



Bloomberg SEF LLC 731 Lexington Avenue Tel +1 212 318 2000
New York, NY 10022 bloombergsef.com

August 13, 2025

Via SEC Electronic Form Filing System

U.S. Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Re: SEC Regulation 242.807 Certification: Amendment to the Bloomberg SEF LLC SBSEF
Rulebook Submission No. 2024-R-SB-02

Ladies and Gentlemen:

Bloomberg SEF LLC ("**BSEF**") is certifying to the U.S. Securities and Exchange Commission ("**SEC**" or "**Commission**") the amendment of its Rulebook, as detailed in the table below (collectively the "**Rulebook Amendment**").

The Rulebook Amendment is effective on **August 28, 2025**.

We have identified in **Exhibit A** the Rule modifications and compliance with the SBSEF core principles ("**Core Principles**") as set forth in section 3D of the Securities Exchange Act of 1934 ("**SEA**") and the regulations promulgated thereunder in Regulation SE – "Registration and Regulation of Security-Based Swap Execution Facilities" of the Commission's regulations.

Pursuant to Section 3D of the SEA, including the core principles relating to security-based swap execution facilities and the SEC rules thereunder as contained in SEC Regulation SE, BSEF hereby certifies that the Rulebook Amendment complies with the SEA. There were no substantive opposing views expressed to the proposal.

Exhibit B provides the amendment to the applicable Rulebook chapters in redline format.

BSEF certifies that this submission has been concurrently posted on the BSEF website at <https://www.bloomberg.com/professional/products/trading/trading-venues/swap-execution-facility/sbsef-compliance/>. BSEF certifies that this Rulebook Amendment has been concurrently posted on BSEF's website at <https://www.bloomberg.com/professional/product/sef-compliance/>.

Please contact the undersigned at (212) 617-7331 with any questions regarding this Rulebook Amendment.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Daniel Glatter', written over a horizontal line.

Daniel Glatter
Chief Compliance Officer

Bloomberg SEF LLC
731 Lexington Avenue
New York, NY 10022

Enclosure

EXHIBIT A

Rulebook Chapter	Amendment Explanation	Explanation and Analysis of the operation, purpose, and effect of the proposed rule or rule amendment and its compliance with applicable provisions of the SEA, including core principles, and the Commission's regulations thereunder.
Chapter 1. Definitions	<ul style="list-style-type: none"> • Non-substantive updates to the definition of the term "Correcting Trade" • Removal of the term "DTCC" • Non-substantive updates to the definition of the term "Error Trade" • Non-substantive updates to the definition of the term "Offsetting Trade" • Non-substantive updates to the definition of the term "SBSDR Reportable Trade" • Non-substantive updates to the definition of the term "Trade" 	<ul style="list-style-type: none"> • Core Principle 2 (Compliance with rules): BSEF believes that the Rule Amendments establish rules governing the operation of the facility, and provide additional clarity for Participants operating on the venue.
Chapter 3. Participants	<ul style="list-style-type: none"> • Non-substantive updates to Rule 303 (Participant Application, Termination and Suspension) 	<ul style="list-style-type: none"> • Core Principle 2 (Compliance with rules): BSEF believes that the Rule Amendment establishes rules governing the operation of the facility, and provide additional clarity for Participants operating on the venue.
Chapter 5. Trading Practices, Reporting, Clearing and Business Conduct	<ul style="list-style-type: none"> • Amended Rule 516.F. (Trade Reporting by BSEF) to clarify language regarding trade correction • Updates to Rule 524.A to specify that the full legal name of the clearing house will be included in 	<ul style="list-style-type: none"> • Core Principle 2 (Compliance with rules): BSEF believes that the Rule Amendments establish rules governing the operation of the facility, including jurisdictional reporting requirements. • Core Principle 9 (Timely Publication of Trading Information): BSEF believes that the Rule Amendment supports BSEF's ability to have the

	<p>the confirmation where the Swap is intended to be cleared</p> <ul style="list-style-type: none"> • Updates to Rule 532.(a) to incorporate any additional SDR reporting requirements, where BSEF is required to submit by a Governmental Body, with jurisdiction over the Participant that executed the Trade • Non-substantive updates to Rule 532.(e) • Non-substantive updates to Rule 532.(g) 	<p>capacity to electronically capture and transmit trade information with respect to transactions executed on BSEF.</p> <ul style="list-style-type: none"> • Core Principle 10 (Record Keeping and Reporting): BSEF believes that Rule Amendment supports BSEF's ability to maintain records of all activities relating to the business of the facility, including a complete audit trail, in a form and manner acceptable to the Commission for a period of five years.
Chapter 6. Disciplinary Rules	<ul style="list-style-type: none"> • Updates to Rule 618.(b) to remove footnote 1 referencing the time period between violations • Updates to Rule 621.(c) to remove footnote 2 referencing time period between violations • Non-substantive revisions to Rule 624 	<ul style="list-style-type: none"> • Core Principle 2 (Compliance with rules): BSEF believes that the Rule Amendments establish rules governing the operation of the facility, including modifications to the time period between repeated violations.

