warning letter (provided that no more than one warning letter for the same violation may be issued to the same potential respondent during a rolling 12-month period), (iv) initiating disciplinary proceedings, or (v) negotiating a settlement. An informal disposition (including the issuance of a warning letter by the Market Regulation Team) will not constitute a finding of a violation or a sanction.
- (c) The Market Regulation Team shall provide the Investigation Report to the Chief Compliance Officer, who shall determine whether the Investigation Report is complete.

- (d) The Market Regulation Team shall complete each investigation ~~by~~ in a timely manner and, absent mitigating factors, no later than 12 months after the date that such investigation was opened.

704. Opportunity to Respond

- (a) After completing the Investigation Report, the Market Regulation Team may, upon approval of the Chief Compliance Officer, notify each potential respondent that the Market Regulation Team has recommended formal disciplinary charges against each such potential respondent.
- (b) The Market Regulation Team may allow a potential respondent to propose a settlement of the matter or to submit a written statement explaining why either a disciplinary proceeding should not be instituted or one or more of the potential charges should not be brought. The potential respondent shall submit such written statement within the time limit established by the Market Regulation Team.

705. Review of Investigation Reports

- (a) After the completion of the Investigation Report and the receipt of any submission made by the potential respondent pursuant to Rule 704(b), the Market Regulation Team will, within 30 days, take one of the following actions:
 - (i) If the Market Regulation Team determines that additional investigation or evidence is needed to decide whether a reasonable basis exists to believe that a violation within the Company's jurisdiction has occurred or is about to occur, it will conduct further investigation.
 - (ii) If the Market Regulation Team determines that a reasonable basis exists to believe that a violation within the Company's jurisdiction has occurred or is about to occur, the potential respondent will be served with a notice of charges and proceed in accordance with this Chapter 7.
 - (iii) If the Market Regulation Team determines that disciplinary proceedings are unwarranted, it may issue a warning letter setting forth, in writing, the facts and analysis supporting the decision.
 - (iv) If the Market Regulation Team determines that no reasonable basis exists to believe that a violation within the Company's jurisdiction has occurred or is about to occur, it may direct that no further action be taken. Upon such determination, the Market Regulation Team will provide a written statement setting forth the facts and analysis supporting the decision.

706. Notice of Charges

- (a) If the Market Regulation Team authorizes disciplinary proceedings pursuant to Rule 705(a)(ii), it will prepare, and serve in accordance with Rule 708, a notice of charges.
- (b) A notice of charges will:
 - (i) state the acts, practices or conduct in which the respondent is alleged to have engaged;
 - (ii) state the Rule alleged to have been violated or about to be violated;
 - (iii) advise the respondent of its right to a hearing and its right to be represented by legal counsel or any other representative of its choosing (other than a Director,

Officer or employee of the Company, any member of the Disciplinary Panel or any Person substantially related to the disciplinary proceedings such as a material witness or other respondent) in all succeeding stages of the disciplinary process;

- (iv) state the period of time within which the respondent can request a hearing on the notice of charges, which will not be less than 20 days after service of the notice of charges;
- (v) advise the respondent that any failure to request a hearing within the period stated, except for good cause, will be deemed to constitute a waiver of the right to a hearing; and
- (vi) advise the respondent that any allegation in the notice of charges that is not expressly denied will be deemed to be admitted.

707. Answer to Notice of Charges

- (a) If the respondent determines to answer a notice of charges, the respondent must file an answer within 20 days after being served with such notice, or within such other time period determined appropriate by the Chief Compliance Officer.
- (b) To answer a notice of charges, the respondent must in writing:
 - (i) for each allegation set forth in the notice of charges,
 - (A) admit such allegation,
 - (B) deny such allegation, or
 - (C) affirmatively state that the respondent does not have and is unable to obtain sufficient information to admit or deny such allegation, which shall have the effect of a denial of such allegation;
 - (ii) specify any specific facts that contradict the notice of charges;
 - (iii) specify any affirmative defenses to the notice of charges;
 - (iv) sign and serve the answer on the Chief Compliance Officer; and
 - (v) if applicable, request a hearing before a Disciplinary Panel.
- (c) Any failure by the respondent to timely serve an answer to a notice of charges will be deemed to be an admission to the allegations in such notice. Any failure by the respondent to answer one or more allegations in a notice of charges will be deemed to be an admission of that allegation or those allegations. Any allegation in a notice of charges that the respondent fails to expressly deny will be deemed to be admitted. A general denial by the respondent, without more, will not satisfy the requirements of paragraph (b) of this Rule 707.
- (d) If a respondent admits or fails to specifically deny any of the allegations in the notice of charges, the Disciplinary Panel shall find that the violations set forth in such allegations have been committed and shall impose a sanction for such violations. The Disciplinary Panel shall promptly notify the respondent in writing of any sanction imposed pursuant to this Rule 707 and advise the respondent that the respondent may request a hearing on such sanction within 20 days of the respondent being served with such notice. Any failure by the respondent to timely request a hearing with respect to a notice of sanctions will be deemed to be an acceptance of the sanctions in such notice and waiver of any right to appeal such sanctions.
- (e) A respondent shall be granted a hearing before a Disciplinary Panel for every instance in which such respondent (i) denies an allegation and requests a hearing in accordance

~~Confidential Treatment Requested by TW SEF~~

with paragraph (b) above, or (ii) requests a hearing in accordance with paragraph (d) above.

708. Service of Notice of Charges

Any notice of charges or other documents contemplated to be served pursuant to this Chapter 7 may be served (and service shall be deemed complete) either: (i) upon the respondent personally, by leaving the same at his place of business or by deposit in the United States mail, postage prepaid, via registered or certified mail addressed to the respondent at the address as it appears on the books and records of the Company, or (ii) transmittal by electronic mail to the respondent's electronic mail address as it appears on the books and records of the Company, if followed by a hard copy of the document sent promptly thereafter by registered or certified mail addressed to the respondent at the respondent's address as it appears on the books and records of the Company.

