Regulatory Notice 17-02

Issue Date: **July 17, 2017**

Attention: **Compliance and Trading Departments**

Subject: **Certification of Mexican TIIE Fixed/Floating Interest Rate Swaption Contract**

Summary: **LatAm SEF, LLC is notifying Trading Privilege Holders of a CFTC Regulation 40.2(a) Filing**

On Monday, July 17, 2017, LatAm SEF filed a 40.2(a) product certification with the Commodity Futures Trading Commission ("CFTC") related to the Mexican TIIE Fixed/Floating Interest Rate Swaption Contract. This certification is scheduled to take effect July 19, 2017.

Executive Summary

LatAm SEF is submitting a Regulation 40.2(a) filing to the CFTC to certify the following product:

- Mexican TIIE Fixed/Floating Interest Rate Swaption ("MXN TIIE Swaption")

Product Listing by Certification Process

Before becoming effective, a product certification must be filed with the CFTC pursuant to Section 5c of the Act. As per CFTC regulation 40.2(a), concurrent with the filing of this CFTC Regulation 40.2(a) filing with the CFTC, this filing is being posted on LatAm SEF's web site. Therefore, product certification is scheduled to take effect in accordance with CFTC regulation on July 19, 2017.

LatAm SEF Rulebook, Version 1.7 is being published to reflect this product certification and is being certified separately.

Contacts

Comments and questions regarding this Notice should be directed to:

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July 17, 2017

BY ELECTRONIC MAIL: submissions@cftc.gov

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

**Re: Commission Regulation 40.2(a) –
Certification of Mexican TIIE Fixed/Floating Interest Rate Swaption Contract**

Dear Ms. Jurgens:

LatAm SEF, LLC ("LatAm SEF") hereby notifies the Commodity Futures Trading Commission (the "Commission"), pursuant to Commission Regulation 40.2(a), that it is certifying Mexican TIIE Fixed/Floating Interest Rate Swaption contracts ("MXN TIIE Swaption") for trading on LatAm SEF's electronic trading system (the "Trading System").

LatAm SEF will list the Swaption no earlier than July 19, 2017.

This submission letter contains the following attachments:

- The submission cover sheet.
- Attached as Exhibit A, a copy of the MXN TIIE Swaption rules, which includes a concise explanation and analysis of the MXN TIIE Swaption. The MXN TIIE Swaption rules will be published as contract specifications on LatAm SEF's website concurrently with this submission.
- Attached as Exhibit B, a concise explanation and analysis of the Swaption compliance with applicable provisions of the Commodity Exchange Act (the "CEA"), including the Core Principles, and the Commission's Regulations thereunder.

LatAm SEF certifies that the MXN TIIE Swaption complies with the CEA and Commission Regulations thereunder. LatAm SEF additionally certifies that it has concurrently posted a copy of this submission letter and attachments hereto on LatAm SEF's website.

In the event that you have questions, please contact the undersigned at (646) 344-3267 or sarmstrong@latamsef.com.

Sincerely,

Saundra Armstrong
Chief Compliance Officer
LatAm SEF, LLC

Attachments

Exhibit A

LatAm SEF Contract Specifications:
Mexican TIIE Fixed/Floating Interest Rate Swaption

A Swaption is an option agreement between two parties granting the buyer the right, but not the obligation, to enter into an underlying interest rate derivative transaction – typically a Fixed/Float IRS – on a given exercise date. In a Swaption on a Fixed/Float IRS, as specified in the terms of the Swaption, the Swaption buyer may (1) pay a fixed interest rate at a given strike price and receive a floating rate based on a reference index defined in the underlying instrument ("Payer"), (2) receive a fixed interest rate at a given strike price and pay a floating rate based on a reference index defined in the underlying instrument ("Receiver"), or (3) determine on Exercise Date whether they will be a Payer or Receiver ("Straddle"). The value of payments exchanged is based on the agreed notional value of the transaction, the agreed strike price for fixed rate payments, and the agreed reference index rate for floating rate payments.

