

August 8, 2025

Mr. Christopher Kirkpatrick Secretary Commodity Futures Trading Commission Three Lafayette Centre 1155 21st Street, N.W. Washington, D.C. 20581

Re: <u>Cboe Futures Exchange, LLC Rule Certification</u>

Submission Number CFE-2025-017

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended ("Act"), and Regulation 40.6(a) of the regulations promulgated by the Commodity Futures Trading Commission ("CFTC" or "Commission") under the Act, Cboe Futures Exchange, LLC ("CFE" or "Exchange") hereby submits an updated CFE Fee Schedule for fees filed with the Commission ("Amendment") to establish a CFE Market Data Fee Waiver Program for Malaysian Brokers ("Program"). Exhibit 1 to this submission sets forth the changes included in the Amendment to the CFE Fee Schedule for fees filed with the Commission. The Amendment will become effective on August 25, 2025.

The Exchange is amending the CFE Fee Schedule to provide for the Program. The provisions of the Program include:

- Distributors in the Program are eligible to receive a waiver of the CFE Internal Distribution fee, CFE External Distribution fee, CFE Non-Professional User/Device fees, and Cloud Connection fee relating to the distribution of CFE market data in accordance with the provisions of the Program.
- A Distributor must satisfy the following requirements in order to participate in the Program:
 - o the Distributor is organized under the laws of Malaysia;
 - o the Distributor is licensed to provide brokerage services in Malaysia;
 - o the Distributor has not received CFE market data at any time during the one-year period prior to when the Distributor signs up for the Program;
 - o the Distributor signs up for the Program in a form and manner prescribed by the Exchange; and
 - o the Distributor directly signs a market data agreement with Cboe Data Services, LLC,

a CFE affiliate which makes CFE market data available on behalf of CFE.

- The Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee are waived for the first 12 months after a Distributor in the Program begins to receive a CFE market data feed directly from CFE or from another CFE Distributor.
 - o If a Distributor in the Program first begins to receive a CFE market data feed directly from CFE or from another CFE Distributor during a month at some point after the beginning of the month, that partial month is counted as the first month of the 12-month fee waiver period.
- The waiver of the Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee is only applicable with respect to distribution of CFE market data in Malaysia and is not applicable with respect to distribution of CFE market data outside of Malaysia.
- A Distributor in the Program is eligible to continue to receive the fee waiver under the Program for one additional 12-month period immediately following the initial 12-month fee waiver period if the average daily trading volume in CFE products resulting from orders attributable to the Distributor, as determined by the Exchange, is equal to or greater than 100 contracts per trading day within any calendar month during the final 6 months of the initial 12-month fee waiver period ("ADV Threshold").
- Orders attributable to a Distributor in the Program include orders for which the Distributor
 has acted as a broker that are routed directly or indirectly to CFE, such as through another
 broker.
- A Distributor in the Program is required to provide information to the Exchange in a form and manner acceptable to the Exchange which demonstrates that the Distributor has satisfied the ADV Threshold in order for the Distributor to receive the fee waiver for the second 12-month period.
- The maximum fee waiver period for a Distributor under the Program is 24 months.
- If a Distributor ceases to be eligible to receive the fee waiver, the Distributor is obligated to pay the Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee if the Distributor would otherwise be required to pay these fees in the absence of the Program.
- The end date of the Program is August 31, 2027. The Exchange may determine to extend the term of the Program, allow the Program to expire, terminate the Program at any time, or amend or replace the Program with a different Program at any time.

CFE believes that the Program will facilitate the additional distribution of CFE market data and provide an incentive for Malaysian brokers to provide brokerage services for CFE products. CFE is initially implementing the Program for Malaysian brokers in order to evaluate the operation of a Program like this. Depending upon the results of the Program, CFE likely will expand the Program to cover brokers from additional countries in the Asia-Pacific region through a subsequent rule amendment submission to the Commission.

