Chapter 11
CME Spot Market Trading – Open Outcry on the Trading Floor

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Chapter 11
CME Spot Market Trading – Open Outcry on the Trading Floor

Trading a spot commodity contract on the CME Spot Market via open outcry on the Trading Floor is facilitated by Chicago Mercantile Exchange Inc. and governed by the Rules of this Chapter. Unless otherwise specified in this Chapter, CME Spot Market trades are not subject to the Rules applicable to trading of other contracts offered by CME or any of the CME Group designated contract markets. Defined terms of this Chapter are included in the Definitions Section of the CME Rulebook.

DISCLAIMER
CME SPOT MARKET IS NOT REGISTERED WITH, OR DESIGNATED, RECOGNIZED, LICENSED OR APPROVED BY THE CFTC.

1100. ENFORCEMENT OF RULES

1100.A. General Provisions

The Board has adopted Rules, and from time to time adopts amendments and supplements to such Rules, to promote a free and open market on CME Spot Market and to maintain appropriate business conduct. The Board has delegated responsibility for the investigation and imposition of penalties for violations of CME Spot Market Rules to staff of the CME Group Market Regulation Department ("Market Regulation Department") and to certain committees as set forth in these Rules. The delegation of such responsibility and authority shall in no way limit the authority of the Board with respect to all Rule violations.

For purposes of Chapter 11, the term "Member" shall mean: 1) individuals or entities trading in CME Spot Market, including retired members with floor access privileges and individuals and entities described in CME Rule 106; 2) employees, authorized representatives, contractors, and agents of a Member in regard to the CME Spot Market related activities of such individuals or entities; 3) warehouses and plants deemed regular for delivery of CME Spot Market contracts; 4) individuals and entities that have agreed in writing or via electronic signature to comply with the Rules of CME Spot Market; and 5) individuals who have access to the CME Trading Floor.

Members are deemed to know, consent to and be bound by all CME Spot Market Rules. Former Members shall be subject to the continuing jurisdiction of the Board and the Market Regulation Department including, without limitation, the application of Rule 1100.H., with respect to any conduct that occurred while a Member.

1100.B. The Chief Regulatory Officer

It shall be the duty of the Chief Regulatory Officer of the Market Regulation Department to enforce CME Spot Market Rules, and he shall have available to him at all times the resources of the Market Regulation Department and such other resources as may be necessary to conduct investigations of potential or alleged Rule violations and market conditions. The Chief Regulatory Officer shall have the authority to inspect the books and records of all parties subject to the jurisdiction of CME Spot Market pursuant to CME Spot Market Rule1100.F. and the authority to require any such party to appear before him and produce his or its books and records and answer questions regarding alleged violations of CME Spot Market Rules, at the time, place and in the manner he designates. The Chief Regulatory Officer may also delegate his authority to staff of the Market Regulation Department.

1100.C. Sanctions

If the Market Regulation Department finds that a party, including a Member, has violated a CME Spot Market Rule, the Market Regulation Department may take one or more of the following actions:

1. Order the party to cease and desist from the conduct found to be in violation of these Rules;
2. Restrict, suspend or terminate the party’s access to CME Spot Market, the CME Direct Auction Platform ("CDAP"), the Globex platform, the Trading Floor or any other trading or clearing platform or facility owned or controlled by CME Group, or right to supervise the entry of any orders into such platforms by others;
3. Impose a fine upon the party not to exceed $100,000 per violation;
4. Order a party to disgorge any monetary benefit resulting from a violation of a CME Spot Market Rule
whether by that party or another party. For purposes of this provision benefit includes, without limitation, profit, whether realized or unrealized, and avoided losses,

5. Prescribe limitations on transactions of the party as may be appropriate;

6. Order a party to make restitution to the account of anyone damaged by the conduct;

7. Order a party or its legal counsel or other representative to pay out of pocket expenses incurred by the Market Regulation Department in connection with the matter if such party or counsel engaged in vexatious, frivolous or bad faith conduct during the course of an investigation or enforcement proceeding; and/or

8. Order such action as is necessary to prevent a threat to the contract or violation of these Rules.

1100.D. Emergency Actions

1. The Chief Regulatory Officer, or his designee, is authorized to determine whether an emergency exists and whether emergency action is warranted. The following events and/or conditions may constitute emergencies:
   a. Any actual, attempted, or threatened market manipulation;
   b. Any actual, attempted, or threatened corner, squeeze, congestion, or undue concentration of positions;
   c. Any action taken or considered by the United States or any foreign government or any state or local government body, any other contract market, board of trade, or any other exchange or trade association (foreign or domestic), which may have an impact on trading on CME Spot Market;
   d. The actual or threatened bankruptcy or insolvency of any Member or the imposition of any injunction or other restraint by any government agency, self-regulatory organization, court or arbitrator upon a Member which may affect the ability of that Member to perform on its contracts;
   e. Any circumstance in which it appears that a Member or any other Person or entity has failed to perform contracts or is in such financial or operational condition or is conducting business in such a manner that such Person or entity cannot be permitted to continue in business without jeopardizing the safety of Members or CME Spot Market;
   f. Any other circumstance which may have a severe, adverse effect upon the functioning of CME Spot Market, except that declarations of Force Majeure and actions taken with respect to such declarations will be governed by the provisions of CME Spot Market Rule 1103.B.

2. In the event that the Chief Regulatory Officer determines, in the good faith exercise of his sole discretion, that an emergency exists, he may take any of the following emergency actions or any other action that may be appropriate to respond to the emergency:
   a. Suspend, curtail or terminate trading in any or all spot contracts;
   b. Restrict, suspend or terminate a party’s access to the CDAP, the Globex platform, the Trading Floor, or any other trading or clearing platform or facility owned or controlled by CME Group, or right to supervise the entry of any orders into such platforms by others.;
   c. Order liquidation or transfer of delivery obligation when a holder is unwilling or unable to make or take delivery;
   d. Modify the trading days or hours;
   e. Modify conditions of delivery; and/or
   f. Order any other action or undertaking to address or relieve the emergency.

The Market Regulation Department shall give appropriate notice of such action. As soon as practicable, the Board shall be notified of the emergency action. Nothing in this section shall in any way limit the authority of the Board, other committees, or other appropriate officials to act in an emergency situation as defined by these Rules.

1100.E. Investigations
The Market Regulation Department shall investigate potential or alleged Rule violations. Investigations and all information and documents obtained during the course of an investigation shall be treated as non-public and confidential and shall not be disclosed by any party, except as necessary to further an investigation by the Market Regulation Department or as required by law. The Market Regulation Department is authorized to take recorded interviews pursuant to an investigation. Parties and witnesses being interviewed shall have the right to representation, at their own cost, by legal counsel or anyone other than a member of the Board or an employee of CME Group or a person related to the investigation.

Upon conclusion of an investigation, the Market Regulation Department may issue a warning letter to any party as a result of the investigation. Such letter shall not constitute either the finding of a Rule violation or a penalty. The Market Regulation Department may also impose one or more of the sanctions set forth in CME Spot Market Rule 1100.C. on the party. The decision of the Market Regulation Department shall be final and the party sanctioned shall not have any right to appeal.

Investigation File
The Market Regulation Department shall maintain a file once an investigation is initiated. The file shall include any materials in the possession of the Market Regulation Department that are relevant to the conduct being investigated.

1100.F. Consent to Exchange Jurisdiction
Any Member initiating or executing a transaction on or subject to the Rules of CME Spot Market directly or through an intermediary, and any Member for whose benefit such a transaction has been initiated or executed, agrees to be bound by and comply with the Rules of CME Spot Market in relation to such transactions, including, but not limited to, Rules requiring cooperation and participation in investigatory and disciplinary processes, and expressly consents to the jurisdiction of the Exchange and its Market Regulation Department in order to enforce such Rules.

1100.G. Contract Modification
All deliveries must conform to government regulations in force at the time of delivery. Unless specifically provided otherwise in the applicable product section of this chapter, if any duly authorized U.S. government agency or body with appropriate jurisdiction issues an order, ruling, directive or law that conflicts with the requirements of these Rules, such order, ruling directive or law shall be construed to take precedence and become part of these Rules, and all contracts shall be subject to such government orders.

1100.H. General Offenses
It shall be an offense:

1. a. to engage in fraud or bad faith;
   b. to engage in conduct or proceedings inconsistent with just and equitable principles of trade;

2. to engage in dishonest conduct;

3. to create or report a false or fictitious trade;

4. to extort or attempt extortion;

5. to buy or sell any CME Spot Market contracts with the intent to default on such purchase or sale;

6. to engage in, or attempt to engage in, the manipulation of prices of CME Spot Market contracts; to corner or squeeze, or attempt to corner or squeeze, the market; or to purchase or sell, or offer to purchase or sell CME Spot Market contracts for the purpose of upsetting the equilibrium of the market or creating a condition in which prices do not or will not reflect fair market values;

7. to make a verbal or written material misstatement to a committee, or any Market Regulation Department employee;

8. to knowingly disseminate false, misleading or inaccurate information concerning market information or conditions that affect or may affect the price of any CME Spot Market contract.