Naming Convention

Format: [Product Name] – [Option Tenor][Swap Tenor] [Option Type] [Strike Price]

Example: MXN TIIE Swaption – 1Y13x1 Receiver 6.58%

Product Type/ISDA OTC Taxonomy

- ISDA OTC Asset Class – Interest Rate (IR)
- ISDA OTC Base Product – Option (O)
- ISDA OTC Sub-Product – Swaption (SWO)

Trading Hours

Monday – Friday 7:00 AM to 4:00 PM ET, or as published on the LatAm SEF website subject to LatAm SEF Rule 502.

Contract Description

LatAm SEF lists the following Swaption contract:

Mexican TIIE Fixed/Floating Interest Rate Swaption

The Mexican TIIE Fixed/Floating Interest Rate Swaption ("MXN TIIE Swaption") is a Swaption in which the underlying product is the Mexican TIIE Fixed/Floating Interest Rate Swap. The underlying Mexican TIIE Fixed/Floating Interest Rate Swap consists of a fixed leg and a floating leg, each of which pays according to a 28-day month frequency. The reference index rate is the Mexican 28-Day TIIE rate published by Banco de México.

Trading Conventions

The terms of the MXN TIIE Swaption are as follows:

Currency

Mexican Peso (MXN) (Non-Major Currency)

Counterparties

- Buyer – Purchases the right to exercise the option.
- Seller – Sells the right to exercise the option.

Trade Types

The Trading System may support the following trade types:

- Outright – A swap involving a single maturity, and in which one party is the payer of the fixed rate and the receiver of the floating rate, and the other party is the receiver of the fixed rate and the payer of the floating rate.

Option Terms

Option Types

Also referred to as “Transaction Type,” may be one of the following:

- Receiver – Buyer receives fixed/pays float.
- Payer – Buyer pays fixed/receives float.
- Straddle – Buyer determines to receive or pay fixed on Exercise Date.

Option Style

- European – Buyer’s right is exercisable only on Option Expiration Date.

Strike Price

Fixed rate that will be used for the Underlying Interest Rate Derivative Transaction should it be exercised.

Premium

The cost the Seller charges the Buyer for the contract, expressed in basis points.

Premium Payment

Amount the Seller charges the Buyer for the contract, calculated as premium (bps) multiplied by Notional Amount.

Premium Payment Date

Date the premium payment is due to the Seller, calculated as trade date plus two business days, or as specified by the Counterparties.

Option Effective Date

Date that is the first day of the term of the option, as determined using Option Start Type. The Option Effective Date must be a business day, subject to the applicable Effective Date Business Center.

Option Start Type

Convention for determining the Option Effective Date relative to Trade Date. Option Start Type for Swaptions is typically T+0.

- T+0 – Also called “Same Day Starting,” Effective Date is the same as the Trade Date.
- T+1 – Effective Date is one business day after the Trade Date.
- T+2 – Also called “Spot Starting,” Effective Date is two business days after the Trade Date.

Option Tenor

Duration of time from the Option Effective Date to the Option Expiration Date. Tenors range in duration from one day to 30 years, or as specified by the Counterparties. Standard tenors include 1-month, 2-month, 3-month, 6-month, 9-month, 12-month, 18-month, and 2-year through 20-year.

Option Expiration Date

Date on which Buyer’s right to exercise option expires, calculated as the Trade Date plus Option Expiry Tenor, subject to option day count frequency, day count convention and Option Expiration Business Center, or as specified by the Counterparties. In a European Swaption, this is the only date on which the Buyer can exercise the option.

Option Expiration Business Center

Business day calendar location referenced to determine the valid business day for option expiration.

Option Earliest Exercise Time

Earliest time of day in Option Exercise Business Center that Buyer can exercise option on Option Expiration Date.

Option Latest Exercise Time

Latest time of day in Option Exercise Business Center that Buyer can exercise option on Option Expiration Date.

Option Exercise Business Center

Business day calendar location referenced to determine the time zone for Option Earliest Exercise Time and Option Latest Exercise Time.

Option Settlement

Physical, Cleared Physical or Cash, as specified by the parties.