709. Settlements

- (a) A respondent or potential respondent may at any time propose in writing an offer of settlement to anticipated or instituted disciplinary proceedings. Any offer of settlement should contain proposed findings and sanctions and be signed by the respondent or potential respondent and submitted to the Market Regulation Team. A respondent or potential respondent may offer to settle disciplinary proceedings without admitting or denying the findings contained in the order of the disciplinary proceedings but must accept the jurisdiction of the Company over it and over the subject matter of the proceedings and consent to the entry of the findings and sanctions imposed.
- (b) If a respondent or potential respondent submits an offer of settlement in accordance with paragraph (a) of this Rule 709, the Market Regulation Team will forward the offer to the Disciplinary Panel with a recommendation on whether to accept or reject the offer. The respondent or potential respondent may withdraw such offer of settlement at any time before acceptance by the Disciplinary Panel, but may not withdraw such offer at any time after acceptance by the Disciplinary Panel.
- (c) The Disciplinary Panel may accept the offer of settlement, but may not alter the terms of a settlement offer unless the respondent or potential respondent agrees.
- (d) If an offer of settlement is accepted by the Disciplinary Panel, it shall issue a written decision specifying:
 - (i) the Rule violations it has reason to believe were committed, including the basis or reasons for its conclusions;
 - (ii) any sanction to be imposed, which must include full customer restitution where customer harm has been demonstrated; and
 - (iii) if applicable, that the respondent has accepted the sanctions imposed without either admitting or denying the Rule violations.
- (e) In the event that the Disciplinary Panel accepts an offer of settlement without the agreement of the Market Regulation Team, the decision must adequately support such acceptance.
- (f) If an offer of settlement is accepted and the related order of disciplinary proceedings becomes final, the respondent's submission of the offer will be deemed to constitute a waiver of the right to notice, opportunity for a hearing and review and appeal under these Rules.

- (g) If the offer of settlement of a respondent or potential respondent is not accepted by the Disciplinary Panel, fails to become final or is withdrawn by the respondent or potential respondent before its acceptance by the Disciplinary Panel, the matter will proceed as if the offer had not been made and the offer and all documents relating to it will not become part of the record. Neither a respondent or potential respondent nor the Market Regulation Team may use an unaccepted offer of settlement as an admission or in any other manner at a hearing of, or appeal from, disciplinary proceedings.

710. Disciplinary Panels

- (a) The Disciplinary Panel shall conduct hearings in connection with any disciplinary proceedings (except for summary impositions of fines pursuant to Rule 717), to make findings, render decisions, and impose sanctions pursuant to this Chapter 7.
- (b) Each Disciplinary Panel shall be composed of three individuals selected by the Chief Compliance Officer. Except in cases limited to the timely submission of accurate records, each Disciplinary Panel shall consist of at least one individual who would not be disqualified from serving as a Public Director, who shall chair the Disciplinary Panel.
- (c) No member of the Market Regulation Team may serve on a Disciplinary Panel.
- (d) Except as may otherwise be provided in these Rules, the Board may at any time remove any member of a Disciplinary Panel for cause.
- (e) Within 10 days of being notified of the appointment of the Disciplinary Panel, a respondent may seek to disqualify any individual named to the Disciplinary Panel for the reasons identified in these Rules, by serving written notice on the Chief Compliance Officer and providing a copy thereof to the chairman of the Disciplinary Panel. By not timely filing a request for disqualification, the respondent will be deemed to have waived any objection to the composition of a Disciplinary Panel. The Chief Compliance Officer will decide in his sole discretion the merits of any request for disqualification. Any such decision will be final and not subject to appeal.
- (f) All information, records, materials and documents provided to the Disciplinary Panel and all deliberations, testimony, information, records, materials and documents related thereto shall be treated as non-public and confidential and shall not be disclosed, except as necessary to further a Company investigation or as otherwise required by law. No individual shall serve on a Disciplinary Panel unless that individual has agreed in writing that he will not publish, divulge, or make known in any manner facts or information regarding the business of any Person or other information which may come to his or her attention in his official capacity as a member of the Disciplinary Panel, except (i) when reporting to the Board or to a Standing Committee concerned with such information, (ii) when reporting to the Market Regulation Team, (iii) when requested by the CFTC or other government agency, or (iv) when compelled to testify in any judicial or administrative proceeding.

711. Convening Hearings of Disciplinary Proceedings

- (a) All disciplinary proceedings (except for summary impositions of fines pursuant to Rule 717) will be conducted at a hearing before a Disciplinary Panel. Hearings will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Disciplinary Panel may appoint an expert to attend any hearing and assist in deliberations if such expert agrees to be subject to an appropriate confidentiality agreement.

- (b) After reasonable notice to each respondent, the Disciplinary Panel will promptly convene a hearing to conduct the disciplinary proceedings with respect to such respondent. Parties to a disciplinary proceeding include each respondent and the Market Regulation Team.
- (c) The chairman of the Disciplinary Panel may continue, adjourn or otherwise conduct the hearing, as he may deem appropriate. The chairman of the Disciplinary Panel will determine all procedural and evidentiary matters, including the admissibility and relevance of any evidence proffered. In determining procedural and evidentiary matters, the chairman of the Disciplinary Panel will not be bound by any evidentiary or procedural rules or law. Once admitted during the hearing, the Disciplinary Panel may consider, and attach the weight it believes appropriate to, evidence or other materials. The Company's Legal Department will provide guidance to the chairman of the Disciplinary Panel on the conduct of the hearing.
- (d) Except for procedural and evidentiary matters decided by the chairman of the Disciplinary Panel pursuant to paragraph (c) of this Rule 711 and Rule 712 below, unless each respondent otherwise consents, the entire Disciplinary Panel must be present during the entire hearing and any related deliberations.

712. Respondent Review of Evidence

- (a) Prior to the commencement of a hearing, each respondent will be given the opportunity, subject to (b), (c) and (d) below, to review all books, records, documents, papers, transcripts of testimony and other tangible evidence in the possession or under the control of the Company that the Market Regulation Team will use to support the allegations and proposed sanctions in the notice of charges or which the chairman of the Disciplinary Panel deems relevant to the disciplinary proceedings. Notwithstanding the foregoing, no respondent will have the right to review, and the Company will have no obligation to disclose, any information protected by attorney-client privilege. All requests for such information must be made not less than 10 days prior to the scheduled hearing date, unless the chairman of the Disciplinary Panel agrees otherwise.
- (b) If any books, records, documents, papers, transcripts of testimony, or other tangible evidence contain information that could adversely affect the competitive position of the Person providing the information or if such information might compromise other investigations being conducted by the Market Regulation Team, the Market Regulation Team may redact, edit or code such information before furnishing it to the respondent.
- (c) Notwithstanding anything in paragraph (b) of this Rule 712 to the contrary, the Market Regulation Team:
 - (i) will not redact, edit or code competitive or investigative information contained in documents in a manner that would materially impair the respondent's ability to defend against the allegations or proposed sanctions in the notices of charges, and
 - (ii) will provide the respondent with access to the information and portions of the documents that the Market Regulation Team intends to rely on to support the allegations or proposed sanctions in the notice of charges.
- (d) For purposes of this Rule 712, information that could adversely affect competitive positions includes positions in Swaps currently held, trading strategies employed in establishing or liquidating positions, the identity of any Participant or Authorized User and the personal finances of the Person providing the information.