9. a. to fail to appear before Market Regulation Department staff or any committee at a duly convened hearing, scheduled staff interview or in connection with any investigation;
   b. to fail to fully answer all questions or produce all books and records at such hearing or in connection with any investigation, or to make false statements;
   c. to fail to produce any books or records requested by duly authorized Market Regulation Department staff, in the format and medium specified in the request, within 10 days after such
request is made or such shorter period of time as determined by the Market Regulation Department in exigent circumstances;

10. to use or disclose, for any purpose other than the performance of an individual’s official duties as a member of any committee any non-public information obtained by reason of participating in any committee meeting or hearing;

11. for a Member to permit the use of facilities in a manner that is detrimental to the interest or welfare of CME Spot Market or results in a violation of CME Spot Market Rules;

12. to commit an act which is detrimental to the interest or welfare of CME Spot Market or to engage in any conduct which tends to impair the dignity or good name of CME Group;

13. to fail to submit to arbitration any dispute which Market Regulation Department staff or an arbitration panel decides should be arbitrated pursuant to the Rules of this Chapter; or to fail to comply with a final arbitration award;

14. to fail to comply with an order of the Market Regulation Department staff or any hearing committee;

15. to engage in dishonorable or uncommercial conduct;

16. except where a power of attorney or similar document has been executed, for any party to accept or transmit a customer order which has not been specifically authorized;

17. for any party to fail to diligently supervise its employees and agents in the conduct of their business relating to CME Spot Market; and/or

18. to aid or abet the commission of any violation of CME Spot Market Rules.

1100.I. Strict Liability for the Acts of Agents

Notwithstanding Rule 1100.H.17., the act, omission, or failure of any official, agent, or other Person acting for any party within the scope of his employment or office shall be deemed the act, omission or failure of the party, as well as of the official, agent or other Person who committed the act.

1100.J. Effect of Suspension or Expulsion

Unless otherwise determined by the Market Regulation Department with jurisdiction over such matters, a suspended or expelled Member shall not be entitled to any of the privileges of membership during the period of such suspension or expulsion, including, but not limited to, the right to access any trading floor or electronic trading platform owned or controlled by CME Group.

1100.K. Member’s Indemnification Liability

A Member or former Member shall indemnify and hold harmless Chicago Mercantile Exchange Inc., including each of its respective affiliates (collectively, the indemnified parties) and their officers, directors, employees, and agents, for any and all losses, damages, costs and expenses (including attorneys’ fees) incurred by the indemnified parties as a result (directly or indirectly) of such Member’s violation or alleged violation of these Rules or state or federal law.

Any monetary obligations arising out of this Rule shall be subject to liens as provided in CME Rule 110(a).

1100.L. Claims by Members

A Member who commences a legal action against Chicago Mercantile Exchange Inc., its directors, officers, employees, or agents, or another Member of the Exchange without first resorting to and exhausting the procedures and the mandatory arbitration provisions of CME Spot Market Rule 1102, or any other Rules relating to settlement of disputes arising out of transactions or matters pertaining to CME Spot Market shall be deemed to have committed an act detrimental to the interest or welfare of the CME Spot Market.

1100.M. Notification of Significant Events

Each Member shall provide immediate notice to the Market Regulation Department in writing upon becoming aware of any of the following events relating to such Member:

1. any suspension, expulsion, revocation or restriction of such Member’s trading privileges or any fine in excess of $25,000, through an adverse determination, voluntary settlement or otherwise, by any court, commodity or securities exchange or related clearing organization, the Securities and Exchange Commission, the Commodity Futures Trading Commission or the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country, the National Futures Association, the Financial Industry Regulatory Authority, Inc. or any self-regulatory or regulatory organization;
2. any indictment of the Member or any of its officers for, any conviction of the Member or any of its officers of, or any confession of guilt or plea of guilty or nolo contendere by the Member or any of its officers to 1) any felony or 2) any misdemeanor involving, arising from, or related to the purchase or sale of any commodity, security, futures contract, option or other financial instrument or involving or arising from fraud or moral turpitude; and/or

3. any filing of a bankruptcy petition or insolvency, receivership or equivalent proceeding of which the Member is a subject. In the case of a voluntary bankruptcy, insolvency, receivership or equivalent proceeding, the Member also shall notify the Market Regulation Department when such Member forms a definite intention to file such proceeding.

Nothing in this Rule shall limit or negate any other reporting obligations that any Member may have to CME, the other CME Group exchanges or any other regulator or person.

1100.N. Payments of Disciplinary Fines, Disgorgement Orders and Restitution

Disciplinary fines, disgorgement and restitution amounts ordered by the Market Regulation Department must be submitted to the Market Regulation Department no later than the date specified in the notice of decision. An individual who fails to provide proof of payment within the time prescribed will forfeit the following privileges until the payment has been received: 1) access to all CME Group markets; 2) access to the Globex platform; and 3) access to any other electronic trading or clearing platform or facility owned or controlled by CME Group. Any Member Firm that fails to make the required payment within the time prescribed will automatically forfeit preferred fee treatment for its proprietary trading until the payment has been received. Any party that fails to make the required payment shall immediately forfeit eligibility for any incentive or rebate program until the amount is paid in full. Any party that fails to pay a disciplinary fine, disgorgement order or restitution within the prescribed time period may also be subject to sanctions pursuant to CME Spot Market Rule 1100.H.14.

Parties may, subject to a determination by the sanctioning entity, be liable for unpaid fines or unpaid disgorgement and restitution orders imposed upon their employees.

1101. TRADING QUALIFICATIONS AND PRACTICES

1101.A. Trading Infractions

A written complaint concerning a trading infraction pursuant to Rule 1101.A. may be initiated by members, Member Firms, trading floor employees of members or Member Firms or staff of the Exchange. Charges shall be issued for violations of this Rule in accordance with Rule 1100.

Definition

The following shall constitute trading infractions:

1. a bid or offer out of line with the market;
2. a bid or offer which tends to confuse the other traders;
3. a trade through the existing bid or offer;
4. failure to confirm a transaction;
5. failure of a buyer and seller to properly notify the pit reporter of transaction prices in accordance with Rule 1101.E. and/or failure to ascertain that such prices are properly recorded;
6. use of profane, obscene or unbusinesslike language on the trading floor;
7. use of undue force while on, entering or leaving the trading floor;
8. conduct which tends to confuse, distract, abuse or intimidate any Exchange employee;
9. conduct of an unbusinesslike nature;
10. failure to defer to a member who has clearly turned the market;
11. failure to indicate a quantity on a bid or offer; and
12. disseminating false, misleading or inaccurate quotes.

Chief Regulatory Officer Fining Authority
If the Chief Regulatory Officer or his designee finds that a member or his employee is guilty of violating Rule 1101.A., he or his designee may impose a fine of up to $10,000 per offense on such member or employee, except that an egregious violation of Rule 1101.A.6., 7., 8. or 9. may result in a fine of up to $20,000.

1101.B. Trading Confined to CME Spot Market Facilities
All trading in CME Spot Market contracts must occur on or through CME Spot Market facilities in accordance with CME Spot Market Rules.

1101.C. Requirement for Spot Transactions to be Executed Via Open Outcry
All CME Spot Market transactions must be executed via open outcry. In open outcry trading, bidding and offering practices must at all times be conducive to the competitive execution of CME Spot Market transactions. All CME Spot Market transactions shall be made openly and competitively in the area designated for the trading of CME Spot Market contracts. No bid or offer shall be specified for acceptance by a particular trader. CME Spot Market transactions may take place only at the best price available in the open outcry market at the time the trade occurs.

It shall be the duty of both traders to confirm their trades as to CME Spot Market contracts, quantity and price. Confirmation shall take place as soon as possible, but in no event more than 15 minutes after the trade.

1101.D. Acceptance of Bids and Offers
While outstanding, all or any part of any bid or offer is subject to immediate acceptance by any trader. Members are required to honor all bids or offers which have not been withdrawn from the market. The price at which a trade is executed shall be binding.

1101.E. Price Reporting
Parties to a CME Spot Market transaction shall properly notify the designated Exchange official of the price at which trades have been consummated. Both parties to a pit trade are required to ensure that such price is properly posted.

Whenever a member makes a trade with another member and such trade constitutes a price infraction, the member shall 1) immediately break the trade; or 2) satisfy all bids or offers which were adversely affected; or 3) adjust the price of the trade to the price which existed when the price infraction occurred, provided that both parties agree to adjust the price and the terms of any affected orders are satisfied.

1101.F. Priority of Customers’ Orders
A member shall not buy (sell) a CME Spot Market contract for his own account, an account in which he has a direct or indirect financial interest, or an account over which he has discretionary trading authority when he is in possession of an executable order for another Person to buy (sell) a CME Spot Market contract.

The foregoing shall not apply to DRT orders provided that the customer has previously consented in writing and evidence of such general consent is indicated on the order with the “WP” (with permission) designation. In the case of a party holding a discretionary order for an account described in Rule 1101.O., a "WP" designation on the order shall constitute sufficient evidence of prior consent.

1101.G. Trading Against Customers’ Orders Prohibited
General Prohibition
No Person in possession of a customer order shall knowingly take, directly or indirectly, the opposite side of such order for his own account, an account in which he has a direct or indirect financial interest, or an account over which he has discretionary trading authority.

Exceptions
The foregoing restriction shall not apply to transactions where the customer has consented in writing no more than 12 months prior to the transaction to waive the application of CME Spot Market Rule 1101.G.. Such transactions shall further be subject to the following requirements: (i) the member complies with the requirements set forth in Rule 1101.I.; (ii) the member clearly identifies, by appropriate descriptive words, all such transactions, and (iii) the member ensures that it is reported to Exchange price reporting staff for entry into the Exchange Price Reporting System as a cross trade.

1101.H. Disclosing Orders Prohibited
No Person shall disclose another person’s order to buy or sell except to a designated Exchange official and no Person shall solicit or induce another Person to disclose order information. An order is not considered
public until it has been bid or offered by open outcry. No Person shall take action or direct another to take action based on non-public order information, however acquired. The mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of this Rule.

