

Amended: February 23, 2023

Exhibit G-6

RTX SEF: Operating Agreement

LIMITED LIABILITY COMPANY AGREEMENT
OF
RTX FINTECH & RESEARCH LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of RTX FINTECH & RESEARCH LLC, a Delaware limited liability company (the “Company”), is being executed by RTX Holdings, Inc, a Delaware company (the sole “Member”), as of this 23rd day of February 2023, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) (as amended from time to time, the “Act”), on the following terms and conditions:

ARTICLE I

THE COMPANY

Section 1.1 Organization. On **August 11, 2021**, the Company was formed as a limited liability company pursuant to the Act. The Company shall be governed by and operated in accordance with this Agreement and the Act, and the rights, duties and liabilities of the Member shall be as provided for in the Act if not otherwise expressly provided for in this Agreement.

Section 1.2 Company Name. The name of the limited liability company formed is “**RTX Fintech & Research LLC**.” Named originally as “RTX Financial LLC” on the date of formation, the Company name was changed to “RTX Fintech & Research LLC” on December 21st 2021. Such notice of name change was filed with the Secretary of State of the State of Delaware on December 21st 2021 by a Certificate of Amendment. All business of the Company shall be conducted in such name or such other name as the Company shall determine, provided that such name contains the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”.

Section 1.3 Purpose. The purpose and business of the Company shall be to engage in any lawful act or activity for which a limited liability company may be organized under the Act and to do any and all acts and things which may be necessary or incidental to the foregoing, the promotion or conduct of the business of the Company or the maintenance and improvement of its property.

Section 1.4 Powers. The Company shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the Company.

Section 1.5 Principal Place of Business. The principal place of business of the Company shall be **128 East 31st Street, 2nd Floor, New York, NY 10016** or at such other location as may be designated by the Company from time to time.

Section 1.6 Term. The term of the Company shall be perpetual unless and until the Company is dissolved by the Member or as set forth herein. The existence of the Company as a separate legal

entity shall continue until the cancellation of the Certificate of Formation of the Company (the “Certificate”) in the manner required by the Act.

Section 1.7 Filings; Agent for Service of Process.

- (a) The Certificate has been filed in the office of the Secretary of State of the State of Delaware in accordance with the provisions of the Act. The Company shall take any and all actions reasonably necessary to perfect and maintain the status of the Company under the laws of the State of Delaware. The Company shall execute and file amendments to the Certificate whenever required by the Act.
- (b) The Company shall execute and file such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company under the laws of any other states or jurisdictions in which the Company engages in business.
- (c) The initial registered agent for service of process on the Company in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Company may change the registered agent and appoint successor registered agents.
- (d) Upon the dissolution and completion of winding up of the Company, the Member (or, in the event the Member no longer exists, the person responsible for winding up and dissolution of the Company pursuant to Article VI hereof) shall promptly execute and file a certificate of cancellation of the Certificate in accordance with the Act and such other documents as may be required by the laws of any other states or jurisdictions in which the Company has registered to transact business or otherwise filed articles.

Section 1.8 Reservation of Other Business Opportunities. Except and solely to the extent that any business opportunities of the Member are actually exploited by the Company, no business opportunities of the Member shall be deemed the property of the Company. The Member may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of the Company; and the Company shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

ARTICLE II

MANAGEMENT AND MEMBERSHIP

Section 2.1 Management of Company.

- a) The business and affairs of the Company shall be managed under the direction and subject to the approval of a Board of Managers (being referred to herein as the “Board of Managers” or the “Board” and the members thereof being referred to herein, collectively, as the “Managers” and, individually, as a “Manager”).
- b) The Board of Managers shall consist of five (5) Managers, three (3) of which shall be Member Managers (hereunder defined) and (2) two of which shall be Public Managers

(hereunder defined). “Member Manager” means such a person that currently serves as either an officer or member of the Board of Directors of the Member. “Public Manager” shall mean i) such a person who, for a period of *at least* one year, has had no previous or current material relationship with the SEF or its affiliates and ii) meets the Commodity Futures Trading Commission (“CFTC”) definition of “Public Director” in 17 U.S.C. 38 and Appendix B thereto, as it relates to Directors who serve on the Board of Directors or the Regulatory Oversight Committee of a CFTC Designated Contract Market.