- (e) The respondent shall treat as confidential all data and information provided to it pursuant to this Rule 712, and shall not disclose any such data or information, except as necessary to the respondent's defense of notice of charges and any appeal of the decision of the Disciplinary Panel.

713. Conducting Hearings of Disciplinary Panels

- (a) At a hearing conducted in connection with any disciplinary proceedings, the Market Regulation Team will present its case supporting the allegations and proposed sanctions in the notice of charges to the Disciplinary Panel. If a respondent has timely filed an answer to the notice of charges in accordance with Rule 707, the respondent is entitled to attend and participate in the hearing.
- (b) At a hearing conducted in connection with any disciplinary proceedings, the Market Regulation Team and each respondent may:
 - (i) present evidence and facts determined relevant and admissible by the chairman of the Disciplinary Panel;
 - (ii) call and examine witnesses; and
 - (iii) cross-examine witnesses called by other parties.
- (c) If the respondent fails to file an answer, has filed a general denial, or if any or all of the allegations in the notice of charges are not expressly denied in the respondent's answer, the chairman of the Disciplinary Panel may limit evidence concerning any allegations not expressly denied in determining the sanctions to impose. If a respondent fails to file an answer but appears at the hearing, the respondent may not participate in the hearing (by calling or cross-examining witnesses, testifying in defense, presenting evidence concerning the notice of charges, or otherwise) unless the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer. If the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer, the Disciplinary Panel will adjourn the hearing and direct the respondent to promptly file the written answer in accordance with Rule 707.
- (d) Any Person entitled, or required or called upon, to attend a hearing before a Disciplinary Panel pursuant to paragraph (b)(ii) of this Rule 713 will be given reasonable notice, confirmed in writing, specifying the date, time and place of the hearing, and the caption of the disciplinary proceedings. The Company will require all Participants (that are individuals), Authorized Users and other Supervised Persons that are called as witnesses to appear at the hearing and produce evidence. The Company will make reasonable efforts to secure the presence of all other Persons called as witnesses whose testimony would be relevant.
- (e) If during any disciplinary proceedings the Disciplinary Panel determines that a reasonable basis exists to believe that the respondent violated a Rule or a provision of Applicable Law other than the violations alleged in the notice of charges, the Disciplinary Panel may consider those apparent violations after providing the respondent with an opportunity to answer the additional allegations in accordance with Rule 707. In connection with considering apparent violations pursuant to this paragraph (e), the Disciplinary Panel may request that the Market Regulation Team provide the Disciplinary Panel with any additional information.
- (f) The Disciplinary Panel may summarily impose sanctions on any Participant, Authorized User or other Supervised Person that impedes or delays the progress of a hearing.
- (g) The Company will arrange for any hearing conducted in connection with disciplinary proceedings to be recorded ~~hearing~~-verbatim, or substantially verbatim, in a manner

~~Confidential Treatment Requested by TW SEF~~

capable of accurate transcription. The record shall not be transcribed unless requested by CTFC staff or the respondent or the decision is appealed. If the respondent requests a copy of all or portions of the recording of a hearing, the chairman of the Disciplinary Panel may within his sole discretion order the respondent to pay the costs for transcribing the recording of the hearing.

- (h) No interlocutory appeals of rulings of any Disciplinary Panel or chairman of the Disciplinary Panel are permitted.

714. Decision of Disciplinary Panel

- (a) As promptly as reasonable following a hearing, the Disciplinary Panel will issue an order rendering its decision based on the weight of the evidence contained in the record of the disciplinary proceedings. A decision by a majority of the Disciplinary Panel will constitute the decision of the Disciplinary Panel.
- (b) The Company will serve a copy of the order of the Disciplinary Panel on the respondent and the Market Regulation Team. The order will include:
 - (i) the notice of charges or summary of the allegations;
 - (ii) the answer, if any, or a summary of the answer;
 - (iii) a brief summary of the evidence introduced at the hearing (or, where appropriate, incorporation by reference of the Investigation Report);
 - (iv) findings of fact and conclusions concerning each allegation, including each specific Rule that the respondent is found to have violated;
 - (v) the imposition of sanctions, if any, and the effective date of each sanction; and
 - (vi) notice of the respondent's right to appeal pursuant to Rule 716.
- (c) A Disciplinary Panel shall be dissolved automatically when it has decided the matter for which it was appointed and has notified the respondent and the Chief Compliance Officer in writing of its decision.
- (d) Unless a timely notice of appeal is filed pursuant to Rule 716, the order of the Disciplinary Panel will become final upon the expiration of 20 days after the order is served on the respondent and a copy thereof is provided to the Market Regulation Team.

715. Sanctions

- (a) After notice and opportunity for hearing in accordance with these Rules, the Company will impose sanctions if any Participant, Authorized User, other Supervised Person or other Person using any of the Participant's User IDs is found to have violated or to have attempted to violate a Rule or provision of Applicable Law for which the Company possesses disciplinary jurisdiction. Any such sanctions shall take into account the respondent's disciplinary history (if any). The Company may impose one or more of the following sanctions or remedies:
 - (i) a warning letter, provided that no more than one warning letter may be issued to the same respondent found to have committed the same rule violation within a rolling 12-month period;
 - (ii) censure;
 - (iii) limitation, restriction or qualification of Trading Privileges or other activities, functions or operations;

- (iv) suspension of Trading Privileges for a period not to exceed 12 months;
 - (v) fine (subject to paragraph (b) of this Rule 715);
 - (vi) restitution or disgorgement;
 - (vii) termination of Trading Privileges;
 - (viii) expulsion; or
 - (ix) any other sanction or remedy deemed to be appropriate.
- (b) The Company may impose a fine of up to \$25,000 for each violation. If a fine or other amount is not paid within 30 days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the quoted prime rate plus three per cent. The Company has sole discretion to select the bank on whose quotations to base the prime rate. Each Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Authorized Users or Supervised Persons.