- Physical – Seller grants Buyer the right to cause the Underlying Interest Rate Derivative Transaction (which in the case of a Straddle will be either a Payer or a Receiver Option Type) to become effective.
- Cleared Physical – Seller grants Buyer the right to cause the Underlying Interest Rate Derivative Transaction (which in the case of a Straddle will be either a Payer or a Receiver Option Type) to become effective; provided, however that the Underlying Swap Transaction is cleared through a mutually agreed upon clearinghouse.
- Cash – Seller grants Buyer the right to cause Seller to pay Buyer the Cash Settlement Amount in lieu of physical delivery, if any, on the cash settlement payment date. Cash settlement includes details on applicable valuation date, time, business center, settlement currency, quotation rate, rate source and reference banks.

Underlying Interest Rate Derivative Transaction

Notional Amount

Size of the transaction and the value on which the exchanged interest payments are based, specified in Notional Currency and Trade Unit.

Notional Currency

Currency in which the contract notional amount is specified and quoted, as specified by the Counterparties from among the Available Currencies.

Trade Unit

Denomination in which the contract notional amount is specified (thousands, millions, billions), as listed for the Notional Currency in Available Currencies.

Tenor

The duration of time from the Effective Date to the Maturity Date. Tenors can range in duration from one month to 30 years. Standard tenors include 3-month, 6-month, 9-month, 12-month, 18-month, and 2-year through 30-year.

Minimum Size

Smallest size in which contract can be traded, as listed for the Notional Currency in Available Currencies.

Minimum Size Increment

Smallest amount by which contract size can change, as listed for the Notional Currency in Available Currencies.

Minimum Price Increment

Smallest amount by which contract price can change, as listed for the Notional Currency in Available Currencies.

Effective Date

Also referred to as “Start Date,” the first date from which floating interest amounts accrue, as determined using Trade Start Type. The Effective Date must be a business day, subject to the applicable Effective Date Business Center.

Effective Date Business Center

Business day calendar location(s) referenced to determine the Effective Date, as listed for the Notional Currency in Available Currencies.

Trade Start Type

Convention for determining the Effective Date relative to Trade Date.

- T+0 – Also called “Same Day Starting,” Effective Date is the same as the Trade Date.
- T+1 – Effective Date is one business day after the Trade Date.
- T+2 – Also called “Spot Starting,” Effective Date is two business days after the Trade Date.

Fixing Dates

Also referred to as “Valuation Dates,” dates on which the values to be exchanged between Buyer and Seller are calculated. Fixing Dates are calculated as the number of business days preceding the relevant Floating Reset Date on which the relevant rate for the calculation period is obtained, subject to Fixing Date Business Center.

Fixing Date Business Center

Business day calendar location(s) referenced to determine the Fixing Date, as listed for the Notional Currency in Available Currencies.

Maturity Date

Also referred to as “Termination Date,” the final date until which fixed and floating payment amounts accrue, calculated as the Trade Date plus Tenor, subject to day count frequency, day count convention and Maturity Date Business Center, or as specified by the Counterparties.

Maturity Date Business Center

Business day calendar location(s) referenced to determine the Maturity Date, as listed for the Notional Currency in Available Currencies, or as specified by the Counterparties.

Day Count Convention

Convention employed to determine how interest accrues and the number of days between payments. Conventions that may apply to LatAm SEF swaps are:

- Actual/360 – The actual number of days in the period divided by 360.
- 30/360 – Also called “360/360”, the year fraction is calculated based on a 360 day year with 30-day months, after applying the following rules: If the first date falls on the 31st of the month, it is changed to the 30th. If the second date falls on the 31th, it is changed to the 30th, but only if the first date falls on the 30th or the 31st.
- Business/252 – Used exclusively in Brazilian Interest Rate Swaps, 252-Business-Day – Calculation Days / 252, where Calculation Days means the number of Brazil Business Days (each such Day, a “Scheduled Reset Date”) from and including the Effective Date (which is equal to the Trade Date) to but not including the Termination Date.

Floating Reset Dates

Dates used to determine the Floating Rate amounts for each interest accrual period during the Tenor of the contract. Except in the case of a Stub Period, the Reset Date is aligned with the Payment Frequency.

