

**CHAPTER THIRTEEN
FINAL PROVISIONS**

**PART ONE
USE AND DISTRIBUTION OF INFORMATION**

1300.00.

The Clearinghouse will be responsible for the proper use, handling and storing of all the information received from Clearing Members, Traders that manage Global Accounts, and the Exchange.

1301.00.

The employees, directors, members of Sub-Committees, auditors and members of the Technical Committee are required to keep strictly confidential any information of this type that they may have obtained, and which was submitted to the Clearinghouse by the Clearing Members, Traders that manage Global Accounts, or the Exchange.

1302.00.

The Clearinghouse must expressly indicate to the personnel it employs who have access to information on the Clearing Members and Traders that manage Global Accounts and the Exchange, the manner in which said information is to be filed and handled, so as to guarantee the confidentiality of the information they provide.

1303.00.

The Exchange will communicate to the Clearinghouse on each Business Days a constant flow of information detailing all Transactions that take place in the Exchange. The Clearinghouse will automatically confirm or reject said information. The relevant information for each operation is as follows:

- I. Clearing Member or, if such is the case, the Buying Trader.
- II. Clearing Member or, if such is the case, The Selling Trader.
- III. The Account, sub-accounts into which and the time at which the Transaction occurred.
- IV. Underlying Asset.
- V. Contract price.
- VI. Number of Contracts traded.
- VII. Opening Trade or Closing Trade.
- VIII. Folio Number.

Furthermore, after the close of trading, the Exchange will send a report to the Clearinghouse containing all of the Transactions conducted during that trading session, as well as the Daily Settlement Price for each Series; meanwhile, the Clearinghouse will send the Exchange all information regarding the number of Open Contracts for each Series.

1304.00.

The Clearinghouse is required to report to the National Banking and Securities Commission and to make public when any Clearing Member fails to live up to its obligations arising out of undertaking of Contracts, as well as to provide at least the following relevant information:

- I. The reasons why the security network has been activated.
- II. A report containing security network results after it was activated.
- III. The manner in which trader or client Open Contracts on which the Clearing Member has defaulted are handled.
- IV. The manner in which the Contribution Fund and the Clearing Fund are put to use.
- V. Any disciplinary measures that are imposed.

**PART TWO
RESPONSIBILITIES OF THE CLEARINGHOUSE AND CLEARING MEMBERS**

1305.00.

For the purposes of the terms of the current Section, the term “systems” extends to all the installations, mechanisms and services that the Clearinghouse provides in order to facilitate Contract registration, clearing and settlement, including data processing systems and any and all information that the Clearinghouse generates and makes known.

The Clearinghouse is hereby empowered to restrict or deny Clearing Members and Traders access to the clearing and settlement system for after notifying of the of said decision by means of that system.

1306.00.

The Clearinghouse trust, trustors and trustees shall bear no responsibility before other Clearing Members for any loss, damage, cost, expense or adversity they may suffer or incur, nor for any responsibility or claim filed against them as a result of:

- I. Clearing Member use of Clearinghouse systems. Simply by using said systems, the Clearing Member expressly accepts full responsibility for the consequences arising out of that use.
- II. For any systems malfunction arising out of the negligent, imprudent or intentional acts of the members del Technical Committee, Sub-Committee members, or directors of the Clearinghouse, as well as accredited personnel, officials, auditors, and employees contracted by Clearing Members.

III. For any unforeseen or unavoidable reason requiring that the Clearinghouse, in order that it fulfill its obligations both to said Clearinghouse and to the Clearing Members, deems it necessary to modify its time schedule or the procedures laid out in the Regulations and/or in the Operating Manual.

IV. For any malfunctioning of the systems of the Clearinghouse in the course of normal use.

1307.00.

In the event that any type of suit or other proceeding is launched against the Trust, the Trustors and/or the trustees of the Clearinghouse holding them directly or indirectly responsible for the manner in which a Clearing Member used the systems, said Clearing Member will be required to repay the Clearinghouse all expenses, costs, damages and losses it may suffer in the course of such a trial or proceeding. The Clearinghouse will cover the expenses and costs until a definitive ruling is issued.

1308.00.

The Clearinghouse will assume all of the rights and obligations contained in the Regulations before the Clearing Members as joint obligors of the Clients and these will assume the same rights and obligations to the Clearinghouse. Traders and Clients will assume before the Clearinghouse the rights and obligations arising out of Transactions on behalf of said Traders and Clients, and these are to be exercised and complied through the Clearing Member, who will clear and settle such Transactions.

**PART THREE
SERVICE FEES**

1309.00.