Exhibit B

BLOOMBERG SEF LLC RULEBOOK

SECURITY-BASED SWAP EXECUTION FACILITY

~~MARCH 25~~ AUGUST 28, 2025

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“Clearing House” means a Registered Clearing Agency or a clearing agency that has obtained an exemption from SEC clearing agency registration requirements that provides clearing services with respect to any or all of the SB Swaps traded pursuant to the Rules.

“Clearing House Rules” means the certificate of incorporation, the by-laws or the operating agreement and any rule, interpretation, stated policy, or instrument corresponding to any of the foregoing, in each case as adopted or amended from time to time by a Clearing House relating to any or all of the SB Swaps.

“Clearing Member” means a member of a Clearing House that is authorized to clear Trades in any or all SB Swaps for a Participant or its Accounts or Customers. Each Clearing Member must sign documentation required by BSEF.

“Client” means an Account.

“CLOB” means an Order Book that will match Orders pursuant to pre-determined, non-discretionary methods. All bids and offers entered into the CLOB must be firm. The CLOB supports the following Order types:

- (a) Market Order (Fill-Or-Kill; Immediate-or-Cancel)
- (b) Limit Order (Fill-Or-Kill; Immediate-Or-Cancel; Good-Til-Date/Time).

“Closing Price” means the last price of a Trading Day posted on the Daily Market Data Report for a specific SB Swap.

“Compliance Department” means all SBSEF Officials and/or agents of BSEF (including Regulatory Services Provider personnel) that assist BSEF with the implementation, surveillance and enforcement of the Rules and other Obligations.

“Confirmation” has the meaning set forth in Rule 523(a).

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by contract, or otherwise. The terms “controlling” or “controlled” shall have meanings correlative to the foregoing.

“Correcting Trade” means a Trade ~~executed and~~ submitted for clearing to a Clearing House, with the same terms and conditions as an Error Trade other than any corrections to any operational or clerical error and the time of execution.

“Counterparty” means a Participant or a Participant’s Account or Customer whose Legal Entity Identifier is reported by BSEF to an SBSDR as a counterparty to a Trade.

“Covered Interest” means:

- (a) An SB Swap that trades pursuant to the Rules;
- (b) A security of an issuer that has issued a security that underlies an SB Swap;

“Disclosed Order Book” means an Order Book that permits a Participant to transact on a bid or offer posted by another Participant by sending an Order to the Participant that posted such bid or offer. All bids and offers in the Disclosed Order Book are indicative. For Non-Cleared SB Swaps a Participant can transact on a bid or offer only if it has entered into a Non-Cleared SB Swap Agreement with a Participant posting a bid or offer.

“Dispute” has the meaning set forth in Rule 701.

“Draft Notice of Charges” has the meaning set forth in Rule 605(c).

“DTCC” means ~~DTCC~~ [Data Repository \(U.S.\) LLC](#).

“ECP” means an eligible contract participant, as defined in Section 3(a)(65) of the Exchange Act (which relies on the definition in Section 1a(18) of the CEA).

“Eligibility Criteria” means the criteria set forth in Rule 301(a).

“Emergency” means any occurrence or circumstance that, in the opinion of the Board, any committee of the Board or the President, Vice President or the Chief Technology Officer under circumstances and pursuant to procedures that are specified by the Rules, 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, any SB Swaps including: (a) any manipulative or attempted manipulative activity; (b) any actual, attempted or threatened corner, squeeze, congestion or undue concentration of positions; (c) any circumstances which may materially affect the performance of SB Swaps or transactions, including failure of the payment system or the bankruptcy or insolvency of any Participant; (d) any action taken by any governmental body, or any other SBSEF, market or facility which may have a direct impact on trading or clearing and settlement; or (e) any other circumstance which may have a severe, adverse effect upon the functioning of the SBSEF operated by BSEF.

“Emergency Rules” has the meaning set forth in Rule 212(a).

“Error Trade” means a Trade ~~in a Cleared SB Swap executed on or subject to the rules of an SBSEF~~ [submitted for clearing to a Clearing House](#) that contains an operational or clerical error, including incorrect leg sequencing.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Fill-Or-Kill” means that an Order must be immediately fully filled or cancelled.

“Final Disciplinary Action” means any decision by or settlement with BSEF in a disciplinary matter, which cannot be further appealed with BSEF, is not subject to the stay of the SEC or a court of competent jurisdiction and has not been reversed by the SEC or any court of competent jurisdiction.

