

November 13, 2025
BY ELECTRONIC FILING
Mr. Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

**Re: BTNL 2025-35 - Self-Certification Pursuant to CFTC Regulation 40.6 –
Bitnomial Exchange, LLC and Bitnomial Clearinghouse, LLC – Rulebook
Changes and Spot-related Policy and Procedure Update**

Dear Mr. Kirkpatrick:

Bitnomial Exchange, LLC and Bitnomial Clearinghouse, LLC (collectively, “Bitnomial”) hereby submit for self-certification to the Commodity Futures Trading Commission (the “Commission” or “CFTC”), under Commission regulation 40.6(a), updates to the Bitnomial Rulebook which allow Bitnomial to offer trading and clearing of spot contracts. Bitnomial is also updating certain policies and procedures in accordance with the new spot-related rules. These updates will become effective on November 28, 2025.

Exhibit 1: Rulebook Changes

Rule 101 Definitions: “Exchange Transaction” definition edited, “Settlement Facility” definition moved from Rule 1101;

Rule 502 Contracts Offered: new heading added to 502.2, 502.6 added;

Rule 514 Spot Trading has been added as a new rule;

Rule 806 Responsibilities of Clearing Members: 806.1 updated;

Rule 813 Settlement and Delivery: daily and intraday settlement times have been updated and spot delivery timelines have been added;

Rule 1101 Digital Asset Delivery Definitions: “Settlement Facility” definition deleted and moved to Rule 101;

Rule 1102 Participant and Clearing Member Delivery Obligations: minor update to 1102.4;

Rule 1103 Delivery Procedures: minor updates to 1103.1 and 1103.3.1; and

Rule 1106 Digital Asset Delivery: minor updates to 1106.2.

Exhibit 2: Redline changes to Bitnomial’s procedures (confidential treatment requested); and

Exhibit 3: FOIA request letter.

Core Principle Compliance

Bitnomial will continue to comply with all designated contract market (“DCM”) and derivatives clearing organization (“DCO”) Core Principles. Bitnomial has reviewed the Core Principles as set forth under Section 5 of the Commodity Exchange Act, as amended (the “Act”), and determined that the Rulebook and procedure updates may have some bearing on the following DCO Core Principles:

Core Principle B- Financial Resources: Bitnomial will continue to maintain adequate financial resources to discharge its responsibilities as a DCO.

Core Principle D- Risk Management: The changes continue to ensure Bitnomial's ability to manage the risks associated with discharging the responsibilities of a DCO, including limiting exposure to potential losses from defaults, and maintaining margin requirements sufficient to cover potential exposures in normal market conditions.

Core Principle E- Settlement Procedures: Bitnomial will continue to complete money settlements on a timely basis to reduce risk exposure.

Core Principle F- Treatment of Funds: This core principle ensures DCOs properly manage and protect funds held on behalf of Clearing Members and their customers. Bitnomial's updates continue to require the Clearinghouse to manage and protect all margin payments.

Core Principle L- Public Information: Bitnomial is publicly posting this self-certification letter on its website to ensure that market participants receive advance notice of this update.

Certification

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.6(a), Bitnomial certifies that these changes comply with the Act and regulations thereunder. Bitnomial is not aware of any opposing views to these changes.

Bitnomial certifies that a copy of this submission has been concurrently posted on Bitnomial's website at <https://bitnomial.com/exchange/regulatory>.

If you have any questions or require further information, please contact the undersigned at james.walsh@bitnomial.com.

Sincerely, /s/

James A. Walsh
Chief Regulatory Officer
Bitnomial Exchange, LLC
Chief Compliance Officer
Bitnomial Clearinghouse, LLC

Exhibit 1

Bitnomial Exchange, LLC & Bitnomial Clearinghouse, LLC

Rulebook Changes

Rule 101: Definitions

The following terms as used in the Rules have the meanings set forth in this Chapter, unless otherwise specifically provided elsewhere in the Rules or required by the context.

- **Account Administrator:** means an officer or employee of a Participant appointed pursuant to Rule 310.
- **Affiliate:** means a Person who directly or indirectly, controls, is controlled by, or is under common control with another Person.
- **Affiliate Participants and Clearing Members:** has a meaning set forth in Rule 1012.
- **API:** means Application Programming Interface, a programmatic software interface.
- **Applicable Law:** means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental or self-regulatory authority applicable to such Person, including the CEA and CFTC Rules.
- **Approved Financial Institution:** has the meaning set forth in Rule 803.2.7.
- **Audit Trail:** has the meaning set forth in Rule 510.
- **Authorized User:** means a natural person, authorized by the Exchange as an Authorized User in accordance with Rule 306, who is either employed by or is an agent of a Clearing Member or a Participant.
- **Bankruptcy Code:** means Title 11 of the U.S. Code.
- **Bankruptcy Event:** has the meaning set forth in Rule 818.
- **Block Trade:** means a privately negotiated transaction in a Contract that meets certain quantity thresholds and that is permitted to occur away from the Exchange and reported in accordance with Rule 505.
- **Board:** means the Board of Directors.
- **Board of Appeals:** means a panel comprised of a chair and two individuals appointed by the Board to consider appeals under Chapter 6.
- **Business Day:** means any day on which the Exchange and Clearinghouse are open for trading and clearing.
- **CEA:** means the Commodity Exchange Act, as amended from time to time.
- **CFTC:** means the U.S. Commodity Futures Trading Commission or any successor agency.
- **CFTC Rules:** means the rules, regulations and orders of the CFTC, as amended from time to time.
- **Chairman:** means the Chairman of the Board.
- **Chief Executive Officer:** means the individual appointed by the Board to serve as the chief executive officer.
- **Chief Regulatory Officer:** means the individual appointed by the Board to serve as the chief regulatory officer.
- **Clearinghouse:** means Bitnomial Clearinghouse, LLC, a Delaware limited liability company registered by the CFTC as a derivatives clearing organization that is designated by the Exchange to provide clearing services with respect to any or all of the Contracts.
- **Clearinghouse Official:** means any Officer or Employee of the Clearinghouse and any member of the Board, a committee established by the Board, a Hearing Panel or Board of Appeals.

