# NORTH AMERICAN DERIVATIVES EXCHANGE, INC. (NADEX)

# RULES

# d/b/a

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# RULES OF NORTH AMERICAN DERIVATIVES EXCHANGE, INC.

## INTRODUCTION

The Commodity Exchange Act ("CEA") requires that North American Derivatives Exchange, Inc., d/b/a crypto.com | Derivatives North America, ("Nadex") and other contract markets and derivatives clearing organizations adopt rules governing the way they conduct their business. Those rules generally must be filed with the Commodity Futures Trading Commission ("Commission") and generally cannot be amended without giving notice to the Commission, which can reject proposed rules and proposed amendments to existing rules. The following rules are the rules of Nadex ("Rules") that inform Members and others of how the Nadex market (the "Market") operates and of each Member's rights and obligations. Please remember that these Rules may be amended in the future, and if they are amended, Members will be required to abide by the Rules as amended. Nadex will notify all Members any time there is an amendment to the Rules.

## CHAPTER 1 DEFINITIONS

RULE 1.1 DEFINITIONS

When used in these Rules:

**"Affiliate"** means any corporate affiliate of Nadex.

"**Appeals Panel**" means a panel comprised of individuals appointed by the Board to consider appeals under Rule 9.3.

"**Applicable Law**" means with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental authority applicable to such Person, including the CEA, CFTC Regulations, and the rules or regulations of any relevant Self-Regulatory Organization.

**"Authorized Trader"** means an individual authorized by an Entity Trading Member and approved by Nadex to enter and execute transactions on the Market for that Entity Trading Member's account, provided the Entity Trading Member maintains supervisory authority over such individual's trading activities.

**"Binary Contract"** means the right to receive a fixed Settlement Value per contract, from Nadex on the Settlement Date dependent upon whether the market participant holds a long position or short position in a Binary Contract. If the market participant holds a long position in a Binary Contract, the participant has the right to receive a fixed Settlement Value from Nadex on the Settlement Date, if, and only if, the Binary Contract's Payout Criteria encompasses the Expiration Value at Expiration. Conversely, if the market participant holds a short position in a Binary Contract, the participant has the right to receive a fixed Settlement Value if, and only if, the Binary Contract's Payout Criteria does NOT encompass the Expiration Value at Expiration.

**“Block Trade”** means a privately negotiated futures or options transaction in a Contract that (i) meets certain quantity thresholds and (ii) is permitted to be executed off the centralized market pursuant to these Rules.

**“Board of Directors” or “Board”** means the Nadex board of directors consisting of eligible individuals as further described in Rule 2.2, with the powers enumerated in Rule 2.1.

**“Business Day”** shall have the same meaning as defined in 31 CFR §802.201, and excludes federally recognized holidays as set forth in 5 U.S.C. §6103. The Exchange may offer a limited or full listing of contracts on a federally recognized holiday or other non-Business Day, however, the holiday or other non-Business Day shall still be considered a non-Business Day for purposes of determining the Start and End Dates for a contract’s Underlying market.

**“Calculation Time”** is the time the Expiration Value is calculated.

**“Call Spread Contract”** is a type of Variable Payout Contract, having a fixed Expiration Date, wherein the holder of a Long Call Spread Variable Payout Contract or a Short Call Spread Variable Payout Contract may have a right to receive a variable Settlement Value. Such Variable Payout Contracts may be classified as “Call Spread(s)” or “Narrow Call Spread(s)”.

“**CEA**” means the Commodity Exchange Act, as it may be amended from time to time.

“**CFTC**” means the U.S. Commodity Futures Trading Commission.

**“Ceiling”** means the maximum rate, level, amount, measure or other value of the Underlying of a Variable Payout Contract that may be the Expiration Value or the Closing Trade Value. If the actual rate, level, amount, measure, or other value of the Underlying meets or exceeds the Ceiling at Expiration, the Ceiling will be the Expiration Value.

**“Class”** means all Contracts of the same Type with the same Underlying.

**“Closing Trade Value”** means the rate, level, amount, measure, or other value of a Binary, Call Spread, or Touch Bracket at which the Contract is closed in a Member’s or Customer’s account.

“**Commission Regulations**” means the rules, regulations and interpretations promulgated by the CFTC pursuant to the CEA, as in effect from time to time.

**“Committee”** means a committee established by the Board.

**“Commodity Futures Trading Commission” or “Commission”** means the Federal regulatory agency established by the Commodity Futures Trading act of 1974 to administer the Commodity Exchange Act.

**“Contract”** means a Call Spread or Touch Bracket Variable Payout Contract, Knock-out Touch Bracket Contract, UpDown Touch Bracket Contract, Knock-out, UpDown Options, Strike Option Contract, Event Contract or a Binary Contract.

**“Correspondent Account”** means an account as that term is defined in 31 CFR 1010.605(c).

**“crypto.com | Derivatives North America”** is the name under which Nadex may conduct business; any reference to crypto.com | Derivatives North America may be substituted with “Nadex” without changing the meaning of the term.

**“Customer”** means a Commodity Customer, a Cleared Swap Customer, a FCM Member or a Trading member of Nadex, as the context requires. In this regard,

(a) “Commodity Customer” has the meaning set forth in Commission Regulation 1.3(k);

(b) “Cleared Swap Customer” has the meaning set forth in Commission regulation 22.1;

(c) “DCO Customer” has the same meaning as the definition “customer” set forth in Commission Regulation 190.01(l) and section 761(9) of the Bankruptcy Code and includes FCM Members and Trading Members of Nadex.

**“Designated Contract Market” or “DCM”** has the meaning set forth in Commission Regulation 1.2

**“Derivatives Clearing Organization” or “DCO”** has the meaning set forth in Commission Regulation 1.3.

**“Director”** means a member of the Nadex Board of Directors.

**“Dollar Multiplier”** means the monetary amount by which the rate, level, amount, measure, or other value of an Underlying of a Variable Payout Contract is multiplied to determine the Settlement Value.

“**Emergency**” shall have the meaning set forth in Rule 2.4.

**“End Date”** means the last day on which a delivery month will be used as the Underlying for Nadex contracts.

**“Entity”** means a non-individual Person.

**"Event Contract"** means a Contracts in an excluded commodity (as defined in Section 1a(19) of the Commodity Exchange Act) that is based upon the occurrence, extent of an occurrence, or contingency.

"**Exchange**" means crypto.com | Derivatives North America and its respective successors, by merger or otherwise. **"Expiration"** means the time on the Expiration Date established by these Rules at which a Contract expires and the Expiration Value of that Contract is determined.

**"Expiration Date"** means the date established by these Rules on which the Expiration Value of each Contract is determined.

**"Expiration Value"** means the rate, level, amount, measure, or other value of the Underlying at Expiration as calculated and/or published by the Source Agency.

**"FCM"** means a Futures Commission Merchant registered with the CFTC.

**"FCM Member"** means any Member that is registered with the Commission as a Futures Commission Merchant and as a swap firm and is authorized by Nadex to intermediate orders of Commodity Customers or Cleared Swap Customers on the Market.

**"Floor"** means the minimum rate, level, amount, measure, or other value of the Underlying of a Variable Payout Contract that may be the Expiration Value or the Closing Trade Value. If the actual rate, level, amount, measure or other value of the Underlying meets or falls below the Floor on the Expiration Date, the Floor will be the Expiration Value.

**"Foreign Bank"** means a bank as that term is defined in 31 CFR 1010.100(u).

"**Government Agency**" means the CFTC and/or any other governmental agency or department.

**"Independent Software Vendor"** or **"ISV"** means any Person that offers services that provide access to the Nadex Trading System. In order to provide access to the Nadex Trading System the ISV must enter into an ISV Agreement with the Exchange and be approved by the Exchange to provide said services.

**"Index Value"**, also known as an "Indicative Index", is a value calculated once per second throughout a Contract's duration, which the Source Agency may release as an Expiration Value as provided for in the Contract specifications in Chapter 12, or to serve as an indication of the value of a Contract's Underlying at a given point in time.

**"Last Trading Day"** means, for a particular Contract, the last date on which that Contract may be traded on the Market.

**"Limit Order"** means a request submitted to the Exchange to buy or sell a set number of contracts, in a particular product offered by Nadex, at a specified price or better price if a better

price is available. The following are permissible Nadex Limit Order types, although certain order types may only be available on particular platforms or to particular Member types: **"Fill or Kill Order" or "FOK"** is a Limit Order that will be cancelled if the Order cannot be immediately filled in its entirety.

**"Immediate or Cancel Order" or "IOC"** is a Limit Order that can be filled in whole or in part, with any remaining quantity cancelled.

**"Introducing Broker"** means an Introducing Broker, as such term is defined in the CEA and CFTC Regulations, that has become a Participant on the Exchange.

**"Good 'Til Cancel Order" or "GTC"** is a Limit Order which will remain on the market until it is filled, cancelled, renewed or the contract expires. Any remainder of a partially filled GTC Order will stay on the market until it is filled, cancelled, renewed or the contract expires.

**"Long Variable Payout Contract"** means (i) if the Expiration Value is greater than the Opening Trade Value, but does not exceed the Ceiling, the right to receive any collateral posted to establish the position plus any positive number resulting from subtracting the Opening Trade Value from the Expiration Value, and then multiplying that resulting number by the Dollar Multiplier; or (ii) if the Expiration Value is greater than the Opening Trade Value and exceeds the Ceiling, the right to receive any collateral posted to establish the position plus any positive number resulting from subtracting the Opening Trade Value from the Ceiling, and then multiplying that resulting number by the Dollar Multiplier; or (iii) if the Expiration Value is less than the Opening Trade Value, but does not exceed the Floor, the right to receive any collateral posted to establish the position minus any positive number resulting from subtracting the Expiration Value from the Opening Trade Value, and then multiplying that resulting number by the Dollar Multiplier; or (iv) if the Expiration Value is less than the Opening Trade Value and exceeds the Floor, the right to receive any collateral posted to establish the position minus any positive number resulting from subtracting the Floor from the Opening Trade Value, and then multiplying that resulting number by the Dollar Multiplier.

**"Market Order"** means a request submitted to the Exchange to buy or sell a set number of contracts, in a particular product offered by Nadex, at the market price. The following are permissible Nadex Market Order types, although certain order types may only be available on particular platforms or to particular Member types:

**"Market Order With Protection" or "MOP"** is a Market Order that will attempt to fill, in whole or part, at the current displayed price or better, or within a pre-determined number of points (Tolerance Protection) worse than the specified display price. The remainder of any Market Order With Protection that cannot be immediately filled either at the current displayed price or better, or within the Tolerance Protection, will be cancelled.

**“Market Maker”** means a Member that is granted certain privileges in exchange for assuming certain responsibilities as set forth in Chapter 4 of these Rules for the purpose of creating liquidity for certain Classes of Contracts.

**“Member”** means a Person who is approved by Nadex to be a Trading Member or a FCM Member and who is bound by these Rules as they may be amended from time to time.

**“Membership Agreement”** is the Nadex Membership Agreement as set forth on the Nadex website, to which all Nadex Members agree to comply.

**“Midpoint”** is the price included in the data set used in the calculation of the Expiration Value of a foreign currency contract. A Midpoint is calculated by adding the bid price and the ask price of the relevant underlying spot currency market together and then dividing that number by two (2). For example, if the bid price is 1.3400 and the ask price is 1.3402, the two numbers are added together (totaling 2.6802) and then divided by two (2), equaling a Midpoint of 1.3401. If the spread between a particular bid price and ask price is deemed too wide (greater than ten (10) pips), those prices will not be used to calculate a Midpoint and will thus not be included within the data set used in the Expiration Value calculation.

**“Modification Event”** means an event as described in the Market Maker Agreement.

**“Nadex”** means the abbreviated form of North American Derivatives Exchange, Inc.; any reference to “Nadex” may be substituted with crypto.com | Derivatives North America without changing the meaning of the term.

**“Nadex Trading System”** a.k.a. **“crypto.com | Derivatives North America Trading System”** means the electronic trade execution system that is used for trading Contracts, including any licensed software that is a part thereof from time to time, and any successor electronic trading system thereto.

**“Non Post-Only Order”** is an Order that did not originate as a Post-Only Quote.

**“North American Derivatives Exchange, Inc.”** means the legal entity North American Derivatives Exchange, Inc., a Delaware corporation, registered with the Commodity Futures Trading Commission as a Designated Contract Market (“DCM”) and Derivatives Clearing Organization (“DCO”), that operates a centralized market place under the name Crypto.com | Derivatives North America where Members can trade certain derivative instruments with each other.

“**Officer**” has the meaning set forth in Rule 2.3.

**“Opening Trade Value”** means the rate, level, amount, measure, or other value of a Binary, Call Spread, or Touch Bracket at which the Contract is opened in a Member’s or Customer’s account.

**"Order"** means a request submitted to the Exchange to buy or sell a set number of contracts, in a particular product offered by Nadex in accordance with the requirements established by the Exchange.

**"Participant"** means a Trading Member, FCM Member, an ISV, any Authorized Trader, or any Person initiating or executing a transaction on or subject to the Rules of the Exchange directly or through an intermediary, or any person who is authorized to access or utilize the Nadex Exchange pursuant to the applicable User ID.

"**Payout Criterion**" of a Contract means the Expiration Value or range of Expiration Values that will cause that Contract to pay a Settlement Value to the holder of a long position or the holder of a short position in such Contract. The holder of a long or short position in a Contract that receives a Settlement Value is considered to be "in-the-money" while the holder of either a long or short position in a Contract that does NOT receive a Settlement Value is considered to be "out-of-the-money".

**"Person"** means an individual, sole proprietorship, corporation, limited liability company, partnership, trust, or any other entity, as the context may require.

**"Post-Only Quote"** is a quote submitted by a Market Maker, which has the potential to become a Limit Order if matched for trade execution, and which cannot be executed opposite another Post-Only Quote. Post-Only Quotes are either Post-Only (Price Adjustment) or Post-Only (Reject) Quotes.

**"Post-Only (Price Adjustment) Quote"** is a Post-Only Quote that will be cancelled by the Exchange in whole or in part to the extent that at the time it is submitted to the Exchange it would be immediately executable opposite another Post-Only Quote. If, some portion of such submitted Post-Only (Price Adjustment) Quote would be immediately executable opposite any resting Non-Post Only Order(s), that part of such submitted Post-Only (Price Adjustment) Quote will be matched opposite such resting Non-Post Only Order(s) by the Exchange. The remaining portion of the submitted Post-Only (Price Adjustment) Quote will be cancelled by the Exchange, leaving the opposite Post-Only Quote in the order book. Unlike a Post-Only (Reject) Quote, however, upon cancellation of the submitted Post-Only (Price Adjustment) Quote, the Exchange will automatically submit an amended quotation for the unfilled balance of the cancelled Post-Only (Price Adjustment) Quote at a price level that is adjusted (a) for Binary Contracts to four minimum tick increments, and (b) for Variable Payout Contracts to one minimum tick increment lower (for bids) or higher (for offers) than the price level of the existing opposite Post-Only Quote.

**"Post-Only (Reject) Quote"** is a Post-Only Quote that will be cancelled by the Exchange in whole or in part to the extent that, at the time it is submitted to the Exchange it would be immediately executable opposite another Post-Only Quote. If, however, some portion of such submitted Post-Only (Reject) Quote would be immediately executable opposite any resting Non-Post Only Order(s), that part of such submitted Post-Only (Reject) Quote will be matched opposite such resting Non-Post Only Order(s) by the Exchange. The remaining portion of the submitted

Post-Only (Reject) Quote will be cancelled by the Exchange, leaving the opposite Post-Only Quote in the order book.

**"Privacy Policy"** is the Nadex Privacy Policy as set forth on the Nadex website, to which all Members, FCM customers, and users of the Nadex website agree to comply.

**"Regulatory Agency"** means any government body, including the Commission and Securities and Exchange Commission, and any organization, whether domestic or foreign, granted authority under statutory or regulatory provisions to regulate its own activities and the activities of its members, and includes Nadex, any other clearing organization or contract market, any national securities exchange or clearing agency, the National Futures Association ("NFA") and the Financial Industry Regulatory Authority ("FINRA").

**"Reportable Level(s)"** means the aggregate contract level within a product Class at which the Exchange must report certain Member and trade information to the Commission pursuant to Commission Regulations.

**"Risk Disclosure Statement"** is the Nadex Risk Disclosure Statement as set forth on the Nadex website, to which all Nadex Members agree.

"**Rule**" means a Rule of Nadex, as applicable to each member type.

"**Self-Regulatory Organization**" shall mean any futures or securities exchange, derivatives clearing organization, securities clearing agency, registered futures association, National Futures Association, and the Financial Industry Regulatory Authority.

**"Series"** means all Contracts of the same Class having identical terms, including Payout Criterion and Expiration Date.

**"Settlement Date"** means the date on which money is paid to the account of a Member who has the right to receive money pursuant to a Variable Payout Contract or Binary Contract held until Expiration, and on which money is paid from the account of a Member who is obligated to pay money pursuant to a Variable Payout Contract held until Expiration. Unless otherwise specified in these Rules, the Settlement Date is the same day as the Expiration Date.

**"Settlement Value"** means the amount which the holder of a Contract may receive for a Contract held until Expiration. The Settlement Value of a Binary Contract is $100. The Settlement Value of a Variable Payout Contract is determined as described in the definitions of Long and Short Variable Payout Contracts.

**"Short Variable Payout Contract"** means (i) if the Expiration Value is less than the Opening Trade Value, but does not exceed the Floor, the right to receive any collateral posted to establish the position plus any positive number resulting from subtracting the Expiration Value from the Opening Trade Value, and then multiplying that resulting number by the Dollar Multiplier; or (ii) if

the Expiration Value is less than the Opening Trade Value and exceeds the Floor, the right to receive any collateral posted to establish the position plus any positive number resulting from subtracting the Floor from the Opening Trade Value, and then multiplying that resulting number by the Dollar Multiplier; or (iii) if the Expiration Value is greater than the Opening Trade Value, but does not exceed the Ceiling, the right to receive any collateral posted to establish the position minus any positive number resulting from subtracting the Opening Trade Value from the Expiration Value, and then multiplying that resulting number by the Dollar Multiplier; or (iv) if the Expiration Value is greater than the Opening Trade Value and exceeds the Ceiling, the right to receive any collateral posted to establish the position minus any positive number resulting from subtracting the Opening Trade Value from the Ceiling, and then multiplying that resulting number by the Dollar Multiplier.

**"Source Agency"** means the agency that publishes the Underlying economic indicator and/or Expiration Value for any Contract.

"**Speculative Position Limits," or "Position Limit"** means the maximum position, net long and net short combined, in one Series or a combination of various Series of a particular Class that may be held or controlled by one Member as prescribed by Nadex and/or the Commission.

**"Start Date"** means the date on which a new delivery month will be used as the Underlying for Nadex contracts.

**"Suspension Event"** means an event as described in the Market Maker Agreement.

**"Technology Services Agreement"** means the agreement(s) between the Exchange and the Technology Service Provider whereby technology services are provided to the Exchange.

**"Technology Service Provider"** means the organization, if any, which provides technology services to the Exchange pursuant to a Technology Services Agreement.

**"Terms of Use"** are the Nadex Terms of Use as set forth on the Nadex website, to which all Nadex Members, FCM customers, and users of the Nadex website agree to comply.

**"Tolerance Protection"** means the defined number of points, expressed in terms of a dollar amount, away from the displayed market price that will be acceptable to fill a Market Order With Protection in whole or part, if the displayed market price or a better price is no longer available when the Exchange receives the Order.

**"Touch Bracket Contract"**[1] is a type of Variable Payout Contract, having a conditional Expiration Date on the Last Trade Date established at the time of listing, but which Touch Bracket

[1] Nadex may also refer to its Touch Bracket Contracts as "Knock-out Touch Bracket Contracts" "UpDown Touch Bracket Contracts" "Knock-outs," or "UpDowns," or "UpDown Options" from time to time. "US Financial Institution" means a financial institution as that term is defined in 31 CFR 1010.100(t), subsections (1), (2), and (8), that is required to comply

will expire prior to that stated Expiration in the event that, during the life of the Contract, the Index Value either (i) equals or is less than the Floor or (ii) equals or is greater than the Ceiling of the Touch Bracket.

"**Trade Day**" means the regular trading session on any given calendar date and the evening session, if any, on the immediately preceding calendar date, as specified in Rule 5.11.

**"Trading Member"** means a Person who has been approved by Nadex to trade directly and not through a FCM Member on the Market, and does not include any FCM Member.

**"Type"** means the classification of a Contract as a Variable Payout Contract or a Binary Contract.

**"US Financial Institution"** means a financial institution as that term is defined in 31 CFR 1010.100(t), subsections (1), (2), and (8), that is required to comply with the regulations issued by the United States Department of Treasury under the Bank Secrecy Act including, but not limited to, the anti- money laundering program and customer identification program rules.

**"Underlying"** means the index, rate, risk, measure, instrument, differential, indicator, value, contingency, occurrence, or extent of an occurrence the Expiration Value of which determines whether (and, in the case of a Variable Payout Contract, to what extent) a Contract is in-the-money.

**"Variable Payout Contract"** means a category of contracts wherein the holder of a Long Variable Payout Contract or a Short Variable Payout Contract may have a right to a variable Settlement Value. Variable Payout Contracts include Call Spread Contracts and Touch Bracket Contracts.

**"Volume Threshold Level"** means the volume based Reportable Level as established by Commission Regulation 15.04.

**"Wide Spread Surcharge"** means an additional exchange fee imposed on a duly appointed Market Maker's average per lot profit above a specified level, in a given month. Specific details pertaining to the Wide Spread Surcharge are set forth in the fee schedule on the Nadex website.

"**12PM**" or "**12:00 PM**" means 12:00 Noon.

RULE 1.2 INTERPRETATION

In these Rules, unless the context clearly requires otherwise, (a) words in the singular include the plural and words in the plural include the singular, (b) any gender includes each other gender, (c) references to statutory provisions include those provisions, and any rules or regulations

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with the regulations issued by the United States Department of Treasury under the Bank Secrecy Act including, but not limited to, the anti- money laundering program and customer identification program rules.

promulgated thereunder, as amended, and (d) all uses of the word “including” should be construed to mean “including, but not limited to.” Headings included herein are for convenience purposes only and do not form a part of these Rules.

RULE 1.3 DATE AND TIME REFERENCES

Unless otherwise specified, all references to dates, times or time periods shall refer to, or be measured in the Eastern Time zone.

RULE 1.4 CONFLICTS

In the event of a conflict between any Rules of general application and the Rules relating to particular types of transactions, the transaction-specific Rules will prevail.

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## CHAPTER 2 MARKET GOVERNANCE

### RULE 2.1 POWERS OF NADEX'S BOARD OF DIRECTORS

The board of directors of Nadex has the power to manage and direct Nadex including but not limited to the power to define the standards for membership in the Exchange and who may access the secure portions of Nadex's website, the power to amend, adopt, or repeal these Rules, and the power to oversee the business conduct of Members and impose penalties for violation of these Rules.

### RULE 2.2 RESTRICTIONS ON WHO MAY BE MEMBERS OF THE BOARD, MEMBERS OF DISCIPLINARY COMMITTEES, MEMBERS OF ARBITRATION OR OVERSIGHT PANELS, OR TEN PERCENT OR GREATER OWNERS

Commission Regulation 1.63 prohibits certain individuals who have been charged with, or have been found to have committed, disciplinary offenses (as defined in that section) within the past three years from serving. No individual subject to disqualification under Commission Regulation 1.63(b) may serve on the Nadex Board of Directors, any of its Disciplinary Committees (including serving as compliance officer or hearing officer), Appeals Panel, or any other Oversight or Arbitration Panel, each as defined in Commission Regulation 1.63, as may be created (collectively, "Panels"). Additionally, any individual who may be denied registration, or whose registration may be suspended, restricted or conditioned by the CFTC for any reason in accordance with section 8a(2) of the CEA, to the best of Nadex's knowledge and belief after reasonable inquiry, may not serve on the Nadex Board of Directors, nor any of its Disciplinary Committees or Panels (including serving as compliance officer or hearing officer). Nadex will not permit any individual subject to disqualification under Commission Regulation 1.63(b) to own 10% or more of Nadex or to serve as a Nadex hearing officer.

### RULE 2.3 OFFICERS OF NADEX

(a) Nadex has a board of directors, consisting of no fewer than five (5) and no more than seven (7) directors elected by a majority vote of all shareholders of Nadex. Each director serves a one year term. Each director, including a director elected to fill a vacancy, shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

(b) Nadex has a chief executive officer, secretary, chief financial officer, chief regulatory officer, chief compliance officer, and other such officers from time to time as appointed by the board of directors or the shareholders (collectively, the "Management Team"). These officers are appointed and may be dismissed (with or without cause) by majority vote of the board of directors or the shareholders.

(c) The chief executive officer of Nadex must be a member of the board of directors. In the absence of the chairman, the chief executive officer will perform the

chairman's duties. In the event of a disagreement between the chief executive officer and the board or the chairman of the board as to an exchange matter, the chairman and/or board shall control.

(d) Subject to the direction of the board of directors, the chief executive officer will manage the overall business of the exchange. In the absence of the chief executive officer, the executive officer in charge of operations will perform the chief executive officer's duties.

(e) The chief financial officer of Nadex will be responsible for all funds and stock of Nadex and in general perform all duties incident to the office of chief financial officer and such other duties as from time to time may be assigned by the chief executive officer or the board of directors. If the function of the office of the chief financial officer is outsourced to a service provider, the chief executive officer shall be responsible for oversight of this function.

(f) The secretary of Nadex will keep the minutes of the meetings of the board and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the chief executive officer or the board of directors.

(g) The chief regulatory officer of Nadex will be responsible for managing the day-to-day regulatory functions of the Exchange consistent with the Acceptable Practices for Designated Contract Markets under Core Principle 16 of Section 5(d) of the CEA.

(h) The chief compliance officer of Nadex will be responsible for fulfilling the obligations of a chief compliance officer of Derivatives Clearing Organizations under the CEA and Commission regulations, to the extent such obligations apply to Nadex. The chief compliance officer will report to the chief executive officer or such other person or entity as directed by the board of directors.

RULE 2.4 EMERGENCY RULES

(a) Nadex may adopt emergency Rules in response to the emergencies that are described in paragraph (c) of this Rule. In the event of one of those emergencies, the board of directors or at least two members of the Management Team may, without giving prior notice to, or securing prior approval from, the Commission, adopt a temporary emergency rule to address the emergency. Adoption of a temporary emergency rule by the board of directors requires the affirmative vote of two-thirds of the members of the board at a meeting of the board at which a quorum is present. Nadex may count a member of the board of directors who abstains from voting on a temporary emergency rule to determine whether a quorum exists. Adoption of a temporary emergency rule by the management team

requires the written authorization and acknowledgement of two members of the management team, indicating the emergency action to be taken and the reasons for that action, before the action is taken.

(b) Any temporary emergency rule adopted under this Rule may authorize Nadex to act as the board of directors or management team deems necessary or appropriate to meet the emergency, and those actions may adversely affect the ability to trade on the Market. Therefore, the chance of an emergency is one of the risks that market participants should consider when deciding whether to trade on the Market.

(c) For the purposes of this Rule, an "emergency" is:

(i) any activity that manipulates or attempts to manipulate the Market;

(ii) any actual, attempted, or threatened corner, squeeze, or undue concentration of positions;

(iii) any circumstance that may materially affect the performance of the Contracts traded on Nadex, including failure of the payment system or bankruptcy or insolvency of any participants;

(iv) any action taken by the United States, any foreign government, any state or local governmental body, any other contract market or board of trade, or any other exchange, market, facility, or trade association (foreign or domestic) that may have a direct impact on trading on Nadex;

(v) any circumstances that may have a severe, adverse impact upon the physical functions of Nadex including, for example, natural disasters such as fire or flood, terrorist acts such as bomb threats, physical plant breakdowns such as plumbing, heating, or air conditioning problems, system breakdowns such as power, telephony, cable, trading systems, or computer systems failures or interruptions to communications, the network, or the Internet;

(vi) the imposition of any injunction or other restraint by any government agency, court, or arbitrator that may affect the ability of a Member to perform on Contracts;

(vii) any circumstance in which it appears that a Nadex Member or any other person is in such operational condition, or is conducting business in such a manner, that such person cannot be permitted to continue in business without jeopardizing the safety of Nadex Members or Nadex itself; and

(viii) any other unusual, unforeseeable, and adverse circumstance which, in the opinion of the governing board, requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of or delivery pursuant to Contracts traded on Nadex.

(d) If deemed necessary to combat perceived market threats caused by an emergency, a Nadex official authorized to do so may suspend trading on the Market during the duration of the emergency or take any other action that the official thinks is necessary or appropriate. The official will order an end to the action taken in response to the emergency as soon as the official determines that the emergency has sufficiently abated to permit the Market to function properly.

(e) Nadex will make every effort practicable to notify the Director of the Division of Market Oversight, his delegates, and/or other persons designated by the Commission's Regulations that Nadex intends to implement, modify, or terminate a temporary emergency rule pursuant to Rule 2.4(a) or an action in response to an emergency pursuant to Rule 2.4(d) prior to the implementation, modification, or termination of the rule or action. If it is not possible to notify the Commission prior to the implementation, modification, or termination of the rule or action, Nadex will notify the Commission of the implementation, modification, or termination of the rule or action at the earliest possible time, and in no event more than 24 hours after implementation, modification, or termination.

(f) Any time that Nadex takes action in response to an emergency, either under Rule 2.4(a) or Rule 2.4(d), Nadex will document its decision-making process and reasons for taking emergency action.

RULE 2.5 COMMITTEES AND SUBCOMMITTEES

(a) The Nadex board of directors may create, appoint members of the board to serve on, and delegate powers to, committees and subcommittees.

(b) A majority of any committee or subcommittee will constitute a quorum, and a majority of a quorum is necessary for committee or subcommittee action. A committee or subcommittee may act by unanimous consent in writing, including by electronic mail, without a meeting.

(c) Nadex's board of directors shall appoint a Regulatory Oversight Committee comprised of board members who are "public directors" as defined in the Acceptable Practices under Core Principle 16 in Commission Regulation Part 38, Appendix B. The ROC shall oversee Nadex's regulatory program on behalf of the board. The board shall delegate sufficient authority, dedicate sufficient resources, and allow sufficient time for the ROC to fulfill its mandate. The ROC shall:

(i) Monitor Nadex's regulatory program for sufficiency, effectiveness, and independence;

(ii) Oversee all facets of the program, including trade practice and market surveillance; audits, examinations, and other regulatory responsibilities with respect to member firms (including ensuring compliance with financial integrity, financial reporting, sales practice, recordkeeping, and other requirements); and the conduct of investigations;

(iii) Review the size and allocation of the regulatory budget and resources; and the number, hiring and termination, and compensation of regulatory personnel;

(iv) Supervise Nadex's chief regulatory officer, who will report directly to the ROC;

(v) Prepare an annual report assessing Nadex's self-regulatory program for the board of directors and the Commission, which sets forth the regulatory program's expenses, describes its staffing and structure, catalogs disciplinary actions taken during the year, and reviews the performance of disciplinary committees and panels; and

(vi) Recommend changes that would ensure fair, vigorous, and effective regulation;

(vii) Review significant regulatory proposals and advise the board as to whether and how such changes may impact regulation.

## RULE 2.6 VOTING BY INTERESTED BOARD MEMBERS

Core Principle 16 of Section 5(d) of the CEA requires that contract markets have adequate procedures to prevent conflicts of interest. In this regard, Nadex has adopted provisions of Commission Regulation 1.69 as a Rule of Nadex. Commission Regulation 1.69 prohibits a member of the Nadex board of directors or any disciplinary or oversight committee or subcommittee from taking part in any deliberations or voting on any matter in which the board, committee, or subcommittee member has an interest or has a relationship with a named party in interest. Regulation 1.69 also requires disclosure by board, committee, or subcommittee members of interests and relationships in certain circumstances. Nadex board, committee, and subcommittee members shall not deliberate or vote on any matter in which the board, committee, or subcommittee member has an interest or has a relationship with a named party in interest and shall disclose such interests in accordance with Regulation 1.69. See also Chapter 11 of these Rules.

## RULE 2.7 INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHERS

Nadex will indemnify to the full extent authorized by law any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative in nature, by reason of the fact that such person is or was a director, officer, employee, or agent of Nadex or is or was serving at the request of Nadex as a director, officer, employee, or agent of Nadex against expenses, including attorneys' fees, judgments, fines, and amounts paid in connection with such action, suit, or proceeding. Such indemnification shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement or as a matter of law or otherwise. Nadex may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of Nadex against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not Nadex would have the power to indemnify such person against such liability under the provisions of this Rule. However, no person shall be indemnified from liability for fraud, bad faith, willful misconduct, or gross negligence. Further, no person shall be indemnified against a civil penalty imposed by the Commission under Section 6b of the CEA.

## RULE 2.8 PROHIBITION ON USE OF MATERIAL, NON-PUBLIC INFORMATION

(a) Commission Regulation 1.59 prohibits employees and members of the board of directors of Nadex from using or disclosing material, nonpublic information gained through their employment or board service in certain circumstances. This Rule prohibits the use and disclosure forbidden by Commission Regulation 1.59. In this regard, Nadex has adopted provisions of Regulation 1.59 as a Rule of Nadex in Chapter 11 of these Rules.

(b) No member of the board of directors or any committee established by the board of directors or these Rules will use or disclose material, nonpublic information obtained as a result of participation on the board of directors or such committee for any purpose other than the performance of official duties as a board or committee member.

(c) No employee, consultant, or member of the board of directors or any committee of Nadex will disclose to any other person material, nonpublic information obtained as a result of such person's employment for purposes inconsistent with such person's official duties.

(d) No employee, consultant, or member of the board of directors or any committee of Nadex will trade for such person's account, or for or on behalf of any other account, in any commodity interest on the basis of any material, non-public information obtained through special access related to the performance of such person's duties as an employee, consultant, or member of the board of directors or committee.

(e) No Member who inadvertently or otherwise comes into possession of any material, non-public information held by Nadex or any employee, consultant, or member of the board of directors or any committee of Nadex gained through their employment by or service to Nadex will disclose to anyone such material, non-public information or trade for such person's account, or for or on behalf of any other account, in any commodity interest on the basis of such material, nonpublic information.

(f) For purposes of this Rule, the terms "material information," "nonpublic information," "linked exchange", "commodity interest," and "related commodity interest" have the same meanings as they do in Commission Regulation 1.59.

(g) Any director, officer, or employee of Nadex who violates any provision of this Rule will be required to indemnify Nadex for any losses, damages, or costs caused by that violation.

## RULE 2.9 LIMITATION ON TRADING BY AFFILIATES

A Market Maker that is an Affiliate of Nadex may trade on Nadex provided that it is fully authorized pursuant to a Market Maker Agreement and that it has implemented the appropriate policies and procedures related to conflicts of interest, including that no Employee of a Market Maker that is an affiliate may trade on any Nadex Market for such employee's own account. An Affiliate of Nadex that is properly registered as a Futures Commission Merchant is permitted to become an FCM Member of the Exchange and act as an intermediary for its customers on the Exchange, provided that such FCM is duly authorized pursuant to an FCM Membership Agreement and that it has implemented the appropriate policies and procedures related to conflicts of interest, including that no Employee of the FCM that is an Affiliate may trade on any Nadex Market for such employee's own account. All Market Makers that are Affiliates of Nadex and all FCM Members that are Affiliate of Nadex shall provide the applicable policies and procedures related to conflicts of interest, and any updates thereto, to the Exchange upon request.

Exchange jurisdiction over the Person, as well as the Person's agreement to be bound by the Nadex Rules and obligation of cooperation and participation in investigatory and disciplinary processes, shall continue beyond the revocation or termination of the Person's trading privileges with respect to any transactional or Rule- related matter involving the Person, occurring before the revocation or termination of trading privileges, regardless of whether the matter was discovered prior to or after the revocation or termination of the Person's trading privileges.

## RULE 2.10 CONSENT TO JURISDICTION

Any Participant, Person initiating or executing a transaction on or subject to the Rules of the Exchange directly or through an intermediary, and any Person for whose benefit such a transaction has been initiated or executed, expressly consents to the jurisdiction of the Exchange and agrees to be bound by and comply with the Rules of the Exchange in relation to such

transactions, including, but not limited to, rules requiring cooperation and participation in investigatory and disciplinary processes. Any futures commission merchant, introducing broker, associated person, independent software vendor or foreign Person performing a similar role, that charges a commission or fee in connection with transactions on or subject to the Rules of the Exchange also expressly consent to the Exchange's jurisdiction. The consent to jurisdiction under this Rule shall continue notwithstanding a termination of any Person's membership.

For the avoidance of doubt, any Participant that trades any digital asset or cryptocurrency on a U.S. or non-U.S. spot market, agrees to cooperate and provide documents, transactional information and any other information requested by the Exchange related to such Participant's trading of digital assets or cryptocurrencies within two (2) business days of such request. Such cooperation includes, but is not limited to authorizing the Exchange to contact the relevant spot market(s) and obtain any information related to such Participant's trading of digital assets or cryptocurrencies.

RULE 2.11 SERVICES AGREEMENT WITH A TECHNOLOGY SERVICE PROVIDER

(a) The Exchange may contract with a Technology Services Provider to provide certain technology services to the Exchange pursuant to a Technology Services Agreement. In accordance with a Technology Services Agreement, a Technology Services Provider may perform certain functions under the Exchange Rules and the Exchange may provide information to the Technology Services Provider in connection with the performance by the Technology Services Provider of those functions. The Exchange conducts reviews to verify that the Technology Services Provider is performing certain technology services to the Exchange pursuant to a Technology Services Agreement.

(b) The Exchange shall retain ultimate decision-making authority with respect to any functions that are contracted to a Technology Services Provider.

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## CHAPTER 3 MEMBERS

RULE 3.1 TRADING MEMBERS – APPLICATIONS, CLASSIFICATIONS, AND PRIVILEGES

(a) To be eligible to become a Trading Member:

(i) An applicant who is an individual, must:

(1) provide Nadex with any information or documentation Nadex deems necessary in order to verify the applicant's identity, perform a criminal background check, or otherwise review information provided on an Application for Membership or by a third party provider[2];

(2) A. have an account(s) in the Trading Member's name with a US Financial Institution that the Trading Member will use to fund its Nadex account at the Nadex settlement bank, and to receive funds from its Nadex account, or,

B. have a verified account(s) at a Financial Institution or Foreign Bank (or other similarly authorized institution that has been vetted by Nadex and received pre-approved written authorization from Nadex that it is an acceptable means of deposit) held in the Trading Member's name that the Trading Member will authorize per transaction to deposit funds to the Trading Member's Nadex account at the Nadex settlement bank by means of a registered money services business.; or

C. have an account(s) as described in subsections (A) or (B) or an account(s) in the Trading Member's name with a Foreign Bank capable of transacting with Nadex's settlement bank either directly, through a Correspondent Account, or other acceptable intermediary that the Trading Member will use to fund its Nadex account at the Nadex settlement bank, and to receive funds from its Nadex account via one of the acceptable methods as stated on the Nadex website[3]; and

[2] Required documentation may vary depending on the applicant's residential location. Specific residential locations from which Nadex may accept applications for Membership will be identified on the Nadex Membership application.

[3] All funds deposited into the Trading Member's Nadex account at the Nadex settlement bank shall be in any of the following currency denominations: U.S. dollars, British Pounds or Euro Currency. All withdrawal payments from the Trading Member's Nadex account will also be made in any of the following currency denominations: U.S. dollars, British Pounds or Euro Currency.

(3) certify that

A. the applicant is old enough to enter into a legally enforceable contract and has reached the required age as stated on the Membership Agreement;

B. the applicant has read, understands and agrees to comply with the Nadex Rules, Risk Disclosure Statement, Terms of Use, Privacy Policy, and Membership Agreement;

C. the applicant agrees to be bound by these Rules; and

D. the applicant will trade only for itself and will not trade as an intermediary for any other person or entity.

(ii) An applicant that is an Entity must

(1) Be validly organized in the United States or the international jurisdiction, as applicable;

(2) provide Nadex with a valid Taxpayer Identification Number;

(3) provide Nadex with a valid legal entity identifier as described in Commission Regulation §45.6(b);

(4) have an account or accounts in the Entity Trading Member's name with a Financial Institution or Foreign Bank that the Entity Trading Member will use to fund its Nadex account at the Nadex settlement bank, and to receive funds from its Nadex account, via one of the acceptable methods as stated on the Nadex website; and

(5) designate Authorized Trader(s) to trade its account and agree that such Authorized Trader(s) will trade only for it and will not trade for him/herself or as an intermediary for any other entity or person;

(6) designate at least one officer who is responsible for supervising all activities of its employees relating to transactions effected on Nadex or subject to Nadex Rules and provide any information Nadex may request regarding such officer(s);

(7) agree to be bound by these Rules; and

(8) certify that

A. the applicant is validly organized, in good standing, in the United States or the international jurisdiction, as applicable;

B. the applicant is authorized by its governing body and, if relevant, documents of organization, to trade commodities, swaps, futures and options contracts, and

C. the applicant has read, understands and agrees to comply with the Nadex Rules, Risk Disclosure Statement, Terms of Use, Privacy Policy, and Membership Agreement.

(b) In order to become a Trading Member, an applicant who is an individual must complete and submit the Nadex on-line membership application, provide Nadex with any other information Nadex may request, and fund its Nadex account by making a deposit of funds belonging to the individual applicant from the individual applicant's account at a US Financial Institution, or as otherwise provided for in subsection (a)(i)(2) of this Rule, to the appropriate segregated Cleared Swap Proprietary Account at Nadex's settlement bank. An applicant who is an Entity must complete an Account Certification, Membership Agreement, and W-9, which collectively shall constitute the membership application, provide Nadex with any other information Nadex may request, and fund its Nadex account by making a deposit of funds belonging to the entity applicant from the entity applicant's account at a Financial Institution or Foreign Bank to the appropriate segregated Cleared Swap Proprietary Account at Nadex's settlement bank. All funds deposited by Trading Members shall constitute "Member Property" in accordance with CFTC Regulations.

(c) Submission of a membership application to Nadex constitutes the applicant's agreement to be bound by these Rules and other policies of Nadex.

(d) If an application is approved by Nadex and the Nadex settlement bank confirms to Nadex that the applicant has made a successful initial deposit in accordance with paragraph (b) of this Rule, the applicant will be a Trading Member of Nadex and will have the following privileges, which Nadex may revoke, amend, or expand in accordance with, or by amending, these Rules:

(i) to maintain a Nadex account;

(ii) to buy Contracts on the Market using the funds in its Nadex account;

(iii) to sell Contracts on the Market using the funds in its Nadex account;

(iv) to view "real-time" the same best bids to buy and offers to sell the Contracts traded on the Market as are available to all other Members;

(v) to view the current trading volume and open interest for the Contracts traded on the Market; and

(vi) to view all non-secure parts of the Nadex website, including these Rules, and descriptions of Contracts traded on the Market as well as all secure parts of the Nadex website outlined above in Rule 3.1(d)(i) – (vi).

(e) Nadex may in its sole discretion approve, deny, or condition any Member application as Nadex deems necessary or appropriate.

(f) A Trading Member that is an individual, may not maintain and/or trade more than one Nadex account. No Authorized Trader(s), nor any officer, director, member, manager, owner, or indirect owner, of an Entity Trading Member may maintain a separate Nadex account and/or trade any Nadex account other than that Entity's account.

RULE 3.2 FCM MEMBERS – APPLICATIONS, CLASSIFICATIONS, AND PRIVILEGES

(a) To be eligible to become a FCM Member, an applicant must:

(i) be validly organized, in good standing, in the United States;

(ii) be registered as a Futures Commission Merchant by the National Futures Association;

(iii) have adequate financial resources and credit as determined by Nadex;

(iv) have an account or accounts with a Financial Institution designated as a settlement bank by Nadex;

(v) designated at least one officer who is responsible for supervising all activities of its employees relating to transactions effected on the Nadex or subject to Nadex Rules and provide any information Nadex may request regarding such FCM Member;

(vi) submit to Nadex a letter confirming that the applicant will maintain all Customer funds deposited with it in connection with trading any Nadex Contracts in appropriately labeled and segregated Cleared Swaps Customer Accounts separated from funds of both the FCM Member and futures customers, as required by Commission regulations;

(vii) agree to be bound by these Rules; and

(viii) meet any other criteria or complete any additional applications that Nadex may request.

(b) Prior to becoming a FCM Member, FCM Member applicants must submit to Nadex:

(i) a guarantee agreement on a form prescribed by Nadex defining the FCM Member's obligation to guarantee the applicant's transactions and those of the applicant's Customers, signed by the FCM Member; and

(ii) an agreement authorizing Nadex to unilaterally debit any accounts identified per Rule 3.2(a)(iv) in accordance with Nadex's rules, policies and procedures and in amounts solely determined by Nadex.

(c) Nadex may in its sole discretion approve, deny, or condition any FCM Member application as Nadex deems necessary or appropriate.

(d) If an FCM Member application is approved by Nadex, the applicant will be a FCM Member of Nadex and will have the following privileges:

(i) to intermediate Customer transactions on Nadex;

(ii) to distribute Nadex data to its Customers pursuant to any data distribution agreement with Nadex; and

(iii) to access Nadex's trading systems electronically via a FIX connection (Internet – SSL only).

RULE 3.3 MEMBER OBLIGATIONS

(a) Each Member and any Authorized Trader(s) thereof, must comply with these Rules, applicable provisions of the Commodity Exchange Act, and relevant Commission regulations. Each Member and any Authorized Trader(s) thereof must also cooperate promptly and fully with Nadex, its agents, and/or the Commission in any investigation, call for information, inquiry, audit, examination, or proceeding. Such cooperation shall include providing Nadex with access to information on the activities of such Member and/or Authorized Trader in any referenced market that provides the underlying prices for any Nadex market. For the avoidance of doubt, any Participant that trades any digital asset or cryptocurrency on a U.S. or non-U.S. spot market, agrees to cooperate and provide documents, transactional information and any other information requested by the Exchange related to such Participant's trading of digital assets or cryptocurrencies within two (2) business days of such request. Such cooperation includes, but is not limited to authorizing the Exchange to contact the relevant spot market(s) and obtain any information related to such Participant's trading of digital assets or cryptocurrencies.

Additionally, each Member must update its e-mail address within 24 hours after any change and update all other information provided in its application for membership within five days after that information has changed.

**If any Member or Authorized Trader(s) thereof fail to satisfy these obligations, Nadex may revoke or suspend the Member's privileges in full or in part. Each Member may also be subject to civil or criminal prosecution.**

(b) Each Member consents to allow Nadex to provide all information Nadex has about the Member, including the Member's trading activity, to the Commission or any other Regulatory Agency, law enforcement authority, or judicial tribunal, including (as may be required by information sharing agreements or other contractual, regulatory, or legal provisions) foreign regulatory or self-regulatory bodies, law enforcement authorities, or judicial tribunals.

(c) Each Member and each Member's Authorized Trader(s) are required to review the "Notices" section of the Nadex website to make itself aware of material changes to these Rules or other notices that may affect your rights and obligations as a Member of Nadex.

(d) Each Member must immediately notify Nadex in through electronic communication email upon becoming aware in a timely manner:

(i) that the Member, any of the Member's officers or any of the Member's Authorized Traders has had access or trading privileges suspended, or membership denied, in any commodity, securities, or swaps exchange, brokerage, association, or Regulatory Agency;

(ii) that the Member, any of the Member's officers or any of the Member's Authorized Traders has been convicted of, pled guilty or no contest to, or entered a plea agreement to, any felony in any domestic, foreign or military court;

(iii) that the Member, any of the Member's officers or any of the Member's Authorized Traders has been convicted of, plead guilty or no contest to, or entered a plea agreement to a misdemeanor in any domestic, foreign or military court which involves:

(1) embezzlement, theft, extortion, fraud, fraudulent conversion, forgery, tax evasion, counterfeiting, false pretenses, bribery, gambling, racketeering, or misappropriation of funds, securities or properties; or

(2) any transaction in or advice concerning swaps, futures, options on futures, leveraged transactions or securities;

(iv) that the Member, any of the Member's officers or any of the Member's Authorized Traders has been subject to, or associated with a firm that was subject to regulatory proceedings before any governmental or Regulatory Agency;

(v) that the Member, any of the Member's officers or any of the Member's Authorized Traders is currently a party to any investigation or proceeding, the resolution of which could result in an event described in Rule 3.3(d)(i)-(iv);

(vi) of any other material change in any information contained in the Member's membership application;

(vii) of any failure to segregate or maintain adequate Customer funds as required by the Commission when the Member is a FCM Member;

(viii) of becoming subject to early warning reporting under Commission Regulation 1.12;

(ix) of becoming the subject of a bankruptcy petition, receivership proceeding, or the equivalent, or being unable to meet any financial obligation as it becomes due; or

(x) of information that concerns any financial or business developments that may materially affect the Members' ability to continue to comply with participation requirements.

(e) Each Member must diligently supervise all activities of the Member's employees and/or agents, including all Authorized Traders, relating to transactions effected on Nadex. Any violation of these Rules by any employee of a Member may constitute a violation of the Rules by such Member.

(f) A Member is not required to engage in trading activity or maintain a minimum balance in its account after initial funding. If a Member does not engage in any trading activity or maintain a positive balance for a period of one year, however, that Member's account and membership may be terminated. A Person whose membership is terminated pursuant to this provision may re-apply for membership at any time following such termination.

## RULE 3.4 FCM MEMBER OBLIGATIONS

In addition to the obligations applicable to all Members, FCM Members shall have the following obligations:

(a) Each FCM Member must at all times maintain the financial resources at or in excess of the amount prescribed by Nadex from time to time as a FCM Member of Nadex. FCM Members may maintain two settlement accounts at Nadex. One settlement account will contain cleared swaps customer collateral and will be held separately from the members' property and from the funds of such FCM Member held for futures trading ("Cleared Swaps Customer Account"), while the other settlement account will hold Member Property of the FCM Member ("Cleared Swaps Proprietary Account").

(i) As futures commission merchants, all FCM Members must comply with the financial and reporting requirements set forth by the Commission and the National Futures Association, including the requirements contained in Commission Regulations 1.10 and 1.17.

(ii) Cleared Swaps Customer Account

(1) The Cleared Swaps Customer Account will contain separate position accounts for each FCM Member Customer.

(2) Each FCM Member shall be required to make an initial deposit of at least $100,000 of funds constituting the FCM's residual interest therein, into its FCM Member Cleared Swaps Customer Account for excess collateral with Nadex.

(3) If the available balance of the FCM Member's residual interest in the Cleared Swaps Customer Account falls below $50,000, the FCM Member must promptly deposit additional funds into the account to increase the available balance of such residual interest to at least $100,000.

(4) FCM Member cannot withdraw funds from its residual interest in the Cleared Swaps Customer Account if, after such withdrawal, the available residual interest balance would be less than $100,000 except on termination of Membership.

(iii) Cleared Swaps Proprietary Account

(1) The Cleared Swaps Proprietary Account will contain separate position accounts for any error accounts and test accounts of the FCM Member and/or any personal trading accounts of APs/employees. For the purposes of this Rule 3.4,

"APs/employees" includes all associated persons ("APs") and employees of the FCM Member, as well as those of the FCM Member's guaranteed introducing brokers ("GIBs").

(2) Except as set forth herein, a FCM Member shall treat an account of an AP/employee like an account of a FCM Member Customer. An AP/employee shall deposit funds with the FCM Member sufficient to fully collateralize all orders given by the AP/employee to the FCM Member prior to submission of such orders to the Exchange. Such funds, if and when transferred to Nadex, will be held by Nadex in the Cleared Swaps Proprietary Account. A FCM Member will be required to ensure that the AP/employee has on deposit with the FCM Member enough funds to fully collateralize the AP's/employee's orders before any such order is submitted to Nadex.

(b) Each FCM Member must submit statements of financial condition at such times and in such manner as shall be prescribed from time to time.

(c) Each FCM Member must maintain a separately identifiable position account for each Customer and provide the identifier for such account with every order submitted to Nadex.

(d) Each FCM Member must use due diligence in receiving and handling orders from Customers, submitting such orders onto Nadex on behalf of such Customers, responding to inquiries from Customers about their orders and reporting back to Customers the execution of such orders.

(e) Each FCM Member must maintain policies and procedures acceptable to Nadex that:

(i) with respect to each FCM Customer who is an individual, restricts access to any system through which such individual Customer submits orders to the FCM Member for transmission to Nadex to that individual Customer; and

(ii) with respect to each FCM Customer who is not an individual:

(1) restricts access to any system through which the Customer's orders may be submitted to the FCM Member for transmission to Nadex to such individuals authorized to enter orders on behalf of such Customer;

(2) requires each FCM Customer who is not an individual to have and maintain a CFTC Interim Compliant Identifier or such other Legal Entity Identifier deemed acceptable under CFTC regulations, which shall be provided to Nadex with each order message submitted by such Person; and

(3) identifies each individual authorized to enter orders on behalf of such Customer by a distinct user identification code, which shall be provided to the FCM Member and Nadex with each order message submitted by such Person; and

(4) requires the customer to maintain and provide to the FCM Member or Nadex upon request by the FCM Member or Nadex information identifying any individual who has entered orders on behalf of such Customer's account, including but not limited to the individual's name, taxpayer or other identification number, affiliation to the Customer, address and contact information.