“Financial Entity” has the meaning set forth in Section 3C(g)(3) of the Exchange Act.

“Financial Interest in a Significant Action” means having a direct and substantial financial interest in the result of deliberations or a vote based upon either SBSEF or non-SBSEF positions. A direct and substantial financial interest includes positions held in SB Swaps in the accounts of,

“Non-Cleared SB Swap Agreement” means an underlying previously-negotiated freestanding agreement that governs the performance and settlement of a Non-Cleared SB Swap and applicable credit support and default provisions, including, without limitation, ISDA master agreements, other master agreements, terms supplements and master confirmation agreements incorporating industry definitions.

“Notice of Charges” means a notice sent by the Compliance Department pursuant to Rule 607.

“Notice to Participants” means a communication sent by or on behalf of BSEF to all Participants as described in Rule 309.

“Obligation” means each Rule, order or procedure issued by BSEF, including any Notice to Participants, and other requirement implemented by BSEF under the Rules.

“Officer” has the meaning set forth in Rule 208.

“Offsetting Trade” means a Trade ~~executed and~~ submitted for clearing to a Clearing House, with terms and conditions that economically reverse an Error Trade that was accepted for clearing.

“Opening Price” means the first price of a Trading Day posted on the Daily Market Data Report for a specific SB Swap.

“Operating Agreement” means the currently effective operating agreement of BSEF.

“Order” means (i) a firm response to a Request for Quote, (ii) a response to a Resting Quote, (iii) the display of a quote on an Order Book or (iv) a firm offer to enter into an SB Swap.

“Order Book” means a trading protocol on the SBSEF Platform that allows all Participants to enter multiple bids and offers, observe or receive bids and offers entered by other Participants, and transact on such bids and offers in accordance with the Rules for a specific Order Book.

“Package Transaction” means a transaction involving two or more component transactions:

- (a) that is executed between two or more Counterparties;
- (b) where the component transactions are priced or quoted as one economic transaction with simultaneous or near-simultaneous execution of all components;
- (c) that has at least one component that is a Required Transaction; and
- (d) where the execution of each component is contingent upon the execution of all other component transactions.

“Participant” means any Person that has been granted, and continues to have, Trading Privileges under the Rules and has signed the Participant Documentation. Subject to Applicable Law, a Participant may trade for its own account or for or on behalf of a Customer or Account. An ISV cannot be a Participant.

(a) If the firm Revised Price is better for the Requesting Participant than the firm initial price the Requesting Participant accepted, then the Trade will be executed by the SBSEF Platform at such Revised Price;

(b) If the firm Revised Price is worse for the Requesting Participant than the firm initial price the Requesting Participant accepted, then the acceptance of the initial price by the Requesting Participant will be rejected by the SBSEF Platform.

“Rules” means the rules of the SBSEF operated by BSEF and interpretations, resolutions, orders, directives and procedures thereunder as in effect from time to time.

“SB Swap” has the meaning set forth in Section 3a(68) of the Exchange Act and as further defined by the SEC, which is listed on the SBSEF operated by BSEF in accordance with SEC Regulation 242.

“SB Swap Contract Specification” means, with respect to any SB Swap, the Rules or other trading protocols containing specifications for such SB Swap, as adopted, amended, supplemented or otherwise modified from time to time by BSEF.

“SB Swap Dealer” has the meaning set forth in Section 3a(71) of the Exchange Act.

“SBSDR” means a security-based swap data repository, as defined in Section 3a(75) of the Exchange Act.

“SBSDR Reportable Trade” means (i) any Trade in a Cleared SB Swap ~~executed pursuant to the Rules, and~~ or (ii) any Trade that a registered SBSEF is required to report under SEC Regulation 242.901(a)(2)(ii)(E)(4).

“SBSEF” means a security-based swap execution facility, as defined in Section 3a(77) of the Exchange Act.

“SBSEF Action” and **“SBSEF Actions”** have the meanings set forth in Rule 210(a).

“SBSEF Activity” means activity for which a Participant is subject to the Rules, which is purportedly conducted subject to the Rules, or which should have been conducted subject to the Rules.

“SBSEF Data” has the meaning set forth in Rule 803(a).

“SBSEF Employee” means any Person hired or otherwise employed on a salaried or contract basis by BSEF to support the SBSEF operated by BSEF, but does not include:

- (a) Any Board member compensated by BSEF solely for Board activities; or
- (b) Any committee member compensated by BSEF solely for committee activities; or
- (c) Any consultant hired by BSEF to support the SBSEF operated by BSEF.

“SBSEF Official” means any Director or Officer or SBSEF Employee, the Regulatory Services Provider personnel or any individual rendering similar services to BSEF under a services or similar agreement.