- **Clearing Member:** means an entity meeting the requirements of, and approved for, clearing membership at the Clearinghouse that is authorized pursuant to the Rules to clear trades in any or all Contracts. Except for those Clearing Members that clear solely for their own proprietary accounts (each, an Individual Clearing Member), all other Clearing Members must be registered with the CFTC as FCMs (each, an FCM Clearing Member).
- **Clearing Member Agreement:** means an agreement between the Clearinghouse and a Clearing Member which must be signed in order for a Clearing Member to have access to the Clearinghouse for clearing services with respect to any or all of the Contracts.
- **Close-Out Value:** has the meaning set forth in Rule 818.
- **Collateral:** means such property as may be delivered by a Clearing Member to the Clearinghouse as collateral for the obligations of such Clearing Member to the Clearinghouse (including but not limited to Initial Margin and Variation Margin), and all proceeds of the foregoing and all proceeds of any of the foregoing, held in or for the accounts of a Clearing Member in connection with the financial obligations of such Clearing Member, however created, arising or evidenced, whether direct or indirect, absolute or contingent, existing, due or to become due. A list of Collateral accepted by the Clearinghouse is available on the Website.
- **Compliance Department:** has the meaning set forth in Rule 602.
- **Contract:** means any contract, agreement, or transaction approved for trading on the Exchange and pursuant to the Rules.
- **Contract Specifications:** means the descriptions of the contractual items for each Contract as set forth in the document available on the Website.
- **CPT:** means Central Prevailing Time.
- **Customer:** means any Person for whom a Participant carries an account (other than such Participant or any of its affiliates) or from whom a Participant solicits or accepts an order.
- **Customer Account:** means an account established by a Clearing Member with the Clearinghouse in which the Clearing Member maintains trades, positions and Margin solely for Customers of the Clearing Member.
- **Daily Settlement Price:** has the meaning set forth in Rule 509.
- **Director:** means an individual serving on the Board.
- **Disciplinary Action:** has the meaning set forth in Rule 601.
- **Disciplinary Committee:** means a function of the Compliance Department to fulfill various adjudicative responsibilities and duties described in Rule 602.
- **Emergency:** means the occurrences or circumstances which, in the opinion of the Board, require immediate action to be taken in accordance with Rule 213.
- **Exchange:** means Bitnomial Exchange, LLC, a Delaware limited liability company designated by the CFTC as a designated contract market.
- **Exchange Official:** means any Officer or employee of the Exchange and any member of the Board, a committee established by the Board, a Hearing Panel or Board of Appeals.
- **Exchange Transaction:** means a Contract executed through the ~~Trade-Matching Engine~~[Exchange](#).
- **Expiry:** means the Contract date of expiration.
- **FCM:** means a futures commission merchant as defined in the CEA and CFTC Rules and registered with the CFTC as such.
- **FDICIA:** has the meaning set forth in Rule 818.