(f) No FCM Member may maintain a proprietary trading account for Nadex contracts. Notwithstanding the foregoing, a FCM Member may maintain error accounts and/or test accounts.

(g) An AP/employee may trade Nadex contracts for his or her personal account under the following circumstances:

(i) All such trading of Nadex contracts by an AP/employee shall occur in a trading account held by the FCM Member with which he or she is registered or employed (or, in the case of an AP or an employee of a GIB, the FCM Member who guarantees that IB). No AP/employee may be a direct (i.e., non-intermediated) Trading Member of Nadex or maintain an interest in or control the trading in the account of any direct Trading Member of Nadex.

(ii) The FCM Member must notify Nadex in writing, prior to permitting the FCM Member's AP/employee to submit orders to the Exchange, of the AP's/employee's name and account identifier.

(iii) The FCM Member must notify Nadex immediately, in writing, in the event that the FCM Member's AP/employee is no longer registered and/or employed by the FCM Member.

(h) Prior to a FCM Member accepting any orders from a Customer for submission to Nadex, a FCM Member must first have provided such Customer with the Nadex Risk Disclosure Statement.

(i) Prior to a FCM Member accepting any orders from a Customer for submission to Nadex, Nadex will require certification by the FCM Member to Nadex that its system has the capacity to block cleared swaps customer collateral in accordance with the requirements of Rule 5.5(b) and demonstrate that capacity to Nadex. In addition, on an annual basis or as otherwise required by Nadex, each FCM Member must represent to Nadex that the portion of the FCM Member's system that blocks cleared swaps customer collateral has not been changed in any material respect or, if the system has been changed, the FCM Member must identify any such changes and recertify the system's capacity to block cleared swaps customer collateral in accordance with the requirements of Rule 5.5(b). Finally, each FCM Member agrees to submit to any compliance review by Nadex of its systems in this regard.

(j) With respect to the APs/employees of a FCM Member:

(i) Each FCM Member shall be responsible for diligently supervising the FCM Member's AP's/employee's compliance with all Exchange rules.

(ii) Each FCM Member must maintain a complete and accurate list of all APs/employees of the FCM Member. Such list shall be promptly provided to the Exchange upon request.

(iii) APs/employees must comply with Exchange rules. Each AP/employee shall be bound by Exchange rules to the same extent as if such person were a member.

(iv) Each FCM Member shall be responsible for the acts or omissions of the FCM Member's APs/employees, and may be liable for any fines imposed upon such APs/employees by the Exchange. Any violation of an Exchange rule by any such AP/employee may be considered a violation by the FCM Member.

(k) Each FCM Member must make and file reports in accordance with Commission Regulations in a manner and form and at such times as may be prescribed by the Commission.

(l) Each FCM Member must make and file reports with Nadex at such times, in such manner and form, and containing such information as Nadex may prescribe from time to time.

(m) Each FCM Member, upon a request of Nadex or any Regulatory Agency, must promptly respond to any requests for information.

(n) Each FCM Member may invest cleared swaps customer collateral only in accordance with Commission Regulations 22.2(e)(1) and 1.25.

(o) Each FCM Member must prepare, maintain and keep current those books and records required by the rules of Nadex, the CEA and/or the Commission's Regulations. Such books and records shall be open to inspection and promptly provided to Nadex, its Designated Self Regulatory Organization ("DSRO"), the Commission and/or the U.S. Department of Justice, upon request.

RULE 3.5 SUPERVISION

Each Member and such Member's designated supervisor must diligently supervise its Related Parties, Authorized Traders, partners, directors, officers, agents, contractors, representatives, and employees. For purposes of this Rule 3.5, Member means a non-individual Member of the Exchange, including an Entity Trading Member, a FCM Member, or a Market Maker.

Such Member must establish, maintain and enforce reasonable supervisory procedures to demonstrate compliance with Applicable Laws and the Rules of the Exchange.

Such Member or its designated supervisor may be held directly or jointly liable for violations of any Rules of the Exchange by such Related Parties, Authorized Traders, partners, directors, officers, agents, contractors, representatives, and employees, regardless of whether the Member or designated supervisor is held responsible for the act or acts constituting the violation. Such Member or its designated supervisor will also be jointly liable for the payment of any resulting fines of any Rules of the Exchange.

RULE 3.6 AUTHORIZED TRADERS

(a) An Entity Trading Member must register one or more individuals who will be Authorized Trader(s) for the Entity Trading Member's account, who are subject to approval by Nadex. The Entity Trading Member and the Authorized Trader must provide Nadex with any information it requests in connection with this registration process. Before an Authorized Trader may enter orders or execute trades on the Market, he/she must acknowledge having read and understood these Rules and agree to comply with these Rules. Only those individuals authorized by the Entity Trading Member and approved by Nadex may enter and execute transactions on the Market for the Entity Trading Member's account. Any Authorized Trader engaging in activity on the market may do so using only that Authorized Trader's unique username and login credentials.

(b) Nadex may withdraw or suspend the registration of any Authorized Trader if Nadex determines that;

(i) an Authorized Trader has caused the Entity Trading Member to fail to comply with the Rules of Nadex;

(ii) an Authorized Trader is not properly performing the responsibilities of an authorized representative of a Trading Member;

(iii) an Authorized Trader has failed to comply with the conditions set forth in paragraph (a) of this Rule; or

(iv) it is in the best interests of maintaining a fair and orderly market to do so.

(c) If the Entity Trading Member withdraws or Nadex suspends the registration of any Authorized Trader, the Trading Member must ensure that such Authorized Trader does not submit any quotes or orders into the Nadex system.

(d) The registration of an Authorized Trader will be withdrawn upon the written request of either the Authorized Trader or the Entity Trading Member for which an Authorized Trader is registered. Such written request shall be submitted in a manner prescribed by Nadex. Until such written request is received and processed by Nadex, or an Authorized Trader's registration is suspended or withdrawn pursuant to paragraph (c) of this Rule, an Entity Trading Member will be responsible for all activity of such Authorized Trader(s) related to Nadex.

RULE 3.7 REJECTION OF APPLICANT AND LIMITATIONS OF TRADING PRIVILEGES

(a) Notwithstanding Nadex's authority granted under any other Rule, Nadex may, in its sole discretion, deny any Member application, or suspend, revoke, limit, condition, restrict, or qualify the trading privileges of any account owner pursuant to this Section (a) or authorized trader of an account owner as it deems necessary or appropriate[4].

(b) An account owner or an authorized trader of an account owner who has had trading privileges limited pursuant to Section (a) of this Rule will be provided, in writing, the reason such action was taken.

(c) If Nadex denies the membership application of any Person or places limitations on trading privileges pursuant to this section, the applicant, account owner or authorized trader whose trading privileges have been limited may appeal the decision by filing with the CEO of Nadex a petition for review of such membership denial or trading limitation. The petition should describe in detail the reasons why the membership application should be granted or trading limitations removed. The petition must be filed within thirty (30) calendar days from the date upon which

[4] Please reference Notice 851.042117 in the Notices section of the Nadex website for an informational Q&A page regarding this Rule.

notice of the denial of membership or limitation of trading privileges was provided by Nadex. The decision of the CEO will be final. A Person that has been denied membership by the CEO will not be eligible for reapplication during the six months immediately following such denial.

(d) If trading privileges are limited pursuant to Section (a) of this Rule, Nadex may initiate a transfer of the Member's balance to the bank account on record.

RULE 3.8 COMMUNICATIONS BETWEEN NADEX AND MEMBERS AND OTHER PARTICIPANTS

Each Member must provide Nadex with its current electronic mail address and immediately (and in any event within 24 hours) update that address whenever it changes. All communications between Nadex, its Members, and other Participants, including confirmation of all transactions executed where applicable, may be transmitted by electronic mail and/or posted on the Nadex website in the English (American) language. Members and other Participants are responsible for promptly reviewing and, if necessary, responding to all electronic communications from Nadex.

RULE 3.9 DUES, FEES, AND EXPENSES PAYABLE BY MEMBERS

(a) Members are not required to pay dues.

(b) Members may be charged fees in connection with the trading of Contracts in an amount to be reflected from time to time on Nadex's website.

(c) Members may be charged fees for settlement of Contracts at Expiration in an amount to be reflected from time to time on Nadex's website.

(d) Members may be charged an inactivity fee after a period of account dormancy as reflected from time to time on Nadex's website.

(e) Nadex or its settlement bank may also deduct from the Member's account fees or expenses incurred in connection with the Member's trading or account activity or Nadex's administration in connection with that activity, such as fees for wire transfers, check processing via electronic check. All such fees will be charged in an amount to be reflected from time to time on Nadex's website.

(f) If Nadex determines in the future to impose dues or additional fees, the Member will be provided notice of the change at the time the amended fees are filed with the Commission. The new fee structure will be implemented no earlier than on the first available trade date for which the change may be implemented according to the Commission's self-certification filing requirements as set forth in Commission Regulation §40.6(a).

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## CHAPTER 4 MARKET MAKERS

RULE 4.1 REGISTRATION OF MARKET MAKERS

(a) Only Trading Members in good standing who are not individuals may become a Market Maker of Nadex. A Member shall file a written Market Maker Application with Nadex. Nadex shall consider such factors as business reputation, financial resources and trading activity in relevant swaps, futures, options or related cash markets in determining whether to approve a Market Maker Application.

(b) The designation of any Market Maker may be suspended or terminated by Nadex at any time and for any reason.

RULE 4.2 APPOINTMENT OF MARKET MAKERS

(a) Nadex shall appoint Market Makers to certain Classes of Contracts ("Designated Classes") traded on Nadex. In making such appointments, Nadex shall consider (i) the financial resources available to the Market Maker, and (ii) the Market Maker's experience in market making in futures, options and other derivative products.

(b) No appointment of a Market Maker to a Designated Class shall be made without the Market Maker's consent to such appointment, provided that refusal to accept appointment to a Designated Class may be deemed sufficient cause for denial, suspension, or termination of registration as a Market Maker.

(c) Nadex may suspend or terminate any appointment of a Market Maker to a Designated Class and may appoint more than one Market Maker to the same Designated Class.

(d) Nadex may periodically conduct an evaluation of any Market Maker to determine whether it has fulfilled performance standards relating to, among other things, quality of the markets, competitive market making, observance of ethical standards, and administrative soundness. If the Market Maker fails to meet minimum performance standards, Nadex may, among other things, (i) suspend, terminate or restrict the Market Maker's appointment to a particular Designated Class, (ii) restrict the Market Maker from appointments to additional Designated Class(es),or (iii) suspend, terminate or restrict the Market Maker's registration as such.

RULE 4.3 BENEFITS OF BECOMING A MARKET MAKER

(a) Market Makers will have access to Nadex via the FIX gateway for an additional fee to be determined by Nadex. Market Makers may connect via the FIX Gateway over the Internet or dedicated private circuit. Use of dedicated private circuit is only

permitted for the submission of quotes. (b) Market Makers may receive reduced trading fees as an incentive for fulfilling the obligations of a market maker. For example, trading fees for Market Maker transactions via the FIX gateway may be less than other Trading Member fees via the FIX gateway.

(b) Market Makers shall have access to a designated group of operational and technical specialists at Nadex who handle issues relating to Market Makers.

RULE 4.4 OBLIGATIONS OF MARKET MAKERS

(a) General – Transactions of Market Makers should constitute a course of dealings reasonably calculated to contribute to the maintenance of a fair and orderly market, and Market Makers shall not make bids or offers or enter into transactions that are inconsistent with such a course of dealings. Ordinarily, Market Makers shall be obligated to do the following:

(i) trade for the proprietary account of the Market Maker only;

(ii) maintain at least the minimum capital on deposit with Nadex in accordance with the terms of the applicable Market Maker Agreement;

(iii) comply with all other terms of the applicable Market Maker Agreement; and

(iv) maintain two-sided displayed quotes, insofar as required by the Market Maker Agreement, of a minimum designated quantity ("Size") within a predefined spread ("Bid/Ask Spread") for a Series of Contracts for a certain period of time throughout the trading day, and comply with all other terms of the applicable Market Maker Agreement.

(1) In ordinary market conditions, quotes must be made within a maximum Bid/Ask Spread.

(2) The Market Maker Agreement sets forth specific conditions under which a Market Maker is permitted to refrain from quoting binding bid and offer prices.

(b) A Market Maker has a continuous obligation to engage, to a reasonable degree under the existing circumstances, in dealings for the account of the Market Maker when there exists, or it is reasonably anticipated that there will exist, a lack of price continuity or a temporary disparity between the supply of and demand for quotations in a Series of a Designated Class to which the Market Maker is appointed. Without limiting the foregoing, a Market Maker is expected to perform the following activities in the course of maintaining a fair and orderly market;

(i) To post bid and ask quotations in all Designated Classes to which the Market Maker is appointed that, absent changed market conditions, will be honored by the Market Maker.

(ii) To update quotations in response to changed market conditions in all Designated Classes to which the Market Maker is appointed.

(iii) All Market Maker quotations shall be submitted as "Post-Only Quotes". A Market Maker is not permitted to submit Non Post-Only Orders.

(iv) In the event a Market Maker has built a position size equal to or greater than 90% of any applicable position limit in a particular Class or Contract, Market Maker is temporarily relieved of its quoting obligation for such Class or Contract until Market Maker's position in such Class or Contract has been reduced to 75% of the applicable position limit, at which time quoting obligations as set forth in the Market Maker Agreement will resume.

(c) Like other Members of Nadex, a Market Maker may not attempt to execute a trade unless it has the excess funds in its Nadex account necessary to fully collateralize its obligations of the trade.

(d) Approved Market Makers who are engaged in bona fide market-making activity shall not be subject to the normal contract position limits, but rather will be subject to alternative market maker position limits as specified in each Contract's specifications in Chapter 12 of this Rulebook. A Market Maker taking advantage of an alternative market maker position limit must, within 1 Business Day following a request by Nadex's Compliance Department, provide the Nadex Compliance Department with a trade register detailing all trading activity in any account owned or controlled by the Market Maker in any relevant Underlying market during the 15 minutes immediately before and after any expiration time identified by Nadex's Compliance Department.

(e) Duly appointed Market Makers may be charged a Wide Spread Surcharge as set forth in the fee schedule.

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## CHAPTER 5 METHOD FOR MEMBERS TO TRADE CONTRACTS

RULE 5.1 PRIOR REVIEW OF RISK DISCLOSURE STATEMENT AND THESE RULES AND ACCEPTANCE OF TERMS OF MEMBERSHIP AGREEMENT IS REQUIRED

(a) Trading Member Applicants: No Person may become a Trading Member of Nadex or trade any Contracts on the Market unless such Person has received, read, understood, and accepted the Nadex Risk Disclosure Statement, Terms of Use, Privacy Policy, these Rules, and the Nadex Membership Agreement for Trading Members, and has certified having have done so.

(b) FCM Member Applicants: No entity may become a FCM Member of Nadex or intermediate the trading of any Contracts on the Market unless such entity has received, read, understood, and accepted these Rules, Terms of use, Risk Disclosure Statement, Privacy Policy, and the Nadex Membership Agreement for FCM Members, and has certified having done so.

(c) Customers of FCM Members: No Person may be permitted by a FCM Member to enter orders or otherwise engage in any Nadex trading activity as a customer of that FCM Member unless such FCM Member has obtained certification from the customer that the customer has received, read, understood, and accepted these Rules, Risk Disclosure Statement, Privacy Policy, and the Terms of Use.

RULE 5.2 TRADING MEMBER AND AUTHORIZED TRADER ACCESS TO NADEX

(a) During the Nadex membership application process, an applicant to become a Trading Member will be required to choose a user identification ("ID") and password. The applicant will be required to enter the ID and password to log onto and access secure portions of the Nadex website. Each time the applicant submits its unique user ID and password to Nadex in order to log onto Nadex, the applicant affirms that it understands and agrees to be bound by these Rules and other policies of Nadex, as amended.

(b) After an applicant's membership application has been approved by Nadex and the applicant has deposited the requisite amount of funds into its account as specified under Rule 3.1(b), the applicant becomes a Trading Member. As a Trading Member, such Person will be able to access the Market, execute trades, and otherwise access information regarding, or perform functions in, such Person's account using its ID and unique password.

(c) Each Authorized Trader shall maintain a unique ID and password, separate from the ID and password belonging to the Entity Trading Member and from any other Authorized Trader of the Entity Trading Member, in order to access the markets and engage in activity on behalf of its Entity Trading Member.

(d) For account security and audit trail purposes, each Trading Member agrees that Nadex may maintain logs of its IP address, and the IP address of any Authorized Trader, used to access the Nadex website.

(e) Each Trading Member will be responsible for protecting its ID and password, and with respect to an Entity Trading Member, the ID(s) and password(s) of its Authorized Trader(s), from improper disclosure. In addition, a Trading Member may not knowingly or negligently permit any Person not authorized by Nadex and by the Trading Member to use the ID and password to access the secure portion of the Nadex website. An Entity Trading Member and its Authorized Trader(s) are prohibited from allowing any other person or entity from using these credentials to access the Nadex markets. Each Trading Member is required to immediately notify Nadex if it knows, or has reason to believe, that its ID or the ID and/or password of any Authorized Trader have been disclosed to any Person not authorized by Nadex and the Trading Member to use such ID and/or password. Under any circumstances, the Trading Member will be deemed to know that such ID and/or password have been disclosed to an unauthorized person 12 hours after any order is entered by that unauthorized person in your account.

(f) Each Trading Member will be liable for all costs and any losses that it may incur from transactions executed on Nadex by any person, authorized or not, using its ID and password or the ID and/or password of any Authorized Trader. Nadex will not be responsible in any way for unauthorized transactions in a Trading Member's account.

(g) Each Trading Member is responsible for contracting with an Internet service provider through which it will access the Nadex website and for having a backup service provider if the Trading Member thinks it is necessary. Each Trading Member is also responsible for maintaining an Internet connection speed adequate for its needs. Nadex will not be responsible in any way for any orders delayed or trades missed or not executed in a timely fashion because of failure of the Trading Member's Internet service provider or slowness of its Internet connection speed. No communication from a Trading Member will be deemed to have been received by Nadex until that communication is logged by the Nadex server.

(h) Nadex in its discretion may place a Trading Member's account on hold (prohibiting any order activity) or on hold-liquidation only (allowing only orders to liquidate existing positions). In such circumstances, Nadex will promptly notify the affected Trading Member of the nature of and reason for the action.

RULE 5.3 TRADING CONTRACTS – TRADING MEMBERS

(a) Trading Members will be able to trade (1) Variable Payout Contracts by entering bids or offers at prices based on the values or levels of the Underlying at which they are willing to open a Long Variable Payout Contract or a Short Variable Payout Contract and (2) Binary Contracts by entering bids to purchase or offers to sell those Contracts at which Trading Members are willing to open or close a long position in a Binary Contract or open or close a short position in a Binary Contract. After logging into the secure portion of the Nadex website, the Trading Member will input its orders into the Nadex trading system.

(b) When a Trading Member's order is matched by an order from another Member(s);

(i) If the Trading Member's order is to enter into one or more Variable Payout Contracts for which that Trading Member does not have an offsetting position in its account, Nadex will check its account to ensure it has enough funds to cover its maximum loss under the Variable Payout Contract(s) it is attempting to enter into. If the Trading Member does not have the necessary funds in its account, Nadex will cancel its order prior to trade execution. If the Trading member does have the necessary funds in its account, Nadex will execute the trade. Upon trade execution, Nadex will: (1) debit the funds from the Trading Member's account in an amount necessary to cover the maximum loss, (2) credit that amount to the Nadex settlement account, and (3) place the Variable Payout Contracts that were the subject of the executed trade into the Trading Member's account and (4) notify the Trading Member by electronic mail that the trade has been executed. The maximum amount that the Trading Member can lose under a Long Variable Payout Contract (and, therefore, the amount that will be debited from its account and then paid into the Nadex settlement account) is determined by subtracting the Floor from the Opening Trade Value and then multiplying the resulting figure by the Dollar Multiplier. The maximum amount that a Trading Member can lose under a Short Variable Payout Contract is determined by subtracting the Opening Trade Value from the Ceiling and then multiplying the resulting figure by the Dollar Multiplier.

(ii) If the transaction involves entering into one or more Variable Payout Contracts for which the Trading Member has an offsetting position in its account (for example, entering into a Short Variable Payout Contract of a Series when the Trading Member has a Long Variable Payout Contract of that same Series in its account), upon execution of the trade Nadex will: (1) close the offsetting position in the Trading Member's account; (2) debit the Nadex settlement account in the amount of (A) any gains realized by the offsetting transaction; and (B) any funds that were debited from the Trading Member's account at the time the Variable Payout Contract(s) that is being closed was entered into and that were not also used to pay any

losses on such Contract(s); (3) credit those amounts to the Trading Member's account; and (4) notify the Trading Member by electronic mail that the trade has been executed.

(iii) If the Trading Member's order is to enter into one or more Binary Contracts for which it does not have an offsetting position in its account, Nadex will check the Trading Member's account to ensure it has enough funds to cover its maximum loss under the Binary Contract(s) it is attempting to enter into. If the Trading Member does not have the necessary funds in its account, Nadex will cancel its order prior to trade execution. If the Trading Member does have the necessary funds in its account, Nadex will execute the trade. Upon trade execution, Nadex will: (1) debit the funds from the Trading Member's account in an amount necessary to cover the maximum loss, (2) credit those funds to the Nadex settlement account, and (3) place the Binary Contracts that were the subject of the order into the Trading Member's account and (4) notify the Trading Member by electronic mail that the trade has been executed. The maximum amount that a Trading Member can lose under a long position in a Binary Contract (and, therefore, the amount that will be debited from the Trading Member's account and then paid into the Nadex settlement account) is determined by the price at which the Trading Member entered into the long Binary Contract. The maximum amount that the Trading Member can lose under a short position in a Binary Contract is determined by subtracting the price at which it sold the position short from the Binary Contract's Settlement Value. For example, if a Trading Member enters into a short position in a Binary Contract with a $100 settlement Value at a trade price of $40, the Trading Member's maximum loss on that position would be $60 ($100- $40 = $60).

(iv) If the transaction involves entering into one or more Binary Contracts for which a Trading Member has an offsetting position in its account (for example, selling a position in a Binary Contract of a Series when the Trading Member is long a Binary Contract of that same Series in its account), upon execution of the trade Nadex will: (1) close the offsetting position in the Trading Member's account; (2) debit the Nadex settlement account in the amount of (A) any gains realized by the offsetting transaction; and (B) any funds that were debited from the Trading Member's account at the time the Binary Contract(s) that is being closed was entered into and that were not also used to pay any losses on such Contract(s); (3) credit those amounts to the Trading Member's account; and (4) notify the Trading Member by electronic mail that the trade has been executed.

(c) If a Trading Member's order is placed on the market and not immediately matched by an order from another Member, it will rest on the market until it is matched and executed in accordance with the procedures outlined above in this Rule, until the Member cancels it, or until it is cancelled by Nadex upon the Expiration of the Series or otherwise in accordance with these Rules.

RULE 5.4 TRADING CONTRACTS – CUSTOMERS OF FCM MEMBERS

(a) Nonmembers of Nadex will be able to trade Nadex Contracts only as Customers of an FCM Member and all Customer orders must be transmitted to Nadex from each Customer's FCM Member. Each FCM Member shall maintain a secure connection to Nadex and comply with all technical and other requirements established by Nadex for this purpose.

(b) Each FCM Member shall maintain a separate Nadex Position Account for the positions of each of its Customers and will indicate, when submitting any orders to Nadex, the Customer Position Account for which the order is submitted, as well as any other information required by Nadex.

(c) FCM Members will be able to submit orders for their customers ("FCM Customer Orders") to trade (1) Variable Payout Contracts by submitting bids or offers at prices at which the Customer is willing to open a Long Variable Payout Contract or a Short Variable Payout Contract and (2) Binary Contracts by entering bids to purchase or offers to sell those Contracts at which the Customer is willing to open or close a long position in a Binary Contract or open or close a short position in a Binary Contract.

(d) For purposes of this Rule, "settlement account" refers to the FCM Cleared Swaps Customer Account if the orders/trades are placed in a FCM Member's Customer Position Account. "Settlement account" refers to the FCM Cleared Swaps Proprietary Account if the orders/trades are placed in a FCM test, error, or AP/employee Position Account.

(e) When a FCM Customer Order is matched by an order from another Member(s):

(i) If the FCM Customer Order is to enter into one or more Variable Payout Contracts for which that Customer does not have an offsetting position in its FCM Customer Position Account, Nadex will check the FCM settlement account to ensure it has enough funds to cover the maximum loss under the Variable Payout Contract(s) that the FCM Customer is attempting to enter into. If the FCM settlement account does not have the necessary funds for that trade, Nadex will cancel the FCM Customer Order prior to trade execution. If the FCM settlement account does have the necessary funds, Nadex will execute the trade. Upon trade execution, Nadex will: (1)

debit the funds from the FCM settlement account in an amount necessary to cover the maximum loss, (2) credit that amount to the Nadex settlement account, (3) place the Variable Payout Contracts that were the subject of the executed trade into the FCM Customer Position Account, and (4) notify the FCM Member by FIX message that the trade has been executed. The maximum amount that the FCM Customer can lose under a Long Variable Payout Contract (and, therefore, the amount that will be debited from the FCM settlement account and then paid into the Nadex settlement account) is determined by subtracting the Floor from the Opening Trade Value and then multiplying the resulting figure by the Dollar Multiplier. The maximum amount that the FCM Customer can lose under a Short Variable Payout Contract is determined by subtracting the Opening Trade Value from the Ceiling and then multiplying the resulting figure by the Dollar Multiplier.

(ii) If the transaction involves entering into one or more Variable Payout Contracts for which the FCM Customer has an offsetting position in its FCM Customer Position Account (for example, entering into a Short Variable Payout Contract of a Series when the FCM Customer has a Long Variable Payout Contract of that same Series in its FCM Customer Position Account), upon execution of the trade Nadex will: (1) close the offsetting position in the FCM Customer Position Account; (2) debit the Nadex settlement account in the amount of (A) any gains realized by the offsetting transaction; and (B) any funds that were debited from the FCM settlement account at the time the Variable Payout Contract(s) that is being closed was entered into and that were not also used to pay any losses on such Contract(s); (3) credit those amounts to the FCM settlement account; and (4) notify the FCM Member by FIX message that the trade has been executed.

(iii) If the FCM Customer Order is to enter into one or more Binary Contracts for which that Customer does not have an offsetting position in its FCM Customer Position Account, Nadex will check the FCM settlement account to ensure it has enough funds to cover its maximum loss under the Binary Contract(s) it is attempting to enter into. If the FCM settlement account does not have the necessary funds for that trade, Nadex will cancel the FCM Customer Order prior to trade execution. If the FCM settlement account does have the necessary funds, Nadex will execute the trade. Upon trade execution, Nadex will: (1) debit the funds from the FCM settlement account in an amount necessary to cover the maximum loss, (2) credit those funds to the Nadex settlement account, (3) place the Binary Contracts that were the subject of the order into the FCM Customer Position Account and (4) notify the FCM Member by FIX message that the trade has been executed. The maximum amount that the FCM Customer

can lose under a long position in a Binary Contract (and, therefore, the amount that will be debited from the FCM settlement account and then paid into the Nadex settlement account) is determined by the price at which the FCM Customer entered into the long Binary Contract. The maximum amount that the FCM Customer can lose under a short position in a Binary Contract is determined by subtracting the price at which it sold the position short from the Binary Contract's Settlement Value. For example, if a FCM Customer enters into a short position in a Binary Contract with a $100 Settlement Value at a trade price of $40, the FCM Customer's maximum loss on that position would be $60 ($100 - $40 = $60).

(iv) If the transaction involves entering into one or more Binary Contracts for which that Customer has an offsetting position in its FCM Customer Position Account (for example, selling a position in a Binary Contract of a Series when the Customer is long a Binary Contract of that same Series in its FCM Customer Position Account), upon execution of the trade Nadex will: (1) close the offsetting position in the FCM Customer Position Account; (2) debit the Nadex settlement account in the amount of (A) any gains realized by the offsetting transaction; and (B) any funds that were debited from the FCM settlement account at the time the Binary Contract(s) that is being closed was entered into and that were not also used to pay any losses on such Contract(s); (3) credit those amounts to the FCM settlement account; and (4) notify the FCM Member by FIX Message that the trade has been executed.

(f) If a FCM Customer Order is placed on the market and not immediately matched by an order from another Member, it will rest on the market until it is matched and executed in accordance with the procedures outlined above in this Rule, until the FCM Customer cancels it, or until it is cancelled by Nadex upon the Expiration of the Series or otherwise in accordance with these Rules.

RULE 5.5 ORDER ENTRY

(a) Trading Member Orders

(i) A Trading Member, who is not engaged in activity pursuant to a Market Maker Agreement, will enter orders to trade Contracts by electronic transmission over the Internet. Order rate limiter functionality will cap the maximum number of orders that may be submitted to the Exchange per second (or per a specific time period expressed in seconds) per Trading Member or Authorized Trader of a Trading Member, in order to prevent a

risk of harm to the Exchange. Similarly, Nadex may limit the number of messages submitted to the Exchange for the same purpose.

(ii) A Trading Member will enter an order to trade one or more Contracts by indicating to Nadex in the manner required by Nadex: (1) order direction (i.e., buy or sell); (2) order type (e.g., Limit Order or Market Order); (3) duration of the order (e.g., Fill or Kill, Immediate or Cancel, Good 'Til Cancel); (4) the Series of Contract; (5) the limit price at which the Trading Member wants to buy or sell the Contract, in the case of Limit Orders; (6) the number of Contracts the Trading Member want to buy or sell, and (7) the Tolerance Protection in the case of Market Orders With Protection.

(iii) In order to enter an order to trade one or more Contracts, a Trading Member will be required to submit the order to Nadex. Once the order is accepted by Nadex, Nadex will assign to the order an order confirmation number. This confirmation number will appear next to the associated order on the Trading Member's Order Ticket and Order History account pages. The Trading Member will be responsible for any and all order entries confirmed for its account and accepted by Nadex.

(iv) Any Member submitting orders, or any other messages directly to the Exchange, including but not limited to messages related to the cancellation or amendment of an order, whether manually or via automated functionality, must ensure adequate controls are in place to prevent excessive messaging or other activity that may be deemed detrimental or disruptive to the Exchange.

(b) FCM Customer Orders

(i) A FCM Customer may not submit orders directly to the Exchange and all such order must be submitted by that Customer's FCM Member.

(ii) FCM Members may submit FCM Customer Orders by electronic transmission over a FIX Connection by Internet (SSL only), in accordance with Nadex's applicable policies and procedures.

(iii) FCM Members will submit a FCM Customer Order to trade one or more Contracts by indicating to Nadex in the manner required by Nadex: (1) order direction (i.e., buy or sell); (2) order type (e.g., Limit Order or Market Order); (3) duration of the order (e.g., Fill or Kill, Immediate or Cancel, Good 'Til Cancel); (4) the Series of Contract; (5) the limit price at which the FCM Customer wants to buy or sell the Contract, in the case of Limit Orders; (6) the number of Contracts the FCM Customer wants to buy or sell; (7) the Tolerance Protection in the case of Market Orders With Protection; (8) the

FCM Customer Position Account identifier; and (8) the user identifier for the person who directed the submission of the order to the Exchange.

(iv) Upon receipt of a FCM Customer Order to trade one or more Contracts, a FCM Member will be required to ensure that the FCM Customer has on deposit with the FCM Member enough funds to cover the FCM Customer's maximum loss under the Contract(s) it is attempting to enter into before the order is submitted to Nadex. When the order has been submitted to and accepted by Nadex, Nadex will assign to the order an order confirmation number. This confirmation number will appear next to the associated order on the FCM Member's Order and Order History account pages. The FCM Member will be responsible for any and all order entries confirmed for its FCM Customer Position Accounts and its settlement accounts and accepted by Nadex.

(c) Nadex's trading system will keep an electronic record of all orders to trade Contracts, and all executed Contract trades. The records kept by Nadex will include all of the terms identified in paragraphs (a)(ii) – (iii) and (b)(iii) – (iv) of this Rule as well as the date and time that the transaction was completed to the nearest tenth of a second, for all executed Contract trades and to the nearest second for all orders to trade Contracts.

RULE 5.6 RECORDKEEPING OF FCM CUSTOMER ORDERS

(a) FCM Members shall maintain an electronic record of all FCM Customer Orders to trade Contracts received by the FCM Member, and all order, trade and expiration confirmations received by the FCM Member regarding its customer's accounts.

(b) Other than the electronic record required in subpart (a) of this rule, no FCM Member is required to create or maintain any separate record for FCM Customer Orders received by a Member or Authorized Trader which are immediately entered onto the Nadex system, unless otherwise required by these Rules. However, if a FCM Member receives a Customer order that cannot be immediately entered into the Nadex system, such Member or Authorized Trader must prepare a written record of the order and include the account designation, date and time of receipt and order instructions, including price, quantity and order type information. The written record of the order shall be time-stamped when received and appropriately indicate when (i) the order was submitted, (ii) confirmation of execution or cancellation after expiration and/or (iii) the order was cancelled in whole or in part.

(c) All time-stamps required under Rule 5.6(b) must show the time to the nearest minute.

(d) All written orders and any other original records pertaining to orders entered through the Nadex system must be retained by the FCM Member for no less than five years. For orders that were entered immediately upon receipt into the Nadex system, the electronic records required in subpart (a) of this rule shall be deemed the original records of the transaction.

RULE 5.7 HANDLING OF CUSTOMER ORDERS

(a) Withholding Orders Prohibited. No FCM Member or AP/employee thereof may withhold or withdraw from the market any order or any part of an order for the benefit of any Person other than the Person placing the order.

(b) Disclosing Orders Prohibited

(i) It is a violation of this Rule 5.7 for any Person to disclose another Person's order to buy or sell any Contracts except as may be requested by Nadex or the Commission.

(ii) It is a violation of this Rule 5.7 for any Person to take action or direct another Person to take action based on non-public order information, however acquired.

(c) Trading Against Customer Orders Is Prohibited

(i) No FCM Member or AP/employee thereof in possession of a FCM Customer Order may enter into a transaction opposite such FCM Customer Order directly or indirectly for him/herself or any other Person with whom such FCM Member or AP/employee has a direct or indirect financial interest.

(d) Trading Ahead (Front-running) of Customer Orders Is Prohibited

(i) No FCM Member or AP/employee thereof in possession of a FCM Customer Order to be submitted to the Exchange shall enter an order to buy or sell in the same product for its/his own account or an account in which it/he has a direct or indirect financial interest.

RULE 5.8 TRANSFER TRADES AND ADJUSTED ORDERS

(a) A FCM Member may transfer a trade in any Contracts on the Exchange from one FCM Customer account to another account i) within the same FCM Member or ii) to another FCM Member, provided that the transfer would not result in a change in beneficial ownership in any Contract, unless the transfer is made in order to:

(i) correct an error in a previously executed transaction, in which case the FCM Member must be able to provide evidence of such error in a form prescribed by Nadex;

(ii) reflect a change in ownership occurring by operation of law due to the death or bankruptcy of a Person having an ownership interest in such Contract; or

(iii) facilitate a merger, consolidation, disposition of a line of business, reorganization, or similar event affecting such Person.

(b) A Member that transfers a Contract trade shall notify Nadex of the transfer in a manner and form as prescribed by Nadex.

(c) Transfers of FCM Customer trades shall be made at the historic price at which such transactions were executed.

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

(e) A FCM Member may not be compelled to make an adjustment in the absence of a bona-fide dispute regarding negligence.

(f) FCM Members shall document all adjustments. FCM Members shall make and retain a record which contains the date the adjustment was received, the name of the person making the adjustment, the account to which the adjustment was credited, the amount of the adjustment, the order number and the reason for the adjustment. Such records must be provided to the Compliance department upon request.

RULE 5.9 DISPUTED ORDERS

(a) If a Member or a FCM Customer believes that an order to trade one or more Contracts was incorrectly executed or rejected by Nadex that Member or FCM Customer may request review of the order by providing the confirmation number for the order and stating the grounds for its disagreement with the handling of the order.

(b) Upon receipt of a request for review of an order and the accompanying confirmation number, Nadex will review its electronic audit trail to determine if the Nadex trading system correctly interpreted and executed the order.

(c) If the review described in paragraph (b) of this Rule reveals that the Nadex trading system made a mistake, the order will be cancelled and the accounts of all Members, including any FCM Customer Position Accounts, that were party to the order will be returned to their state before the trade was executed.

(d) If the review described in paragraph (b) of this Rule reveals that the Nadex trading system did not make a mistake, Nadex will inform the Person who requested the review of its determination that the order was properly handled, the evidence supporting that determination, and that an adjustment will not be made.

(e) A Trading Member or an FCM Member on behalf of a Customer may appeal a determination under paragraph (d) of this Rule to a Nadex compliance officer through the electronic mail address provided on the Nadex website. The Member making the appeal will be required to provide a response to the evidence described in paragraph (d) of this Rule that the order was properly handled, and the Member may provide any other information it wishes to disclose. If the Member's appeal does not contain a response to the evidence described in paragraph (d), it will be rejected. The compliance officer will decide the appeal no later than 10 days after its receipt, and that decision will be final.

(f) Nadex will document in writing all requests for review of orders received by Nadex, the time and manner in which Nadex reviewed its electronic audit trail in response to the request, the outcome of that review, and the action or actions taken by Nadex in response to that review, including the results of any appeal filed under paragraph (e) of this Rule and the review conducted by the compliance officer in deciding that appeal.

RULE 5.10 ACCEPTABLE ORDERS

(a) A Member who is not a Market Maker may enter only Non-Post Only Orders (that is, any acceptable Order other than a Post-Only Quote as set forth in the definition of "Order" in Section 1.1 of this Rulebook) to trade Contracts on the Market.

(b) Duly appointed Market Makers who are making markets pursuant to such appointment shall submit market maker quotations as Post-Only Quotes. "Post-Only Quotes" are quotes that provide liquidity to a market in that they can be matched opposite any Non-Post Only Order submitted by a Member, but cannot be matched opposite another Post-Only Quote submitted by another Market Maker. For example, like a Good 'Til Cancel Order, a Post-Only Quote is an offer to buy or sell the number of Contracts specified at the price specified, or a better price if a better price is available. However, unlike a Good 'Til Cancel Order, Post-Only Quotes will not be matched opposite another Post-Only Quote. Post- Only Quotes can be submitted in one of two forms: Post-Only (Reject) and Post-Only (Price Adjustment) Quotes, as those terms are defined in Section 1.1.

## RULE 5.11 PRIORITY OF ORDERS

Subject to the provisions of rule 5.10(b) regarding Post-Only orders, the Market's trading algorithms execute all trades by matching orders according first by price and then time priority. This means that orders and quotes entered at different prices will be executed in order of price, from best to worst, regardless of what time they were placed on the Market, and orders and quotes placed on the Market at the same price will be executed in order of time, from oldest to most recent.

## RULE 5.12 FILLING ORDERS TO TRADE CONTRACTS

Subject to the provisions of Rule 5.10(b) regarding Post-Only Quotes, the Nadex trading system will fill all orders to trade Contracts on an "or better" basis. This means that if a Member places an order to buy a Contract or Contracts at a price higher than the price of the best sell offer on the market, the system will fill that order to buy at the better sell offer price(s) until all available sell offers under or equal to that buy order's limit price are filled or until that buy order is completely filled. Likewise, if a Member enters a sell order at a price lower than the price of the best bid, the system will fill that sell order at the better bid price(s) until all available bids over that sell order's limit price are filled or that sell order is completely filled. If an order is only partially filled, the unfilled portion of that order will remain in the order book as a resting order at the limit price specified. Should an opposite order at the same price or better than the original order subsequently be placed in the system, the unfilled portion of the original order will be executed opposite that new order at the original order's limit price.

## RULE 5.13 MODIFICATION AND CANCELLATION OF ORDERS

(a) A Member can submit instructions to either cancel or modify an order which that Member has placed on the Market if that order has not yet been executed. Upon submission of instructions to either cancel or modify an order that has not been executed, the Nadex system will withdraw the order from the order book and confirm the cancellation of the order. If a Member seeks to amend an order, Nadex will provide the Member with the details of the existing order and the Member will be allowed to change any part of the order except the Underlying. Nadex will then provide a new order confirmation number and inform the Member that the system will treat the modified order as a new order, causing the amended order to lose its original time priority.

(b) Nadex will attempt to modify or cancel an existing order as soon as possible after a Member enters a modification or cancellation instructions. However, the order may be executed before Nadex is able to cancel or modify it. If an order has been filled in whole or in part, a Member may modify or cancel only that portion of the order (if any) that has not been executed.

## RULE 5.14 TRADE CANCELLATIONS

(a) As a designated contract market, Nadex has the authority to adjust trade prices or cancel trades when necessary to mitigate market disrupting events caused by malfunctions in its electronic trading platform(s) or errors in orders submitted by Members and market participants. However, due to the fully collateralized and short-term nature of trading on Nadex, the circumstances in which this authority will be exercised are limited.

(b) Nadex, in its discretion and in accordance with these Rules, may cancel a trade in a Variable Payout Contract that has been executed on the market at a price that is inconsistent with prevailing market conditions due to improper or erroneous orders or quotes being matched on the Market ("Erroneous Trade"). With respect to Binary Contracts, Nadex will generally not cancel or adjust an Erroneous Trade except in extraordinary circumstances as determined by the Exchange.

(c) Nadex may review a Variable Payout Contract trade based on its own analysis of the Market or pursuant to a request for review by a Member or other third party. A request for a review by a Member or other third party must be received by Nadex no later than fifteen (15) minutes after the trade has been executed on the Market and before the expiration of the contract. Nadex will promptly determine whether the trade will be subject to review and then promptly post notice indicating that the trade is under review.

(i) During the review, Nadex will calculate a Fair Value for the underlying at the time of the questioned trade by utilizing the last value or price of the Underlying at the time of the trade and/or any other relevant market information obtained or presented to Nadex.

(ii) Once a Fair Value has been calculated, 5 percent of the maximum contract value will be added above such Fair Value and below such Fair Value to determine the "No Bust Range". In the event that the Fair Value is less than 5 percent above the Floor or below the Ceiling, the No Bust Range shall be a 10 percent range above the Floor or below the Ceiling. During conditions which would qualify as either a Suspension Event or Modification Event, or in other circumstances in which Nadex determines it is appropriate, Nadex may, without prior notice, temporarily double the No Bust Range.

(iii) If Nadex determines that a trade has been executed within the No Bust Range, the executed trade will stand. If Nadex determines that a trade has NOT been executed within the No Bust Range, Nadex will promptly cancel the trade by busting the Erroneous Trade off the market. Once the Erroneous Trade has been cancelled, Nadex shall:

(1) notify the Members that were parties to the Erroneous Trade(s) that Nadex has cancelled the Erroneous Trade(s). Nadex will notify such

Members within thirty (30) minutes from receiving notice of the Erroneous Trade unless impractical to do so within the notice period.

(2) publish all necessary price corrections in a notification on the Nadex website.

(iv) The decisions of Nadex regarding Fair Value of the underlying, the No Bust Range, the doubling of the No Bust Range, the cancellation of an Erroneous Trade, or any other determination hereunder shall be final and not subject to appeal.

RULE 5.15 INVALIDATION OF ORDERS UPON SUSPENSION OR REVOCATION OF FCM MEMBER STATUS

(a) Upon suspension or revocation of a FCM Member by Nadex, any open order on the Market for such FCM Member's Customer shall be cancelled by Nadex.

RULE 5.16 INVALIDATION OF TRADES UPON SUSPENSION OR REVOCATION OF FCM MEMBER STATUS

(a) Upon suspension or revocation of a FCM Member by Nadex, any trade subsequently executed on the Market for such FCM Member's Customer shall be invalid. Nadex shall cancel any transaction pursuant to this Rule by entering a counter transaction onto the Market at the price at which the cancelled transaction was effected.

RULE 5.17 VIEWING THE MARKET AND EXECUTED ORDERS

Nadex will allow its Members to view the current best bid and offer on the Market, as well as the depth of the order book up to the fifth level of prices.

RULE 5.18 HOURS FOR TRADING CONTRACTS

The Market will be open for execution of your orders during specified hours in a regular trading session from 11:00 p.m. (T-1) to 4:15 p.m. Eastern Time Friday through the following Friday, excluding end-of- day processing hours which occur between 5:00 p.m. and 6:00 p.m. Eastern Time on Saturday through Thursday. Specific listing hours for each contract are available on the Nadex website.

Please note that Nadex trading hours, including the trading hours and trading hours for individual contracts, are subject to change due to holiday, availability of underlying products, emergency, or other event necessitating a halting or closure of trading. Any changes to Nadex trading hours due to a US or foreign holiday will follow the Product Schedule Guidelines for Holidays, unless

otherwise indicated on the Notices page of the Nadex website. Any other changes in trading hours or product availability will be posted on the Nadex website.

Members may access account information when the Market is closed. Members may enter new orders and/or cancel or modify open orders whenever those markets are available for trading.

RULE 5.19 PROHIBITED TRANSACTIONS AND ACTIVITIES

(a) Members are prohibited from entering orders on the Market if there are insufficient funds or Contracts in the Member's settlement account to satisfy such orders if they are executed. Subject to the conditions set forth in Rule 9.2(f) and Rule 9.6, if you violate this Rule, the following penalties may apply:

| **Number of Per Incident Violations Within a Calendar Year** | **Penalty** |
|---|---|
| 1. | $10 fee deducted from the Member's settlement account. |
| 2. | $10 fee deducted from the Member's settlement account, and the Member will be required to re-certify that it has read and agree to be bound by this Rule 5.13(a). |
| 3. | $15 fee deducted from the Member's settlement account, and the Member will be required to give a satisfactory explanation as to why the Rule violation occurred, or (in the case of Trading Members) trading privileges may be suspended for 30 days. |
| 4. | $20 fee deducted from the Member's settlement account and (in the case of Trading Members) suspension of trading privileges for 30 days (regardless of explanation). |
| 5. | $25 fee deducted from the Member's settlement account and (in the case of Trading Members) suspension of trading privileges for 6 months (regardless of explanation). |
| 6. | $30 fee and revocation of trading privileges (regardless of explanation). |

Nadex may, in its discretion, take such other action against a Member or market participant if the circumstances warrant, subject to Rule 9.2(f) and Rule 9.6.

(b) No Person shall enter into or attempt to enter into any non-competitive trade on the Market, including any accommodation trade or any trade that has been directly or indirectly prearranged. For example, a Member may not agree in advance with another Member that one of the Members will enter an order and the other Member

will attempt to trade against that order by timing the submission of orders or otherwise. The foregoing shall not apply to Block Trades affected pursuant to Rule 5.21 (Block Trades).

(c) No Person shall enter into or attempt to enter into any trade on the Market that:

(i) does not result in a change in beneficial ownership,

(ii) is designed to unnaturally inflate trading volume,

(iii) in any way attempts to circumvent the Market's order processing, trade ordering, trade execution systems, or otherwise to circumvent exposure of the order to open and competitive bidding on the Market (other than Block Trades affected pursuant to Rule 5.21 (Block Trades)), or

(iv) that has some other illegitimate purpose.

(d) No Person shall enter into any trade designed or used to cause any price for a Contract other than a true and bona fide price to be reported, registered, or recorded by the Market.

(e) No Person shall trade in, transfer, assign, or otherwise dispose of Contracts other than as provided for in these Rules.

(f) No Person shall enter into or agree to transfer or transfer the benefit of any position in any Contract to another person other than through a transaction executed through the Market.

(g) (i) No individual Trading Member shall trade for a person or entity other than itself and no Authorized Trader of an Entity Trading Member shall trade for a person or entity other than the Entity Trading Member for whom that Person is an Authorized Trader.

(ii) No individual or Entity Trading Member may deposit funds, or allow funds to be deposited directly or indirectly into their Nadex account from any bank account or debit card not held in the same name as their Nadex account.[5]

(h) No Person shall engage in any activity that presents a risk of harm to Nadex, its Members, or the public.

[5] Rule 5.19(g)(2) does not prevent the Trading Member from allowing deposits to be made to the Trading Member's Nadex account by the Exchange, including but not limited to, in the event of an order cancellation, trade cancellation, expiration value adjustment, ledger adjustment, refund of wire transfer fees, refund of returned deposit fees, or incentive program.

(i) No Person shall engage in any activity that adversely affects the integrity of the Market or its underlying systems.

(j) No Person subject to arbitration under these rules shall fail to abide by an arbitration decision or award handed down under Chapter 10 of these Rules.

(k) No Person shall intentionally provide misleading, erroneous, or fraudulent information to Nadex on a membership application or otherwise.

(l) No Person shall create a false appearance of a partnership, agency, employment or affiliate relationship with Nadex and no Person shall unlawfully solicit customer funds for deposit at Nadex.

(m) No Member may operate or solicit in any capacity that may require registration with the Commodity Futures Trading Commission (CFTC) without being properly registered.

(n) No Person shall engage in any activity that violates any anti-fraud provision, any anti-manipulation provision, or any other provision of the CEA or the Commission's Regulations.

(o) No Member shall deposit funds into its Nadex account from an account which does not hold sufficient funds at the time of deposit, and at the time the deposit is presented by Nadex for payment.

(p) No Member shall make a false representation to a third party regarding any deposit made into that Member's Nadex account which would result in a chargeback or stop payment of funds to the Member's account.

(q) No Member shall allow its settlement account balance to become negative by any means. In the event that a Member's settlement account balance becomes negative, the Member must immediately deposit additional funds to correct the deficiency. Any Member whose settlement account carries a negative balance for 30 days or more is subject to summary termination of Membership. Nadex may, in its discretion, take such other action against a Member or market participant if the circumstances warrant, subject to Rule 9.2(f) and Rule 9.6.

(r) No FCM Member shall enter any bids, offers or transactions on the Market if it knows or should know that it is subject to early warning reporting requirements under Commission Regulation 1.12, is subject to a proceeding in bankruptcy or is otherwise unable to pay its obligations as they become due, without the prior written approval of Nadex.

(s) No FCM Member shall knowingly carry an account, enter an order or effect any transactions for any employee of Nadex without the prior written consent of the employer.

(t) No Member shall engage in conduct or practices inconsistent with just and equitable principles of trade or conduct or practices detrimental to the best interests of the Exchange, its Members and/or FCM Customers.

(u) No FCM Member that receives an order to buy or sell a Contract for execution on Nadex shall directly or indirectly guarantee the execution of the order or any of its terms, including quantity or price. A FCM Member may only report to a FCM Customer a trade that has been executed or reported on the Nadex Market.

(v) If a Member is an Insider of any public company that has access to material non-public information that is the subject of an Underlying of any Contract, that Member is prohibited from attempting to enter into any trade or entering into any trade, either directly or indirectly, on the market in such Contracts. An "Insider" means any person who has access to or is in a position to have access to material non-public information before such information is made publicly available. Without limiting the generality of the foregoing restriction, an Insider includes any officer or director of a public company, any employee who works in the company's financial or accounting department, and any employee of the company's accounting firm who performs services for the public company.

(w) No Person shall engage in any activity that constitutes fraudulent or abusive trading, including but not limited to violating bids or offers; demonstrating intentional or reckless disregard for the orderly execution of transactions during the closing period; or spoofing.

(x) No Person shall engage in any trading activity intended to accomplish a "money pass".

RULE 5.20 SPECULATIVE POSITION LIMITS

(a) Nadex has imposed Speculative Position Limits on certain Classes of Contracts as defined in Chapter 12 of these Rules, subject to the exemption and Alternative Position Limits for certain Market Makers defined in Rule 4.4(d). Any Trading Member or FCM Customer who exceeds a Speculative Position Limit or, if applicable, an Alternative Position Limit shall be deemed in violation of this Rule 5.20. In addition, any Trading Member (except for approved Market Makers) or FCM Customer entering bids or offers, if accepted, which would cause that Trading Member or FCM Customer to exceed the applicable Speculative Position Limit shall be in violation of this Rule. In the case of any violation of this Rule by a FCM

Customer, that Customer's FCM Member shall be held directly responsible for such violation.

(b) If a Member fails to reduce any position in a manner and time as directed by Nadex, Nadex shall have the authority to liquidate the applicable position to a level below the defined Speculative Position Limit stipulated under the relevant Class of Contracts in Chapter 12 of these Rules or, if applicable, the Alternative Position Limit pursuant to Rule 4.4(d).

(c) In addition to the restrictions and requirements imposed in Section 5.20(a) and (b), the first violation of a Speculative Position Limit or Alternative Position Limit by a Member or FCM Customer may result in a letter of warning to be issued by the Nadex Compliance Department to the Trading Member or FCM Customer and its FCM Member or the initiation of proceedings in accordance with Chapter 9 of these rules.

(d) In addition to the restrictions and requirements placed in Section 5.20(c), any subsequent violation of a Speculative Position Limit or Alternative Position Limit by a Trading Member or FCM Customer within 12 months after a violation that resulted in a letter of warning, will result in the initiation of proceedings in accordance with Chapter 9 of these Rules.

(e) Position limits shall apply to i) all positions in accounts for which any Person by power of attorney or otherwise, directly or indirectly holds positions or controls trading, and ii) positions held by two or more Persons acting pursuant to an express or implied agreement or understanding the same as if the positions were held by, or the trading of the position were done by, a single individual.

RULE 5.21 BLOCK TRADES

(a) The Exchange shall designate the products in which block trades shall be permitted and determine the minimum quantity thresholds for such transactions as set forth on the Exchange website or Trading System.

