



CIRCULAR 150-22
November 28, 2022

**AMENDMENTS TO THE VOLUME REBATE PROGRAM OF BOURSE DE MONTRÉAL INC.
(EFFECTIVE JANUARY 1, 2023)**

Bourse de Montréal Inc. (the “Bourse”) hereby announces amendments to its Volume Rebate Program (“VRP”) effective January 1, 2023 (the “Effective Date”).

The terms and conditions of the current VRP will be amended in order to simplify the program. As of the Effective Date, the program will no longer use a variable rebate and use instead a simple flat fee discount. Due to the elimination of rebates, the VRP will be renamed the Proprietary Trader Program (“PTP”).

All current VRP participants will migrate to the PTP as of the Effective Date.

Additionally, PTP participants who meet or exceed specified volume thresholds for three months by or after the Effective Date in any of three product families will be given Liquidity Provider Status (“LPS”) and receive a further flat fee discount in the appropriate product family.

A copy of the terms and conditions of the PTP that will come into force on the Effective Date is attached to this circular and will be available on the Bourse’s website. The new fees applicable under the PTP can be found in the Bourse’s list of fees that will enter in force on the Effective Date, as announced in Circular no.149-22.

For further information, please contact Corey Garriott, Head of Product Research, at corey.garriott@tmx.com.

Robert Tasca
Managing Director, Derivatives Products and Services

Proprietary Trader Program

Terms and Conditions and Application Form

The eligibility criteria (“**Eligibility Criteria**”) for a Client’s participation in the Proprietary Trader Program (the “**Program**”) as a Proprietary Trader (“**PT**”) and to receive Liquidity Provider Status (“**LPS**”) shall be as set forth in the list of fees published from time to time (the “**Fee Schedule**”) by Montréal Exchange Inc. (“**MX**”), as amended.

By signing and returning this Application Form, each of the Client and the AP/FAP represent, warrant, and certify to MX that the Client meets the Eligibility Criteria under the Program (including, if applicable, LPS in the product(s) listed under the heading “Liquidity Provider Status”).

We, _____ (the “**AP/FAP**”) (check the appropriate box):

agree to sponsor _____ (the “**Client**”) for the Proprietary Trader Program (the “**Program**”). We certify that the Client qualifies under one of the Eligibility Criteria listed below and we agree to the Terms and Conditions of the Program as set out below.

hereby apply for the Program. We certify that we qualify under one of the Eligibility Criteria listed below and we agree to the Terms and Conditions of the Program as set out below. In this case, the AP/FAP will be considered as the Client for purposes of the present Terms and Conditions. *(Note, where an AP/FAP is applying directly to the Program, references to the Client will be deemed to be references to the AP/FAP with necessary modifications for the purposes of these Terms and Conditions.)*

Eligibility Criteria

The Client falls under one of the following categories (check the appropriate category):

Proprietary Trading Firm: A legal entity trading its own capital on its own account for direct trading gains and in no event holding, trading and/or managing third party funds.

Trading Arcade: A legal entity providing trading infrastructure and market access in exchange for a fee or share of trading profits to individuals trading their own capital on their own account or a mix of their own capital and the Trading Arcade’s own capital on their mutual own account, for direct trading gains, and in no event holding, trading and/or managing third party funds.

Frequent Trader: An individual trading in the name of accounts owned by the individual. The Frequent Trader is solely and personally responsible for all profits and losses generated in his accounts.

Liquidity Provider Status

Note: If the Client does not satisfy the Eligibility Criteria for LPS, leave the below section blank.

The Client hereby applies for LPS in the following product(s): _____

Terms and Conditions of the Program

1. Subject to the present compliance with these Terms and Conditions of the Program and for so long as the Client

is enrolled in the Program, the Montréal Exchange Inc. (“MX”) will grant the AP/FAP transaction fee rebates based on the trading volumes generated by the Client in a calendar month, as set forth in the MX List of fees then in effect (the “Volume Rebates”), and satisfies the Eligibility Criteria, the Client will be eligible for reduced transaction fees in respect of trades in certain products as set forth in the Fee Schedule (“PTP Pricing”).

