

MIAX Futures

Error Trade Policy

Modified May 23, 2025

MIAX Futures Error Trade Policy

Associated with MIAX Futures Exchange Rules 5.13.

Effective upon the launch of the MIAX Futures Exchange, LLC's ("MIAX Futures" or "Exchange") Onyx trading platform ("Onyx" or "Electronic Trading System"), MIAX Futures Rule 5.13. will require that each Market Participant adhere to the MIAX Futures Error Trade Policy:

5.13. ERROR TRADES.

In order to ensure fair and orderly market conditions, the Exchange may cancel or adjust any Order and/or any Trade executed in the Electronic Trading System pursuant to the Error Trade Policy, which is accessible on the MIAX Futures website.

The Error Trade Policy grants ultimate authority to the Exchange to adjust trade prices or cancel trades where, in its absolute and sole discretion, the Exchange believes such action is necessary to mitigate market-disrupting events caused by malfunctions in the Electronic Trading System or errors in order submitted by Market Participants. All decisions of the Exchange shall be final.

MIAX Futures Rule 5.13 and this Error Trade Policy (the "Policy") replace and supercede any previous error trade rules, including prior Exchange Rules 3.3.1 - 3.3.10.

The Policy shall be applied to balance the adverse effects on market integrity of executing trades and publishing trade information inconsistent with prevailing market conditions while preserving legitimate expectations of trade certainty by market participants. Administration and enforcement of the Policy shall be administered by the Exchange for MIAX Futures products that are traded on the Electronic Trading System.

Regulatory Requirement and System Controls

Pursuant to CFTC Regulation 38.157, "[a] designated contract market must have the authority to adjust trade prices or cancel trades when necessary to mitigate market disrupting events caused by malfunctions in its electronic trading platform(s) or errors in orders submitted by members and market participants. Any trade price adjustments or trade cancellations must be transparent to the market and subject to standards that are clear, fair, and publicly available." The Exchange considers appropriate systems and controls to be important in reducing the likelihood of orders being entered in error, preventing the execution of trades at unrepresentative prices, and reducing the market impact of such trades. Such systems and controls are present on the Electronic Trading System itself and within the Exchange Rules. These include:

1. Onyx/Electronic Trading System configurations:
 - a. Daily price limits, set by the Exchange, which prevent entry of orders outside of these limits;
 - b. Maximum price and order limits, set by the Exchange, which prevent prices or orders above a certain level to be either traded or designated for trading;
 - c. Trading collars, set by Clearing Members, which prevent order entry outside of such trading collars.

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2. The Rules, which provide the Exchange with absolute discretion to adjust orders, cancel trades, or suspend the market in the interest of maintaining a fair and orderly market.

General

In normal circumstances, the Exchange will only adjust prices or cancel trades upon a finding that the price is not representative of market value. Any trade where the only error is the number of contracts traded, and not the price at which they are traded, will not be subject to cancellation or adjustment. The Exchange will make the final decision on whether a trade price is adjusted or whether a trade is cancelled. In determining whether a trade has taken place at an unrepresentative price, factors to consider may include, but will not be limited to:

1. price movement in other contract months of the same product;
2. current market conditions, including liquidity and volatility;
3. timing of quotes and duration of market exposure;
4. price movement of related Contracts;
5. the public release of economic data or other relevant news;
6. manifest error;
7. whether there is any indication that the trade in question triggered stops or resulted in the execution of spread trades;
8. whether another market participant relied on the price;
9. any other factor which the Exchange, in its sole discretion, may deem relevant.

The Exchange reserves the unilateral right to adjust a price or cancel any trade clearly executed in error where there if the Exchange is notified or notifies itself, in the interest of maintaining a fair and orderly market. The Exchange shall endeavor to exercise this right promptly after the trade has been identified. The decision of the Exchange shall be final.