(b) The following shall govern Block Trades:

(i) A Block Trade must be for a quantity that is at or in excess of the applicable minimum threshold. Orders may not be aggregated in order to achieve the minimum transaction size except by those entities described in paragraph (ix).

(ii) Each Participant to a Block Trade must be an Eligible Contract Participant, as defined in Section 1a(18) of the Commodity Exchange Act.

(iii) A broker for a Participant shall not execute any order by means of a Block Trade for a Participant unless such Participant has specified that the order be executed as a Block Trade.

(iv) The price at which a Block Trade is executed must be fair and reasonable in light of (i) the size of the Block Trade; (ii) the prices and sizes of other transactions in the same Contract at the relevant time; (iii) the prices and sizes of transactions in other relevant markets, including without limitation the underlying cash market or related futures markets, at the relevant time; and (iv) the circumstances of the markets or the Participants to the Block Trade.

(v) Block Trades shall not set off conditional Orders (e.g., Stop Orders) or otherwise affect Orders in the regular market.

(vi) One of the Participants to the Block Trade must ensure that each Block Trade is reported to the Exchange within fifteen (15) minutes of the transaction. The Exchange shall promptly publish such information separately from the reports of transactions in the regular market, provided however, that transactions reported to the Exchange will not be accepted and deemed final until the Exchange's confirmation that each Participant to the transaction has the required fully collateralized funds in its respective Member account.

(vii) Reporting Method and Information.

(1) Block Trades must be reported to the Exchange via email or in accordance with another reporting method approved by the Exchange.

(2) The Block Trade report must include the information related to the Block Trade specified in the Exchange's approved reporting method, including: the identification of Participants to the Block Trade; product details; Trade quantity, price, and time; and Clearing Firm.

(viii) Clearing Firms, Participants, and Participant Firms involved in the execution of Block Trades must maintain a record of the transaction in accordance with Chapter 3 of the Rules.

(ix) A commodity trading advisor registered or exempt from registration under the Act, including, without limitation, any investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, as amended, shall be the applicable Person for purposes of paragraphs (i)

through (iv), provided such advisors have total assets under management exceeding $25 million and the block trade is suitable for the customers of such advisors.

(c) Each initiated Block Trade, unless otherwise exempted by the Rules, must be supported by written or electronic records that include:

(x) A timestamp showing when any related orders were received or cancelled.

(xi) A timestamp reflecting when the terms of the transaction were agreed to.

(xii) Identification of the specific account(s) associated with the transaction.

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## CHAPTER 6 CLEARING AND SETTLING CONTRACT TRADES, CONTRACTS AT EXPIRATION, AND MEMBER WITHDRAWAL REQUESTS AND REGULATORY REPORTING OF SWAP DATA

RULE 6.1 CLEARANCE AND SUBSTITUTION

(a) In its capacity as a registered derivatives clearing organization, upon the successful matching of orders pursuant to Rules 5.3 or 5.4 Nadex shall immediately, through the process of novation, be substituted as, and assume the position of, seller to the Member buying and buyer to the Member selling the relevant Nadex contract. Upon such substitution, the buying and selling Members shall be released from their obligations to each other, and such Member shall be deemed to have bought the contracts from or sold the contracts to Nadex, as the case may be, and Nadex shall have all the rights and be subject to all the liabilities of such Member with respect to such transaction. Such substitution shall be effective in law for all purposes.

RULE 6.2 SETTLING CONTRACT TRADES

(a) Nadex will maintain, on its system, a record of each Member's account balances and Contracts and (b) each FCM Member's Cleared Swaps Customer Account and Cleared Swaps Proprietary Account balances and, by subaccount, the positions of each of its FCM Customers. Nadex will also maintain a "Nadex settlement account," which will reflect funds used by Members to buy and sell Contracts. Nadex will also maintain a "Nadex proprietary account," which will be credited with all fees debited from Member accounts due to trades and expiration settlements. All settlements among these accounts on the Nadex system will be instantaneous.

(b) All funds in Member accounts and in the Nadex settlement account will be maintained in an account at the Nadex settlement bank that is designated as a Cleared Swaps Customer Account under the CEA and the Commission's Regulations. Because those funds will be commingled at the settlement bank, transfers among Member accounts and transfers between Member accounts and the Nadex settlement account will not be transmitted to the settlement bank. Such records will only be maintained on the Nadex system. However, once every settlement bank Business Day, Nadex will send to its settlement bank by batch mode electronic transmission instructions for the settlement bank to transfer fees credited by Nadex to the Nadex proprietary account on its system from the Cleared Swaps Customer Account at the settlement bank to the Nadex proprietary account at the settlement bank.

(c) The settlement bank will complete the transfer in the settlement instructions described in paragraph (b) of this Rule and notify Nadex of its completion.

RULE 6.3 SETTLING CONTRACTS AT EXPIRATION

(a) When a Series of Variable Payout Contracts expires, those Contracts will settle in an amount (if any) determined by the calculations set forth in the definitions for Long and Short Variable Payout Contracts set forth in Chapter 1 of these Rules. When a Series of Binary Contracts expires and has a Payout Criterion that encompasses the Expiration Value of the Underlying, such Binary Contract will pay the Settlement Value for such Binary Contracts (e.g. $100) to the holders of long positions in such Binary Contracts. Conversely, when a Series of Binary Contracts expires and has a Payout Criterion that does NOT encompass the Expiration Value of the Underlying, such Binary Contract will pay the Settlement Value for such Binary Contracts (e.g. $100) to the holders of short positions in such Binary Contracts.

(b) On the Settlement Date;

(i) Nadex will notify all Members which Contract is going to pay a Settlement Value and which Contract will not pay a Settlement Value.

(ii) Nadex will immediately settle the Variable Payout Contracts by (A) debiting Nadex's settlement account in an amount equal to (1) any gains realized by Members (including customers of FCM Members) plus (2) any blocked funds that were debited from Members' accounts at the time the Variable Payout Contracts that are expiring were entered into that are not used to pay any losses on such Contract(s) and (B) crediting those amounts, respectively, to the accounts of (1) Members who realized such gains, in each case in the amount of such gains realized by each Member (including Customers of FCM Members), and (2) Members from whose accounts such blocked funds were taken, in each case in the amount of such blocked funds that was not required to pay losses experienced by such accounts on such Contracts.

(iii) Nadex will immediately settle the Binary Contracts by debiting the Nadex's settlement account in an amount no less than the Settlement Value for such Contracts multiplied by the total number of outstanding in-the-money Binary Contract positions and credit those funds to the applicable settlement accounts of the Members holding the in-the- money Binary Contract positions (or, in the case of Customers of FCM Members holding the in-the-money Binary Contract positions, to the settlement account of the FCM Member).

(iv) Nadex will delete all Contracts of the expiring Series from Trading Members' accounts and FCM Customer Position Accounts, as applicable.

(c) Any Person who believes there has been an error in settlement, must report that error to Nadex immediately. Such report must state the basis for the belief that

there has been an error in settlement. If Nadex receives notice of a settlement error within twenty-four hours of the settlement, excluding non- Trading Days, Nadex will review that report and will correct any error that Nadex determines has been made. If Nadex does not receive notice of an error of settlement within twenty-four hours of the settlement, excluding non-Trading Days, then (i) settlement will be final and (ii) all Members agree that Nadex shall not be responsible to you in any fashion for an uncorrected error in settlement, including, without limitation, errors resulting from a calculation error, erroneous or incomplete data, and/or input of data, or inaccurate collection of the settlement data set.

## RULE 6.4 SETTLING MEMBER WITHDRAWAL REQUESTS

Within one settlement bank Business Day of when a Member requests to withdraw funds from its Nadex account, Nadex will transmit such request to its settlement bank in electronic batch mode transmission. The settlement bank will process that request and send those funds to the account at the Financial Institution as that term is defined in Rule 1.1, or Foreign Bank in the case of a non-United States resident Member who does not have an account at a US Financial Institution, registered with Nadex by the Member (unless the Member and, in the case of FCM Members, any FCM Customer of that FCM Member has unsatisfied outstanding obligations on Nadex, in which case Nadex may retain such balances as necessary to satisfy such obligations or until the Member otherwise satisfies such obligations). The Member should refer to Nadex's website under the Fee Schedule for all fees and costs associated with withdrawal of funds from the Member's Nadex account. Nadex may suspend or deny the processing of a Member withdrawal request if circumstances, whether present or imminent, would make the request impossible or impractical to fulfill, cause a potential risk of harm to Nadex or its Members, or if, in its discretion, Nadex determines the funds are relevant to a pending investigation.

## RULE 6.5 REGULATORY REPORTING TO SWAP DATA REPOSITORY

In accordance with the CFTC Letter No 17-31 ("Letter") issued by the Commodity Futures Trading Commission Division of Clearing and Risk and Division of Market Oversight on June 30, 2017, Nadex has been granted no-action relief with respect to various swap data reporting requirements of Parts 43 and 45 of the Commission's regulations for contracts traded on or pursuant to the rules of, and cleared by, Nadex. Nadex will comply with all conditions of such relief as set forth in that Letter.

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## CHAPTER 7 ADJUSTMENTS NECESSITATED BY MATERIAL CHANGES IN THE UNDERLYING

### RULE 7.1 ADJUSTMENTS

In the event that, prior to or during the term of a Series, changes beyond the control of Nadex occur in the availability of the Underlying, the way the Underlying is calculated or an Expiration Value for the Underlying is unavailable or undefined in light of intervening events, Nadex may delay listing a Series, adjust the terms of an outstanding Series, or take other action as it deems appropriate in its discretion to achieve fairness to holders of Contracts of the affected Series. In addition, if the outcome of the underlying event is unclear, Nadex may, at its sole discretion, delay settlement of the Series until the outcome is clear to Nadex as determined by reasonable means. While it is impossible to provide in advance for all possible events that could require an adjustment to be made, Nadex will abide by any guidelines that may be established in this Chapter for making Contract adjustments.

### RULE 7.2 GOVERNMENT ACTIONS

Any change in instructions, order, ruling, directive, or law issued or enacted by any court or agency of the Federal Government of the United States that conflicts with the Rules contained in this Chapter shall take precedence, immediately become a part of these Rules, and be effective for all currently traded and newly listed Series.

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## CHAPTER 8 INVESTMENT OF MEMBER ACCOUNT FUNDS

Direct Trading Member funds on deposit with Nadex and funds in the Nadex settlement account (i.e., the account containing the funds paid by Members to purchase Contracts and which are to be used to pay Members holding in-the-money Contracts at expiration) will be segregated as Member Property, as that term is defined in in CFTC Regulation 190.09(a), in cleared swap proprietary accounts, and funds of Cleared Swap Customers will be segregated as cleared swaps customer collateral in accordance with the Commission's Regulations. Nadex may invest such funds subject to the limitations and conditions set forth in Commission Regulations 22.2(e)(1) and 1.25. Nadex may pay interest to Members' accounts at a floating rate to be determined by Nadex on funds in Members' Nadex accounts in excess of an amount to be determined by Nadex. Nadex will retain all profit from investment of Member funds not paid to Members in accordance with the preceding sentence.

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## CHAPTER 9 RULE ENFORCEMENT

### RULE 9.1 MONITORING THE MARKET

Nadex's trading system will record and store for a period of not less than 5 years in a searchable, read- only database a record of all data entered into the Nadex trading system, including the Member's identity and the information in Rule 5.5. Such records shall be maintained in a readily available manner during the first two years. Nadex shall conduct market surveillance and trade practice surveillance using this data with programs designed to alert Nadex when potentially unusual trading activity takes place. Nadex will initiate review and, where appropriate, investigate such unusual trading activity. Nadex will also investigate any time it has other reason to believe that inappropriate activity of any sort is taking place on the Market or its website.

### RULE 9.2 INVESTIGATIONS, HEARINGS, AND APPEALS

(a) Nadex has a compliance department consisting of one or more compliance staff. The Chief Regulatory Officer is responsible for overseeing the compliance department. The Compliance Department shall investigate unusual trading activity or other activity that the Compliance Department has reasonable cause to believe could constitute a violation of these Rules. Investigations and all information and documents collected or obtained in connection with an investigation which were not made public prior to the commencement of the investigation shall be treated as non-public and confidential and shall not be disclosed by any party, except in furtherance of a Nadex investigation, or as required by law or regulation, or as otherwise agreed to by Nadex. Nadex retains hearing officers, who adjudicate findings by the Compliance Department that are disputed by Members. Hearing officers and the Compliance Department may not communicate regarding the merits of a matter brought before the hearing officer without informing the Member who is the subject of the communication of its substance and allowing the Member an opportunity to respond. The Compliance Department and hearing officers may compel testimony, subpoena documents, and require statements under oath from any Member or its authorized representative. Hearing officers, Compliance Department staff and other employees or agents of Nadex working under their supervision, may not be a Member or an authorized representative of a Member or trade, directly or indirectly, in any commodity interest traded on or subject to the rules of any registered contract market.

(b) The Compliance Department will endeavor to complete any investigation within twelve months, unless there exists significant reason to extend it beyond such period. Upon the conclusion of any investigation, the Compliance Department will draft a document detailing the facts that led to the opening of the investigation, the facts that were found during the investigation, and the Compliance Department's analysis and conclusion. If the Compliance Department concludes

that there is reasonable cause to believe a Member has violated Nadex's Rules or other applicable statutes or regulations, the Compliance Department will submit by to the Member whose activity is the subject of the investigation a report, by electronic mail to that Member's last known email address, that will include:

(i) the reason the investigation was begun;

(ii) the charges or a summary of the charges, including the rule or rules alleged to have been violated;

(iii) the response, if any, or a summary of the response;

(iv) a summary of the investigation conducted;

(v) findings of fact and the Compliance Department's conclusions as to each charge, including which of these Rules the Member or its authorized representative violated, if any;

(vi) a summary of the Member's, and any relevant authorized representative's, disciplinary history, if any; and

(vii) the penalty, if any, proposed by the Compliance Department.

(c) If the Compliance Department institutes an investigation in which any Affiliate of Nadex is a subject, Nadex's Chief Regulatory Officer shall notify the Commission's Division of Market Oversight of that fact. At the conclusion any such investigation, the Chief Regulatory Officer shall provide the Commission's Division of Market Oversight with a copy of the documentation specified in subparagraph of this Rule.

(d) The Member whose activity is the subject of the investigation may contest the Compliance Department's findings by forwarding a response to those findings by electronic mail to the Compliance Department within 15 days. Subject to subparagraph (a) of this Rule, the Member has a right to examine all relevant books, documents, or other evidence in the possession or under the control of Nadex, except that Nadex may withhold from inspection any documents that (i) are privileged or that constitute attorney work product, (ii) were prepared by any employee of Nadex but which will not be offered in evidence in the disciplinary proceedings, (iii) may disclose a technique or guideline used in examinations, investigations, or enforcement proceedings, or (iv) disclose the identity of a confidential source. The Member's response must contain a detailed response to the findings and conclusions as to each charge and any other information the Member thinks is relevant.

(e) The Member whose activity is the subject of the investigation may request to enter settlement negotiations by forwarding a response to the Compliance Department's findings by electronic mail to the Compliance Department within 15 days. Subject to subparagraph (a) of this Rule, the Member has a right to examine all relevant books, documents, or other evidence in the possession or under the control of Nadex, except that Nadex may withhold from inspection any documents that (i) are privileged or that constitute attorney work product, (ii) were prepared by any employee of Nadex but which will not be offered in evidence in the disciplinary proceedings, (iii) may disclose a technique or guideline used in examinations, investigations, or enforcement proceedings, or (iv) disclose the identity of a confidential source. The Member's response must contain a response to each charge and the Member may provide any other information the Member thinks is relevant. The outcome of settlement negotiations between the Member and the Compliance Department may include, but is not limited to, a letter of warning.

(f) If the findings of the Compliance Department are not contested by the Member, Nadex will deem those findings admitted by the Member, the findings of fact and the Compliance Department's conclusions as to each charge shall become final and the Compliance Department shall impose the penalty (if any) proposed by the Compliance Department. The Member will be notified of the imposition of any penalty and provided a copy of the notice of disciplinary action through posting on the Notices section of the Nadex website.

(g) If the findings of the Compliance Department are contested, the Compliance Department's report and the Member's response contesting the Compliance Department's findings and/or proposed sanction(s) will be submitted to a Nadex hearing officer. The hearing officer may not have a financial, personal or other direct interest in the matter under consideration.

(i) The hearing officer will conduct a hearing with the Compliance Department and the Member promptly following receipt of the Member's response contesting the compliance officer's finding and/or proposed sanction which the parties may attend telephonically. The Member respondent shall be provided reasonable notice of the hearing date. The hearing officer or the Compliance Department may extend the hearing date at its discretion for good cause shown, or by the parties' mutual consent. The formal rules of evidence shall not apply, but the hearing must be fair.

(ii) At least 28 days in advance of a hearing, the Member respondent shall submit to the Compliance Department, and the Compliance Department shall submit to the Member respondent, copies of all books, documents, records and other tangible evidence, which each plans to rely on or refer to

during its direct case at the hearing, and provide a list of the names and titles of witnesses that each plans to call on its direct case at the hearing. All Persons within the jurisdiction of the Exchange pursuant to Rule 2.10 and are called as witnesses in a Disciplinary Hearing are required to participate in the Hearing and provide evidence. The Compliance Department shall make reasonable efforts to secure the presence of all other persons within its jurisdiction whose testimony is relevant to participate in the hearing as witnesses and to produce evidence. The hearing officer may refuse to consider any books, records, documents or other tangible evidence which was not made available to, or witnesses whose names and titles were not submitted to, the other party pursuant to this section. To the extent the Compliance Department or the Member respondent intends to call any expert witness at the hearing then such party shall provide to the other, at least 28 days prior to the date of the hearing, a summary of the expert's opinions to be offered at the hearing and the basis and/or methodology underlying such opinions. In addition, the expert's credentials (e.g., a curriculum vitae) and all documents or other materials on which the expert relied in forming his opinions shall be produced to the other party at the same time. For purposes of this provision, staff in the Compliance Department or other Nadex employee shall not be considered experts. The hearing officer may decline to consider any expert testimony beyond the scope of the submitted summary. conclusions;

(iii) The hearing officer may question the parties or any witness during the hearing, request additional documentation or information from any party, and/or request post- hearing briefs from the parties.

(iv) Promptly after that hearing, the hearing officer will issue findings, which will be delivered to the Member by electronic mail to the Member's last known email address. The findings of the hearing officer will contain the following information:

(1) a summary of the charges and any answer to the charges;

(2) a summary of the evidence received;

(3) findings and conclusions with respect to each charge;

(4) an indication of each specific rule that the member was found to have violated;

(5) a declaration of any penalty to be imposed on the Member as the result of the findings and

(6) the effective date and duration of that penalty; and

(7) a statement that the Member has the right to appeal any adverse decision by the hearing officer to the Nadex board of directors, but must do so within 15 days.

(v) The hearing officer's decision shall be final on the date it is signed by the hearing officer. The hearing officer's decision shall become the final decision of Nadex after the appeal period has lapsed.

(vi) The hearing will be recorded, and all information submitted by the parties (including the Compliance Department's report and the Member's response) as well as the recording of the hearing, will be preserved by the Compliance Department, along with the hearing officer's findings, as the record of the proceedings (the "hearing record").

(h) Either the Member or the Compliance Department may appeal the decision of the hearing officer within 15 days by filing an appeal by electronic mail with the Nadex board of directors and forwarding a copy to the other parties to the appeal. Any penalties will be stayed pending appeal unless the hearing officer determines that a stay pending appeal would likely be detrimental to the exchange, other Members, or the public. The board of directors will review the hearing record and any information submitted by the Compliance Department and the Member on appeal and issue its decision, which shall be final on the date of such issuance. The Member shall be notified of the decision by electronic mail to the Member's last known email address. The hearing record, any information submitted on appeal, and the board's decisions shall be preserved as the record on appeal. The decision will contain the information listed in paragraph (f) of this Rule, except for (f)(vi), and will also contain:

(i) a statement that any person aggrieved by the action may have a right to appeal the action pursuant to Part 9 of the Commission's Regulations, within 30 days of service; and

(ii) a statement that any person aggrieved by the action may petition the Commission for a stay pursuant to Part 9 of the Commission's Regulations, within 10 days of service.

RULE 9.3 SETTLEMENT OF INVESTIGATIONS

(a) Nadex may enter into settlements with any Member or its authorized representative who is the subject of an investigation. The Member, or its authorized representative may initiate a settlement offer. A Member, or its authorized representative, may submit an offer of settlement without admitting or

denying the Rule violations or factual findings upon which the penalty is based, provided, however, that an offer must include a consent to the entry of findings regarding the conduct and Rule violations at issue, to the penalty to be imposed and to the effective date of the penalty. A settlement offer that is supported by the Compliance Department shall be forwarded to a Nadex hearing officer for consideration, along with the Compliance Department's supporting statement. The hearing officer may accept, accept with modifications, or reject a proposed settlement offer. A settlement offer may be withdrawn at any time before it is accepted by the hearing officer.

(b) The hearing officer may accept or reject a proposed settlement, and the decision of the hearing officer will be final. In addition, the hearing officer may propose a modification to the proposed settlement for consideration by the Member or its authorized representative and the Compliance Department.

(c) Any settlement under this Rule will be written and will state:

(i) the charges or a summary of the charges;

(ii) the response, if any, or a summary of the response;

(iii) a summary of the investigation conducted;

(iv) findings and conclusions as to each charge, including each act the person charged was found to have committed or omitted, be committing or omitting, or be about to commit or omit, and each of these Rules that such act or practice violated, is violating, or is about to violate; and

(v) any penalty imposed and the penalty's effective date.

(d) Failed settlement negotiations, or withdrawn settlement offers, will not prejudice a Member or otherwise affect subsequent procedures in the rule enforcement process.

RULE 9.4 NOTICE AND PUBLICATION OF DISCIPLINARY ACTION

(a) Nadex will provide to the person charged, notice of the disciplinary action, appeal determination, or settlement in which sanctions are imposed, no later than two Business Days after it becomes final in accordance with the provisions of Commission Regulation 39.19(c)(4)(xvi) through posting on the Notices section of the Nadex website.

(b) Within two Business Days after a disciplinary action becomes final, notice of any disciplinary action outcome providing that a Member is suspended, expelled, disciplined or denied access to the Exchange shall be provided to the National

Futures Association for inclusion in its internet accessible database of disciplinary matters.

(c) Nadex will make public notice of the disciplinary action by posting on its website, in accordance with Commission Regulation 9.13, the information required by Commission Regulation 9.11. The disciplinary action will be considered final on the date the notice of the disciplinary action is published on the Nadex website.

RULE 9.5 PENALTIES

As a result of a disciplinary proceeding or as part of a settlement, Nadex may impose one or more of the following penalties:

(a) a letter of warning, censure, or reprimand (although no more than one such letter may be issued to the same Person found to have committed the same rule violation within a rolling twelve month period);

(b) a fine or penalty fee, which Nadex may deduct from the Member's account balance;

(c) disgorgement of profits that resulted from the violation of any Nadex Rule, which Nadex may deduct from the Member's account balance;

(d) suspension of membership status or privileges for a specified period, including partial suspension of such privileges (for example, suspension of trading privileges in particular types of Contracts or of placement of certain types of orders);

(e) revocation of membership status or privileges, including partial revocation of such privileges (for example, revocation of trading privileges in particular types of Contracts or of placement of certain types of orders); and

(f) interest, at the prime rate, as reported by the Wall Street Journal as of the date the amount becomes due, on any outstanding account balance, monetary fine, penalty fee, or disgorgement amount owed, compounded monthly and calculated from the date when the amount was first due and payable.

RULE 9.6 SUMMARY SUSPENSION

(a) Nadex may summarily suspend or restrict a Member (or any of its Authorized Traders or, in the case of FCM Members, its customers) privileges if the Chief Regulatory Officer believes suspension or restriction is necessary to protect the swaps or commodity futures markets, Nadex, the public, or other Members.

(i) Summary Actions. At any time, the Chief Regulatory Officer, in consultation with the Compliance Manager or Market Regulation Manger may summarily temporarily suspend, limit, or condition a Member's privileges upon the reasonable belief that the business, conduct or activities of the Member in question has committed an initial Minor Rule Violation. Actions by Members that constitute Minor Rule Violations include, but are not limited to, the following:

- Member funded from a Business Account
- Member funded from a different individual's bank account
- Someone else attempted to fund a Member's account
- Member logged into another Member's account
- Someone else trading, accessing, or managing another Member's account
- Another person is inquiring about a Member's account
- Minor child trading a parent's account

The above actions are encompassed in the following Nadex Rules: Nadex Rule 3.1(f), 5.2(e), 5.19(g).

(ii) Notice of Summary Action. A Member shall be notified at the earliest possible opportunity of a Summary Action of a Minor Rule Violation as appropriate considering the best interest of the marketplace and shall include: (a) the action taken, (b) the reasons for the action, (iii) the time and date the action has or is to become effective as well as the duration of the action.

(iii) Subsequent to being provided notice of a Summary Action, a Member may sign a Member Re-certification of their understanding of Nadex Rules. Wherein the Member's temporary suspension will end. For the avoidance of doubt, a Member's temporary suspension pursuant to the Minor Rule Violation will remain in effect until the Member completes the Re-certification of their understanding of Nadex Rules.

(iv) Commission of multiple Minor Rule Violations by any Member, may result in the Exchange conducting an Investigation pursuant to Rule 9.2.

(b) Whenever practicable Nadex will notify the Member whose privileges are to be summarily suspended by electronic mail before the action is taken. If prior notice is not practicable, the Member shall be served with notice by electronic mail at the earliest opportunity. This notice shall:

(i) state the action taken or to be taken;

(ii) briefly state the reasons for the action;

(iii) state the time and date when the action became or becomes effective and its duration; and

(iv) state that any person aggrieved by the action may petition the Commission for a stay of the effective date of the action pending a hearing pursuant to Part 9 of the Commission's Regulations, within 10 days of service.

(c) The Member (or Authorized Trader or customer of an FCM Member) whose privileges are to be summarily suspended shall be given an opportunity for appeal under the procedures outlined in Rule 9.2(f) of these Rules. The decision affirming, modifying, or reversing the summary suspension shall be furnished by electronic mail to the suspended Member or Authorized Trader or, with respect to a FCM Customer, to the FCM Member, and the Commission no later than one Business Day after it is issued. The decision shall contain:

(i) a description of the action taken and the reasons for the action;

(ii) a brief summary of the evidence received during the appeal process;

(iii) findings and conclusions;

(iv) a determination as to whether the summary action that was taken should be affirmed, modified, or reversed;

(v) a declaration of any action to be taken against the suspended Member as the result of that determination;

(vi) the effective date and duration of that action; conclusions;

(vii) a determination of the appropriate relief based on the findings and

(viii) a statement that any person aggrieved by the action may have a right to appeal the action pursuant to Part 9 of the Commission's Regulations, within 30 days of service; and

(ix) a statement that any person aggrieved by the action may petition the Commission for a stay pursuant to Part 9 of the Commission's Regulations, within 10 days of service.

RULE 9.7 REPRESENTATION BY COUNSEL

A Member, Authorized Trader or FCM Customer who is a subject of any proceedings under this Chapter has the right to retain and be represented by counsel during such proceedings.

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## CHAPTER 10 LIMITATION OF LIABILITY; TIME PERIOD IN WHICH TO BRING ACTIONS; GOVERNING LAW; ARBITRATION

RULE 10.1 LIMITATION OF LIABILITY, NO WARRANTIES

(a) EXCEPT AS PROVIDED BELOW, AND EXCEPT IN INSTANCES WHERE A PARTY HAS BEEN FINALLY ADJUDICATED TO HAVE ENGAGED IN WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS RULE 10.1, NEITHER THE EXCHANGE (INCLUDING ITS SUBSIDIARIES AND AFFILIATES, AND ANY TECHNOLOGY SERVICES PROVIDER AND CONTRACTORS PROVIDING SERVICES TO THE EXCHANGE), NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, AND LICENSORS (THE "DISCLAIMING PARTY" OR "DISCLAIMING PARTIES") SHALL 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:ANY FAILURE, MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION, TERMINATION, OR ANY OTHER EVENT, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF 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 PARTICIPANTS AND AUTHORIZED TRADERS, PRICE REPORTING SYSTEMS AND ANY AND ALL TERMINALS, COMMUNICATIONS NETWORKS, CENTRAL COMPUTERS, SOFTWARE, HARDWARE, AND FIRMWARE RELATING THERETO; OR

i. ANY FAILURE OR MALFUNCTION, FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, INTERRUPTION OR TERMINATION, OR ANY OTHER EVENT, OF ANY SYSTEM OR SERVICE OF THE 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

ii. ANY ERRORS OR INACCURACIES IN INFORMATION PROVIDED BY THE EXCHANGE OR ANY OR ANY OF THE EXCHANGE'S SYSTEMS, SERVICES OR FACILITIES; EXCEPT FOR TRADE CANCELLATIONS OR ADJUSTMENTS AS PROVIDED IN RULES 5.14 AND 7.1, RESPECTIVELY; OR

iii. ANY UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF ANY OF THE EXCHANGE'S SYSTEMS, SERVICES, EQUIPMENT 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. THE FOREGOING LIMITATION OF LIABILITY SHALL BE SUBJECT TO THE CEA AND REGULATIONS THEREUNDER.

(b) NOTWITHSTANDING SUBSECTION (a), (c), (e), OR (f) of this RULE 10.1, IN NO EVENT SHALL THE PLATFORM TECHNOLOGY SERVICES PROVIDER BE LIABLE TO ANY PERSON NOR SHALL ANY PERSON BRING ANY LEGAL ACTION (WHETHER IN TORT, NEGLIGENCE, OR BREACH OF CONTRACT) FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, DIRECT, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THE PLATFORM. THE TERM PLATFORM TECHNOLOGY SERVICES PROVIDER REFERS TO THE SPECIFIC TECHNOLOGY SERVICES PROVIDER PROVIDING SERVICES AT THE INCEPTION OF THE EXCHANGE AS A DESIGNATED CONTRACT MARKET.

(c) 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 DISCLAIMING PARTY OR DISCLAIMING PARTIES RELATING TO ANY SYSTEMS OR SERVICES OF THE EXCHANGE OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS OR SERVICES, INCLUDING THE EXCHANGE TRADING SYSTEM.

(d) 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 DISCLAIMING PARTY OR DISCLAIMING PARTIES IS A PARTY SHALL BE ARBITRATED PURSUANT TO CHAPTER 10. ANY ARBITRATION SHALL BE BROUGHT WITHIN THE PERIOD PRESCRIBED BY CHAPTER 10. ANY OTHER ACTIONS, SUITS OR PROCEEDINGS AGAINST THE DISCLAIMING PARTY OR DISCLAIMING PARTIES MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. THIS PARAGRAPH (d) 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 A 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.

(e) THE DISCLAIMING PARTY OR DISCLAIMING PARTIES, MAY, IN ITS SOLE DISCRETION, ASSUME RESPONSIBILITY FOR DIRECT, OUT-OF-POCKET LOSSES DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OF EXCHANGE.

(f) MARKET OPERATIONS OR OTHER EXCHANGE STAFF AND/OR ORDER STATUS ERRORS PROVIDED BY EXCHANGE MARKET OPERATIONS OR AN EXCHANGE SYSTEM, EQUIPMENT, SERVICE OR FACILITY. NOTWITHSTANDING THE ABOVE, THE EXCHANGE'S TOTAL COMBINED AGGREGATE OBLIGATIONS SHALL NOT EXCEED $1,000 FOR ANY SINGLE CLAIM, AND $10,000 FOR ALL CLAIMS. ANY DISPUTED CLAIM PURSUANT TO THIS PARAGRAPH (e) MUST BE ARBITRATED PURSUANT TO CHAPTER 10.

(g) IN NO EVENT SHALL THE DISCLAIMING PARTY OR DISCLAIMING PARTIES TOTAL COMBINED AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF ANY FAILURES, MALFUNCTIONS, FAULTS IN DELIVERY, DELAYS, OMISSIONS, SUSPENSIONS, INACCURACIES, INTERRUPTIONS, TERMINATIONS, OR ANY OTHER CAUSES, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OPERATION, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF ANY OF THE EXCHANGE'S SYSTEMS OR SERVICES, OR SERVICES, EQUIPMENT OR FACILITIES USED TO SUPPORT SUCH SYSTEMS AND SERVICES, OR THE NEGLIGENCE OF EXCHANGE STAFF EXCEED $50,000 IN ANY GIVEN CALENDAR YEAR. IF THE NUMBER OF ALLOWED CLAIMS ARISING OUT OF ANY FAILURES OR MALFUNCTIONS ON A SINGLE DAY OR SINGLE MONTH CANNOT BE FULLY SATISFIED BECAUSE OF THE ABOVE DOLLAR LIMITATIONS, ALL SUCH CLAIMS SHALL BE LIMITED TO A PRO RATA SHARE OF THE MAXIMUM AMOUNT FOR THE RESPECTIVE PERIOD. NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS RULE 10.1 WILL IN NO WAY LIMIT THE LIABILITY OF ANY PERSON ARISING FROM ANY VIOLATION BY SUCH PERSON OF THE CEA OR THE COMMISSION REGULATIONS THEREUNDER.

RULE 10.2 ARBITRATION OF MEMBER-MEMBER DISPUTES

Any dispute, controversy, or claim between or among Members arising out of or relating to transactions on Nadex shall be submitted to binding arbitration in Cook County, Illinois before, and according to the Member arbitration rules of, National Futures Association. The decision of the arbitrator or arbitrators will be final, and judgment upon that decision may be entered in any court of competent jurisdiction. Unless the arbitrator or arbitrators find that one of the parties has acted in bad faith, each party will pay its own expenses.

RULE 10.3 ARBITRATION OF NADEX-MEMBER DISPUTES

Any dispute, controversy, or claim brought against Nadex by any Member shall be submitted to binding arbitration in Cook County, Illinois. Unless the arbitrator or arbitrators find that one of the parties has acted in bad faith, each party will pay its own expenses. Upon request of either party the arbitrator or arbitrators will make a finding as to whether Nadex has acted in a manner that is grossly negligent, reckless, or fraudulent.

RULE 10.4 ARBITRATION OF FCM MEMBER-CUSTOMER DISPUTES

Any dispute, controversy, or claim brought against any FCM Member by a customer may be submitted to binding arbitration in Cook County, Illinois before, and according to the customer arbitration rules of, National Futures Association. The decision of the arbitrator or arbitrators will be final, and judgment upon that decision may be entered in any court of competent jurisdiction. Unless the arbitrator or arbitrators find that one of the parties has acted in bad faith, each party will pay its own expenses.

RULE 10.5 FAILURE TO ABIDE BY ARBITRATION DECISION

It will be a violation of the Nadex Rules for a Member to fail to pay an award or otherwise satisfy or abide by a judgment in arbitration, and Nadex may take disciplinary action against any such Member, including suspension or revocation of Membership.

RULE 10.6 CHANGE IN ARBITRATION PROCEDURE

Nadex will file all changes to its arbitration procedure with the Commission.

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## CHAPTER 11 COMMISSION REGULATIONS THAT HAVE BEEN ADAPTED TO BE PART OF THE RULES

The following Rules are adaptations of regulations adopted by the Commission. They must be followed by Members and Nadex itself, and any violation of these regulations will be a punishable violation of the Rules.

RULE 11.1 ACTIVITIES OF SELF-REGULATORY ORGANIZATION EMPLOYEES AND GOVERNING MEMBERS WHO POSSESS MATERIAL, NON-PUBLIC INFORMATION (ADAPTED FROM COMMISSION REGULATION 1.59)

(a) Definitions. For purposes of this Rule:

(i) Self-regulatory organization means "self-regulatory organization," as defined in Commission regulation 1.3(ee), and includes the term "clearing organization," as defined in Commission regulation 1.3(d).

(ii) Governing board member means a member, or functional equivalent thereof, of the board of governors of a self-regulatory organization.

(iii) Committee member means a member, or functional equivalent thereof, of any committee of a self-regulatory organization.

(iv) Employee means any person hired or otherwise employed on a salaried or contract basis by a self-regulatory organization, but does not include:

(1) Any governing board member compensated by a self-regulatory organization solely for governing board activities; or

(2) Any committee member compensated by a self-regulatory organization solely for committee activities; or

(3) Any consultant hired by a self-regulatory organization.

(v) Material information means information which, if such information were publicly known, would be considered important by a reasonable person in deciding whether to trade a particular commodity interest on a contract market or a swap execution facility, or to clear a swap contract through a derivatives clearing organization. As used in this Rule, "material information" includes, but is not limited to, information relating to present or anticipated cash positions, commodity interests, trading strategies, the financial condition of members of self-regulatory organizations or members of linked exchanges or their customers or option customers, or the regulatory actions or proposed regulatory actions of a self-regulatory organization or a linked exchange.

(vi) Non-public information means information which has not been disseminated in a manner which makes it generally available to the trading public.

(vii) Linked exchange means:

(1) any board of trade, exchange or market outside the United States, its territories or possessions, which has an agreement with a contract market in the United States that permits positions in a commodity interest which have been established on one of the two markets to be liquidated on the other market;

(2) any board of trade, exchange or market outside the United States, its territories or possessions, the products of which are listed on a United States contract market or a trading facility thereof; or

(3) any securities exchange, the products of which are held as margin in a commodity account or cleared by a securities clearing organization pursuant to a cross-margining arrangement with a futures clearing organization; or

(4) any clearing organization which clears the products of any of the foregoing markets.

(viii) Commodity interest means any commodity futures or commodity option or swap contract traded on or subject to the rules of a contract market, swap execution facility, or linked exchange, or cleared by a derivatives clearing organization, or cash commodities traded on or subject to the rules of a board of trade which has been designated as a contract market.

(ix) Related commodity interest means any commodity interest which is traded on or subject to the rules of a contract market, a swap execution facility, linked exchange, or other board of trade, exchange or market, or cleared by a derivatives clearing organization, other than the self-regulatory organization by which a person is employed, and with respect to which:

(1) Such employing self-regulatory organization has recognized or established intermarket spread margins or other special margin treatment between that other commodity interest and a commodity interest which is traded on or subject to the rules of the employing self-regulatory organization; or

(2) Such other self-regulatory organization has recognized or established intermarket spread margins or other special margin

treatment with another commodity interest as to which the person has access to material, nonpublic information.

(x) Pooled investment vehicle means a trading vehicle organized and operated as a commodity pool within Commission Regulation 4.10(d), and whose units of participation have been registered under the Securities Act of 1933, or a trading vehicle for which Commission Regulation 4.5 makes available relief from regulation as a commodity pool operator, i.e., registered investment companies, insurance company separate accounts, bank trust funds, and certain pension plans.

(b) Employees of self-regulatory organizations; Self-regulatory organization rules.

(i) Employees of Nadex are prohibited from:

(1) trading, directly or indirectly, in any commodity interest traded on or cleared by Nadex or in any related commodity interest;

(2) trading directly or indirectly in any commodity interest traded on or cleared by contract markets, swap execution facility, or clearing organizations other than Nadex and in any commodity interest traded on or cleared by a linked exchange if the employee has access to material non- public information concerning such commodity interest.

(ii) Employees of Nadex are prohibited from disclosing to any other person any material, non-public information which such employee obtains as a result of his or her employment at Nadex where such employee has or should have a reasonable expectation that the information disclosed may assist another person in trading any commodity interest; however, this Rule does not prohibit disclosures made in the course of an employee's duties, or disclosures made to another self-regulatory organization, linked exchange, court of competent jurisdiction or representative of any agency or department of the federal or state government acting in his or her official capacity.

(c) Members of Nadex's governing boards and committees and Nadex consultants; Nadex's Rules. No member of Nadex's governing board or of a committee of Nadex and no Nadex consultant shall use or disclose, for any purpose other than the performance of such person's official duties as a governing board or committee member or consultant, material, non-public information obtained as a result of such person's official duties.

(d) Prohibited conduct.

(i) No person who is an employee of, a member of the governing board of, or a member of any committee of, or a consultant of Nadex shall:

(1) Trade for such person's own account, or for or on behalf of any other account, in any commodity interest on the basis of any material, non-public information obtained through special access related to the performance of such person's official duties as an employee, board or committee member, or consultant; or

(2) Disclose for any purpose inconsistent with the performance of such person's official duties as an employee, board or committee member, or consultant, any material, non-public information obtained through special access related to the performance of such duties.

(ii) No person shall trade for such person's own account, or for or on behalf of any account, in any commodity interest, on the basis of any material, non-public information that such person knows was obtained in violation of paragraph (d)(1) from an employee of, a member of the governing board of, a member of any committee, or a consultant of a self-regulatory organization.

RULE 11.2 SERVICE ON SELF-REGULATORY ORGANIZATION GOVERNING BOARDS OR COMMITTEES BY PERSONS WITH DISCIPLINARY HISTORIES (ADAPTED FROM COMMISSION REGULATION 1.63)

(a) Definitions. For purposes of this section:

(i) Self-regulatory organization means a "self-regulatory organization" as defined in Commission Regulation 1.3(ee), and includes a "clearing organization" as defined in Commission Regulation 1.3(d), except as defined in paragraph (b)(6) of this Rule.

(ii) Disciplinary committee means any person or committee of persons, or any subcommittee thereof, that is authorized by a self-regulatory organization to issue disciplinary charges, to conduct disciplinary proceedings, to settle disciplinary charges, to impose disciplinary sanctions or to hear appeals thereof.

(iii) Arbitration panel means any person or panel empowered by a self-regulatory organization to arbitrate disputes involving such organization's members or their customers.

(iv) Oversight panel means any panel authorized by a self-regulatory organization to review, recommend or establish policies or procedures with respect to the self-regulatory organization's surveillance, compliance, rule enforcement or disciplinary responsibilities.

(v) Final decision means:

(1) A decision of a self-regulatory organization which cannot be further appealed within the self-regulatory organization, is not subject to the stay of the Commission or a court of competent jurisdiction, and has not been reversed by the Commission or any court of competent jurisdiction; or,

(2) Any decision by an administrative law judge, a court of competent jurisdiction or the Commission which has not been stayed or reversed.

(vi) Disciplinary offense means:

(1) Any violation of the rules of a self-regulatory organization except those rules related to;

A. Decorum or attire,

B. Financial requirements, or

C. Reporting or recordkeeping unless resulting in fines aggregating more than $5,000 within any calendar year;

(2) Any rule violation described in subparagraphs (a)(6)(i) (A) through (C) of this Rule which involves fraud, deceit or conversion or results in a suspension or expulsion;

(3) Any violation of the Act or the regulations promulgated thereunder;

(4) Any failure to exercise supervisory responsibility with respect to acts described in paragraphs (a)(6)(i) through (iii) of this Rule when such failure is itself a violation of either the rules of a self-regulatory organization, the Act or the regulations promulgated thereunder; or

(5) A disciplinary offense must arise out of a proceeding or action which is brought by a self-regulatory organization, the Commission, any federal or state agency, or other governmental body.

(vii) Settlement agreement means any agreement consenting to the imposition of sanctions by a self-regulatory organization, a court of competent jurisdiction or the Commission.

(b) A person is ineligible to serve on any Nadex disciplinary committees, arbitration panels, oversight panels or governing board if that person:

(i) Was found within the prior three years by a final decision of a self-regulatory organization, an administrative law judge, a court of competent jurisdiction or the Commission to have committed a disciplinary offense;

(ii) Entered into a settlement agreement within the prior three years in which any of the findings or, in the absence of such findings, any of the acts charged included a disciplinary offense;

(iii) Currently is suspended from trading on any contract market, is suspended or expelled from membership with any self-regulatory organization, is serving any sentence of probation or owes any portion of a fine imposed pursuant to either:

(1) A finding by a final decision of a self-regulatory organization, an administrative law judge, a court of competent jurisdiction or the Commission that such person committed a disciplinary offense; or,

(2) A settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged included a disciplinary offense.

(iv) Currently is subject to an agreement with the Commission or any self-regulatory organization not to apply for registration with the Commission or membership in any self-regulatory organization;

(v) Currently is subject to or has had imposed on him within the prior three years a Commission registration revocation or suspension in any capacity for any reason, or has been convicted within the prior three years of any of the felonies listed in section 8a(2)(D) (ii) through (iv) of the Act; or

(vi) Currently is subject to a denial, suspension or disqualification from serving on the disciplinary committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in section 3(a)(26) of the Securities Exchange Act of 1934.

(c) No person may serve on a disciplinary committee, arbitration panel, oversight panel or governing board of Nadex if such person is subject to any of the conditions listed in paragraphs (b) (1) through (6) of this Rule.

(d) Nadex shall submit to the Commission a schedule listing all those rule violations which constitute disciplinary offenses as defined in paragraph (a)(6)(i) of this Rule and to the extent necessary to reflect revisions shall submit an amended schedule within thirty days of the end of each calendar year. Nadex must maintain and keep current the schedule required by this section, post the schedule in a public place designed to provide notice to members and otherwise ensure its availability to the general public.

(e) Nadex shall submit to the Commission within thirty days of the end of each calendar year a certified list of any persons who have been removed from its disciplinary committees, arbitration panels, oversight panels or governing board pursuant to the requirements of this regulation during the prior year.

(f) Whenever Nadex finds by final decision that a person has committed a disciplinary offense and such finding makes such person ineligible to serve on that self-regulatory organization's disciplinary committees, arbitration panels, oversight panels or governing board, Nadex shall inform the Commission of that finding and the length of the ineligibility in any notice it is required to provide to the Commission pursuant to either section 17(h)(1) of the Act or Commission Regulation 9.11.

RULE 11.3 VOTING BY INTERESTED MEMBERS OF SELF-REGULATORY ORGANIZATION GOVERNING BOARDS AND VARIOUS COMMITTEES (ADAPTED FROM COMMISSION REGULATION 1.69)

(a) Definitions. For purposes of this section:

(i) Disciplinary committee means any person or committee of persons, or any subcommittee thereof, that is authorized by Nadex to issue disciplinary charges, to conduct disciplinary proceedings, to settle disciplinary charges, to impose disciplinary sanctions, or to hear appeals thereof in cases involving any violation of the Rules of Nadex except those cases where the person or committee is authorized summarily to impose minor penalties for violating Rules regarding decorum, attire, the timely submission of accurate records for clearing or verifying each day's transactions or other similar activities.

(ii) Family relationship of a person means the person's spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law.

(iii) Governing board means Nadex's board of directors, board of governors, board of managers, or similar body, or any subcommittee thereof, duly authorized, pursuant to a rule of Nadex that has been approved by the Commission or has become effective pursuant to Section 5c(c) of the Act and Part 40 of the Commission Regulations to take action or to recommend the taking of action on behalf of Nadex.

(iv) Oversight panel means any panel, or any subcommittee thereof, authorized by Nadex to recommend or establish policies or procedures with respect to Nadex's surveillance, compliance, rule enforcement, or disciplinary responsibilities.

(v) Member's affiliated firm is a firm in which the member is a "principal," as defined in Commission Regulation 3.1(a), or an employee.

(vi) Named party in interest means a person or entity that is identified by name as a subject of any matter being considered by a governing board, disciplinary committee, or oversight panel.

(vii) Self-regulatory organization means a "self-regulatory organization" as defined in Commission Regulation 1.3(ee) and includes a "clearing organization" as defined in Commission Regulation 1.3(d), but excludes registered futures associations for the purposes of paragraph (b)(2) of this section.

(viii) Significant action includes any of the following types of Nadex actions or rule changes that can be implemented without the Commission's prior approval:

(1) Any actions or rule changes which address an "emergency" as defined in Commission Regulation 40.1; and,

(2) Any changes in margin levels that are designed to respond to extraordinary market conditions such as an actual or attempted corner, squeeze, congestion or undue concentration of positions, or that otherwise are likely to have a substantial effect on prices in any contract traded or cleared at Nadex; but does not include any rule not submitted for prior Commission approval because such rule is unrelated to the terms and conditions of any contract traded at Nadex.

(b) Nadex Rules. Nadex shall maintain in effect Rules that have been submitted to the Commission pursuant to Section 5c(c) of the Act and Part 40 of the Commission

Regulations to address the avoidance of conflicts of interest in the execution of its self-regulatory functions. Such Rules must provide for the following:

(i) Relationship with named party in interest—

(1) Nature of relationship. A member of Nadex's governing board, disciplinary committee or oversight panel must abstain from such body's deliberations and voting on any matter involving a named party in interest where such member:

A. Is a named party in interest;

B. Is an employer, employee, or fellow employee of a named party in interest;

C. Is associated with a named party in interest through a "broker association" as defined in Commission Regulation 156.1;

D. Has any other significant, ongoing business relationship with a named party in interest, not including relationships limited to executing futures or option transactions opposite of each other or to clearing futures or option transactions through the same clearing member; or

E. Has a family relationship with a named party in interest.

(2) Disclosure of relationship. Prior to the consideration of any matter involving a named party in interest, each member of a Nadex governing board, disciplinary committee or oversight panel must disclose to the appropriate Nadex staff whether he or she has one of the relationships listed in paragraph (b)(1)(i) of this Rule with a named party in interest.

(3) Procedure for determination. Nadex must establish procedures for determining whether any member of its governing board, disciplinary committees or oversight committees is subject to a conflicts restriction in any matter involving a named party in interest. Taking into consideration the exigency of the committee action, such determinations should be based upon:

A. Information provided by the member pursuant to paragraph (b)(1)(ii) of this Rule; and available to Nadex.

B. Any other source of information that is held by and reasonably

(ii) Financial interest in a significant action—

(1) Nature of interest. A member of a Nadex governing board, disciplinary committee or oversight panel must abstain from such body's deliberations and voting on any significant action if the member knowingly has a direct and substantial financial interest in the result of the vote based upon either exchange or non-exchange positions that could reasonably be expected to be affected by the action.

(2) Disclosure of interest. Prior to the consideration of any significant action, each member of a Nadex governing board, disciplinary committee or oversight panel must disclose to the appropriate Nadex staff the position information referred to in paragraph (b)(2)(iii) of this Rule that is known to him or her. This requirement does not apply to members who choose to abstain from deliberations and voting on the subject significant action.

(3) Procedure for determination. Nadex must establish procedures for determining whether any member of its governing board, disciplinary committees or oversight committees is subject to a conflicts restriction under this section in any significant action. Such determination must include a review of:

A. Gross positions held at Nadex in the member's personal accounts or "controlled accounts," as defined in Commission Regulation 1.3(j);

B. Gross positions held at Nadex in proprietary accounts, as defined in Commission Regulation 1.17(b)(3), at the member's affiliated firm;

C. Gross positions held at Nadex in accounts in which the member is a principal, as defined in Commission Regulation 3.1(a);

D. Net positions held at Nadex in "customer" accounts, as defined in Commission Regulation 1.17(b)(2), at the member's affiliated firm; and

E. Any other types of positions, whether maintained at Nadex or elsewhere, held in the member's personal accounts or the proprietary accounts of the member's affiliated firm that the self-regulatory organization reasonably expects could be affected by the significant action.

(4) Bases for determination. Taking into consideration the exigency of the significant action, such determinations should be based upon:

A. The most recent large trader reports and clearing records available to Nadex;

B. Information provided by the member with respect to positions pursuant to paragraph (b)(2)(ii) of this Rule; and

C. Any other source of information that is held by and reasonably available to Nadex.

(iii) Participation in deliberations.

(1) Under the Rules required by this section, a Nadex governing board, disciplinary committee or oversight panel may permit a member to participate in deliberations prior to a vote on a significant action for which he or she otherwise would be required to abstain, pursuant to paragraph (b)(2) of this Rule, if such participation would be consistent with the public interest and the member recuses himself or herself from voting on such action.

(2) In making a determination as to whether to permit a member to participate in deliberations on a significant action for which he or she otherwise would be required to abstain, the deliberating body shall consider the following factors:

A. Whether the member's participation in deliberations is necessary for the deliberating body to achieve a quorum in the matter; and

B. Whether the member has unique or special expertise, knowledge or experience in the matter under consideration.

(3) Prior to any determination pursuant to paragraph (b)(3)(i) of this Rule, the deliberating body must fully consider the position information which is the basis for the member's direct and

substantial financial interest in the result of a vote on a significant action pursuant to paragraph (b)(2) of this Rule.

(iv) Documentation of determination. Nadex's governing boards, disciplinary committees, and oversight panels must reflect in their minutes or otherwise document that the conflicts determination procedures required by this section have been followed. Such records also must include:

(1) The names of all members who attended the meeting in person or who otherwise were present by electronic means;

(2) The name of any member who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and

(3) Information on the position information that was reviewed for each member.

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## CHAPTER 12 TERMS OF CONTRACTS TRADED ON NADEX

The following Rules set forth the terms of the Contracts traded on Nadex. You should not trade any Contract unless you are certain that you completely understand its terms. Additional information with respect to each Contract can be found on the home page for the specific Contract.

### RULE 12.1 TERMS THAT ARE UNIFORM ACROSS CONTRACTS

There are certain terms that are uniform across Contracts.

(a) The minimum unit of trading for each Contract is one Contract.

(b) All Contract prices are quoted in U.S. dollars and cents per Contract.

(c) The minimum quote increment for each Contract is $.01 per Contract.

(d) All Expiration Values will be posted on Nadex's website no later than the close of business of the Expiration Date of a Contract Series.