CFE believes that the Amendment is consistent with the Designated Contract Market ("DCM") Core Principles under Section 5 of the Act. In particular, CFE believes that the Amendment is consistent with: (i) DCM Core Principle 2 (Compliance with Rules) because the Program is equitable and does not unfairly discriminate, the Program treats all parties eligible for the Program equally, and CFE has established the category of foreign brokers eligible for participation in the Program for legitimate business purposes in connection with its efforts to expand its international user base and to compete internationally with domestic and foreign exchanges; (ii) DCM Core Principle 7 (Availability of General Information) in that the Amendment sets forth in a clear and transparent way the manner in which CFE applies its fees; and (iii) DCM Core Principle 9 (Execution of Transactions) in that CFE believes that the Program will contribute to the provision of a competitive, open, and efficient market and to the price discovery process on CFE by serving to facilitate participation by Malaysian market participants in trading CFE products and thus fostering increased liquidity in CFE products to the benefit of all CFE market participants.

CFE believes that the impact of the Amendment will be beneficial to the public and market participants. CFE is not aware of any substantive opposing views to the Amendment. CFE hereby certifies that the Amendment complies with the Act and the regulations thereunder. CFE further certifies that CFE has posted a notice of pending certification with the Commission and a copy of this submission on CFE's website (http://www.cboe.com/us/futures/regulation/rule_filings/cfe/) concurrent with the filing of this submission with the Commission.

Questions regarding this submission may be directed to Arthur Reinstein at (312) 786-7570. Please reference our submission number CFE-2025-017 in any related correspondence.

Cboe Futures Exchange, LLC

/s/ Laura Fuson

By: Laura Fuson Managing Director

EXHIBIT 1

The Amendment, marked to show additions in <u>double-underlined</u> text and deletions in <u>stricken</u> text, consists of the following:

* * * * *

CFE Fee Schedule^{1, 2} For Fees Filed with the Commodity Futures Trading Commission Effective July 1 August 25, 2025

1.a.	(VX) Futures and Volatility Index (VA. CFE TPH Perm (This rate may		Per Contract Side \$1.14
		Average Daily VX TPH Volume	
	<u>Tier</u>	for Applicable Month	Rebate Per Contract Side
	1	> 250	\$0.04 Rebate
	2	≥ 500	\$0.11 Rebate
	3	_ 500 ≥ 1,000	\$0.18 Rebate
	4	≥ 1,500	\$0.21 Rebate
	5	$\geq 2,000$	\$0.24 Rebate
	6	$\geq 2,500$	\$0.27 Rebate
	7	≥ 3,000	\$0.30 Rebate
	8	≥ 4,000	\$0.34 Rebate
	9	≥ 6,000	\$0.39 Rebate
	10	$\geq 8,000$	\$0.41 Rebate
	11	$\geq 10,000$	\$0.43 Rebate
	12	\geq 25,000	\$0.45 Rebate
	13	\geq 40,000	\$0.47 Rebate
	14	\geq 65,000	\$0.50 Rebate
	15	$\geq 100,\!000$	\$0.54 Rebate
	 B. Customer⁶ C. Block Trades 		Per Contract Side \$1.51
	1. CFE TPH F	Permit Holder ⁴	
		AS Block Trade	\$1.00
	2. Customer ⁶	Ψ1.00	
	a. TAS Block Trade b. Non-TAS Block Trade (Fees are in addition to other applicable		\$1.00
			\$1.00
			Ψ1.00
	transaction fees		
1.b.	Transaction Fees in	Ontions on Choe Volatility Index	
1.0.	<u>Transaction Fees in Options on Cboe Volatility Index</u> <u>Futures (VX Options)*:</u>		Per Contract Side
	- attaios (771 Option	† • • • •	

\$2.30

A. CFE TPH Permit Holder⁴

B. Customer ⁶	\$2.45	
C. Block Trade		
(Fee is in addition to other applicable transaction		
fees)		
*Transaction fees for VX Options have the following		
discounted fee rates through June 30, 2026 (at which		
point these discounted fee rates will expire and the fee		
rates above will apply):		
A. CFE TPH Permit Holder ⁴ (40% Discount)	\$1.38	
B. Customer ⁶ (40% Discount)	\$1.47	
C. Block Trade (Fee Waived)		

1.e. <u>Transaction Fees in Cboe[®] iBoxx[®] iShares[®] Bond (CB) Index Futures and Options on Cboe[®] iBoxx[®] iShares[®]</u>

Bond Index Futures*:	Per Contract Side
B. Customer ⁶	\$1.04
C. Block Trade	\$1.00
(Fee is in addition to other applicable transaction	

(Fee is in addition to other applicable transaction fees)

*iBoxx® is a registered trademark of Standard & Poor's Financial Services LLC. iShares® is a registered trademark of BlackRock Fund Advisors and its affiliates.