- c) Each Manager shall have one vote.
- d) Except as to matters the determination of which has been reserved to the Member hereunder, the Board shall have the authority to manage and direct the management of the business and affairs of the Company and to make all decisions to be made by or on behalf of the Company.
- e) The powers of the Board of Managers shall include all powers, statutory or otherwise, possessed by or permitted to managers of a limited liability company under the laws of the State of Delaware. Approval by, consent of or action taken by the Board of Managers in accordance with authority granted by or under this Agreement, shall constitute approval or action by the Company and shall be binding on the Company. Any Person dealing with the Company shall be entitled to rely on a certificate or any writing signed by the Managers, as the duly authorized action of the Company.

Section 2.2 Election; Term of Office; Resignation; Removal; Vacancies.

- a) Election. Each Manager shall be appointed by the Member and shall hold office until his or her resignation or by the Manager’s removal.
- b) Resignation. Any Manager may resign at any time upon written notice to the Company. Such resignation shall take effect at the time specified therein or, unless otherwise specified therein, immediately upon receipt of such notice by the Company.
- c) Removal. Any Manager may be removed at any time by the Member.
- d) Vacancies. Vacancies shall be filled by the Member.

Section 2.3 Qualification of Managers. Prior to serving on the Board and for each year thereafter, each Manager shall certify in writing to the Company that he or she (a) is not subject to a statutory disqualification under section 8a (2) of the *Commodity Exchange Act*, as amended, and (b) does not have a history of disciplinary offenses as defined in CFTC Regulation 1.63(a)(6) (a “Manager Restriction”).

If a Manager becomes aware of a circumstance that indicates or could reasonably be expected to indicate that any Manager is subject to a Manager Restriction (the “Affected Manager”), the Manager discovering such circumstance shall promptly give written notice thereof to the other Managers (other than the Affected Manager) together with such information and supporting materials setting forth the relevant circumstances. In such an event the Managers (other than the Affected Manager) shall promptly undertake an investigation with a view to determining whether the applicable Manager is subject to a Manager Restriction. If it is found that the Affected Manager

is in fact subject to a Manager Restriction, the Affected Manager shall automatically be removed from the Board of Managers.

Section 2.4 Committees.

- a) The Board may designate from among the Managers one or more committees, each of which shall be comprised of one or more Managers. Any such committee shall have such authority as granted to it by the Board in a resolution, or ascribed to such committee in a written charter, that has been approved by the Managers.
- b) Regulatory Oversight Committee. The Board must designate a Regulatory Oversight Committee (“ROC”) that is composed of two “Public Managers” (defined above). The ROC shall (1) meet at least quarterly; (2) monitor the regulatory program of the Company for sufficiency, effectiveness, and independence; (3) oversee the regulatory program, including trade practice surveillance, market surveillance and regulatory responsibilities with respect to the Company’s members; (4) review the size and allocation of the regulatory budget and the performance of the Company’s Chief Compliance Officer; and (5) review all regulatory proposals and recommend changes to the program. The Board shall designate one of the Public Managers to serve as the committee’s Chair; and in any committee vote that results in a tie, the ROC Chair’s vote shall control (i.e., the committee Chair shall have the tiebreaking vote).

Section 2.5 Regular Meetings. Regular meetings of the Board shall be held at such dates, times as the Managers shall from time to time determine.

Section 2.6 Special Meetings. Special meetings of the Board may be called at any time by the Chairman, the Chief Executive Officer or by any Manager. Each special meeting shall be held at such date, time and place as shall be fixed by the person or persons calling the meeting.

Section 2.7 Notice of Meetings. Written notice of each meeting of the Board, stating the date, time and place of the meeting, shall be given to each Manager at least forty-eight (48) hours in advance of the meeting. Notice may be given by letter, electronic mail or facsimile transmission and shall be deemed to have been given to a Manager when deposited with a nationally recognized overnight courier service or transmitted by electronic mail or facsimile, as the case may be, directed to the applicable street address, email address or facsimile number for such Manager maintained in the records of the Company (which address may be changed by any Manager by notice sent to the Company and the other Managers as provided in this Section). A Manager may waive notice of any meeting and the attendance of a Manager at a meeting without protesting prior to the end of such meeting the lack of notice of such meeting shall constitute a waiver of notice by such Manager.

Section 2.8 Telephonic Meetings Permitted. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation in the meeting pursuant to this Agreement shall constitute presence in person at such meeting.

Section 2.9 Quorum; Vote Required for Action; Member Decisions.

- a) Unless otherwise required by law, at each meeting of the Board, the presence of both (i) at least two Member Managers and (ii) at least one Public Manager shall constitute a quorum for the transaction of business. If at any meeting of the Managers a quorum shall not be present, a majority of the Managers present may vote to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall attend.
- b) The vote of a majority of the Managers (when a quorum is present) shall be the act of the Board.