“SBSEF Platform” means the electronic trading system of the SBSEF established and operated by BSEF, or any successor thereto, that is made available by BSEF to Participants for trading SB Swaps.

“SBSEF Proceeding” has the meaning set forth in Rule 210(a).

“SEC” means the U.S. Securities and Exchange Commission or any successor regulatory body.

“SEC Business Day” means the intraday period of time starting at 8:15 a.m. and ending at 4:45 p.m. eastern standard time or eastern daylight-saving time, whichever is currently in effect in Washington, DC, on all days except Saturdays, Sundays, and Federal holidays in Washington, DC.

“SEC Regulations” means the rules and regulations promulgated by the SEC, as amended, which apply to the operation of an SBSEF.

“Self-Regulatory Organization” shall, unless otherwise provided, have the meaning set forth in Section 3(a)(26) of the Exchange Act or CFTC Regulation 1.3 and, in addition, shall include a Derivatives Clearing Organization and a registered futures association.

“Settlement Agreement” means any agreement consenting to the imposition of sanctions by a Self-Regulatory Organization, a court of competent jurisdiction, the SEC or the CFTC.

“Significant Action” includes any of the following types of actions or rule changes by BSEF that can be implemented without the SEC’s prior approval:

- (a) Any actions or rule changes which address an Emergency; and
- (b) 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 SB Swap traded pursuant to the Rules or cleared by a Clearing House; but does not include any rule not submitted for prior SEC approval because such rule is unrelated to the terms and conditions of any SB Swap traded pursuant to the Rules.

“Supervised Persons” means any directors, officers, employees or agents of any Participant.

“TER Recipient Participant” means, with respect to any Requesting Participant sending any RFQ to more than one Participant for an SB Swap subject to the Trade Execution Requirement via the Request for Quote functionality of the SBSEF Platform, a Participant other than the Requesting Participant that (x) is not an Affiliate of or Controlled by the Requesting Participant and (y) is not an Affiliate of or Controlled by any other TER Recipient Participant receiving the same RFQ from the Requesting Participant.

“Trade” means ~~any purchase or sale of any~~ an SB Swap executed pursuant to the Rules.

(i) Passing required relevant “know your customer”/due diligence checks, sanctions and anti-money laundering checks (including providing such additional information as BSEF may require to satisfy such checks); and

(ii) Satisfaction of the Eligibility Criteria.

(c) In considering an application from a potential Participant, BSEF may require additional information from the applicant, or conduct an investigation to verify information submitted by the applicant, or both.

(d) If BSEF decides to admit an applicant as a Participant, it shall promptly notify the applicant and state in such notice the date on which the applicant shall become a Participant.

(e) BSEF may deny an application for admission as a Participant or terminate the Participant status of any Person if:

(i) Such Person is unable to satisfactorily demonstrate its ability to satisfy on a continuous basis the Eligibility Criteria as set forth in Rule 301(a) to become or remain a Participant;

(ii) Such Person is unable to satisfactorily demonstrate its capacity to adhere to all applicable Rules;

(iii) Such Person’s acting or continued acting as such would bring BSEF into disrepute or cause the ~~SEF~~SBSEF operated by BSEF to fail to be in compliance with Applicable Law as determined by BSEF in its sole discretion; or

(iv) For such ~~good~~ other good cause as BSEF may reasonably determine.

(f) If BSEF decides to deny an application for admission as a Participant or terminate a Person’s status as a Participant, BSEF shall promptly notify such Affected Person thereof in Writing sent to the address provided by the applicant or maintained in BSEF’s registry of Participants. Such Affected Person may, within seven (7) calendar days, request in Writing that BSEF provide the reasons for the denial or termination of Participant status. Within fourteen (14) calendar days after receiving such Written request, BSEF shall send in Writing to the Affected Person the reasons for the denial, conditioning or termination. Within fourteen (14) calendar days of receiving BSEF’s Written response, the Affected Person may request in Writing that BSEF reconsider its determination, and may provide any relevant representations or other information that such Affected Person believes to be relevant to the reconsideration.

(g) BSEF may suspend a Participant that did not execute any Trades pursuant to the Rules for a period of two (2) years or longer. Such suspension should continue until the affected Participant (i) requests the lifting of the suspension in Writing, and (ii) executes any additional Participant Documentation required to access the ~~SEF~~SBSEF operated by BSEF as of the date of the request to lift the suspension.

of any cancellation or correction of the erroneous Trade. A Prime Broker Trade shall be cancelled in accordance with Rule 516.D.