(e) At the time Nadex sets the Payout Criterion for any Binary Contract, Nadex will review its then-existing Binary Contracts in the same Class having the same Expiration time. No new Binary Contract in that same Class and having the same Expiration time will be offered with the same Payout Criterion. Instead, in instances where a duplicate Payout Criterion would be generated under the applicable product rule, the Payout Criterion for that Contract will be adjusted by pre-determined levels which shall be published on the Nadex website.

(f) All Nadex Binary Contracts and Variable Payout Contracts are deemed to be "swaps" as defined in 17 USC 1a(47).

(g) **Issuance** - Except as otherwise provided for in a particular contract's specifications or where the issuance of a contract(s) as described herein may be impacted by a recognized holiday, for each planned release by the Source Agency of the Underlying, Nadex will issue various Contracts, each of a different Series. A new issuance of Contracts will commence no later than two (2) Business Days following the Expiration Date.

(h) **Halted Markets** - In the event that any market irregularities are declared by the Chief Executive Officer of the Exchange, or to prevent or reduce the potential risk of price distortions or market disruptions, a market may be paused or halted for trading, and the Commission will be notified, if required, pursuant to Commission Regulations. An explanation will be posted on the Nadex Notices section of the website within a reasonable amount of time but no later than 24 hours after the initiation of the halt.

(i) **Discretion to Refrain from Listing Contracts** - Nadex may, in its discretion, temporarily refrain from the listing of any contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(j) **Limit Up/Limit Down** - In the event the corresponding underlying market upon which any Nadex contract is based is subject to a lock limit up or down, Nadex may halt trading in its related market, and/or refrain from listing contracts in that market, until trading resumes in the underlying market. Should Nadex halt and/or refrain from listing contracts pursuant to this section, notice of the halt, and any adjustments to the settlement process, will be posted on the Notices page as soon as practicable.

(k) **Contract Modifications** - Specifications shall be fixed as of the first day of trading of a contract. If any U.S. governmental agency or body 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 open and new contracts shall be subject to such government orders.

(l) **Volume Threshold Level** - The current Volume Threshold Level is 250[6] contracts or more per day.

(m) **Adjustment of Acceptable Bid/Ask Spread for Currency Settlement** - Nadex may adjust the parameters of the acceptable bid/ask spread in any underlying foreign currency market when determining the midpoint price in connection with the collection of market data used in the calculation of the expiration value of a Nadex Foreign Currency Binary or Variable Payout contract, as Nadex deems necessary or appropriate based on the underlying market conditions in order to produce an accurate representation of the underlying market value for settlement purposes. Any adjustment to the acceptable spread will be indicated on the Nadex website on the Notices page.

(n) CONTRACT DURATION

(i) **Daily Contracts** means a Series of Contracts that have an Expiration Date within 24 hours after they are issued.

[6] The volume threshold level of 250 contracts or more per day was set pursuant to No-Action Letter No. 16-32, issued on April 8, 2016, which allows the level to be set at 250 through September 28, 2017. This relief was extended on September 25, 2017 in CFTC Staff Letter 17-45 and again in Staff Letter 20-30. The 250 volume threshold level will continue until September 29, 2023.

(ii) **Intraday Contracts** means a Series of Contracts that expire on the same trade date as, and within nine hours or less, of issuance.

(iii) **Weekly Contracts** mean a Series of Contracts that have an Expiration Date that is no less than three calendar days[7] and no greater than seven calendar days from the date on which the Contracts are issued.

(iv) **Monthly Contracts** means a Series of Contracts that have a Payout Criterion based on the last reported level of the Underlying by the Source Agency. Monthly Contracts have an Expiration Date that is no less than twenty-one calendar days and no greater than thirty-five calendar days from the date on which the last reported level of the Underlying is released by the Source Agency.

(v) **Open Contracts** means a Series of Contracts whose Expiration Date is dependent on the Release Date of the underlying Source Agency, and does not follow a standardized set pattern.

RULE 12.2 – 12.3 [RESERVED]

RULE 12.4 GOLD VARIABLE PAYOUT CONTRACTS

RULE 12.4.1 GOLD "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Gold Variable Call Spread Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, per troy ounce (in US dollars), of the Gold Futures Contracts ("GFC") traded on the COMEX® Division of the New York Mercantile Exchange ("NYMEX"®)[8]. The GFC trade prices that will be used for the Underlying will be taken from the February, April, June, August, or December GFC delivery months (each a "GFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will

[7] In circumstances where the Expiration Date is less than three calendar days from the Contract's issue date as a result of the Source Agency rescheduling the release of the Expiration Value due to a public holiday, the Contract shall nevertheless be considered a Weekly Contract.

[8] NYMEX® is a registered service mark of the New York Mercantile Exchange, Inc. COMEX® is a registered service mark of the Commodity Exchange, Inc. Nadex is not affiliated with the New York Mercantile Exchange, Inc. or the Commodity Exchange, Inc. and neither the New York Mercantile Exchange, the Commodity Exchange, Inc., nor their affiliates, sponsor or endorse Nadex or any of its products in any way.

be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date. For example, the Comex Gold December 2023 futures have an Expiration Date of December 27, 2023. The last day on which the Gold December 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the last Friday Business Day of the preceding month, November 2023. Therefore, the End Date for using Comex Gold December 2023 futures will be November 24, 2023 and the Start Date for the next delivery month, Comex Gold February 2024 futures, will be November 25, 2023. The second example, the Comex Gold December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Gold December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Gold December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Gold February 2025 futures, will be November 23, 2024.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Gold Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY GOLD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 1:30 PM ET CLOSE - At the commencement of trading in a Daily Gold Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY GOLD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 50.00.

B. FLOOR – The Floor shall be X – 50.00.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(2) In each case, "X" equals the last Gold price, as reported by the Source Agency, rounded to the nearest 50.

(ii) DAILY GOLD CALL SPREAD CONTRACTS, 1:30 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 50.

(2) CONTRACT 2: The Ceiling shall be X + 25; The Floor shall be X – 25.

(3) CONTRACT 3: The Ceiling shall be X + 50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(5) In each case, "X" equals the last Gold price, as reported by the Source Agency, rounded to the nearest 50.

(iii) INTRADAY GOLD CALL SPREAD CONTRACTS, 8AM ET to 1:30 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 40.

(2) CONTRACT 2: The Ceiling shall be X + 20; The Floor shall be X – 20.

(3) CONTRACT 3: The Ceiling shall be X + 40; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(5) In each case, "X" equals the last Gold price, as reported by the Source Agency, rounded to the nearest 10.

(iv) INTRADAY 2-HOUR GOLD CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, and 1:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 15.

(2) CONTRACT 2: The Ceiling shall be X + 7.5; The Floor shall be X – 7.5.

(3) CONTRACT 3: The Ceiling shall be X + 15; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(5) In each case, "X" equals the last Gold price, as reported by the Source Agency, rounded to the nearest 10.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Gold Call Spread Contracts shall be 0.10.

(g) POSITION LIMIT – The Position Limits for Gold Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Gold Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Gold Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Gold released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all GFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Gold Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of GFC trade prices and the lowest

twenty (20) percent of GFC trade prices from the data set[9], and using the remaining GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining GFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) GFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Gold Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) GFC trade prices just prior to the close of trading of the Gold Call Spread Contract removing the highest five (5) GFC trade prices and the lowest five (5) GFC trade prices, and using the remaining fifteen (15) GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) GFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.4.2 GOLD "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Gold Touch Bracket Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, per troy ounce (in US dollars), of the Gold Futures Contracts ("GFC") traded on the COMEX® Division of the New York Mercantile Exchange ("NYMEX"®)[10]. The GFC trade prices that will be used for the Underlying will be taken from the February, April, June, August, or December GFC delivery months (each a "GFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month

[9] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

[10] NYMEX® is a registered service mark of the New York Mercantile Exchange, Inc. COMEX® is a registered service mark of the Commodity Exchange, Inc. Nadex is not affiliated with the New York Mercantile Exchange, Inc. or the Commodity Exchange, Inc. and neither the New York Mercantile Exchange, the Commodity Exchange, Inc., nor their affiliates, sponsor or endorse Nadex or any of its products in any way.

preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date. For example, the Comex Gold December 2023 futures have an Expiration Date of December 27, 2023. The last day on which the Gold December 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the last Friday Business Day of the preceding month, November 2023. Therefore, the End Date for using Comex Gold December 2023 futures will be November 24, 2023 and the Start Date for the next delivery month, Comex Gold February 2024 futures, will be November 25, 2023. The second example, the Comex Gold December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Gold December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Gold December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Gold February 2025 futures, will be November 23, 2024.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Gold Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GOLD TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 1:30 PM ET on the last Trade Day of the contract listing, or when the Gold Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 16; The Floor shall be X – 4.

(2) CONTRACT 1: The Ceiling shall be X + 12; The Floor shall be X – 8.

(3) CONTRACT 1: The Ceiling shall be X + 8; The Floor shall be X – 12.

(4) CONTRACT 1: The Ceiling shall be X + 4; The Floor shall be X – 16.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(6) In each case, "X" equals the last Gold price, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 16 (or 4) and a Floor of X – 4 (or 16) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for Gold Touch Bracket Variable Payout Contracts shall be 0.1.

(g) POSITION LIMIT – The Position Limit for Gold Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Gold Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Gold Touch Bracket Contract Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) GOLD INDEX VALUE – The Source Agency shall calculate and produce a Gold Index Value once each second throughout the life of the Gold Variable Payout Contracts. That is, each second the Source Agency will calculate a Gold Index Value by taking all GFC trade prices occurring in the ten (10) seconds leading up

to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of GFC trade prices and the lowest twenty (20) percent of GFC trade prices from the data set[11], and using the remaining GFC trade prices to calculate the Index Value. The calculation used is a simple average of the remaining GFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) GFC trade prices exceeds the ten (10) seconds just prior to the Calculation Time, the Index Value is calculated by the Source Agency by taking the last twenty-five (25) GFC trade prices just prior to the Calculation Time removing the highest five (5) GFC trade prices and the lowest five (5) GFC trade prices, and using the remaining fifteen (15) GFC trade prices to calculate the Index Value. The calculation used is a simple average of all fifteen (15) GFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Gold Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.5 GOLD BINARY CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Gold Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, per troy ounce (in US dollars), of Gold obtained from the Gold Futures Contracts ("GFC") traded on the COMEX Division of the New York Mercantile Exchange ("NYMEX®")[12]. The GFC trade prices that will be used for the Underlying will be taken from the February, April, June, August, or December GFC delivery months (each a "GFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be

[11] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

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used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date. For example, the Comex Gold December 2023 futures have an Expiration Date of December 27, 2023. The last day on which the Gold December 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the last Friday Business Day of the preceding month, November 2023. Therefore, the End Date for using Comex Gold December 2023 futures will be November 23, 2023 and the Start Date for the next delivery month, Comex Gold February 2024 futures, will be November 25, 2023. The second example, the Comex Gold December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Gold December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Gold contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Gold December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Gold February 2025 futures, will be November 23, 2024.[13]

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Gold Binary Contract, the Payout Criteria for the Contracts will be set as follows:

[13] Weekly contracts listed on a Monday during a week containing an Underlying futures rollover date will be listed using the Underlying futures month scheduled to be used to determine the settlement value on the day the contract expires. For example, the End Date for which Nadex will use the Comex Gold April 2014 Underlying futures to determine the settlement value is March 27, 2014. March 27, 2014 is a Thursday, however, and any Nadex weekly contracts listed for this roll week and expiring on Friday, March 28, 2014, will be listed using the Comex Gold June 2014 futures as its Underlying, as June is the futures month scheduled to be used to determine the Settlement Value of the Nadex weekly contract on its expiration date. Therefore, the Start Date for the Comex Gold June 2014 futures will be Monday, March 24, 2014 for any Nadex weekly contracts listed on this date.

(i) WEEKLY GOLD BINARY CONTRACTS

(1) EXPIRATION TIME – 1:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 10.0.

(3) NUMBER OF STRIKE LEVELS LISTED - Thirteen (13) strike levels will be listed for each Weekly Gold Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.5 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 10.0, and six (6) strike levels will be generated below Binary Contract W at an interval of 10.0 (e.g. W – 10.0; W; W + 10.0). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY GOLD BINARY CONTRACTS

(1) EXPIRATION TIME – 1:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 3.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily Gold Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 1.0 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract Y at an interval of 3, and ten (10) strike levels will be generated below Binary Contract Y at an interval of 3 (e.g. Y – 3; Y; Y + 3). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY GOLD BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 3.

(3) NUMBER OF STRIKE LEVELS LISTED - Nine (9) strike levels will be listed for each Intraday Gold Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.1 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Z at an interval of 3, and four (4) strike levels will be generated below Binary Contract Z at an interval of 3 (e.g. Z – 3; Z; Z + 3). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional Gold Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Gold Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the Gold Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Gold Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the Gold Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Gold Expiration Value is to be released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Gold Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Gold released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all GFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Gold Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of GFC trade prices and the lowest twenty (20) percent of GFC trade prices from the data set[14], and using the remaining GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining GFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) GFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Gold Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) GFC trade prices just prior to the close of trading of the Gold Binary Contract removing the highest five (5) GFC trade prices and the lowest five (5) GFC trade prices, and using the remaining fifteen (15) GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) GFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series. If there are less than 250 GFC trade prices available during a single trading day prior to the issuance of a new Gold Contract Nadex may switch to the next available GFC Delivery Month that provides at least 250 GFC trade prices.

## RULE 12.6 SILVER VARIABLE PAYOUT CONTRACTS

### RULE 12.6.1 SILVER "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Silver Call Spread Variable Payout Contracts issued by Nadex.

[14] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, cents per troy ounce (in US Currency), of Silver obtained from the Silver Futures Contracts ("SFC") traded on the COMEX Division of the New York Mercantile Exchange ("NYMEX"®[15]). The SFC trade prices that will be used to for the Underlying will be taken from the March, May, July, September, or December SFC delivery months (each a "SFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday. For example, the Comex Silver September 2023 futures have an Expiration Date of September 27, 2023. The last day on which the Silver September 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the last Friday Business Day of the preceding month, August 2023. Therefore, the End Date for using Comex Silver September 2023 futures will be August 25, 2023 and the Start Date for the next delivery month, Comex Silver December 2023 futures, will be August 26, 2023. The second example, the Comex Silver December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Silver December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Silver December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Silver February 2025 futures, will be November 23, 2024.

(c) SOURCE AGENCY – The Source Agency is Nadex.

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(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Silver Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) DAILY SILVER CALL SPREAD VARIABLE PAYOUT CONTRACTS, 1:25 PM ET CLOSE - At the commencement of trading in a Daily Call Spread Silver Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY SILVER CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 2.00.

B. FLOOR – The Floor shall be X – 2.00.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last Silver price, as reported by the Source Agency, rounded to the nearest .50.

(ii) DAILY SILVER CALL SPREAD CONTRACTS, 1:25 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.00.

(2) CONTRACT 2: The Ceiling shall be X + 1.00; The Floor shall be X – 1.00.

(3) CONTRACT 3: The Ceiling shall be X + 2.00; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last Silver price, as reported by the Source Agency, rounded to the nearest .50.

(iii) INTRADAY SILVER CALL SPREAD CONTRACTS, 8AM ET to 1:25 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 1.50.

(2) CONTRACT 2: The Ceiling shall be X + .075; The Floor shall be X – .075.

(3) CONTRACT 3: The Ceiling shall be X + 1.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last Silver price, as reported by the Source Agency, rounded to the nearest .25.

(iv) INTRADAY 2-HOUR SILVER CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, and 1:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – .50.

(2) CONTRACT 2: The Ceiling shall be X + .25; The Floor shall be X – .25.

(3) CONTRACT 3: The Ceiling shall be X + .50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last Silver price, as reported by the Source Agency, rounded to the nearest .25.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Silver Call Spread Contracts shall be .01.

(g) POSITION LIMIT – The Position Limits for Silver Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Silver Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Silver Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE –The Expiration Value is the price or value of Silver Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Silver Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SFC trade prices and the lowest twenty (20) percent of SFC trade prices from the data set[16], and using the remaining SFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining SFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Silver Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SFC trade prices just prior to the close of trading of the Silver Call Spread Contract removing the highest five (5) SFC trade prices and the lowest five (5) SFC trade prices, and using the remaining fifteen (15) SFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) SFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series. If there are less than 250 SFC trade prices available during a single trading day prior to the issuance of a new Silver Contract Nadex may switch to the next available SFC Delivery Month that provides at least 250 SFC trade prices.

[16] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

RULE 12.6.2 SILVER "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Silver Touch Bracket Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, cents per troy ounce (in US Currency), of Silver obtained from the Silver Futures Contracts ("SFC") traded on the COMEX Division of the New York Mercantile Exchange ("NYMEX"®[17]). The SFC trade prices that will be used to for the Underlying will be taken from the March, May, July, September, or December SFC delivery months (each a "SFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday. For example, the Comex Silver September 2023 futures have an Expiration Date of September 27, 2023. The last day on which the Silver September 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the last Friday Business Day of the preceding month, August 2023. Therefore, the End Date for using Comex Silver September 2023 futures will be August 25, 2023 and the Start Date for the next delivery month, Comex Silver December 2023 futures, will be August 26, 2023. The second example, the Comex Silver December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Silver December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Silver December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Silver February 2025 futures, will be November 23, 2024.

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(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Silver Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY SILVER TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 1:25 PM ET on the last Trade Day of the contract listing, or when the Silver Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.6; The Floor shall be X – 0.15.

(2) CONTRACT 1: The Ceiling shall be X + 0.45; The Floor shall be X – 0.3.

(3) CONTRACT 1: The Ceiling shall be X + 0.3; The Floor shall be X – 0.45.

(4) CONTRACT 1: The Ceiling shall be X + 0.15; The Floor shall be X – 0.6.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 0.25.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.6 (or 0.15) and a Floor of X – 0.15 (or 0.6) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for Silver Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limit for Silver Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Silver Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Silver Touch Bracket Contract Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) SILVER INDEX VALUE – The Source Agency shall calculate and produce a Silver Index Value once each second throughout the life of the Silver Variable Payout contracts. That is, each second the Source Agency will calculate a Silver Index Value by taking all SFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SFC trade prices and the lowest twenty (20) percent of SFC trade prices in the data set[18], and using the remaining SFC trade prices in the data set, to calculate the Index Value. The calculation used is a simple average of the remaining SFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SFC trade prices exceeds the ten (10) seconds just prior to the Calculation Time, the Index Value is calculated by the Source Agency by taking the last twenty-five (25) SFC trade prices just prior to the Calculation Time, removing the highest five (5) SFC trade prices and the lowest five (5) SFC trade prices, and using the remaining fifteen (15) SFC trade prices to calculate the Index Value. The calculation used is a simple average of all fifteen (15) SFC trade prices, rounded to one decimal point past the precision of the underlying market.

[18] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(n) EXPIRATION VALUE – The Expiration Value is the Silver Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.7 SILVER BINARY CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Silver Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price, cents per troy ounce (in US Currency), of Silver obtained from the Silver Futures Contracts ("SFC") traded on the COMEX Division of the New York Mercantile Exchange ("NYMEX"®[19]). The SFC trade prices that will be used to for the Underlying will be taken from the March, May, July, September, or December SFC delivery months (each a "SFC Delivery Month"). The Start and End Date for which Nadex will use a specific delivery month as the Underlying will be set based on the Settlement date of the Underlying futures contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the last Friday Business Day of the month preceding the month of the Underlying futures contracts Expiration Date unless the last Friday business day of the month preceding the month of the Underlying futures contracts Expiration Date is equal to the last business day of the month preceding the month of the Underlying futures contracts Expiration Date then the "End Date" will be the second to last Friday. For example, the Comex Silver September 2023 futures have an Expiration Date of September 27, 2023. The last day on which the Silver September 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the last Friday Business Day of the preceding month, August 2023. Therefore, the End Date for using Comex Silver September 2023 futures will be August 25, 2023 and

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the Start Date for the next delivery month, Comex Silver December 2023 futures, will be August 26, 2023. The second example, the Comex Silver December 2024 futures have an Expiration Date of December 27, 2024. The last day on which the Silver December 2024 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Silver contracts will be the second to last Friday business day of the preceding month, November 2024. Therefore, the End Date for using Comex Silver December 2024 futures will be November 22, 2024, and the Start Date for the next delivery month, Comex Silver February 2025 futures, will be November 23, 2024.[20]

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Silver Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) INTRADAY SILVER BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.06.

(3) NUMBER OF STRIKE LEVELS LISTED - Nine (9) strike levels will be listed for each Intraday Silver Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.01 as reported by the Source Agency. Four (4) strike levels will be

[20] Weekly contracts listed on a Monday during a week containing an Underlying futures rollover date will be listed using the Underlying futures month scheduled to be used to determine the settlement value on the day the contract expires. For example, the End Date for which Nadex will use the Comex Silver March 2014 Underlying futures to determine the settlement value is February 26, 2014. February 26, 2014 is a Wednesday, however, and any Nadex weekly contracts listed for this roll week and expiring on Friday, February 28, 2014, will be listed using the Comex Silver May 2014 futures as its Underlying, as May is the futures month scheduled to be used to determine the Settlement Value of the Nadex weekly contract on its expiration date. Therefore, the Start Date for the Comex Silver May 2014 futures will be Monday, February 24, 2014 for any Nadex weekly contracts listed on this date.

generated above Binary Contract Z at an interval of 0.06, and four (4) strike levels will be generated below Binary Contract Z at an interval of 0.06 (e.g. Z – 0.06; Z; Z + 0.06). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) Nadex may list additional Silver Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Silver Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for Silver Binary Contracts shall be 2,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Silver Binary Contracts for contracted Market Makers shall be 4,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date will be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Silver price is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Silver Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Silver released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Silver Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SFC trade prices and the lowest twenty (20) percent of SFC trade prices from the data set[21], and using the remaining SFC trade prices to calculate the Expiration Value. The calculation used

[21] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

is a simple average of the remaining SFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Silver Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SFC trade prices just prior to the close of trading of the Silver Binary Contract removing the highest five (5) SFC trade prices and the lowest five (5) SFC trade prices, and using the remaining fifteen (15) SFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) SFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series. If there are less than 250 SFC trade prices available during a single trading day prior to the issuance of a new Silver Contract Nadex may switch to the next available SFC Delivery Month that provides at least 250 SFC trade prices.

## RULE 12.8 CRUDE OIL VARIABLE PAYOUT CONTRACTS

### RULE 12.8.1 CRUDE OIL "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Crude Oil Call Spread Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is WTI Light, Sweet Crude Oil price per barrel (in US dollars), obtained from the WTI Light, Sweet Crude Oil Futures contracts ("CFC") traded on the New York Mercantile Exchange ("NYMEX®"[22]). The CFC trade prices that will be used for the Underlying will be taken from all twelve CFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each a "CFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date

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for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Crude Oil March 2012 futures have an Expiration Date of February 21, 2012. The last day on which the Crude Oil March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Crude Oil March 2012 futures will be February 17, 2012 and the Start Date for the next delivery month, Nymex Crude Oil April 2012 futures, will be February 18, 2012. The Nymex Crude Oil November 2012 futures, however, have an Expiration Date of Monday, October 22, 2012. The last day on which the Crude Oil November 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be October 12, 2012, rather than October 19, 2012, and the Start Date for the next delivery month, Nymex Crude Oil December 2012 futures will be October 13, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Crude Oil Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) DAILY CRUDE OIL CALL SPREAD VARIABLE PAYOUT CONTRACTS, 2:30 PM ET CLOSE - At the commencement of trading in a Daily Crude Oil Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY CRUDE OIL CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 5.

B. FLOOR – The Floor shall be X – 5.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 1.

(ii) DAILY CRUDE OIL CALL SPREAD CONTRACTS, 2:30 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 5.

(2) CONTRACT 2: The Ceiling shall be X + 2.50; The Floor shall be X – 2.50.

(3) CONTRACT 3: The Ceiling shall be X + 5; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 1.

(iii) INTRADAY CRUDE OIL CALL SPREAD CONTRACTS, 8AM ET to 2:30 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 3.

(2) CONTRACT 2: The Ceiling shall be X + 1.50; The Floor shall be X – 1.50.

(3) CONTRACT 3: The Ceiling shall be X + 3; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 0.50.

(iv) INTRADAY 2-HOUR CRUDE OIL CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM and 2:00PM ET CLOSE - Nadex shall list a set of five (5) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.75; The Floor shall be X – 2.25.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 1.50.

(3) CONTRACT 3: The Ceiling shall be X + 0.75; The Floor shall be X – 0.75.

(4) CONTRACT 4: The Ceiling shall be X + 1.50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 2.25; The Floor shall be X + 0.75.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(7) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 0.25.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Crude Oil Call Spread Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limits for Crude Oil Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Crude Oil Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Crude Oil Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Crude Oil released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all CFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Crude Oil Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of CFC trade prices

and the lowest twenty (20) percent of CFC trade prices in the data set[23], and using the remaining CFC trade prices in the data set, to calculate the Expiration Value. The calculation used is a simple average of the remaining CFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) CFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Crude Oil Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) CFC trade prices just prior to the close of trading of the Crude Oil Call Spread Contract removing the highest five (5) CFC trade prices and the lowest five (5) CFC trade prices, and using the remaining fifteen (15) CFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) CFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.8.2 CRUDE OIL "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Crude Oil Touch Bracket Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is WTI Light, Sweet Crude Oil price per barrel (in US dollars), obtained from the WTI Light, Sweet Crude Oil Futures contracts ("CFC") traded on the New York Mercantile Exchange ("NYMEX®"[24]). The CFC trade prices that will be used for the Underlying will be taken from all twelve CFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each a "CFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date

[23] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

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for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Crude Oil March 2012 futures have an Expiration Date of February 21, 2012. The last day on which the Crude Oil March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Crude Oil March 2012 futures will be February 17, 2012 and the Start Date for the next delivery month, Nymex Crude Oil April 2012 futures, will be February 18, 2012. The Nymex Crude Oil November 2012 futures, however, have an Expiration Date of Monday, October 22, 2012. The last day on which the Crude Oil November 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be October 12, 2012, rather than October 19, 2012, and the Start Date for the next delivery month, Nymex Crude Oil December 2012 futures will be October 13, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Crude Oil Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CRUDE OIL TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 2:30 PM ET on the last Trade Day of the contract listing, or when the Crude Oil Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 1.2; The Floor shall be X – 0.3.

(2) CONTRACT 1: The Ceiling shall be X + 0.9; The Floor shall be X – 0.6.

(3) CONTRACT 1: The Ceiling shall be X + 0.6; The Floor shall be X – 0.9.

(4) CONTRACT 1: The Ceiling shall be X + 0.3; The Floor shall be X – 1.2.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last Crude Oil price, as reported by the Source Agency, rounded to the nearest 0.25.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 1.2 (or 0.3) and a Floor of X – 0.3 (or 1.2) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for Crude Oil Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limit for Crude Oil Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Crude Oil Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Crude Oil Touch Bracket Contract Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) CRUDE OIL INDEX VALUE – The Source Agency shall calculate and produce a Crude Oil Index Value once each second throughout the life of the Crude Oil Variable Payout contracts. That is, each second the Source Agency will calculate a Crude Oil Index Value by taking all CFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade

prices are captured during the ten (10) second period, removing the highest twenty (20) percent of CFC trade prices and the lowest twenty (20) percent of CFC trade prices in the data set[25], and using the remaining CFC trade prices in the data set, to calculate the Index Value. The calculation used is a simple average of the remaining CFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) CFC trade prices exceeds the ten (10) seconds just prior to the Calculation Time, the Index Value is calculated by the Source Agency by taking the last twenty-five (25) CFC trade prices just prior to the Calculation Time removing the highest five (5) CFC trade prices and the lowest five (5) CFC trade prices, and using the remaining fifteen (15) CFC trade prices to calculate the Index Value. The calculation used is a simple average of all fifteen (15) CFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Crude Oil Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.9 CRUDE OIL BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Crude Oil Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is WTI Light, Sweet Crude Oil price per barrel (in US dollars), obtained from the WTI Light, Sweet Crude Oil Futures contracts ("CFC") traded on the New York Mercantile Exchange ("NYMEX®"[26]). The CFC trade prices that will be used for the Underlying will be taken from all twelve CFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each a "CFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery

[25] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

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month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Crude Oil March 2012 futures have an Expiration Date of February 21, 2012. The last day on which the Crude Oil March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Crude Oil March 2012 futures will be February 17, 2012 and the Start Date for the next delivery month, Nymex Crude Oil April 2012 futures, will be February 18, 2012. The Nymex Crude Oil November 2012 futures, however, have an Expiration Date of Monday, October 22, 2012. The last day on which the Crude Oil November 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Crude Oil contracts will be October 12, 2012, rather than October 19, 2012, and the Start Date for the next delivery month, Nymex Crude Oil December 2012 futures will be October 13, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Crude Oil Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CRUDE OIL BINARY CONTRACTS

(1) EXPIRATION TIME – 2:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 1.00.

(3) NUMBER OF STRIKE LEVELS LISTED - Thirteen (13) strike levels will be listed for each Weekly Crude Oil Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.25 or 0.75 as reported by the Source Agency. Six (6) strike

levels will be generated above Binary Contract W at an interval of 1.00, and six (6) strike levels will be generated below Binary Contract W at an interval of 1.00 (e.g. W – 1.00; W; W + 1.00). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY CRUDE OIL BINARY CONTRACTS

(1) EXPIRATION TIME – 2:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.40.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-three (23) strike levels will be listed for each Daily Crude Oil Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.5 as reported by the Source Agency. Eleven (11) strike levels will be generated above Binary Contract Y at an interval of 0.40, and eleven (11) strike levels will be generated below Binary Contract Y at an interval of 0.40 (e.g. Y – 0.40; Y; Y + 0.40). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY CRUDE OIL BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.2.

(3) NUMBER OF STRIKE LEVELS LISTED - Nine (9) strike levels will be listed for each Intraday Crude Oil Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.01 as reported by the Source Agency. Four (4) strike levels will be

generated above Binary Contract Z at an interval of 0.2, and four (4) strike levels will be generated below Binary Contract Z at an interval of 0.2 (e.g. Z – 0.2; Z; Z + 0.2). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional Crude Oil Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Crude Oil Binary Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the Crude Oil Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Crude Oil Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Crude Oil Binary Contract as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Crude Oil price or level is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Crude Oil Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Crude Oil released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all CFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Crude Oil Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of CFC trade prices and the lowest twenty (20) percent of CFC trade prices in the data set[27], and using the remaining CFC trade prices in the data set, to calculate the Expiration Value. The

[27] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

calculation used is a simple average of the remaining CFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) CFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Crude Oil Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) CFC trade prices just prior to the close of trading of the Crude Oil Binary Contract removing the highest five (5) CFC trade prices and the lowest five (5) CFC trade prices, and using the remaining fifteen (15) CFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) CFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.10 NATURAL GAS VARIABLE PAYOUT CONTRACTS

### RULE 12.10.1 NATURAL GAS "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Natural Gas Call Spread Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Natural Gas price per mmBtu (millions British thermal units, in US dollars), obtained from the Natural Gas Futures contracts ("NFC") traded on the New York Mercantile Exchange ("NYMEX"®).[28] The NFC trade prices that will be used for the Underlying will be taken from all twelve NFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each an "NFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Natural

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Gas February 2012 futures have an Expiration Date of January 27, 2012. The last day on which the Natural Gas February 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Natural Gas February 2012 futures will be January 20, 2012 and the Start Date for the next delivery month, Nymex Natural Gas March 2012 futures, will be January 21, 2012. The Nymex Natural Gas March 2012 futures, however, have an Expiration Date of Monday, February 27, 2012. The last day on which the Natural Gas March 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be February 17, 2012, rather than February 24, 2012, and the Start Date for the next delivery month, Nymex Natural Gas April 2012 futures will be February 18, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Natural Gas Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) DAILY NATURAL GAS CALL SPREAD VARIABLE PAYOUT CONTRACTS, 2:30 PM ET CLOSE - At the commencement of trading in a Daily Natural Gas Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Payout Contract, which conforms to the Payout Criteria listed below:

(1) DAILY NATURAL GAS CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.5.

B. FLOOR – The Floor shall be X – 0.5.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1000.

(2) In each case, "X" equals the last Natural Gas price, as reported by the Source Agency, rounded to the nearest 0.1.

(ii) DAILY NATURAL GAS CALL SPREAD CONTRACTS, 2:30 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.5.

(2) CONTRACT 2: The Ceiling shall be X + 0.25; The Floor shall be X – 0.25.

(3) CONTRACT 3: The Ceiling shall be X + 0.5; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1000.

(5) In each case, "X" equals the last Natural Gas price, as reported by the Source Agency, rounded to the nearest 0.1.

(iii) INTRADAY NATURAL GAS CALL SPREAD CONTRACTS, 8AM ET to 2:30 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.4.

(2) CONTRACT 2: The Ceiling shall be X + 0.2; The Floor shall be X – 0.2.

(3) CONTRACT 3: The Ceiling shall be X + 0.4; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1000.

(5) In each case, "X" equals the last Natural Gas price, as reported by the Source Agency, rounded to the nearest 0.1.

(iv) INTRADAY 2-HOUR NATURAL GAS CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM and 2:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.2.

(2) CONTRACT 2: The Ceiling shall be X + 0.1; The Floor shall be X – 0.1.

(3) CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1000.

(5) In each case, "X" equals the last Natural Gas price, as reported by the Source Agency, rounded to the nearest 0.05.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Natural Gas Call Spread Contracts shall be 0.001.

(g) POSITION LIMIT – The Position Limits for Natural Gas Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Natural Gas Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date for this Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Natural Gas Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE –The Expiration Value is the price or value of Natural Gas Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Natural Gas Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NFC trade prices and the lowest twenty (20) percent of NFC trade prices in the data set[29], and using the remaining NFC trade prices in the data set, to calculate the Expiration Value. The calculation used is a simple average of all the remaining NFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NFC trade prices exceeds the ten (10) seconds just prior to the

[29] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

close of trading of the Natural Gas Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NFC trade prices just prior to the close of trading of the Natural Gas Call Spread Contract removing the highest five (5) NFC trade prices and the lowest five (5) NFC trade prices, and using the remaining fifteen (15) NFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.10.2 NATURAL GAS "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Natural Gas Touch Bracket Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Natural Gas price per mmBtu (millions British thermal units, in US dollars), obtained from the Natural Gas Futures contracts ("NFC") traded on the New York Mercantile Exchange ("NYMEX"®).[30] The NFC trade prices that will be used for the Underlying will be taken from all twelve NFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each an "NFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Natural Gas February 2012 futures have an Expiration Date of January 27, 2012. The last day on which the Natural Gas February 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Natural Gas February

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2012 futures will be January 20, 2012 and the Start Date for the next delivery month, Nymex Natural Gas March 2012 futures, will be January 21, 2012. The Nymex Natural Gas March 2012 futures, however, have an Expiration Date of Monday, February 27, 2012. The last day on which the Natural Gas March 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be February 17, 2012, rather than February 24, 2012, and the Start Date for the next delivery month, Nymex Natural Gas April 2012 futures will be February 18, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Natural Gas Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY NATURAL GAS TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 2:30 PM ET on the last Trade Day of the contract listing, or when the Natural Gas Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.20; The Floor shall be X – 0.05.

(2) CONTRACT 1: The Ceiling shall be X + 0.15; The Floor shall be X – 0.10.

(3) CONTRACT 1: The Ceiling shall be X + 0.10; The Floor shall be X – 0.15.

(4) CONTRACT 1: The Ceiling shall be X + 0.05; The Floor shall be X – 0.20.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last Natural Gas price, as reported by the Source Agency, rounded to the nearest 0.25.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.20 (or 0.05) and a Floor of X – 0.05 (or 0.20)

where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for Natural Gas Touch Bracket Variable Payout Contracts shall be 0.001.

(g) POSITION LIMIT – The Position Limit for Natural Gas Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Natural Gas Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Natural Gas Touch Bracket Contract Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) NATURAL GAS INDEX VALUE – The Source Agency shall calculate and produce a Natural Gas Index Value once each second throughout the life of the Natural Gas Variable Payout contracts. That is, each second the Source Agency will calculate a Natural Gas Index Value by taking all NFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SFC trade prices and the lowest twenty (20) percent of NFC trade prices in the data set[31], and using the remaining NFC trade prices in the data set, to calculate the Index Value. The calculation used is a simple average of the remaining NFC trade prices in the data set, rounded to one decimal point past the

[31] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NFC trade prices exceeds the ten (10) seconds just prior to the Calculation Time, the Index Value is calculated by the Source Agency by taking the last twenty-five (25) NFC trade prices just prior to the Calculation Time, removing the highest five (5) NFC trade prices and the lowest five (5) NFC trade prices, and using the remaining fifteen (15) NFC trade prices to calculate the Index Value. The calculation used is a simple average of all fifteen (15) NFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Natural Gas Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.11 NATURAL GAS BINARY CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Natural Gas Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Natural Gas price per mmBtu (millions British thermal units, in US dollars), obtained from the Physical Natural Gas Futures contracts ("NFC") traded on the New York Mercantile Exchange ("NYMEX"®[32]). The NFC trade prices that will be used for the Underlying will be taken from all twelve NFC delivery months: January, February, March, April, May, June, July, August, September, October, November, or December (each an "NFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. If the Underlying futures contracts Expiration Date falls on a Monday, the End Date for that specific delivery month will be the Friday of the week preceding the week of the Underlying futures contracts Expiration Date, i.e. not the Friday that is one Business Day prior to the Monday Expiration Date. For example, the Nymex Natural Gas February 2012 futures have an Expiration Date of January 27, 2012. The last day on which the Natural Gas February 2012 futures prices will be used as the

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Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be the Friday of the preceding week. Therefore, the End Date for using Nymex Natural Gas February 2012 futures will be January 20, 2012 and the Start Date for the next delivery month, Nymex Natural Gas March 2012 futures, will be January 21, 2012. The Nymex Natural Gas March 2012 futures, however, have an Expiration Date of Monday, February 27, 2012. The last day on which the Natural Gas March 2012 futures prices will be as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Natural Gas contracts will be February 17, 2012, rather than February 24, 2012, and the Start Date for the next delivery month, Nymex Natural Gas April 2012 futures will be February 18, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Natural Gas Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY NATURAL GAS BINARY CONTRACTS

(1) EXPIRATION TIME – 2:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.10.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Weekly Natural Gas Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.250 or 0.750 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.20, and six (6) strike levels will be generated below Binary Contract W at an interval of 0.20 (e.g. W – 0.20; W; W + 0.20). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY NATURAL GAS BINARY CONTRACTS

(1) EXPIRATION TIME – 2:30PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.04.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Daily Natural Gas Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.1 as reported by the Source Agency. Seven (7) strike levels will be generated above Binary Contract Y at an interval of 0.06, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 0.06 (e.g. Y – 0.06; Y; Y + 0.06). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY NATURAL GAS BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.005.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday Natural Gas Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.01 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Z at an interval of 0.01, and four (4) strike levels will be generated below Binary Contract Z at an interval of 0.01 (e.g. Z – 0.01; Z; Z + 0.01). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional Natural Gas Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Natural Gas Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for Natural Gas Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Natural Gas Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date will be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Natural Gas Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Natural Gas Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Natural Gas released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Natural Gas Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NFC trade prices and the lowest twenty (20) percent of NFC trade prices in the data set[33], and using the remaining NFC trade prices in the data set, to calculate the Expiration Value. The calculation used is a simple average of all the remaining NFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Natural Gas Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NFC trade prices just prior to the close of trading of the Natural Gas Binary Contract removing the highest five (5) NFC trade prices and the lowest five (5) NFC trade prices, and using the remaining fifteen (15) NFC trade prices to calculate the Expiration Value. The calculation used is a simple average

[33] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

of all fifteen (15) NFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.12 – 12.22 [RESERVED]

12.23 CRONOS (CRO) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the CRONOS (CRO) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot CRO cryptocurrency commodity bid/ask midpoint prices as reported in the Lukka Inc. (the Lukka Data Feed ("LDF"), herein referred to as "U-CRO", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the CRO Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY CRO TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the CRO Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1.

CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2.

CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3.

CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-CRO value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the CRO Touch Bracket Variable Payout Contracts shall be 0.00005 and the Tick Value shall be $1.00.

(g) POSITION LIMIT – The Position Limit for the CRO Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the CRO Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the CRO Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) CRO INDEX VALUE – The Source Agency shall calculate and produce an CRO Index Value once each second throughout the life of the CRO Touch Bracket Contracts. That is, each second the Source Agency will calculate a CRO Index Value by taking by taking all U-CRO bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask

midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-CRO bid/ask midpoint prices and the lowest twenty (20) percent of U-CRO bid/ask midpoint prices from the data set[34], and using the remaining U-CRO bid/ask midpoint prices to calculate the CRO Index Value for that second. The calculation used is a simple average of the remaining U-CRO bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-CRO bid/ask midpoint prices exceeds the sixty (60) second period, the CRO Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-CRO bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-CRO bid/ask midpoint prices and the lowest five (5) U-CRO bid/ask midpoint prices, and using the remaining fifteen (15) U-CRO bid/ask midpoint prices to calculate the CRO Index Value. The calculation used is a simple average of all fifteen (15) U-CRO bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the CRO Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.24 BITCOIN CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Bitcoin Cryptocurrency ("Bitcoin") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot bitcoin cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and

[34] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

ICE® Cryptocurrency Data[35] aggregated by Blockstream® Corporation[36] and distributed by ICE Data® Connectivity and Feeds, Inc.[37], herein referred to as "U-BIT", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Bitcoin Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY BITCOIN TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the Bitcoin Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 400; The Floor shall be X – 100.

(2) CONTRACT 2: The Ceiling shall be X + 300; The Floor shall be X – 200.

(3) CONTRACT 3: The Ceiling shall be X + 200; The Floor shall be X – 300.

(4) CONTRACT 4: The Ceiling shall be X + 100; The Floor shall be X – 400.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

[35] ICE® is a registered mark of IntercontinentalExchange, Inc. ("ICE"). Nadex is not affiliated with ICE or ICE Data Connectivity and Feeds, Inc., and the Bitcoin Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by ICE or ICE Data Connectivity and Feeds, Inc. in any way.

[36] Blockstream® is a registered mark of Blockstream Corporation ("Blockstream"). Nadex is not affiliated with Blockstream and the Bitcoin Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by Blockstream.

[37] ICE® is a registered mark of IntercontinentalExchange, Inc. ("ICE") and ICE Data® is a registered mark of Intercontinental Exchange Holdings, Inc ("ICE Holdings"). Nadex is not affiliated with ICE, ICE Holdings, or ICE Data Connectivity and Feeds, Inc., and the Bitcoin Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by ICE, Ice Holdings, or ICE Data Connectivity and Feeds, Inc. in any way.

(6) In each case, "X" equals the last U-BIT value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 400 (or 100) and a Floor of X – 100 (or 400) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the Bitcoin Touch Bracket Variable Payout Contracts shall be 1.

(g) POSITION LIMIT –The Position Limit for the Bitcoin Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Bitcoin Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Bitcoin Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) BITCOIN INDEX VALUE – The Source Agency shall calculate and produce a Bitcoin Index Value once each second throughout the life of the Bitcoin Touch Bracket Contracts. That is, each second the Source Agency will calculate a Bitcoin Index Value by taking by taking U-BIT midpoints between the bid/ask spread occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) midpoints between the bid/ask spread are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BIT trade prices and the lowest twenty (20) percent of U-BIT midpoints between the bid/ask

spread from the data set[38], and using the remaining U-BIT midpoints between the bid/ask spread to calculate the Bitcoin Index Value for that second. The calculation used is a simple average of the remaining U-BIT midpoints between the bid/ask spread in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BIT midpoints between the bid/ask spread exceeds the sixty (60) second period, the Bitcoin Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BIT midpoints between the bid/ask spread just prior to the Calculation Time, removing the highest five (5) U-BIT midpoints between the bid/ask spread and the lowest five (5) U-BIT midpoints between the bid/ask spread, and using the remaining fifteen (15) U-BIT midpoints between the bid/ask spread to calculate the Bitcoin Index Value. The calculation used is a simple average of all fifteen (15) U-BIT midpoints between the bid/ask spread, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Bitcoin Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.25 ETHER CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Ether Cryptocurrency ("Ether") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Ether cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and ICE® Cryptocurrency Data[39], aggregated by Blockstream® Corporation[40] and

[38] If 20% of the data set would result in a non-integer number of midpoints between the bid/ask spread, the number of midpoints between the bid/ask spread to be removed from the set will be rounded down. For example, if the number of midpoints between the bid/ask spread collected during the last 60 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 midpoints between the bid/ask spread As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest midpoints between the bid/ask spread will be removed from the data set.

[39] ICE® is a registered mark of IntercontinentalExchange, Inc. ("ICE"). Nadex is not affiliated with ICE or ICE Data Connectivity and Feeds, Inc., and the Ether Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by ICE or ICE Data Connectivity and Feeds, Inc. in any way.

[40] Blockstream® is a registered mark of Blockstream Corporation ("Blockstream"). Nadex is not affiliated with Blockstream and the Ether Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by Blockstream.

distributed by ICE Data® Connectivity and Feeds, Inc.[41], herein referred to as "U-ETH", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Ether Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY ETHER TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the Contract listing, or (b) when the Ether Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 80; The Floor shall be X - 20.

(2) CONTRACT 2: The Ceiling shall be X + 60; The Floor shall be X – 40.

(3) CONTRACT 3: The Ceiling shall be X + 40; The Floor shall be X - 60.

(4) CONTRACT 4: The Ceiling shall be X + 20; The Floor shall be X – 80.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 2.50.

(6) In each case, "X" equals the last U-ETH value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 80 (or 20) and a Floor of X – 20 (or 80) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

[41] ICE® is a registered mark of IntercontinentalExchange, Inc. ("ICE") and ICE Data® is a registered mark of Intercontinental Exchange Holdings, Inc ("ICE Holdings"). Nadex is not affiliated with ICE, ICE Holdings, or ICE Data Connectivity and Feeds, Inc., and the Ether Cryptocurrency "Touch Bracket" Variable Payout Contracts are not sponsored, endorsed, sold or promoted by ICE, ICE Holdings, or ICE Data Connectivity and Feeds, Inc. in any way.

(f) MINIMUM TICK –The Minimum Tick size for the Ether Touch Bracket Variable Payout Contracts shall be 1.

(g) POSITION LIMIT –The Position Limit for the Ether Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Ether Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Ether Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) ETHER INDEX VALUE – The Source Agency shall calculate and produce a Ether Index Value once each second throughout the life of the Ether Touch Bracket Contracts. That is, each second the Source Agency will calculate a Ether Index Value by taking by taking all U-ETH midpoints between the bid/ask spread occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) midpoints between the bid/ask spread are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-ETH midpoints between the bid/ask spread and the lowest twenty (20) percent of U-ETH midpoints between the bid/ask spread from the data set[42], and using the remaining U-ETH midpoints between the bid/ask spread to calculate the Ether Index Value for that second. The calculation used is a simple average of the remaining U-ETH midpoints between the bid/ask spread in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-ETH midpoints between the

[42] If 20% of the data set would result in a non-integer number of midpoints between the bid/ask spread, the number of midpoints between the bid/ask spread to be removed from the set will be rounded down. For example, if the number of midpoints between the bid/ask spread collected during the last 60 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 midpoints between the bid/ask spread. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest midpoints between the bid/ask spread will be removed from the data set.

bid/ask spread exceeds the sixty (60) second period, the Ether Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-ETH midpoints between the bid/ask spread just prior to the Calculation Time, removing the highest five (5) U-ETH midpoints between the bid/ask spread and the lowest five (5) U-ETH midpoints between the bid/ask spread, and using the remaining fifteen (15) U-ETH midpoints between the bid/ask spread to calculate the Ether Index Value. The calculation used is a simple average of all fifteen (15) U-ETH midpoints between the bid/ask spread, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Ether Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.26 CURRENCY EXCHANGE AUD/USD VARIABLE PAYOUT CONTRACTS

### RULE 12.26.1 CURRENCY EXCHANGE AUD/USD "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/USD ("AUD/USD") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian dollar/US dollar, herein referred to as "AUD/USD" as quoted in US dollars per Australian dollar obtained from the spot AUD/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the AUD/USD Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) WEEKLY AUD/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly AUD/USD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY AUD/USD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY AUD/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly AUD/USD Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) DAILY AUD/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE - At the commencement of trading in a Daily AUD/USD Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to one of the Payout Criteria listed below:

(1) DAILY AUD/USD CALL SPREAD CONTRACT:

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY AUD/USD CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) INTRADAY AUD/USD CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0200.

(2) CONTRACT 2: The Ceiling shall be X + 0.0100; The Floor shall be X – 0.0100

(3) CONTRACT 3: The Ceiling shall be X + 0.0200; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vi) INTRADAY 2-HOUR AUD/USD CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s)

above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0100.

(2) CONTRACT 2: The Ceiling shall be X + 0.0050; The Floor shall be X – 0.0050

(3) CONTRACT 3: The Ceiling shall be X + 0.0100; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for AUD/USD Call Spread Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for AUD/USD Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AUD/USD Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the AUD/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of AUD/USD Index Value released by the Source Agency at Expiration on the Expiration Date. The

Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the AUD/USD Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[43], using the remaining AUD/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the AUD/USD Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.26.2 CURRENCY EXCHANGE AUD/USD "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/USD ("AUD/USD") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian dollar/US dollar, herein referred to as "AUD/USD" as quoted in US dollars per Australian dollar obtained from the spot AUD/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the AUD/USD

[43] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY AUD/USD TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 3:00PM ET on the Last Trade Day of the contract listing, or (b) when the AUD/USD Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0080; The Floor shall be X-0.0020.

(2) CONTRACT 2: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0040.

(3) CONTRACT 3: The Ceiling shall be X + 0.0040; The Floor shall be X-0.0060.

(4) CONTRACT 4: The Ceiling shall be X + 0.0020; The Floor shall be X – 0.0080.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(6) In each case, "X" equals the last AUD/USD price, as reported by the Source Agency, rounded to the nearest 0.0001.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0080 (or 0.0020) and a Floor of X – 0.0020 (or 0.0080) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the AUD/USD Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limit for AUD/USD Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AUD/USD Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the AUD/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) AUD/USD INDEX VALUE – The Source Agency shall calculate and produce a AUD/USD Index Value once each second throughout the life of the AUD/USD Variable Payout contracts. That is, each second the Source Agency will calculate a AUD/USD Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[44], using the remaining AUD/USD Midpoints to calculate the AUD/USD Index Value for that second. The calculation used is a simple average of the remaining AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the AUD/USD Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/USD Midpoints to calculate the AUD/USD Index Value. The calculation used is a simple average of all four (4) AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the AUD/USD Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source

[44] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.27 CURRENCY EXCHANGE AUD/USD BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/USD ("AUD/USD") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian dollar/US dollar herein referred to as "AUD/USD" as quoted in U.S. dollars per Australian dollar obtained from the spot AUD/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the AUD/USD Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY AUD/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly AUD/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.0050 (e.g. W – 0.0050; W; W + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY AUD/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 AM, 7 AM, 11 AM, 3 PM, 7 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.002.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Daily AUD/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0020 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.0012, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.0012 (e.g. X – 0.0012; X; X + 0.0012). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY 2-HOUR AUD/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 8 PM, 9 PM, 10 PM, 11 PM, 12 AM, 1 AM, 2 AM, 3 AM, 4 AM, 5 AM, 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 11 AM, 12 PM, 1 PM , 2 PM, 3 PM, 4 PM, 5 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0004.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour AUD/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000, 0.0002, 0.0004, 0.0006, or 0.0008 as reported by the Source Agency. Nine (9) strike levels will be generated above Binary Contract Y at an interval of 0.0004, and nine (9) strike levels will be generated below Binary Contract Y at an interval of 0.0004 (e.g. Y – 0.0004; Y; Y + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE AUD/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0002.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute AUD/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0001, 0.0003, 0.0005, 0.0007, or 0.0009 as reported by the Source Agency. For expirations occurring between 6:05pm ET and 8:05am ET and between 12:10pm ET and 5:00pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0002, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0002 (e.g. Z – 0.0002; Z; Z + 0.0002). The Contract will have a Payout Criterion of greater than the strike level value. For expirations occurring between 8:10am ET and 12:05pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0004, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0004 (e.g. Z – 0.0004; Z; Z + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional AUD/USD Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for AUD/USD Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for AUD/USD Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AUD/USD Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the AUD/USD Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the AUD/USD number as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the AUD/USD number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money AUD/USD Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of AUD/USD released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the AUD/USD Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[45], using the remaining AUD/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the AUD/USD Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/USD Midpoints to calculate the Expiration Value. The calculation used is a

[45] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

simple average of all four (4) AUD/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.28 CURRENCY EXCHANGE EUR/USD VARIABLE PAYOUT CONTRACTS

RULE 12.28.1 CURRENCY EXCHANGE EUR/USD "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/USD ("EUR/USD") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/US dollar, herein referred to as "EUR/USD" as quoted in US dollars per Euro obtained from the spot EUR/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/USD Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/USD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY EUR/USD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY EUR/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/USD Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) EUR/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE - At the commencement of trading in a Daily EUR/USD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to one of the Payout Criteria listed below:

(1) DAILY EUR/USD CALL SPREAD CONTRACT:

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY EUR/USD CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) INTRADAY EUR/USD CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vi) INTRADAY 2-HOUR EUR/USD CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0100.

(2) CONTRACT 2: The Ceiling shall be X + 0.0050; The Floor shall be X – 0.0050

(3) CONTRACT 3: The Ceiling shall be X + 0.0100; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/USD Call Spread Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for EUR/USD Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/USD Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/USD Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/USD Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[46], using the remaining EUR/USD Midpoints to calculate the Expiration Value. The calculation used is a simple

[46] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

average of the remaining EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/USD Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.28.2 CURRENCY EXCHANGE EUR/USD "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/USD ("EUR/USD") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/US dollar, herein referred to as "EUR/USD" as quoted in US dollars per Euro obtained from the spot EUR/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/USD Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/USD TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 3:00PM ET on the Last Trade Day of the contract listing, or (b) when the EUR/USD Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0080; The Floor shall be X-0.0020.