Business Day Convention

Method for adjusting dates to business days when unadjusted dates fall on weekends or holidays. Business day conventions apply to a variety of relevant dates, including calculation, payment, reset, fixing and maturity dates.

- Following – Date is rolled to the next business day for the country currency denoted for the product.
- Modified Following – Date is rolled to the next business day for the country currency denoted for the product, unless doing so would cause the payment to be in the next calendar month, in which case the payment date is rolled to the previous business day.
- Preceding – Date is rolled to the first preceding day that is a business day.

Payment Date

The date on which transfer of fixed rate payments and floating rate payments are conducted between the Buyer and the Seller. Payment Date is determined according to the Payment Frequency as applied to the Effective Date, subject to day count frequency, day count convention and Payment Date Business Center, or as specified by the Counterparties.

Payment Frequency

As indicated for each listed product, the payment frequency is one or more of those listed below. Interest Rate Swaps may feature a zero coupon payment frequency for short-term tenors (e.g. 18 months or less) and a periodic payment frequency for longer-term tenors.

- Zero Coupon – Full payment at swap termination.
- Monthly – Payments made on monthly basis.
- Quarterly – Payments made every three months.
- Semi-annual – Payments made every six months.

Payment Date Business Center

Business day calendar location(s) referenced to determine Payment Date.

Clearing

Not available. DCOs currently recognized by LatAm SEF (Chicago Mercantile Exchange, Inc. and LCH.Clearnet Limited) do not support the Swaption. Not subject to mandatory clearing.

Settlement

All payments shall be made in the Settlement Currency on the Payment Date. If the Settlement Currency differs from the Notional Currency, any Notional Currency amounts payable hereunder on Settlement Date shall be converted into Settlement Currency amounts on the applicable Fixing Date by referencing the Settlement Exchange Rate.

Settlement Price

Settlement price for the exchange of fixed and floating payments is based on the following factors:

- Fixed Rate Payer – Payment amount for the fixed rate payer is based on the notional amount and Reference Index fixed rate on the Trade Date.
- Floating Rate Payer – Payment amount for the floating rate payer is based on the notional amount on the Trade Date and Reference Index rate on each Calculation Date/Reset Date.

Settlement Currency

MXN, or as agreed by the parties.

Settlement Exchange Rate

If applicable, the spot rate used to convert the Fixed and Floating Amount payments to the Settlement Currency.

Calculation Agent

As agreed by the parties.

Available Currencies

Currency	Trade Unit	Minimum Size	Minimum Size Increment	Minimum Price Increment	Business Centers
MXN	Millions	0.001 Million	0.001 Million	0.001%	MXMC

Reference Index

The Mexican 28-day Tasa de Interés Interbancaria de Equilibrio ("TIIE") is a representative rate for Mexican credit operations among commercial banks. TIIE is administered by Banco de México and published at 12:30 PM Mexico City time on Mexico City business days. The rate is based on quotations presented by banks through a mechanism designed to reflect money market conditions in the local currency. To calculate TIIE, Banco de México collects six quotations from participating banks and sets the rate based on prevailing conditions in the money market. When the difference between the highest and lowest bid exceeds a certain range, the two banks that presented these positions must deposit and/or take on credit from Banco de México at each of their bid rates, i.e. the bank that presented a lower rate of interest has to generate a deposit at Banco de México while the bank that presented a higher rate must take on credit from Banco de México.

Exhibit B

Compliance with CEA Provisions and CFTC Regulations

As required by Commodity Futures Trading Commission ("Commission") Regulation 40.2(a), the following analysis, in narrative form, demonstrates that MXN TIIE Swaption contracts are consistent with the requirements of the Commodity Exchange Act, as amended (the "Act"), and the Commission regulations and guidance thereunder (in particular, Appendix B to Part 37 and Appendix C to Part 38).