1.f. Transaction Fees in Cboe® iBoxx® \$ Emerging Market

Bond Index Futures:
C. Block Trade

Per Contract Side
\$1.00

(Fee is in addition to other applicable transaction fees)

CFE assesses the Transaction Fees set forth above to the Clearing Member associated with the EFID for the execution that is identified on the trade record for the applicable transaction, regardless of whether the trade is given up to another Clearing Member for clearing and regardless of whether a different Clearing Member has been identified as the designated Clearing Member for the payment of Exchange fees by the CFE TPH that executed the trade.

2.	Trading Permit Fees: 7, 8	Amount ⁹
	A. Clearing Firm	\$100/month
	B. Proprietary Trading/Pool Manager/	
	Pooled Investment Vehicle	\$1,000/month
	C. Broker	\$700/month
3.	Applications Fees: 10	<u>Amount</u>
	A. Individual ¹¹	\$500
	B. Organization ¹¹	\$1,000
	C. Investigation Fee ¹²	\$135/Investigation

4. <u>Billing Process Through Clearing House:</u>

There are three categories of CFE fees billed through this billing process: (1) transaction fees; (2) non-transaction fees billed based on a default EFID; and (3) non-transaction fees billed based on a specified EFID.

- Transaction Fees: CFE transaction fees incurred by a Trading Privilege Holder are billed to the Clearing Member associated with the EFID for the execution that is identified on the trade record for the transaction.
- Non-Transaction Fees Billed Based on Default EFID: Each Trading Privilege Holder that has at least one EFID shall have a default EFID for billing purposes. A Trading Privilege Holder may designate one of the Trading Privilege Holder's EFIDs as the default EFID of the Trading Privilege Holder for billing purposes, and change that designation, in a form and manner prescribed by the Exchange. If a Trading Privilege Holder that has at least one EFID does not designate a default EFID for billing purposes, the Exchange shall designate which of the Trading Privilege Holder's EFIDs will be the default EFID of the Trading Privilege Holder for billing purposes in a form and manner determined by the Exchange. The following items are billed to or paid by, as applicable, the Clearing Member associated with a Trading Privilege Holder's default EFID for billing purposes: (1) CFE non-transaction fees designated by the Exchange that are incurred by the Trading Privilege Holder; (2) vendor fees for Exchange-related services designated by the Exchange that are incurred by the Trading Privilege Holder; and (3) CFE payments designated by the Exchange for payment to the Trading Privilege Holder.
- Non-Transaction Fees Billed Based on Specified EFID: For certain CFE services designated by the Exchange, a Trading Privilege Holder must specify an EFID of the Trading Privilege Holder for the payment of the fees incurred by the Trading Privilege Holder for the applicable service and those fees are billed to the Clearing Member associated with that EFID. Similarly, certain CFE payments to Trading Privilege Holders that are designated by the Exchange and relate to a specified EFID are made to the Clearing Member associated with that EFID.

The applicable Clearing Member shall pay to the Exchange on a timely basis any fee amount that is not disputed in accordance with footnote 2 of this Fee Schedule by the Trading Privilege Holder that is directly involved. Such payments shall be collected by the Exchange against the applicable Clearing Member's account at the applicable Clearing House. The applicable Clearing House for transaction fees shall be the Clearing House for the applicable product. The applicable Clearing House for non-transaction fees and CFE payments that relate to a default or specified EFID shall be the Clearing House linked to that EFID. A Clearing House shall have no liability in connection with forwarding to the Exchange payments drafted pursuant to this procedure or forwarding to Clearing Members payments made to Trading Privilege Holders by the Exchange pursuant to this procedure. A Clearing Member assessed fees pursuant to this procedure functions as a conduit for the collection of the fees covered by this procedure that are owed by the applicable Trading Privilege Holder and not as a guarantor for the payment of those fees by another Trading Privilege Holder. Similarly, a Clearing Member designated pursuant to this procedure functions as a conduit for the receipt and provision to the applicable Trading Privilege Holder of Exchange payments to that Trading Privilege Holder made pursuant to this procedure.