Section 2.10 Organization. Meetings of the Board shall be presided over by the Chairman, or in his absence by the Chief Executive Officer, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.11 Written Consent.

- a) Any action requiring the vote, consent, approval or action of the Board, or any committee thereof, may be taken without a meeting if a consent in writing or by electronic transmission, setting forth the action so taken by the Board or such committee, as the case may be, is signed by the Managers the affirmative vote of which would be required to take such action at a meeting at which the whole Board or Committee were present and such action shall be effective when it has been so signed (including deemed signature as described in the next sentence), unless a different effective time is provided in the written action. Unless a different effective time is provided in the electronic transmission, an electronic transmission consenting to an action to be taken and transmitted by or on behalf of a Manager shall be deemed to be written, signed and dated for all purposes of this Agreement, provided that any such electronic transmission sets forth or is delivered with information from which the Company can reasonably determine (i) that the electronic transmission was transmitted by such Manager or by a Person or Persons authorized to act for such Manager and (ii) the date on which such Manager or authorized Person or Persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed.

Section 2.12 Compensation. The Board shall have the authority to fix the compensation of Managers, which compensation may include the reimbursement of expenses incurred in connection with meetings of the Board or a committee thereof. The Company shall reimburse Managers for reasonable expenses incurred on behalf of the Company which expenses have been approved by the Board.

Section 2.13 Transactions between the Company and Managers. A Manager may not, without the approval of the Board, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property; the rendering of any service; borrowing or loaning money; or the establishment of any salary, other compensation, or other terms of employment), in each case with the Company (each an “Interested Transaction”). The Board shall not approve an Interested Transaction unless the terms and conditions of such Interested Transaction, on an overall

basis, are fair and reasonable to the Company. The terms and conditions of an Interested Transaction shall be deemed to be fair and reasonable to the Company for purposes of this Section if the terms and conditions of such Interested Transaction are no less favorable to the Company than those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

Section 2.14 Transfer of Interest. Subject to compliance with the provisions of Section 37.5 of the CFTC rules or such successor or additional rules as may be adopted by the CFTC or any other regulator to whose jurisdiction the Company is subject, the Member may transfer or assign all or a portion of its interest in the Company at any time. Upon a transfer of the Member's entire interest in the Company, such transferee or assignee shall become the "Member" for all purposes of this Agreement. Upon a transfer or assignment of less than the Member's entire interest in the Company, the Member and such transferee or assignee may amend this Agreement to reflect such transfer or assignment on such terms as they may agree.

Section 2.15 Limited Liability.

- a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, Managers and officers shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, Manager or officer of the Company.
- b) To the extent that at law or in equity, the Member, Managers or officers shall have duties (including fiduciary duties) and liabilities to the Company, such duties and liabilities may be restricted by provisions of this Agreement. The Member, Managers and officers shall not be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Manager or officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Member, Manager or officer by this Agreement.
- c) The Member, Managers and officers shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to the matters the Member, Managers or officers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- d) Any repeal or modification of this Section 2.15 shall not adversely affect any right or protection of the Member, Managers and officers existing prior to such repeal or modification.

ARTICLE III

OFFICERS

Section 3.1 Officers. The Board shall appoint a Chief Executive Officer, a Chief Compliance Officer and other officers as may be deemed necessary. Except for the Chief Compliance Officer, the Board, in its discretion, may choose not to fill any office for any period as it may deem advisable.

Section 3.2 Resignation; Removal; Vacancies. Unless otherwise provided for in an officer's employment contract, an officer may resign at any time upon written notice to the Company directed to the Board. Such resignation shall take effect at the time specified therein. The Board may remove any officer with or without cause at any time by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise may be filled by the Board.

Section 3.3 Chief Executive Officer. The Chief Executive Officer shall report to the Board. The Chief Executive Officer shall direct the business operations of the Company and shall have such powers and privileges in the management of the Company as necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the Company.

Section 3.4 Chief Compliance Officer. The Chief Compliance Officer shall report to the Board. The Chief Compliance Officer shall have such powers and duties as required by Section 37.1501 of CFTC Rules or such successor or additional rules as may be adopted by the CFTC or any other regulator to whose jurisdiction the Company is subject. Further, the Chief Compliance Officer shall be responsible for establishing and administering policies and procedures to ensure the Company's compliance with Section 5h of the *Commodity Exchange Act* and shall have the authority to develop and enforce such policies and procedures. The Chief Compliance Officer shall have supervisory authority over all staff acting at the direction of the Chief Compliance Officer.