1101.I. Simultaneous Buy and Sell Orders for Different Beneficial Owners
A member who is in possession of both buy and sell orders for different beneficial owners for the same contract may execute such orders for and directly between such beneficial owners provided that neither the bid nor the offer is accepted by any other member.

The member making such transactions shall, by appropriate descriptive words or symbols, clearly identify all such transactions on his trading card or other similar record made at the time of the execution. The member executing such trade must ensure that it is reported to Exchange price reporting staff for entry into the Exchange Price Reporting System as a cross trade. Failure to identify the transaction to Exchange price reporting staff as a cross trade shall constitute a violation of this Rule.

1101.J. Wash Trades Prohibited
No Person shall place or accept buy and sell orders in the same contract where the Person knows or reasonably should know that the purpose of the orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash sales). Buy and sell orders 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 the prohibition on wash trades. Additionally, no Person shall knowingly execute or accommodate the execution of such orders by direct or indirect means.

1101.K. Prearranged, Pre-Negotiated and Noncompetitive Trades Prohibited
No Person shall prearrange or pre-negotiate any CME Spot Market purchase or sale or noncompetitively execute any transaction.

1101.L. Responsibility for Customer Orders
Standard of Responsibility
A Member shall exercise due diligence in the handling and execution of customer orders. Failure to act with due diligence shall constitute negligence. In the case of a dispute as to whether a Member has exercised due diligence, the appropriate arbitration panel or Chief Regulatory Officer or his designee is authorized to determine whether the Member was negligent and, if so, whether an adjustment is due to the customer. The panel or Chief Regulatory Officer or his designee may take into consideration the nature of the order and existing market conditions, including the existence of a "fast market" (a designation invoked to reflect rapid price changes and volatile market conditions in the pit), at the time the Member acted or failed to act.

However, no market condition nullifies a Member's responsibility to exercise due diligence.

A Member is prohibited from directly or indirectly guaranteeing the execution of an order or any of its terms such as the quantity or price. A Member may only report an execution that has occurred as a result of open outcry. This rule shall not be construed to prevent a Member from assuming or sharing in the losses resulting from an error or the mishandling of an order.

Liability for Negligence
A Member may not adjust the price at which an order was executed or be held responsible for executing or failing to execute an order unless such Member was negligent or is settling a bona-fide dispute regarding negligence.

A Member Firm may not compel an adjustment from a Member in the absence of a bona-fide dispute regarding negligence.

1101.M. Discretionary Orders
Other than DRT orders, no Member shall accept an order that gives more latitude than price and time in execution of the order.

The above restriction shall not apply to those orders:
1. placed by another member for an account owned by such member;
2. placed by the member's immediate family which includes a spouse, parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew, niece or in-law;
3. placed for proprietary accounts of Member Firms.
1101.N. Priority of Execution
In open outcry trading, non-discretionary customer orders shall be executed in accordance with their price and time priority. A member shall not execute a discretionary order, including, without limitation, an order allowing the member discretion as to time and price, while in possession of an executable customer order. No Person shall allocate executions in any manner other than an equitable manner.

1101.O. Recordkeeping Requirements for CME Spot Market Trading

General Requirements for Open Outcry
At the time of execution, it shall be the duty of every member to record each trade made showing their trading symbol, the date, price, quantity, product, opposite trader, and sequence number of the trade. Trades or order executions must either be recorded on or, if recorded on written records, in non-erasable ink.

A member may correct any errors on written trading records by crossing out erroneous trade information without obliterating or otherwise making illegible any of the originally recorded information.

Retention of Records
Each member must keep full, complete and systematic records, including records created or transmitted electronically, together with all pertinent data and memoranda, of all transactions relating to its business of dealing in spot contracts and related cash or forward transactions. Written and electronic records must be retained for a minimum of five years in permanent form. Oral communications must be recorded and must be retained for a minimum of one year past the date on which the oral communication occurred. All records required to be retained shall at all times be open to inspection by Exchange staff.

1101.P. Trade Data Submitted to the Exchange
Subject to each market participant's rights with respect to its own data, the Exchange and CME Spot Market shall own all rights, title and interest, database rights and trade secret rights in and to all trade data and related information submitted in connection with trading on CME Spot Market. CME Spot Market has the exclusive right to use, distribute, sub-license, disclose and sell anonymized trade data and derivative works in any manner, media and jurisdiction. Market participants shall not redistribute trade data or derivative works based thereon unless licensed by the Exchange. The restriction on redistribution shall not apply to a market participant's own data.

1102. ARBITRATION

1102.A. Disputes Subject to CME Spot Market Arbitration

Disputes Among Members
Disputes between and among Members that are described below and that are based upon facts and circumstances that occurred at a time when the parties were Members shall be subject to mandatory arbitration in accordance with the Rules of this Chapter:

1. claims between Members that relate to or arise out of any transaction on or subject to the Rules of CME Spot Market;
2. claims between or among Members relating to trading rights on CME Spot Market; and
3. claims against the Exchange, CME Group and any subsidiaries and affiliates related to CME Spot Market.

Permissive Arbitrations
The following may be submitted for arbitration under this Rule and, in the event such a claim is submitted against a Member, that Member is required to arbitrate the dispute under these rules, unless otherwise provided:

1. claims of a customer against a Member that relate to or arise out of any transaction on or subject to the Rules of CME Spot Market;
2. claims of a customer against a Member responsible for the spot-call delivery performance of a transaction on or subject to the Rules of CME Spot Market;
3. At the discretion of the Chief Regulatory Officer, any claim involving the interests of CME Spot Market, its Members, their business relations or CME Spot Market trading in general not otherwise arbitrable under these Rules, provided the parties have consented to such arbitration.
Waiver of Any Objection to Jurisdiction

Any party who submits a claim or grievance to arbitration shall be conclusively presumed to have voluntarily recognized and agreed to the jurisdiction of the arbitration panel to hear and determine the claim.

A customer who submits a claim for arbitration in accordance with these Rules consents thereby to the jurisdiction of the arbitrators and agrees to the arbitration of any counterclaims, cross-claims or third-party claims by any respondent which arise out of the transaction that is the subject of the customer's claim. The claim shall comply with the requirements of this Rule.

Hearing Panel

Any arbitration, whether mandatory or permissive, shall be heard by a Member Panel and its decision shall be rendered in accordance with this Rule. A Member Panel shall mean an arbitration panel consisting of a co-chairman of the subcommittee of the CME and CBOT Arbitration Committee established for hearing arbitrations under this Rule and three Member panelists from such subcommittee.

Refusal to Hear Certain Disputes

A chairman may, but shall not be required to, order that a dispute that is otherwise arbitrable under these Rules not be arbitrated hereunder if the dispute requires for adjudication the presence of essential witnesses or third parties over whom the Panel has no jurisdiction or who are not otherwise available, or if the dispute requires the application of the rules of another exchange.

1102.B. Initiating an Arbitration Claim

In the event that a complaint is received it shall be referred to the Market Regulation Department, which shall, when appropriate, forward to the complainant a Consent Form for arbitration under this Rule. Such form shall inform the claimant, by attachment of all pertinent Rules, of his or her rights and obligations, including costs associated with arbitration.

A claimant may initiate a claim by submitting a written description of the dispute, a completed Arbitration Cover Sheet and depositing the appropriate arbitration fee with the Market Regulation Department within the period of eligibility for arbitration claims. The written claim shall include a clear description of the facts and circumstances involved in the dispute, including the transaction(s) or agreement(s) complained of, the names of the Persons and firms alleged to be responsible for any loss to the claimant, the dates of all acts or omissions relevant to the claim, a detailed calculation of the amount claimed and any other information necessary to fully describe the dispute. In the case of a request for punitive damages, the claim shall set forth the facts the party intends to present in support of the claim that the misconduct was willful and wanton.

Notice shall then be given by the Market Regulation Department to the party against whom the claim is asserted, who shall respond to the claim in accordance with this Rule.

The Market Regulation Department shall reject for filing any claim that does not fully describe the dispute, is clearly filed after the period of eligibility has expired or is clearly not arbitrable under this Rule. Such a claim will be promptly returned to the filing party with a notice describing the deficiency. A claimant seeking to correct the deficiency and file an amended claim may do so within 30 days of receiving notice describing the deficiency despite any expiration of the period of eligibility prescribed by this Rule during that 30-day period. The acceptance for filing by the Market Regulation Department shall not preclude a challenge to the arbitrability of the claim nor create a presumption that the claim is arbitrable.

1102.C. Answering an Arbitration Claim

Each respondent shall file a written response within 21 days after receipt of the written claim. However, if a party has timely filed a challenge to the arbitrability of the dispute, its response shall be due 21 days after receipt of the written decision confirming the arbitrability of the dispute.

The written answer must admit the claim or describe the respondent's basis for denying liability to the claimant(s). The answer may include an admission or denial of each specific allegation contained in the claim and/or the respondent's narrative description of the facts and circumstances involved in the dispute. A respondent may assert in an answer any defense that would be available in a court of law or equity, including any affirmative defense.

1102.D. Failure to Answer

A respondent's unexcused failure to file a timely answer shall constitute an admission of the facts alleged in a claim.

1102.E. Counterclaims, Cross-Claims and Third-Party Claims
A respondent may assert any counterclaim, cross-claim and/or third-party claim to the extent such claim would be allowable as an original claim under these Rules and, in response to claims by a customer against a Member, the Member may assert any counterclaim, cross-claim and/or third-party claim arising out of the same transaction or incident that is the subject of the customer's claim. Each respondent must file any counterclaim, cross-claim or third-party claim at the same time an answer to a claim is due. Initiating counterclaims, cross-claims, third-party claims and answers thereto shall conform to the requirements for initiating and answering original claims.