¹ CFE fees are invoiced at the beginning of each month for the previous month of service.

² Any potential billing errors relating to fees assessed by CFE must be brought to the attention of CFE's Accounting Department within 90 days from the invoice date. All fees assessed shall be deemed final and non-refundable after 90 days from the invoice date if notice of a potential billing error is not provided, or CFE does not otherwise identify the billing error, within that time frame. If transaction fees are billed at an incorrect rate because of an incorrect Customer Type Indicator ("CTI") code that was included in an order or transaction report submission and the Exchange later assesses additional fees or provides a refund with respect to those transactions based on the correct CTI code, the

additional fee assessment or refund shall be determined in the following manner. The additional fee assessment or refund shall only be applicable with respect to the 90 day period referenced above. The additional fee assessment or refund for transactions during that 90 day period will be equal to the number of executed contracts that were assessed at an incorrect rate multiplied by the difference between the highest potential customer rate and the highest potential TPH rate for the relevant product under the CFE Fee Schedule during that time period. This calculation will not be adjusted for any potential or previous rebate payments and no adjustments will be made to any rebate payments to the applicable party or to other parties because of the use of an incorrect CTI code. This calculation will also not be adjusted for any maker, taker, or market turner designations for executions. The provisions of this footnote are not applicable to payment obligations from market data audits under the Cboe Global Markets Global Data Audit Policy.

- ³ The fees and rebate schedules in Section 1.a. are applicable to VX futures contracts with a VX or VXT ticker symbol ("Standard VX Futures") and to Weekly (Non-Standard) VX futures contracts with a VX or VXT ticker symbol followed by a number denoting the specific week of the calendar year in which the contract expires ("Weekly VX Futures").
- ⁴ CFE TPH Permit Holder transaction fee rates are applied to the execution of orders, Block Trades, and Exchange of Contract for Related position transactions for which the applicable CTI code is CTI Code 1, CTI Code 2, or CTI Code 3.
- ⁵ Transaction fees for Trading Privilege Holder ("TPH") transactions in VX futures that qualify as VX TPH Volume are subject to a rebate schedule. For this purpose, VX TPH Volume includes all TPH transaction volume in VX futures for which the applicable CTI code is 1, 2, or 3, including Trade at Settlement ("TAS") transactions in VX futures with one of those CTI codes and Block Trades and Exchange of Contract for Related Position transactions in VX futures with one of those CTI codes. VX TPH Volume includes TPH transaction volume both in Standard VX Futures and in Weekly VX Futures. A TPH may qualify for the rebate based upon the average daily VX TPH Volume of the TPH during the applicable calendar month. The amount of the rebate is based upon the tier level of the average daily VX TPH Volume of the TPH for the applicable calendar month. Only the highest tier level within the rebate schedule for which a TPH qualifies for the applicable calendar month is applied for that calendar month. If a TPH qualifies for the rebate for a calendar month, the amount of the TPH's VX TPH Volume during the calendar month is multiplied by the applicable rebate from the rebate schedule to arrive at a total TPH VX transaction fee rebate amount for the calendar month for that TPH. For purposes of qualification for the rebate, a TPH's VX TPH Volume solely includes trading volume resulting from transactions executed by that TPH using an EFID assigned to that TPH.

Affiliated TPHs that have at least 75% of their direct or indirect ownership in common are eligible to have their VX TPH Volume aggregated for purposes of satisfaction by each of the TPHs of the applicable tier level under the rebate schedule with respect to average daily VX TPH Volume. TPHs must request this aggregation in a form and manner prescribed by the Exchange. The aggregation shall be applied starting with the calendar month following the month in which the Exchange determines that the TPHs qualify for the aggregation. The aggregation shall apply solely with respect to VX TPH Volume resulting from transactions executed by the affiliated TPHs using their own EFIDs.

The VX TPH Volume of any Pool Manager(s) and associated Pool(s) that are treated as a collective Trading Privilege Holder under CFE rules which results from transactions executed using their own EFIDs is aggregated for purposes of satisfaction of the applicable tier level under the rebate schedule with respect to average daily VX TPH Volume.