716. Appeal from Disciplinary Panel Decision, Summary Impositions of Fines and Other Summary Actions

- (a) Each respondent found by the Disciplinary Panel to have violated (or, in the case of a Participant, whose Authorized User, Supervised Person or other Person using its User ID was found to have violated) a Rule or who is subject to any summary fine imposed pursuant to Rule 717 or any summary action imposed pursuant to Rule 718 may appeal the decision within 20 days of receiving the order of the Disciplinary Panel or the notice of summary action, as the case may be, by filing a notice of appeal with the Chief Compliance Officer.
- (b) The Market Regulation Team may appeal all or any part of a decision of the Disciplinary Panel, including any sanctions that may or may not have been imposed by the Disciplinary Panel, within 20 days of receiving the order of the Disciplinary Panel, by filing a notice of appeal with the Chief Compliance Officer.
- (c) While an appeal is pending, the effect of the order of the Disciplinary Panel or the summary action (including any sanctions, remedies or costs imposed thereby) shall be suspended.
- (d) The notice of appeal must state in writing the grounds for appeal, including the findings of fact, conclusions or sanctions to which the respondent objects. An appellant may appeal the order of the Disciplinary Panel or any summary action on the grounds that:
- (i) the order or summary action was arbitrary, capricious, an abuse of discretion, or not in accordance with these Rules;
 - (ii) the order or summary action exceeded the authority or jurisdiction of the Disciplinary Panel, the Chief Compliance Officer or the Company;
 - (iii) the order or summary action failed to observe required procedures;
 - (iv) the order or summary action was unsupported by the facts or evidence; or
 - (v) the sanctions, remedies or costs which were imposed were inappropriate or unsupported by the record.
- (e) The Chief Compliance Officer will forward copies of any notice of appeal received by it to all parties to the disciplinary proceeding or summary action, as the case may be, except the appellant. On or before the 20th day after filing a notice of appeal, the appellant must file with the Chief Compliance Officer and serve on the Market Regulation Team a brief supporting the notice of appeal and documents supporting the

brief. On or before the 20th day after the date on which the appellant serves their supporting brief, the appellee must file and serve its brief in opposition. On or before the 10th day after the date on which the appellee serves its brief in opposition, the appellant must file and serve a brief in reply on the Market Regulation Team.

- (f) In connection with any appeal, the Market Regulation Team will furnish to the Chief Compliance Officer and to the respondent/appellant a transcript of the hearing, any exhibits introduced at the hearing, the notice of appeal and briefs filed to support and oppose the appeal.
- (g) No later than 30 days after the last submission filed pursuant to paragraph (ed) of this Rule 716, the Chief Compliance Officer will appoint an Appeals Panel to consider and determine the appeal. An Appeals Panel shall be comprised of three individuals, none of whom shall be a member of the Market Regulation Team or have been a member of any Disciplinary Panel involved in the matters on appeal. The chairman of the Appeals Panel shall be an individual who would not be disqualified from serving as a Public Director.
- (h) Within 10 days of being notified of the appointment of the Appeals Panel, a respondent may seek to disqualify any individual named to the Appeals Panel for the reasons identified in these Rules, by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the respondent will be deemed to have waived any objection to the composition of the Appeals Panel. The Chief Compliance Officer will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.
- (i) The Appeals Panel may hold a hearing to allow parties to present oral arguments. Any hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Appeals Panel may appoint an expert to attend any hearing and assist in the deliberations if such individuals agree to be subject to appropriate confidentiality agreements. In determining procedural and evidentiary matters, the Appeals Panel will not be bound by evidentiary or procedural rules or law.
- (j) The Appeals Panel will only consider on appeal the record before the Disciplinary Panel or, in the case of a summary action, the record considered by the Chief Compliance Officer, the notice of appeal, the briefs filed in support and opposition of the appeal, and any oral arguments of the parties. The Appeals Panel may only consider new evidence when the Appeals Panel is satisfied that good cause exists for why the evidence was not introduced during the disciplinary proceeding or when imposing the summary action.
- (k) After completing its review, the Appeals Panel may affirm, modify or reverse any order of the Disciplinary Panel or summary action under appeal, in whole or in part, including increasing, decreasing or eliminating any sanction or remedy imposed, imposing any other sanction or remedy authorized by these Rules, or remanding the matter to the same or a different Disciplinary Panel for further disciplinary proceedings or for reconsideration by the Chief Compliance Officer in the case of summary action. The Appeals Panel may order a new hearing for good cause or if the Appeals Panel deems it appropriate.
- (l) As promptly as reasonably possible following its review, the Appeals Panel will issue a written decision on appeal rendering its decision based on the weight of the evidence before the Appeals Panel. The decision of the Appeals Panel will include a statement of findings of fact and conclusions for each finding, sanction, remedy and cost reviewed on appeal, including each specific Rule and provision of Applicable Law that the respondent is found to have violated, if any, and the imposition of sanctions, remedies and costs, if any, and the effective date of each sanction, remedy or cost.

- (m) The Appeals Panel's written order on appeal (including findings of fact and conclusions and the imposition of sanctions, remedies and costs, and the effective date of any sanction, remedy cost) will be the final action of the Company and will not be subject to appeal within the Company.

717. Summary Imposition of Fines

- (a) The Chief Compliance Officer may summarily impose a fine against a Participant (on behalf of itself or any of its Authorized Users, other Supervised Persons or other Persons using any of its User IDs), or Authorized User for failing:
 - (i) to timely pay fees, cost, charges or fines to the Company or a DCO;
 - (ii) to make timely and accurate submissions to the Company of notices, reports or other information required by these Rules; and
 - (iii) to keep any books and records required by these Rules.
- (b) The Market Regulation Team, acting on behalf of the Chief Compliance Officer, will give notice of any fine imposed pursuant to this Rule 717 to each Participant or Authorized User subject thereto. The notice will specify (i) the violation of these Rules for which the fine is being imposed, (ii) the date of the violation and (iii) the amount of the fine. Within 20 days of serving the notice of fine, the Participant, or Authorized User, as the case may be, must either pay or cause the payment of the fine or file notice of an appeal pursuant to Rule 716. Unless timely notice of appeal is filed pursuant to Rule 716, the fine will become final upon the expiration of 20 days after the notice of fine is served on the Participant, or Authorized User, as the case may be.
- (c) The Company will set the amount of any fines imposed pursuant to this Rule 717, with the maximum fine for each violation not to exceed \$5,000. Summary imposition of fines pursuant to this Rule 717 will not preclude the Company from bringing any other action against the Participant, or Authorized User, as the case may be.