Appendix B to Part 37

Core Principle 2 of Section 5h of the Act—Compliance With Rules

A swap execution facility shall:

(A) Establish and enforce compliance with any rule of the swap execution facility, including the terms and conditions of the swaps traded or processed on or through the swap execution facility and any limitation on access to the swap execution facility;

(B) Establish and enforce trading, trade processing, and participation rules that will deter abuses and have the capacity to detect ,investigate, and enforce those rules, including means to provide market participants with impartial access to the market and to capture information that may be used in establishing whether rule violations have occurred;

(C) Establish rules governing the operation of the facility, including rules specifying trading procedures to be used in entering and executing orders traded or posted on the facility, including block trades; and

(D) Provide by its rules that when a swap dealer or major swap participant enters into or facilitates a swap that is subject to the mandatory clearing requirement of section2(h) of the Act, the swap dealer or major swap participant shall be responsible for compliance with the mandatory trading requirement under section 2(h)(8) of the Act.

Trading in the MXN TIIE Swaption will be subject to the LatAm SEF Rulebook (the "Rules"), which prohibits abusive trading practices and other illicit behavior, including misuse of the Trading System (Rule 705), conduct that is inconsistent with just and equitable principles of trade (Rule 704), fraudulent acts (Rule 707), fictitious transactions (Rule 707), market manipulation (Rule 707), disruptive trading practices (Rule 707), misstatements (Rule 707), wash sales (Rule 707), pre-negotiated or non-competitive trades, including money passes (Rule 707) and improper cross-trading (Rule 707). Trading in these swaps will also be subject to Rules relating to protection of customers. See Chapter 7 of the Rules.

As with all swaps listed for trading on the Trading System, trading activity in the MXN TIIE Swaption will be subject to monitoring and surveillance by LatAm SEF's Market Operations and Compliance Departments. LatAm SEF has the authority to exercise its investigatory and enforcement power where potential Rule violations are identified. See Chapter 8 of the Rules.

The MXN TIIE Swaption is not currently required to be cleared under section 2(h)(1)(A) of the U.S. Commodity Exchange Act, and is not voluntarily clearable by DCOs currently recognized by LatAm SEF (Chicago Mercantile Exchange, Inc. and LCH.Clearnet Limited). Should the MXN TIIE Swaption become subject to a clearing requirement, pursuant to Rule 601, all Participants and Sponsored Access Participants must clear all Swaps that are required to be cleared under Section 2(h)(1) of the CEA and CFTC Regulation § 39.5, provided that an end-user exception is not elected.

Core Principle 3 of Section 5h of the Act—Swaps Not Readily Susceptible to Manipulation

The swap execution facility shall permit trading only in swaps that are not readily susceptible to manipulation.

(a) Guidance.

(1) In general, a swap contract is an agreement to exchange a series of cash flows over a period of time based on some reference price, which could be a single price, such as an absolute level or a differential, or a price index calculated based on multiple observations. Moreover, such a reference price may be reported by the swap

execution facility itself or by an independent third party. When listing a swap for trading, a swap execution facility shall ensure a swap's compliance with Core Principle 3, paying special attention to the reference price used to determine the cash flow exchanges. Specifically, Core Principle 3 requires that the reference price used by a swap not be readily susceptible to manipulation. As a result, when identifying a reference price, a swap execution facility should either: Calculate its own reference price using suitable and well-established acceptable methods or carefully select a reliable third party index.

(2) The importance of the reference price's suitability for a given swap is similar to that of the final settlement price for a cash-settled futures contract. If the final settlement price is manipulated, then the futures contract does not serve its intended price discovery and risk management functions. Similarly, inappropriate reference prices cause the cash flows between the buyer and seller to differ from the proper amounts, thus benefitting one party and disadvantaging the other. Thus, careful consideration should be given to the potential for manipulation or distortion of the reference price.

(3) For swaps that are settled by physical delivery or by cash settlement refer to the guidance in appendix C to part 38 of this chapter—Demonstration of Compliance That a Contract is not Readily Susceptible to Manipulation, section b(2) and section c(5), respectively.