A respondent who believes that another Member may have a claim to any money or property which is the subject of a dispute in arbitration and that the failure of that other Member to assert a claim in the pending arbitration could prejudice the interests of the respondent may submit a request to the chairman to compel the participation of the other Member. If a Member fails to file such claim after being ordered to assert that claim in the pending arbitration, then notwithstanding any other Rule, that Member shall be barred from asserting in the future any claim against the respondent that is based on the same transaction, occurrence or subject.

1102.F. Review of Arbitrability
Any party may file a challenge to the arbitrability of a dispute submitted for arbitration under this Rule. A party's failure to file a timely challenge to arbitrability shall waive any right to object thereafter to the arbitrability of the dispute.

A challenge to arbitrability by a claimant must be filed no later than 5 days after the claim is submitted for arbitration. A challenge to arbitrability by a respondent must be filed no later than 10 days after the respondent has received notice of the claim. The request must be in writing and state the reasons why the dispute is not arbitrable. Any other party may file a written response in support of or opposition to the challenge no later than 10 days after receiving notice of the challenge to arbitrability.

The chairman may decide the arbitrability of a dispute based on his consideration of the written submissions of the parties. The chairman's decision shall be final and is not appealable.

1102.G. Consolidation of Arbitration Disputes
If a chairman receives notice that two or more arbitration disputes are related, the chairman may order that any or all of the disputes be consolidated for purposes of conducting a hearing on the disputes. In determining whether to consolidate the disputes the chairman may consider the efficiencies of consolidation as well as the burdens and benefits to the parties in consolidating the disputes.

1102.H. Withdrawal of Claims
A. A party may voluntarily withdraw its claim, counterclaim, cross-claim or third-party claim without prejudice at any time before an answer thereto has been filed by notifying the Market Regulation Department in writing of such withdrawal.

B. After an answer to any claim, counterclaim, cross-claim or third-party claim has been filed, the claimant seeking to withdraw the claim, counterclaim, cross-claim or third-party claim must submit to the chairman a written request to withdraw with prejudice or upon such terms and conditions as may be imposed by the chairman.

C. A withdrawal with prejudice under this Rule shall bar the claimant from re-filing any claim based on the same acts, transactions or omissions as the dismissed claim.

1102.I. Period of Eligibility for Arbitration
An arbitration must be initiated within one year of the date the claimant knew or should have known of the dispute on which the claim is based.

Counterclaims, cross-claims and third-party claims must be submitted no later than the date on which the answer is due.

1102.J. Parallel Proceedings
No claim will be accepted for arbitration if the Market Regulation Department receives notice that another arbitration, reparations action or civil court proceeding based on the same act, transaction or omission as the arbitration claim is pending at the time of filing.

No claim, counterclaim, cross-claim or third-party claim will be accepted for arbitration against a respondent if the Market Regulation Department has received notice that a stay exists due to the pendency of any bankruptcy proceeding against that respondent. If such a stay arises after a claim is accepted for arbitration or if the Market Regulation Department subsequently learns that such a stay is pending, the claim shall be
dismissed without prejudice as to each respondent who is the subject of the stay. Nothing in this Rule shall prevent a claim in arbitration from proceeding against any remaining respondent.

1102.K. Requests for Documents, Information or Testimony

A. The initial schedule for document requests by parties and responses will be set by the Market Regulation Department. The chairman may require any Member, or any Person employed by or associated with a Member to produce relevant documents in his possession or control at any time after a claim has been filed.

Upon the failure of a party or Member to voluntarily produce relevant documents in its possession or control upon request by a party, the party seeking the documents may submit a written request to the chairman for an order compelling the production of such documents.

1. Any request for an order compelling production of documents must:
   a. identify each document or type of document sought with as much specificity as possible;
   b. explain the relevance of each document or type of document sought; and
   c. include a representation that the requesting party has attempted to obtain the documents from the responding party before resorting to a request to the chairman.

2. The party or Member against whom an order compelling production is sought shall:
   a. produce copies of the requested documents to the requesting party and the Market Regulation Department; or
   b. represent in writing that the documents are not in his possession or control and explain the basis for such representation, and, if applicable, identify who is in possession or control of the requested documents; or
   c. object in writing to a request and provide the basis for each objection.

C. The chairman may require any Member, or any Person employed by or associated with a Member, to appear and to testify at a hearing.

D. Whenever such production or appearance results from the request of a party, all reasonable costs and expenses incurred shall be borne by the party making the request, unless directed otherwise by the panel. A party who incurs costs and expenses recoverable under this Rule may, no later than the close of the last hearing date in the matter, submit an application to the panel for such costs and expenses. Such application shall contain a detailed explanation of amounts claimed. The panel may grant or deny all or any portion of the application.

E. Any Member or employee thereof failing to appear, testify or produce documents in accordance with this Rule may be charged with a violation of Rule 1100.H.

1102.L. Documents and Witnesses to be Presented at Hearing

No later than 10 business days prior to the first scheduled hearing, each party must provide every other party and the Market Regulation Department with copies of all documents that the party intends to offer into evidence and a list of the names of all witnesses, including party-witnesses, who the party intends to call at the hearing in support of a claim or defense. Parties are not required under this Rule to provide copies of those documents that they may use, or to identify any witnesses whom they may call, only in cross-examination or rebuttal.

1102.M. Additional Procedures

The chairman may establish any procedures not otherwise contemplated by these Rules necessary to establish a just, equitable and efficient method of resolving a particular dispute, except that motions to dismiss and motions for summary judgment are not permitted under these Rules.

1102.N. Arbitration Panel

Appointment of Arbitration Panel

The Market Regulation Department shall select a Member Panel as set forth in Rule 1102.A. to hear and decide a dispute.

Requests to Remove an Arbitrator

1. Each party may request the removal of any arbitrator(s) from a panel for good cause shown. Such request must be made at least 7 days before the start of the first scheduled hearing. Failure of a party to timely request the removal of any arbitrator(s) will be deemed a waiver of that party’s right to any
further objection to the arbitrator’s participation in the hearing and decision of the dispute.

2. The chairman, after considering a request to remove an arbitrator, another party’s objections thereto and/or the statements of an arbitrator whose removal is sought, may deny the request or excuse the arbitrator. The chairman’s decision shall be final and may not be appealed.

3. If an arbitrator is excused prior to the date of the first scheduled hearing, the Market Regulation Department shall select another Arbitration Committee member to replace the excused arbitrator at the hearing. Parties may make any appropriate request for the removal of the replacement arbitrator under this Rule.

4. If an arbitrator is excused on or after the date of the first scheduled hearing, the dispute may, at the election of the non-requesting party and with the consent of the chairman be heard and decided by the remaining arbitrators.

1102.O. Hearing Procedures

Arbitrations Resolved Without a Hearing

Arbitration claims, cross-claims third-party claims or counterclaims that do not exceed $10,000 may, in the interests of efficiency and economy, be resolved without hearing. The panel shall render its decision based upon the parties’ written submissions and any other relevant information obtained and provided to the panel and the parties at the direction of the chairman and/or the panel.

Chairman

The panel chairman shall preside over the proceeding and shall make such determinations on relevancy and procedure as will promote a fair and expeditious adjudication of any claim. The chairman may administer oaths or affirmations by witnesses. Upon request of the panel chairman, the Market Regulation Department shall submit any documents to the panel and parties that are relevant and readily available.

Arbitrators

The arbitration panel shall consider all relevant, probative testimony and documents submitted by the parties. The panel shall be the sole judge of the law and the facts, but if the panel is in doubt as to any questions of law, it may refer the question to its legal counsel who shall be one of the Market Regulation Department’s Enforcement Counsel for an opinion. The panel shall not be bound by the formal rules of evidence. The final decision of the panel shall be by majority vote of the arbitrators, and the chairman shall vote only to resolve a tie.

Parties and their Representatives

Each party and his representative has the right to examine all relevant documents prior to and during the hearing, to present all relevant evidence in support of a claim or defense or as rebuttal to a claim or defense, and to question during the hearing witnesses presented in connection with a claim or defense. An entity may have one corporate representative of the entity, in addition to any counsel of record, attend the arbitration hearing. Such corporate representative is not precluded from testifying in the matter.

Witnesses

All testimony offered to the panel will be under oath or affirmation. Witnesses will be permitted in the hearing room only while providing testimony to the panel. Witnesses shall testify in person at the hearing, except that for good cause shown and in the discretion of the chairman, a witness may be allowed to testify by telephone or other appropriate means.

Hearing Record

An audio recording or transcription of the proceeding shall be made by the Market Regulation Department. Unless otherwise ordered by a chairman of the CME and CBOT Arbitration Committee, a copy of the audio recording or transcript will be released to a party only for the purpose of an application to confirm, vacate, modify or correct an award in a court of law. The requesting party shall bear the cost of copying the recording or transcript.