“No Bust Range”

The Exchange, when applicable, may set and vary the price limits of the “no bust range” for each Contract. The “no bust ranges” applicable to each product traded on the Electronic Trading System are set forth in Exhibit A to this Policy. Any trade executed at a price outside of the “no bust range,” if identified to the Exchange within the designated time period, may be considered an alleged error trade. Trades executed within this price range will not, under normal circumstances, be cancelled or price adjusted. A component of market integrity is the assurance that once executed, except in exceptional circumstances, a trade will stand and not be subject to cancellation or price adjustment. Any trades that do not have an adverse effect on the market within the “no bust range” should not be cancelled or price adjusted, even if executed in error.

In determining whether the trade price is within the “no bust range,” the Exchange will determine what the market value for the relevant Contract was immediately before the potential error trade occurred. In making such determination, the Exchange may consider all relevant factors, including the last trade price for such Contract, a more competitive bid or offer price, a more recent price in a different contract month, and the prices of related contracts trading on the Exchange or other markets, as determined by and in the sole

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discretion of the Exchange.

If the Exchange determines that the trade price of a potential error trade was inside the “no bust range” for the relevant Contract, and there are insufficient extenuating factors, such trade will stand and no further action will be taken. No such trade can be busted or adjusted by agreement of the parties to such trade.

The Exchange is authorized in its sole discretion to adjust or cancel a Futures error trade or an Options error trade that was outside the “no bust range” for the relevant Contract.

Error Trade Reporting/Busting

1. When applicable, trades executed outside of the defined “no bust range” may be reported to or considered by the Exchange as an error.
2. In order to invoke the error trade policy for a potential error trade, Market Participants must fully comply with one of two following notification methods:
 - a. A Market Participant must complete and submit the error trade form electronically within the eight minutes following the execution time of the alleged error trade.
 - b. A Market Participant must (1) notify the exchange via telephone at +1 (609) 897-7303 within the eight minutes following the execution time of the alleged error trade and (2) complete and submit the error trade form electronically within the 20 minutes following the execution time of the alleged error trade.
3. The Exchange will notify the market immediately via a Trading Alert message that an error has been alleged, giving details of the trade including execution time, contract month, price and volume. The Exchange will then notify the market via Trading Alert whether the price is adjusted or the trade is cancelled or stands. The Exchange will then contact those parties involved in the trade to explain the Exchange’s decision.
4. In order to assist the Exchange in determining whether the alleged error trade has taken place at an unrepresentative price, the Exchange may contact/consult the impacted Market Participants and any other person. The identities of the counterparties to the alleged error trade will not be disclosed to any Market Participant the Exchange may consult with.
5. The Exchange will take into account a variety of market factors in its determination, including whether consequential trades have resulted. Each error situation will be assessed on its individual circumstances. The Exchange will determine whether or not the price is adjusted or the trade will be cancelled.
6. If the Exchange determines that a trade price is outside the “no bust range” and warrants adjustment instead of cancellation, the Exchange will adjust the price of the transaction to a price that is appropriate based on the market value at the execution time. However, the Exchange, in its discretion, may allow the trade(s) to stand or cancel the trade(s) rather than adjusting the price. The decision of the Exchange is final.
7. After the Exchange has notified the market of the alleged error trade and the Exchange subsequently determines that the price of the alleged error trade is adjusted or the alleged error trade is cancelled, the Exchange may, in its sole discretion, price adjust or cancel consequential trades based on the price of the alleged error trade. The decision of the Exchange is final and non-reviewable. One factor taken into consideration by the Exchange will be whether the alleged error trade triggered contingent orders or resulted in the execution of spread trades or whether another

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market participant or client relied on the price of the error trade to execute consequential trades.