(e) System Error

(i) If, after its own investigation or a notice from a Participant, BSEF determines in its sole discretion that the execution of a Trade, other than a Prime Broker Trade, was the result of an error made by the SBSEF Platform, then BSEF may:

(A) Cancel such Trade; or

(B) If both Participants, or with respect to a Prime Broker Trade, both Participants and the Prime Broker, affected by the erroneous Trade agree, correct or adjust the terms of the Trade.

RULE 516.D. Prime Broker Trades

(a) A Participant that is a Counterparty to a Prime Broker Trade may request the cancellation of a Prime Broker Trade. The Participant must request cancellation by sending a cancellation message to BSEF. The cancellation message must state the UTI of the Prime Broker Trade, name and contact information of the Prime Broker for the Prime Broker Trade and the reason for cancellation. If the Prime Broker confirms the cancellation, BSEF will cancel the Prime Broker Trade.

(b) Subject to paragraph (c) of this Rule, a Prime Broker shall have the right to cancel any Prime Broker Trade (i) that is executed in excess of the limit, terms or parameters established by the Prime Broker with respect to the Prime Broker Trade, (ii) because the Prime Broker Trade was executed by or with a Person that was not authorized by the Prime Broker, or (iii) because the Prime Broker Trade was executed for an unauthorized product. The Prime Broker must request cancellation by sending a cancellation message to BSEF. The cancellation message must state the UTI of the Prime Broker Trade and the reason for cancellation. If BSEF determines that the cancellation satisfies the conditions of this Rule 516.D(b), BSEF will cancel the Prime Broker Trade.

(c) Each Prime Broker that wishes to have the ability to instruct BSEF to cancel Trades executed on BSEF under Rule 516.D.(b) must enter into a Written agreement with BSEF.

RULE 516.E. Trade Cancellation and Adjustment by BSEF

(a) BSEF may adjust or cancel a Trade (i) that resulted from a market disrupting event, (ii) that is executed at a price that was outside the No-Bust Range, (iii) to comply with Applicable Law or (iv) that was intended to be cleared and was submitted to a Clearing House via a service provider but was not presented to the Clearing House for clearing due to a post-execution processing issue.

(b) If BSEF takes action pursuant to this Rule 516.E, it will give prompt notice to affected Participant(s).

RULE 516.F. Trade Reporting by BSEF

BSEF will report to ~~DTCC~~[SBSDR](#) the correction or cancellation of a [SBSDR Reportable](#) Trade corrected or cancelled pursuant to this Rule 516 ~~and~~. [BSEF will report](#) any ~~new~~[Offsetting](#) Trade ~~entered into pursuant to this Rule 516 in accordance with Rule 532~~[and/or Correcting Trade to the same SBSDR](#)

| [where the corresponding Error Trade was reported](#). If necessary, BSEF will correct the relevant Daily Market Data Report.

RULE 517. Withholding Orders Prohibited

(a) Any Participant entering RFQs or Orders on the SBSEF Platform for its Customers shall not withhold or withdraw from the market any RFQ or Order, or any part of an RFQ or Order, for the benefit of any Person other than the Customers.

(b) A Participant must enter immediately into the SBSEF Platform all Orders or Requests for Quotes received from its Customers that are executable immediately. If a Participant cannot immediately enter into the SBSEF Platform an Order or Request for Quote received from its Customer, the Participant must enter the Order or Request for Quote into the SBSEF Platform as soon as practicable, and must immediately create an electronic record as provided in Rule 409.

RULE 518. Priority of Customers' Orders

No Participant that is a Broker-Dealer shall enter an Order into the SBSEF Platform for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority, including an Order allowing discretion as to time and price, when such Participant is in possession of any Order in the same SB Swap for its Customer that the SBSEF operated by BSEF is capable of accepting.

RULE 519. Trading Against Customers' Orders Prohibited

RULE 519.A. General Prohibition

No Person in possession of a Customer's Order shall knowingly take, directly or indirectly, the opposite side of such Order for its own account, an account in which it has a direct or indirect financial interest, or an account over which it has discretionary trading authority.

RULE 519.B. Exceptions

The foregoing restriction shall not apply to transactions executed pursuant to Rule 521 or Rule 531.B.

RULE 520. Disclosing Orders Prohibited

No Person shall disclose another Person's RFQ or Order to buy or sell except to a designated SBSEF Official or the SEC, and no Person shall solicit or induce another Person to disclose RFQ or Order information. No Person shall take action or direct another to take action based on non-public RFQ or Order information, however acquired.

RULE 521. Required Cross Transactions: Time Delay Requirement for Simultaneous Buy and Sell Orders for Different Beneficial Owners

(a) Required Cross Transactions must be executed as set forth in this Rule.