(2) CONTRACT 2: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0040.

(3) CONTRACT 3: The Ceiling shall be X + 0.0040; The Floor shall be X-0.0060.

(4) CONTRACT 4: The Ceiling shall be X + 0.0020; The Floor shall be X – 0.0080.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(ii) In each case, "X" equals the last EUR/USD price, as reported by the Source Agency, rounded to the nearest 0.0001.

(iii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0080 (or 0.0020) and a Floor of X – 0.0020 (or 0.0080) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the EUR/USD Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limit for EUR/USD Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/USD Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The

Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EUR/USD INDEX VALUE – The Source Agency shall calculate and produce a EUR/USD Index Value once each second throughout the life of the EUR/USD Variable Payout contracts. That is, each second the Source Agency will calculate a EUR/USD Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[47], using the remaining EUR/USD Midpoints to calculate the EUR/USD Index Value for that second. The calculation used is a simple average of the remaining EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the EUR/USD Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/USD Midpoints to calculate the EUR/USD Index Value. The calculation used is a simple average of all four (4) EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the EUR/USD Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.29 CURRENCY EXCHANGE EUR/USD BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/USD ("EUR/USD") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/US dollar herein referred to as "EUR/USD" as quoted in U.S. dollars per Euro obtained from the spot EUR/USD foreign currency market.

[47] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the EUR/USD Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED - Fourteen (14) strike levels will be listed for each Weekly EUR/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.0050 (e.g. W – 0.0050; W; W + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY EUR/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 AM, 7 AM, 11 AM, 3 PM, 7 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.002.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Daily EUR/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be

measured in U.S. cents rounded to the nearest value ending in 0.0020 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.0012, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.0012 (e.g. X – 0.0012; X; X + 0.0012). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY 2-HOUR EUR/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 8 PM, 9 PM, 10 PM, 11 PM, 12 AM, 1 AM, 2 AM, 3 AM, 4 AM, 5 AM, 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 11 AM, 12 PM, 1 PM, 2 PM, 3 PM, 4 PM, 5 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0004.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour EUR/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000, 0.0002, 0.0004, 0.0006, or 0.0008 as reported by the Source Agency. Nine (9) strike levels will be generated above Binary Contract Y at an interval of 0.0004, and nine (9) strike levels will be generated below Binary Contract Y at an interval of 0.0004 (e.g. Y – 0.0004; Y; Y + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE EUR/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0002.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute EUR/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0001, 0.0003, 0.0005, 0.0007, or 0.0009 as reported by the Source Agency. For expirations occurring between 6:05pm ET and 8:05am ET and between 12:10pm ET and 5:00pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0002, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0002 (e.g. Z – 0.0002; Z; Z + 0.0002). The Contract will have a Payout Criterion of greater than the strike level value. For expirations occurring between 8:10am ET and 12:05pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0004, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0004 (e.g. Z – 0.0004; Z; Z + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional EUR/USD Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/USD Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for EUR/USD Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/USD Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the EUR/USD Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the EUR/USD number as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the EUR/USD number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money EUR/USD Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/USD released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/USD Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[48], using the remaining EUR/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/USD Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) EUR/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.30 CURRENCY EXCHANGE GBP/USD VARIABLE PAYOUT CONTRACTS

### RULE 12.30.1 CURRENCY EXCHANGE GBP/USD "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

[48] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/USD ("GBP/USD") Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/ US dollar, herein referred to as "GBP/USD" as quoted in US dollars per British Pound obtained from the spot GBP/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the GBP/USD Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GBP/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly GBP/USD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY GBP/USD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY GBP/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly GBP/USD Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) DAILY GBP/USD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE SPREAD - At the commencement of trading in a Daily USD/USD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to one of the Payout Criteria listed below:

(1) DAILY GBP/USD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY GBP/USD CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) INTRADAY GBP/USD CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE - Nadex shall list a

set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0300.

(2) CONTRACT 2: The Ceiling shall be X + 0.0150; The Floor shall be X – 0.0150

(3) CONTRACT 3: The Ceiling shall be X + 0.0300; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vi) INTRADAY 2-HOUR GBP/USD CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0150.

(2) CONTRACT 2: The Ceiling shall be X + 0.0075; The Floor shall be X – 0.0075.

(3) CONTRACT 3: The Ceiling shall be X + 0.0150; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for GBP/USD Call Spread Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for GBP/USD Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/USD Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series shall be the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the GBP/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of GBP/USD Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the GBP/USD Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[49], using the remaining GBP/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the GBP/USD Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

[49] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.30.2 CURRENCY EXCHANGE GBP/USD "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/USD ("GBP/USD") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/ US dollar, herein referred to as "GBP/USD" as quoted in US dollars per British Pound obtained from the spot GBP/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the GBP/USD Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GBP/USD TOUCH BRACKET Variable Payout CONTRACTS, Expiration is the earlier of 3:00PM ET on the Last Trade Day of the contract listing, or when the GBP/USD Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0080; The Floor shall be X-0.0020.

(2) CONTRACT 2: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0040.

(3) CONTRACT 3: The Ceiling shall be X + 0.0040; The Floor shall be X – 0.0060.

(4) CONTRACT 4: The Ceiling shall be X + 0.0020; The Floor shall be X – 0.0080.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(6) In each case, "X" equals the last GBP/USD price, as reported by the Source Agency, rounded to the nearest 0.0001.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0080 (or 0.0020) and a Floor of X – 0.0020 (or 0.0080) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for GBP/USD Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limit for GBP/USD Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/USD Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the GBP/USD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) GBP/USD INDEX VALUE – The Source Agency shall calculate and produce a GBP/USD Index Value once each second throughout the life of the GBP/USD Variable Payout contracts. That is, each second the Source Agency will calculate a GBP/USD Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty

(30) percent of Midpoints from the data set[50], using the remaining GBP/USD Midpoints to calculate the GBP/USD Index Value for that second. The calculation used is a simple average of the remaining GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the GBP/USD Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/USD Midpoints to calculate the GBP/USD Index Value. The calculation used is a simple average of all four (4) GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the GBP/USD Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.31 CURRENCY EXCHANGE GBP/USD BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/USD ("GBP/USD") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/US dollar herein referred to as "GBP/USD" as quoted in US dollars per British Pound obtained from the spot GBP/USD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the GBP/USD Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GBP/USD BINARY CONTRACTS

[50] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly GBP/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.0050 (e.g. W – 0.0050; W; W + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY GBP/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 AM, 7 AM, 11 AM, 3 PM, 7 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.004.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Daily GBP/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0020 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.0020, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.0020 (e.g. X – 0.0020; X; X + 0.0020). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY 2-HOUR GBP/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 8 PM, 9 PM, 10 PM, 11 PM, 12 AM, 1 AM, 2 AM, 3 AM, 4 AM, 5 AM, 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 11 AM, 12 PM, 1 PM , 2 PM, 3 PM, 4 PM, 5 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0008.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour GBP/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000, 0.0002, 0.0004, 0.0006, or 0.0008 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Y at an interval of 0.0010, and four (4) strike levels will be generated below Binary Contract Y at an interval of 0.0010 (e.g. Y – 0.0010; Y; Y + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE GBP/USD BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 Minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0002.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute GBP/USD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0001, 0.0003, 0.0005, 0.0007, or 0.0009 as reported by the Source Agency. For expirations occurring between 6:05pm ET and 8:05am ET and between 12:10pm ET and 5:00pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0002, and two (2) strike levels will be generated below Binary

Contract Z at an interval of 0.0002 (e.g. Z – 0.0002; Z; Z + 0.0002). The Contract will have a Payout Criterion of greater than the strike level value. For expirations occurring between 8:10am ET and 12:05pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0004, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0004 (e.g. Z – 0.0004; Z; Z + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional GBP/USD Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for GBP/USD Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for GBP/USD Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/USD Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the GBP/USD Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the GBP/USD number is scheduled to be released.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the GBP/USD number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money GBP/USD Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of GBP/USD released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the GBP/USD Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[51], using the remaining GBP/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the GBP/USD Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/USD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) GBP/USD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.32 CURRENCY EXCHANGE USD/CAD VARIABLE PAYOUT CONTRACTS

### RULE 12.32.1 CURRENCY EXCHANGE USD/CAD "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CAD ("USD/CAD") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US the US Dollar/ Canadian Dollar, herein referred to as "USD/CAD" as quoted in US dollars per Canadian Dollar obtained from the spot USD/CAD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

[51] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/CAD Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) WEEKLY USD/CAD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/CAD Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY USD/CAD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY USD/CAD CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/CAD Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) DAILY USD/CA CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE SPREAD – At the commencement of trading in a Daily USD/CAD Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY USD/CAD CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY USD/CAD CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) INTRADAY USD/CAD CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, 7:00AM to 3:00PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 0.0200.

(2) CONTRACT 2: The Ceiling shall be X + 0.0100; The Floor shall be X – 0.0100

(3) CONTRACT 3: The Ceiling shall be X + 0.0200; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vi) INTRADAY 2-HOUR USD/CAD CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0100.

(2) CONTRACT 2: The Ceiling shall be X + 0.0050; The Floor shall be X – 0.0050

(3) CONTRACT 3: The Ceiling shall be X + 0.0100; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/CAD Call Spread Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for USD/CAD Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CAD Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/CAD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/CAD Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/CAD Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[52], using the remaining USD/CAD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/CAD Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CAD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

[52] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

RULE 12.32.2 CURRENCY EXCHANGE USD/CAD "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CAD ("USD/CAD") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – Underlying for this Class of Contracts is the US the US Dollar/ Canadian Dollar, herein referred to as "USD/CAD" as quoted in US dollars per Canadian Dollar obtained from the spot USD/CAD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/CAD Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/CAD TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 3:00PM ET on the Last Trade Day of the contract listing, or (b) when the USD/CAD Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0080; The Floor shall be X – 0.0020.

(2) CONTRACT 2: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0040.

(3) CONTRACT 3: The Ceiling shall be X + 0.0040; The Floor shall be X – 0.0060.

(4) CONTRACT 4: The Ceiling shall be X + 0.0020; The Floor shall be X – 0.0080.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(6) In each case, "X" equals the last USD/CAD price, as reported by the Source Agency, rounded to the nearest 0.0001.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0080 (or 0.0020) and a Floor of X – 0.0020 (or 0.0080) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the USD/CAD Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT –The Position Limit for USD/CAD Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CAD Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/CAD Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) USD/CAD INDEX VALUE – The Source Agency shall calculate and produce a USD/CAD Index Value once each second throughout the life of the USD/CAD Variable Payout contracts. That is, each second the Source Agency will calculate a USD/CAD Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[53], using the remaining USD/CAD Midpoints to calculate the USD/CAD Index Value for that second. The calculation

[53] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

used is a simple average of the remaining USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the USD/CAD Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CAD Midpoints to calculate the USD/CAD Index Value. The calculation used is a simple average of all four (4) USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the USD/CAD Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.33 CURRENCY EXCHANGE USD/CAD BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CAD ("USD/CAD") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US Dollar/ Canadian Dollar herein referred to as "USD/CAD" as quoted in Canadian Dollars per US dollars obtained from the spot USD/CAD foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the USD/CAD Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/CAD BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly USD/CAD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.0050 (e.g. W – 0.0050; W; W + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY USD/CAD BINARY CONTRACTS

(1) EXPIRATION TIME – 7 AM, 3 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0010.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily USD/CAD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.000, 0.0020, 0.0040, 0.0060, or 0.0080 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.0010, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.0010 (e.g. X – 0.0010; X; X + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY USD/CAD BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM, 1PM, 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0010.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday USD/CAD Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0002, 0.0004, 0.0007, or 0.0009 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Y at an interval of 0.0010, and four (4) strike levels will be generated below Binary Contract Y at an interval of 0.0010 (e.g. Y – 0.0010; Y; Y + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE USD/CAD BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0005.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute USD/CAD Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0001, 0.0006, 0.0003, or 0.0008 as reported by the Source Agency. Two (2) strike levels will be generated above Binary Contract Z at an interval of 0.0005, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.0005 (e.g. Z – 0.0005; Z; Z + 0.0005). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional USD/CAD Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations

(f) MINIMUM TICK – The Minimum Tick size for the USD/CAD Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for USD/CAD Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CAD Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the USD/CAD Settlement Price is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the USD/CAD Settlement Price is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value for an in the money USD/CAD Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/CAD released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/CAD Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[54], using the remaining USD/CAD Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10)

[54] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/CAD Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CAD Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/CAD Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.34 CURRENCY EXCHANGE USD/CHF VARIABLE PAYOUT CONTRACTS

### RULE 12.34.1 CURRENCY EXCHANGE USD/CHF "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CHF ("USD/CHF") Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Swiss Franc, herein referred to as "USD/CHF" as quoted in the Swiss Franc per US dollars obtained from the spot USD/CHF foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/CHF Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/CHF CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/CHF Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY USD/CHF CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY USD/CHF CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/CHF Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) DAILY USD/CHF CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Daily USD/CHF Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY USD/CHF CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY USD/CHF CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) INTRADAY USD/CHF CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, 7:00AM to 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0200.

(2) CONTRACT 2: The Ceiling shall be X + 0.0100; The Floor shall be X – 0.0100

(3) CONTRACT 3: The Ceiling shall be X + 0.0200; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vi) INTRADAY 2-HOUR USD/CHF CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0100.

(2) CONTRACT 2: The Ceiling shall be X + 0.0050; The Floor shall be X – 0.0050

(3) CONTRACT 3: The Ceiling shall be X + 0.0100; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0010.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/CHF Call Spread Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for USD/CHF Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CHF Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level. Date.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/CHF Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/CHF Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/CHF Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty

(30) percent of Midpoints from the data set[55], using the remaining USD/CHF Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/CHF Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CHF Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.34.2 CURRENCY EXCHANGE USD/CHF "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CHF ("USD/CHF") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Swiss Franc, herein referred to as "USD/CHF" as quoted in the Swiss Franc per US dollars obtained from the spot USD/CHF foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/CHF Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/CHF TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract

[55] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

listing, or when the USD/CHF Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0080; The Floor shall be X – 0.0020.

(2) CONTRACT 2: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0040.

(3) CONTRACT 3: The Ceiling shall be X + 0.0040; The Floor shall be X – 0.0060.

(4) CONTRACT 4: The Ceiling shall be X + 0.0020; The Floor shall be X – 0.0080.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(6) In each case, "X" equals the last USD/CHF price, as reported by the Source Agency, rounded to the nearest 0.0001.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0080 (or 0.0020) and a Floor of X – 0.0020 (or 0.0080) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the USD/CHF Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limit for USD/CHF Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CHF Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/CHF Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) USD/CHF INDEX VALUE – The Source Agency shall calculate and produce a USD/CHF Index Value once each second throughout the life of the USD/CHF Variable Payout contracts. That is, each second the Source Agency will calculate a USD/CHF Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[56], using the remaining USD/CHF Midpoints to calculate the USD/CHF Index Value for that second. The calculation used is a simple average of the remaining USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the USD/CHF Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CHF Midpoints to calculate the USD/CHF Index Value. The calculation used is a simple average of all four (4) USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the USD/CHF Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.35 CURRENCY EXCHANGE USD/CHF BINARY CONTRACTS

[56] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/CHF ("USD/CHF") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Swiss Franc herein referred to as "USD/CHF" as quoted in the Swiss Franc per US dollar obtained from the spot USD/CHF foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the USD/CHF Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/CHF BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly USD/CHF Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract X at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract X at an interval of 0.0050 (e.g. X – 0.0050; X; X + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY USD/CHF BINARY CONTRACTS

(1) EXPIRATION TIME – 7 AM, 3 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0010.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily USD/CHF Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0020 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract Y at an interval of 0.0010, and ten (10) strike levels will be generated below Binary Contract Y at an interval of 0.0010 (e.g. Y – 0.0010; Y; Y + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY USD/CHF BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM, 1 PM, 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0004.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday USD/CHF Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0001 as reported by the Source Agency. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 0.0004, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 0.0004 (e.g. Z – 0.0004; Z; Z + 0.0004). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional USD/CHF Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/CHF Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for USD/CHF Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/CHF Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the USD/CHF Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the USD/CHF number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the USD/CHF number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money USD/CHF Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/CHF released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/CHF Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[57], using the remaining USD/CHF Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/CHF Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/CHF Midpoints to calculate the Expiration Value. The calculation used is a

[57] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

simple average of all four (4) USD/CHF Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.36 CURRENCY EXCHANGE USD/JPY VARIABLE PAYOUT CONTRACTS

RULE 12.36.1 CURRENCY EXCHANGE USD/JPY "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/JPY ("USD/JPY") Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Japanese Yen, herein referred to as "USD/JPY" as quoted in the Japanese Yen per US dollars obtained from the spot USD/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/JPY Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/JPY Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY USD/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 3.75.

B. FLOOR – The Floor shall be X – 3.75.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(ii) WEEKLY USD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly USD/JPY Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 1.25; The Floor shall be X – 3.75.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 2.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(4) CONTRACT 4: The Ceiling shall be X + 2.50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 3.75; The Floor shall be X – 1.25.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(7) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iii) DAILY USD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Daily USD/JPY Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY USD/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 2.50.

B. FLOOR – The Floor shall be X – 2.50.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iv) DAILY USD/JPY CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.50.

(2) CONTRACT 2: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(3) CONTRACT 3: The Ceiling shall be X + 2.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(v) INTRADAY USD/JPY CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 1.50.

(2) CONTRACT 2: The Ceiling shall be X + 0.75; The Floor shall be X – 0.75.

(3) CONTRACT 3: The Ceiling shall be X + 1.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vi) INTRADAY 2-HOUR USD/JPY CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 1.00.

(2) CONTRACT 2: The Ceiling shall be X + 0.50; The Floor shall be X – 0.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.00; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/JPY Call Spread Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limits for USD/JPY Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/JPY Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/JPY Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/JPY Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[58], using the remaining USD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple

[58] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

average of the remaining USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/JPY Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.36.2 CURRENCY EXCHANGE USD/JPY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/JPY ("USD/JPY") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Japanese Yen, herein referred to as "USD/JPY" as quoted in the Japanese Yen per US dollars obtained from the spot USD/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the USD/JPY Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/JPY TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract listing, or when the USD/JPY Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.60; The Floor shall be X – 0.15.

(2) CONTRACT 2: The Ceiling shall be X + 0.45; The Floor shall be X – 0.30.

(3) CONTRACT 3: The Ceiling shall be X + 0.30; The Floor shall be X – 0.45.

(4) CONTRACT 4: The Ceiling shall be X + 0.15; The Floor shall be X – 0.60.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last USD/JPY price, as reported by the Source Agency, rounded to the nearest 0.01.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.60 (or 0.15) and a Floor of X – 0.15 (or 0.60) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for USD/JPY Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT –The Position Limit for USD/JPY Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/JPY Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the USD/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The

Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) USD/JPY INDEX VALUE – The Source Agency shall calculate and produce a USD/JPY Index Value once each second throughout the life of the USD/JPY Variable Payout contracts. That is, each second the Source Agency will calculate a USD/JPY Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[59], using the remaining USD/JPY Midpoints to calculate the USD/JPY Index Value for that second. The calculation used is a simple average of the remaining USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the USD/JPY Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/JPY Midpoints to calculate the USD/JPY Index Value. The calculation used is a simple average of all four (4) USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the USD/JPY Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.37 CURRENCY EXCHANGE USD/JPY BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/JPY ("USD/JPY") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/ Japanese Yen, herein referred to as "USD/JPY" as quoted in the Japanese Yen per US dollar obtained from the spot USD/JPY foreign currency market.

[59] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the USD/JPY Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.50.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly USD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 or 0.75 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.50, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.50 (e.g. W – 0.50; W; W + 0.50). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY USD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 3 AM, 7 AM, 11 AM, 3 PM, 7 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.4.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Daily USD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.20

as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.12, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.12 (e.g. X – 0.12; X; X + 0.12). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY 2-HOUR USD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 8 PM, 9 PM, 10 PM, 11 PM, 12 AM, 1 AM, 2 AM, 3 AM, 4 AM, 5 AM, 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 11 AM, 12 PM, 1 PM , 2 PM, 3 PM, 4 PM, 5 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.14.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour USD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.02, 0.04, 0.06, or 0.08 as reported by the Source Agency. Nine (9) strike levels will be generated above Binary Contract Y at an interval of 0.04, and nine (9) strike levels will be generated below Binary Contract Y at an interval of 0.04 (e.g. Y – 0.04; Y; Y + 0.04). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE USD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.04.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute USD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the

Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.01, 0.03, 0.05, 0.07, or 0.09 as reported by the Source Agency. For expirations occurring between 6:05pm ET and 8:05am ET and between 12:10pm ET and 5:00pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.02, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.02 (e.g. Z – 0.02; Z; Z + 0.02). The Contract will have a Payout Criterion of greater than the strike level value. For expirations occurring between 8:10am ET and 12:05pm ET, two (2) strike levels will be generated above Binary Contract Z at an interval of 0.04, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.04 (e.g. Z – 0.04; Z; Z + 0.04). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional USD/JPY Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/JPY Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for USD/JPY Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/JPY Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the USD/JPY Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the USD/JPY number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the USD/JPY number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money USD/JPY Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/JPY released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/JPY Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[60], using the remaining USD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the USD/JPY Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## RULE 12.38 CURRENCY EXCHANGE EUR/JPY VARIABLE PAYOUT CONTRACTS

### RULE 12.38.1 CURRENCY EXCHANGE EUR/JPY "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

[60] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/JPY ("EUR/JPY") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/Japanese Yen, herein referred to as "EUR/JPY" as quoted in the Japanese Yen per Euro obtained from the spot EUR/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/JPY Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/JPY Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY EUR/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 3.75.

B. FLOOR – The Floor shall be X – 3.75.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(ii) WEEKLY EUR/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/JPY Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 1.25; The Floor shall be X – 3.75.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 2.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(4) CONTRACT 4: The Ceiling shall be X + 2.50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 3.75; The Floor shall be X – 1.25.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(7) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iii) DAILY EUR/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE - At the commencement of trading in a Daily EUR/JPY Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY EUR/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 2.50.

B. FLOOR – The Floor shall be X – 2.50.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iv) DAILY EUR/JPY CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.50.

(2) CONTRACT 2: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(3) CONTRACT 3: The Ceiling shall be X + 2.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(v) INTRADAY EUR/JPY CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE – Nadex shall list a

set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.00.

(2) CONTRACT 2: The Ceiling shall be X + 1.00; The Floor shall be X – 1.00.

(3) CONTRACT 3: The Ceiling shall be X + 2.00; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vi) INTRADAY 2-HOUR EUR/JPY CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM, 5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 1.00.

(2) CONTRACT 2: The Ceiling shall be X + 0.50; The Floor shall be X – 0.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.00; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/JPY Call Spread Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limits for EUR/JPY Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/JPY Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/JPY Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/JPY Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[61], using the remaining EUR/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/JPY Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

[61] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.38.2 CURRENCY EXCHANGE EUR/JPY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/JPY ("EUR/JPY") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/Japanese Yen, herein referred to as "EUR/JPY" as quoted in the Japanese Yen per Euro obtained from the spot EUR/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/JPY Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/JPY TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract listing, or when the EUR/JPY Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.600; The Floor shall be X – 0.150.

(2) CONTRACT 2: The Ceiling shall be X + 0.450; The Floor shall be X – 0.300.

(3) CONTRACT 3: The Ceiling shall be X + 0.300; The Floor shall be X – 0.450.

(4) CONTRACT 4: The Ceiling shall be X + 0.150; The Floor shall be X – 0.600.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last EUR/JPY price, as reported by the Source Agency, rounded to the nearest 0.01.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.600 (or 0.150) and a Floor of X – 0.150 (or .600) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for EUR/JPY Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT –The Position Limit for EUR/JPY Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/JPY Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EUR/JPY INDEX VALUE – The Source Agency shall calculate and produce a EUR/JPY Index Value once each second throughout the life of the EUR/JPY Variable Payout contracts. That is, each second the Source Agency will calculate a EUR/JPY Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty

(30) percent of Midpoints from the data set[62], using the remaining EUR/JPY Midpoints to calculate the EUR/JPY Index Value for that second. The calculation used is a simple average of the remaining EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the EUR/JPY Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/JPY Midpoints to calculate the EUR/JPY Index Value. The calculation used is a simple average of all four (4) EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the EUR/JPY Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.39 CURRENCY EXCHANGE EUR/JPY BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/JPY ("EUR/JPY") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/ Japanese Yen, herein referred to as "EUR/JPY" as quoted in the Japanese Yen per Euro obtained from the spot EUR/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the EUR/JPY Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/JPY BINARY CONTRACTS

[62] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.50.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly EUR/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 or 0.75 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.50, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.50 (e.g. W – 0.50; W; W + 0.50). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY EUR/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 3 AM, 7 AM, 11 AM, 3 PM, 7 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.10.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily EUR/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in value ending in either 0.00, 0.20, 0.40, 0.60, or 0.80 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.10, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.10 (e.g. X – 0.10; X; X + 0.10). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY EUR/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 8 PM, 9 PM, 10 PM, 11 PM, 12 AM, 1 AM, 2 AM, 3 AM, 4 AM, 5 AM, 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 11 AM, 12 PM, 1 PM , 2 PM, 3 PM, 4 PM, 5 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.10.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday EUR/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.02, 0.04, 0.07, or 0.09 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Y at an interval of 0.10, and four (4) strike levels will be generated below Binary Contract Y at an interval of 0.10 (e.g. Y – 0.10; Y; Y + 0.10). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE EUR/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.05.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute EUR/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.01, 0.06, 0.03, or 0.08 as reported by the Source Agency. Two (2) strike levels will be generated above Binary Contract Z at an interval of 0.05, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.05 (e.g. Z – 0.05; Z; Z + 0.05).

The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional EUR/JPY Binary Contract with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/JPY Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for EUR/JPY Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/JPY Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the EUR/JPY Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the EUR/JPY number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the EUR/JPY number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money EUR/JPY Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/JPY released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/JPY Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints

from the data set[63], using the remaining EUR/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/JPY Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) EUR/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.40 CURRENCY EXCHANGE GBP/JPY VARIABLE PAYOUT CONTRACTS

RULE 12.40.1 CURRENCY EXCHANGE GBP/JPY "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/JPY ("GBP/JPY") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/ Japanese Yen, herein referred to as "GBP/JPY" as quoted in the Japanese Yen per British Pounds obtained from the spot GBP/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the GBP/JPY Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

[63] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(i) WEEKLY GBP/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly GBP/JPY Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY GBP/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 3.75.

B. FLOOR – The Floor shall be X – 3.75.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(ii) WEEKLY GBP/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly GBP/JPY Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 1.25; The Floor shall be X – 3.75.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 2.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(4) CONTRACT 4: The Ceiling shall be X + 2.50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 3.75; The Floor shall be X – 1.25.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(7) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iii) DAILY GBP/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Daily GBP/JPY Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY GBP/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 2.50.

B. FLOOR – The Floor shall be X – 2.50.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iv) DAILY GBP/JPY CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.50.

(2) CONTRACT 2: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(3) CONTRACT 3: The Ceiling shall be X + 2.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(v) INTRADAY GBP/JPY CALL SPREAD CONTRACTS, 6:00PM to 11:00PM, 11:00PM to 7:00AM, and 7:00AM to 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X- 2.50.

(2) CONTRACT 2: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(3) CONTRACT 3: The Ceiling shall be X + 2.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vi) INTRADAY 2-HOUR GBP/JPY CALL SPREAD CONTRACTS, 8:00PM, 9:00PM, 10:00PM, 11:00PM, 12:00AM, 1:00AM, 2:00AM, 3:00AM, 4:00AM,

5:00AM, 6:00AM, 7:00AM, 8:00AM, 9:00AM, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, and 3:00PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 1.00.

(2) CONTRACT 2: The Ceiling shall be X + 0.50; The Floor shall be X – 0.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.00; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(vii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for GBP/JPY Call Spread Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limits for GBP/JPY Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/JPY Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level. Date.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the GBP/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of GBP/JPY Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the GBP/JPY Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[64], using the remaining GBP/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the GBP/JPY Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.40.2 CURRENCY EXCHANGE GBP/JPY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/JPY ("GBP/JPY") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/ Japanese Yen, herein referred to as "GBP/JPY" as quoted in the Japanese Yen per British Pounds obtained from the spot GBP/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

[64] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the GBP/JPY Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GBP/JPY TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract listing, or when the GBP/JPY Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.80; The Floor shall be X – 0.20.

(2) CONTRACT 2: The Ceiling shall be X + 0.60; The Floor shall be X – 0.40.

(3) CONTRACT 3: The Ceiling shall be X + 0.40; The Floor shall be X – 0.60.

(4) CONTRACT 4: The Ceiling shall be X + 0.20; The Floor shall be X – 0.80.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last GBP/JPY price, as reported by the Source Agency, rounded to the nearest 0.01.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.80 (or 0.20) and a Floor of X – 0.20 (or 0.80) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for GBP/JPY Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT –The Position Limit for GBP/JPY Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/JPY Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the GBP/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) GBP/JPY INDEX VALUE – The Source Agency shall calculate and produce a GBP/JPY Index Value once each second throughout the life of the GBP/JPY Variable Payout contracts. That is, each second the Source Agency will calculate a GBP/JPY Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[65], using the remaining GBP/JPY Midpoints to calculate the GBP/JPY Index Value for that second. The calculation used is a simple average of the remaining GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the GBP/JPY Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/JPY Midpoints to calculate the GBP/JPY Index Value. The calculation used is a simple average of all four (4) GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

[65] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(n) EXPIRATION VALUE – The Expiration Value is the GBP/JPY Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.41 CURRENCY EXCHANGE GBP/JPY BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange GBP/JPY ("GBP/JPY") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the British Pound/ Japanese Yen, herein referred to as "GBP/JPY" as quoted in the Japanese Yen per British Pounds obtained from the spot GBP/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the GBP/JPY Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY GBP/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.50.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly GBP/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 or 0.75 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.50, and seven (7) strike levels will be generated below Binary Contract W at an interval of 0.50 (e.g. W – 0.50; W; W + 0.50). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY GBP/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 7 AM, 3 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.20.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily GBP/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0, 0.20, 0.40, 0.60, or 0.80 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.20, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.20 (e.g. X – 0.20; X; X + 0.20). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY GBP/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM, 1 PM, 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.10.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday GBP/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.02, 0.04, 0.07, or 0.09 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Y at an interval of 0.10, and four (4) strike levels will be generated below Binary Contract Y at an interval of 0.10 (e.g. Y – 0.10; Y; Y + 0.10). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY 5-MINUTE GBP/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 5-Minute Binary Contracts will expire every 5 minutes beginning Sunday at 6:05pm ET and ending Friday at 4:00pm ET.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.05.

(3) NUMBER OF STRIKE LEVELS LISTED – Five (5) strike levels will be listed for each Intraday 5-Minute GBP/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.01, 0.06, 0.03, or 0.08 as reported by the Source Agency. Two (2) strike levels will be generated above Binary Contract Z at an interval of 0.05, and two (2) strike levels will be generated below Binary Contract Z at an interval of 0.05 (e.g. Z – 0.05; Z; Z + 0.05). The Contract will have a Payout Criterion of greater than the strike level value.

(5) Nadex may, in its discretion, temporarily refrain from the listing of any 5-Minute Binary Contract due to the unavailability of the underlying market upon which the Contract is based, or any other condition Nadex determines may be detrimental to the listing of the Contract.

(v) Nadex may list additional GBP/JPY Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for GBP/JPY Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for GBP/JPY Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the GBP/JPY Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the GBP/JPY Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the GBP/JPY number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the GBP/JPY number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money GBP/JPY Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of GBP/JPY released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the GBP/JPY Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[66], using the remaining GBP/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the GBP/JPY Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) GBP/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) GBP/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

[66] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

## RULE 12.42 CURRENCY EXCHANGE EUR/GBP VARIABLE PAYOUT CONTRACTS

### RULE 12.42.1 CURRENCY EXCHANGE EUR/GBP "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/GBP ("EUR/GBP") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/British Pound, herein referred to as "EUR/GBP" as quoted in the British Pounds per Euro obtained from the spot EUR/GBP foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/GBP Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) WEEKLY EUR/GBP CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/GBP Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY EUR/GBP CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0375.

B. FLOOR – The Floor shall be X – 0.0375.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last EUR/GBP price, as reported by the Source Agency, rounded to the nearest 0.0010.

(ii) WEEKLY EUR/GBP CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly EUR/GBP Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 0.0125; The Floor shall be X – 0.0375.

(2) CONTRACT 2: The Ceiling shall be X; The floor shall be X – 0.0250.

(3) CONTRACT 3: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(4) CONTRACT 4: The Ceiling shall be X + 0.0250; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 0.0375; The Floor shall be X – 0.0125.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(7) In each case, "X" equals the last EUR/GBP price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iii) DAILY EUR/GBP CALL SPREAD VARIABLE CONTRACTS, 3:00 PM ET CLOSE - At the commencement of trading in a Daily EUR/GBP Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY EUR/GBP CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 0.0250.

B. FLOOR – The Floor shall be X – 0.0250.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(2) In each case, "X" equals the last EUR/GBP price, as reported by the Source Agency, rounded to the nearest 0.0010.

(iv) DAILY EUR/GBP CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 0.0250.

(2) CONTRACT 2: The Ceiling shall be X + 0.0125; The Floor shall be X – 0.0125.

(3) CONTRACT 3: The Ceiling shall be X + 0.0250; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(5) In each case, "X" equals the last EUR/GBP price, as reported by the Source Agency, rounded to the nearest 0.0010.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/GBP Call Spread Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limits for EUR/GBP Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/GBP Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/GBP Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/GBP Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/GBP Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[67], using the remaining EUR/GBP

[67] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior

Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/GBP Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/GBP Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.42.2 CURRENCY EXCHANGE EUR/GBP "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/GBP ("EUR/GBP") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/British Pound, herein referred to as "EUR/GBP" as quoted in the British Pounds per Euro obtained from the spot EUR/GBP foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the EUR/GBP Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/GBP TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract listing, or when the EUR/GBP Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4)

to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0060; The Floor shall be X – 0.0015.

(2) CONTRACT 2: The Ceiling shall be X + 0.0045; The Floor shall be X – 0.0030.

(3) CONTRACT 3: The Ceiling shall be X + 0.0030; The Floor shall be X – 0.0045.

(4) CONTRACT 4: The Ceiling shall be X + 0.0015; The Floor shall be X – 0.0060.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10,000.

(6) In each case, "X" equals the last EUR/GBP price, as reported by the Source Agency, rounded to the nearest 0.0001.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.0060 (or 0.0015) and a Floor of X – 0.0015 (or 0.0060) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the EUR/GBP Touch Bracket Variable Payout Contracts shall be 0.0001.

(g) POSITION LIMIT – The Position Limit for EUR/GBP Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/GBP Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the EUR/GBP Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EUR/GBP INDEX VALUE – The Source Agency shall calculate and produce a EUR/GBP Index Value once each second throughout the life of the EUR/GBP Variable Payout contracts. That is, each second the Source Agency will calculate a EUR/GBP Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[68], using the remaining EUR/GBP Midpoints to calculate the EUR/GBP Index Value for that second. The calculation used is a simple average of the remaining EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the EUR/GBP Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/GBP Midpoints to calculate the EUR/GBP Index Value. The calculation used is a simple average of all four (4) EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the EUR/GBP Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.43 CURRENCY EXCHANGE EUR/GBP BINARY CONTRACTS

[68] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange EUR/GBP ("EUR/GBP") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Euro/British Pound herein referred to as "EUR/GBP" as quoted in British Pounds per Euro obtained from the spot EUR/GBP foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the EUR/GBP Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY EUR/GBP BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0050.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly EUR/GBP Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0025 or 0.0075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract X at an interval of 0.0050, and seven (7) strike levels will be generated below Binary Contract X at an interval of 0.0050 (e.g. X – 0.0050; X; X + 0.0050). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY EUR/GBP BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0010.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily EUR/GBP Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0020 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract Y at an interval of 0.0010, and ten (10) strike levels will be generated below Binary Contract Y at an interval of 0.0010 (e.g. Y – 0.0010; Y; Y + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY EUR/GBP BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM,1 PM , 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0010.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday EUR/GBP Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.0001 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Z at an interval of 0.0010, and four (4) strike levels will be generated below Binary Contract Z at an interval of 0.0010 (e.g. Z – 0.0010; Z; Z + 0.0010). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional EUR/GBP Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for EUR/GBP Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for EUR/GBP Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/GBP Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the EUR/GBP Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the EUR/GBP number as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the EUR/GBP number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money EUR/GBP Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of EUR/GBP released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the EUR/GBP Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[69], using the remaining EUR/GBP Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the EUR/GBP Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) EUR/GBP Midpoints to calculate the Expiration Value. The calculation used is a

[69] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

simple average of all four (4) EUR/GBP Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.44 CURRENCY EXCHANGE AUD/JPY VARIABLE PAYOUT CONTRACTS

RULE 12.44.1 CURRENCY EXCHANGE AUD/JPY "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/JPY ("AUD/JPY") Call Spread Variable Payout Contracts, referred to as a "Call Spread", issued by Nadex. Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian Dollar/Japanese Yen, herein referred to as "AUD/JPY" as quoted in the Japanese Yen per Australian Dollar obtained from the spot AUD/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the AUD/JPY Call Spread Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows;

(i) WEEKLY AUD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly AUD/JPY Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) WEEKLY AUD/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 3.75.

B. FLOOR – The Floor shall be X – 3.75.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, “X” equals the last AUD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(ii) WEEKLY AUD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Weekly AUD/JPY Call Spread, Nadex shall list five (5) Call Spread Contracts with overlapping ranges, which conforms to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 1.25; The Floor shall be X – 3.75.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 2.50.

(3) CONTRACT 3: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(4) CONTRACT 4: The Ceiling shall be X + 2.50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 3.75; The Floor shall be X – 1.25.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(7) In each case, “X” equals the last AUD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iii) DAILY AUD/JPY CALL SPREAD VARIABLE PAYOUT CONTRACTS, 3:00 PM ET CLOSE – At the commencement of trading in a Daily AUD/JPY Call Spread Variable Payout Contract, referred to as a ‘Call Spread’, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY AUD/JPY CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 2.50.

B. FLOOR – The Floor shall be X – 2.50.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(2) In each case, “X” equals the last AUD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(iv) DAILY AUD/JPY CALL SPREAD CONTRACTS, 3:00 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 2.50.

(2) CONTRACT 2: The Ceiling shall be X + 1.25; The Floor shall be X – 1.25.

(3) CONTRACT 3: The Ceiling shall be X + 2.50; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(5) In each case, "X" equals the last AUD/JPY price, as reported by the Source Agency, rounded to the nearest 0.10.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for AUD/JPY Call Spread Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limits for AUD/JPY Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AUD/JPY Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the AUD/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of AUD/JPY Index Value released by the Source Agency at Expiration on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the AUD/JPY Call Spread Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[70], using the remaining AUD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the AUD/JPY Call Spread Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.44.2 CURRENCY EXCHANGE AUD/JPY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/JPY ("AUD/JPY") Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket", issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian Dollar/Japanese Yen, herein referred to as "AUD/JPY" as quoted in the Japanese Yen per Australian Dollar obtained from the spot AUD/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

[70] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the AUD/JPY Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY AUD/JPY TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 3:00PM ET on the last Trade Day of the contract listing, or when the AUD/JPY Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 6:00PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.600; The Floor shall be X – 0.150.

(2) CONTRACT 2: The Ceiling shall be X + 0.450; The Floor shall be X – 0.300.

(3) CONTRACT 3: The Ceiling shall be X + 0.300; The Floor shall be X – 0.450.

(4) CONTRACT 4: The Ceiling shall be X + 0.150; The Floor shall be X – 0.600.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 100.

(6) In each case, "X" equals the last AUD/JPY price, as reported by the Source Agency, rounded to the nearest 0.01.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 0.600 (or 0.150) and a Floor of X – 0.150 (or 0.600) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for AUD/JPY Touch Bracket Variable Payout Contracts shall be 0.01.

(g) POSITION LIMIT – The Position Limit for AUD/JPY Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AUD/JPY Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the AUD/JPY Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value shall be the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) AUD/JPY INDEX VALUE – The Source Agency shall calculate and produce a AUD/JPY Index Value once each second throughout the life of the AUD/JPY Variable Payout contracts. That is, each second the Source Agency will calculate a AUD/JPY Index Value by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the Calculation Time, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[71], using the remaining AUD/JPY Midpoints to calculate the AUD/JPY Index Value for that second. The calculation used is a simple average of the remaining AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the AUD/JPY Index Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the Calculation Time and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/JPY Midpoints to calculate the AUD/JPY Index Value. The calculation used is a simple average of all four (4) AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

[71] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

(n) EXPIRATION VALUE – The Expiration Value is the AUD/JPY Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.45 CURRENCY EXCHANGE AUD/JPY BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange AUD/JPY ("AUD/JPY") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Australian dollar/ Japanese Yen, herein referred to as "AUD/JPY" as quoted in the Japanese Yen per Australian dollar obtained from the spot AUD/JPY foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the AUD/JPY Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY AUD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.50.

(3) NUMBER OF STRIKE LEVELS LISTED – Fourteen (14) strike levels will be listed for each Weekly AUD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 or 0.75 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract X at an interval of 0.50, and seven (7) strike levels will be generated below Binary Contract X at an interval of 0.50 (e.g. X – 0.50; X; X + 0.50). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY AUD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 7 AM, 3 PM, 11 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.10.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily AUD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.20 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract Y at an interval of 0.10, and ten (10) strike levels will be generated below Binary Contract Y at an interval of 0.10 (e.g. Y – 0.10; Y; Y + 0.10). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY AUD/JPY BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM, 1 PM, 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.05.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday AUD/JPY Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.01 as reported by the Source Agency. Four (4) strike levels will be generated above Binary Contract Z at an interval of 0.05, and four (4) strike levels will be generated below Binary Contract Z at an interval of 0.05 (e.g. Z – 0.05; Z; Z + 0.05). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional AUD/JPY Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for AUD/JPY Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for AUD/JPY Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the EUR/USD Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. No trading in the AUD/JPY Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date the AUD/JPY number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the AUD/JPY number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money AUD/JPY Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of AUD/JPY released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (ten pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the AUD/JPY Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints from the data set[72], using the remaining AUD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least ten (10) Midpoints (ten pips wide or less) exceeds the ten (10) second time period, the

[72] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (ten pips wide or less) just prior to the close of trading of the AUD/JPY Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) AUD/JPY Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) AUD/JPY Midpoints, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.46 CURRENCY EXCHANGE USD/MXN BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Currency Exchange USD/MXN ("USD/MXN") Binary Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the US dollar/Mexican peso herein referred to as "USD/MXN" as quoted in Mexican pesos per US dollar obtained from the spot USD/MXN foreign currency market.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the USD/MXN Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY USD/MXN BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.1.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Weekly USD/MXN Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in

either 0.025 or 0.075 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 0.1, and six (6) strike levels will be generated below Binary Contract W at an interval of 0.1 (e.g. W – 0.1; W; W + 0.1). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY USD/MXN BINARY CONTRACTS

(1) EXPIRATION TIME – 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.04.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for each Daily USD/MXN Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.02 as reported by the Source Agency. Ten (10) strike levels will be generated above Binary Contract X at an interval of 0.04, and ten (10) strike levels will be generated below Binary Contract X at an interval of 0.04 (e.g. X – 0.04; X; X + 0.04). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY 2-HOUR USD/MXN BINARY CONTRACTS

(1) EXPIRATION TIME – 10 AM, 11 AM, 12 PM, PM , 2 PM, 3 PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.016.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday 2-Hour USD/MXN Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in

either 0.000, 0.002, 0.004, 0.006 or 0.008 as reported by the Source Agency. Seven (7) strike levels will be generated above Binary Contract Y at an interval of 0.016, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 0.016 (e.g. Y – 0.016; Y; Y + 0.016). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) Nadex may list additional USD/MXN Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for USD/MXN Binary Contracts shall be 0.25.

(g) POSITION LIMIT – The Position Limits for USD/MXN Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the USD/MXN Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the USD/MXN Binary Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the USD/MXN number as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the USD/MXN number is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money USD/MXN Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of USD/MXN released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all Midpoints between the bid/ask spread (250 pips wide or less) occurring in the ten (10) seconds leading up to the close of trading of the USD/MXN Binary Contract, provided at least ten (10) Midpoints are captured during the ten (10) second period, removing the highest thirty (30) percent of Midpoints and the lowest thirty (30) percent of Midpoints

from the data set[73], using the remaining USD/MXN Midpoints to calculate the Expiration Value. The calculation used is a simple average of the remaining USD/MXN Midpoints, rounded to the fourth decimal precision point. In the event the time it takes to collect at least ten (10) Midpoints (250 pips wide or less) exceeds the ten (10) second time period, the Expiration Value is calculated by the Source Agency by taking the last ten (10) Midpoints between the bid/ask spread (250 pips wide or less) just prior to the close of trading of the USD/MXN Binary Contract and removing the highest three (3) Midpoints and the lowest three (3) Midpoints, using the remaining four (4) USD/MXN Midpoints to calculate the Expiration Value. The calculation used is a simple average of all four (4) USD/MXN Midpoints, rounded to the fourth decimal precision point.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.47 – 12.53 [RESERVED]

RULE 12.54 JAPAN 225 VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Japan 225 Variable Payout Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the SGX® Nikkei 225 Index Futures contracts ("NKFC") traded on the Singapore Exchange (SGX)[74]. The NKFC trade prices that will be used to calculate the Underlying will be

[73] If 30% of the data set would result in a non-integer number of Midpoints, the number of Midpoints to be removed from the set will be rounded down. For example, if the number of Midpoints collected during the last 10 seconds prior to the close of trading was 14, 30% of the data set would be 4.2 Midpoints. As 4.2 is a non-integer number, the value will be rounded down, and the 4 highest and 4 lowest Midpoints will be removed from the data set.

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taken from four (4) NKFC delivery months: March, June, September, or December (each a "NKFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Preceding Friday Business Day of the week of the Underlying futures contracts Expiration Date. For example, the SGX Nikkei 225 December 2023 futures have an Expiration Date of December 7, 2023. The last day on which the Nikkei 225 December 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Nikkei 225 contracts will be the Preceding Friday Business Day of the week of the SGX Nikkei 225 December 2023 futures contracts Expiration Date (i.e. December 1, 2023). Therefore, the End Date for using SGX Nikkei 225 December 2023 futures will be December 1, 2023, and the Start Date for the next delivery month, SGX Nikkei 225 March 2024 futures, will be December 2, 2023.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Japan 225 Variable Payout Contract, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY JAPAN 225 CALL SPREAD VARIABLE PAYOUT CONTRACTS, 1:25 AM ET[75] CLOSE SPREAD – At the commencement of trading in a Daily Japan 225 Call Spread Variable Payout Contract, referred to as a 'Call Spread', Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY JAPAN 225 CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 400.

B. FLOOR – The Floor shall be X – 400.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(2) In each case, "X" equals the last NKFC price, as reported by the Source Agency, rounded to the nearest 100.

[75] During the period when the US observes daylight savings time, all Variable payout Japan 225 contracts will open and close 1 hour later than their regular defined times.

(ii) DAILY JAPAN 225 NARROW CALL SPREAD CONTRACTS, 1:25 AM ET[76] CLOSE – At the commencement of trading in a Daily Japan 225 Narrow Call Spread Variable Payout Contract, Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges which conform to the Payout Criteria listed below:

(1) DAILY JAPAN 225 NARROW CALL SPREAD CONTRACT

A. CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 400.

B. CONTRACT 2; The Ceiling shall be X + 200; The Floor shall be X – 200.

C. CONTRACT 3: The Ceiling shall be X + 400; The Floor shall be X.

D. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(2) In each case, "X" equals the last NKFC price, as reported by the Source Agency rounded to the nearest 100.

(iii) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Japan 225 Call Spread Contracts shall be 1.

(g) POSITION LIMIT – The Position Limits for Japan 225 Call Spread Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Japan 225 Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

[76] During the period when the US observes daylight savings time, all Variable payout Japan 225 contracts will open and close 1 hour later than their regular defined times.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Japan 225 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Japan 225 calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NKFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Japan 225 Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NKFC trade prices and the lowest twenty (20) percent of NKFC trade prices from the data set[77], and using the remaining NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NKFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NKFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Japan 225 Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NKFC trade prices just prior to the close of trading of the Japan 225 Call Spread Contract removing the highest five (5) NKFC trade prices and the lowest five (5) NKFC trade prices, and using the remaining fifteen (15) NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NKFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.55 JAPAN 225 BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Japan 225 Binary Contracts issued by Nadex.

[77] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the SGX® Nikkei 225 Futures contracts ("NKFC") traded on the Singapore Exchange (SGX)[78]. The NKFC trade prices that will be used to calculate the Underlying will be taken from four (4) NKFC delivery months: March, June, September, or December (each a "NKFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Preceding Friday Business Day of the week of the Underlying futures contracts Expiration Date. For example, the SGX Nikkei 225 December 2023 futures have an Expiration Date of December 7, 2023. The last day on which the Nikkei 225 December 2023 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant Nikkei 225 contracts will be the Preceding Friday Business Day of the week of the SGX Nikkei 225 December 2023 futures contracts Expiration Date (i.e. December 1, 2023). Therefore, the End Date for using SGX Nikkei 225 December 2023 futures will be December 1, 2023, and the Start Date for the next delivery month, SGX Nikkei 225 March 2024 futures, will be December 2, 2023[79].

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

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[79] Weekly contracts listed on a Monday during a week containing an Underlying futures rollover date will be listed using the Underlying futures month scheduled to be used to determine the settlement value on the day the contract expires. For example, the End Date for the SGX Nikkei 225 December 2014 Underlying futures is December 11, 2014. December 11, 2014 is a Thursday, however, and any Nadex weekly contracts listed during this week and expiring on Friday, December 12, 2014, will be listed using the SGX Nikkei March 2015 futures as its Underlying, as March is the futures month scheduled to be used to determine the Settlement Value of the Nadex weekly contract on its expiration date. Therefore, the Start Date for the SGX Nikkei March 2015 futures will be Monday, December 8, 2014 for any Nadex weekly contracts listed on this date.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Japan 225 Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY JAPAN 225 BINARY CONTRACTS

(1) EXPIRATION TIME – 1:25 AM ET CLOSE[80]

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 200.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for each Weekly Japan 225 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 25 or 75 as reported by the Source Agency. Six (6) strike levels will be generated above Binary Contract W at an interval of 200, and six (6) strike levels will be generated below Binary Contract W at an interval of 200 (e.g. W – 200; W; W + 200). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY JAPAN 225 BINARY CONTRACTS

(1) EXPIRATION TIME – 1:25 AM ET CLOSE[81]

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 80.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Daily Japan 225 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 10

[80] During the period when the US observes daylight savings time, Weekly Japan 225 Binary Contracts will open and close 1 hour later than their regular defined times.

[81] During the period when the US observes daylight savings time, Daily Japan 225 Binary Contracts will open and close 1 hour later than their regular defined times.

as reported by the Source Agency. Seven (7) strike levels will be generated above Binary Contract X at an interval of 80, and seven (7) strike levels will be generated below Binary Contract X at an interval of 80 (e.g. X – 80; X; X + 80). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Japan 225 Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Japan 225 Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the Japan 225 Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Japan 225 Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. Date.

(j) SETTLEMENT DATE – The Settlement Date in a Series is the same date as the Expiration

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Japan 225 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in- the-money Contract on the Settlement Date. The Settlement Value of an in-the-money Japan 225 Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of Japan 225 calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NKFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Japan 225 Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NKFC trade prices and the lowest twenty (20) percent of NKFC trade prices from the data set[82], and

[82] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

using the remaining NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NKFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NKFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Japan 225 Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NKFC trade prices just prior to the close of trading of the Japan 225 Binary Contract removing the highest five (5) NKFC trade prices and the lowest five (5) NKFC trade prices, and using the remaining fifteen (15) NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NKFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant NKFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

RULE 12.56 – 12.57 [RESERVED]

RULE 12.58 US 500 VARIABLE PAYOUT CONTRACTS

RULE 12.58.1 US 500 "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US 500 Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini S&P 500® Futures contracts ("SPFC") traded on the Chicago Mercantile Exchange® (CME®)[83]. The SPFC trade prices that will be used for the Underlying will be taken from four (4) SPFC delivery months: March, June, September, or December (each a "SPFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini S&P 500 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-

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mini S&P 500 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini S&P 500 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini S&P 500 March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini S&P 500 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US 500 Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY US 500 CALL SPREAD VARIABLE PAYOUT CONTRACTS, 4:15 PM ET CLOSE – At the commencement of trading in a Daily US 500 Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY US 500 CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 40.

B. FLOOR – The Floor shall be X – 40.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(2) In each case, "X" equals the last SPFC price, as reported by the Source Agency, rounded to the nearest 10.

(ii) DAILY US 500 CALL SPREAD CONTRACTS, 4:15 PM ET CLOSE - Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 40.

(2) CONTRACT 2: The Ceiling shall be X + 20; The Floor shall be X – 20.

(3) CONTRACT 3: The Ceiling shall be X + 40; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(5) In each case, "X" equals the last SPFC price, as reported by the Source Agency, rounded to the nearest 10.

(iii) INTRADAY US 500 CALL SPREAD CONTRACTS, 8AM ET to 4:15 PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 15; The Floor shall be X – 45.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 30.

(3) CONTRACT 3: The Ceiling shall be X + 15; The Floor shall be X – 15.