1102.P. Awards

Decision by Panel

After a hearing, or, on customer claims that do not exceed $10,000 upon consideration of the pleadings and other relevant information, the arbitration panel shall issue a written decision signed by the panel chairman and at least a majority of the panel. The panel may decide any matter in controversy and issue any order the panel deems necessary to fully resolve the dispute. The Market Regulation Department shall promptly
serve copies on all parties. The decision of the panel shall be final and not appealable. A monetary award made by the panel may include the following:
1. Actual damages;
2. Interest thereon;
3. Punitive damages of no more than two times the amount of actual damages.;
4. The arbitration fee incurred by a prevailing party, or a portion thereof; and
5. All or any portion of the administrative costs of the proceeding and any other reasonable and necessary expenses, including, but not limited to, attorneys’ fees (a) incurred by a party by reason of another party's frivolous or bad faith claim, defense, or conduct during the arbitration or (b) where a statutory or contractual basis exists for awarding such fees. Requests for attorneys’ fees and costs incurred in the arbitration proceeding must be raised in the proceeding or they are waived.

Failure to Prosecute
The chairman may order a party who fails to prosecute or defend a claim to pay all or a portion of its administrative costs incurred in connection with the arbitration claim.

1102.Q. Correction of Award
Any party may, within three days after receipt of the notice of decision, request the arbitration panel to modify or correct its decision where there has been an obvious material miscalculation or misdescription or where the notice is imperfect in a matter of form not affecting the merits of the dispute or decision.

1102.R. Satisfaction Of Award
A party directed to pay an award shall submit payment of the amount due directly to the party receiving the award. An arbitration award must be satisfied within 15 days of receipt of the notice of decision. If a request is made to correct an award pursuant to Rule 1102.Q., the award must be satisfied within 15 days of receipt of the corrected notice of decision.

A party making payment must submit proof of payment to the Market Regulation Department no later than the business day following payment. An individual member who fails to provide proof of payment within the time prescribed will forfeit the following privileges until proof of payment has been provided: 1) access to all CME Group markets; 2) access to the Globex platform; and 3) access to any other electronic trading or clearing platform owned or controlled by CME Group. A Member Firm that fails to provide proof of payment within the time prescribed will forfeit preferred fee treatment for its proprietary trading. Any Member that fails to pay an arbitration award within the time prescribed may be subject to sanctions pursuant to Rule 1100.H.13. and may be immediately removed from any trading floor owned or controlled by CME Group.

1102.S. Right to Counsel
Every Person is entitled to represent his own interests, be represented by an attorney at law of his choosing and at his own expense who is admitted to practice before the highest court in any State, or be represented by any other non-compensated representative at any stage of an arbitration proceeding. An entity must be represented by an officer or owner of the entity or by an attorney at law.

1102.T. Computation of Time
For the purposes of Rule 1102, when a period of time is prescribed by a number of days, and not a specific date, the first day counted for the time prescribed is the day after notice is received or other event giving rise to the period of time occurs. Any submission is due or the time to take action shall lapse by the close of business on the last day counted, unless the last day is a weekend or CME Group exchange holiday, in which case the due date shall be the next following day the CME Group exchange is open for business.

For time periods of five days or less, only days the CME Group exchange is open for business will be counted. For all other time periods calendar days will be counted.

1102.U. Submissions to or Communications with the Panel
Any submission for consideration by a chairman or panel must be submitted to the Market Regulation Department with copies simultaneously served on each other party or designated representative of a party.

After a dispute has been submitted for arbitration, a Person filing the claim or required to respond to the claim and any Person asked to provide documents, information or testimony in connection with such claim shall not contact any member of a panel appointed to hear the claim for any purpose related to the dispute described by the claim.
1102.V. Arbitration Fees
Any Person submitting an arbitration claim shall remit the applicable fees as may be determined by the Market Regulation Department at the time of submission in order for such action to be effective.

1102.W. Confidentiality
Any and all documents, data, testimony, or other information obtained as part of an arbitration pursuant to this Rule shall be treated as strictly confidential by the parties to the Arbitration and the Member Panel. Such documents, data, testimony or other information may only be used for purposes of the arbitration or to confirm, vacate, modify or correct an award in a court of law and for no other purpose.

1103. DELIVERY FACILITIES AND DELIVERY PROCEDURES

1103.A. Scope of Rule
Deliveries and delivery facilities shall be governed by this Rule and, where applicable, the Section of Chapter 11 which includes contract specifications for the commodities being delivered and such other requirements as CME Spot Market may prescribe.

1103.B. Declarations of Force Majeure
If a determination is made by the Chief Executive Officer, President, President of Global Operations, Technology & Risk or Chief Operating Officer, or their designee, that delivery or final settlement of any spot contract cannot be completed as a result of Force Majeure, he shall take such action as he deems necessary under the circumstances, and his decision shall be binding upon all parties to the contract.

It shall be the duty of Members and regular facilities to notify CME Spot Market of any circumstances that may give rise to a declaration of Force Majeure.

Nothing in this Rule shall in any way limit the authority of the Chief Regulatory Officer to act in a Force Majeure situation pursuant to CME Spot Market Rule 1100.D.

1103.C. Regular Warehouses and Plants

Conditions for Approval
Warehouses or plants (hereafter “facilities”) may be declared regular for delivery with the approval of CME Spot Market. Persons operating facilities who desire to have such facilities made regular for delivery shall make application for a declaration of regularity annually on a form prescribed by CME Spot Market prior to October 31.

Initial regularity shall be effective either thirty days after CME Spot Market posts a notice that a bona fide application has been received or the day after the application is approved by CME Spot Market, whichever is later.

CME Spot Market may establish such requirements and conditions for approval of regularity as it deems necessary. The application for regularity prescribed by CME Spot Market shall set forth conditions of regularity as well as other agreements with which the operator of the regular facility shall comply. In addition to any conditions and agreements contained in such application or in the relevant product section, the following shall constitute conditions for regularity and requirements with which the operator of a regular facility shall comply:

1. Facilities shall be a licensed, public, cold and/or dry storage warehouse and meet all local, state and federal requirements.

2. The operator of such facility shall be in good financial standing and credit. Financial statements must be reviewed or audited in accordance with U.S. Generally Accepted Accounting Principles or other international financial standards as deemed acceptable by CME Spot Market. On an annual basis, the facility shall provide CME Spot Market with copies of reviewed or audited financial statements of the facility, and its parent company (as applicable), as the reviewed or audited financial statements become available. Additionally, the facility must provide CME Spot Market with notice of any substantial reduction in capital as compared to the most recent filing of a financial report.

3. The operator of the facility shall promptly advise the Registrar of any issues at the facility which may cause damage to product held in store by it, whenever such damage shall occur to an extent that will render the product undeliverable.

4. The operator of the facility shall make such reports, keep such records and permit such facility visitation as CME Spot Market, or any other applicable government agency may require.
5. No facility shall be declared regular unless it has in force and effect warehouseman’s legal liability insurance issued by such insurance companies and upon such terms and conditions as are satisfactory to CME Spot Market.

6. Facilities shall provide such guarantees, bonds or other financial instruments to CME Spot Market as may be required to guaranty the performance of its obligations pursuant to these Rules and any conditions set forth in the conditions for approval.

7. The facility is not required to own the storage facility and may lease the storage facility from the owner upon such terms and conditions as are satisfactory to CME Spot Market. The facility may also enter into a service arrangement pursuant to which an agent or contractor performs the daily operations of the storage facility upon such terms and conditions as are satisfactory to CME Spot Market. The facility shall be responsible for the conduct of its agents or contractors.

8. All officers, directors, employees and agents of a facility shall be prohibited from revealing any information regarding customers who have dealings with the facility except as permitted by CME Spot Market.

   In the event the facility or any of its respective parent, subsidiaries or affiliates, engage in any trading activity, whether directly or indirectly, for which the facility has received approval for regularity, the facility shall institute such controls as CME Spot Market, at its discretion, deems necessary to protect the confidentiality of the users of the facility.

9. The operator of the facility shall not engage in unethical or inequitable practices, and shall comply with all applicable federal or state statutes, rules or regulations.

10. Members operating regular facilities shall be subject to CME Spot Market Rules and shall abide by and comply with the terms of any disciplinary decision imposed against it pursuant to CME Spot Market Rules.

11. Members operating regular facilities shall consent to the disciplinary jurisdiction of CME Spot Market for five years after such regularity lapses, for conduct which occurred while the facility was regular. CME Spot Market, in its sole discretion, may determine not to approve facilities for regularity, regardless of whether such facilities meet the preceding requirements and conditions.

1103.D. Revocation, Expiration or Withdrawal of Regularity

The Chief Regulatory Officer or his designee may revoke a declaration of regularity whenever a regular facility fails to comply with the conditions specified in this section, any other conditions to which it has agreed in its application for regularity, or any other CME Spot Market Rule.

Unless a shorter notification period is otherwise authorized by CME Spot Market, a facility shall give six (6) months prior written notice to withdrawing from regularity.

If the designation of a facility as regular is withdrawn or revoked, a notice shall be posted announcing such revocation and also the period of time.

1103.E. Liability for Negligence of Graders

CME Spot Market shall not be liable for any error or negligence of any grader, and all claims for liability relating to grading or certificates of analysis shall be waived.

1103.F. Finality of USDA or Other Required Grading Certificate or Certificate of Analysis

CME Spot Market assumes no responsibility and disclaims all liability on account of the grade, quantity or specifications of any commodity delivered on the basis of a USDA or other required grading certificate or certificate of analysis.

1103.G. Appendix

Service Providers

1104. SPOT CALL CHEESE

1104.A. Commodity Specifications

Definitions

1. The “spot call” is the procedure for trading and delivering cash cheese as more fully set forth in this Rule.

2. A “carload” consists of between 40,000 and 44,000 pounds, gross weight.
3. The "day of sale" is the day on which trading on the spot call is conducted.