- (d) The Counterparty's Legal Entity Identifier;
- (e) The SB Swap description or code;
- (f) The price or spread, upfront payment, fixed rate, yield, quantity, maturity or expiration date of the SB Swap;
- (g) Side of the Order;
- (h) The CTI code;
- (i) Trading Profile and any other information required to be collected by BSEF;
- (j) A yes/no indication of whether the Counterparty is an SB Swap Dealer with respect to the SB Swap with respect to which the Order is placed;
- (k) A yes/no indication of whether the Counterparty is a Major SB Swap Participant with respect to the SB Swap with respect to which the Order is placed;
- (l) A yes/no indication of whether the Counterparty is a Financial Entity;
- (m) A yes/no indication of whether the Counterparty is a U.S. Person;
- (n) [Reserved]
- (o) [Reserved]
- (p) [Reserved]
- (q) An indication of whether the SB Swap is a leg of a Covered Package Transaction;
- (r) If applicable, other terms of an SB Swap that is not a Cleared SB Swap required by the SBSEF operated by BSEF (e.g., type of Clearing Exception);
- (s) If the SB Swap is a Cleared SB Swap:
 - (i) An indication that the SB Swap will be cleared; and
 - (ii) The full legal name of a Clearing House where the SB Swap is intended to be cleared; and
 - (iii) ~~(ii)~~ The Clearing Account Identifier(s) for a Clearing House where the SB Swap is intended to be cleared;
- (t) If the SB Swap will be subject to Allocation:
 - (i) An indication that the SB Swap will be Allocated; and
 - (ii) If the SB Swap is intended to be cleared and allocated pre-execution, the Legal Entity Identifier for each Account that will receive Allocations and the Clearing Account Identifier for a Clearing House where each Allocation is intended to be cleared;

RULE 530. Identification of Authorized Traders

Each Authorized Trader shall be identified to BSEF and shall be subject to the Rules. It is the duty of the Participant to ensure that Authorized Trader (and Trader ID) registration is current and accurate at all times. Each individual must use a Trader ID to access the SBSEF Platform. In no event may an individual enter an RFQ or Order or permit the entry of an RFQ or Order by an individual using a user Trader ID other than the individual's own Trader ID.

RULE 531. Pre-Arranged Transactions

RULE 531.A. [Reserved]

RULE 531.B. Trade Correction

If permitted by Rule 516, two Participants may pre-arrange an Offsetting Trade and/or Correcting Trade.

RULE 531.C. Covered Package Transactions and Permitted Transactions

(a) Two Participants may pre-arrange a Covered Package Transaction subject to the Rules outside the SBSEF Platform; provided, however, that each component of such Covered Package Transaction that is a Required Transaction must be executed on the SBSEF Platform via RFQT.

(b) Two Participants may pre-arrange a Permitted Transaction subject to the Rules outside the SBSEF Platform, provided, however, that such Permitted Transaction must be executed on the SBSEF Platform via RFQT.

RULE 532. Reporting to an SBSDR

(a) BSEF will report each SBSDR Reportable Trade to ~~DTCC~~an SBSDR after the execution of such SBSDR Reportable Trade as required by Regulation SBSR, and as applicable, information specific to a Trade that BSEF is required to submit by a Governmental Body with jurisdiction over a Participant that executed the Trade (the "Other Reporting Authority"). With respect to each SBSDR Reportable Trade, BSEF will report all information required to be reported by an SBSEF by Regulation SBSR, the Other Reporting Authority and the rules and specifications of ~~DTCC~~an SBSDR. For any SBSDR Reportable Trade subject to Allocation prior to or after execution, BSEF will report to ~~DTCC~~SBSDR only the bunched SBSDR Reportable Trade and will not report any SB Swaps resulting from the Allocation.

(b) [Reserved]

(c) [Reserved]

(d) [Reserved]

(e) Each Participant that is the Reporting Side, or an Account Manager or Broker-Dealer for a Reporting Side shall review the SBSDR Reportable Trade details as soon as technologically practicable upon transmission of the SBSDR Reportable Trade details to the Participant. The non-Reporting Side shall report any errors in such SBSDR Reportable Trade details to the Reporting Side as soon as technologically practicable. The Reporting Side shall report all errors in such SBSDR

[Reportable](#) Trade details to BSEF as soon as technologically practicable after finding or being made aware of any error or omission in the data as reported and/or maintained by the relevant SBSDR. BSEF shall then submit the corrected data to ~~DTCC~~[the SBSDR](#).

(f) [Reserved]

(g) BSEF will report all [SBSDR Reportable](#) Trades to ~~DTCC~~[Data Repository \(U.S.\) LLC](#).

RULE 533. Cleared SB Swaps

(a) Each Cleared SB Swap shall be cleared through the Clearing House indicated in the SB Swap Contract Specification.