718. Summary Suspensions and Other Summary Actions

- (a) Notwithstanding anything in these Rules to the contrary, if the Chief Compliance Officer believes that immediate action is necessary to protect the best interests of the Company or the marketplace, the Chief Compliance Officer may, after consultation with the Regulatory Oversight Committee summarily suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of a Participant or Authorized User and take other summary action against a Participant or any of its Authorized Users or Supervised Persons in accordance with these Rules.
- (b) Whenever practicable, the Market Regulation Team, acting on behalf of the Chief Compliance Officer, shall provide prior written notice to the party against whom any action in accordance with paragraph (a) shall be taken. If prior notice is not practicable, the Company will give notice at the earliest possible opportunity to the respondent against whom the action is brought. The Market Regulation Team, acting on behalf of the Chief Compliance Officer, will prepare a notice of summary action (which will state the action, the reasons for the action, and the effective time, date and duration of the action) and serve the notice on such party and advise the recipient of the notice of its right to a prompt hearing before a Disciplinary Panel and its right to be represented by legal counsel or other representative at such hearing. A request by the recipient of the notice for such a hearing shall not delay the effectiveness of the summary action.
- (c) At the request of the Company, a respondent against whom a summary action is brought pursuant to this Rule 718 must provide books and records over which the

respondent has access or control and must furnish information to, or appear or testify before, the Company or the Disciplinary Panel with the enforcement of any Rule.

- (d) If a hearing is requested pursuant to paragraph (b) of this Rule 718, the Disciplinary Panel will promptly convene a hearing to be conducted in accordance with Rule 713.
- (e) As promptly as reasonably possible after the hearing, the Disciplinary Panel will issue to the respondent a written order affirming, modifying, or reversing the summary action. The order will include a description of the summary action taken, a summary of the evidence introduced at the reinstatement hearing, a statement of findings of fact and conclusions, a description of any action taken or to be taken by the Company, and the effective date, time and duration thereof.
- ~~(e)(f)~~ Any decision of a Disciplinary Panel pursuant to this Rule 718 will be the final action of the Company, and not subject to appeal within the Company upon serving the respondent with a copy of the decision.

719. Reinstatement after Summary Suspension

- (a) A respondent whose Trading Privileges are suspended, revoked, limited, conditioned, restricted or qualified pursuant to Rule 718 may apply for reinstatement by filing with the Market Regulation Team a written request stating the applicant's reasons for seeking reinstatement. The Company will not consider a respondent's request for reinstatement if the respondent
 - (i) owes any fines, fees, charges or costs to the Company,
 - (ii) continues to fail to appear at disciplinary proceedings without good cause or
 - (iii) continues to impede the progress of disciplinary proceedings.
- (b) Within a reasonable period after the filing of a request for reinstatement, the Appeals Panel will conduct a hearing to consider the request. At the hearing for reinstatement, the respondent will present its ~~his~~ case supporting the reinstatement and the Market Regulation Team, acting on behalf of the Chief Compliance Officer may, in its discretion, present its case opposing or supporting the reinstatement and each may present relevant and admissible evidence and facts and call, examine and cross-examine witnesses. At the hearing for reinstatement, the Company may require any Participant, Authorized User, or other Supervised Person to appear as witnesses and produce evidence if the Appeals Panel determines that the evidence is relevant.
- (c) As promptly as reasonably possible after a reinstatement hearing, the Appeals Panel will issue an order reinstating, denying the reinstatement, or placing conditions on the reinstatement of the Trading Privileges of the respondent. The order will include a brief summary of the evidence introduced at the reinstatement hearing; and, if applicable, findings of fact and conclusions not contained in the notice of summary action issued pursuant to Rule 718(b) above. The order of the Appeals Panel may not be appealed.

720. Rights and Responsibilities after Suspension or Termination

- (a) When the Trading Privileges of a Participant or Authorized User are suspended for a period of 12 months or less, none of its rights and Trading Privileges (including the right to hold oneself out to the public as a Participant or Authorized User or enter Orders or RFQs into the SEF and receive Participant rates for fees, costs, and charges and deposit margin at Participant levels) will apply to such Participant or Authorized User during the period of the suspension, except for the right to assert claims against others as provided in Chapter 8 of these Rules. Any such suspension will not affect the rights of

creditors under these Rules or relieve the Participant or Authorized User of its obligations under these Rules to perform any Swaps entered into before the suspension, or for any Company fees, costs, or charges incurred during the suspension. The Company may discipline a suspended Participant or Authorized User under this Chapter 7 for any violation of a Rule or provision of Applicable Law committed by the Participant or Authorized User before, during or after the suspension.

- (b) When the Trading Privileges of a Participant or Authorized User are terminated, all of its rights and Trading Privileges will terminate, except for the right of the Participant or Authorized User in question to assert claims against others, as provided in Chapter 8 of these Rules. Any such termination will not affect the rights of creditors under these Rules. A terminated Participant or Authorized User may only seek to reinstate his Trading Privileges by providing the Company with satisfactory evidence that he complies with Rule 303. The Company will not consider the application of a terminated Participant or Authorized User if such Participant or Authorized User, as the case may be, fails to appear at disciplinary proceedings without good cause or impedes the progress of disciplinary proceedings.
- (c) A suspended or terminated Participant or Authorized User remains subject to these Rules and the jurisdiction of the Company for any acts or omissions prior to the suspension or termination, and must cooperate in any inquiry, investigation, disciplinary proceeding, appeal from disciplinary proceedings, summary suspension or other summary action as if the suspended or terminated Participant or Authorized User still had Trading Privileges.

721. Notice of Disciplinary Proceedings

The Company will provide written notice of disciplinary proceedings to the parties and the RSP consistent with applicable CFTC Regulations. Whenever the Company suspends, expels, fines or otherwise disciplines, or denies any Person access, to the Company, the Company will make the public disclosures required by CFTC Regulations.