- **Final Settlement Price:** means the price for each Contract supplied by the Exchange to the Clearinghouse as the Final Settlement Price for the Expiry as specified in Rule 509.
- **Governmental Authority:** means any domestic or foreign government (or political subdivision), governmental or regulatory authority, agency, court, commission or other governmental or regulatory entity (including any Self-Regulatory Organization).
- **Guaranty Fund:** means fund comprising the monies, securities and instruments capitalized by Clearinghouse, which fund shall be used as provided in Rule 815 to reimburse the Clearinghouse for losses sustained by the Clearinghouse as a result of the failure of any Clearing Member to discharge its financial obligations in accordance with the Rules.
- **House Account:** has the meaning set forth in CFTC Rule 39.2.
- **Initial Margin:** means the initial amount of Collateral that must be deposited with or paid to the Clearinghouse by Clearing Members in accordance with the Rules as a performance bond in respect of the Contracts held in any house account and customer accounts of such Clearing Members.
- **Investigation Team:** means a group within the Compliance Department, whose function is to fulfill the investigative and enforcement responsibilities described in Rule 602.
- **Last Trading Day:** means the last day a Contract may be traded as defined in Rule 502.
- **Liquidity Event:** has the meaning given to it in Rule 809.
- **LLC Agreement:** means the Limited Liability Company Agreement of the Exchange and Clearinghouse as amended or restated from time to time.
- **Margin:** means Initial Margin and Variation Margin or either of them.
- **NFA:** means the National Futures Association.
- **Official:** means an Exchange Official and a Clearinghouse Official.
- **Officer:** has the meaning given to it in Rule 203.
- **Order:** means any order to buy or sell a Contract on or subject to the Rules of the Exchange.
- **Participant:** means an entity that has signed the Participant Agreement for purposes of entering into Transactions for its own account or accesses the Exchange on behalf of a Customer. In addition, a Clearing Member who does not enter into Transactions for its own account shall be deemed to be a Participant hereunder solely for the purpose of accessing the Exchange in order to liquidate Transactions and any resulting positions previously submitted to the Clearinghouse for the account of such Clearing Member on behalf of a Participant that is in default for failure to perform its obligations to the Exchange or such Clearing Member (to the extent applicable).
- **Participant Agreement:** means an agreement between the Exchange and a Participant which must be signed in order for a Participant to have access to the Exchange for the execution of trades involving commodity derivative products and related financial instruments.
- **Perpetual Futures:** means a futures contract with a quarter-century expiration that is perpetually priced, margined, and settled every eight (8) hours based on the implied spot price of the Settlement Price futures contract, as specified in the product specifications.
- **Person:** means an individual, sole proprietorship, partnership, limited liability company, association, firm, trust, corporation or other entity, as the context may require.
- **Position Transfer:** means a transaction in a Contract(s) that is executed by the Exchange or the Clearinghouse personnel for administrative purposes outlined in Rule 507.
- **Price Bands:** mean a price range for aggressive orders based on the last top-of-book price as defined in Rule 504.3.1.
- **Price Limits:** mean a price range at which new Orders will be accepted as defined in Rule 504.3.2.

- **Public Director:** means a Director having the qualifications set out in Rule 202.
- **Regulatory Services Agreement:** means the agreement(s) between the Exchange or the Clearinghouse and the Regulatory Service Provider(s) whereby certain functions mandated under the CEA, such as market monitoring and trade practice surveillance, are delegated to the Regulatory Services Provider(s).
- **Regulatory Services Provider:** means NFA and such other organizations, if any, that provide regulatory services to the Exchange or the Clearinghouse, together with any such organization's employees and agents.
- **Requirements:** means the Rules; other requirements implemented by the Exchange or the Clearinghouse pursuant to the Rules; each term of a Contract; and the documentation and other contractual obligations between a Participant (including its Authorized Users) and the Exchange or a Clearing Member and the Clearinghouse.
- **Respondent:** means a Participant under investigation for alleged Rule violation(s) or against which charges have been filed.
- **Rule:** means any rule, interpretation, stated policy, or instrument corresponding to any of the foregoing, including these Rules, in each case as adopted from time to time by the Exchange or the Clearinghouse.
- **Self-Regulatory Organization:** has the meaning given to such term in CFTC Rule 1.3(ee) and includes a derivatives clearing organization that is registered as such with the CFTC.
- **Settlement Bank:** means a bank that maintains an account either for the Clearinghouse or for any of its Clearing Members, which is used for the purpose of any settlement activity described in 17 CFR § 39.14.

- **Settlement Facility:** means a facility authorized by the Exchange for the delivery or transfer of underlying assets for physically settled Contracts. For delivery of Digital Asset futures, the Settlement Facility is Bitnomial Settlement, LLC, or any successor organization authorized by the Exchange. Bitnomial Settlement, LLC is authorized by the Exchange and not licensed, approved, or registered with the CFTC. For delivery of Digital Asset spot, the Settlement Facility is Bitnomial Clearinghouse, LLC.

- **Settlement Price:** means the price for each Contract supplied by the Exchange to the Clearinghouse at the end of each trading day (Daily Settlement Price) or at the end of the Final Settlement Period on the expiration day of the Contract (Final Settlement Price).
- **Surveillance Team:** means the group within the Compliance Department that is responsible for real-time and post-trade surveillance of the Exchange's trading systems, as described in Rule 602.
- **Trade Matching Engine:** means the set of algorithms through which Orders are matched.
- **Trade Risk Limit:** has the meaning set forth in Rule 504.
- **Trading Account:** means a trading account to be separately tracked and margined by a Participant's Clearing Member.
- **Trading Account ID:** means an Exchange assigned ID that represents a Trading Account for use by the Clearinghouse and its Clearing Members.
- **Market Hours:** means, for any Business Day, the hours specified on the trading calendar on the Website and the hours specified in Rule 501.
- **Trading Platform:** means the electronic trading facility operated by the Exchange to provide Participants with the ability to execute Exchange Transactions from the interaction of multiple bids and multiple offers within a predetermined, nondiscretionary automated trade matching and execution algorithm.
- **Transaction:** means an Exchange Transaction.

