

committee of the Exchange, or is or was serving at the request of the Exchange as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

## **Section 9.2 Contract with the Exchange**

The provisions of this Article IX shall be deemed to be a contract between the Exchange and each Director, officer or member of a committee of the Exchange who serves in any such capacity at any time while this Article is in effect, and any repeal or modification of any applicable law or of this Article IX shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

## **Section 9.3 Indemnification of Other Persons**

Persons not expressly covered by the foregoing provisions of this Article IX, such as those (a) who are or were employees or agents of the Exchange, or are or were serving at the request of the Exchange as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, or (b) who are or were directors, officers, employees or agents of a constituent corporation absorbed in a consolidation or merger in which the Exchange was the resulting or surviving corporation, or who are or were serving at the request of such constituent corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board.

## **Section 9.4 Other Rights of Indemnification**

The indemnification provided or permitted by this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled by law or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

## **Article X**

### **Notices**

#### **Section 10.1 Notices**

(a) Any notice required to be given by the Constitution, the Rules or otherwise shall be deemed to have been given:

(i) in person *upon delivery of the notice* [if delivered] in person to the person to whom such notice is addressed[.]; [and shall be deemed to have been given]

(ii) by mail *upon deposit of the notice* [to any person entitled thereto at the time it shall have been deposited] in the United States mail, enclosed in a postage prepaid envelope[.]; [and shall be deemed to have been given by wireless, telegraph or cable when the same shall have been delivered for prepaid transmission into the custody of a company ordinarily engaged in the transmission of such messages]

(iii) by messenger or overnight courier service *upon provision of the notice to the messenger or courier service, provided that the delivery method does not require payment of the messenger or courier service fee to deliver the notice by the person to whom the notice is addressed;*

(iv) by facsimile machine *upon acknowledgment by the facsimile machine used to transmit the notice of the successful transmission of the notice;*

(v) by electronic mail *upon electronic transmission of the notice;* and [shall be deemed to have been given]

(vi) by telephone when received[.].

*Any such notice must be addressed to its intended recipient* [such postage prepaid envelope or such wireless, telegraph or cable message being addressed to such person] *at the intended recipient's* [his] address [including the intended recipient's business or residence address, facsimile number, electronic address, or telephone number, as applicable] as it appears on the books and records of the Exchange, or if no address appears on such books and records, then at such address as shall be otherwise known to the Secretary, or if no such address appears on such books and records, then in care of the registered agent of the Exchange in the State of Delaware. *In the event that a notice is not provided in conformity with the provisions of this Section, the notice will be deemed to have been given to its intended recipient upon any receipt of the notice by its intended recipient.* Whenever, by any provisions of statute, the Certificate of Incorporation, the Constitution, the Rules or otherwise, any notice is required to be given any specified

number of days before any meeting or event, the day on which such notice was given shall be counted but the day of such meeting or other event shall not be counted in determining whether or not notice has been given in proper time in a particular case.

(b) *The Exchange may provide to all members and associated persons by electronic mail only those notices provided in the Exchange Bulletin and Regulatory Bulletin and any other types of notices designated by the Board of Directors. If requested in a form and manner prescribed by the Exchange, the Exchange may permit members and associated persons to request that such notices be given by other means.*

#### **Section 10.2 Waiver of Notice**

Whenever notice is required to be given under the provisions of any statute, the Certificate of Incorporation, the Constitution, the Rules or otherwise, a written waiver thereof, signed by the person entitled to notice, or his proxy in the case of a member, whether before or after the time stated therein shall be deemed equivalent to notice. Except as may be otherwise specifically provided by statute, any waiver by mail, messenger, overnight courier, facsimile machine, or electronic mail [telegraph, cable or wireless], bearing the name of the person entitled to notice shall be deemed a written waiver duly signed. Attendance of a person at a meeting, including attendance by proxy in the case of a member, shall constitute a waiver of notice of such meeting except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business the meeting is not lawfully called or convened. Except as required by statute, the Certificate of Incorporation, the Constitution or the Rules, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members, Directors or any committee need be specified in any written waiver of notice.

## **Article XI**

### **General Provisions**

#### **Section 11.1 Fiscal Year**

The fiscal year of the Exchange shall be as determined from time to time by the Board.

#### **Section 41.2 Checks, Drafts and Other Instruments**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Exchange shall be signed by such officer or officers, or by such agent