The Technical Committee will set Service fees that the Clearinghouse will charge in exchange for the services it offers. In establishing such fees, the Technical Committee should strive to assure that these fees will be sufficient to allow the Clearinghouse to:

I. Cover the administrative expenses of the Clearinghouse.

II. Maintain the funds the Technical Committee determines are needed for the Clearinghouse to have the wherewithal for fulfilling its responsibilities, and for developing new services and operating forms.

III. Maintain and, when necessary, increase the equity of the Asigna Trust.

IV. Maintain the funds necessary for the Clearinghouse to meet the obligations it assumes with Clearing Members.

1310.00.

The amount and other characteristics of service fees are to be made known to Clearing Members and will take effect 5 (five) Business Days after they are made known. The Clearinghouse will not charge fees for unspecified services nor for other amounts other than those so made known.

The Clearinghouse will collect Service fees on a monthly basis and these will be reflected in the report of daily balances.

1311.00.

Service fees may consist of fees, commissions and charges that must be paid to the Clearinghouse by the Clearing Members in relation to applications, registrations, authorizations, and the use of Clearinghouse systems and other services it offers. Furthermore, they must pay the quarterly fee for regulatory supervision as determined by the Technical Committee, as well as the annual auditing fees for Clearing Members.

The fees and other amounts that Clearing Members must pay the Clearinghouse in domestic currency and for which the Regulations do not stipulate a specific term of payment, may be subject to payment the same Business Day in which it was incurred.

The Clearing Member that fails to pay the fees, commissions, charges and penalties stipulated in the Regulations within 30 (thirty) Business days of when they were due, will be expelled by the Clearinghouse. In such a case, the amount due is to be deducted from the existing contributions made to Clearinghouse by the Clearing Member in before the balance is to be returned.

1312.00.

When failing to pay within the specified time the full amount owed the Clearinghouse, including economic penalties, Clearing Members must pay a conventional fine for each day they fail to pay an amount equal to the annual yield of twenty-eight day Mexican Treasury Certificates or, if such is the case, at the closest corresponding term or yield offered immediately prior to the date on which they fell into arrears.

The conventional fine will be calculated by dividing the aforementioned yield by three-hundred and sixty and multiplying the result by the number of calendar days that have passed since the default.

1313.00.

The Clearinghouse will issue an invoice on a monthly basis for the amount of the commissions accrued and collected for that month.

1314.00.

The Technical Committee may promote the trading of a contract listed for the first time by lowering the fees and commissions of the Clearinghouse, as well as by any other incentive that is within its purview.

**PART FOUR
VOLUNTARY WITHDRAWAL OR EXPULSION OF A CLEARING MEMBER**

1315.00

In order for a Clearing Member to request the partial cancellation of the Asigna Trust in proportion to its contribution, it must so advise the Clearinghouse at least 30 (thirty) Business Days from the date on which that termination is to take effect, at which time the Clearing Member must also have complied with the following:

- I. In cases involving Proprietary Position Clearing Member:

- a) Having closed the entirety of the Open Contracts remaining in its Account.
- b) Having closed the Open Contracts in the in the Group Account or having transferred them to a Third-Party Position Clearing Member along with the relevant Settlement Balances at Expiration.
- c) Having settled all outstanding debts owed to the Clearinghouse.
- d) Having maintained the pre-trading contributions to the Clearing Fund and Minimum Equity during the six months following the moment in which it ceased to be a Clearing Member.

II. In cases involving Third-Party Position Clearing Member:

- a) Having closed the Open Contracts in Accounts maintained with the Clearinghouse, or having transferred them to a Third-Party Position Clearing Member along with the relevant Settlement Balances at Expiration.
- b) Having returned to its Clients any contributions requested of them, whatever the purpose, once those positions are closed out.
- c) Having settled with the Clearinghouse all outstanding balances.
- d) Maintaining pre-trading contributions to the Clearing Fund and Minimum Equity of the Clearinghouse during the six months following the moment in which it ceased to be a Clearing Member.

Once the requirements stipulated in the above Points I and II have been fulfilled, when necessary, the Chief Executive Officer will provide the respective Clearing Member with a document indicating it is free of liens, with a copy to the Technical Committee so that it may issue instructions to the trustee to sign the agreement for partial cancellation of the Clearinghouse.

1316.00.

The terms of the present Section will be applicable in the event a Clearing Member is expelled, notwithstanding the terms of the Asigna Trust and the Regulations.

TRANSITORY

ONE. Clearing Members and Traders that have been authorized to operate as such before these modifications take effect, and which wish to manage Global Accounts, must present a written application to the Technical Committee, to the attention of the Chief Executive Officer.

The Clearinghouse shall notify Clearing Members and Traders in writing of the Committee's resolution by the end of the day following that on which it was taken.

TWO. These amendments and additions shall take effect on the day following the date of their publication in the Bulletin.