- **Variation Margin:** means on the Business Day a Contract has been accepted for clearing by the Clearinghouse, the difference between the price at which such Contract was bought or sold and the Settlement Price for such Contract; obligations to pay, as applicable, any settlement variation payment and other Contract-related payments due including options premiums and upfront fees; and thereafter, the difference, as applicable, between: the Settlement Price on a given Business Day and the preceding Settlement Price for such Contract, or the price at which such Contract was closed on the books of the Clearinghouse and the preceding Settlement Price for such Contract.
- **Website:** means bitnomial.com/exchange.

Rule 502: Contracts Offered

1. **Contracts/Expiries.** Contract Specifications are set forth on the Website. Contract Specifications are subject to revision or amendment from time to time. Revised Contract Specifications may be listed for trading by self-certification in accordance with CFTC Rule 40.2, sent electronically to the CFTC for receipt by the open of business on the business day preceding the contract's listing, which shall include:
 1. a description of the Contract and its rules related to its terms and conditions,
 2. the intended listing date,
 3. certification by the Exchange that the Contract to be listed complies with the CEA and the CFTC Rules thereunder,
 4. a concise explanation and analysis of the product and its compliance with applicable provisions of the CEA, including core principles, and the CFTC Rules thereunder, including supporting documentation, and
 5. certification that the Exchange posted a notice of pending product certification with the Commission on its Website with a copy of the submission, with confidential treatment requests as appropriate. The Exchange will permit trading only in Contracts that are not readily susceptible to manipulation.
2. **New Contracts.** To offer new products, the Exchange may request that the CFTC approve a new product prior to listing the product for trading. The submission to the CFTC shall be filed electronically in accordance with CFTC Rules 40.3 and include:
 1. a description of the product with the rules that set forth the Contract's terms and conditions,
 2. an explanation and analysis of the product and its compliance with applicable provisions of the CEA, including core principles, and the CFTC Rules thereunder, including documentation relied upon to establish the basis for compliance with the applicable law, or incorporate information contained in such documentation, with appropriate citations to data sources,
 3. description of any agreements or contracts entered into with other parties that enable the Exchange to carry out its responsibilities,
 4. certification that the Exchange posted on its Website a notice of its request for CFTC approval of the new product with a copy of the submission,
 5. a request for confidential treatment as permitted under CFTC Rule 40.8, if appropriate, and
 6. the filing fee required in accordance with CFTC Rules. If requested by CFTC staff, the Exchange will provide evidence, information or data demonstrating that the Contract meets, initially or on a continuing basis, the requirements of the CEA, or other requirements for designation or registration under the CEA or the CFTC Rules thereunder. The Exchange shall submit the requested information by the open of business on the date that is two business days from the date of request by CFTC staff, or at the conclusion of such extended period agreed to by CFTC staff after timely receipt of a written request from the Exchange.
3. **Contract Listing.**
 1. **Futures.** The Exchange may list up to twelve consecutive contract expiries for all non-Perpetual Futures.
 2. **Perpetual Futures.** The Exchange may list up to two quarter-century Perpetual Futures expiries per Contract, with the further dated contract listed no sooner than one year prior to the next-to-expire contract expiry.
 3. **Options.** Initial options Contract listing shall include at least one strike at the underlying Contract's previous Settlement Price, rounded down to the nearest minimum strike interval. Additional strikes may be listed at the discretion of the Exchange on any trading day.
4. **Contract Trading Termination.** Trading in a Contract shall terminate ("Trading Termination") on the Last Trading Day and time as follows or as otherwise specified in the Contract Specifications.

If the Last Trading Day is not both a London and U.S. business day, trading terminates on the prior London or U.S. business day.

1. **Futures:** 10:00 CPT on the trading day on the last Friday of the expiry month.
2. **Options:** 15:00 CPT on the trading day six business days prior to Trading Termination of the underlying futures Contract.
5. **Options Exercise.** Options expiry is European style unless otherwise specified in the Contract Specifications. Following Trading Termination, any options Contract that is in the money shall be automatically exercised by the Clearinghouse and any options Contract that is out of the money shall be abandoned by the Clearinghouse. For the avoidance of doubt, no such options Contract that expires in the money may be abandoned, and no such options Contract that expires out of the money may be exercised.
6. **Spot Contracts.** Spot contracts shall be offered subject to the provisions set forth in Exchange Rule 514.

Rule 514: Spot Trading

1. Spot Contracts Offered.

1. **Authorization and Treatment.** The Exchange is authorized to designate for listing and trading commodity spot contracts ("Spot Contracts"), including where applicable, those Spot Contracts that constitute retail commodity transactions, as defined in CEA Section 2(c)(2)(D), 7 U.S.C. 2(c)(2)(D). Subject to the rules herein, all Spot Contracts shall be treated by the Exchange as if they are futures contracts.

2. **Actual Delivery Exemption.** The Exchange shall treat all Spot Contracts as retail commodity transactions regardless of whether any individual transaction may ultimately qualify for the actual delivery exemption under CEA Section 2(c)(2)(D)(ii)(III)(aa), 7 U.S.C. 2(c)(2)(D)(ii)(III)(aa).