(4) CONTRACT 4: The Ceiling shall be X + 30; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 45; The Floor shall be X + 15.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(7) In each case, "X" equals the last SPFC price, as reported by the Source Agency, rounded to the nearest 5.

(iv) INTRADAY 2-HOUR US 500 CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X - 5; The Floor shall be X – 15.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 10.

(3) CONTRACT 3: The Ceiling shall be X + 5; The Floor shall be X – 5.

(4) CONTRACT 4: The Ceiling shall be X + 10; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 15; The Floor shall be X + 5.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(7) In each case, "X" equals the last SPFC price, as reported by the Source Agency, rounded to the nearest 5.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for US 500 Call Spread Variable Payout Contracts shall be 0.1.

(g) POSITION LIMIT – The Position Limits for US 500 Call Spread Variable Payout Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US 500 Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US 500 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the US 500 Index Value as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SPFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US 500 Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SPFC trade prices and the lowest twenty (20) percent of SPFC trade prices from the data set[84], and using the remaining SPFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining SPFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SPFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US 500 Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SPFC trade prices just prior to the close of trading of the US 500 Call Spread Contract removing the highest five (5) SPFC trade prices and the lowest five (5) SPFC trade prices, and using the remaining fifteen (15) SPFC trade prices to calculate the Expiration Value. The calculation used is a simple

[84] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

average of all fifteen (15) SPFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.58.2 US 500 "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US 500 Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini S&P 500® Futures contracts ("SPFC") traded on the Chicago Mercantile Exchange® (CME®)[85]. The SPFC trade prices that will be used for the Underlying will be taken from four (4) SPFC delivery months: March, June, September, or December (each a "SPFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini S&P 500 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini S&P 500 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini S&P 500 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini S&P 500 March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini S&P 500 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

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(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US 500 Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US 500 TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 4:15PM ET on the last Trade Day of the contract listing, or when the US 500 Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 40; The Floor shall be X – 10.

(2) CONTRACT 2: The Ceiling shall be X + 30; The Floor shall be X – 20.

(3) CONTRACT 3: The Ceiling shall be X + 20; The Floor shall be X – 30.

(4) CONTRACT 4: The Ceiling shall be X + 10; The Floor shall be X – 40.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(6) In each case, "X" equals the last US 500 price, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a , Nadex may list a new with a Ceiling of X + 40 (or 10) and a Floor of X – 10 (or 40) where X equals the Ceiling (or Floor) of the that expired early. The newly listed will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for US 500 Touch Bracket Variable Payout Contracts shall be 0.1.

(g) POSITION LIMIT – The Position Limit for US 500 Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US 500 Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US 500 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) US 500 INDEX VALUE – The Source Agency shall calculate and produce a US 500 Index Value once each second throughout the life of the US 500 Variable Payout contracts. That is, each second the Source Agency will calculate a US 500 Index Value by taking by taking all SPFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SPFC trade prices and the lowest twenty (20) percent of SPFC trade prices from the data set[86], and using the remaining SPFC trade prices to calculate the US 500 Index Value for that second. The calculation used is a simple average of the remaining SPFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SPFC trade prices exceeds the ten (10) second period, the US 500 Index Value will be calculated by the Source Agency by taking the last twenty-five (25) SPFC trade prices just prior to the Calculation Time, removing the highest five (5) SPFC trade prices and the lowest five (5) SPFC trade prices, and using the remaining fifteen (15) SPFC trade prices to calculate the US 500 Index Value. The calculation used is a simple average of all fifteen (15) SPFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the US 500 Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.59 US 500 BINARY CONTRACTS

[86] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US 500 Binary Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Binary Contracts is the price of the E-mini S&P 500® Futures contracts ("SPFC") traded on the Chicago Mercantile Exchange® (CME®)[87]. The SPFC trade prices that will be used to calculate the Underlying will be taken from four (4) SPFC delivery months: March, June, September, or December (each a "SPFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini S&P 500 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini S&P 500 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini S&P 500 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini S&P 500 March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini S&P 500 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the US 500Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US 500 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 24.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for the Weekly US 500 Binary Contract Series.

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(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .50. Six (6) strike levels will be generated above Binary Contract W at an interval of 24, and six (6) strike levels will be generated below Binary Contract W at an interval of 24 (e.g. W – 24; W; W + 24). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY US 500 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 12.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for the Daily US 500 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Ten (10) strike levels will be generated above Binary Contract X at an interval of 6, and ten (10) strike levels will be generated below Binary Contract X at an interval of 6 (e.g. X – 6; X; X + 6). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY US 500 2-HOUR BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM, 5:00PM ET CLOSE (5:00PM only Monday – Thursday)

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 3.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US 500 2-Hour Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .10. Seven (7) strike levels will be generated above Binary Contract Y at an interval of 3, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 3 (e.g. Y – 3; Y; Y + 3). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY US 500 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 10:20AM, 10:40AM, 11:00AM, 11:20AM, 2:40PM, 3:00PM, 3:20PM, 3:40PM 4:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 1.5.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US 500 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .05. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 1.5, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 1.5 (e.g. Z – 1.5; Z; Z + 1.5). The Contract will have a Payout Criterion of greater than the strike level value.

(v) INTRADAY US 500 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 11:40AM, 12:00PM, 12:20PM, 12:40PM, 1:00PM, 1:20PM, 1:40PM, 2:00PM, 2:20PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 1.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US 500 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .05. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 1, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 1 (e.g. Z – 1; Z; Z + 1). The Contract will have a Payout Criterion of greater than the strike level value.

(vi) Nadex may list additional US 500 Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the US 500 Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the US 500 Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US 500 Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. Date.

(j) SETTLEMENT DATE – The Settlement Date in a Series is the same date as the Expiration

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the 500 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in- the-money Contract on the Settlement Date. The Settlement Value of an in-the-money US 500 Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the price or value of US 500 as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SPFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US 500 Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SPFC trade prices and

the lowest twenty (20) percent of SPFC trade prices from the data set[88], and using the remaining SPFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining SPFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SPFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US 500 Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SPFC trade prices just prior to the close of trading of the US 500 Binary Contract removing the highest five (5) SPFC trade prices and the lowest five (5) SPFC trade prices, and using the remaining fifteen (15) SPFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) SPFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant SPFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

## RULE 12.60 US SMALLCAP 2000 VARIABLE PAYOUT CONTRACTS

### RULE 12.60.1 US SMALLCAP 2000 "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US SmallCap 2000 Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Russell 2000®[89] Index Futures contracts ("RUFC") traded on the Chicago Mercantile Exchange (CME®)[90]. The RUFC trade prices that will be used for the Underlying will be taken from four (4) RUFC delivery months: March, June, September, or December (each a "RUFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME E-mini Russell 2000 Index

[88] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

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September 2017 Futures has an Expiration Date of September 15, 2017. The last day on which the CME E-mini Russell 2000 Index September 2017 Futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant CME E-mini Russell 2000 Index Futures contracts will be the Friday of the preceding week. Therefore, the End Date for using CME E-mini Russell 2000 Index September 2017 Futures will be September 8, 2017 and the Start Date for the next delivery month, CME E-mini Russell 2000 Index December 2017 Futures, will be September 9, 2017.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US SmallCap 2000 Call Spread Contract, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY US SMALLCAP 2000 CALL SPREAD VARIABLE PAYOUT CONTRACTS, 4:15 PM ET CLOSE - At the commencement of trading in a Daily US SmallCap 2000 Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY US SMALLCAP 2000 CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 30.

B. FLOOR – The Floor shall be X – 30.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(2) In each case, "X" equals the last RUFC price, as reported by the Source Agency, rounded to the nearest 5.

(ii) DAILY US SMALLCAP 2000 CALL SPREAD CONTRACTS, 4:15 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 30.

(2) CONTRACT 2: The Ceiling shall be X + 15; The Floor shall be X – 15.

(3) CONTRACT 3: The Ceiling shall be X + 30; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(5) In each case, "X" equals the last RUFC price, as reported by the Source Agency, rounded to the nearest 5.

(iii) INTRADAY US SMALLCAP 2000 CALL SPREAD CONTRACTS, 8AM ET to 4:15 PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 10; The Floor shall be X – 30.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 20.

(3) CONTRACT 3: The Ceiling shall be X + 10; The Floor shall be X – 10.

(4) CONTRACT 4: The Ceiling shall be X + 20; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 30; The Floor shall be X + 10.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(7) In each case, "X" equals the last RUFC price, as reported by the Source Agency, rounded to the nearest 5.

(iv) INTRADAY 2-HOUR US SMALLCAP 2000 CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 3.5; The Floor shall be X – 10.5.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 7.

(3) CONTRACT 3: The Ceiling shall be X + 3.5; The Floor shall be X – 3.5.

(4) CONTRACT 4: The Ceiling shall be X + 7; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 10.5; The Floor shall be X + 3.5.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(7) In each case, "X" equals the last RUFC price, as reported by the Source Agency, rounded to the nearest 1.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for US SmallCap 2000 Call Spread Variable Payout Contracts shall be 0.1.

(g) POSITION LIMIT – The Position Limits for US SmallCap 2000 Call Spread Variable Payout Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US SmallCap 2000 Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US SmallCap 2000 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the US SmallCap 2000 Index Value as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all RUFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US SmallCap 2000 Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of RUFC trade prices and the lowest twenty (20) percent of RUFC trade prices from the data set[91], and using the remaining RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining RUFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) RUFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US SmallCap

[91] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

2000 Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) RUFC trade prices just prior to the close of trading of the US SmallCap 2000 Call Spread Contract removing the highest five (5) RUFC trade prices and the lowest five (5) RUFC trade prices, and using the remaining fifteen (15) RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) RUFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant RUFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

RULE 12.60.2 US SMALLCAP 2000 "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US SmallCap 2000 Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Russell 2000®[92] Index Futures contracts ("RUFC") traded on the Chicago Mercantile Exchange (CME®)[93]. The RUFC trade prices that will be used for the Underlying will be taken from four (4) RUFC delivery months: March, June, September, or December (each a "RUFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME E-mini Russell 2000 Index September 2017 Futures has an Expiration Date of September 15, 2017. The last day on which the CME E-mini Russell 2000 Index September 2017 Futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant CME E-mini Russell 2000 Index Futures contracts will be the Friday of the preceding week. Therefore, the End Date for using CME E-mini Russell 2000 Index September 2017 Futures will be September 8, 2017 and the Start Date for the next delivery month, CME E-mini Russell 2000 Index December 2017 Futures, will be September 9, 2017.

(c) SOURCE AGENCY – The Source Agency is Nadex.

[92] Russell 2000® is a registered mark of Frank Russell Company.

[93] CME® is a registered mark of the Chicago Mercantile Exchange. Nadex is not affiliated with the Chicago Mercantile Exchange ("CME"), nor its affiliates, and CME does not sponsor or endorse Nadex or its products in any way. In particular, the Nadex US SmallCap 2000 Contracts are not sponsored, endorsed, sold or promoted by CME.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US SmallCap 2000 Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US SMALLCAP 2000 TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 4:15PM ET on the last Trade Day of the contract listing, or when the US SmallCap 2000 Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 40; The Floor shall be X – 10.

(2) CONTRACT 2: The Ceiling shall be X + 30; The Floor shall be X – 20.

(3) CONTRACT 3: The Ceiling shall be X + 20; The Floor shall be X – 30.

(4) CONTRACT 4: The Ceiling shall be X + 10; The Floor shall be X – 40.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 10.

(6) In each case, "X" equals the last US SmallCap 2000 price, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 40 (or 10) and a Floor of X – 10 (or 40) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for US SmallCap 2000 Touch Bracket Variable Payout Contracts shall be 0.1.

(g) POSITION LIMIT – The Position Limit for US SmallCap 2000 Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US SmallCap 2000 Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US SmallCap 2000 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) US SMALLCAP 2000 INDEX VALUE – The Source Agency shall calculate and produce a US SmallCap 2000 Index Value once each second throughout the life of the US SmallCap 2000 Variable Payout contracts. That is, each second the Source Agency will calculate a US SmallCap 2000 Index Value by taking by taking all RUFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of RUFC trade prices and the lowest twenty (20) percent of RUFC trade prices from the data set[94], and using the remaining RUFC trade prices to calculate the US SmallCap 2000 Index Value for that second. The calculation used is a simple average of the remaining RUFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) RUFC trade prices exceeds the ten (10) second period, the US SmallCap 2000 Index Value will be calculated by the Source Agency by taking the last twenty-five (25) RUFC trade prices just prior to the Calculation Time, removing the highest five (5) RUFC trade prices and the lowest five (5) RUFC trade prices, and using the remaining fifteen (15) RUFC trade prices to calculate the US SmallCap 2000 Index Value. The calculation used is a simple average of all fifteen (15) RUFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the US SmallCap 2000 Index Value as released by the Source Agency at Expiration

[94] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(o) CONTINGENCIES – If no daily settlement price of the relevant RUFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

RULE 12.61 US SMALLCAP 2000 BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US SmallCap 2000 Binary Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Russell 2000®[95] Index Futures contracts ("RUFC") traded on the Chicago Mercantile Exchange (CME®)[96]. The RUFC trade prices that will be used for the Underlying will be taken from four (4) RUFC delivery months: March, June, September, or December (each a "RUFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME E-mini Russell 2000 Index September 2017 Futures has an Expiration Date of September 15, 2017. The last day on which the CME E-mini Russell 2000 Index September 2017 Futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant CME E-mini Russell 2000 Index Futures contracts will be the Friday of the preceding week. Therefore, the End Date for using CME E-mini Russell 2000 Index September 2017 Futures will be September 8, 2017 and the Start Date for the next delivery month, CME E-mini Russell 2000 Index December 2017 Futures, will be September 9, 2017.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the US SmallCap 2000 Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US SMALLCAP 2000 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

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[96] CME® is a registered mark of the Chicago Mercantile Exchange. Nadex is not affiliated with the Chicago Mercantile Exchange ("CME"), nor its affiliates, and CME does not sponsor or endorse Nadex or its products in any way. In particular, the Nadex US SmallCap 2000 Contracts are not sponsored, endorsed, sold or promoted by CME.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 24.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for the Weekly US SmallCap 2000 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Six (6) strike levels will be generated above Binary Contract W at an interval of 24, and six (6) strike levels will be generated below Binary Contract W at an interval of 24 (e.g. W – 24; W; W + 24). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY US SMALLCAP 2000 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 8.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for the Daily US SmallCap 2000 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Ten (10) strike levels will be generated above Binary Contract X at an interval of 4, and ten (10) strike levels will be generated below Binary Contract X at an interval of 4 (e.g. X – 4; X; X + 4). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY US SMALLCAP 2000 2-HOUR BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM, 5:00PM ET CLOSE (5:00PM only Monday – Thursday)

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 2.8.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US SmallCap 2000 2-Hour Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .10. Seven (7) strike levels will be generated above Binary Contract Y at an interval of 2.8, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 2.8 (e.g. Y – 2.8; Y; Y + 2.8). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY US SMALLCAP 2000 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 10:20AM, 10:40AM, 11:00AM, 11:20AM, 2:40PM, 3:00PM, 3:20PM, 3:40PM 4:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 1.4.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US SmallCap 2000 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .10. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 1.4, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 1.4 (e.g. Z – 1.4; Z; Z + 1.4). The Contract will have a Payout Criterion of greater than the strike level value.

(v) INTRADAY US SMALLCAP 2000 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 11:40AM, 12:00PM, 12:20PM, 12:40PM, 1:00PM, 1:20PM, 1:40PM, 2:00PM, 2:20PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 1.2.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US SmallCap 2000 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in .10. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 1.2, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 1.2 (e.g. Z – 1.2; Z; Z + 1.2). The Contract will have a Payout Criterion of greater than the strike level value.

(vi) Nadex may list additional US SmallCap 2000 Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the US SmallCap 2000 Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the US SmallCap 2000 Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US SmallCap 2000 Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date. Date.

(j) SETTLEMENT DATE – The Settlement Date in a Series is the same date as the Expiration

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the 500 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in- the-money Contract on the Settlement Date. The Settlement Value of an in-the-money US SmallCap 2000 Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the level of US SmallCap 2000 as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all RUFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US SmallCap 2000 Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of RUFC trade prices and the lowest twenty (20) percent of RUFC trade prices from the data set[97], and using the remaining RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining RUFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) RUFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US SmallCap 2000 Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) RUFC trade prices just prior to the close of trading of the US SmallCap 2000 Binary Contract removing the highest five (5) RUFC trade prices and the lowest five (5) RUFC trade prices, and using the remaining fifteen (15) RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) RUFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant RUFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

## RULE 12.62 US TECH 100 VARIABLE PAYOUT CONTRACTS

### RULE 12.62.1 US TECH 100 "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US Tech 100 Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini NASDAQ 100® Futures contracts ("NQFC") traded on the Chicago Mercantile

[97] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

Exchange (CME®)[98]. The NQFC trade prices that will be used to calculate the Underlying will be taken from four (4) NQFC delivery months: March, June, September, or December (each a "NQFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini NASDAQ 100 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini NASDAQ 100 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini NASDAQ 100 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini NASDAQ 100 March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini NASDAQ 100 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US Tech 100 Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY US TECH 100 CALL SPREAD VARIABLE PAYOUT CONTRACTS, 4:15 PM ET CLOSE – At the commencement of trading in a Daily Spread US Tech 100 nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the Nadex US Tech 100 Contracts are not sponsored, endorsed, sold or promoted by CME or the Nasdaq Stock Market. Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY US TECH 100 CALL SPREAD CONTRACT

A. CEILING – The Ceiling shall be X + 100

B. FLOOR – The Floor shall be X – 100.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 4.

[98] CME® is a registered mark of the Chicago Mercantile Exchange. NASDAQ-100 are registered marks of the Nasdaq Stock Market, Inc. Nadex is not affiliated with the Chicago Mercantile Exchange or Nasdaq Stock Market and neither the Chicago Mercantile Exchange, the Nasdaq Market,

(2) In each case, “X” equals the last NQFC price, as reported by the Source Agency, rounded to the nearest 10.

(ii) DAILY US TECH 100 CALL SPREAD CONTRACTS, 4:15 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 100.

(2) CONTRACT 2: The Ceiling shall be X + 50; The Floor shall be X – 50.

(3) CONTRACT 3: The Ceiling shall be X + 100; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 4.

(5) In each case, “X” equals the last NQFC price, as reported by the Source Agency, rounded to the nearest 10.

(iii) INTRADAY US TECH 100 CALL SPREAD CONTRACTS, 8AM ET to 4:15 PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 45; The Floor shall be X – 135.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 90.

(3) CONTRACT 3: The Ceiling shall be X + 45; The Floor shall be X – 45.

(4) CONTRACT 4: The Ceiling shall be X + 90; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 135; The Floor shall be X + 45.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 4.

(7) In each case, “X” equals the last NQFC price, as reported by the Source Agency, rounded to the nearest 10.

(iv) INTRADAY 2-HOUR US TECH 100 CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X - 25; The Floor shall be X – 75.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 50.

(3) CONTRACT 3: The Ceiling shall be X + 25; The Floor shall be X – 25.

(4) CONTRACT 4: The Ceiling shall be X + 50; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 75; The Floor shall be X + 25.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 4.

(7) In each case, "X" equals the last NQFC price, as reported by the Source Agency, rounded to the nearest 5.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for US Tech 100 Call Spread Variable Payout Contracts shall be 0.25.

(g) POSITION LIMIT – The Position Limits for US Tech 100 Call Spread Variable Payout Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US Tech 100 Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US Tech 100 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the US Tech 100 Index Value as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NQFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US Tech 100 Call Spread

Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NQFC trade prices and the lowest twenty (20) percent of NQFC trade prices from the data set[99], and using the remaining NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NQFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NQFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US Tech 100 Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NQFC trade prices just prior to the close of trading of the US Tech 100 Call Spread Contract removing the highest five (5) NQFC trade prices and the lowest five (5) NQFC trade prices, and using the remaining fifteen (15) NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NQFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.62.2 US TECH 100 "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US Tech 100 Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini NASDAQ 100® Futures contracts ("NQFC") traded on the Chicago Mercantile Exchange (CME®)[100]. The NQFC trade prices that will be used to calculate the Underlying will be taken from four (4) NQFC delivery months: March, June, September, or December (each a "NQFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for

[99] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

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Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini NASDAQ 100 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini NASDAQ 100 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini NASDAQ 100 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini NASDAQ 100 March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini NASDAQ 100 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the US Tech 100 Touch Bracket Contracts, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US TECH 100 TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 4:15PM ET on the last Trade Day of the contract listing, or when the US Tech 100 Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 120; The Floor shall be X – 30.

(2) CONTRACT 2: The Ceiling shall be X + 90; The Floor shall be X – 60.

(3) CONTRACT 3: The Ceiling shall be X + 60; The Floor shall be X – 90.

(4) CONTRACT 4: The Ceiling shall be X + 30; The Floor shall be X – 120.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 4.

(6) In each case, "X" equals the last US Tech 100 price, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 120 (or 30) and a Floor of X – 30 (or 120) where X equals the Ceiling (or Floor) of the Touch Bracket that expired

early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the US Tech 100 Touch Bracket Variable Payout Contracts shall be 0.25.

(g) POSITION LIMIT – The Position Limit for US Tech 100 Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US Tech 100 Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the US Tech 100 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) US TECH 100 INDEX VALUE – The Source Agency shall calculate and produce a US Tech 100 Index Value once each second throughout the life of the US Tech 100 Variable Payout contracts. That is, each second the Source Agency will calculate a US Tech 100 Index Value by taking by taking all NQFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NQFC trade prices and the lowest twenty (20) percent of NQFC trade prices from the data set[101], and using the remaining NQFC trade prices to calculate the US Tech 100 Index Value for that second. The calculation used is a simple average of the remaining NQFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NQFC trade prices

[101] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

exceeds the ten (10) second period, the US Tech 100 Index Value will be calculated by the Source Agency by taking the last twenty-five (25) NQFC trade prices just prior to the Calculation Time, removing the highest five (5) NQFC trade prices and the lowest five (5) NQFC trade prices, and using the remaining fifteen (15) NQFC trade prices to calculate the US Tech 100 Index Value. The calculation used is a simple average of all fifteen (15) NQFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the US Tech 100 Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.63 US TECH 100 BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US Tech 100 Binary Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Binary Contracts is the price of the E-mini NASDAQ 100® Futures contracts ("NQFC") traded on the Chicago Mercantile Exchange® (CME®)[102]. The NQFC trade prices that will be used to calculate the Underlying will be taken from four (4) NQFC delivery months: March, June, September, or December (each a "NQFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini NASDAQ 100 March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini NASDAQ 100 March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini NASDAQ 100 contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini NASDAQ 100

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March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini NASDAQ 100 June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the US Tech 100 Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY US TECH 100 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 144.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for the Weekly US Tech 100 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Six (6) strike levels will be generated above Binary Contract W at an interval of 144, and six (6) strike levels will be generated below Binary Contract W at an interval of 144 (e.g. W – 144; W; W + 144). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY US TECH 100 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 48.

(3) NUMBER OF STRIKE LEVELS LISTED - Twenty-one (21) strike levels will be listed for the Daily US Tech 100 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be

measured in U.S. cents rounded to the nearest one (1). Ten (10) strike levels will be generated above Binary Contract X at an interval of 24, and ten (10) strike levels will be generated below Binary Contract X at an interval of 24 (e.g. X – 24; X; X + 24). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY US TECH 100 2-HOUR BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM, 5:00PM ET CLOSE (5:00PM only Monday – Thursday)

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 12.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US Tech 100 2-Hour Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Seven (7) strike levels will be generated above Binary Contract Y at an interval of 12, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 12 (e.g. Y – 12; Y; Y + 12). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY US TECH 100 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 10:20AM, 10:40AM, 11:00AM, 11:20AM, 2:40PM, 3:00PM, 3:20PM, 3:40PM 4:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 4.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US Tech 100 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency,

immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest 0.5. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 4, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 4 (e.g. Z - 4; Z; Z + 4). The Contract will have a Payout Criterion of greater than the strike level value.

(v) INTRADAY US TECH 100 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 11:40AM, 12:00PM, 12:20PM, 12:40PM, 1:00PM, 1:20PM, 1:40PM, 2:00PM, 2:20PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 3.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday US Tech 100 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest 0.5. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 3, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 3 (e.g. Z – 3; Z; Z + 3). The Contract will have a Payout Criterion of greater than the strike level value.

(vi) Nadex may list additional US Tech 100 Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the US Tech 100 Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the US Tech 100 Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the US Tech 100 Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date in a Series is the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the US Tech 100 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in- the-money Contract on the Settlement Date. The Settlement Value of an in-the-money US Tech 100 Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the level of US Tech 100 as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NQFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US Tech 100 Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NQFC trade prices and the lowest twenty (20) percent of NQFC trade prices from the data set[103], and using the remaining NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NQFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NQFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US Tech 100 Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NQFC trade prices just prior to the close of trading of the US Tech 100 Binary Contract removing the highest five (5) NQFC trade prices and the lowest five (5) NQFC trade prices, and using the remaining fifteen (15) NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NQFC trade prices, rounded to one decimal point past the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant NQFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

RULE 12.64 WALL STREET 30 VARIABLE PAYOUT CONTRACTS

[103] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

RULE 12.64.1 WALL STREET 30 "CALL SPREAD" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Wall Street 30 Call Spread Variable Payout Contracts, referred to as a 'Call Spread', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Dow® Futures contracts ("DJFC") traded on the Chicago Board of Trade (CBOT®)[104]. The DJFC trade prices that will be used to calculate the Underlying will be taken from four (4) DJFC delivery months: March, June, September, or December (each a "DJFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini Dow March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini Dow March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini Dow contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini Dow March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini Dow June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Wall Street 30 Call Spreads, the Payout Criteria for the Contracts will be set as follows:

(i) DAILY WALL STREET 30 CALL SPREAD VARIABLE PAYOUT CONTRACTS, 4:15 PM ET CLOSE - At the commencement of trading in a Daily Wall Street 30 Call Spread, Nadex shall list one (1) Call Spread Contract, which conforms to the Payout Criteria listed below:

(1) DAILY WALL STREET 30 CALL SPREAD CONTRACT

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A. CEILING – The Ceiling shall be X + 400.

B. FLOOR – The Floor shall be X – 400.

C. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(2) In each case, "X" equals the last DJFC price, as reported by the Source Agency, rounded to the nearest 100.

(ii) DAILY WALL STREET 30 CALL SPREAD CONTRACTS, 4:15 PM ET CLOSE – Nadex shall list a set of three (3) Call Spread Payout Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 400.

(2) CONTRACT 2: The Ceiling shall be X + 200; The Floor shall be X – 200.

(3) CONTRACT 3: The Ceiling shall be X + 400; The Floor shall be X.

(4) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(5) In each case, "X" equals the last DJFC price, as reported by the Source Agency, rounded to the nearest 100.

(iii) INTRADAY WALL STREET 30 CALL SPREAD CONTRACTS, 8AM ET to 4:15 PM ET CLOSE - Nadex shall list a set of five (5) Call Spread Contracts with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X – 150; The Floor shall be X – 450.

(2) CONTRACT 2: The Ceiling shall be X; The Floor shall be X – 300.

(3) CONTRACT 3: The Ceiling shall be X + 150; The Floor shall be X – 150.

(4) CONTRACT 4: The Ceiling shall be X + 300; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 450; The Floor shall be X + 150.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(7) In each case, "X" equals the last DJFC price, as reported by the Source Agency, rounded to the nearest 50.

(iv) INTRADAY 2-HOUR WALL STREET 30 CALL SPREAD CONTRACTS, 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM ET CLOSE – Nadex shall list a set of five (5) Call Spread Contracts that open 2 hours prior to the stated closing time(s) above with overlapping ranges, which conform to the Payout Criteria listed below:

(1) CONTRACT 1: The Ceiling shall be X - 50; The Floor shall be X – 150.

(2) CONTRACT 1: The Ceiling shall be X; The Floor shall be X – 100.

(3) CONTRACT 2: The Ceiling shall be X + 50; The Floor shall be X – 50.

(4) CONTRACT 3: The Ceiling shall be X + 100; The Floor shall be X.

(5) CONTRACT 5: The Ceiling shall be X + 150; The Floor shall be X + 50.

(6) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(7) In each case, "X" equals the last DJFC price, as reported by the Source Agency, rounded to the nearest 5.

(v) Nadex may list additional Call Spread Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Wall Street 30 Call Spread Variable Payout Contracts shall be 1.

(g) POSITION LIMIT – The Position Limits for Wall Street 30 Call Spread Variable Payout Contracts shall be 250 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Wall Street 30 Call Spread Variable Payout Contracts for contracted Market Makers shall be 500 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Wall Street 30 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) EXPIRATION VALUE – The Expiration Value is the Wall Street 30 Index Value as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all DJFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Wall Street 30 Call Spread Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of DJFC trade prices and the lowest twenty (20) percent of DJFC trade prices from the data set[105], and using the remaining DJFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining DJFC trade prices in the data set, rounded to the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) DJFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Wall Street 30 Call Spread Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) DJFC trade prices just prior to the close of trading of the Wall Street 30 Call Spread Contract removing the highest five (5) DJFC trade prices and the lowest five (5) DJFC trade prices, and using the remaining fifteen (15) DJFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) DJFC trade prices, rounded to the precision of the underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.64.2 WALL STREET 30 "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Wall Street 30 Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Dow® Futures contracts ("DJFC") traded on the Chicago Board of Trade

[105] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(CBOT®)[106]. The DJFC trade prices that will be used to calculate the Underlying will be taken from four (4) DJFC delivery months: March, June, September, or December (each a "DJFC Delivery Month"). The date on which a new delivery month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini Dow March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini Dow March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini Dow contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini Dow March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini Dow June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Variable Payout Contracts are initially issued. For the Wall Street 30 Touch Bracket Contracts the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY WALL STREET 30 TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Close Time is the earlier of 4:15PM ET on the last Trade Day of the contract listing, or when the Wall Street 30 Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. Nadex shall list a set of four (4) Touch Bracket Variable Payout Contracts, referred to as a 'Touch Bracket', that open at 3:00AM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 400; The Floor shall be X – 100.

(2) CONTRACT 2: The Ceiling shall be X + 300; The Floor shall be X – 200.

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(3) CONTRACT 3: The Ceiling shall be X + 200; The Floor shall be X – 300.

(4) CONTRACT 4: The Ceiling shall be X + 100; The Floor shall be X – 400.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last Wall Street 30 price, as reported by the Source Agency, rounded to the nearest 10.

(ii) Upon the early Expiration of a Touch Bracket, Nadex may list a new Touch Bracket with a Ceiling of X + 400 (or 100) and a Floor of X – 100 (or 400) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for Wall Street 30 Touch Bracket Variable Payout Contracts shall be 1.

(g) POSITION LIMIT – The Position Limit for Wall Street 30 Touch Bracket Variable Payout Contracts shall be 100 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Wall Street 30 Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 100,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date of the Contract is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the Wall Street 30 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) WALL STREET 30 INDEX VALUE – The Source Agency shall calculate and produce a Wall Street 30 Index Value once each second throughout the life of the Wall Street 30 Variable Payout contracts. That is, each second the Source Agency will

calculate a Wall Street 30 Index Value by taking by taking all DJFC trade prices occurring in the ten (10) seconds leading up to the Calculation Time, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of DJFC trade prices and the lowest twenty (20) percent of DJFC trade prices from the data set[107], and using the remaining DJFC trade prices to calculate the Wall Street 30 Index Value for that second. The calculation used is a simple average of the remaining DJFC trade prices in the data set, rounded to the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) DJFC trade prices exceeds the ten (10) second period, the Wall Street 30 Index Value will be calculated by the Source Agency by taking the last twenty-five (25) DJFC trade prices just prior to the Calculation Time, removing the highest five (5) DJFC trade prices and the lowest five (5) DJFC trade prices, and using the remaining fifteen (15) DJFC trade prices to calculate the Wall Street 30 Index Value. The calculation used is a simple average of all fifteen (15) DJFC trade prices, rounded to the precision of the underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the Wall Street 30 Index Value as released by the Source Agency at Expiration.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source agency, the Settlement Date will be delayed until the Underlying number is released for the Series.

RULE 12.65 WALL STREET 30 BINARY CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Wall Street 30 Binary Contracts issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the price of the E-mini Dow® Futures contracts ("DJFC") traded on the Chicago Board of Trade (CBOT®)[108]. The DJFC trade prices that will be used to calculate the Underlying will be taken from four (4) DJFC delivery months: March, June, September, or December (each a "DJFC Delivery Month"). The date on which a new delivery

[107] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

[108] CBOT® is a registered service mark of the Board of Trade of the City of Chicago, "Dow Jones," "DJIA," and "The Dow" are registered trademarks of Dow Jones & Company, Inc. Nadex is not affiliated with the Board of Trade of the City of Chicago or Dow Jones and neither the Board of Trade of the City of Chicago, Dow Jones, nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the Nadex Wall Street 30 Contracts are not sponsored, endorsed, sold or promoted by CBOT or Dow Jones.

month will be used as the Underlying for Nadex contracts (i.e. "Start Date") is one calendar day after the End Date for the previous delivery month contract. The last day on which a delivery month will be used as the Underlying for Nadex contracts (i.e. "End Date") is the Friday of the week preceding the Underlying futures contracts Expiration Date. For example, the CME e-mini Dow March 2012 futures have an Expiration Date of March 16, 2012. The last day on which the e-mini Dow March 2012 futures prices will be used as the Underlying for Nadex contracts and to calculate the Expiration Value on the Expiration Date for the relevant e-mini Dow contracts will be the Friday of the preceding week. Therefore, the End Date for using CME e-mini Dow March 2012 futures will be March 9, 2012 and the Start Date for the next delivery month, CME e-mini Dow June 2012 futures, will be March 10, 2012.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is a Binary Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Binary Contracts are initially issued. For the Wall Street 30 Binary Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY WALL STREET 30 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 200.

(3) NUMBER OF STRIKE LEVELS LISTED – Thirteen (13) strike levels will be listed for the Weekly Wall Street 30 Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "W" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Six (6) strike levels will be generated above Binary Contract W at an interval of 200, and six (6) strike levels will be generated below Binary Contract W at an interval of 200 (e.g. W – 200; W; W + 200). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) DAILY WALL STREET 30 BINARY CONTRACTS

(1) EXPIRATION TIME – 4:15PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 80.

(3) NUMBER OF STRIKE LEVELS LISTED – Twenty-one (21) strike levels will be listed for the Daily Wall Street 30 Binary Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Binary Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one (1). Ten (10) strike levels will be generated above Binary Contract X at an interval of 40, and ten (10) strike levels will be generated below Binary Contract X at an interval of 40 (e.g. X – 40; X; X + 40). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) INTRADAY WALL STREET 30 2-HOUR BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 11:00AM, 12:00PM, 1:00PM, 2:00PM, 3:00PM, 4:00PM, 5:00PM ET CLOSE (5:00PM only Monday – Thursday)

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 24.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday Wall Street 30 2-Hour Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest one value ending in 1, 3, 5, 7, or 9 as reported by the Source Agency. Seven (7) strike levels will be generated above Binary Contract Y at an interval of 24, and seven (7) strike levels will be generated below Binary Contract Y at an interval of 24 (e.g. Y – 24; Y; Y + 24). The Contract will have a Payout Criterion of greater than the strike level value.

(iv) INTRADAY WALL STREET 30 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 10:00AM, 10:20AM, 10:40AM, 11:00AM, 11:20AM, 2:40PM, 3:00PM, 3:20PM, 3:40PM 4:00PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 8.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday Wall Street 30 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0, 2, 4, 6, or 8. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 8, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 8 (e.g. Z - 8; Z; Z + 8). The Contract will have a Payout Criterion of greater than the strike level value.

(v) INTRADAY WALL STREET 30 20-MINUTE BINARY CONTRACTS

(1) EXPIRATION TIME – 11:40AM, 12:00PM, 12:20PM, 12:40PM, 1:00PM, 1:20PM, 1:40PM, 2:00PM, 2:20PM ET CLOSE

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 6.

(3) NUMBER OF STRIKE LEVELS LISTED – Fifteen (15) strike levels will be listed for each Intraday Wall Street 30 20-Minute Binary Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Binary Contract "Z" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0, 2, 4, 6, or 8. Seven (7) strike levels will be generated above Binary Contract Z at an interval of 6, and seven (7) strike levels will be generated below Binary Contract Z at an interval of 6 (e.g. Z – 6; Z; Z + 6). The Contract will have a Payout Criterion of greater than the strike level value.

(vi) Nadex may list additional Wall Street 30 Binary Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Wall Street 30 Binary Contracts shall be $0.25.

(g) POSITION LIMIT – The Position Limits for the Wall Street 30 Binary Contracts shall be 2,500 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Wall Street 30 Binary Contracts for contracted Market Makers shall be 5,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Expiration Date.

(j) SETTLEMENT DATE – The Settlement Date in a Series is the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Wall Street 30 Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in- the-money Contract on the Settlement Date. The Settlement Value of an in-the-money Wall Street 30 Binary Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the level of Wall Street 30 as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all DJFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Wall Street 30 Binary Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of DJFC trade prices and the lowest twenty (20) percent of DJFC trade prices from the data set[108], and using the remaining DJFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining DJFC trade prices in the data set, rounded to the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) DJFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Wall Street 30 Binary Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) DJFC trade prices just prior to the close of trading of the Wall Street 30 Binary Contract removing the highest five (5) DJFC trade prices and the lowest five (5) DJFC trade prices, and using the remaining fifteen (15) DJFC trade prices to calculate the

Expiration Value. The calculation used is a simple average of all fifteen (15) DJFC trade prices, rounded to the precision of the underlying market.

(n) CONTINGENCIES – If no daily settlement price of the relevant DJFC is announced by the Source Agency, the Settlement Date will be delayed until such daily settlement price for that Series is released and publicly available.

RULE 12.66 – 12.75 [RESERVED]

RULE 12.76 CORN YIELDS EVENT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Corn Yields Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Projected Corn Yields per Harvested Acre (bushels) for the current month and marketing year last reported by the Source Agency in the World Agricultural Supply and Demand Estimates Report. The Start Date for the Corn Yields Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Agriculture, World Agricultural Outlook Board ("WAOB").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Corn Yields Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CORN YIELDS EVENT CONTRACTS

(1) At the commencement of trading in a Corn Yields Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between 0 and 1,000.1 as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.3 increment): 170.1, 170.4, 170.7, 171.0, 171.3. For the next issuance, Nadex may list the following range of Payout Criteria (using a 1.5 increment): 170.0, 171.5, 173.0, 174.5, 176.0.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 170.1; in the second example above, this is 170.0.

(ii) Nadex may list additional Corn Yields Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Agriculture and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Corn Yields Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the Corn Yields Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Corn Yields Event Contracts will stop trading on the Last Trading Date at 11:55 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the Corn Yields number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Corn Yields number, as reported in the World Agricultural Supply and Demand Estimates Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Corn Yields Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the Corn Yields release number on the Expiration Date. The Expiration Value is released by the Source Agency at 12:00 PM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.77 SOYBEANS YIELDS EVENT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Soybeans Yields Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Projected Soybeans Yields per Harvested Acre (bushels) for the current month and marketing year last reported by the Source Agency in the World Agricultural Supply and Demand Estimates Report. The Start Date for the Soybeans Yields Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Agriculture, World Agricultural Outlook Board ("WAOB").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Soybeans Yields Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY SOYBEANS YIELDS Event CONTRACTS

(1) At the commencement of trading in a Soybeans Yields Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between 0 and 1,000.1 as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.3 increment): 50.1, 50.4, 50.7, 60.0, 60.3. For the next issuance, Nadex may list the following range of Payout Criteria (using a 1.5 increment): 61.0, 62.5, 64.0, 65.5, 67.0.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 50.1; in the second example above, this is 61.0.

(ii) Nadex may list additional Soybeans Yields Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Agriculture and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Soybeans Yields Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the Soybeans Yields Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Soybeans Yields Event Contracts will stop trading on the Last Trading Date at 11:55 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the Soybeans Yields number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Soybeans Yields number, as reported in the World Agricultural Supply and Demand Estimates Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Soybeans Yields Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the Soybeans Yields release number on the Expiration Date. The Expiration Value is released by the Source Agency at 12:00 PM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.78 CRUDE OIL INVENTORIES CHANGE EVENT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Crude Oil Inventories Change Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the weekly increase or decrease in Crude Oil Inventories last reported by the Source Agency. The Start Date for the Crude Oil Inventories Change Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Energy Information Administration.

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Crude Oil Inventories Change Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CRUDE OIL INVENTORIES CHANGE EVENT CONTRACTS

(1) At the commencement of trading in a Crude Oil Inventories Change Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -10,000,000 and 10,000,000, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 1,000,000 increment): 1,000,000, 2,000,000, 3,000,000, 4,000,000, and 5,000,000. For the next issuance, Nadex may list the following

range of Payout Criteria (using a 2,000,000 increment): -2,000,000, 0, 2,000,000, 4,000,000, and 6,000,000.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 1,000,000; in the second example above, this is -2,000,000.

(ii) Nadex may list additional Crude Oil Inventories Change Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Energy Information Administration and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Crude Oil Inventories Change Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the Crude Oil Inventories Change Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Crude Oil Inventories Change Event Contracts will stop trading on the Last Trading Date at 10:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the Crude Oil Inventories Change number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Crude Oil Inventories Change number, as reported in the Weekly Petroleum Status Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Crude Oil Inventories Change Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the Crude Oil Inventories Change release number on the Expiration Date. The Expiration Value is released by the Source Agency at 10:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.79 NATURAL GAS NET CHANGE (BCF) EVENT CONTRACTS

(a) SCOPE –These Rules shall apply to the Class of Contracts referred to as the Natural Gas Net Change (bcf) Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the weekly Natural Gas Net Change (bcf) last reported by the Source Agency. The Start Date for the Natural Gas Net Change (bcf) Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Energy Information Administration.

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Natural Gas Net Change Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY NATURAL GAS NET CHANGE BINARY CONTRACTS

(1) At the commencement of trading in a Natural Gas Net Change Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -500 and 500, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 10 increment): 40, 50, 60, 70, and 80. For the next issuance, Nadex may list the following range of Payout Criteria (using a 20 increment): 65,85,105,125, and 145.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 40; in the second example above, this is 65.

(ii) Nadex may list additional Natural Gas Net Change Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Energy Information Administration and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Natural Gas Net Change Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the Natural Gas Net Change Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Natural Gas Net Change Event Contracts will stop trading on the Last Trading Date at 10:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the Natural Gas Net Change number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Natural Gas Net Change number, as reported in the Weekly Natural Gas Storage Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Natural Gas Net Change Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the Natural Gas Net Change release number on the Expiration Date. The Expiration Value is released by the Source Agency at 10:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.80 CONSUMER PRICE INDEX – ALL ITEMS LESS FOOD AND ENERGY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Consumer Price Index - All Items less Food and Energy "Core CPI" Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the monthly percentage increase or decrease in the Consumer Price Index – All Items Less Food and Energy last reported by the Source Agency. The Start Date for the CPI Less Food/Energy Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Labor, Bureau of Labor Statistics ("BLS").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the CPI Less Food/Energy Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CPI LESS FOOD/ENERGY EVENT CONTRACTS

(1) At the commencement of trading in a CPI Less Food/Energy Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -5.0% and 5.0%, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.1% increment): 2.2%, 2.3%, 2.4%, 2.5%, and 2.6%. For the next issuance, Nadex may list the following range of Payout Criteria (using a 0.5% increment): 1.5%, 2.0%, 2.5%, 3.0%, and 3.5%.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 2.2%; in the second example above, this is 1.5%.

(ii) Nadex may list additional CPI Less Food/Energy Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Labor and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the CPI Less Food/Energy Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the CPI Less Food/Energy Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The CPI Less Food/Energy Event Contracts will stop trading on the Last Trading Date at 8:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the CPI Less Food/Energy number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CPI Less Food/Energy, as reported in the CPI Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money CPI Less Food/Energy Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the CPI Less Food/Energy release number on the Expiration Date. The Expiration Value is released by the Source Agency at 8:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.81 CONSUMER PRICE INDEX – FOOD AT HOME EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Consumer Price Index – Food at Home "CPI Food at Home" Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the monthly percentage increase or decrease in the Consumer Price Index – Food at Home last reported by the Source Agency. The Start Date for the CPI Food at Home Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Labor, Bureau of Labor Statistics ("BLS").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the CPI Food at Home Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CPI FOOD AT HOME EVENT CONTRACTS

(1) At the commencement of trading in a CPI Food at Home Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -5.0% and 5.0%, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.1% increment): 2.2%, 2.3%, 2.4%, 2.5%, and 2.6%. For the next issuance, Nadex may list the following range of Payout Criteria (using a 0.5% increment): 1.5%, 2.0%, 2.5%, 3.0%, and 3.5%.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 2.2%; in the second example above, this is 1.5%.

(ii) Nadex may list additional CPI Food at Home Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Labor and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the CPI Food at Home Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the CPI Food at Home Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The CPI Food at Home Event Contracts will stop trading on the Last Trading Date at 8:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the CPI Food at Home number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CPI Food at Home, as reported in the CPI Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money CPI Food at Home Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the CPI Food at Home release number on the Expiration Date. The Expiration Value is released by the Source Agency at 8:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.82 CONSUMER PRICE INDEX – FOOD AWAY FROM HOME EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Consumer Price Index – Food Away From Home "CPI Food Away From Home" Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the monthly percentage increase or decrease in the Consumer Price Index – Food Away From Home last reported by the Source Agency. The Start Date for the CPI Food Away From Home Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Labor, Bureau of Labor Statistics ("BLS").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the CPI Food Away From Home Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CPI FOOD AWAY FROM HOME EVENT CONTRACTS

(1) At the commencement of trading in a CPI Food Away From Home Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -5.0% and 5.0%, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.1% increment): 2.2%, 2.3%, 2.4%, 2.5%, and 2.6%. For the next issuance, Nadex may list the following range of Payout Criteria (using a 0.5% increment): 1.5%, 2.0%, 2.5%, 3.0%, and 3.5%

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 2.2%; in the second example above, this is 1.5%.

(ii) Nadex may list additional CPI Food Away From Home Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Labor and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the CPI Food Away From Home Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the CPI Food Away From Home Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The CPI Food Away From Home Event Contracts will stop trading on the Last Trading Date at 8:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the CPI Food Away From Home number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CPI Food Away From Home, as reported in the CPI Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money CPI Food Away From Home Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the CPI Food Away From Home release number on the Expiration Date. The Expiration Value is released by the Source Agency at 8:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.83 CONSUMER PRICE INDEX EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Consumer Price Index "Overall CPI" Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the monthly percentage increase or decrease in the Consumer Price Index last reported by the Source Agency. The Start Date for the CPI Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Labor, Bureau of Labor Statistics ("BLS").

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the CPI Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY CPI EVENT CONTRACTS

(1) At the commencement of trading in a CPI Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -5.0% and 5.0%, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.1% increment): 2.2%, 2.3%, 2.4%, 2.5%, and 2.6%. For the next issuance, Nadex may list the following range of Payout Criteria (using a 0.5% increment): 1.5%, 2.0%, 2.5%, 3.0%, and 3.5%.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 2.2%; in the second example above, this is 1.5%.

(ii) Nadex may list additional CPI Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Department of Labor and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the CPI Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the CPI Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The CPI Event Contracts will stop trading on the Last Trading Date at 8:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the CPI number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CPI, as reported in the CPI Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money CPI Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the CPI release number on the Expiration Date. The Expiration Value is released by the Source Agency at 8:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.84 FEDERAL BALANCE SHEET TOTAL ASSETS (MILLIONS) EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Federal Balance Sheet Total Assets (Millions) "Total Assets" Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the Total Assets (Millions) figure in the Consolidated Statement of Condition of All Federal Reserve Banks last reported by the Source Agency.

(c) The Start Date for the Total Assets Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(d) SOURCE AGENCY – The Source Agency is the United States Federal Reserve Bank.

(e) TYPE – The Type of Contract is a Event Contract.

(f) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Total Assets Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY TOTAL ASSETS EVENT CONTRACTS

(1) At the commencement of trading in a Fed Balance Sheet Total Assets (Millions) Event Contract, Nadex shall list one (1) eligible Payout Criteria between 1,000,000 and 25,000,000, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following Payout Criteria: 9,000,000.

(2) In the case above, "X" equals the first Payout Criteria listed. In the example above, this is 9,000,000.

(ii) Nadex may list additional Total Assets Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Federal Reserve Bank and Commission Regulations.

(g) MINIMUM TICK – The Minimum Tick size for the Total Assets Event Contracts shall be $0.25.

(h) POSITION LIMIT – There are currently no Position Limits for the Total Assets Event Contract.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Total Assets Event Contracts will stop trading on the Last Trading Date at 4:25 PM ET.

(j) SETTLEMENT DATE – The Settlement Date will be the date the Total Assets number is released by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Total Assets (Millions), as reported in the Factors Affecting Reserve Balances Report, is scheduled to be released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Total Assets Event Contract is $100.

(m) EXPIRATION VALUE – The Expiration Value is the level of the Total Assets (Millions) release number on the Expiration Date. The Expiration Value is released by the Source Agency at 4:30 PM ET on the Expiration Date.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.85 NEW HOME SALES EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the New Home Sales Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the New Residential Home Sales figure last reported by the Source Agency. The Start Date for the New Home Sales Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Census Bureau.

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the New Home Sales Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY NEW HOME SALES EVENT CONTRACTS

(1) At the commencement of trading in a New Home Sales Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between 100,000 and 5,000,000, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 50,000 increment): 650,000, 700,000, 750,000, 800,000, 850,000. For the next issuance, Nadex

may list the following range of Payout Criteria (using a 100,000 increment): 500,000, 600,000, 700,000, 800,000, 900,000.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is 650,000; in the second example above, this is 500,000.

(ii) Nadex may list additional New Home Sales Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Census Bureau and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the New Home Sales Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the New Home Sales Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The New Home Sales Event Contracts will stop trading on the Last Trading Date at 9:55 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the New Residential Home Sales number is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the New Residential Home Sales number, as reported in the Monthly New Residential Sales Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money New Home Sales Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the New Home Sales release number on the Expiration Date. The Expiration Value is released by the Source Agency at 10:00 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.86 RETAIL SALES CHANGE EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Retail Sales Change Event Contract issued by Nadex.

(b) UNDERLYING – The Underlying for this Class of Contracts is the monthly percentage increase or decrease in Advance Monthly Sales for Retail and Food Services figure last reported by the Source Agency. The Start Date for the Retail Sales Change Event Contracts will be at least two business days prior to the next Expiration Date. The End Date will be the Last Trading Date.

(c) SOURCE AGENCY – The Source Agency is the United States Census Bureau.

(d) TYPE – The Type of Contract is a Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by Nadex at the time the Event Contracts are initially issued. For the Retail Sales Change Event Contract, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY RETAIL SALES CHANGE EVENT CONTRACTS

(1) At the commencement of trading in a Retail Sales Change Event Contract, Nadex shall list all eligible Payout Criteria in a range of five (5) consecutive increments between -5.0% and 5.0%, as determined by Nadex, with contract Payout Criteria of greater than (>) the Expiration Value. For example, Nadex may list the following range of Payout Criteria (using the 0.2% increment): -0.5%, -0.3%, -0.1%, 0.1%, 0.3% For the next issuance, Nadex may list the following range of Payout Criteria (using a 1% increment): 0.0%, 1.0%, 2.0%, 3.0%, 4.0%.

(2) In each case above, "X" equals the first Payout Criteria listed. In the first example above, this is -0.5%; in the second example above, this is 0.0%.

(ii) Nadex may list additional Retail Sales Change Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the Census Bureau and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for the Retail Sales Change Event Contracts shall be $0.25.

(g) POSITION LIMIT – There are currently no Position Limits for the Retail Sales Change Event Contract.

(h) LAST TRADING DATE – The Last Trading Date in a Series is the same day as the Expiration Date. The Retail Sales Change Event Contracts will stop trading on the Last Trading Date at 8:25 AM ET.

(i) SETTLEMENT DATE – The Settlement Date will be the date the Advance Monthly Sales for Retail and Food Services figure is released by the Source Agency.

(j) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Advance Monthly Sales for Retail and Food Services figure, as reported in the Advance Monthly Sales for Retail and Food Services Report, is scheduled to be released.

(k) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on Settlement Date. The Settlement Value of an in the money Retail Sales Change Event Contract is $100.

(l) EXPIRATION VALUE – The Expiration Value is the level of the percentage increase or decrease from the Previous Month in Retail Sales Change release number on the Expiration Date. The Expiration Value is released by the Source Agency at 8:30 AM ET on the Expiration Date.

(m) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.87 BITCOIN CRYPTOCURRENCY EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Bitcoin Cryptocurrency ("Bitcoin" or "BTC") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot bitcoin cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and ICE® Cryptocurrency Data[109] aggregated by Blockstream® Corporation[110] and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-BIT", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract.

[109] ICE® is a registered mark of IntercontinentalExchange, Inc. ("ICE") and ICE Data® is a registered mark of Intercontinental Exchange Holdings, Inc ("ICE Holdings"). The Exchange is not affiliated with ICE or ICE Data Connectivity and Feeds, Inc., and the Bitcoin Cryptocurrency Event Contracts are not sponsored, endorsed, sold or promoted by ICE or ICE Data Connectivity and Feeds, Inc. in any way.