The value of payments made for both the fixed leg and the floating leg of the MXN TIIE Swaption is determined primarily by referencing the Mexican 28-day Tasa de Interés Interbancaria de Equilibrio ("TIIE"), which is consistent with the ISDA, "2006 ISDA Definitions," as described in detail under sections 7.1(o) and 7.3(c)(xv). The TIIE is not readily susceptible to manipulation because it has the following characteristics: (i) it is derived from a market that has considerable depth and liquidity due to the involvement of numerous market participants; (ii) the way in which the reference price is calculated is well documented and well understood by swap market participants; (iii) it is commonly used in the swap markets; (iv) information about the reference price is publicly and readily available; (v) the reference price is administered and published by a reputable organization; and (vi) many active participants in the relevant cash market are entities that are subject to regulation.

<u>Option Settlement</u>

The option is subject to Physical, Cleared Physical or Cash settlement, as specified by the parties. If Physical settlement is specified, the Underlying Interest Rate Derivative Transaction is deliverable in the Notional Amount, Notional Currency, Trade Unit, Tenor and other terms detailed in Exhibit A and specified in the trade confirmation, and is subject to the minimum and maximum price fluctuation increments and trading hours specified in this document. If Cleared Physical settlement is specified, the Underlying Interest Rate Derivative Transaction is subject to each of the terms described for Physical settlement, above, and is cleared through a mutually agreed upon clearinghouse. If Cash settlement is specified, the non-deliverable Underlying Interest Rate Derivative Transaction is referenced to determine the settlement value and the Cash settlement is conducted according to the valuation date, time, business center, settlement currency, quotation rate, rate source and reference banks specified by the parties.

<u>Underlying Interest Rate Derivative Transaction Settlement</u>

The Underlying Interest Rate Derivative Transaction is subject to Cash settlement in the Settlement Currency on the Payment Date. MXN TIIE Swaptions typically settle in the Notional Currency and therefore are not subject to currency exchange. If the Settlement Currency differs from the Notional Currency, any Notional Currency amounts payable on Settlement Date shall be converted into Settlement Currency amounts on the applicable Fixing Date by referencing the Settlement Exchange Rate.

<u>Appendix C to Part 38</u>

<u>Demonstration of Compliance That a Contract Is Not Readily Susceptible to Manipulation</u>

(c) Futures Contracts Settled by Cash Settlement. (1) Cash settlement is a method of settling certain futures or option contracts whereby, at contract expiration, the contract is settled by cash payment in lieu of physical delivery of the commodity or instrument underlying the contract. An acceptable specification of the cash settlement price for commodity futures and option contracts would include rules that fully describe the essential economic characteristics of the underlying commodity (e.g., grade, quality, weight, class, growth, issuer, maturity, source, rating, description of the underlying index and index's calculation methodology, etc.), as well as how the

final settlement price is calculated. In addition, the rules should clearly specify the trading months and hours of trading, the last trading day, contract size, minimum price change (tick size) and any limitations on price movements (e.g., price limits or trading halts).

Essential Economic Characteristics of the Contract

The terms and conditions of the contract are described in Exhibit A.

Final Settlement Price

The cash settlement price will be calculated using whatever mechanism the parties agree. The most commonly used mechanisms for determining the cash settlement price in the swaptions market are Cash Settlement Reference Banks ("Reference Banks") and "ISDA Source," each of which is defined in the ISDA Definitions. If Reference Banks is used, the most common approach to determining the reference banks is for the Counterparties to agree on exercise as described in the ISDA Definitions.

Trading Hours

Monday – Friday 7:00 AM to 4:00 PM ET, or as published on the LatAm SEF website subject to LatAm SEF Rule 502.