Varieties
The following "Varieties" of cheese, as defined in the standards of identity established by the Food & Drug Administration in Code of Federal Regulations, Title 21, Part 133 (21 CFR 133), as amended from time to time, may be traded on the spot call:
Cheddar cheese
Cheddar cheese for manufacturing
Granular cheese
Granular cheese for manufacturing

Styles
Trading in the several varieties shall be limited to the following "styles":

<table>
<thead>
<tr>
<th>Variety</th>
<th>Style</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheddar cheese</td>
<td>40# blocks</td>
</tr>
<tr>
<td>(Manufactured from pasteurized milk only.)</td>
<td></td>
</tr>
<tr>
<td>Cheddar cheese, cheddar cheese for manufacturing, granular cheese, granular cheese for manufacturing</td>
<td>Barrels</td>
</tr>
</tbody>
</table>

Grades
Cheese in 40# block style shall meet the requirements of Wisconsin State Brand, USDA Grade A or better. Cheese in barrel style shall meet the requirements of Wisconsin State Brand, USDA Extra Grade or better.

Age
Unless a bid or offer specifies otherwise, on date of sale cheese shall be not less than four days or more than one month (30 calendar days) of age.

Moisture Content
Moisture content for cheese in 40# block style shall not be less than 36.5%.

Color
Cheese in barrels shall be white. Cheese in 40# block style shall be colored and shall fall within the color range of 6-8 on the NCI color chart.

Marking
All cheese sold on CME Spot Market shall show upon each package the shipper’s lot number, net weight, vat number, and date and shall not contain upon the cheese and package any brand or printed information except such information as is required by this Rule and by law.

Approved Factories
All cheese sold on CME Spot Market shall have been produced in factories which at the time of production have been surveyed and approved by the Grading Service of the USDA and are on the eligible list of that Service.

1104.B. Spot Call
Trading Schedule
Contracts shall be scheduled for trading and delivery during such hours and days as determined by CME Spot Market.

Price Fluctuations
All bids and offers shall be at a stated price per pound. Fractions of a cent shall be stated in multiples of a quarter of a cent. The minimum price fluctuation shall be $.0025 per pound.

The first posted bid (offer) of each trading session shall not be more than $.01 higher (lower) than the last market price noted for the previous session. Subsequent bids (offers) that would establish or change the market price for the current session, or any responses to posted offers (bids) higher (lower) than the last market price, shall be made in price increments not to exceed $.01 per pound from the last market price.

Posting Bids and Offerings
A spot load can only be sold on CME Spot Market when, at the time of offering, the seller has documented possession/ownership of a deliverable load.
Quantities Bid and Offered
An offer to sell or bid to buy more than one carload may be accepted in part or in full.

Restriction on Bids and Offers
No principal shall enter a bid (offer) for cheese of the same variety, style, grade and age at the same price that is currently being offered (bid) by that principal.

Contract Modifications
All deliveries must conform to government regulations in force at time of delivery. If any federal governmental agency issues an order, ruling, directive or law that conflicts with the requirements of these Rules, such order, ruling, directive or law shall be construed to take precedence and become part of these Rules.

1104.C Settlement Procedures
Seller's Duties
1. The seller shall, by 3:00 p.m. (Chicago time) on the day of sale submit to the Clearing House the identity of the seller.
2. The seller shall provide details about the cheese, to the Clearing House by 12:00 noon (Chicago time) on the business day after the date of sale.
3. The seller shall, by 3:00 p.m. (Chicago time) on the business day after the day of sale, notify the Clearing House if the cheese is to be graded.
4. The seller may demand payment in full by wire transfer before making shipment. Such demand must be made by the seller upon the date of sale and evidence of the receipt of such demand by the buyer must be filed with the Clearing House in the form of either an electronic acknowledgment or a copy of a wire sent to the seller on the date of the sale.
5. Upon receipt of buyer's instructions, seller shall immediately make shipment in accordance therewith. If the seller is unable to obtain shipping facilities, seller shall promptly notify buyer of its inability to obtain shipping facilities and ship at the earliest opportunity. Cheese shall be loaded on truck and shipped as directed by the buyer. All other transportation charges shall be borne by the buyer.
6. Proof of delivery (i.e. bill of lading or warehouse form showing ownership transfer) shall accompany the invoice and seller shall submit copies of the documents to the Clearing House no later than 5 business days after the buyer receives the product.

Buyer's Duties
1. The buyer shall, by 3:00 p.m. (Chicago time) on the day of sale, submit to the Clearing House the identity of the buyer.
2. The buyer shall, by 3:00 p.m. (Chicago time) on the business day after the day of sale, notify the Clearing House if the cheese is to be graded.
3. The buyer shall be responsible for arranging and providing transportation for the cheese. The buyer shall deliver instructions for shipping and routing to final destination via the Clearing Houses online deliveries system by 12:00 noon (Chicago time) on the third business day after the day of sale. If the buyer fails to deliver such instructions within the required time or if the buyer fails to pick up the cheese at the specified date and time, the seller shall either store the cheese and charge the buyer the generally accepted commercial monthly rate or ship the cheese by truck or rail to the buyer at the buyer's main warehouse.
4. The buyer shall pay for the cheese within 3 business days after the date of the invoice covering the cheese.

Clearing House Responsibilities
The Clearing House shall make available an invoice that specifies the date and price of sale, adjusted for moisture content when applicable. The freight differential, if any, shall be credited to the buyer on the invoice.

1104.D Deviations And Allowances
Adjustment for Moisture Content
Adjustments in price for moisture content shall be made for carloads of cheese in barrel style in accordance with this Rule. Cheese in the 40# block style shall not be subject to price adjustment for moisture content.
No cheese exceeding 37.7% moisture content shall be invoiced on the moisture basis.

Where applicable, the price adjustment for moisture content shall be invoiced according to the following Rules:

The price specified on the board, which shall be known as the stated price, shall be adjusted for moisture content in accordance with the moisture price adjustment tables as provided by CME Spot Market.

In adjusting the stated price for moisture content the measured moisture shall be rounded to the nearest one-half percent. For example, if the measured moisture is 36.2 percent, it shall be considered to be 36 percent moisture, while if the measured moisture is 36.3 percent, it shall be rounded to 36.5 percent moisture.

The seller of cheese on the moisture basis shall furnish the buyer and to CME Spot Market, a manifest showing for each vat the seller's lot number, date and vat number, number of boxes, weight, moisture test, price per pound and extension in dollars and cents.

**Weight**

The delivered carload may vary between 40,000 and 44,000 pounds in gross weight. Payment shall be made on the basis of the exact net weight delivered, with cheese delivered in steel barrels receiving a 3-cent per pound discount.

**Delivery Points**

Cheese may be delivered at any point within the continental United States. Cheese delivered from points more than 300 miles from Green Bay, Wisconsin, shall be subject to a freight differential. The freight differential shall be deducted from the gross weight and shall be the amount by which the cost of shipment from the shipping point to Green Bay, Wisconsin, exceeds the cost of shipment for 300 miles. To comply with this Rule, distance from the shipping point to Green Bay shall be arrived at by reference to the current issue of the Household Goods Carriers’ Bureau Mileage Guide. The cost of shipment shall be determined by reference to a table provided from time to time by CME Spot Market based on reasonable competitive rates per mile for minimum load of 44,000 pounds gross weight. In no event shall the deduction for the freight differentials exceed the actual cost of shipment as noticed by the buyer's shipping and routing instructions. The freight differential to be deducted is the lower of the Green Bay delivery point or the actual mileage exclusive of the first 300 miles to the noticed delivery point. See the notes at the end of this chapter for tables used in determining freight differentials and for examples of calculations.

**1104.E. Packaging**

All containers used in the packaging of cheese sold on CME Spot Market shall meet the requirements of all applicable Federal and State laws and the applicable requirements of the Consolidated Freight Classification, sometimes known as the Uniform Freight Classification, and of the National Motor Freight Classification.

Cheese shall be packed according to the following specifications:

**40# Block**

Cheese in 40# block style shall be wrapped in a sealed film resulting in an airtight package and shall be packed in corrugated or solid fiberboard containers with a reinforcing inner liner or sleeve.

**Steel Barrels**

The barrel shall be an airtight 16 gauge steel, straight side, universal style drum with full open removable head and bolt locking ring closure. It shall be 55 gallon capacity with inside dimensions of 22 ½” diameter by 33 ½” depth.

The closing ring shall be 12 gauge steel, type 17-H, either dipped or sprayed with aluminum enamel, with forged lugs—one flanged and the other drilled and threaded to accommodate a 5/8” National Coarse, zinc or cadmium plated bolt.

The barrel cover or head shall have 2” I.P.S. Reike zinc plated fitting with rubber plug gasket (No. GK-43-W supplied by Reike Metal Products Co., Auburn, Indiana), or equivalent.

The barrel cover gasket shall be white, odorless, tasteless, non-toxic, fat resistant rubber. Gasket dimensions shall be 3/8” outside diameter, 1/8” inside diameter, approximately 70” long, vulcanized endless, 75 to 80 durometer on “A” scale. It shall be free of extrusion marks or ridges.

