

**CX FUTUREAS EXCHANGE, L.P.**  
**CHAPTER IX**  
**CONTRACTS**

*Rule Amendments*  
*(additions are underlined, deletions are stricken through)*

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**IX-3301. DAILY AGGREGATE RAINFALL INDEX SWAPS**

**(a) Scope and Underlying**

(i) These Contract Rules govern the trading on CX Futures Exchange, L.P. (the “Exchange”) of the DAILY AGGREGATE RAINFALL INDEX SWAPS CONTRACT (“DARI Contract”) and are “Contract Specifications” under Rule IX-1 of the Rules of the Exchange. In general, the DARI Contract is a swap (having the characteristics of a cash-settled option on an underlying index) that will settle based upon the rainfall measurement on each calendar day (midnight to midnight local time of the given location) and will pay a dollar amount per contract to each position holder as calculated by applying a conversion factor (the “DARI Conversion Factor”) per Rule 3301(e) below.

(ii) Clearing of the DARI Contract will be governed by the rules of the CX Clearinghouse, L.P. (the “Clearinghouse”). These Contract Rules constitute “Contract Rules” Under Rule I-7 of the Rules of the Clearinghouse.

(iii) Capitalized terms used, but not defined herein, have the meanings ascribed to them in the Rules of the Exchange or the Rules of the Clearinghouse, as applicable.

**(b) Calculation and Quotation of the Index**

(i) The Daily Aggregate Rainfall Index (“DARI”) represents the total rainfall measured, typically in hundredths of inches, by specific measuring stations during each station’s local calendar day (midnight to midnight, local time).

(ii) Each index point shall be quoted to the nearest one-hundredth of a point and each point represents one inch of reported rainfall at the specified location (e.g. a KNYC index value of 0.55 indicates that station KNYC has reported 0.55 inches of rainfall).

(iii) For the avoidance of doubt, any report of rainfall greater than 0.00” but less than 0.01”, including “trace” or similar reports of rainfall that are discernable although insufficient for measurement will result in a DARI value of 0.01.

(iv) The DARI will be calculated by the Exchange relying primarily on data published by the National Weather Service (“NWS”) in its Climate Report (“CLI”). Other weather products reported by the NWS may be used as necessary to supplement or confirm data appearing in the CLI. The Exchange makes no warranties with respect to the accuracy of the data published by the NWS and the Exchange in its discretion may use other public and private weather reporting sources to determine the value of the Daily Aggregate Rainfall Index when doing so is in the best interest of the marketplace.

**(c) Placement of Bids**

(i) Immediately after a DARI Contract is listed, Participants, through the The Exchange, will be able to bid accept both Market Order bids and Limit Order bids for contracts by specifying the Ticker Symbol of the contract. Notwithstanding anything to the contrary in Rule IV-5, Market Order bids and Limit Order bids will match according to the procedure of paragraph (d). All bids will be must specify the bid's underlying DARI index (i.e. location and date) and Strike Level; Limit Order bids must also specify the minimum settlement price for contracts at the 1.00 DARI Conversion Factor Strike Level. Once any Limit Order bid has been matched by the CX Direct System or any Market Order bid accepted by the CX Direct System, the position may not be liquidated except by Final Settlement as provided under Rule IX-3301(e).

(ii) Market Order bids may be for one (1) or more contracts. All Market Order bids will be at the per-contract premium price per contract specified in Table 1 and require Original Margin to be deposited with the Clearinghouse equal to the per-contract amount with the Clearinghouse premium price at the time that the Market Order is accepted by the CX Direct System.

Table 1	
Trading Days prior to Final Settlement	Contract Premium and Original Margin per Contract
7 or more	\$1.00
6	\$1.25
5	\$1.50
4	\$1.75
3	\$2.00
2	\$2.25
1	\$2.50

(iii) A Market Order bid once accepted may not be cancelled once entered onto the CX Direct System; provided however, However, the Strike Level of a Market Order bid that has been entered may be modified if (A) the modified bid is for the same measurement station and Final Settlement Date DARI index as the original bid and (B) the price difference, if any, between the original bid and the contract premium price per contract in effect at the time that the bid is modified (as specified in Table 1) is deposited as Original Margin with the Clearinghouse.

(iii) Once a position is created by the CX Direct System the position may not be liquidated except by Final Settlement as provided under Rule IX-3301(e).

(iv) Limit Order bids must be for one hundred (100) or more contracts. All Limit Order bids will be at the per-contract premium price at the time that the Limit Order is matched by the CX Direct System and require Original Margin to be deposited with the Clearinghouse

when matched. At Final Settlement, matched Limit Order bids will receive a settlement price that is equal to or greater than the order's specified price times the DARI Conversion Factor for the order's Strike Level.

(v) Limit Order bids will be matched in accordance with paragraph (d) for the maximum possible quantity, with any balance to remain as an open Order until it is matched, cancelled, or expires at the Termination of Trading, provided however, prior to expiration, any unmatched Limit Order will be matched with a Market Order as provided in paragraph (d)(iii).

(vi) For the avoidance of doubt, the Final Settlement Price of Limit Order bids is determined by the DARI Conversion Factor applicable at Final Settlement. For example, if the minimum Final Settlement Price specified on a Limit Order bid is \$4.00 then, if the DARI Conversion Factor is 0.50, the minimum settlement price will be \$2.00; similarly, if the DARI Conversion Factor is 0.01, the minimum settlement price will be \$0.04.