(2) Cash settled contracts may be susceptible to manipulation or price distortion. In evaluating the susceptibility of a cash-settled contract to manipulation, a designated contract market should consider the size and liquidity of the cash market that underlies the listed contract in a manner that follows the determination of deliverable supply as noted above in (b)(1). In particular, situations susceptible to manipulation include those in which the volume of cash market transactions and/or the number of participants contacted in determining the cash-settlement price are very low. Cash-settled contracts may create an incentive to manipulate or artificially influence the data from which the cash-settlement price is derived or to exert undue influence on the cash-settlement price's computation in order to profit on a futures position in that commodity. The utility of a cash-settled contract for risk management and price discovery would be significantly impaired if the cash settlement price is not a reliable or robust indicator of the value of the underlying commodity or instrument. Accordingly, careful consideration should be given to the potential for manipulation or distortion of the cash settlement price, as well as the reliability of that price as an indicator of cash market values. Appropriate consideration also should be given to the commercial acceptability, public availability, and timeliness of the price series that is used to calculate the cash settlement price. Documentation demonstrating that the settlement price index is a reliable indicator of market values and conditions and is commonly used as a reference index by industry/market agents should be provided. Such documentation may take on various forms, including carefully documented interview results with knowledgeable agents.

The contract operates in a very liquid market with numerous participants. Also, the cash settlement price is not easily susceptible to manipulation or distortion as the method of determining the price is based on factors that are fixed at the start of the particular contract (i.e., payment frequency, day count conventions, fixed interest rate, floating reset dates) and the applicable reference rate. Each of the available reference rates is widely accepted by market participants and data is readily accessible through numerous news outlets.

(3) Where an independent, private-sector third party calculates the cash settlement price series, a designated contract market should consider the need for a licensing agreement that will ensure the designated contract market's rights to the use of the price series to settle the listed contract.

(i) Where an independent, private-sector third party calculates the cash settlement price series, the designated contract market should verify that the third party utilizes business practices that minimize the opportunity or incentive to manipulate the cash-settlement price series. Such safeguards may include lock-downs, prohibitions against derivatives trading by employees, or public dissemination of the names of sources and the price quotes they provide. Because a cash-settled contract may create an incentive to manipulate or artificially influence the underlying market from which the cash-settlement price is derived or to exert undue influence on the cash-settlement computation in order to profit on a futures position in that commodity, a designated contract market should, whenever practicable, enter into an information-sharing agreement with the third-party provider which would enable the designated contract market to better detect and prevent manipulative behavior.

As described above, the cash settlement price is calculated through a cash settlement method that is not easily susceptible to manipulation.

(ii) Where a designated contract market itself generates the cash settlement price series, the designated contract market should establish calculation procedures that safeguard against potential attempts to artificially influence the price. For example, if the cash settlement price is derived by the designated contract market based on a survey of cash market sources, the designated contract market should maintain a list of such entities which all should be reputable sources with knowledge of the cash market. In addition, the sample of sources polled should be representative of the cash market, and the poll should be conducted at a time when trading in the cash market is active.

Not applicable. LatAm SEF does not generate the cash settlement price.

(iii) The cash-settlement calculation should involve computational procedures that eliminate or reduce the impact of potentially unrepresentative data.

(iv) The cash settlement price should be an accurate and reliable indicator of prices in the underlying cash market. The cash settlement price also should be acceptable to commercial users of the commodity contract. The registered entity should fully document that the settlement price is accurate, reliable, highly regarded by industry/market agents, and fully reflects the economic and commercial conditions of the relevant designated contract market.

Please see answers to previous questions regarding calculation of cash settlement price.

(v) To the extent possible, the cash settlement price should be based on cash price series that are publicly available and available on a timely basis for purposes of calculating the cash settlement price at the expiration of a commodity contract. A designated contract market should make the final cash settlement price and any other supporting information that is appropriate for release to the public, available to the public when cash settlement is accomplished by the derivatives clearing organization. If the cash settlement price is based on cash prices that are obtained from non-public sources (e.g., cash market surveys conducted by the designated contract market or by third parties on behalf of the designated contract market), a designated contract market should make available to the public as soon as possible after a contract month's expiration the final cash settlement price as well as any other supporting information that is appropriate or feasible to make available to the public.

The final cash settlement price is not determined by a derivatives clearing organization.

Please see answers to previous questions regarding calculation of cash settlement price.

(4) Contract terms and conditions requirements for futures contracts settled by cash settlement.

(i) An acceptable specification of the terms and conditions of a cash-settled commodity contract will also set forth the trading months, last trading day, contract size, minimum price change (tick size) and daily price limits, if any.