[110] Blockstream® is a registered mark of Blockstream Corporation ("Blockstream"). The Exchange is not affiliated with Blockstream and the Bitcoin Cryptocurrency Event Contracts are not sponsored, endorsed, sold or promoted by Blockstream.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Bitcoin Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY BITCOIN EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be from 150 to 200.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Bitcoin Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and Four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY BITCOIN EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be from 17 to 100.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday Bitcoin Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in

either 0.00, 0.01, 0.0025, 0.0050, or 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract Y at an interval of X, and four (4) strike levels will be generated below Event Contract Y at an interval of X (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Bitcoin Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Bitcoin Event Contracts shall be from $0.1 to $0.25.

(g) POSITION LIMIT – The Position Limits for Bitcoin Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Bitcoin Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Bitcoin Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Bitcoin price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Bitcoin price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Bitcoin Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Bitcoin Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce a Bitcoin Index Value once each second throughout the life of the Bitcoin Event Contracts. That is, each second the Source Agency will calculate a Bitcoin Index Value by taking by taking all U-BIT midpoints between the bid/ask spread occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) midpoints between the bid/ask spread are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BIT midpoints between the bid/ask spread and the lowest twenty (20)

percent of U-BIT midpoints between the bid/ask spread from the data set, and using the remaining U-BIT midpoints between the bid/ask spread to calculate the Bitcoin Index Value for that second. The calculation used is a simple average of the remaining U-BIT midpoints between the bid/ask spread in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BIT midpoints between the bid/ask spread exceeds the sixty (60) second period, the Bitcoin Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BIT midpoints between the bid/ask spread just prior to the Calculation Time, removing the highest five (5) U-BIT midpoints between the bid/ask spread and the lowest five (5) U-BIT midpoints between the bid/ask spread, and using the remaining fifteen (15) U-BIT midpoints between the bid/ask spread to calculate the Bitcoin Index Value. The calculation used is a simple average of all fifteen (15) U-BIT midpoints between the bid/ask spread, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.88 ETHER CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Ether Cryptocurrency ("Ether" or "ETH") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Ether cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-ETH", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Ether Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY ETHER EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be from 12 to 30.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Ether Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in 0.25 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY ETHER EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be from 1.3 to 15.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday Ether Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.01, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract Y at an interval of X, and four (4) strike levels will be generated below Event Contract Y at an interval of X (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Ether Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Ether Event Contracts shall be from $0.1 to $0.25.

(g) POSITION LIMIT – The Position Limits for Ether Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Ether Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Ether Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Ether price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Ether price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Ether Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Ether Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce a Ether Index Value once each second throughout the life of the Ether Event Contracts. That is, each second the Source Agency will calculate a Ether Index Value by taking by taking all U-ETH midpoints between the bid/ask spread occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) midpoints between the bid/ask spread are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-ETH midpoints between the bid/ask spread and the lowest twenty (20) percent of U-ETH midpoints between the bid/ask spread from the data set, and using the remaining U-ETH midpoints between the bid/ask spread to calculate the Ether Index Value for that second. The calculation used is a simple average of the remaining U-ETH midpoints between the bid/ask spread in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-ETH midpoints between the bid/ask spread exceeds the sixty (60) second period, the Ether Index Value will

be calculated by the Source Agency by taking the last twenty-five (25) U-ETH midpoints between the bid/ask spread just prior to the Calculation Time, removing the highest five (5) U-ETH midpoints between the bid/ask spread and the lowest five (5) U-ETH midpoints between the bid/ask spread, and using the remaining fifteen (15) U-ETH midpoints between the bid/ask spread to calculate the Ether Index Value. The calculation used is a simple average of all fifteen (15) U-ETH midpoints between the bid/ask spread, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.89 – 12.90 [RESERVED]

RULE 12.91 LITECOIN (LTC) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the LITECOIN ("LTC") Cryptocurrency Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot LTC cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and ICE® Cryptocurrency Data, aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-LTC", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the LTC Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY LTC TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the Contract listing, or (b) when the LTC Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the

week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 4; The Floor shall be X - 1.

(2) CONTRACT 2: The Ceiling shall be X + 3; The Floor shall be X – 2.

(3) CONTRACT 3: The Ceiling shall be X + 2; The Floor shall be X - 3.

(4) CONTRACT 4: The Ceiling shall be X + 1; The Floor shall be X – 4.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last U-LTC value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X + 4 (or 1) and a Floor of X – 4 (or 1) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK AND TICK VALUE – The Minimum Tick size for the LTC Touch Bracket Variable Payout Contracts shall be 0.02 and the Tick Value shall be 1.00.

(g) POSITION LIMIT – The Position Limit for the LTC Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the LTC Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level. Date.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the LTC Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The

Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) LTC INDEX VALUE – The Source Agency shall calculate and produce a LTC Index Value once each second throughout the life of the LTC Touch Bracket Contracts. That is, each second the Source Agency will calculate a LTC Index Value by taking by taking all U-LTC bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-LTC bid/ask midpoint prices and the lowest twenty (20) percent of U-LTC bid/ask midpoint prices from the data set[111], and using the remaining U-LTC bid/ask midpoint prices to calculate the LTC Index Value for that second. The calculation used is a simple average of the remaining U-LTC bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-LTC bid/ask midpoint prices exceeds the sixty (60) second period, the LTC Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-LTC bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-LTC bid/ask midpoint prices and the lowest five (5) U-LTC bid/ask midpoint prices, and using the remaining fifteen (15) U-LTC bid/ask midpoint prices to calculate the LTC Index Value. The calculation used is a simple average of all fifteen (15) U-LTC bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the LTC Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.92 DOGECOIN (DOGE) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

[111] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the DOGECOIN ("DOGE") Cryptocurrency Touch Bracket Variable Payout Contracts, referred to as a "Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot DOGE cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and ICE® Cryptocurrency Data, aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-DOGE", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the DOGE Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY DOGE TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the Contract listing, or (b) when the DOGE Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.004; The Floor shall be X – 0.001.

(2) CONTRACT 2: The Ceiling shall be X + 0.003; The Floor shall be X – 0.002.

(3) CONTRACT 3: The Ceiling shall be X + 0.002; The Floor shall be X – 0.003.

(4) CONTRACT 4: The Ceiling shall be X + 0.001; The Floor shall be X – 0.004.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last U-DOGE value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X + 0.004 (or 0.001) and a Floor of X – 0.004 (or 0.001) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK AND TICK VALUE – The Minimum Tick size for the DOGE Touch Bracket Variable Payout Contracts shall be 0.00005 and the Tick Value shall be 1.00.

(g) POSITION LIMIT – The Position Limit for the DOGE Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the DOGE Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level. Date.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the DOGE Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) DOGE INDEX VALUE – The Source Agency shall calculate and produce a DOGE Index Value once each second throughout the life of the DOGE Touch Bracket Contracts. That is, each second the Source Agency will calculate a DOGE Index Value by taking by taking all U-DOGE bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-DOGE bid/ask midpoint prices and the lowest twenty (20) percent of U-DOGE bid/ask midpoint prices from the data set[112], and

[112] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask

using the remaining U-DOGE bid/ask midpoint prices to calculate the DOGE Index Value for that second. The calculation used is a simple average of the remaining U-DOGE bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-DOGE bid/ask midpoint prices exceeds the sixty (60) second period, the DOGE Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-DOGE bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-DOGE bid/ask midpoint prices and the lowest five (5) U-DOGE bid/ask midpoint prices, and using the remaining fifteen (15) U-DOGE bid/ask midpoint prices to calculate the DOGE Index Value. The calculation used is a simple average of all fifteen (15) U-DOGE bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the DOGE Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.93 SHIBA INU (SHIB) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the SHIBA INU (SHIB) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot SHIB cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-SHIB", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the

midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

SHIB Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY SHIB TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration isthe earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the SHIB Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.0000008; The Floor shall be X – 0.0000002.

(2) CONTRACT 2: The Ceiling shall be X + 0.00000060; The Floor shall be X – 0.0000004.

(3) CONTRACT 3: The Ceiling shall be X + 0.0000004; The Floor shall be X – 0.0000006.

(4) CONTRACT 4: The Ceiling shall be X + 0.0000002; The Floor shall be X – 0.0000008.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last U-SHIB value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X + 0.00000032 (or 0.00000008) and a Floor of X – 0.00000008 (or 0.00000032) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the SHIB Touch Bracket Variable Payout Contracts shall be 0.00000001 and the Tick Value shall be 1.00.

(g) POSITION LIMIT –The Position Limit for the SHIB Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the SHIB Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the SHIB Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) SHIB INDEX VALUE – The Source Agency shall calculate and produce an SHIB Index Value once each second throughout the life of the SHIB Touch Bracket Contracts. That is, each second the Source Agency will calculate a SHIB Index Value by taking by taking all U-SHIB bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-SHIB bid/ask midpoint prices and the lowest twenty (20) percent of U-SHIB bid/ask midpoint prices from the data set[113], and using the remaining U-SHIB bid/ask midpoint prices to calculate the SHIB Index Value for that second. The calculation used is a simple average of the remaining U-SHIB bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-SHIB bid/ask midpoint prices exceeds the sixty (60) second period, the SHIB Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-SHIB bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-SHIB bid/ask midpoint prices and the lowest five (5) U-SHIB bid/ask midpoint prices, and using the remaining fifteen (15) U-SHIB bid/ask midpoint prices to calculate the SHIB Index Value. The

[113] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

calculation used is a simple average of all fifteen (15) IU-SHIB bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the SHIB Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.94 BITCOIN CASH (BCH) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Bitcoin Cash (BCH) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot BCH cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-BCH", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the BCH Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY BCH TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15 PM ET on the Last Trade Day of the contract listing, or (b) when the BCH Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 8; The Floor shall be X – 2.

(2) CONTRACT 2: The Ceiling shall be X + 6; The Floor shall be X – 4.

(3) CONTRACT 3: The Ceiling shall be X + 4; The Floor shall be X – 6.

(4) CONTRACT 4: The Ceiling shall be X + 2; The Floor shall be X – 8

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last U-BCH value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X + 8 (or 2) and a Floor of X – 2 (or 8) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the BCH Touch Bracket Variable Payout Contracts shall be 0.1 and the Tick Value shall be 1.00.

(g) POSITION LIMIT – The Position Limit for the BCH Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the BCH Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the BCH Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) BCH INDEX VALUE – The Source Agency shall calculate and produce a BCH Index Value once each second throughout the life of the BCH Touch Bracket Contracts. That is, each second the Source Agency will calculate a BCH Index Value by taking by taking all U-BCH bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask

midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BCH bid/ask midpoint prices and the lowest twenty (20) percent of U-BCH bid/ask midpoint prices from the data set[114], and using the remaining U-BCH bid/ask midpoint prices to calculate the BCH Index Value for that second. The calculation used is a simple average of the remaining U-BCH bid/ask midpoint prices in the data set , rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BCH bid/ask midpoint prices exceeds the sixty (60) second period, the BCH Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BCH bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-BCH bid/ask midpoint prices and the lowest five (5) U-BCH bid/ask midpoint prices, and using the remaining fifteen (15) U-BCH bid/ask midpoint prices to calculate the BCH Index Value. The calculation used is a simple average of all fifteen (15) U-BCH bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the BCH Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.95 [RESERVED]

RULE 12.96 XRP (XRP) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the XRP (XRP) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot XRP cryptocurrency commodity bid/ask midpoint prices as reported by Lukka, Inc. and ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-XRP", quoted in US dollars.

[114] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the XRP Touch Brackets, the Payout Criteria for the Contracts will be set as follows:

(i) WEEKLY XRP TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the XRP Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

(1) CONTRACT 1: The Ceiling shall be X + 0.02; The Floor shall be X – 0.005.

(2) CONTRACT 2: The Ceiling shall be X + 0.015; The Floor shall be X – 0.010.

(3) CONTRACT 3: The Ceiling shall be X + 0.01; The Floor shall be X – 0.0150.

(4) CONTRACT 4: The Ceiling shall be X + 0.005; The Floor shall be X – 0.020.

(5) DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

(6) In each case, "X" equals the last U-XRP value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.02 (or 0.005)) and a Floor of X- 0.005 (or 0.02) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the XRP Touch Bracket Variable Payout Contracts shall be 0.00025 and the Tick Value shall be 1.00.

(g) POSITION LIMIT – The Position Limit for the XRP Touch Bracket Variable Payout Contracts shall be 250 Contracts.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the XRP Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the XRP Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) XRP INDEX VALUE – The Source Agency shall calculate and produce a XRP Index Value once each second throughout the life of the XRP Touch Bracket Contracts. That is, each second the Source Agency will calculate a XRP Index Value by taking by taking all U-XRP bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-XRP bid/ask midpoint prices and the lowest twenty (20) percent of U-XRP bid/ask midpoint prices from the data set, and using the remaining U-XRP bid/ask midpoint prices to calculate the XRP Index Value for that second. The calculation used is a simple average of the remaining U-XRP bid/ask midpoint prices in the data set[115], rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-XRP bid/ask midpoint prices exceeds the sixty (60) second period, the XRP Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-XRP bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-XRP bid/ask midpoint prices and the lowest five (5) U-XRP bid/ask midpoint prices, and using the remaining fifteen (15) U-XRP

[115] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

bid/ask midpoint prices to calculate the XRP Index Value. The calculation used is a simple average of all fifteen (15) U-XRP bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the XRP Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.97 BITCOIN CASH (BCH) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Bitcoin Cash Cryptocurrency ("Bitcoin Cash" or "BCH") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Bitcoin Cash cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-BCH", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Bitcoin Cash Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY BITCOIN CASH EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 2.0.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Bitcoin Cash Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the

Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY BITCOIN CASH EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.6 for 2-Hour Bitcoin Cash Event Contracts, and 0.24 for 20-minutes Bitcoin Cash Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour Bitcoin Cash Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.01, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Bitcoin Cash Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Bitcoin Cash Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Bitcoin Cash Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Bitcoin Cash Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Bitcoin Cash Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Bitcoin Cash price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Bitcoin Cash price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Bitcoin Cash Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Bitcoin Cash Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an BCH Index Value once each second throughout the life of the BCH Touch Bracket Contracts. That is, each second the Source Agency will calculate a BCH Index Value by taking by taking all U-BCH bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BCH bid/ask midpoint prices and the lowest twenty (20) percent of U-BCH bid/ask midpoint prices from the data set[116], and using the remaining U-BCH bid/ask midpoint prices to calculate the BCH Index Value for that second. The calculation used is a simple average of the remaining U-BCH bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BCH bid/ask midpoint prices exceeds the sixty (60) second period, the BCH Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BCH bid/ask midpoint prices just prior to the Calculation Time, removing

[116] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

the highest five (5) U-BCH bid/ask midpoint prices and the lowest five (5) U-BCH bid/ask midpoint prices, and using the remaining fifteen (15) U-BCH bid/ask midpoint prices to calculate the BCH Index Value. The calculation used is a simple average of all fifteen (15) U-BCH bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.98 LITECOIN (LTC) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Litecoin Cryptocurrency ("Litecoin" or "LTC") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Litecoin cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-LTC", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Litecoin Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY LITECOIN EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.8.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Litecoin Event Contract Series.

(4) STRIKE LEVELS GENERATED – Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency,

immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y,and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY LITECOIN EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.2 for 2-Hour LTC Event Contracts, and 0.085 for 20-minutes LTC Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour Litecoin Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.010, .0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Litecoin Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Litecoin Event Contracts shall be $0.1 to $0.25.

(g) POSITION LIMIT – The Position Limits for Litecoin Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Litecoin Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Litecoin Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Litecoin price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Litecoin price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Litecoin Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Litecoin Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an LTC Index Value once each second throughout the life of the LTC Touch Bracket Contracts. That is, each second the Source Agency will calculate a LTC Index Value by taking by taking all U-LTC bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-LTC bid/ask midpoint prices and the lowest twenty (20) percent of U-LTC bid/ask midpoint prices from the data set[117], and using the remaining U-LTC bid/ask midpoint prices to calculate the LTC Index Value for that second. The calculation used is a simple average of the remaining U-LTC bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-LTC bid/ask midpoint prices exceeds the sixty (60) second period, the LTC Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-LTC bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-LTC bid/ask midpoint prices and the lowest five (5) U-LTC bid/ask midpoint prices, and using the remaining fifteen (15) U-LTC bid/ask midpoint prices to calculate the LTC Index Value. The calculation used is a simple average of all fifteen (15) U-

[117] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

LTC bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 12.99 SHIBA INU (SHIB) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Shiba Inu Cryptocurrency ("Shiba Inu" or "SHIB") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Shiba Inu cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-SHIB", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Shiba Inu Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY SHIBA INU EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0000001.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Shiba Inu Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000000, 0.00000025, 0.000000050, 0.000000075 as

reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY SHIBA INU EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 2.5E-08 for 2-Hour Shiba Inu Event Contracts, and 1.0E-8 for 20-minutes Shiba Inu Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour Shiba Inu Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000000, 0.00000001, 0.000000025, 0.000000050, 0.000000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Shiba Inu Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Shiba Inu Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Shiba Inu Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Shiba Inu Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Shiba Inu Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Shiba Inu price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Shiba Inu price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Shiba Inu Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Shiba Inu Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce a SHIB Index Value once each second throughout the life of the SHIB Touch Bracket Contracts. That is, each second the Source Agency will calculate a SHIB Index Value by taking by taking all U-SHIB bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U- SHIB bid/ask midpoint prices and the lowest twenty (20) percent of U-SHIB bid/ask midpoint prices from the data set[118], and using the remaining U-SHIB bid/ask midpoint prices to calculate the SHIB Index Value for that second. The calculation used is a simple average of the remaining U-SHIB bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-SHIB bid/ask midpoint prices exceeds the sixty (60) second period, the SHIB Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-SHIB bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-SHIB bid/ask midpoint prices and the lowest five (5) U-SHIB bid/ask midpoint prices, and using the remaining fifteen (15) U-SHIB bid/ask midpoint prices to calculate the SHIB Index Value. The calculation used is a simple average of all

[118] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

fifteen (15) U-SHIB bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

## CHAPTER 13 TERMS OF CONTRACTS TRADED ON NADEX

### RULE 13.1 DOGECOIN (DOGE) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Dogecoin Cryptocurrency ("Dogecoin" or "DOGE") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Dogecoin cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-DOGE", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Dogecoin Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY Dogecoin EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0006.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Dogecoin Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the

Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.0000, 0.000025, 0.000050, 0.000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY DOGECOIN EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.00015 for 2-Hour Dogecoin Event Contracts, and 0.00006 for 20-minutes Dogecoin Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour Dogecoin Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00000, 0.000001, 0.0000025, 0.0000050, 0.0000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Dogecoin Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Dogecoin Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Dogecoin Event Contracts shall be from 2,500 to 25,000 Contracts per Class.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Dogecoin Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Dogecoin Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Dogecoin price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Dogecoin price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Dogecoin Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Dogecoin Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce a DOGE Index Value once each second throughout the life of the DOGE Touch Bracket Contracts. That is, each second the Source Agency will calculate a DOGE Index Value by taking by taking all U-DOGE bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U- DOGE bid/ask midpoint prices and the lowest twenty (20) percent of U-DOGE bid/ask midpoint prices from the data set[119], and using the remaining U-DOGE bid/ask midpoint prices to calculate the DOGE Index Value for that second. The calculation used is a simple average of the remaining U-DOGE bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-DOGE bid/ask midpoint prices exceeds the sixty (60) second period, the DOGE Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-DOGE bid/ask midpoint prices just prior to the Calculation Time, removing the highest five

[119] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(5) U-DOGE bid/ask midpoint prices and the lowest five (5) U-DOGE bid/ask midpoint prices, and using the remaining fifteen (15) U-DOGE bid/ask midpoint prices to calculate the DOGE Index Value. The calculation used is a simple average of all fifteen (15) U-DOGE bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.2 CHAINLINK (LINK) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the CHAINLINK (LINK) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot LINK cryptocurrency commodity bid/ask midpoint prices as reported in the LDF and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-LINK", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the LINK Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY LINK TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the LINK Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.CONTRACT 1: The Ceiling shall be X + 0.32; The Floor shall be X – 0.08. CONTRACT 2: The Ceiling shall be X + 0.24; The Floor shall be X – 0.16. CONTRACT 3: The Ceiling shall be X + 0.16; The Floor shall be X – 0.24. CONTRACT 4: The Ceiling shall be X + 0.08; The Floor shall be X –

0.32. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.In each case, "X" equals the last IDCF LINK value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.08 (or 0.32)) and a Floor of X- 0.08 (or 0.32) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the LINK Touch Bracket Variable Payout Contracts shall be 0.004 and the Tick Value shall be 1.00.

(g) POSITION LIMIT –The Position Limit for the LINK Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the LINK Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the LINK Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) LINK INDEX VALUE – The Source Agency shall calculate and produce a LINK Index Value once each second throughout the life of the LINK Touch Bracket Contracts. That is, each second the Source Agency will calculate a LINK Index Value by taking by taking all IDCF LINK bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of IDCF LINK bid/ask midpoint prices and the lowest

twenty (20) percent of IDCF LINK bid/ask midpoint prices from the data set[120], and using the remaining IDCF LINK bid/ask midpoint prices to calculate the LINK Index Value for that second. The calculation used is a simple average of the remaining IDCF LINK bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) IDCF LINK bid/ask midpoint prices exceeds the sixty (60) second period, the LINK Index Value will be calculated by the Source Agency by taking the last twenty-five (25) IDCF LINK bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) IDCF LINK bid/ask midpoint prices and the lowest five (5) IDCF LINK bid/ask midpoint prices, and using the remaining fifteen (15) IDCF LINK bid/ask midpoint prices to calculate the LINK Index Value. The calculation used is a simple average of all fifteen (15) IDCF LINK bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the LINK Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.3 AVALANCHE (AVAX) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the AVALANCHE (AVAX) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot AVAX cryptocurrency commodity bid/ask midpoint prices as reported in the LDF and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-AVAX", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

[120] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the AVAX Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY AVAX TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the AVAX Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below. CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1. CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2. CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3. CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1. In each case, "X" equals the last U-AVAX value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the AVAX Touch Bracket Variable Payout Contracts shall be 0.005 and the Tick Value shall be 1.00.

(g) POSITION LIMIT –The Position Limit for the AVAX Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the AVAX Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the AVAX Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) AVAX INDEX VALUE – The Source Agency shall calculate and produce an AVAX Index Value once each second throughout the life of the AVAX Touch Bracket Contracts. That is, each second the Source Agency will calculate a AVAX Index Value by taking by taking all U-AVAX bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-AVAX bid/ask midpoint prices and the lowest twenty (20) percent of U-AVAX bid/ask midpoint prices from the data set[121], and using the remaining U-AVAX bid/ask midpoint prices to calculate the AVAX Index Value for that second. The calculation used is a simple average of the remaining U-AVAX bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-AVAX bid/ask midpoint prices exceeds the sixty (60) second period, the AVAX Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-AVAX bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-AVAX bid/ask midpoint prices and the lowest five (5) U-AVAX bid/ask midpoint prices, and using the remaining fifteen (15) U-AVAX bid/ask midpoint prices to calculate the AVAX Index Value. The calculation used is a simple average of all fifteen (15) IU-AVAX bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the AVAX Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

[121] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

## RULE 13.4 POLKADOT (DOT) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Polkadot (DOT) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot DOT cryptocurrency commodity bid/ask midpoint prices as reported in the LDF and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-DOT", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the DOT Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY DOT TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the DOT Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below. CONTRACT 1: The Ceiling shall be X + 0.16; The Floor shall be X – 0.04. CONTRACT 2: The Ceiling shall be X + 0.12; The Floor shall be X – 0.08. CONTRACT 3: The Ceiling shall be X + 0.08; The Floor shall be X – 0.12. CONTRACT 4: The Ceiling shall be X + 0.04; The Floor shall be X – 0.16. DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1. In each case, "X" equals the last U-DOT value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.16 (or 0.04)) and a Floor of X- 0.04 (or 0.16) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the DOT Touch Bracket Variable Payout Contracts shall be 0.002 and the Tick Value shall be 1.00.

(g) POSITION LIMIT –The Position Limit for the DOT Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the DOT Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the DOT Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) DOT INDEX VALUE – The Source Agency shall calculate and produce an DOT Index Value once each second throughout the life of the DOT Touch Bracket Contracts. That is, each second the Source Agency will calculate a DOT Index Value by taking by taking all U-DOT bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-DOT bid/ask midpoint prices and the lowest twenty (20) percent of U-DOT bid/ask midpoint prices from the data set[122], and using the remaining U-DOT bid/ask midpoint prices to calculate the DOT Index Value for that second. The calculation used is a simple average of the remaining U-DOT bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-DOT bid/ask midpoint prices exceeds the sixty (60) second

[122] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

period, the DOT Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-DOT bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-DOT bid/ask midpoint prices and the lowest five (5) U- DOT bid/ask midpoint prices, and using the remaining fifteen (15) U-DOT bid/ask midpoint prices to calculate the DOT Index Value. The calculation used is a simple average of all fifteen (15) IU-DOT bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the DOT Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.5 POLKADOT (DOT) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Polkadot Cryptocurrency ("Polkadot" or "DOT") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Polkadot cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-DOT", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Polkadot Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY POLKADOT EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.03.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Polkadot Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY POLKADOT EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.008 for 2-Hour Polkadot Event Contracts, and 0.003 for 20-minutes Polkadot Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour Polkadot Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.01, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Polkadot Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Polkadot Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Polkadot Event Contracts shall be from 2,500 to 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Polkadot Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Polkadot Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Polkadot price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Polkadot price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Polkadot Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Polkadot Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce a DOT Index Value once each second throughout the life of the DOT Touch Bracket Contracts. That is, each second the Source Agency will calculate a DOT Index Value by taking by taking all U-DOT bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U- DOT bid/ask midpoint prices and the lowest twenty (20) percent of U-DOT bid/ask midpoint prices from the data set[123], and using the remaining U-DOT bid/ask midpoint prices to calculate the DOT Index Value for that second. The calculation used is a simple average of the remaining U-DOT bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-DOT bid/ask

[123] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

midpoint prices exceeds the sixty (60) second period, the DOT Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-DOT bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-DOT bid/ask midpoint prices and the lowest five (5) U- DOT bid/ask midpoint prices, and using the remaining fifteen (15) U-DOT bid/ask midpoint prices to calculate the DOT Index Value. The calculation used is a simple average of all fifteen (15) U-DOT bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.6 AVALANCHE (AVAX) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Avalanche Cryptocurrency ("Avalanche" or "AVAX") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Avalanche cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-AVAX", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Avalanche Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY AVALANCHE EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.01.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Avalanche Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.025, 0.050, 0.075 as reported by the Source Agency. Four(4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY AVALANCHE EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, andthe final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.025 for 2-Hour Avalanche Event Contracts, and 0.01 for 20-minutes Avalanche Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes Avalanche Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.01, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Avalanche Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Avalanche Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Avalanche Event Contracts shall be from 2,500 to 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Avalanche Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Avalanche Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Avalanche price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Avalanche price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Avalanche Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Avalanche Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an AVAX Index Value once each second throughout the life of the AVAX Touch Bracket Contracts. That is, each second the Source Agency will calculate a AVAX Index Value by taking by taking all U-AVAX bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U- AVAX bid/ask midpoint prices and the lowest twenty (20) percent of U-AVAX bid/ask midpoint prices from the data set[124], and using the remaining U-AVAX bid/ask midpoint prices to calculate the AVAX Index Value for that second. The calculation used is a simple average of the remaining U-AVAX bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-AVAX bid/ask midpoint prices exceeds the sixty (60) second period, the AVAX Index Value will be calculated by the Source Agency by taking the last

[124] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

twenty-five (25) U-AVAX bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-AVAX bid/ask midpoint prices and the lowest five (5) U-AVAX bid/ask midpoint prices, and using the remaining fifteen (15) U-AVAX bid/ask midpoint prices to calculate the AVAX Index Value. The calculation used is a simple average of all fifteen (15) U-AVAX bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.7 CHAINLINK (LINK) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the CHAINLINK Cryptocurrency ("CHAINLINK" or "LINK") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot CHAINLINK cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-LINK", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the CHAINLINK Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY CHAINLINK EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.08.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily CHAINLINK Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0025, 0.0050, 0.0075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY CHAINLINK EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.02 for 2-Hour CHAINLINK Event Contracts, and 0.008 for 20-minutes CHAINLINK Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes CHAINLINK Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.000, 0.001, 0.00025, 0.00050, 0.00075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional CHAINLINK Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for CHAINLINK Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for CHAINLINK Event Contracts shall be from 2,500 to 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the CHAINLINK Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the CHAINLINK Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the CHAINLINK price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CHAINLINK price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money CHAINLINK Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the CHAINLINK Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an LINK Index Value once each second throughout the life of the LINK Touch Bracket Contracts. That is, each second the Source Agency will calculate a LINK Index Value by taking by taking all U-LINK bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U- LINK bid/ask midpoint prices and the lowest twenty (20) percent of U-LINK bid/ask midpoint prices from the data set[14], and using the remaining U-LINK bid/ask midpoint prices to calculate the LINK Index Value for that second. The calculation used is a simple average of the remaining U-LINK bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the

Underlying market. In the event the time it takes to collect at least twenty-five (25) U-LINK bid/ask midpoint prices exceeds the sixty (60) second period, the LINK Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-LINK bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-LINK bid/ask midpoint prices and the lowest five (5) U-LINK bid/ask midpoint prices, and using the remaining fifteen (15) U-LINK bid/ask midpoint prices to calculate the LINK Index Value. The calculation used is a simple average of all fifteen (15) U-LINK bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.8 STELLAR (XLM) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the STELLAR (XLM) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot XLM cryptocurrency commodity bid/ask midpoint prices as reported in the LDF and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-XLM", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the XLM Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY XLM TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the XLM Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the

week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.004; The Floor shall be X – 0.001.

CONTRACT 2: The Ceiling shall be X + 0.003; The Floor shall be X – 0.002.

CONTRACT 3: The Ceiling shall be X + 0.002; The Floor shall be X – 0.003.

CONTRACT 4: The Ceiling shall be X + 0.001; The Floor shall be X – 0.004.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-XLM value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.004 (or 0.001)) and a Floor of X- 0.001 (or 0.004) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the XLM Touch Bracket Variable Payout Contracts shall be 0.0005 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the XLM Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the XLM Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the XLM Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) XLM INDEX VALUE – The Source Agency shall calculate and produce an XLM Index Value once each second throughout the life of the XLM Touch Bracket Contracts. That is, each second the Source Agency will calculate a XLM Index Value by taking by taking all U-XLM bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-XLM bid/ask midpoint prices and the lowest twenty (20) percent of U-XLM bid/ask midpoint prices from the data set[125], and using the remaining U-XLM bid/ask midpoint prices to calculate the XLM Index Value for that second. The calculation used is a simple average of the remaining U-XLM bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-XLM bid/ask midpoint prices exceeds the sixty (60) second period, the XLM Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-XLM bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-XLM bid/ask midpoint prices and the lowest five (5) U-XLM bid/ask midpoint prices, and using the remaining fifteen (15) U-XLM bid/ask midpoint prices to calculate the XLM Index Value. The calculation used is a simple average of all fifteen (15) U-XLM bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the XLM Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

[125] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

RULE 13.9 STELLAR (XLM) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Stellar Cryptocurrency ("Stellar" or "XLM") Event Contracts, referred to as an 'Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Stellar cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. and the ICE® Cryptocurrency Data aggregated by Blockstream® Corporation and distributed by ICE Data® Connectivity and Feeds, Inc., herein referred to as "U-XLM", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Stellar Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

(i) DAILY STELLAR EVENT CONTRACTS

(1) EXPIRATION TIME – 5 PM Saturday thru Thursday; 4 PM Friday.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.001.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Daily Stellar Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "X" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.000, 0.00025, 0.00050, 0.00075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y, and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. X – Y; X; X + Y). The Contract will have a Payout Criterion of greater than the strike level value.

(ii) INTRADAY STELLAR EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0003 for 2-Hour Stellar Event Contracts, and 0.0001 for 20-minutes Stellar Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes Stellar Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0001, 0.000025, 0.000050, 0.000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

(iii) Nadex may list additional Stellar Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Stellar Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Stellar Event Contracts shall be from 2,500 to 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Stellar Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Stellar Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Stellar price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Stellar price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Stellar Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Stellar Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an XLM Index Value once each second throughout the life of the XLM Touch Bracket Contracts. That is, each second the Source Agency will calculate a XLM Index Value by taking all U-XLM bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-XLM bid/ask midpoint prices and the lowest twenty (20) percent of U-XLM bid/ask midpoint prices from the data set2, and using the remaining U-XLM bid/ask midpoint prices to calculate the XLM Index Value for that second. The calculation used is a simple average of the remaining U-XLM bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-XLM bid/ask midpoint prices exceeds the sixty (60) second period, the XLM Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-XLM bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-XLM bid/ask midpoint prices and the lowest five (5) U-XLM bid/ask midpoint prices, and using the remaining fifteen (15) U-XLM bid/ask midpoint prices to calculate the XLM Index Value. The calculation used is a simple average of all fifteen (15) U-XLM bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.10 RESERVED

RULE 13.11 HEDERA HASHGRAPH (HBAR) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the

Hedera Hashgraph Cryptocurrency ("Hedera Hashgraph" or "HBAR") Event Contracts, referred to as an "Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Hedera Hashgraph cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-HBAR", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the Hedera Hashgraph Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY HEDERA HASHGRAPH EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.00022 for 2-Hour Hedera Hashgraph Event Contracts, and 0.00008 for 20-minutes Hedera Hashgraph Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes Hashgraph Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0001, 0.000025, 0.000050, 0.000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional Hashgraph Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for Hedera Hashgraph Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for Hedera Hashgraph Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the Hedera Hashgraph Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the Hedera Hashgraph Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the Hedera Hashgraph price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the Hedera Hashgraph price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money Hedera Hashgraph Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the Hashgraph Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an HBAR Index Value once each second throughout the life of the HBAR Touch Bracket Contracts. That is, each second the Source Agency will calculate a HBAR Index Value by taking all U-HBAR bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-HBAR bid/ask midpoint prices and the lowest twenty (20) percent of U-HBAR bid/ask midpoint prices from the data set[126], and using the remaining U-HBAR

[126] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask

bid/ask midpoint prices to calculate the HBAR Index Value for that second. The calculation used is a simple average of the remaining U-HBAR bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-HBAR bid/ask midpoint prices exceeds the sixty (60) second period, the HBAR Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-HBAR bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-HBAR bid/ask midpoint prices and the lowest five (5) U-HBAR bid/ask midpoint prices, and using the remaining fifteen (15) U-HBAR bid/ask midpoint prices to calculate the HBAR Index Value. The calculation used is a simple average of all fifteen (15) U-HBAR bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.12 RESERVED

RULE 13.13 HEDERA HASHGRAPH (HBAR) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the HEDERA HASHGRAPH (HBAR) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a "Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot HBAR cryptocurrency commodity bid/ask midpoint prices as reported in the Lukka Data Feed herein referred to as "U-HBAR", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the HBAR Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(i) WEEKLY HBAR TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the HBAR Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. the Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.004; The Floor shall be X –0.001.

CONTRACT 2: The Ceiling shall be X + 0.003; The Floor shall be X – 0.002.

CONTRACT 3: The Ceiling shall be X + 0.002; The Floor shall be X – 0.003.

CONTRACT 4: The Ceiling shall be X + 0.001; The Floor shall be X – 0.004.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-HBAR value, as reported by the Source Agency, rounded to the nearest 1.

(jj) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.004 (or 0.001) and a Floor of X- 0.001 (or 0.004) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the HBAR Touch Bracket Variable Payout Contracts shall be 0.0001 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the HBAR Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the HBAR Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date

as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the HBAR Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) HBAR INDEX VALUE – The Source Agency shall calculate and produce an HBAR Index Value once each second throughout the life of the HBAR Touch Bracket Contracts. That is, each second the Source Agency will calculate a HBAR Index Value by taking by taking all U-HBAR bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-HBAR bid/ask midpoint prices and the lowest twenty (20) percent of U-HBAR bid/ask midpoint prices from the data set[127], and using the remaining U-HBAR bid/ask midpoint prices to calculate the HBAR Index Value for that second. The calculation used is a simple average of the remaining U-HBAR bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-HBAR bid/ask midpoint prices exceeds the sixty (60) second period, the HBAR Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-HBAR bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-HBAR bid/ask midpoint prices and the lowest five (5) U-HBAR bid/ask midpoint prices, and using the remaining fifteen (15) U-HBAR bid/ask midpoint prices to calculate the HBAR Index Value. The calculation used is a simple average of all fifteen (15) U-HBAR bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the HBAR Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is

[127] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

released for that Series.

RULE 13.14 BONK (BONK) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the BONK (BONK) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot BONK cryptocurrency commodity bid/ask midpoint prices as reported by Lukka Inc. (the Lukka Data Feed ("LDF")), herein referred to as "U-BONK", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the BONK Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY BONK TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the BONK Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1.

CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2.

CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3.

CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U- BONK value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the BONK Touch Bracket Variable Payout Contracts shall be 0.00000002 and the Tick Value shall be $1.00.

(g) POSITION LIMIT – The Position Limit for the BONK Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the BONK Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the BONK Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) BONK INDEX VALUE – The Source Agency shall calculate and produce a BONK Index Value once each second throughout the life of the BONK Touch Bracket Contracts. That is, each second the Source Agency will calculate a BONK Index Value by taking by taking all U-BONK bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BONK bid/ask midpoint prices and the lowest twenty (20) percent of U-BONK bid/ask midpoint prices from the data set[128], and

[128] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint

using the remaining U-BONK bid/ask midpoint prices to calculate the BONK Index Value for that second. The calculation used is a simple average of the remaining U-BONK bid/ask midpoint prices in the data set, rounded to nine decimal points past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BONK bid/ask midpoint prices exceeds the sixty (60) second period, the BONK Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BONK bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-BONK bid/ask midpoint prices and the lowest five (5) U-BONK bid/ask midpoint prices, and using the remaining fifteen (15) U-BONK bid/ask midpoint prices to calculate the BONK Index Value. The calculation used is a simple average of all fifteen (15) U-BONK bid/ask midpoint prices, rounded to nine decimal points past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the BONK Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.15 DOGELON MARS (ELON) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Dogelon Mars (ELON) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot ELON cryptocurrency commodity bid/ask midpoint prices as reported by Lukka Inc. (the Lukka Data Feed ("LDF")), herein referred to as "U-ELON", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the ELON Touch Brackets, the Payout Criteria for the Contracts as forth below or as

prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

updated on the Exchange's Trading System:

(i) WEEKLY ELON TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the ELON Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1.

CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2.

CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3.

CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-ELON value, as reported by the Source Agency, rounded to the nearest 1.

(jj) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the ELON Touch Bracket Variable Payout Contracts shall be 0.0000000001 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the ELON Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the ELON Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the ELON Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) ELON INDEX VALUE – The Source Agency shall calculate and produce an ELON Index Value once each second throughout the life of the ELON Touch Bracket Contracts. That is, each second the Source Agency will calculate a ELON Index Value by taking by taking all U-ELON bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-ELON bid/ask midpoint prices and the lowest twenty (20) percent of U-ELON bid/ask midpoint prices from the data set[129], and using the remaining U-ELON bid/ask midpoint prices to calculate the ELON Index Value for that second. The calculation used is a simple average of the remaining U-ELON bid/ask midpoint prices in the data set, rounded to ten decimal points past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-ELON bid/ask midpoint prices exceeds the sixty (60) second period, the ELON Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-ELON bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-ELON bid/ask midpoint prices and the lowest five (5) U-ELON bid/ask midpoint prices, and using the remaining fifteen (15) U-ELON bid/ask midpoint prices to calculate the ELON Index Value. The calculation used is a simple average of all fifteen (15) U-ELON bid/ask midpoint prices, rounded to ten decimal points past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the ELON Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number

[129] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

is released for that Series.

RULE 13.16 PEPE (PEPE) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Pepe (PEPE) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot PEPE cryptocurrency commodity bid/ask midpoint prices as reported by Lukka Inc. (the Lukka Data Feed ("LDF")), herein referred to as "U-PEPE", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the PEPE Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY PEPE TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the PEPE Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1.

CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2.

CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3.

CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-PEPE value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the PEPE Touch Bracket Variable Payout Contracts shall be 0.000000005 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the PEPE Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the PEPE Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the PEPE Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) PEPE INDEX VALUE – The Source Agency shall calculate and produce a PEPE Index Value once each second throughout the life of the PEPE Touch Bracket Contracts. That is, each second the Source Agency will calculate a PEPE Index Value by taking by taking all U-PEPE bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-PEPE bid/ask midpoint prices and the lowest twenty (20) percent of U-PEPE bid/ask midpoint prices from the data set[130], and

[130] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint

using the remaining U-PEPE bid/ask midpoint prices to calculate the PEPE Index Value for that second. The calculation used is a simple average of the remaining U-PEPE bid/ask midpoint prices in the data set, rounded to nine decimal points past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-PEPE bid/ask midpoint prices exceeds the sixty (60) second period, the PEPE Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-PEPE bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-PEPE bid/ask midpoint prices and the lowest five (5) U-PEPE bid/ask midpoint prices, and using the remaining fifteen (15) U-PEPE bid/ask midpoint prices to calculate the PEPE Index Value. The calculation used is a simple average of all fifteen (15) U-PEPE bid/ask midpoint prices, rounded to nine decimal points past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the PEPE Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.17 FLOKI (FLOKI) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the FLOKI (FLOKI) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot FLOKI cryptocurrency commodity bid/ask midpoint prices as reported by Lukka Inc. (the Lukka Data Feed ("LDF")), herein referred to as "U-FLOKI", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the FLOKI Touch Brackets, the Payout Criteria for the Contracts as forth below or as

prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

updated on the Exchange's Trading System:

(i) WEEKLY FLOKI TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the FLOKI Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below.

CONTRACT 1: The Ceiling shall be X + 0.4; The Floor shall be X –0.1.

CONTRACT 2: The Ceiling shall be X + 0.3; The Floor shall be X – 0.2.

CONTRACT 3: The Ceiling shall be X + 0.2; The Floor shall be X – 0.3.

CONTRACT 4: The Ceiling shall be X + 0.1; The Floor shall be X – 0.4.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-FLOKI value, as reported by the Source Agency, rounded to the nearest 1.

(jj) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +0.4 (or 0.1)) and a Floor of X- 0.1 (or 0.4) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK – The Minimum Tick size for the FLOKI Touch Bracket Variable Payout Contracts shall be 0.00000005 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the FLOKI Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the FLOKI Touch Bracket Variable Payout Contracts for contracted Market Makers shall be 250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the FLOKI Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) FLOKI INDEX VALUE – The Source Agency shall calculate and produce a FLOKI Index Value once each second throughout the life of the FLOKI Touch Bracket Contracts. That is, each second the Source Agency will calculate a FLOKI Index Value by taking by taking all U-FLOKI bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-FLOKI bid/ask midpoint prices and the lowest twenty (20) percent of U-FLOKI bid/ask midpoint prices from the data set[131], and using the remaining U-FLOKI bid/ask midpoint prices to calculate the FLOKI Index Value for that second. The calculation used is a simple average of the remaining U-FLOKI bid/ask midpoint prices in the data set, rounded to nine decimal points past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-FLOKI bid/ask midpoint prices exceeds the sixty (60) second period, the FLOKI Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-FLOKI bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-FLOKI bid/ask midpoint prices and the lowest five (5) U-FLOKI bid/ask midpoint prices, and using the remaining fifteen (15) U-FLOKI bid/ask midpoint prices to calculate the FLOKI Index Value. The calculation used is a simple average of all fifteen (15) U- FLOKI bid/ask midpoint prices, rounded to nine decimal points past the precision of the Underlying market.

(n) EXPIRATION VALUE – The Expiration Value is the FLOKI Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number

[131] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

is released for that Series.

RULE 13.18 TIME PERSON OF THE YEAR EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Time Person of the Year Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [person] named Time's Person of the Year for [year].

(c) SOURCE AGENCY – The Source Agency is Time.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that [person] is Time's Person of the Year for [year].

(i) [person]: refers to a particular candidate for Time's Person of the Year. [person] can take values other than that of a human person, such as a group, idea, or object, including multiple people at once.

a. If there is no Time Person of the Year (and instead many variations thereof, e.g., "Entertainer of the Year" or "Hero of the Year"), then those variations are not encompassed by the Payment Criterion.

b. If multiple people win, all named persons that are listed are encompassed within the Payment Criterion.

c. [person] must be explicitly named as Person of the Year or pictured on the/a relevant cover if they are associated with the group or idea. The cover picture is relevant only in the event a natural human is named as [person]. For example:

i. In 2018, "The Guardians" were named Time's Person of the Year and were highlighted on four different covers. Any of the named Guardians, Jamal Khashoggi, Maria Ressa, Wa Lone, or the staff of The Capital, would have resolved to "Yes."

ii. If a brand or specific product (e.g., Tesla) is named Time's Person of the Year, then strikes of "electric cars" or "autonomous vehicles" would resolve to No, since they are not synonymous,

despite being conceptually linked to the brand or specific product. Additionally, since “electric cars” and “autonomous vehicles” are not persons, their picture on the cover is not relevant.

d. If Time uses language that does not specifically refer to a person or organization when naming its Person of the Year, CDNA will resolve markets to the most simple meaning available.

(ii) [year]: refers to a calendar year specified by CDNA. CDNA may list iterations of the Contract corresponding to variations of [year].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange’s website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange’s website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date will be the earlier of the first 10:00 AM ET following the release of the Person of the Year for [year] (whereupon the Last Trading Time will be 11:59 PM ET) or one year after [year] has ended (whereupon the Last Trading Time will be 11:59 PM ET). No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be no later than the day after the Expiration Date.

(k) EXPIRATION DATE –The Expiration Date of the Economic Contract will be three months after the last day of [year]. If Time announces the Underlying prior to that, the Expiration Date will be moved to one day after the announcement.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or

otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Owners, officers, employees, and contractors of Time
- Household members and immediate family members (siblings, children, and parents) of the above.

Note:

The Event Contract has not been endorsed by Time Magazine, and the use of the term "Time Person of the Year" does not indicate an endorsement of this product or any involvement by the sponsors of or any individuals under consideration for the award.

RULE 13.19 FED FUNDS RATE CUT EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Fed Funds Rate Cut Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [count] of changes by the Federal Open Market Committee of the Federal Reserve that lower the upper limit of the Federal Funds Target Range between the issuance of this Event Contract and [date]. A "cut" is a decrease in the upper bound by at least 1 basis point and up to and including 25 basis points. A cut decreasing the upper bound of the target range greater than 25 basis points and less than or equal to 50 basis points is considered two cuts; a cut decreasing the upper bound of the target range more than 50 basis points and less than or equal to 75 basis points is considered three cuts; and so on.

(c) SOURCE AGENCY – The Source Agency is the Federal Open Market Committee of the Federal Reserve.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that are [count].

(i) [count]: CDNA may list iterations of the Contract with [count] levels that fall within an inclusive range between a maximum value of [20] and a minimum value of [0] at consecutive increments of [1]. CDNA may modify [count] levels

in response to suggestions by Members. [count] levels may be above or below a given range to serve as the bottom and top of the Contract's range.

(ii) [date]: refers to a calendar date specified by CDNA.

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be one day after [date].

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the Federal Reserve.
- Governors of the Federal Reserve Board of Governors.

- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.20 FED FUNDS RATE HIKE EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Fed Funds Rate Hike Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [count] of changes by the Federal Open Market Committee of the Federal Reserve that raise the upper limit of the Federal Funds Target Range between the issuance of this Event Contract and [date]. A "hike" is an increase in the upper bound by at least 1 basis point and up to and including 25 basis points. A hike increasing the upper bound of the target range greater than 25 basis points and less than or equal to 50 basis points is considered two hikes; a hike increasing the upper bound of the target range more than 50 basis points and less than or equal to 75 basis points is considered three hikes; and so on.

(c) SOURCE AGENCY – The Source Agency is the Federal Open Market Committee of the Federal Reserve.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that are [count].

(i) [count]: CDNA may list iterations of the Contract with [count] levels that fall within an inclusive range between a maximum value of [20] and a minimum value of [0] at consecutive increments of [1]. CDNA may modify [count] levels in response to suggestions by Members. [count] levels may be above or below a given range to serve as the bottom and top of the Contract's range.

(ii) [date]: refers to a calendar date specified by CDNA.

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be one day after [date].

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the Federal Reserve.
- Governors of the Federal Reserve Board of Governors.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.21 TOP ALBUM BILLBOARD 200 EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Top Album Billboard 200 Event Contract, a type of “Event Contract” listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the number one album on the weekly Billboard Top 200 chart between issuance of the Contract and [date], as published by the Source Agency on the Expiration Date.

(c) SOURCE AGENCY – The Source Agency is Billboard.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values where [album] holds the number one position for [above/below/between] [for/for consecutive] [weeks].

(i) [album]: CDNA may list iterations of the Contract with [album] strikes corresponding to a recording project by a given artist.

(ii) [for/for consecutive]: [for/for continuous] refers to whether the Underlying refers to the total number of weeks the [album] is number one in a given time period ("for"), or whether the Underlying refers to the number of consecutive weeks that the album holds the number one position before losing it ("for consecutive").

(iii) [weeks]: [weeks] refers to a number of weeks that a given [album] is listed as number one on the Billboard 200 chart.

(iv) [date]: [date] refers to a calendar date specified by CDNA. CDNA may list iterations of the Contract corresponding to different statistical periods of [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME– The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the sooner of the date of the first 10:00 AM ET following the release of the last week of the Billboard 200 chart in the Underlying period or one month after [date].

(l) EXPIRATION TIME – The Expiration Time of the Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Owners, officers, and employees of Billboard.
- Household members and immediate family members (siblings, children, and parents) of the above.

Note:

The Event Contract has not been endorsed by Billboard. The use of the terms “Billboard” or “Billboard 200” does not indicate an endorsement of this product.

RULE 13.22 GRAMMY WINNERS EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Grammy Winners Event Contract, a type of “Event Contract” listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [nominee] that wins a Grammy [award] during the Grammy award ceremony that occurs during [year], as published by the Source Agency on the Expiration Date.

(c) SOURCE AGENCY – The Source Agency is the Recording Academy.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that [nominee] wins [award] during the Grammy award ceremony that occurs during [year].

(i) [nominee]: CDNA may list iterations of the Contract with [nominee] values

corresponding to potential and announced nominees that have been nominated for a particular [award]. CDNA will source [nominee] values from the nominees and others announced by the Recording Academy or from trade publications. Nominee strikes will be listed in association with specific [awards].

(ii) [award]: CDNA may list iterations of the Contract with [award] values corresponding to award categories offered at the Grammys. Award strikes will be listed in association with specific [nominees].

(iii) [year]: [year] refers to a calendar year specified by CDNA. CDNA may list iterations of the Contract corresponding to variations of [year].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be the earlier of the day following the occurrence of the Grammy award winners being posted on the website of the Recording Academy or the last day of the year the ceremony is being held in.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the

outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Current and former members of the Recording Academy.
- Artists nominated for a Grammy award.
- Paid employees and management of the Recording Academy.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

Note:

The Event Contract has not been endorsed by the Recording Association. The use of the terms Grammy or Recording Academy does not indicate an endorsement of this product.

RULE 13.23 OSCAR WINNERS EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Oscar Winners Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [nominee] that wins an Oscar [award] during the Oscar award ceremony that occurs during [year], as published by the Source Agency on the Expiration Date.

(c) SOURCE AGENCY – The Source Agency is the Academy of Motion Picture Arts and Sciences.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that [nominee] wins [award] during the Oscar award ceremony that occurs during [year].

(i) [nominee]: CDNA may list iterations of the Contract with [nominee] values corresponding to potential and announced nominees that have been nominated for a particular [award]. CDNA will source [nominee] values from the nominees and others announced by the Academy of Motion Picture arts and Sciences or from trade publications.

(ii) [award]: CDNA may list iterations of the Contract with [award] values corresponding to the awards categories offered at the Oscars.

(iii) [year]: [year] refers to a calendar year specified by CDNA. CDNA may list iterations of the Contract corresponding to variations of [year].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be no later than the day after the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be the earlier of the day following the occurrence of the Oscar award winners being posted on the website of the Academy of Motion Picture Arts and Sciences or the last day of the year the ceremony is being held in.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Current and former members of the Academy of Motion Picture Arts and Sciences.
- Actors nominated for an Oscar award.
- Paid employees and management of the Academy of Motion Picture Arts and Sciences.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

Note:

The Event Contract has not been endorsed by the Academy of Motion Picture Arts and Sciences. The use of the terms Oscar or Academy of Motion Picture Arts and Sciences does not indicate an endorsement of this product.

RULE 13.24 H5N1COUNT EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the H5N1 Count Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the number of H5N1 cases reported in humans in the United States in a given year, as published by the Source Agency on the Expiration Date.

(c) SOURCE AGENCY – The Source Agency is the Centers for Disease Control ("CDC").

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that there are above [count] H5N1 cases reported in humans in [year].

(i) [count]: CDNA may list iterations of the Contract with [count] levels that fall within an inclusive range between 0 and 100,000,000 at consecutive increments of [1]. Due to the potential of variability in the Underlying, CDNA may modify [count] levels in response to suggestions by Members.

(ii) [year]: [year] refers to a calendar year specified by CDNA. CDNA may list iterations of the Contract corresponding to variations of [year].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date of the Contract will be the sooner of the date of the first 10:00 AM ET following the occurrence of an event that is encompassed by the Payment Criterion or the last day of [year] (whereupon the Last Trading Time will be 11:59 PM ET).

(j) SETTLEMENT DATE AND TIME– The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be the earlier of the date of the first 10:00 AM ET following the occurrence of an event that is encompassed in the Payment Criterion or the first 10:00 AM ET following the end of [year].

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

RULE 13.25 [RESERVED]

RULE 13.26 FINANCIAL TIMES PERSON OF THE YEAR EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Financial Times Person of the Year Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [person] named Financial Times' Person of the Year for [year].

