

## **Chapter 9 Governing Law and Jurisdiction**

### **9.1 Governing Law**

Except where expressly provided otherwise, these Rules shall be construed in accordance with the laws of the DIFC for the time being in force.

### **9.2 Jurisdiction of the Courts of the DIFC**

- (A) Each Member and Guaranteed Customer irrevocably agrees for the benefit of DME, and subject to paragraphs (B) to (D) of this Rule 9.2, that the Courts of the DIFC shall have exclusive jurisdiction to settle any dispute, claim, grievance or controversy arising out of or in connection with these Rules or out of or in connection with Market Contracts.
- (B) Nothing in this Rule 9.2 shall limit the right of DME in respect of any such dispute, claim, grievance or controversy to take proceedings against a Member or Guaranteed Customer or an employee or agent thereof in any court of competent jurisdiction.
- (C) Any dispute, claim, grievance or controversy involving CME arising out of or in connection with these Rules shall be subject to the exclusive jurisdiction of any federal or state court located in New York, New York.
- (D) This Rule 9.2 shall not apply to:
  - (1) any disciplinary action taken or proposed to be taken under the Disciplinary Rules in Chapter 7;
  - (2) any dispute, claim, grievance or controversy to which the Arbitration Rules in Chapter 5 shall apply; and
  - (3) any issue for resolution falling within the provisions of Rule 10.19 or paragraph 2(2) of Appendix A to Chapter 10.

- 9.3** Rule 9.2 is without prejudice to any requirement under the laws of the DIFC or the DFSA Rulebook that any action, application or appeal must be made to a specific tribunal or the DIFC Court.