Barrels shall be lined with not less than .0015” thick polyethylene bag liner not less than 36” wide by 62” long.
Barrels Other than Steel

Barrel cheese in containers other than steel shall meet the specifications of USDA as set forth in "Announcement DAIRY-7, Purchase of Bulk Dairy Products", as amended from time to time or as such specifications are modified as follows:

1. Fiber barrels
   a. Sidewalls shall consist of Kraft liner board or equivalent which has been convolutely or spirally wound using sodium silicate adhesive or equivalent, shall be constructed with a minimum of six plies and have a thickness of not less than .07 inches. Bursting strength of the sidewall shall be a minimum of 600 lbs. PSI.
   b. Inside dimensions of the sidewalls shall measure between 22½" and 23½" in diameter with a height of between 33" and 35".
   c. Sidewalls may be manufactured with one open end to use one cover or two open ends which require two covers.
   d. Top and bottom covers shall be manufactured of Kraft liner board with a minimum of six plies glued together with the same adhesive as sidewalls. Bursting strength of the covers shall be a minimum of 800 lbs. PSI.
   e. Covers shall be coated, waxed or laminated for protection from the effects of free whey.
   f. Top and bottom covers shall be secured to the sidewall body with ½" to 3/4" wide flat steel strapping with a minimum breaking strength of 300 lbs. Strapping shall be applied straight and sufficiently taut to embed into the edges of the barrel, but not to the extent of cutting, tearing or damaging the barrel.
   g. Fiber barrels which are pallet loaded shall be strapped together, 4 barrels per pallet. The steel banding shall have a minimum breaking strength of 1,400 lbs. and be applied straight around the 4 barrels 8" to 10" from the top.

2. Corrugated Fiberboard Barrels

Body construction may be comprised of one or two parts. The shape may be round, hexagonal or octagonal. The covers may be an integral folding part of the barrel body or may be a separate part of the barrel.

   a. Two Body Parts
   Barrels which are comprised of two body parts (body and inner sleeve or tube) shall meet the following minimum specifications:
      i. The outer body may consist of a single wall corrugated fiberboard 180 lb. natural Kraft B flute with a minimum bursting strength of 350 lbs. PSI. The body joint shall be overlapped a minimum of 3 inches and glued.
      ii. The inner corrugated fiberboard tube shall be made of double wall 106 lb. natural Kraft, A-B or B-C flute with a minimum bursting strength of 350 PSI. This liner shall be the same height as the body of the barrel.
      iii. Top and bottom cover material shall meet the minimum standards for body construction. The covers shall be coated, waxed or laminated to protect them from the effects of free whey. Covers shall be designed with an interlocking feature of cover to barrel body. Both covers shall be secured to the barrel body with steel strapping.
      iv. When the sidewall body does not contain a minimum of three strands of sesame tape or equivalent reinforcing as an integral part of the body, then those barrels shall have two straps of steel banding around the body. This strapping shall be sufficiently taut, applied straight and equally spaced for added body strength.
      v. Steel strapping shall be ½" or larger with a minimum breaking strength of 300 lbs.
      vi. Maximum overhang on a standard 40 X 48 pallet shall be four inches. Pallet loaded barrels shall be banded together as required by subparagraph 3A of this Rule.
      vii. Barrel liners shall be USDA approved as outlined in "Announcement DAIRY-7, Purchase of Bulk Dairy Products as amended from time to time."

   b. Single Body
Barrels which are comprised of one body part shall meet the following minimum specifications:

i. Double wall corrugated material which has B, AB or BC flutes. Minimum bursting strength shall be 500 PSI.

ii. Barrels with folding covers but without an interlocking feature shall be taped closed with a wide waterproof tape of adequate strength to hold the closure securely.

iii. Covers which are a separate part of the barrel shall comply with subparagraph 3B(1)c.

iv. Barrels manufactured without sesame tape or equivalent body reinforcement shall be body banded as in B(1) above.

v. Maximum overhang on a standard 40 X 48 pallet shall be 3 inches. Pallet loaded barrels shall be banded together as required by subparagraph 3A of this Rule.

vi. Barrel liners shall be USDA approved as outlined in “Announcement DAIRY-7, Purchase of Bulk Dairy Products as amended from time to time.”

3. Performance Criteria for Fiber and Corrugated Fiberboard Barrels:

   a. Barrels shall be clean and dry. They may contain stains from free whey providing the area has dried out and has not damaged the barrel.

   b. Barrels may not be split, torn or contain any holes except for the sampling hole.

   c. Barrels shall maintain their original shape, however, hexagonal and octagonal barrels may show slight rounding of the body.

   d. Barrels must withstand a minimum stacking height of 3 pallet loads without distorting or damaging the bottom barrels.

   e. The maximum head space on all types of barrels shall be 1 ½ inches.

   f. Whenever in these Rules a bursting strength is specified, it shall refer to the Mullen test.

Any claim that cheese containers do not meet the above stated performance criteria must be made within thirty calendar days of delivery to buyer and any dispute shall be reported to CME Spot Market and settled by arbitration by a Member Panel as set forth in Rule 1102.A. which may, in addition to other sanctions permitted by these Rules, require seller to replace barrels not meeting said performance criteria and/or compensate buyer for any damages buyer has sustained by virtue of the barrels not meeting performance criteria.

1104.F. Inspection

Buyer or seller may demand inspection of cheese for grade and weight before it is shipped. Such inspection shall be made prior to shipment at seller’s facilities or at a warehouse near the seller’s facilities and cost to be borne by the party requesting the grade. Such inspection shall be made by an independent third party grader such as a Wisconsin State Grader or a U.S. Government Grader. The results of such inspection, grading or weighing shall be final and binding to both parties.

If an inspection is requested the following deadlines shall apply.

1. Buyer shall pay 90% of the amount invoiced within 3 business days after the day of invoice, and the balance when grading is complete.

2. If the cheese delivered fails to meet specifications as stated in these Rules a claim shall be made in writing to the seller with a copy delivered to the Clearing House within two business days of grading issuance.

If the buyer inspects and accepts the cheese or if he waives inspection, he cannot thereafter dispute the grade or weight of the cheese delivered to him.

Any cheese in dispute shall be properly stored by the Person having possession.

1104.G. Delivery Procedures

The buyer must pick up the cheese no later than 6 business days after the date of sale, unless an inspection is call for by the buyer or seller. In which case, the buyer will receive additional calendar days for pick up depending on the age of cheese on the day of sale.

1. Seven (7) additional calendar days for cheese between ten and thirty days old.

2. Ten (10) additional calendar days for cheese between four and nine days old.

For loads that receive a failing grade, the following will take place:
3. A seller will have a replacement load available for pick up 3 business days after issuance.

4. A buyer will pick up the replacement load 3 business days after the load is made available from the seller.

5. Cheese failing to meet grade will be replaced with cheese meeting the requirements as stated in these Rules or should be of like requirements of the original load.

6. Documentation of replacement and pick up sent to the Clearing House within two business days.

7. Any claim regarding performance by the buyer or seller of the Rules of this Section shall be reported to the Clearing House within Ten (10) calendar days of delivery.

The Market Regulation Department has the authority to perform audits of all market participants.

1104.H. Associated Costs

Container and Pallet Charges

Seller shall invoice and buyer shall deposit with seller the sum of $34.00 per steel barrel plus the amount of any sales or other tax which would be imposed in the event of a forfeiture of said deposit. If he notifies seller at or prior to delivery, the buyer may, within 60 calendar days of receipt thereof, return to seller on a freight prepaid basis, identical barrels or barrels of like specification and in approximately the same condition. All returned barrels must have been cleaned, and washed and waxed. Seller shall, upon receipt of such barrels, refund to buyer the amount deposited with seller plus any excess freight charge. The excess freight charge shall be the amount by which the actual return freight on empty barrels exceeds the freight cost from buyer's shipping point to Green Bay, Wisconsin.

Failure of buyer to return containers within the time and in the condition called for in this Rule shall be reported to CME Spot Market and settled by arbitration by a Member Panel as set forth in Rule 1102.A. which may assess damages in favor of seller for double the value of the containers.

Seller shall invoice and buyer shall pay to the seller the sum of $5 per barrel for cheese in containers other than steel.

Cheese in block style must be loaded on pallets for shipping. Seller must note whether barrel style cheese is floor or pallet loaded. Buyer must arrange for full CME Spot Market of pallets or make payment at $7 per pallet.

1104.I. Settlement Of Disputes

All disputes arising from the operation of this Section, except for disputes noted under Rule 1104.F., shall be arbitrated under the provisions of the Rules of CME Spot Market Inc.

1104.J. CME Spot Market Fees

A fee of $25 per carlot shall be paid to CME Spot Market by both the buyer and the seller.

1104.K. Failure To Perform

If the seller fails to deliver at the required time, he shall be in default, except that the Chief Regulatory Officer or his designee may extend the time to deliver for good cause shown, an additional three hours. In the event a seller defaults, he shall be penalized $.10 per pound plus the advance, if any, from the purchase price to the full market price on the day of tender. The Chief Regulatory Officer or his designee, at its sole discretion, shall determine such market price by taking account of bona fide sales and quotations on such date including any purchase by the buyer to replace the defaulted delivery.

If the buyer fails to accept delivery, he shall be penalized $.10 per pound plus the decline, if any, from the purchase price to the full market price on the day of tender, as determined by the Chief Regulatory Officer or his designee] in the above stated manner. Payment shall be made as above.

With the exception of Force Majeure, any failure to meet the deadlines set forth within this Section will subject one or both parties to a penalty of $500 per contract, per calendar day payable to CME Spot Market at the close of each day. Repeated failure may result in suspension of trading privileges or expulsion for one or both parties.

Sellers or Buyers who submit late, materially incomplete or erroneous delivery information or who cause material adjustments to delivery information shall be fined $200 per contract per day, payable to the buyer or seller depending on the party that is harmed.
INTERPRETATIONS AND SPECIAL NOTICES
RELATING TO RULE 1104

INTERPRETATION TO RULE 1104.D. ADJUSTMENT FOR MOISTURE CONTENT

The method used in computing the moisture price adjustment tables noted in Rule 1104.D. is as follows:

1. Legal cheddar cheese may contain 39% moisture; therefore, 61% of solids. A cheese containing 37% moisture would have 63% solids, etc.