- ⁶ Customer transaction fee rates are applied to the execution of orders, Block Trades, and Exchange of Contract for Related position transactions for which the applicable CTI code is CTI Code 4.
- A TPH shall be entitled to obtain a single Trading Permit. A Pool Manager may obtain a single Trading Permit for the Pool Manager and all of the Pools approved under Rule 305A for which it acts as Pool Manager. If there is more than one Pool Manager for a Pool or Pools, the Pool Managers for the Pool(s) may obtain a single Trading Permit for the Pool Managers and all of the Pools approved under Rule 305A for which they act as Pool Manager. The monthly fee for a Trading Permit is based on the capacity or capacities of the TPH on CFE. There are three categories of capacities specified in the CFE Fee Schedule. If a TPH has capacities in multiple categories, the TPH is assessed the monthly Trading Permit fee for each category. If a TPH has capacities in the same category, the monthly Trading Permit fee for that category covers all capacities in that category and the TPH is not assessed an additional monthly Trading Permit fee for that category. The following capacities have the following meanings solely for the purpose of assessment of Trading Permit fees:

Clearing Firm: A Trading Privilege Holder has a Clearing Firm capacity if the Trading Privilege Holder (i) is a member of a Clearing House that is authorized under the rules of the Clearing House to clear trades in Contracts traded on the Exchange and (ii) guarantees and/or clears transactions on the Exchange executed by the Trading Privilege Holder itself and/or one or more other Trading Privilege Holder(s). If a Clearing Member executes transactions on the Exchange as agent for one or more other Person(s), the Clearing Member shall also be deemed to have a Broker capacity. If a Clearing Member executes transactions on the Exchange for its own account, the Clearing Member shall also be deemed to have a Proprietary Trading capacity.

Broker: A Trading Privilege Holder has a Broker capacity if the Trading Privilege Holder executes transactions on the Exchange as agent for one or more other Person(s). If a Trading Privilege Holder with a Broker capacity executes transactions on the Exchange for the Trading Privilege Holder's own account, the Trading Privilege Holder shall also be deemed to have a Proprietary Trading capacity. If a Trading Privilege Holder has a Proprietary Trading capacity and the only other Person(s) for which the Trading Privilege Holder executes transactions on the Exchange as agent are affiliates of the Trading Privilege Holder, the Trading Privilege Holder shall not be deemed to have a Broker capacity for this purpose.

Proprietary Trading: A Trading Privilege Holder has a Proprietary Trading capacity if the Trading Privilege Holder executes transactions on the Exchange for the Trading Privilege Holder's own account.

Pool Manager/Pooled Investment Vehicle ("Pool"): These capacities have the meanings set forth in Rule 305A.

The applicable Trading Permit fee(s) shall be assessed for a calendar month unless a TPH provides notice of the termination of a TPH capacity for the purpose of assessment of Trading Permit fees, or of the termination of a Trading Permit, in a form and manner prescribed by the Exchange by no later than 4:00 p.m. Chicago time on the second-to-last business day of the prior calendar month.