(b) For each Cleared SB Swap a Participant expects to enter into pursuant to the Rules, the Participant or an Account or Customer of the Participant must establish a clearing account with the Clearing House or with a Clearing Member of the Clearing House, in each case, designated in the SB Swap Contract Specification for such Cleared SB Swap.

(c) All Trades in Cleared SB Swaps by a Participant or its Account or Customer must be guaranteed to the Clearing House by a Clearing Member following the Clearing Member's acceptance of such Trade for clearing.

(d) BSEF shall submit each Trade to the Clearing House specified in the SB Swap Contract Specification. If BSEF receives a notice from the Clearing House rejecting a Trade for clearing, such Trade is *void ab initio*.

(e) BSEF will conduct pre-trade clearing checks for each Order before submitting an Order to an Order Book. BSEF will conduct pre-trade clearing checks on each RFQ before transmitting the RFQ to Recipient Participants. If an Order or an RFQ fails to satisfy the criteria established by the Clearing Member, BSEF will reject the Order or will not allow the RFQ to be sent.

(f) If manual affirmation of a Trade in Cleared SB Swaps is required prior to presentation of the Trade to a Clearing House, a Participant must affirm the Trade within five (5) minutes after the execution of the Trade.

RULE 534. Non-Cleared SB Swaps

(a) Any Participant that is an SB Swap Dealer or Major SB Swap Participant, or if neither Counterparty is an SB Swap Dealer or Major SB Swap Participant, the Participant that is the Reporting Side, that places an Order or sends or responds to an RFQ with respect to a Non-Cleared SB Swap shall ensure that there is a Non-Cleared SB Swap Agreement between the Participant or its Account or Customer, as applicable, and the prospective Counterparty to such SB Swap prior to placing such Order or sending or responding to such RFQ. A Participant will only be able to transact in Non-Cleared SB Swaps with another Participant if both Participants have entered into a Non-Cleared SB Swap Agreement with each other. Both Participants involved in execution of a Non-Cleared SB Swap (whether in a principal capacity or in their capacity as agents on behalf of their respective Accounts or Customers) shall, upon the request of BSEF, make available to BSEF any terms of such Non-Cleared SB Swap that are not reflected in the applicable SB Swap Contract Specification and shall comply with Order entry requirements for Non-Cleared SB Swaps that BSEF shall establish from time to time.

(vi) A declaration of all sanctions imposed against the respondent, including the basis for such sanctions and the effective date of such sanctions.

(b) Upon rendering a decision by the Disciplinary Panel, BSEF shall, within thirty (30) business days thereafter, provide a Written notice of such action to the respondent.

(c) The Written decision will become final twenty (20) business days after it is served on the respondent and a copy thereof is provided to the Compliance Department. BSEF shall cause any or all of the Written decision to be final prior to such date if the CCO reasonably believes that such action pursuant to Rule 806 is necessary to protect the best interests of the SBSEF operated by BSEF.

RULE 618. Sanctions

(a) After notice and opportunity for hearing in accordance with the Rules, BSEF will impose sanctions on the respondent, including any Participant, Account Manager, Authorized Trader, Supervised Person, Account, Customer, Clearing Member or other Person using any Trader ID or login credentials linked to the Participant that is found to have violated or to have attempted to violate a Rule. Subject to the limitations set forth in Rule 618(b), BSEF may impose one or more of the following sanctions or remedies: (i) censure; (ii) limitation on Trading Privileges, Trading Access or other activities, functions or operations; (iii) suspension of Trading Privileges or Trading Access; (iv) fine (subject to paragraph (b) below); (v) disgorgement; (vi) termination of Trading Privileges or Trading Access; (vii) in the event of Customer harm, full Customer restitution, except where the amount of restitution or to whom it should be provided cannot reasonably be determined; or (viii) any other sanction or remedy deemed to be appropriate. All sanctions, including those imposed pursuant to an accepted settlement offer, shall take into account respondent's disciplinary history.

(b) BSEF may impose a fine of up to \$100,000 for each violation of a Rule. If a fine or other amount is not paid within thirty (30) business days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the quoted prime rate plus three (3) percent. BSEF has sole discretion to select the bank on whose quotations to base the prime rate. Each Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Authorized Traders, Account Managers, Supervised Persons, Accounts or Customers. The following schedule lists the recommended fines that BSEF may impose:

Type of Violation	Fine Per Occurrence ¹		
	First Violation	Second Violation	Third Violation
Failure to provide information to BSEF as required by the Rules	\$5,000	\$10,000	\$15,000
Impeding or delaying a BSEF examination, inquiry or investigation undertaken pursuant to Rule 402	\$5,000	\$10,000	\$15,000

RULE 619. Costs

(a) Regardless of the outcome of any disciplinary proceeding, the Disciplinary Panel may order a respondent to pay some or all of the costs associated with the disciplinary proceedings that the