(c) SOURCE AGENCY – The Source Agency is the Financial Times.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that [person] is the Financial Times' Person of the Year for [year].

(i) [person]: refers to a particular candidate for Financial Times' Person of the Year. [person] can take values other than that of a human person, such as a technology or concept, or multiple people at once.

(ii) [year]: refers to a calendar year specified by CDNA. CDNA may list iterations of the Contract corresponding to variations of [year].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE –The Expiration Date of the Economic Contract will be either (i) three months after the last day of [year] or (ii) if the Financial Times announces the Underlying prior to three months after the last day of [year], then the date on which the Financial Times announces the Underlying.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Owners, officers, employees, and contractors of the Financial Times.
- Household members and immediate family members (siblings, children, and parents) of the above.

Note:

The Event Contract has not been endorsed by the Financial Times, and the use of the term "Financial Times" does not indicate an endorsement of this product or any involvement by the sponsors of or any individuals under consideration for the award.

RULE 13.27 [RESERVED]

RULE 13.28 [RESERVED]

RULE 13.29 CONTINGENT DERIVATIVES CONTRACT - INDUSTRY EVENT- LIVE PRESENTATIONS - NAICS 711

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Contingent Derivatives Contract - Industry Event- Live Presentations - Naics 711, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is a separate, discrete and identifiable industry event (the "Industry Event") that determines a leader, champion, title holder or winner for that specific Industry Event that occurs on a specific Date.

(i) Industry Event: refers to any separate, discrete and identifiable live presentation industry event in Performing Arts, Spectator Sports, and Related Industries[132] where the outcome identifies a leader, an

[132] The U.S. The Bureau of Labor Statistics maintains data for over 100 industries and uses the North American Industry Classification System (NAICS) for supersectors, sectors, and industries to categorize

achievement, an accomplishment, a champion, a title holder or a winner (the "Industry Event Holder") from the eligible participants in the Industry Event (the "Industry Participants").

(ii) Date: refers to the month, day and year in which the Industry Event takes place.

(c) SOURCE AGENCY – The Source Agency is the final result of the Industry Event reported by AP News or as a back-up Source Agency, any U.S. national news provider as published on the Trading System.

(d) TYPE – The Type of Contract is a contingent derivatives contract (i.e. an Event Contract), which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Event Contract encompasses the Expiration Value where the Industry Event Holder is determined by the outcome of the Industry Event, as published by the Source Agency on the Expiration Date. Industry Event Holder will have the value set forth on the Trading System.

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.25.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date. The Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Last Trading Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract will be 24 hours after the date on which the Industry Event is held. The Expiration Date will be

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the data. The Event Contract encompasses Industry Events in the industry categorized under NAICS 711 (Performing Arts, Spectator Sports, and Related Industries). See https://www.bls.gov/iag/tgs/iag711.htm.

adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 24 hours after the start time of the Industry Event. The Expiration Time will be adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $100.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date and Time, Expiration Date, and Expiration Time will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Current and former Industry Participant players, coaches, agents and staff.
- Paid employees and management of the Industry Participants.
- Owners of the Industry Participants.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

(q) TEMPORARY MARKET SUSPENSIONS – The Event Contract market may be temporarily suspended beginning approximately 60 seconds prior to the official start time of any event that is used to determine the Industry Event Holder or as set forth in the Trading System.

RULE 13.30 [RESERVED]

RULE 13.31 [RESERVED]

RULE 13.32 [RESERVED]

RULE 13.33 [RESERVED]

RULE 13.34 CARDANO (ADA) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the ADA Cryptocurrency ("ADA" or "ADA") Event Contracts, referred to as an "Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot ADA cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-ADA", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the ADA Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY ADA EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.005 for 2-Hour ADA Event Contracts, and 0.0020 for 20-minutes ADA Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes ADA Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the

Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0001, 0.000025, 0.000050, 0.000075 as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional ADA Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for ADA Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for ADA Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the ADA Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the ADA Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the ADA price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the ADA price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money ADA Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the ADA Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an ADA Index Value once each second throughout the life of the ADA Touch Bracket Contracts. That is, each second the Source Agency will calculate a ADA Index Value by taking all U-ADA bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second

period, removing the highest twenty (20) percent of U-ADA bid/ask midpoint prices and the lowest twenty (20) percent of U-ADA bid/ask midpoint prices from the data set[133], and using the remaining U-ADA bid/ask midpoint prices to calculate the ADA Index Value for that second. The calculation used is a simple average of the remaining U-ADA bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-fi ve (25) U-ADA bid/ask midpoint prices exceeds the sixty (60) second period, the ADA Index Value will be calculated by the Source Agency by taking the last twenty-fi ve (25) U-ADA bid/ask midpoint prices just prior to the Calculation Time, removing the highest fi ve (5) U-ADA bid/ask midpoint prices and the lowest fi ve (5) U-ADA bid/ask midpoint prices, and using the remaining fi fteen (15) U-ADA bid/ask midpoint prices to calculate the ADA Index Value. The calculation used is a simple average of all fi fteen (15) U-ADA bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.35 CARDANO (ADA) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Cardano (ADA) Cryptocurrency "Touch Bracket" Variable Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot ADA cryptocurrency commodity bid/ask midpoint prices as reported in the Lukka Inc. (the Lukka Data Feed ("LDF"), herein referred to as "U-ADA", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the

[133] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

ADA Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY ADA TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the ADA Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below. Let R represent the range of the Touch Bracket, with an initial value of [0.04]. When the market moves, the Range will be adjusted accordingly. The (4) Touch Brackets will have the following Ceiling and Floor:

CONTRACT 1: The Ceiling shall be X + R*0.8; The Floor shall be X –R*0.2.

CONTRACT 2: The Ceiling shall be X +R*0.6; The Floor shall be X – R*0.4.

CONTRACT 3: The Ceiling shall be X + R*0.4; The Floor shall be X – R*.06.

CONTRACT 4: The Ceiling shall be X + R*0.2; The Floor shall be X – R*0.8.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-ADA value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +R*0.8 (or 0.2)) and a Floor of X- R*0.2 (or R*0.8) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the ADA Touch Bracket Variable Payout Contracts shall be 0.0004 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the ADA Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the ADA Touch Bracket Variable Payout Contracts for contracted Market Makers shall be

250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the ADA Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) ADA INDEX VALUE – The Source Agency shall calculate and produce an ADA Index Value once each second throughout the life of the ADA Touch Bracket Contracts. That is, each second the Source Agency will calculate a ADA Index Value by taking by taking all U-ADA bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-ADA bid/ask midpoint prices and the lowest twenty (20) percent of U-ADA bid/ask midpoint prices from the data set[134], and using the remaining U-ADA bid/ask midpoint prices to calculate the ADA Index Value for that second. The calculation used is a simple average of the remaining U-ADA bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-ADA bid/ask midpoint prices exceeds the sixty (60) second period, the ADA Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-ADA bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-ADA bid/ask midpoint prices and the lowest five (5) U-ADA bid/ask midpoint prices, and using the remaining fifteen (15) U-ADA bid/ask midpoint prices to calculate the ADA Index Value. The calculation used is a simple average of all fifteen (15) U-ADA bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

[134] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(n) EXPIRATION VALUE – The Expiration Value is the ADA Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.36 SOLANA (SOL) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Solana Cryptocurrency ("Solana" or "SOL") Event Contracts, referred to as an "Event Contract", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot Solana cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-SOL", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the SOL Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY SOL EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.7 for 2-Hour SOL Event Contracts, and 0.3 for 20-minutes SOL Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes SOL Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency,

immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the nearest value ending in either 0.00, 0.0001, 0.000025, 0.000050, 0.000075 as reported by

the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y (e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional SOL Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for SOL Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for SOL Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the SOL Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the SOL Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the SOL price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the SOL price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money SOL Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the SOL Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an SOL Index Value once each second throughout the life of the SOL Touch Bracket Contracts. That is, each second the Source Agency will calculate a SOL Index Value by taking all U-SOL bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second

period, removing the highest twenty (20) percent of U-SOL bid/ask midpoint prices and the lowest twenty (20) percent of U-SOL bid/ask midpoint prices from the data set[135], and using the remaining U-SOL bid/ask midpoint prices to calculate the SOL Index Value for that second. The calculation used is a simple average of the remaining U-SOL bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-SOL bid/ask midpoint prices exceeds the sixty (60) second period, the SOL Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-SOL bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-SOL bid/ask midpoint prices and the lowest five (5) U-SOL bid/ask midpoint prices, and using the remaining fifteen (15) U-SOL bid/ask midpoint prices to calculate the SOL Index Value. The calculation used is a simple average of all fifteen (15) U-SOL bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.37 SOLANA (SOL) CRYPTOCURRENCY "TOUCH BRACKET" VARIABLE PAYOUT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Solana (SOL) Cryptocurrency "Touch Bracket" Variable Payout Contracts, referred to as a 'Touch Bracket", issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot SOL cryptocurrency commodity bid/ask midpoint prices as reported in the Lukka Inc. (the Lukka Data Feed ("LDF"), herein referred to as "U-SOL", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is a Variable Payout Contract.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Variable Payout Contracts are initially issued. For the SOL

[135] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

Touch Brackets, the Payout Criteria for the Contracts as forth below or as updated on the Exchange's Trading System:

(i) WEEKLY SOL TOUCH BRACKET VARIABLE PAYOUT CONTRACTS, Expiration is the earlier of (a) 4:15PM ET on the Last Trade Day of the contract listing, or (b) when the SOL Index Value is equal to or greater than the Ceiling, or equal to or less than the Floor. The Exchange shall list a set of four (4) Touch Bracket Variable Payout Contracts, each referred to as a 'Touch Bracket', that open at 11:00 PM ET on the first Trade Day of the week, with overlapping ranges, which conform to the Payout Criteria listed below. Let R represent the range of the Touch Bracket, with an initial value of [8]. When the market moves, the Range will be adjusted accordingly. The (4) Touch Brackets will have the following Ceiling and Floor

CONTRACT 1: The Ceiling shall be X + R*0.8; The Floor shall be X –R*0.2.

CONTRACT 2: The Ceiling shall be X + R*0.6; The Floor shall be X – R*0.4.

CONTRACT 3: The Ceiling shall be X + R*0.4; The Floor shall be X –R*0.6.

CONTRACT 4: The Ceiling shall be X + R*0.2; The Floor shall be X – R*0.8.

DOLLAR MULTIPLIER – The Dollar Multiplier shall be 1.

In each case, "X" equals the last U-SOL value, as reported by the Source Agency, rounded to the nearest 1.

(ii) Upon the early Expiration of a Touch Bracket, the Exchange may list a new Touch Bracket with a Ceiling of X +R*0.8 (or R*0.2)) and a Floor of X-R*0.2 (or R*0.8) where X equals the Ceiling (or Floor) of the Touch Bracket that expired early. The newly listed Touch Bracket will have the same Last Trade Day as originally established for the expired Touch Bracket and the same Dollar Multiplier as the expired Touch Bracket.

(f) MINIMUM TICK –The Minimum Tick size for the SOL Touch Bracket Variable Payout Contracts shall be 0.05 and the Tick Value shall be $1.00.

(g) POSITION LIMIT –The Position Limit for the SOL Touch Bracket Variable Payout Contracts shall be 250 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the SOL Touch Bracket Variable Payout Contracts for contracted Market Makers shall be

250,000 Contracts per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same date as the Settlement Date.

(j) SETTLEMENT DATE – The Settlement Date of the Contract shall be the same date as the Expiration Date.

(k) EXPIRATION DATE – The Expiration Date of the Contract shall be the date on which the SOL Touch Bracket Expiration Value is released by the Source Agency.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of either a Short or Long Variable Payout Contract on Settlement Date. The Settlement Value of a Variable Payout Contract is determined as described in the definition for Long and Short Variable Payout Contracts.

(m) SOL INDEX VALUE – The Source Agency shall calculate and produce an SOL Index Value once each second throughout the life of the SOL Touch Bracket Contracts. That is, each second the Source Agency will calculate a SOL Index Value by taking by taking all U-SOL bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-SOL bid/ask midpoint prices and the lowest twenty (20) percent of U-SOL bid/ask midpoint prices from the data set[136], and using the remaining U-SOL bid/ask midpoint prices to calculate the SOL Index Value for that second. The calculation used is a simple average of the remaining U-SOL bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-SOL bid/ask midpoint prices exceeds the sixty (60) second period, the SOL Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-SOL bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-SOL bid/ask midpoint prices and the lowest five (5) U-SOL bid/ask midpoint prices, and using the remaining fifteen (15) U-SOL bid/ask midpoint prices to calculate the SOL Index Value. The calculation used is a simple average of all fifteen (15) U-SOL bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

[136] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(n) EXPIRATION VALUE – The Expiration Value is the SOL Index Value released by the Source Agency at Expiration on the Expiration Date.

(o) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.38 DOGELON MARS (ELON) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Dogelon Mars Cryptocurrency ("ELON") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot ELON cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-ELON", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the ELON Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY ELON EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.000000001 for 2-Hour ELON Event Contracts, and 0.0000000004 for 20-minutes ELON Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes ELON Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional ELON Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for ELON Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for ELON Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the ELON Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the ELON Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the ELON price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the ELON price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money ELON Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the ELON Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an ELON Index Value once each second throughout

the life of the ELON Touch Bracket Contracts. That is, each second the Source Agency will calculate a ELON Index Value by taking all U-ELON bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-ELON bid/ask midpoint prices and the lowest twenty (20) percent of U-ELON bid/ask midpoint prices from the data set[137], and using the remaining U-ELON bid/ask midpoint prices to calculate the ELON Index Value for that second. The calculation used is a simple average of the remaining U-ELON bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-ELON bid/ask midpoint prices exceeds the sixty (60) second period, the ELON Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-ELON bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-ELON bid/ask midpoint prices and the lowest five (5) U-ELON bid/ask midpoint prices, and using the remaining fifteen (15) U-ELON bid/ask midpoint prices to calculate the ELON Index Value. The calculation used is a simple average of all fifteen (15) U-ELON bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.39 BONK (BONK) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Bonk Cryptocurrency ("BONK") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot BONK cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-BONK", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

[137] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the BONK Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY BONK EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.00000024 for 2-Hour BONK Event Contracts, and 0.0000001 for 20-minutes BONK Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes BONK Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional BONK Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for BONK Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for BONK Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the BONK Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the BONK Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the BONK price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the BONK price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money BONK Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the BONK Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an BONK Index Value once each second throughout the life of the BONK Touch Bracket Contracts. That is, each second the Source Agency will calculate a BONK Index Value by taking all U-BONK bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-BONK bid/ask midpoint prices and the lowest twenty (20) percent of U-BONK bid/ask midpoint prices from the data set[138], and using the remaining U-BONK bid/ask midpoint prices to calculate the BONK Index Value for that second. The calculation used is a simple average of the remaining U-BONK bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-BONK bid/ask midpoint prices exceeds the sixty (60) second period, the BONK Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-BONK bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-BONK bid/ask midpoint prices and the lowest five (5) U-BONK

[138] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

bid/ask midpoint prices, and using the remaining fifteen (15) U-BONK bid/ask midpoint prices to calculate the BONK Index Value. The calculation used is a simple average of all fifteen (15) U-BONK bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.40 CRONOS (CRO) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Cronos Cryptocurrency ("CRO") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot CRO cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-CRO", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the CRO Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY CRO EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0008 for 2-Hour CRO Event Contracts, and 0.0003 for 20-minutes CRO Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes CRO Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional CRO Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for CRO Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for CRO Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the CRO Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the CRO Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the CRO price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the CRO price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money CRO Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the CRO Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an CRO Index Value once each second throughout the life of the CRO Touch Bracket Contracts. That is, each second the Source Agency will calculate a CRO Index Value by taking all U-CRO bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-CRO bid/ask midpoint prices and the lowest twenty (20) percent of U-CRO bid/ask midpoint prices from the data set[139], and using the remaining U-CRO bid/ask midpoint prices to calculate the CRO Index Value for that second. The calculation used is a simple average of the remaining U-CRO bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-CRO bid/ask midpoint prices exceeds the sixty (60) second period, the CRO Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-CRO bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-CRO bid/ask midpoint prices and the lowest five (5) U-CRO bid/ask midpoint prices, and using the remaining fifteen (15) U-CRO bid/ask midpoint prices to calculate the CRO Index Value. The calculation used is a simple average of all fifteen (15) U-CRO bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.41 FLOKI (FLOKI) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Floki Cryptocurrency ("FLOKI") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot FLOKI cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-FLOKI", quoted in US dollars.

[139] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the FLOKI Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY FLOKI EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.000001 for 2-Hour FLOKI Event Contracts, and 0.00000043 for 20-minutes FLOKI Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes FLOKI Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional FLOKI Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for FLOKI Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for FLOKI Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the FLOKI Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the FLOKI Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the FLOKI price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the FLOKI price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money FLOKI Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the FLOKI Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an FLOKI Index Value once each second throughout the life of the FLOKI Touch Bracket Contracts. That is, each second the Source Agency will calculate a FLOKI Index Value by taking all U-FLOKI bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-FLOKI bid/ask midpoint prices and the lowest twenty (20) percent of U-FLOKI bid/ask midpoint prices from the data set[140], and using the remaining U-FLOKI bid/ask midpoint prices to calculate the FLOKI Index Value for that second. The calculation used is a simple average of the remaining U-FLOKI bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-FLOKI bid/ask midpoint prices exceeds the sixty (60) second period, the FLOKI Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-FLOKI bid/ask midpoint prices just prior to the Calculation Time, removing

[140] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

the highest five (5) U-FLOKI bid/ask midpoint prices and the lowest five (5) U-FLOKI bid/ask midpoint prices, and using the remaining fifteen (15) U-FLOKI bid/ask midpoint prices to calculate the FLOKI Index Value. The calculation used is a simple average of all fifteen (15) U-FLOKI bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.42 PEPE (PEPE) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Pepe Cryptocurrency ("PEPE") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot PEPE cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-PEPE", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the PEPE Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY PEPE EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.0000001 for 2-Hour PEPE Event Contracts, and 0.000000044 for 20-minutes PEPE Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes PEPE Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional PEPE Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for PEPE Event Contracts shall be $0.1.

(g) POSITION LIMIT – The Position Limits for PEPE Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the PEPE Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the PEPE Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the PEPE price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the PEPE price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money PEPE Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the PEPE Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an PEPE Index Value once each second throughout the life of the PEPE Touch Bracket Contracts. That is, each second the Source Agency will calculate a PEPE Index Value by taking all U-PEPE bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-PEPE bid/ask midpoint prices and the lowest twenty (20) percent of U-PEPE bid/ask midpoint prices from the data set[141], and using the remaining U-PEPE bid/ask midpoint prices to calculate the PEPE Index Value for that second. The calculation used is a simple average of the remaining U-PEPE bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-PEPE bid/ask midpoint prices exceeds the sixty (60) second period, the PEPE Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-PEPE bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-PEPE bid/ask midpoint prices and the lowest five (5) U-PEPE bid/ask midpoint prices, and using the remaining fifteen (15) U-PEPE bid/ask midpoint prices to calculate the PEPE Index Value. The calculation used is a simple average of all fifteen (15) U-PEPE bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.43 XRP (XRP) CRYPTOCURRENCY EVENT CONTRACTS

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the XRP Cryptocurrency ("XRP") Event Contracts, referred to as an "Event Contract", made available for trading by the Exchange.

[141] If 20% of the data set would result in a non-integer number of bid/ask midpoint prices, the number of bid/ask midpoint prices to be removed from the set will be rounded down. For example, if the number of bid/ask midpoint prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 bid/ask midpoint prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest bid/ask midpoint prices will be removed from the data set.

(b) UNDERLYING – The Underlying for this Class of Contracts is the spot XRP cryptocurrency commodity bid/ask midpoint prices reported by Lukka, Inc. herein referred to as "U-XRP", quoted in US dollars.

(c) SOURCE AGENCY – The Source Agency is the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYOUT CRITERION – The Payout Criterion for each Contract will be set by the Exchange at the time the Event Contracts are initially issued. For the XRP Event Contracts, the Payout Criteria for the Contracts will be set as forth below or as updated on the Exchange's Trading System:

i) INTRADAY XRP EVENT CONTRACTS

(1) EXPIRATION TIME – Every 2 Hours and every 20 minutes with the first expiration occurring at 1:00 am ET Saturday, and 11:20 pm ET Friday, respectively, and the final expiration occurring the following Friday at the 4:00 pm ET CLOSE.

(2) STRIKE INTERVAL WIDTH – The interval width between each strike level shall be 0.01 for 2-Hour XRP Event Contracts, and 0.004 for 20-minutes XRP Event Contracts.

(3) NUMBER OF STRIKE LEVELS LISTED – Nine (9) strike levels will be listed for each Intraday 2-Hour and 20-minutes XRP Event Contract Series.

(4) STRIKE LEVELS GENERATED - Strike levels will be generated such that Event Contract "Y" is valued 'at-the-money' in relation to the Underlying market as determined by the Source Agency, immediately before the issuance of these Contracts, and shall be measured in U.S. cents rounded to the tick size of the underlying as reported by the Source Agency. Four (4) strike levels will be generated above Event Contract X at an interval of Y and four (4) strike levels will be generated below Event Contract X at an interval of Y(e.g. Y – X; Y; Y + X). The Contract will have a Payout Criterion of greater than the strike level value.

ii) Nadex may list additional XRP Event Contracts with different ranges of Payout Criteria on a discretionary basis in accordance with the CEA and Commission Regulations.

(f) MINIMUM TICK – The Minimum Tick size for XRP Event Contracts shall be $0.1

(g) POSITION LIMIT – The Position Limits for XRP Event Contracts shall be 25,000 Contracts per Class, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for the XRP Event Contracts for contracted Market Makers shall be from 5,000 to 50,000 per strike level, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date in a Series is the same as the Expiration Date. No trading in the XRP Event Contracts shall occur after its Last Trading Date.

(j) SETTLEMENT DATE – The Settlement Date will be the date on which the XRP price as reported by the Source Agency.

(k) EXPIRATION DATE – The Expiration Date of the Contract will be the date on which the XRP price is released.

(l) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in the money Contract on the Settlement Date. The Settlement Value of an in the money XRP Event Contract is from $10 to $100.

(m) EXPIRATION VALUE – The Expiration Value is the XRP Index Value calculated and produced by the Source Agency on the Expiration Date. The Source Agency shall calculate and produce an XRP Index Value once each second throughout the life of the XRP Touch Bracket Contracts. That is, each second the Source Agency will calculate a XRP Index Value by taking all U-XRP bid/ask midpoint prices occurring in the sixty (60) seconds leading up to the Calculation Time, provided at least twenty-five (25) bid/ask midpoint prices are captured during the sixty (60) second period, removing the highest twenty (20) percent of U-XRP bid/ask midpoint prices and the lowest twenty (20) percent of U-XRP bid/ask midpoint prices from the data set , and using the remaining U-XRP bid/ask midpoint prices to calculate the XRP Index Value for that second. The calculation used is a simple average of the remaining U-XRP bid/ask midpoint prices in the data set, rounded to one decimal point past the precision of the Underlying market. In the event the time it takes to collect at least twenty-five (25) U-XRP bid/ask midpoint prices exceeds the sixty (60) second period, the XRP Index Value will be calculated by the Source Agency by taking the last twenty-five (25) U-XRP bid/ask midpoint prices just prior to the Calculation Time, removing the highest five (5) U-XRP bid/ask midpoint prices and the lowest five (5) U-XRP bid/ask midpoint prices, and using the remaining fifteen

(15) U-XRP bid/ask midpoint prices to calculate the XRP Index Value. The calculation used is a simple average of all fifteen (15) U-XRP bid/ask midpoint prices, rounded to one decimal point past the precision of the Underlying market.

(n) CONTINGENCIES – If no level is actually announced on the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying number is released for that Series.

RULE 13.44 FED FUNDS RATE EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Fed Funds Rate Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the change in the upper bound of the Federal Funds Target Range, measured in basis points, rounded up to the nearest 25 basis points, and set by the Federal Open Market Committee of the Federal Reserve as of a date.

(c) SOURCE AGENCY – The Source Agency is the Federal Open Market Committee of the Federal Reserve.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that are strictly [greater than/less than] [percent] for [meeting]. If no data is available at the Expiration Time, the Contract resolves to "No."

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Economic Contract will be one day after the Federal Open Market Committee meeting.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 2:05 PM ET, or as specified on the Exchange's website or Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the Federal Reserve.
- Governors of the Federal Reserve Board of Governors.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.45 ECB RATE EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the ECB Rate Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contract is the [interest rate] as reported by the Source Agency.
[interest rate] means the interest rate on the main refinancing operations, the interest rate on the deposit facility, or the rate on the marginal lending facility.

(c) SOURCE AGENCY – The Source Agency is the Governing Council of the European Central Bank (the "ECB").

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that are strictly [greater than/less than] [percent] for [meeting]. If no data is available at the Expiration Time, the Contract resolves to "No."

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract will be one day after the Governing Council of the European Central Bank meeting.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be 2:05 PM ET, or as specified on the Exchange's website or Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the ECB.
- Members of the ECB Governing Council.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.46 UNEMPLOYMENT RATE EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Unemployment Rate Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the unemployment rate as reported by the Source Agency.

(c) SOURCE AGENCY – The Source Agency is the U.S. Department of Labor, Bureau of Labor Statistics.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – The Contract is based on the outcome of a recurrent data release, which is issued on a monthly basis. Contract iterations will be issued on a recurring basis.

(f) PAYMENT CRITERION – The Payment Criterion for each Contract will be set by CDNA at the time the Event Contracts are initially issued. For the Event Contract, the Payment Criterion for the Contracts will be Expiration Values that are [above/below] [value] [at/before] [time] on [date]. If no data is available for [time] on [date] on the Expiration Date, then the Expiration Value will be the value most recently available prior to [time].

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE AND TIME – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(l) EXPIRATION DATE – The Expiration Date of the Contract will be one day after the release of the unemployment rate by the Source Agency.

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be 2:05 PM ET, or as specified on the Exchange's website or Trading System.

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(q) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the U.S. Department of Labor, Bureau of Labor Statistics.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.47 NON-FARM PAYROLLS EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Non-Farm Payrolls Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the number of jobs as reported in non-farm payrolls reported by the Source Agency.

(c) SOURCE AGENCY – The Source Agency is the U.S. Department of Labor, Bureau of Labor Statistics.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – The Contract is based on the outcome of a recurrent data release, which is issued on a monthly basis. Contract iterations will be issued on a recurring basis.

(f) PAYMENT CRITERION – The Payment Criterion for each Contract will be set by CDNA at the time the Event Contracts are initially issued. For the Event Contract, the Payment Criterion for the Contracts will be Expiration Values that are [above/below] [value] [at/before] [time] on [date]. If no data is available for [time] on [date] on the Expiration Date, then the Expiration Value will be the value most recently available prior to [time].

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE AND TIME – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(l) EXPIRATION DATE – The Expiration Date of the Contract will be one day after the release of the non-farm payrolls by the Source Agency.

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be 2:05 PM ET, or as specified on the Exchange's website or Trading System.

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of

an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(q) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the U.S. Department of Labor, Bureau of Labor Statistics.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.48 FX RATE EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the FX Rate Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the open [currency 1]/[currency 2] price at [time] for [date]. [currency 1] refers to a currency identified by the Exchange. [currency 2] refers to a currency identified by the Exchange that is not [currency 1]. [time] refers to a time measured in Eastern Time specified by the Exchange. The Exchange may list iterations of the Contract, each corresponding to a different [time]. [date] refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract, each corresponding to a different [date].

(c) SOURCE AGENCY – The Source Agency is CDNA.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – The Contract is based on the outcome of a recurrent data release, which is issued on a real-time basis. The Contract will be issued on a daily basis.

(f) PAYMENT CRITERION – The Payment Criterion for the Contract encompasses the Expiration Values that are [above/below/between] price. If the value of [above/below/between] is "between," then the price shall be a range of numbers,

and an Expiration Value that is greater than or equal to the lower value of the percent pair and less than or equal to the greater value of the percent pair are encompassed in the Payout Criterion. If no data is available at the Expiration Time, the Contract resolves to "No."

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(l) EXPIRATION DATE – The Expiration Date of the Economic Contract will be one day after the data is released or one week following [date].

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be [time].

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the price or value of [currency 1]/[currency 2] (a "Currency Pair") as released by the Source Agency on the Expiration Date at the Expiration Time. The Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) Midpoints (as defined below) between the bid/ask spread (five pips wide or less) of the Currency Pair just prior to the close of trading of the Event Contract and removing the highest five (5) Midpoints and the lowest (5) Midpoints, using the remaining fifteen (15) Midpoints to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) Midpoints of the Currency Pair, rounded to one decimal point past the precision of the underlying market. A Midpoint is calculated by adding the bid price

and the ask price together and then dividing that number by two (2). For example, if the bid price is 1.3400 and the ask price is 1.3402, the two numbers are added together (totaling 2.6802) and then divided by two (2), equaling a Midpoint of 1.3401. If the spread between a particular bid price and ask price is deemed too wide (greater than five (5) pips), or if it is a consecutive duplicate bid/ask quote, those prices will not be used to calculate a Midpoint and will thus not be included within the 25 initially captured values.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

RULE 13.49 ELECTION OUTCOME EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Election Outcome Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [candidate] elected to

[position] of [body] after Issuance and before [date].

[candidate] refers to an individual identified by the Exchange.

[position] refers to a publicly held office identified by the Exchange.

[body] refers to an electorate identified by the Exchange.

[date] refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations in [date].

(c) SOURCE AGENCY – The Source Agencies are the New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, The Washington Post, The Wall Street Journal, ABC News, CBS News, CNN, Fox News, MSNBC, and NBC, as determined by the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – Contract iterations will be listed on an as-needed basis at the discretion of the Exchange and corresponding to the risk management needs of Members.

(f) PAYMENT CRITERION – The Payment Criterion for the Event Contract encompasses the Expiration Value where the [candidate] elected to [position] is determined by the outcome of an election, as published by the Source Agency on the Expiration Date.

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE – The Last Trading Date will be the day prior to [date]. The Last Trading Time will be 11:59 PM ET. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date shall be no later than the day after the Expiration Date. The Settlement Time will be the same as the Expiration Time.

(l) EXPIRATION DATE – The Expiration Date of the Event Contract will be one day after [date].

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

## RULE 13.50 CONSUMER PRICE INDEX EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Consumer Price Index Event Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the official [statistic] for the month or year as published by the Source Agency.

> [statistic] refers to a given statistic published by the Source Agency, and may be Consumer Price Index – All Items, Consumer Price Index – All Items Less Food and Energy, Consumer Price Index – Food at Home, or Consumer Price Index – Food Away from Home.

(c) SOURCE AGENCY – The Source Agency is the United States Department of Labor, Bureau of Labor Statistics ("BLS").

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – The Contract is based on the outcome of a recurrent data release, which is issued on a monthly basis. Contract iterations will be issued on a recurring basis.

(f) PAYMENT CRITERION – The Payment Criterion for each Contract will be set by CDNA at the time the Event Contracts are initially issued. For the Event Contract, the Payment Criterion for the Contracts will be Expiration Values that are [above/below] [value] [at/before] [time] on [date]. If no data is available for [time] on [date] on the Expiration Date, then the Expiration Value will be the value most recently available prior to [time].

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE AND TIME – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(l) EXPIRATION DATE – The Expiration Date of the Contract will be one day after the release of the CPI by the Source Agency.

(m) EXPIRATION TIME – The Expiration Time of the Contract will be the earlier of the first 10:00 AM ET following an event encompassed by the Payment Criterion or [time] on [date] where the last trading time will be [time]).

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time. If the Expiration Value falls exactly between two range values (e.g. 0 to 1 and 1 to 2), then the Expiration Value will resolve to the higher range value (e.g. 1 to 2).

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(q) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of the U.S. Department of Labor, Bureau of Labor Statistics.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

RULE 13.51 CONTINGENT DERIVATIVES DECI CONTRACT - INDUSTRY EVENT - LIVE PRESENTATIONS - NAICS 711

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Contingent Derivatives Deci Contract - Industry Event- Live Presentations - NAICS 711, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is a separate, discrete and identifiable industry event (the "Industry Event") that determines a leader, champion, title holder or winner for that specific Industry Event that occurs on a specific Date.

(i) Industry Event: refers to any separate, discrete and identifiable live presentation industry event in Performing Arts, Spectator Sports, and Related Industries[142] where the outcome identifies a leader, an achievement, an accomplishment, a champion, a title holder or a winner (the "Industry Event Holder") from the eligible participants in the Industry Event (the "Industry Participants").

(ii) Date: refers to the month, day and year in which the Industry Event takes place.

(c) SOURCE AGENCY – The Source Agency is the final result of the Industry Event reported by AP News or as a back-up Source Agency, any U.S. national news provider as published on the Trading System.

(d) TYPE – The Type of Contract is a contingent derivatives contract (i.e. an Event Contract), which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Event Contract encompasses the Expiration Value where the Industry Event Holder is determined by the outcome of the Industry Event, as published by the Source Agency on the Expiration Date. Industry Event Holder will have the value set forth on the Trading System.

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

[142] The U.S. The Bureau of Labor Statistics maintains data for over 100 industries and uses the North American Industry Classification System (NAICS) for supersectors, sectors, and industries to categorize the data. The Event Contract encompasses Industry Events in the industry categorized under NAICS 711 (Performing Arts, Spectator Sports, and Related Industries). See https://www.bls.gov/iag/tgs/iag711.htm.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date. The Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Last Trading Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract will be the date on which the Industry Event is held. The Expiration Date will be adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be the start time of the Industry Event. The Expiration Time will be adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $10.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date and Time, Expiration Date, and Expiration Time will be delayed until the Underlying outcome is released.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract as provided below and as updated on the Trading System. Those persons include:

- Current and former Industry Participant players, coaches, agents and staff.
- Paid employees and management of the Industry Participants.
- Owners of the Industry Participants.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

(q) TEMPORARY MARKET SUSPENSIONS – The Event Contract may temporarily be suspended as set forth in the Trading System.

(r) BLOCK TRADES – Block Trades shall be permitted and the minimum quantity thresholds for such transactions shall be set forth on the Exchange website or in the Trading System.

RULE 13.52 CRUDE OIL EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Crude Oil Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Contract is the price of NYMEX® Crude Oil Futures Contract ("CFC") traded on the New York Mercantile Exchange® (NYMEX®)[143] for the contract month designated by the Exchange, as specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be 0.10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

[143] NYMEX, and CME are registered marks of the Chicago Mercantile Exchange, Inc. Nadex is not affiliated with Chicago Mercantile Exchange, Inc. and neither Chicago Mercantile Exchange, Inc. nor its affiliates, sponsor or endorse Nadex in any way. In particular, the Nadex Crude Oil Event Contract is not sponsored, endorsed, sold or promoted by Chicago Mercantile Exchange, Inc.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of the Event Contract as calculated by the Source Agency on the Expiration Date and at the Expiration Time. The Expiration Value is calculated by the Source Agency by taking all CFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Crude Oil Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of CFC trade prices and the lowest twenty (20) percent of CFC trade prices in the data set[144], and using the remaining CFC trade prices in the data set, to calculate the Expiration Value. The calculation used is a simple average of the remaining CFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) CFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Crude Oil Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) CFC trade prices just prior to the close of trading of the Crude Oil Event Contract removing the highest five

[144] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(5) CFC trade prices and the lowest five (5) CFC trade prices, and using the remaining fifteen (15) CFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) CFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.53 GOLD EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the GoldEvent Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contracts is the price of the COMEX/NYMEX® Gold Futures Contract ("GFC") traded on the Commodity Exchange® (COMEX®)[145] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

[145] COMEX, NYMEX, and CME are registered marks of the Chicago Mercantile Exchange, Inc. Nadex is not affiliated with Chicago Mercantile Exchange, Inc. and neither Chicago Mercantile Exchange, Inc. nor its affiliates, sponsor or endorse Nadex in any way. In particular, the Nadex Gold Event Contracts are not sponsored, endorsed, sold or promoted by Chicago Mercantile Exchange, Inc.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of the Gold Event Contract released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all GFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Gold Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of GFC trade prices and the lowest twenty (20) percent of GFC trade prices from the data set[146], and using the remaining GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining GFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) GFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Gold Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) GFC trade prices just prior to the close of trading of the Gold Event Contract removing the highest five (5) GFC trade prices and the lowest five (5) GFC trade prices, and using the remaining fifteen (15) GFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) GFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.54 WALL STREET 30 EVENT CONTRACT

[146] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(a) SCOPE – These Rules shall apply to the Class of Event Contracts referred to as the Wall Street 30 Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contract is the price of the E-mini Dow® Futures Contract ("DJFC") traded on the Chicago Board of Trade (CBOT®)[147] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by CDNA at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

[147] CBOT® is a registered service mark of the Board of Trade of the City of Chicago, "Dow Jones," "DJIA," and "The Dow" are registered trademarks of Dow Jones & Company, Inc. Nadex is not affiliated with the Board of Trade of the City of Chicago or Dow Jones and neither the Board of Trade of the City of Chicago, Dow Jones, nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the Wall Street 30 Contracts are not sponsored, endorsed, sold or promoted by CBOT or Dow Jones.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the level of Wall Street 30 Event Contract as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all DJFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Wall Street 30 Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of DJFC trade prices and the lowest twenty (20) percent of DJFC trade prices from the data set108, and using the remaining DJFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining DJFC trade prices in the data set, rounded to the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) DJFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Wall Street 30 Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) DJFC trade prices just prior to the close of trading of the Wall Street 30 Event Contract removing the highest five (5) DJFC trade prices and the lowest five (5) DJFC trade prices, and using the remaining fifteen (15) DJFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) DJFC trade prices, rounded to the precision of the underlying market.

## RULE 13.55 US SMALLCAP 2000 EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US Smallcap 2000 Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contract is the price of the E-mini Russell 2000® Index Futures Contract ("RUFC") traded on the Chicago

Mercantile Exchange® (CME®)[148] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is the Chicago Mercantile Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date]. If no data is available for [time] on [date] on the Expiration Date, then the Expiration Value will be the value most recently available prior to [time].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

[148] CME® is a registered mark of the Chicago Mercantile Exchange. Russell 2000® is a registered mark of the Frank Russell Company. Nadex is not affiliated with the Chicago Mercantile Exchange or the Frank Russell Company and neither the Chicago Mercantile Exchange, the Frank Russell Company, nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the Nadex US SmallCap 2000 Event Contracts are not sponsored, endorsed , sold or promoted by CME or the Frank Russell Company.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the level of US SmallCap 2000 Event Contract as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all RUFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US SmallCap 2000 Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of RUFC trade prices and the lowest twenty (20) percent of RUFC trade prices from the data set[149], and using the remaining RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining RUFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) RUFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US SmallCap 2000 Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) RUFC trade prices just prior to the close of trading of the US SmallCap 2000 Event Contract removing the highest five (5) RUFC trade prices and the lowest five (5) RUFC trade prices, and using the remaining fifteen (15) RUFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) RUFC trade prices, rounded to one decimal point past the precision of the underlying market.

## RULE 13.56 US 500 EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US 500 Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contracts is the price of the E-mini S&P 500® Futures Contracts ("SPFC") traded on the Chicago Mercantile

[149] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

Exchange® (CME®)[150] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be $0.10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time aton which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

[150] CME® is a registered mark of the Chicago Mercantile Exchange. S&P 500 is a registered mark of the McGraw-Hill Companies, Inc. Nadex is not affiliated with the Chicago Mercantile Exchange or the McGraw-Hill Companies and neither the Chicago Mercantile Exchange, the McGraw-Hill Companies, nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the US 500 Event Contracts are not sponsored, endorsed , sold or promoted by CME or the McGraw-Hill Companies.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of the US 500 Event Contract as calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SPFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US 500 Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SPFC trade prices and the lowest twenty (20) percent of SPFC trade prices from the data set[151], and using the remaining SPFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining SPFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SPFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US 500 Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SPFC trade prices just prior to the close of trading of the US 500 Event Contract removing the highest five (5) SPFC trade prices and the lowest five (5) SPFC trade prices, and using the remaining fifteen (15) SPFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) SPFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.57 US TECH 100 100 EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the US Tech 100 Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contract is the price of the E-mini NASDAQ 100® Futures Contract ("NQFC") traded on the Chicago Mercantile Exchange® (CME®)[152] for the contract month designated by the

[151] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

[152] CME® is a registered mark of the Chicago Mercantile Exchange. NASDAQ-100 are registered marks of the Nasdaq Stock Market, Inc. Nadex is not affiliated with the Chicago Mercantile Exchange or Nasdaq

Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of

Stock Market and neither the Chicago Mercantile Exchange, the Nasdaq Market, nor its affiliates, sponsor or endorse Nadex or its products in any way. In particular, the Nadex US Tech 100 Event Contracts are not sponsored, endorsed, sold or promoted by CME or the Nasdaq Stock Market.

an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value shall be the level of US Tech 100 Event Contract as calculated by the Source Agency on the Expiration Date and at the Expiration Time. The Expiration Value is calculated by the Source Agency by taking all NQFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the US Tech 100 Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NQFC trade prices and the lowest twenty (20) percent of NQFC trade prices from the data set[153], and using the remaining NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NQFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NQFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the US Tech 100 Event Contract, the Expiration Value is calculated by the Exchange by taking the last twenty-five (25) NQFC trade prices just prior to the close of trading of the US Tech 100 Event Contract removing the highest five (5) NQFC trade prices and the lowest five (5) NQFC trade prices, and using the remaining fifteen (15) NQFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NQFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.58 SILVER EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Silver Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contracts is the price of the COMEX/NYMEX® Silver Futures Contract ("SFC") traded on the Commodity Exchange® (COMEX®) for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

[153] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of the Silver Event Contract released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all SFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Silver Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of SFC

trade prices and the lowest twenty (20) percent of SFC trade prices from the data set , and using the remaining SFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining SFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) SFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Silver Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) SFC trade prices just prior to the close of trading of the Silver Event Contract removing the highest five (5) SFC trade prices and the lowest five (5) SFC trade prices, and using the remaining fifteen (15) SFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) SFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.59 NATURAL GAS EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Natural Gas Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contracts is the price per mmBtu (millions British thermal units, in US dollars) of the NYMEX® Physical Natural Gas Futures Contract ("NGFC") traded on the NYMEX®[154] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

[154] COMEX, NYMEX, and CME are registered marks of the Chicago Mercantile Exchange, Inc. Nadex is not affiliated with Chicago Mercantile Exchange, Inc. and neither Chicago Mercantile Exchange, Inc. nor its affiliates, sponsor or endorse Nadex in any way. In particular, the Nadex Natural Gas Event Contracts are not sponsored, endorsed, sold or promoted by Chicago Mercantile Exchange, Inc.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of the Natural Gas Event Contract released by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NGFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Natural Gas Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NGFC trade prices and the lowest twenty (20) percent of NGFC trade prices from the data set[155], and using the remaining NGFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NGFC

[155] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NGFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Natural Gas Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NGFC trade prices just prior to the close of trading of the Natural Gas Event Contract removing the highest five (5) NGFC trade prices and the lowest five (5) NGFC trade prices, and using the remaining fifteen (15) NGFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NGFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.60 JAPAN 225 EVENT CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Japan 225 Event Contract, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Class of Event Contract is the price of SGX® Nikkei 225 Futures contracts ("NKFC") traded on the Singapore Exchange (SGX)[156] for the contract month designated by the Exchange, as further specified on the Exchange's website or through its Trading System.

(c) SOURCE AGENCY – The Source Agency is Nadex.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for each Event Contract shall be set by Nadex at the time the Event Contract is initially listed. The Payment Criterion for the Event Contract shall be Expiration Values that are [above/below] [value] [at/before] [time] on [date].

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value shall be $0.10.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 250,000 Contracts, or as updated on the Exchange's website or Trading System.

[156] SGX® is a registered service mark of the Singapore Exchange Limited ("SGX"). Nikkei is a registered mark of Nikkei, Inc. All rights in the Trademarks and Futures Trading Data of SGX vest in Singapore Exchange Limited ("SGX"). The Japan 225 Event Contract is not sponsored, endorsed, sold or promoted by SGX. SGX makes no representation or warranty, express or implied to the investors in the Japan 225 Event Contract or any member of the public in any manner whatsoever regarding the advisability of investing in any financial product generally or in particular the Japan 225 Event.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE AND TIME – The Last Trading Date shall be the same as the Expiration Date, and the Last Trading Time shall be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time shall be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract shall be the date on which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract shall be the time at which the Exchange determines the Expiration Value of the Event Contract, as specified on the Exchange's website or through its Trading System.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract shall be $10 or as specified on the Exchange's website or Trading System.

(n) EXPIRATION VALUE – The Expiration Value is the price or value of Japan 225 calculated by the Source Agency on the Expiration Date. The Expiration Value is calculated by the Source Agency by taking all NKFC trade prices occurring in the ten (10) seconds leading up to the close of trading of the Japan 225 Event Contract, provided at least twenty-five (25) trade prices are captured during the ten (10) second period, removing the highest twenty (20) percent of NKFC trade prices and the lowest twenty (20) percent of NKFC trade prices from the data set,[157] and using the remaining NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of the remaining NKFC trade prices in the data set, rounded to one decimal point past the precision of the underlying market. In the event the time it takes to collect at least twenty-five (25) NKFC trade prices exceeds the ten (10) seconds just prior to the close of trading of the Japan 225

[157] If 20% of the data set would result in a non-integer number of trade prices, the number of trade prices to be removed from the set will be rounded down. For example, if the number of trade prices collected during the last 10 seconds prior to the close of trading was 31, 20% of the data set would be 6.2 trade prices. As 6.2 is a non-integer number, the value will be rounded down, and the 6 highest and 6 lowest trade prices will be removed from the data set.

Event Contract, the Expiration Value is calculated by the Source Agency by taking the last twenty-five (25) NKFC trade prices just prior to the close of trading of the Japan 225 Event Contract removing the highest five (5) NKFC trade prices and the lowest five (5) NKFC trade prices, and using the remaining fifteen (15) NKFC trade prices to calculate the Expiration Value. The calculation used is a simple average of all fifteen (15) NKFC trade prices, rounded to one decimal point past the precision of the underlying market.

RULE 13.61 13.61 CONTINGENT DERIVATIVES CENTI CONTRACT - INDUSTRY EVENT - LIVE PRESENTATIONS - NAICS 711

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Contingent Derivatives Centi Contract - Industry Event- Live Presentations - NAICS 711, a type of "Event Contract" listed by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is an identifiable industry event (the "Industry Event") that determines the result(s), outcome(s), leader(s), champion(s), title holder(s) or winner(s) for that specific Industry Event that occurs on a specific Date.

(i) Industry Event: refers to any identifiable live presentation industry events in Performing Arts, Spectator Sports, and Related Industries[158] where the outcome identifies leader(s), achievement(s), accomplishment(s), champion(s), title holder(s) or winner(s) (the "Industry Event Holder") from the eligible participants in the Industry Event (the "Industry Participants").

(ii) Date: refers to the month(s), day(s) and year(s) in which the Industry Event takes place.

(c) SOURCE AGENCY – The Source Agency reports or publishes the final result of the Industry Event. The Source Agency is set forth on the Exchange website or on the Trading System as either a news provider or market data provider.

(d) TYPE – The Type of Contract is a contingent derivatives contract (i.e. an Event Contract), which is a Swap.

(e) PAYMENT CRITERION – The Payment Criterion for the Event Contract encompasses the Expiration Value where the Industry Event Holder is determined by the results or outcome of the Industry Event, as published by the Source Agency

[158] The U.S. The Bureau of Labor Statistics maintains data for over 100 industries and uses the North American Industry Classification System (NAICS) for supersectors, sectors, and industries to categorize the data. The Event Contract encompasses Industry Events in the industry categorized under NAICS 711 (Performing Arts, Spectator Sports, and Related Industries). See https://www.bls.gov/iag/tgs/iag711.htm.

on the Expiration Date. Industry Event Holder will have the value set forth on the Trading System.

(f) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .01 and the Minimum Tick Value is $0.01.

(g) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(h) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 25,000,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) LAST TRADING DATE – The Last Trading Date is the same as the Expiration Date. The Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Last Trading Time.

(j) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(k) EXPIRATION DATE – The Expiration Date of the Event Contract will be the date on which the outcome or results of the Industry Event is determined. The Expiration Date will be adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(l) EXPIRATION TIME – The Expiration Time of the Event Contract will be the conclusion of the Industry Event when the outcome or results are determined. The Expiration Time will be adjusted if a potential Industry Event Holder is eliminated from being eligible to participate in the Industry Event.

(m) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $1.

(n) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(o) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement, cancellation or otherwise in such release announcement by the Source Agency, the Settlement Date and Time, Expiration Date, and Expiration Time will be delayed until the Underlying outcome or results are released or as otherwise set forth on the Trading System.

(p) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract as provided below and as updated on the Trading System. Those persons include:

- Current and former Industry Participant players, coaches, agents and staff.
- Paid employees and management of the Industry Participants.
- Owners of the Industry Participants.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

(q) TEMPORARY MARKET SUSPENSIONS OR DELAYS – The Event Contract may temporarily be suspended as set forth on the Exchange website or in the Trading System. Any time delays related to orders placed after the Industry Event has commenced shall be set forth on the Exchange website or in the Trading System.

(r) BLOCK TRADES – Block Trades shall be permitted and the minimum quantity thresholds for such transactions shall be set forth on the Exchange website or in the Trading System.

RULE 13.62 ELECTION OUTCOME EVENT CENTI CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Election Outcome Event Centi Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is the [candidate] elected to [position] of [body] after Issuance and before [date].

(i) [candidate] refers to an individual identified by the Exchange.

(ii) [position] refers to a publicly held office identified by the Exchange.

(iii) [body] refers to an electorate identified by the Exchange.

(iv) [date] refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations in [date].

(c) SOURCE AGENCY – The Source Agencies are the New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, The Washington Post, The Wall Street Journal, ABC News, CBS News, CNN, Fox News, MSNBC, and NBC, as determined by the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – Contract iterations will be listed on an as-needed basis at the discretion of the Exchange and corresponding to the risk management needs of Members.

(f) PAYMENT CRITERION – The Payment Criterion for the Event Contract encompasses the Expiration Value where the [candidate] elected to [position] is determined by the outcome of an election, as published by the Source Agency on the Expiration Date.

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .10 and the Minimum Tick Value is $0.01.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 25,000,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE – The Last Trading Date will be the day prior to [date]. The Last Trading Time will be 11:59 PM ET. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date shall be no later than the day after the Expiration Date. The Settlement Time will be the same as the Expiration Time.

(l) EXPIRATION DATE – The Expiration Date of the Event Contract will be one day after [date].

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be 10:00 AM ET.

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $1 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

RULE 13.63 ECONOMIC EVENT CENTI CONTRACT

(a) SCOPE – These Rules shall apply to the Class of Contracts referred to as the Economic Event Centi Contract, a type of "Event Contract" issued by the Exchange.

(b) UNDERLYING – The Underlying for this Contract is a separate, discrete and identifiable occurrence (the "Economic Event") that has a noticeable impact on the production, distribution, or consumption of goods and services within an economy, including impacts on financial markets, business operations, or overall economic conditions.

(c) SOURCE AGENCY – The Source Agencies are the New York Times, the Associated Press, Bloomberg News, Reuters, The Washington Post, The Wall Street Journal, ABC News, CBS News, CNN, Fox News, CNBC, NBC, and applicable government department or agency as determined by the Exchange.

(d) TYPE – The Type of Contract is an Event Contract, which is a Swap.

(e) ISSUANCE – The Contract is based on the outcome of a recurrent data release. Contract iterations will be issued on a recurring basis according to the frequency of the relevant Economic Event.

(f) PAYMENT CRITERION – The Payment Criterion for each Contract will be set by CDNA at the time the Event Contracts are initially issued. For the Event Contract, the Payment Criterion for the Contracts will be Expiration Values that are [above/below] [value] [at/before] [time] on [date]. If no data is available for [time] on [date] on the Expiration Date, then the Expiration Value will be the value most recently available prior to [time].

(g) MINIMUM TICK – The Minimum Tick size for the Event Contract shall be .01 and the Minimum Tick Value is $0.01.

(h) POSITION LIMIT – The Position Limit for the Event Contract shall be 2,500,000 Contracts, or as updated on the Exchange's website or Trading System.

(i) MARKET MAKER ALTERNATIVE POSITION LIMIT – The Position Limit for Market Makers shall be 25,000,000 Contracts, or as updated on the Exchange's website or Trading System.

(j) LAST TRADING DATE AND TIME – The Last Trading Date is the same as the Expiration Date, and the Last Trading Time is the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Time.

(k) SETTLEMENT DATE AND TIME – The Settlement Date and Time will be the same as the Last Trading Date and Last Trading Time.

(l) EXPIRATION DATE – The Expiration Date of the Contract will be one day after the data release by the Source Agency.

(m) EXPIRATION TIME – The Expiration Time of the Event Contract will be 2:05 PM ET, or as specified on the Exchange's website or Trading System.

(n) SETTLEMENT VALUE – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $1 or as specified on the Exchange's website or Trading System.

(o) EXPIRATION VALUE – The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(p) CONTINGENCIES – If the Source Agency does not actually announce the outcome on or before the Expiration Date due to a delay, postponement or otherwise in such release announcement by the Source Agency, the Settlement Date will be delayed until the Underlying outcome is released.

(q) TRADING PROHIBITIONS – Certain individuals are prohibited from trading the Event Contract. Those persons include:

- Employees of relevant government Departments and Agencies.
- Household members and immediate family members (siblings, children, and parents) of any of the above.

*End of Rulebook.*