The terms and conditions of the contract are described in Exhibit A.

(A) Commodity Characteristics: The terms and conditions of a commodity contract should describe the commodity underlying the contract.

The terms and conditions of the contract in Exhibit A describe the index on which the contract is based.

(B) Contract Size and Trading Unit: An acceptable specification of the trading unit would be a contract size that is consistent with customary transactions in the cash market. A designated contract market may opt to set the contract size smaller than that of standard cash market transactions.

Contract size, as described in the terms and conditions of the contract in Exhibit A, is consistent with customary transactions in the cash market.

(C) Cash Settlement Procedure: The cash settlement price should be reliable, acceptable, publicly available, and reported in a timely manner as described in paragraphs (c)(3)(iv) and (c)(3)(v) of this appendix C.

Please see answers to previous questions regarding calculation of cash settlement price, reliability and availability.

(D) Pricing Basis and Minimum Price Fluctuation (Minimum Tick): The minimum price increment (tick) should be set a level that is equal to, or less than, the minimum price increment commonly observed in cash market transactions for the underlying commodity. Specifying a futures' minimum tick that is greater than the minimum price increment in the cash market can undermine the risk management utility of the futures contract by preventing hedgers from efficiently establishing and liquidating futures positions that are used to hedge anticipated cash market transactions or cash market positions.

As agreed between the counterparties, the pricing basis is consistent with customary transactions in the market.

The minimum price fluctuation is set at 0.001%, which is less than the minimum price increment of millions that is commonly observed in the market for the swap.

(E) Maximum Price Fluctuation Limits: Designated contract markets may adopt price limits to: (1) Reduce or constrain price movements in a trading day that may not be reflective of true market conditions but might be caused by traders overreacting to news; (2) Allow additional time for the collection of margins in times of large price movements; and (3) Provide a ''cooling-off'' period for futures market participants to respond to bona fide changes in market supply and demand fundamentals that would lead to large cash and futures price changes. If price-limit provisions are adopted, the limits should be set at levels that are not overly restrictive in relation to price movements in the cash market for the commodity underlying the futures contract. For broad-based stock index futures contracts, rules should be adopted that coordinate with New York Stock Exchange (''NYSE'') declared Circuit Breaker Trading Halts (or other market coordinated Circuit Breaker mechanism) and would recommence trading in the futures contract only after trading in the majority of the stocks underlying the index has recommenced.

As agreed between the Counterparties.

(F) Last Trading Day: Specification of the last trading day for expiring contracts should be established such that it occurs before publication of the underlying third-party price index or determination of the final settlement price. If the designated contract market chooses to allow trading to occur through the determination of the final settlement price, then the designated contract market should show that futures trading would not distort the final settlement price calculation.

The last trading day is the Maturity Date of each contract, which is set by the Counterparties.

(G) Trading Months: Trading months should be established based on the risk management needs of commercial entities as well as the availability of price and other data needed to calculate the cash settlement price in the specified months. Specification of the last trading day should take into consideration whether the volume of transactions underlying the cash settlement price would be unduly limited by occurrence of holidays or traditional holiday periods in the cash market. Moreover, a contract should not be listed past the date for which the designated contract market has access to use a proprietary price index for cash settlement.

Payments are settled in accordance with the Payment Frequency of the contract, which is a flexible term. Payment and other day count determinations take into consideration holidays in relevant business centers, as described in Exhibit A.

(H) Speculative Limits: Specific rules and policies for speculative position limits are set forth in part 150 and/or part 151, as applicable, of the Commission's regulations.

None required by Parts 150 or 151. LatAm SEF shall comply with Parts 150 and 151 of the Commissions regulations.

(I) Reportable Levels: Refer to § 15.03 of the Commission's regulations.

LatAm SEF will adhere to the applicable reporting levels set forth in § 15.03 of the Commission's regulations.

(J) Trading Hours: Should be set by the designated contract market to delineate each trading day.

Monday – Friday 7:00 AM to 4:00 PM ET, or as published on the LatAm SEF website subject to LatAm SEF Rule 502.