Section 3.5 Additional Officers. The Board may appoint additional officers such as Chief Financial Officer, Chief Operating Officer, a Treasurer, Managing Directors or Vice Presidents (the "Officers") at any time. The Officers shall report to the Chief Executive officer and shall be subject to all rights, if any, under a contract of employment.

ARTICLE IV

FISCAL MATTERS

Section 4.1 Financial Records. All financial records shall be maintained and reported using United States generally accepted accounting principles, consistently applied.

Section 4.2 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Board.

Section 4.3 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidence of indebtedness issued in

the name of the Company shall be signed by the Chief Executive Officer or those persons authorized from time to time by the Chief Executive Officer or the Board.

Section 4.4 Transactions with the Member. Except as provided in the Act, the Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company and has the same rights and obligations with respect to any such matter as a person who is not the Member.

Section 4.5 Contributions.

- a) Prior to the Effective Date, the Member has made capital contributions to the Company (the "Prior Contributions"). No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided herein.
- b) In addition to the Prior Contributions, the Member may, but shall not be obligated to, make additional contributions to the Company.

Section 4.6 Distributions. The Company may make distributions as determined by the Board from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of the liabilities of the Company and such distribution does not violate the Act or other applicable law, or reduce the Company's financial resources below those required by 17 CFR 37.1300 et seq or any successor regulation under the *Commodity Exchange Act*. The Member may, at its sole discretion, elect to receive a distribution in the form of assets other than cash.

ARTICLE V

LIQUIDATION

Section 5.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidation only upon the first to occur of any of the following ("Liquidation Events"):

- a) the sale of all or substantially all of the assets of the Company;
- b) the resignation of the Member or any other event that causes the last remaining member of the Company to cease to be a member of the Company, unless the business of the Company is continued in a manner permitted by the Act; or
- c) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act; provided, however, that no dissolution of the Company shall be effective unless the Commodity Futures Trading Commission (or any successor regulator thereto) shall have been given reasonable advance notice thereof (which shall be not less than 5 business days' notice).

Section 5.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member. The Member, Managers and officers shall not take any action which is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Member shall be responsible for overseeing the

winding up and dissolution of the Company and shall take full account of the Company's liabilities. The property of the Company shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient, shall be applied and distributed, subject to any reasonable reserves maintained for contingent, conditional or unmatured obligations of the Company, in the following order:

- a) first, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the Company's debts and liabilities to creditors other than the Member;
- b) second, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the Company's debts and liabilities to the Member; and
- c) the balance, if any, to the Member.

Section 5.3 Member's Bankruptcy. The Member shall not cease to be the Member solely as a result of the occurrence of any of the following and upon the occurrence of any such event, the business of the Company shall continue without dissolution:

- a) the Member makes an assignment for the benefit of creditors;
- b) the Member files a voluntary petition in bankruptcy;
- c) the Member is adjudged bankrupt or insolvent, or has entered against it an order of relief, in any bankruptcy or insolvency proceeding;
- d) the Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- e) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- f) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of its properties;
- g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation is not dismissed; or
- h) appointment of a trustee, receiver or liquidator of the Member.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Amendments. This Agreement may be altered, amended or repealed, or a new Agreement may be adopted, upon a vote of approval by two-thirds majority of the Board.

Section 6.2 Merger and Conversion. The Company may be merged, consolidated or converted with or into any other entity upon a vote of approval by two-thirds majority of the Board.

Section 6.3 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 6.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the Company.

Section 6.5 Construction. The Member shall have the full power and authority to construe and interpret this Agreement.

Section 6.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 6.7 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

Section 6.8 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section 6.9 Governing Law & Jurisdiction. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, Managers and officers, without regard to the principles of conflicts of laws. Any dispute arising hereunder shall be brought in or removed to the courts of the Supreme Court of the State of New York, with such courts having exclusive jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Limited Liability Company Agreement as of the day first above set forth.



MEMBER

Authorized Signatory: James Cawley

RTX Holdings, Inc
128 East 31st Street,
2nd Floor
New York, NY 10016

EXHIBIT A
OWNERSHIP

| NAME AND ADDRESS OF MEMBER | MEMBERSHIP INTEREST % |
|---|-----------------------|
| RTX Holdings, Inc 128 East 31st Street, 2nd Floor New York, NY 10016 | 100% |