2. Financing.

1. **Availability.** Financing may be offered to Customers and Participants specifically for the purpose of funding trading and settlement activity related to Exchange Spot Contracts. Such financing shall be contractual, documented in writing, and subject to inspection by the Exchange.

2. **Lenders.** Financing provided by a third-party lender, affiliate of an FCM, or other market participant shall constitute activity by a Person acting in concert with the Exchange so long as such financing is specifically for the purpose of funding trading and settlement activity related to Spot Contracts offered on the Exchange.

3. **Clearing.** Spot Contract transactions designated hereunder shall be subject to the mandatory clearing requirements set forth in CFTC Rule 38.601, 17 CFR § 38.601, and shall be cleared by the Clearinghouse as set forth in Chapter 8. Consistent with CEA Section 2(c)(2)(D), 7 U.S.C. 2(c)(2)(D), cleared Spot Contract customer collateral shall not be treated as segregated customer funds under CEA Section 4d, 7 U.S.C. 6d.

4. **Settlement and Delivery.** Spot Contracts shall be subject to the settlement and delivery procedures set forth in Chapter 11.

Rule 806: Responsibilities of Clearing Members

Each Clearing Member shall, and where applicable, shall cause all of its employees and agents to:

1. ensure that all funds deposited with the Clearinghouse on behalf of customers of a Clearing Member shall be held in an account identifiable as “customer segregated” in accordance with the CEA and CFTC Rule 1.20, as amended. Notwithstanding the foregoing, Section 2(c)(2)(D) of the CEA does not incorporate Section 4d customer fund segregation requirements, and therefore cleared spot customer funds are not treated as segregated customer funds under Section 4d.
2. ensure that the investment all funds deposited with the Clearinghouse on behalf of customers of a Clearing Member comply with the investment standards of the CEA and CFTC Rule 1.25, as amended, including, but not limited to, concentration limits and permitted investments;
3. comply with and act in a manner consistent with the Rules and any rules of or agreement with a settlement facility, as applicable;
4. ensure that all clearing activity conducted by the Clearing Member is performed in a manner that is consistent with the Rules;
5. ensure that only the Clearinghouse’s facilities are used to conduct clearing business pursuant to the Rules or which is required to be conducted pursuant to the Rules;
6. ensure that the Clearinghouse’s facilities are used in a responsible manner and are not used for any improper or wrongful purpose;
7. meet all financial requirements required under the Rules;
8. guarantee and assume complete responsibility for all Contracts submitted by it or which it has authorized another Person to submit for clearing in its name;
9. observe high standards of integrity, market conduct, commercial honor, fair dealing and just and equitable principles of trade in the conduct of its clearing business with the Clearinghouse in the conduct of its business as a Clearing Member or any aspect of any business connected with or concerning the Clearinghouse;
10. immediately inform the Clearinghouse of any changes to the account information provided by the Clearing Member;
11. keep User IDs and passwords confidential;
12. promptly review and, as necessary, respond to all communications issued by the Clearinghouse;
13. keep, or cause to be kept, complete and accurate books and records as required to be maintained pursuant to the CEA and CFTC Rules for the time and in the manner specified by CFTC Rules; and make such books and records available for inspection by a representative of the Clearinghouse, the CFTC and other Governmental Authority of competent jurisdiction;
14. not knowingly mislead or conceal any material fact or matter in any dealings or filings with the Clearinghouse or in connection with a disciplinary action;
15. be responsible, even after it has withdrawn as a Clearing Member, for any violations of Rules committed by it while it was a Clearing Member;
16. cooperate with the Clearinghouse and any Governmental Authority in any inquiry, investigation, audit, examination or proceeding;
17. adopt, adhere to and enforce risk management and other policies and procedures that are designed to address the risks that the Clearing Member poses to the Clearinghouse and promptly provide, upon request by the Clearinghouse or the CFTC, information related to the risk management policies, procedures and practices of the Clearing Member;

18. coordinate with the Clearinghouse to develop and test business continuity and disaster recovery plans that enable effective resumption of daily processing, clearing and settlement following a disruption; and
19. develop and implement a written compliance program approved in writing by senior management of such Clearing Member that is reasonably designed to achieve and monitor the Clearing Member's compliance with all applicable requirements of the Bank Secrecy Act (31 U.S.C. § 5311 et seq.), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.) ("IEEPA"), the Trading with the Enemy Act (50 U.S.C. App. § 1 et seq.) ("TWEA"), and the Executive Orders and Rules issued pursuant thereto, including the Rules issued by the U.S. Department of the Treasury and, as applicable, the CFTC. The compliance program shall, at a minimum:
 1. establish and implement policies, procedures and controls reasonably designed to assure compliance with all applicable provisions of the Bank Secrecy Act, IEEPA, TWEA, and all applicable Executive Orders and Rules issued pursuant thereto;
 2. provide for independent testing for compliance to be conducted by Clearing Member personnel or by a qualified outside party;
 3. designate an individual or individuals responsible for implementing and monitoring the day-to-day operations and internal controls of the program;
 4. and provide ongoing training for appropriate personnel.