Chapter 8. ARBITRATION

801. General

- (a) Except as otherwise provided in these Rules, Participants and Authorized Users shall arbitrate pursuant to these Rules in this Chapter 8 all disputes, controversies and claims between or among themselves arising out of a Swap or the use of the systems or services of the Company or the services, equipment, or facilities used to support such systems or services, including, without limitation, the SEF. Any such claim against a Participant shall be brought within two years from the time that a cause of action has accrued. This Rule 801 shall in no way be construed to create a cause of action and shall not authorize an action that would otherwise be prohibited by these Rules or Applicable Law. If for any reason a court of competent jurisdiction finds that a dispute is not arbitrable, such dispute may be litigated only in accordance with Rule 1113.
- (b) Notwithstanding the foregoing, this Rule 801 does not apply to disputes between Participants or Authorized Users that: (i) such Persons are required by the rules of a self-regulatory organization to submit to the dispute resolution procedures of that self-regulatory organization; or (ii) such Persons have, by valid and binding agreement, committed to negotiate or litigate in a forum other than the forum set out in Rule 802.

802. Forum and Arbitration Rules

NFA will conduct any and all arbitrations of a type described in Rule 801 pursuant to NFA's Member Arbitration Rules, as if each Participant to such arbitration was an "NFA Member," and references in the Member Arbitration Rules to an "Associate" of an "NFA Member" shall mean and include an Authorized User.

803. Initiating an Arbitration Claim

- (a) A Participant or Authorized User may initiate an arbitration claim by submitting the required documents and fees to NFA.
- (b) A Participant or Authorized User submitting an arbitration claim shall provide notice of such claim to the Company.

804. Claims Relating to Trade Cancellations or Price Adjustments

All claims relating to trade cancellations or price adjustments pursuant to Rule 407 shall be arbitrated in accordance with this Chapter 8.

805. Penalties

- (a) Any failure on the part of any Participant or Authorized User to arbitrate a case subject to arbitration, or the commencement by any such Participant or its Person of a suit in any court prior to arbitrating a case subject to arbitration, violates these Rules and subjects such Person to disciplinary proceedings pursuant to Chapter 7.
- (b) The Company may summarily suspend, pursuant to Chapter 7, a Participant or Authorized User that fails to satisfy an arbitration award rendered in any arbitration conducted pursuant to this Chapter 8.

Chapter 9. SWAPS

901. Swap Specifications

Each Swap will meet such specifications, and all trading in such Swap will be subject to such procedures and requirements, as set forth in the terms and conditions governing such Swap and posted on the website of the Company.

902. Swap Modifications

The specifications for, and the procedures and requirements for trading, any Swap may not be modified in any respect without the prior approval of the Company.

903. Settlement of Uncleared Swaps

Settlement of all Uncleared Swaps shall be ~~done~~effected bilaterally between the parties to the Uncleared Swap pursuant to the terms of such Uncleared Swap and applicable agreements between the parties to the trade, and the Company shall not have any responsibility for any element of such settlement.

Chapter 10. CLEARING

1001. Rules of the Derivatives Clearing Organization

The clearing services provided by the DCO with respect to any Cleared Swap, and the rights and obligations of purchasers and sellers under Cleared Swaps (including rights and obligations in respect of clearing and settlement, variation payments and performance at maturity), will be governed by the rules of the DCO.

1002. Clearing Services

- (a) The Company is responsible for the submission of each Cleared Swap to the Clearing Member designated by each Participant that is a party to the Swap at the DCO selected by the Participants to the Swap.
- (b) The Company shall provide facilities to route each Cleared Swap to the DCO identified by the parties to such Cleared Swap.
- (c) The Company may modify, limit or discontinue the routing facilities described in paragraph (b) above upon no less than 60 days' prior notice to Participants.

~~1003. Pre-Trade Credit Check~~

~~For a Participant that is not a Clearing Member, prior to submitting an Order in the Order Book for a Cleared Swap, the Participant (and if the Participant is an Account Manager, only if the Account Manager is verifying on behalf of its client account(s)) must obtain confirmation from its Clearing Member that it has sufficient credit or trading limit with the Clearing Member to which the Swap transaction will be submitted to guarantee the obligations of the Participant at the DCO. If the RFQ Requester engages its Clearing Member to confirm it has sufficient credit or trading limits prior to submitting such RFQ, and confirmation is not obtained, the SEF will communicate to the potential RFQ Recipients that no such confirmation has been obtained for such Participant on that potential trade, but the SEF will not cancel or block the trade from occurring, and shall be subject to Rule 1004.~~

1003. Clearing Arrangements

- (a) As a condition to entering or aggressing on an Order in the Order Book or submitting or responding to an RFQ, in each case for a Cleared Swap, a Participant that is not a Clearing Member must, for each Cleared Swap, designate a Clearing Member to clear the Participant's side of the Cleared Swap that has entered into a Clearing Member Relationship Agreement with the SEF designating (on the Customer List attached to such Clearing Member Relationship Agreement or pursuant to the Clearing Member/Participant onboarding process established by the SEF) the Participant as a customer or proprietary account of the Clearing Member with respect to that class of Cleared Swaps and the DCO designated for clearing the Cleared Swap. This Rule 1003(a) does not apply to a Participant that is an Account Manager to the extent such Account Manager has entered into and satisfies the terms of an agreement with each relevant Clearing Member that is consistent with the requirements of CFTC Regulation 1.73(a)(2)(v)(B).
- (b) As a condition to entering or aggressing on an Order in the Order Book, or submitting or responding to an RFQ, in each case for a Cleared Swap, a Participant that is a Clearing Member with respect to such Cleared Swap must (i) screen such Order for compliance with the Participant's Risk-Based Limits in a manner consistent with the requirements of CFTC Regulation 23.609 and (ii) take steps reasonably designed to ensure that any Cleared Swap resulting from such Order is accepted for clearing at the applicable DCO.