2. Price to be paid for 37% cheese on a "dry basis" where market level is 52.75 cents for 39% moisture would be figured: multiply solids (100 less 37 equals 63) by market price (52.75) and divide by 61 (100 less 39).

   This gives the price per pound of 37% cheese as compared to 39% cheese at the 52.75 cent market level (54.48 cents)

3. For 35% cheese on basis of 52.75 cents for 39% cheese: 65 times 52.75 divided by 61 equals 56.21 cents.

INTERPRETATION TO RULE 1104.D. DELIVERY POINTS

Table for use in determining freight differential to be deducted from the sale price pursuant to Rule 1104.D.:  

<table>
<thead>
<tr>
<th>Miles from delivery point to Green Bay, WI</th>
<th>Deduction per hundredweight on gross weight of invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>300–319</td>
<td>$.03</td>
</tr>
<tr>
<td>320–339</td>
<td>.07</td>
</tr>
<tr>
<td>340–359</td>
<td>.11</td>
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<tr>
<td>360–379</td>
<td>.15</td>
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<td>380–399</td>
<td>.20</td>
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<td>400–419</td>
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<td>420–439</td>
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<td>440–459</td>
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<td>500–519</td>
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<td>820–849</td>
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<tr>
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<td>880–909</td>
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<td>910–939</td>
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<td>940–969</td>
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<td>970–999</td>
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<td>1030–1059</td>
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<td>1060–1089</td>
<td>1.94</td>
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<tr>
<td>1090–1119</td>
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<td>1120–1159</td>
<td>2.10</td>
</tr>
<tr>
<td>1160–1199</td>
<td>2.18</td>
</tr>
</tbody>
</table>
### Examples of calculations for freight differentials:

<table>
<thead>
<tr>
<th>Example 1</th>
<th>Example 2</th>
<th>Example 3</th>
<th>Example 4</th>
<th>Example 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Seller location</td>
<td>Eau Claire, WI</td>
<td>Twin Falls, ID</td>
<td>Dallas, TX</td>
<td>Fresno, CA</td>
</tr>
<tr>
<td>B. Seller mileage to Green Bay</td>
<td>194</td>
<td>1,586</td>
<td>1,095</td>
<td>2,218</td>
</tr>
<tr>
<td>C. Seller deduction per cwt. gross wt. vs. Green Bay</td>
<td>$0.00</td>
<td>$3.09</td>
<td>$2.02</td>
<td>$4.49</td>
</tr>
<tr>
<td>D. Buyer location</td>
<td>Milwaukee, WI</td>
<td>Ogden, UT</td>
<td>Springfield, MO</td>
<td>Mankato, MN</td>
</tr>
<tr>
<td>E. Buyer mileage to Seller</td>
<td>234</td>
<td>184</td>
<td>421</td>
<td>1,895</td>
</tr>
<tr>
<td>F. Seller deduction per cwt. gross wt. vs. buyer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.29</td>
<td>$3.72</td>
</tr>
<tr>
<td>G. Net Seller deduction per cwt. (lesser of C. or F.)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.29</td>
<td>$3.72</td>
</tr>
</tbody>
</table>

**Example 1:** The seller to buyer mileage (E) is greater than the seller to Green Bay mileage (B). Both are less than 300 miles. The seller pays $0 freight differential.

**Example 2:** The seller to buyer mileage (E) is less than the seller to Green Bay mileage (B). The seller to buyer mileage is also less than 300 miles. The seller pays $0 freight differential.
Example 3: The seller to buyer mileage (E) is less than the seller to Green Bay mileage (B). Both are greater than 300 miles. The seller to buyer mileage applies. The seller pays $0.29 freight differential.

Example 4: The seller to buyer mileage (E) is less than the seller to Green Bay mileage (B). Both are greater than 300 miles. The seller to buyer mileage applies. The seller pays $3.72 freight differential.

Example 5: The seller to buyer mileage (E) is greater than the seller to Green Bay mileage (B). Both are greater than 300 miles. The seller to Green Bay mileage applies. The seller pays $.11 freight differential.

1105. LIMITATION OF LIABILITY

A. EXCEPT AS PROVIDED BELOW, CHICAGO MERCANTILE EXCHANGE INC, INCLUDING THE CME SPOT MARKET (THE “EXCHANGE”), THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. ("CBOT"), NEW YORK MERCANTILE EXCHANGE, INC. ("NYMEX") (INCLUDING EACH OF THEIR RESPECTIVE SHAREHOLDERS) (INCLUDING EACH OF THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES), THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, MEMBERS, AND CLEARING MEMBERS, SHALL NOT BE LIABLE TO ANY PERSON FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, AND DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), ARISING FROM:

i. ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF ANY OF THE SYSTEMS AND SERVICES OF THE EXCHANGE OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS AND SERVICES, INCLUDING WITHOUT LIMITATION ELECTRONIC ORDER ENTRY/DELIVERY, TRADING THROUGH ANY ELECTRONIC MEANS, ELECTRONIC COMMUNICATION OF MARKET DATA OR INFORMATION, WORKSTATIONS USED BY MEMBERS AND AUTHORIZED EMPLOYEES OF MEMBERS, PRICE REPORTING SYSTEMS AND ANY AND ALL TERMINALS, COMMUNICATIONS NETWORKS, CENTRAL COMPUTERS, SOFTWARE, HARDWARE, FIRMWARE AND PRINTERS RELATING THERETO; OR

ii. ANY FAILURE OR MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION OR TERMINATION, OR ANY OTHER CAUSE, OF ANY SYSTEM OR SERVICE OF THE EXCHANGE 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 EXCHANGE OR ANY EXCHANGE SYSTEMS, SERVICES OR FACILITIES; OR

iv. ANY UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF ANY EXCHANGE SYSTEMS, SERVICES OR FACILITIES BY ANY PERSON.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE AND WHETHER THE CLAIM IS BROUGHT DIRECTLY OR AS A THIRD PARTY CLAIM.

A PARTY WHO HAS BEEN FINALLY ADJUDICATED TO HAVE ENGAGED IN WILLFUL OR WANTON MISCONDUCT MAY NOT AVOID ITSELF OF THE PROTECTIONS IN THIS RULE.

B. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE) PROVIDED BY THE EXCHANGE, CBOT, OR NYMEX
C. ANY DISPUTE ARISING OUT OF THE USE OF SYSTEMS OR SERVICES OF THE EXCHANGE OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES IN WHICH THE EXCHANGE (INCLUDING ITS SUBSIDIARIES AND AFFILIATES), OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS IS A PARTY SHALL BE ARBITRATED PURSUANT TO EXCHANGE RULES. ANY ARBITRATION SHALL BE BROUGHT WITHIN THE PERIOD PRESCRIBED BY EXCHANGE RULES. ANY OTHER ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE ABOVE MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. THIS PARAGRAPH C SHALL IN NO WAY BE CONSTRUED TO LIMIT A PARTY’S OBLIGATION TO ARBITRATE ITS CLAIM OR TO CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY EXCHANGE RULES. IF FOR ANY REASON, A COURT OF COMPETENT JURISDICTION FINDS THAT SUCH DISPUTE IS NOT ARBITRABLE, SUCH DISPUTE MAY ONLY BE LITIGATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ANY PROVISIONS OF ILLINOIS LAW THAT WOULD APPLY THE SUBSTANTIVE LAW OF A DIFFERENT JURISDICTION.

D. THE EXCHANGE, CBOT AND NYMEX MAY, IN THEIR SOLE DISCRETION, ASSUME RESPONSIBILITY FOR DIRECT, OUT-OF-POCKET LOSSES DIRECTLY CAUSED BY THE NEGLIGENCE OF GLOBAL COMMAND CENTER OR OTHER EXCHANGE STAFF AND/OR ORDER STATUS ERRORS PROVIDED BY THE GLOBAL COMMAND CENTER. IF SUCH LIABILITY IS ACCEPTED, THE TOTAL AGGREGATE OBLIGATIONS FOR THE EXCHANGE, CBOT AND NYMEX SHALL NOT EXCEED $200,000 FOR ALL LOSSES SUFFERED FROM ALL CAUSES IN A SINGLE CALENDAR MONTH. ANY DISPUTED CLAIM MADE UNDER THIS RULE MUST BE ARBITRATED PURSUANT TO EXCHANGE RULES.

E. IN NO EVENT SHALL THE COLLECTIVE TOTAL AGGREGATE LIABILITY FOR THE EXCHANGE, CBOT AND NYMEX FOR ALL CLAIMS ARISING OUT OF ANY NEGLIGENCE, FAILURES, MALFUNCTIONS, FAULTS IN DELIVERY, DELAYS, OMISSIONS, SUSPENSIONS, INACCURACIES, INTERRUPTIONS, TERMINATIONS, ORDER STATUSING ERRORS 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 EXCHANGE’S SYSTEMS OR SERVICES, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS AND SERVICES, OR THE NEGLIGENCE OF EXCHANGE STAFF, EXCEED $200,000 IN ANY CALENDAR MONTH. IF THE NUMBER OF ALLOWED CLAIMS ARISING OUT OF ANY FAILURES OR MALFUNCTIONS IN A SINGLE CALENDAR MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE MONTHLY LIABILITY LIMITATION, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF THE MAXIMUM AMOUNT AVAILABLE FOR THAT MONTH.