Rule 813: Settlement and Delivery

1. All Settlement Prices will be determined solely by the Exchange.
2. In the absence of a clerical error, payments of funds or transfer of funds to and from the Clearinghouse, including, but not limited to, intraday and end-of-day Margin payments, delivery payments, and security deposits, are final and unconditional when effected and cannot be reversed.
3. Delivery failures are subject to the Exchange-specific delivery Rules for the respective Contract and are assigned by the Clearinghouse in a manner to minimize the number of Participants impacted and assigns failures by newest to oldest positions.
4. Clearing Members must use Approved Financial Institutions and Settlement Facilities approved for use by the Clearinghouse.
5. Clearing Members must pay Margin calls by the deadline set by the Clearinghouse. An extension of time for such payments may be granted in writing by the President of the Clearinghouse.
6. In the event a Clearing Member fails to perform its delivery obligations to the Clearinghouse, for the avoidance of doubt, Clearing Members will not, under any circumstances, be required to own, hold, or control the underlying asset under these Rules unless the Clearing Member holds positions requiring delivery in its own proprietary account, but Clearing Members are responsible for ensuring their Customers, as Participants, are able to satisfy or satisfy their obligations regarding delivery and acceptance thereof under the applicable Rules.
7. In a Clearing Member default that involves a delivery failure, the Clearinghouse will ensure the financial performance to the Clearing Member whose actions or omissions did not cause or contribute to the delivery failure (the "Affected Clearing Member"). The Clearinghouse powers will include, but are not limited to, the right to sell or liquidate the underlying asset subject to delivery and to distribute the proceeds as appropriate and access the funds and collateral available in a default in accordance with Rule 817. For purposes of this Rule, "financial performance" means payment of commercially reasonable costs of the Affected Clearing Member related to replacing the failed delivery but does not include physical performance or legal fees. For the avoidance of doubt, payment of reasonable costs will be based on the price of the underlying asset when delivery should have been made, and the Clearinghouse is not obligated to make or accept delivery of the actual Digital Asset. Neither the Exchange nor the Clearinghouse will have any responsibility or liability to any Person for the use of, or any failure, error, action or omission of, the Settlement Facility.
8. An Affected Clearing Member seeking financial performance must provide prompt notice to the Clearinghouse of the delivery failure and a good faith estimate of any financial performance being sought within one (1) hour of the delivery deadline for the product. This deadline may be extended by the Exchange for extenuating circumstances in its sole discretion. An Affected Clearing Member seeking financial performance must provide the Clearinghouse with a detailed statement with supporting documentation of the amount sought, as well as any other documentation requested by the Clearinghouse.
9. **Settlement and Delivery Timelines:**

1. **Final Physical Settlement Timeline.** All remaining open positions at Final Settlement serve as a binding Delivery Notice to the Clearinghouse.

Day	Time	Event
T	10:00	Trading terminates; Final Settlement Prices reported to Clearinghouse.
T	12:00	Clearinghouse finalizes delivery assignments; Settlement Bank processes funds transfers and Settlement Facility processes asset transfers. Delivery complete; margins released.
T	13:00	Settlement Bank and Settlement Facility complete processing.
T-3	9:00 a.m.	Settlement Facility opens to delivering market participants.
T	10:00 a.m.	Trading terminates and final settlement prices are reported by the Exchange to the Clearinghouse. Clearing Members are responsible for ensuring all market participants making delivery deliver underlying assets through the Settlement Facility. All remaining open positions serve as a binding Delivery Notice to the Clearinghouse.
T	12:00 p.m.	Clearinghouse finalizes delivery assignments, releases delivery payments by instruction to

the Settlement Bank, and releases underlying assets by instruction to the Settlement Facility. Delivery is complete and margins are released. ||| 1:00 p.m. | The Settlement Facility and Settlement Bank process pays and collects. |

| Day | Time | Event | | | | | T | 16:00 | Daily Settlement Prices reported; Clearinghouse calculates Margin requirements. ||| 18:00 | Clearinghouse submits settlement amounts to Clearing Members and Settlement Bank. || T+1 | 09:30 | Settlement Bank processes funds transfers. | ~~| Day | Time | Event | | | | | T | 3:15 p.m. | The Exchange reports daily settlement prices and the Clearinghouse snapshots positions to calculate margin requirements. ||| 6:00 p.m. | The Clearinghouse submits initial and variation margin amounts to Clearing Members and the Settlement Bank system. || T+1 | 9:30 a.m. | The Settlement Bank processes pays and collects. |~~