Confidential Treatment Requested by TW SEF

1004. Swaps Not Accepted for Clearing

~~If a Cleared Swap is submitted to a DCO, but fails to clear within the time set forth in the rules of such DCO because of credit issues, the parties to the Swap must address the basis for such failure to clear and they must promptly re-submit the trade for clearing. If a Cleared Swap submitted to a DCO fails to clear for any reason other than credit issues, then the parties to the Swap may agree to cancel the trade or re-submit the trade for clearing.~~

If a Cleared Swap is affirmatively rejected by the relevant DCO, the trade will be deemed *void ab initio*, unless the Cleared Swap is re-submitted and accepted for clearing within a timeframe that complies with Applicable Law. Notwithstanding the foregoing, a Cleared Swap that is deemed *void ab initio* for failure to clear shall, to the extent consistent with Applicable Law, remain subject to these Rules and any agreement in effect between the parties to the Cleared Swap applicable to the circumstances in which a Cleared Swap fails to be accepted for clearing. A Participant whose side of a Cleared Swap fails to be accepted for clearing shall be responsible to its counterparty for losses resulting therefrom. The amount of any such loss shall, unless otherwise agreed by the parties, and to the extent consistent with Applicable Law, be equal to the "Early Termination Amount" as determined pursuant to the terms of Section 6(e) of a deemed 2002 ISDA Master Agreement between the parties on the following basis: (i) the date of such failure to clear shall be the "Early Termination Date"; (ii) such "Early Termination Date" shall be deemed to have arisen from an "Additional Termination Event" in respect of which such Cleared Swap is the sole "Affected Transaction"; (iii) the "material terms" (for the purposes of clause (a) of the definition of "Closeout Amount" in such deemed 2002 ISDA Master Agreement) of such Cleared Swap shall, for the avoidance of doubt, include the fact that such Cleared Swap was to be cleared by the relevant DCO; (iv) the "Termination Currency" shall be U.S. dollars; (v) the "Governing Law" shall be New York law; and (vi) the Participant whose side of the Cleared Swap fails to clear shall be the sole "Affected Party" and such Participant's counterparty shall determine the Early Termination Amount.

Chapter 11. MISCELLANEOUS

1101. Legal Certainty; Confirmations

- (a) No Swap listed for trading on the SEF shall be void, voidable, subject to rescission or otherwise invalidated or rendered unenforceable as a result of either: (1) any violation by any Person of any provision of the CEA or CFTC Regulations; or (2) any action taken by the CFTC that has the effect of amending, altering or supplementing these Rules or any of the terms or conditions of a Swap listed for trading on the SEF.
- (b) In accordance with CFTC Regulation 37.6(b) and Parts 43 and 45 of CFTC Regulations, the SEF will make available to each counterparty to a transaction that is entered into on the SEF or otherwise pursuant to these Rules a written record of all of the terms of the transaction which shall legally supersede any previous agreement and serve as a confirmation of the transaction. The confirmation of all terms of the transaction shall be effective as of the time of execution; provided that specific customer identifiers for accounts included in bunched orders need not be included in confirmations provided by the SEF if the applicable requirements of CFTC Regulation 1.35(b)(5) are satisfied by the Account Manager. The Company may use a third-party service provider to issue confirmations to the counterparties, whether in Cleared Swaps or Uncleared Swaps, provided such third-party provider is contractually obligated to satisfy the requirements of the SEF and Applicable Law.

1102. Trading by Company Officials Prohibited; Misuse of Material, Non-Public Information

- (a) No Board member, member of a Disciplinary Panel or Appeals Panel or Company Official may trade, directly or indirectly, any Swap, swap traded on another swap execution facility or other market, or any commodity interest relating thereto where such individual has access to material non-public information concerning such Swap or commodity interest. Participation by a Company Official in a retirement plan sponsored by the Company shall not be deemed to constitute trading directly or indirectly in a Swap or commodity interest related thereto, notwithstanding such plan's trading of swaps or commodity interests related thereto.
- (b) Company Officials, agents and independent contractors of the Company are prohibited from disclosing material non-public information obtained as a result of their employment, agency relationship or engagement with the Company.
- (c) No Company Official may trade, directly or indirectly any Swap or any commodity interest related thereto.
- (d) Terms used in this Rule 1102 and not otherwise defined in these Rules shall have the meaning set forth in CFTC Regulations 1.3 and 1.59.

1103. Gifts and Gratuities

Except with the prior written approval of the Chief Compliance Officer, no Participant shall, directly or indirectly, give or permit to be given anything of value, including gifts and gratuities, to a Company Official, any Director or Officer of, or individual employed by, the SEF in an amount that exceeds the maximum value permitted by the Company's gifts and entertainment policy as in force from time to time.

Confidential Treatment Requested by TW SEF

1104. Market Data

- (a) Subject to each Participant's rights in its Participant Data, ~~the Company owns (including fills) and the terms of the Participant Documentation, the Company shall have a royalty free, worldwide, perpetual license to any Participant Data, and shall own~~ all rights, title and interest in and to all intellectual property and other proprietary rights (including all copyright, patent, trademark or trade secret rights) in ~~Market Data, and all derivative works based thereon~~ all derivative works based on Participant Data to the extent that such derived data is truly a derivative of the Participant Data, and, unless required by Applicable Law or pursuant to agreements with a DCO to use such Market Data solely for internal risk management purposes, and decisions with respect to use and distribution of Market Data shall be made by the Board of the Company; provided, however, subject to its obligations under Applicable Law and such DCO agreements, the Company shall not use (or permit other parties to use) Market Data, including the Participant Data, to replicate or reverse engineer Participant's trading strategies, and Company shall not sell, retransmit or redistribute Participant Data unless such Participant Data is anonymized and aggregated with other Market Data, including but not limited to the transaction data of other Participants. Participants, and other Persons affiliated with any of the foregoing may not distribute, sell or retransmit Market Data to any third party without the consent of the Company, provided that each Participant retains such rights as it may enjoy under Applicable Law with respect to Participant Data solely in the form such Participant Data was submitted to the SEF by such Participant. Nothing in this Rule 1104 shall restrict Participant with respect to its use of its own Participant Data.
- (b) The Company will not use for business or marketing purposes any proprietary data or personal information collected or received from or on behalf of any Person for the purpose of fulfilling the Company's regulatory obligations.
- (c) The Company may share such proprietary data or personal information with one or more registered entities (as such term is defined in CFTC Regulations) in accordance with Applicable Law.
- (d) Each Participant, and other Persons affiliated with the Participant hereby acknowledges and agrees that the Company may disclose and disseminate Required Swap Creation Data pursuant to these Rules.
- (e) Each Participant, and other Persons affiliated with any of the foregoing hereby acknowledges and agrees that the Company owns and shall retain all right, title and interest in and to the SEF, all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable copyright, trade mark, service mark, trade secret, trade name, data or database rights, design rights, moral rights, inventions, whether or not capable or protection by patent or registration, rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, patent, and other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the SEF and all other related proprietary rights of the Company and/or any of its Affiliates (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing, "Proprietary Information"). Each Participant, on behalf of itself and each of its Affiliates and other Persons affiliated with any of the foregoing, further acknowledges and agrees that the Proprietary Information is the exclusive, valuable and confidential property of the Company. Each Participant acknowledges and agrees that it shall not, and shall not permit its Affiliates and other

Confidential Treatment Requested by TW SEF

Persons affiliated with any of the foregoing to, reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify, in any manner, all or any part of the SEF or the Proprietary Information. Each Participant further agrees to, and agrees to cause each of its Affiliates and other Persons affiliated with any of the foregoing to, keep the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the SEF or any Proprietary Information.