¹ Within a "rolling" 12-month period.

below not to exceed \$30,000 on an annual basis. Summary imposition of fines pursuant to this Rule 621 will not preclude BSEF from bringing any other action against the Participant (or any of its Account Managers, Authorized Traders or Supervised Persons) or Authorized Trader, as the case may be. The following schedule lists the recommended summary fines that BSEF or the CCO (or their designee) may impose for each type of violation described below:

Type of Violation	Fine Per Occurrence ²		
	First Summary Fine	Second Summary Fine	Third Summary Fine
Failure to maintain complete and accurate books and records as required by Rule 409.A (Participant and Clearing Member Books and Records)	\$5,000	\$10,000	\$15,000
Failure to provide any disclosure required by Rule 402 (Required Disclosures to BSEF)	\$5,000	\$10,000	\$15,000
Failure to identify and maintain a current list of Authorized Traders as required by Rule 530 (Identification of Authorized Traders)	\$5,000	\$10,000	\$15,000
Violation of Order entry requirements pursuant to Rule 524 (Order Entry Requirements), including failure to provide an accurate LEI	\$5,000	\$10,000	\$15,000
Violation of Rule 532(e) (Reporting to an SBSDR)	\$5,000	\$10,000	\$15,000
Failure to provide information required by Rule 301(e) (Eligibility Criteria for Becoming a Participant)	\$5,000	\$10,000	\$15,000
Failure to comply with Rules 516.A (Trade Cancellation, Correction, Offset and Adjustment – Cleared SB Swaps), 516.C (Erroneous Trade Cancellation, Correction and Adjustment – Non-Cleared SB Swaps), and 516.D (Prime Broker Trades)	\$5,000	\$10,000	\$15,000

(d) A Participant is eligible for the summary imposition of fines as described in paragraph (a) of this Rule 621 only if BSEF did not serve on the Participant any Notice of Charges pursuant to Rule 607 that alleges a failure described in paragraphs (a)(i) through (a)(iii) of this Rule 621 for a continuous thirty-six (36) month period (the "**Qualifying Period**").

(e) A Participant may become re-eligible for summary imposition of fines as described in paragraph (a) of this Rule 621 after the end of the Qualifying Period; provided, however, that BSEF's CCO may in their sole discretion extend the Qualifying Period for any period of time, including indefinitely, where a failure described paragraphs (a)(i) through (a)(iii) of this Rule 621 does not qualify for a summary imposition of fines due to aggravating circumstances, including actions or omissions of a Participant or its Account Manager, Customer or any agent that aggravated such failure.

² ~~Within a "rolling" 12-month period.~~

RULE 622. Hearings Involving BSEF-Affiliated Trading Entities

(a) No SBSEF Employee that is also an employee of an Affiliate of BSEF that engages in trading activity on the SEF or the SBSEF operated by BSEF shall perform an investigation of such affiliated trading entity.

(b) In the event that a Disciplinary Panel is convened for a hearing involving an affiliated trading entity, no Person associated with BSEF or such affiliated trading entity shall be a member of such Disciplinary Panel.

(c) The Board must approve the issuance of disciplinary charges and acceptance of settlement offers involving an affiliated trading entity.

RULE 623. Notification of Final Disciplinary Action Involving Financial Harm to a Customer

Upon any Final Disciplinary Action in which BSEF finds that a Participant has committed a Rule violation that involved a transaction for a Customer, whether executed or not, and that resulted in financial harm to the Customer, BSEF shall promptly provide Written notice of the disciplinary action to the Participant, which Notice shall include the principal facts of the disciplinary action and a statement that BSEF has found that the Participant has committed a Rule violation that involved a transaction for the Customer, whether executed or not, and that resulted in financial harm to the Customer. Any Participant that has received such Written notice from BSEF, shall promptly provide Written notice of the Final Disciplinary Action to the Customer, as disclosed on the Participant's books and records.

RULE 624. Notice to the SEC

(a) If BSEF issues a Final Disciplinary Action against a Participant, or takes final action with respect to a denial or conditioning of participation, or takes final action with respect to a denial or limitation of access of a Person to any services offered by the ~~SEF~~SBSEF operated by BSEF, then BSEF shall file a notice of such action with the SEC within thirty (30) business days and serve a copy on the affected Person.

(b) For purposes of paragraph (a) of this Rule:

(i) A disciplinary action shall not be considered "final" unless:

(A) The affected Person has exhausted their administrative remedies; and

(B) The disciplinary action is not a summary action permitted under SEC Regulation 242.819(g)(13)(ii).

(ii) A disposition of a matter with respect to a *denial or conditioning of membership*, or a *denial or limitation of access* shall not be considered "final" unless such Person has exhausted their administrative remedies with respect to such matter.