| Day | Time | Event | | | | | T | 11:00 | Daily Settlement Prices reported; Clearinghouse calculates Margin requirements. ||| 12:00 | Clearinghouse submits settlement amounts to Clearing Members and Settlement Bank. ||| 13:00 | Settlement Bank processes funds transfers. | ~~| Day | Time | Event | | | | | T | 11:30 a.m. | The Exchange reports daily settlement prices and the Clearinghouse snapshots positions to calculate margin requirements. ||| 12:00 p.m. | The Clearinghouse submits initial and variation margin amounts to Clearing Members and the Settlement Bank system. ||| 1:00 p.m. | The Settlement Bank processes pays and collects. |~~ | Day | Time | Event | | | | | T | 11:30 a.m. | The Exchange reports daily settlement prices and the Clearinghouse snapshots positions to calculate margin requirements. ||| 12:00 p.m. | The Clearinghouse submits initial and variation margin amounts to Clearing Members and the Settlement Bank system. ||| 1:00 p.m. | The Settlement Bank processes pays and collects. |

| Day | Time | Event | | | | | T | 15:00 | Exchange Transactions reported; Clearinghouse nets positions. ||| 15:30 | Clearinghouse finalizes delivery assignments; Settlement Bank processes funds transfers and Settlement Facility processes asset transfers. ||| 16:30 | Settlement Bank and Settlement Facility complete processing. |

Rule 1101: Digital Asset Delivery Definitions

- **Blockchain:** A distributed ledger that records transactions between parties in a verifiable and permanent way.
- **Delivering Participant:** The Participant that is required to deliver the underlying commodity through the Settlement Facility.
- **Digital Asset:** Bitcoin, and any other “digital currency” which is a “commodity” under the Commodity Exchange Act, as amended. For this purpose, “digital currency” means any type of digital unit that is used as a medium of exchange or a form of digitally stored value (including digital units of exchange that (1) have a centralized repository or administrator, (2) are decentralized and have no centralized repository or administrator, and/or (3) may be created or obtained by computing or manufacturing effort).
- **Digital Asset Delivery Address:** A unique identifier that serves as a virtual location where a Digital Asset can be sent.
- **Receiving Participant:** The Participant that is required to take delivery of the underlying commodity through the Settlement Facility. ~~—Settlement Facility: The Digital Asset delivery facility, Bitnomial Settlement, LLC, or any successor organization authorized by the Exchange. Bitnomial Settlement, LLC is authorized by the Exchange and not licensed, approved, or registered with the Exchange.~~
- **Transfer:** Transmission of a Digital Asset between the Settlement Facility and a Delivering or Receiving Participant. Delivery shall be fully effected and transferred if reflected by a consensus of nodes on the Digital Asset Blockchain and after being confirmed as such by the Settlement Facility.

Rule 1102: Participant and Clearing Member Delivery Obligations

1. A Participant and its respective Clearing Member carrying a position that is required to make or take delivery hereby guarantees and assumes full and unconditional responsibility for the performance of all delivery requirements set forth in the Rules.
2. Participants are required to register accounts for the purpose of making or taking delivery with the Settlement Facility and Clearinghouse before the start of the delivery period. A Participant may effect delivery only through the Settlement Facility.
3. In the event of a default or failure of a Clearing Member during the delivery period or process, the Clearinghouse shall not be obligated to make or take delivery of Digital Assets.
4. Any Participant intending to make or take delivery of a Digital Asset pursuant to ~~a Futures Contract~~ [an Exchange Transaction](#) shall maintain a valid Digital Asset Delivery Address on record with the Settlement Facility to deliver and/or receive and to hold the respective Digital Asset.
5. Any Participant intending to make delivery of a Digital Asset agrees to transfer control of that asset to the Settlement Facility in anticipation of delivery in accordance with Exchange Rules.
6. Each Delivery Participant represents and warrants, to the best of its knowledge, to each Receiving Participant, the Exchange, the Clearinghouse, and the Settlement Facility that the Digital Asset subject to delivery is free and clear of all adverse claims, security interests, liens and encumbrances of any kind whatsoever. Each Participant acknowledges and agrees that the Exchange, the Clearinghouse, and the Settlement Facility provide no representation or warranty as to good or marketable title to any Digital Asset subject to delivery. Each Receiving Participant hereby waives any right to bring a claim, whether in law or equity, against the Exchange, the Clearinghouse, and the Settlement Facility with respect to any defect in, or lack or failure of, good or marketable title of any Digital Asset delivered to Receiving Participant.
7. The rights and obligations of Clearing Members for contracts cleared by the Clearinghouse, including but not limited to rights and obligations regarding clearing and settlement, variation payments and performance at expiration, shall be as set forth in the By-Laws and Rules of the Clearinghouse.
8. Clearing Members will not, under any circumstances, be required to own, hold, or control Digital Assets under Exchange Rules, but Clearing Members must ensure, through position monitoring and communication with their customers, as Participants, that such customers are able to satisfy their obligations regarding delivery and acceptance thereof under the applicable Clearinghouse and Exchange Rules.
9. Clearing Members must confirm that Delivering Participants deliver the appropriate amount of Digital Asset to the Settlement Facility during the Delivery Period.
10. All Participants and their respective Clearing Members with obligations to make or take delivery are subject to the Clearinghouse Rulebook.