**(d) Reserved Matching of Bids**

(i) Notwithstanding anything to the contrary in Rule IV-7, IV-8(b) or IV-21, all Limit Order bids are matched, if possible, with a corresponding counterparty Limit Order bid electronically through the CX Direct System in accordance with an algorithm that gives first priority to Limit Order bids at the best price and priority among Limit Order bids entered at the same price based on their time of entry into the CX Direct System, with the Limit Order bids first entered receiving first priority. Market Order bids are matched electronically at Termination of Trading through the CX Direct System using an algorithm developed by the Exchange for this Contract.

(ii) Limit Order bids will be matched with other counterparty Limit Order bids at any time prior to the Termination of Trading whenever, for each Strike Level in such orders, the Final Settlement Price of such matched orders, taken together, can equal or exceed the specified price on the order given a Conversion Factor of 1.00 at that order's Strike Level using the Final Settlement procedure in paragraph (e).

(iii) Upon the Termination of Trading, Market Order bids will be matched with both (A) counterparty Market Order bids and (B) unmatched counterparty Limit Order bids. Limit Order bids will only be matched to the extent that the Final Settlement Price will equal or exceed the specified price on such Limit Order bid given a Conversion Factor of 1.00 at that order's Strike Level.

(iv) Any Limit Order bids that remain unmatched under the procedures of this paragraph will expire.

**(e) Determination of Final Settlement Prices for each Strike Level**

Each DARI position holder will receive a payout on his or her position equal to the number of contracts at each Strike Level times the respective Final Settlement Price for each contract. The Final Settlement Price for each contract at each Strike Level is calculated using the procedure in subparagraphs (i) to (iii) below. Using this procedure, the Final Settlement Price for

any contract is at least \$0.01 and no more than \$249.99.

(i) After the DARI is determined for each measuring station for a given Final Settlement Date, then the Exchange will determine the DARI Conversion Factor applicable to each Strike Level for that measuring station on that date.

(A) For Strike Level “0.00”, if the DARI is zero (“0.00”), then the Conversion Factor will be 1.00, or for DARI values greater than zero, 0.01.

(B) The DARI Conversion Factor for all other Strike Levels will be determined by Table 2 below.

<b>Table 2</b>	
<b>Subtract Strike Level from DARI (Add .01 for Strike .01), then if this difference is:</b>	<b>DARI Conversion Factor</b>
Less than zero	0.01
0.00" to 0.24"	1.00
0.25" to 0.49"	0.50
0.50" to 0.74"	0.33
0.75" to 0.99"	0.25
1.00" to 1.24"	0.20
1.25" to 1.49"	0.16
1.50" to 1.74"	0.14
1.75" to 1.99"	0.12
2.00" to 2.24"	0.11
2.25" to 2.49"	0.10
2.50" to 2.74"	0.09
2.75" to 2.99"	0.08
3" or more	0.01

(C) If, after applying (A) and (B) above, the DARI Conversion Factor for all Strike Levels with open interest is 0.01, then the lowest Strike Level above zero (“0.00”) with open interest will be assigned a DARI Conversion Factor of 1.00 and all other Strike Levels will remain unchanged.

(ii) The Exchange will multiply the number of contracts bid at each Strike Level by the DARI Conversion Factor and sum these values across all Strike Levels to obtain the contract's total Residual Bid Interest.

(iii) The Final Settlement Price for each Strike Level will equal that Strike Level’s DARI Conversion Factor times the total Original Margin applicable to the contract divided by the total Residual Bid Interest then rounded down to the nearest one cent (\$0.01).

(iv) After determination of the Final Settlement Price for each contract as provided above, the Exchange will post for each Strike Level (A) the bid interest; (B) the Residual Bid Interest after application of the DARI Conversion Factor; and (C) the Final Settlement Price for each Strike Level.

(v) Final Settlement of open positions in each contract will occur as soon as practical after the Exchange's calculation and verification of each day's Daily Aggregate Rainfall Index; for the avoidance of doubt, such time is generally not later than noon of the first Business Day following the Final Settlement Date.

**(f) Ticker Symbols**

Each DARI Contract will be uniquely identified by a "Ticker Symbol" that is composed of (A) station code (e.g. KNYC), (B) Final Settlement Date and (C) Strike Price. By way of example, for a contract on at least 0.25 inches of rainfall in New York City on April 10, 2019, the Ticker Symbol would be WXRAIN\_KNYC20190410\_0025.

**(g) Final Settlement Date and Termination of Trading**

(i) The Final Settlement Date for each contract may be any calendar day that is not more than ninety-one (91) days and not less than one (1) day from the current Trading Day as made available to Participants on the CX Direct System.

(ii) Termination of Trading will occur at 5:00 PM ET on the Trading Day that precedes the Final Settlement Date. For example, all contracts that have a February 15th Final Settlement Date will terminate trading at 5:00 PM ET on February 14th.

**(h) Trading Hours**

Trading Hours shall begin at 5:00 PM ET on the First Trading Day and be available continuously until the Termination of Trading except that The Exchange may permit modifications to these Trading Days and Trading Hours for the purposes of (A) scheduled technology maintenance, (B) abbreviated holiday trading schedules, and (C) as required by market or environmental considerations. All such changes shall be posted on the Exchange website.

**(i) Contract Locations**

The Exchange may list contracts for any location that has adequate weather reporting capabilities to calculate the Daily Aggregate Rainfall Index. The complete list of such locations may be found on the Exchange website.

**(j) Valid Strike Levels**

The valid Strike Levels for DARI Contracts will be 0.00", 0.01" and 0.25" increments thereafter

**(k) Minimum Price Increment**

The minimum price increment of each DARI Contract is one cent (\$0.01).

**(l) Position Accountability Levels**

The position accountability level shall be 10,000 contracts for all DARI contracts combined.

**(m) Original Margin Requirements**

Original Margin shall be sufficient to cover the maximum possible loss a Participant could incur upon liquidation or expiration of a contract.