- ⁸ All Trading Permit Fees are waived through December 31, 2025 for (i) any Trading Privilege Holder that has an EFID or EFIDs that may be used for trading in CFE products cleared through CCUS and does not have any EFID(s) that may be used for trading in CFE products cleared through OCC and (ii) any Clearing Member that does not have an EFID that may be used for trading in CFE products cleared through OCC and that is not a Clearing Member for any Trading Privilege Holder that has an EFID that may be used for trading in CFE products cleared through OCC. If a Trading Privilege Holder or Clearing Member obtains an EFID that may be used for trading in CFE products cleared through OCC (regardless of whether or not the EFID is actually used for trading) so that the above fee waiver no longer applies, the applicable Trading Permit Fee(s) will begin to apply starting with the calendar month in which the EFID is issued to that Clearing Member or Trading Privilege Holder and will be not prorated in the manner described in footnote 9 if the EFID is issued within a calendar month unless the Trading Privilege Holder first started acting in the applicable Trading Permit capacity on CFE during that calendar month.
- ⁹ Unless otherwise specified, A a monthly or quarterly fee under the CFE Fee Schedule will be prorated for the initial month or quarter in which it is applicable, with the exception of Device/Authorized User fees which are not prorated for any month in which they are applicable. A monthly or quarterly fee under the CFE Fee Schedule is not prorated for the final month or quarter in which it is applicable (unless that final month or quarter is the same as the initial month or quarter in which the fee is applicable).
- ¹⁰ All Application Fees are waived through December 31, 2025 for any applicant for Trading Privileges that submits an application for Trading Privileges prior to that date and informs CFE during the application process that the applicant intends to limit its activities on CFE to activities involving CFE products cleared through CCUS. If the applicant is approved as a Trading Privilege Holder and subsequently obtains an EFID that may be used for trading in CFE products cleared through OCC or subsequently acts as a Clearing Member for any Trading Privilege Holder that has an EFID that may be used for trading in CFE products cleared through OCC (regardless of whether or not the applicable EFID is actually used for trading), all Application Fees waived for that Trading Privilege Holder shall become due at that time.
- ¹¹ A single application fee is assessed when one or more Pool Managers and associated Pools initially apply for Trading Privileges as a collective Trading Privilege Holder. An application fee is also assessed when the collective Trading Privilege Holder adds or replaces a Pool Manager. No application fee is assessed if the collective Trading Privilege Holder deletes a Pool Manager or adds or deletes a Pool.

A Trading Permit Holder application fee is not applicable if a former Trading Privilege Holder applies for reinstatement as a Trading Privilege Holder within 30 days of termination as a Trading Privilege Holder.

¹² This fee is assessed for each investigation that is conducted of any Trading Privilege Holder applicant; any executive officer, authorized signatory, or administrator of an applicant; and any executive officer, authorized signatory, or administrator added by an existing Trading Privilege Holder.

¹³ Distributors in the CFE Market Data Fee Waiver Program for Malaysian Brokers are eligible to receive a waiver of the Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee in accordance with the following provisions of the Program. A Distributor must satisfy the following requirements in order to participate in the Program: (i) the Distributor is organized under the laws of Malaysia; (ii) the Distributor is licensed to provide brokerage services in Malaysia; (iii) the Distributor has not received CFE market data at any time during the one-year period prior to when the Distributor signs up for the Program; (iv) the Distributor signs up for the Program in a form and manner prescribed by the Exchange; and (v) the Distributor directly signs a market data agreement with Cboe Data Services, LLC. The Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee are waived for the first 12 months after a Distributor in the Program begins to receive a CFE market data feed directly from CFE or from another CFE Distributor. If a Distributor in the Program first begins to receive a CFE market data feed directly from CFE or from another CFE Distributor during a month at some point after the beginning of the month, that partial month is counted as the first month of the 12-month fee waiver period. The waiver of the Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and Cloud Connection fee is only applicable with respect to distribution of CFE market data in Malaysia and is not applicable with respect to distribution of CFE market data outside of Malaysia. A Distributor in the Program is eligible to continue to receive the fee waiver under the Program for one additional 12-month period immediately following the initial 12-month fee waiver period if the average daily trading volume in CFE products resulting from orders attributable to the Distributor, as determined by the Exchange, is equal to or greater than 100 contracts per trading day within any calendar month during the final 6 months of the initial 12-month fee waiver period ("ADV Threshold"). Orders attributable to a Distributor in the Program include orders for which the Distributor has acted as a broker that are routed directly or indirectly to CFE, such as through another broker. A Distributor in the Program is required to provide information to the Exchange in a form and manner acceptable to the Exchange which demonstrates that the Distributor has satisfied the ADV Threshold in order for the Distributor to receive the fee waiver for the second 12-month period. The maximum fee waiver period for a Distributor under the Program is 24 months. If a Distributor ceases to be eligible to receive the fee waiver, the Distributor is obligated to pay the Internal Distribution fee, External Distribution fee, Non-Professional User/Device fees, and the Cloud Connection fee if the Distributor would otherwise be required to pay these fees in the absence of the Program. The end date of the Program is August 31, 2027. The Exchange may determine to extend the term of the Program, allow the Program to expire, terminate the Program at any time, or amend or replace the Program with a different Program at any time.

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