Rule 1103: Delivery Procedures

1. **Notice.** Upon ~~final settlement~~, Final Settlement, all open positions serve as a binding delivery notice to the Clearinghouse. The Delivery Notice is not transferable.
2. **Final Settlement Price.** The Final Settlement Price shall be the sole basis for delivery.
3. **Final Delivery.** Final delivery will be made in the manner specified by the Exchange.
 1. Upon instruction by the Clearinghouse to the Exchange, the delivery of Digital Assets pursuant to ~~Futures Contracts~~ Exchange Transactions shall be effected by the Settlement Facility by transferring the relevant amount of the Digital Asset from the Digital Asset Delivery Address of the Delivering Participant to the Digital Asset Delivery Address of the Receiving Participant on the Digital Asset's Blockchain. Delivery shall be fully effected and transferred if reflected by a consensus of nodes on the Digital Asset's Blockchain and after being confirmed as such by the Settlement Facility (a "Transfer").
 2. Upon a Transfer of Digital Assets from the Digital Asset Delivery Address of the Delivering Participant to the Digital Asset Delivery Address of the Receiving Participant on the Digital Asset's Blockchain, each Participant hereby agrees that all title, ownership and control of such Digital Asset, and all risk of loss associated with the misappropriation or loss of such Digital Asset, shall reside solely with the Receiving Participant.
 3. Neither the Exchange nor the Clearinghouse will have any responsibility or liability to any Person for the use of, or any failure, error, action or omission of, the Settlement Facility.

Rule 1106: Digital Asset Delivery Eligibility

1. To qualify a Digital Asset as eligible for delivery, the Digital Asset sent through the Settlement Facility must be accepted as valid by the Digital Asset Blockchain consensus protocol and must be at a block depth acceptable to the Settlement Facility.
2. New Digital Assets that are created as a result of a fork in the Digital Asset protocol during the term of ~~a futures or options contract~~an Exchange Transaction are not eligible for ~~contract~~ delivery. New Digital Assets created as a result of a fork in the Digital Asset protocol while the Settlement Facility is in the process of delivery will not be delivered to the Participant taking delivery of the forked Digital Asset. The Settlement Facility will return the new Digital Assets created, less any transaction fees, to the Participant making delivery at a later date determined by the Exchange. In the case of a fork where it is not clear which is the new Digital Asset chain, the Exchange has sole discretion to determine which chain will be delivered and which will be returned.

Exhibit 3



November 13, 2025

VIA ELECTRONIC SUBMISSION

Assistant Secretary of the Commission
for FOI, Privacy and Sunshine Acts Compliance
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, D.C. 20581

Re: FOIA Confidential Treatment Request - Bitnomial Exchange, LLC and Bitnomial Clearinghouse, LLC

Dear Sir/Madam:

On behalf of Bitnomial Exchange, LLC and Bitnomial Clearinghouse, LLC (collectively, the “Company”), we have submitted documents, dated November 13, 2025 (the “Confidential Submission”), to the Commodity Futures Trading Commission (“Commission”) related to the Company’s procedures. The Company considers these documents to be proprietary and confidential.

We hereby petition the Commission, pursuant to Commission Regulations 145.5 and 145.9, to accept and retain in confidence the aforementioned documents until further notice as against any requestor who files with the Commission a request to inspect such documents pursuant to the Freedom of Information Act.

Confidential treatment is requested, among other things, on the grounds that the Confidential Submission contains data and information which would separately disclose business transactions and trade secrets that may not be disclosed to third parties, as provided in Section 8(a) of the Commodity Exchange Act and Commission Regulation 145.5(c)(1). Confidential treatment also is requested on the grounds that the Confidential Submission is exempt from disclosure under paragraph (b)(4) of the Freedom of Information Act (“FOIA”) and Commission Regulations 145.5(d) and 145.9(d)(1)(ii), because it contains commercial and financial information that is confidential and would be of material assistance to competitors. Further, confidential treatment is requested on the grounds that the Confidential Submission includes personal information of the Company and other persons, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

We understand that if the Commission receives a FOIA request for the Confidential Submission, we will be notified of such request in accordance with the Commission’s regulations and be asked to submit, within ten business days, a detailed written justification for confidential treatment of the Confidential Submission. In such event, we request that Commission staff telephone or email the undersigned rather than rely solely upon U.S. mail for such notice.

Exhibit 3



If the Commission or its staff transmits any of the Confidential Submission to another federal agency, we request that you forward a copy of this letter to any such agency with the Confidential Submission and further request that you advise any such agency of the request that the material be accorded confidential treatment.

The requests set forth in the preceding paragraphs also apply to any memoranda, notes, transcripts or other writings of any sort whatsoever that are made by, or at the request of, any employee of the Commission (or any other federal agency) and which (1) incorporate, include or relate to any aspect of the Confidential Submission; or (2) refer to any conference, meeting, or telephone conversation regarding the Company relating to the Confidential Submission. Please direct any questions regarding this request for confidential treatment, as well as any notices pursuant to Commission Regulation 145.9(e), to the attention of the undersigned at james.walsh@bitnomial.com.

Very truly yours,

/s/

James Walsh
Chief Regulatory Officer
Bitnomial Exchange, LLC
Chief Compliance Officer
Bitnomial Clearinghouse, LLC
(312) 883-5851