- a. The Exchange will consider and resolve consequential trades on a case-by-case basis, evaluating the individual circumstances and merits of each situation. When considering its approach, the Exchange will consider those consequential trades directly related to the error trade and consider, in its sole discretion, any trades (including spread trades) which have been derived from the error itself and those executed as a result of it.
8. The Exchange will make every attempt to ensure that any decisions regarding alleged error trades (i.e. whether an alleged error trade will have its price adjusted, will stand, or will be cancelled) will be communicated to the market as soon as reasonably practicable after the time of the original trade.
9. The Exchange has the unilateral right to cancel any order, adjust the price of a trade and cancel any trade which it considers to be at an unrepresentative price where there has been no referral or request from a market user. The Exchange reserves its right to consider each alleged error trade situation on its individual merits and may therefore amend these policies in light of the circumstances of each individual case. The decision of the Exchange is final.
10. Cancelled trades and prices that have been adjusted will be cancelled in the Exchange's official record of time and sales. Trades that are price adjusted will be inserted in the official record of time and sales at the adjusted trade price.
11. With the approval of the Exchange, parties to a trade that is price-adjusted may instead mutually agree to cancel the trade. With the approval of the Exchange, parties to a trade that is canceled may instead mutually agree to price-adjust the trade. Parties to a trade that is canceled or price-adjusted may mutually agree to a cash adjustment provided that such adjustments are reported to the Exchange and the parties maintain a record of the adjustment.
12. If the Exchange busts or price adjusts a trade, the party responsible for entering the order into the Electronic Trading System that gave rise to the trade bust or price adjustment shall pay an administrative fee to the Exchange in the amount of \$500 for each such occurrence. If the Market Participant fails to pay the fee, the Clearing Member through which the trade was placed shall be responsible for payment of the fee.

Off-Exchange Transactions

Off-Exchange Transactions submitted to the Exchange through MIAX Futures Clearing for clearing purposes will not be subject to this Error Trade Policy. Rather, those trades may be adjusted or cancelled by the submitting broker or by the Exchange upon mutual agreement of and per the instructions of the two counterparties.

Liability

A party entering an order that results in a price adjustment or trade cancellation shall be responsible for demonstrated claims of realized losses incurred by persons whose trade prices were adjusted or cancelled provided, however, that a claimant shall not be entitled to compensation for losses incurred as a result of the claimant's failure to take reasonable actions to mitigate the loss.

A claim for a loss pursuant to this section must be submitted to the Exchange within five (5) business days of the event giving rise to the claim. A party seeking to file a claim shall submit an 'Error Trade Adjustment/Cancellation Claim Form' to the Exchange. The Exchange shall reject any claim that is not filed

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in a timely manner or is not permitted by this section and such decisions shall be final. Eligible claims shall be forwarded by the Exchange to the party responsible for the order(s) that resulted in a trade cancellation or a price adjustment and to the Clearing Member through which the trade was placed. Such party, or the Clearing Member on behalf of the party, shall, within ten (10) business days of receipt of the claim, admit or deny responsibility in whole or in part. Failure to respond to the claim within ten (10) business days shall be considered an admission of liability.

To the extent that liability is admitted, payment shall be made within ten (10) business days. Unless otherwise agreed upon in writing by the parties, failure to make the payment within ten (10) business days shall be considered an admission of liability for purposes of this Rule/Policy. A copy of any such written agreement must be provided to the Exchange or its designee.

To the extent that liability is denied, the party making the claim may submit the claim to arbitration in accordance with Chapter 4 of the MIAX Futures Rules. Such claims must be submitted to the Exchange within ten (10) business days of the date the party was issued notification that liability was denied.

Claims for losses incurred as a result of trades executed in error at prices within the No-Bust Range may not be submitted for arbitration pursuant to the provisions of Chapter 4 of the MIAX Futures Rules.

Questions regarding this Advisory may be directed to the Regulatory Department at (612) 321-7101 or at MIAXFuturesCompliance@miaxglobal.com.

The information contained in this document is for general purposes only and is not tailored to any specific situations of a recipient of this document. The information contained herein is subject to and is superseded by official MIAX Futures Rules, which can be found at www.miaxglobal.com.

Exhibit A

MIAX Futures Products	No Bust Range
Minneapolis Hard Red Spring Wheat Futures	\$0.10
Minneapolis Hard Red Spring Wheat Options	25% of premium up to 200% of futures NBR

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