~~1105. Recording of Communications~~

~~The Company and/or the Regulatory Services Provider may record conversations and retain copies of electronic communications between Company Officials and Participants and Authorized Users. Any such recordings may be retained by the Company and/or the Regulatory Services Provider in such manner and for such periods of time as the Company may deem necessary or appropriate, including as may be required by Applicable Law.~~

~~1105. [Reserved]~~

1106. Confidentiality

Except as otherwise provided in these Rules, all non-public information provided by a Participant or Authorized User to the Company shall be held in confidence and shall not be made known to any other Person except as follows:

- (a) with the consent of the Participant or Authorized User providing such information;
- (b) to a Government Agency or the regulatory authority of any foreign jurisdiction, if the Company is requested or legally required to do so by such Government Agency;
- (c) pursuant to legal process;
- (d) to a Derivatives Clearing Organization of which such Participant is a member or in connection with the clearing of a Swap;
- (e) to a Swap Data Repository;
- (f) subject to appropriate confidentiality requirements, to any Person providing services to the Company, including the Regulatory Services Provider;
- (g) pursuant to an information sharing agreement or other arrangement or procedures in accordance with Rule 1107;
- (h) to the Board, Board committees, Disciplinary Panels, Company Officials, attorneys, auditors, and agents and independent contractors that have been engaged by the Company who require such information in connection with the discharge of their duties to the Company; and
- (i) as otherwise permitted under these Rules.

1107. Information-Sharing Agreements

The Company may enter into agreements or other arrangements or procedures to coordinate surveillance with domestic or foreign regulators, self-regulatory organizations, clearing organizations, exchanges, markets or other execution facilities to share information and provide other forms of mutual assistance for market surveillance, audits, investigations, enforcement actions and other regulatory purposes ~~the Company deems necessary or appropriate for the Company or~~ required by [CFTC Regulation 37.504](#) and Applicable Law. As part of any such information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule, the Company may:

~~___ Confidential Treatment Requested by TW SEF~~

- (a) provide market surveillance reports to other markets and to clearing organizations;
- (b) share information and documents concerning current and former Participants and Authorized Users with other markets and clearing organizations
- (c) share information and documents concerning ongoing and completed investigations with other markets and clearing organizations; and/or
- (d) require Participants to provide information and documents to the Company, including, but not limited to, the names and dates of birth dates of Participants' Authorized Users.

1108. Regulatory Services Agreement

If the Company enters into a Regulatory Services Agreement with an RSP to provide certain regulatory services for the SEF, the RSP may perform certain surveillance, investigative, and regulatory functions under these Rules and the Company may provide information to the RSP in connection with the performance by the RSP of those functions. The Chief Compliance Officer shall retain supervisory authority with respect to any functions performed by the RSP pursuant to such Regulatory Services Agreement.

1109. Force Majeure

Notwithstanding any other provision of these Rules, the Company shall not be obligated to perform its obligations under these Rules or any agreement with a Participant, or to compensate any Person for losses occasioned by any delay or failure of performance, to the extent a delay or failure of performance is the result of circumstances that the Company determines, in its sole discretion, may have an adverse effect upon the functions and facilities of the Company, including acts of God, fire or other natural disasters, bomb threats, acts of terrorism or war, severely inclement weather, power outages, or interruption in telecommunications or Internet services or services by network service providers.

1110. Extension or Waiver of Rules

The Company may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by these Rules, but only to the extent that such waiver or extension is not inconsistent with the CEA or CFTC Regulations.

1111. Effect of Amendment, Repeal or New Rule

The Company may, in compliance with the CEA and CFTC Regulations, amend or repeal any Rule and/or adopt new Rules. Any such amendment or repeal of a Rule or adoption of a new Rule, shall, upon the effective date of such amendment, repeal or adoption, as applicable, be binding on all Persons subject to the jurisdiction of the Company (regardless of when any such Person became subject to the Company's jurisdiction) and all Swaps (regardless of whether any such Swap was entered into ~~before, on or~~ after such effective date).

1112. Signatures

Rather than rely on an original signature, the Company may elect to rely on a signature that is transmitted, recorded or stored by any electronic, optical, or similar means (including telecopy, imaging, photocopying, electronic mail, electronic data interchange, telegram, or telex) as if it were (and the signature shall be considered and have the same effect as) a valid and binding original.

1113. Governing Law; Legal Proceedings

- (a) The Rules, and the rights and obligations of the Company, Participants and Authorized Users under these Rules, shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and performed wholly within the State of New York, without regard to any provisions of New York law that would apply the substantive law of a different jurisdiction.
- (b) Any action, suit or proceeding against the Company, its Officers, Managers, limited liability company members, employees, agents or any member of any committee must be brought within one year from the date that a cause of action has accrued. Any such action, suit or proceeding shall be brought in the State or Federal courts located within the Borough of Manhattan in the City of New York. Each Participant expressly consents, for itself and its Authorized Users, to the jurisdiction of any such court, waives any objection to venue therein, and waives any right it may have to a trial by jury.
- (c) In the event that a Participant or Authorized User fails to prevail in a lawsuit or other legal proceeding related to the business of the SEF instituted by such Participant or Authorized User against (i) the Company or (ii) any Affiliate of the Company, or any of their respective officers, directors, equityholders, employees, agents, or any member of any committee, such Participant or Authorized User shall pay to the Company all expenses, including reasonable attorneys' fees, incurred by the Company in the defense of such proceeding. This paragraph shall not apply to Company disciplinary actions, appeals thereof, or any instance in which the Board has granted a waiver of the provisions hereof.