2. Subject to satisfying the applicable Eligibility Criteria, to enroll in the Program as a PT (including to obtain LPS), this application form must be completed, signed and sent to MX at volumerebateprogram@tmx.com or proprietarytraderprogram@tmx.com at the latest on 4 p.m. (EST) on three days before the last business day of the month preceding the enrollment of the Client. Enrollment of the Client in the Program will be effective as of the first business day of the month following the submission of the application form to MX and its approval by MX, as acknowledged by the signature of this form by an authorized representative of MX.
3. To qualify for the Program, a minimum of 5,000 eligible contracts of any MX products must be traded by the Client and cleared during each calendar month. If the Client does not meet the minimum of 5,000 contracts for three (3) consecutive calendar months, MX may withdraw the Client from the Program.
3. The AP/FAP, directly or through its clearing member (responsible for the allocation process), will set up a sub-account for the Client’s volume allocations that can be recognized by MX and will also set up a Multi Purpose sub-account (i.e. client netted account) at the Canadian Derivatives Clearing Corporation (“CDCC”). Only volumes allocated to the identified sub-account(s) will be considered for the Program. If more than one sub-account is identified for the Client, volumes traded in all identified sub-accounts will be aggregated and considered for the Program. Trades under any other account than the sub-accounts identified for the Client will not be considered for the Program.
5. Where the Client is a Proprietary Trading Firm or a Trading Arcade, the AP/FAP shall ensure that the Client notifies MX as soon as possible of any trader joining the Client (a “New Trader”) by completing and providing MX with a New Trader Identification Form in the form as determined by MX. In accordance with paragraph 4 above, the New Trader shall be assigned an MX sub-account and a CDCC Multi Purpose sub-account and only volumes allocated to the assigned sub-accounts will be considered for the Program. Volumes traded under any other account than the assigned sub-accounts will not be considered for the Program and no retroactive adjustments will be made.
6. If the New Trader has never been enrolled in the Program or the former MX Liquidity Provider Rebate Program or MX New Trader Program, all Transaction Fees for all MX products traded by this New Trader and cleared within a calendar month for the first six (6) months of the New Trader’s enrollment in the Program will be waived, subject to a monthly limit of 15,000 contracts per MX product and per Program participant (AP/ FAP or Client) (the “Fee Waiver”). Three Month Canadian Bankers’ Acceptance Futures (BAX) are not subject to such 15,000 contracts monthly limit. Volumes traded and cleared in a given month over the 15,000 contract limit per MX product cannot be transferred to a subsequent month and the applicable Volume Rebate for the contracts above the limit will be granted in accordance with the MX List of fees then in effect (the first 15,000 contracts will be considered for purposes of the Volume Rebate thresholds).
7. Unless agreed otherwise between MX and the AP/FAP, the Volume Rebate and the Fee Waiver, if applicable, will be paid by MX in the form of a credit applied on the AP/FAP’s monthly invoice. All Volume Rebates and Fee Waivers shall be in Canadian dollars.
4. MX reserves the right to withhold any Volume Rebate or Fee Waiver withdraw PTP Pricing if the AP/FAP has an overdue account with MX, until such overdue account is paid in full.
5. All other applicable fees, including clearing fees and regulatory fees, as well as sales taxes, will be charged for trading volumes generating Volume Rebates or Fee Waivers separately.
6. The AP/FAP shall ensure that the Client continues to meet the Eligibility Criteria listed above throughout the Program and shall notify MX immediately if the Client no longer meets the Eligibility Criteria.
7. Upon request, the AP/FAP will provide, or will get ensure the Client to provides, MX with any information or document required by that MX to allow it to determine if and to what extent the may, in its sole discretion, determine that it requires to assess whether the Client is complying with the present these Terms and Conditions, failing which the Client will be deemed as not compliant. (including the Eligibility Criteria). MX reserves the right to audit Client statements at any time in order to verify the accuracy of Client trading volumes. Failure to provide accurate Client statements detailing trading activity on MX products may result in the Client’s withdrawal from the Program. During regular business hours, MX may have access to the AP/FAP’s or Client’s offices and books and records reasonably required to make such determinations. If MX concludes in its sole discretion either through auditing Client statements or otherwise, that any trading activity should not have qualified for the Program or any part of it, MX reserves the right to immediately suspend or withdraw the Client

from the Program and to add to the AP/FAP's future monthly invoice the amount corresponding to the Volume Rebates and/or Fee Waiver which should not have been granted for such unqualified trading activity. by the Client to promptly comply with any such request by MX will result in the Client being deemed non-compliant with these Terms and Conditions and may result in the Client's suspension from the Program.

8. MX reserves the right to modify (including by amending these Terms and Conditions) and/or cancel the Program at its sole discretion by giving thirty (30) days' prior electronic notice to the email address provided in this form for the AP/FAP and Client and/or by posting such notification on its website. Any amendments in PTP Pricing or the Eligibility Criteria shall be effective from the date of the Fee Schedule setting forth such amended PTP Pricing or Eligibility Criteria. MX reserves the right to suspend or withdraw a Client from the Program immediately without notice if the Client breaches any rule, policy or procedure of MX (including if MX believes the Client has ceased to meet the Eligibility Criteria).
9. Upon termination of the Program, or withdrawal of the Client from the Program for any reason, the AP/FAP shall be entitled to the Volume Rebates and Fees Waivers earned PTP Pricing until the termination or withdrawal date. Monthly thresholds will not be prorated for incomplete calendar months.
10. All of MX's determinations in the course of the administration of this Program, including regarding the eligibility compliance of a Client with the Eligibility Criteria or the calculation of volume thresholds, Volume Rebates or Fee Waivers, PTP Pricing and amounts due and owing in connection therewith, shall be final, without appeal and binding upon the AP/FAP and the Client.
11. The Volume Rebates and Fee Waiver applicable PTP Pricing under the Program are those shall be that specified in the MX List of fees in effect at the relevant time, which Fee Schedule, as amended from time to time, and is available on MX's website.
12. The AP/FAP is responsible for ensuring shall ensure that the Client is aware of, and complies with, the Terms and Conditions of the Program, and shall be liable for any failure to comply therewith.
13. Neither the AP/FAP nor the Client shall have any right or claim against MX Volume Rebates or Fee Waivers for any amounts in connection with the Program. The AP/FAP shall be solely responsible for ensuring the Volume Rebates or Fee Waivers received from MX are paid or attributed to the Client and shall be solely responsible for any discrepancy between the Volume Rebates or Fee Waivers received from MX and those paid or attributed to the Client. MX shall have no liability for damages (of any kind), losses, expenses, liabilities or claims arising out of participation in the Program. In consideration of permitting the Client and AP/FAP to participate in the Program, each of the Client and AP/FAP hereby waive any and all claims against MX, its affiliates, and their respective employees, officers, directors, advisors, agents, successors and assigns (collectively, the "Releasees") it has or may have in connection with the Program, and release the Releasees from any and all liability for any damages (of any kind), losses, expenses, liabilities or claim that the Client and/or AP/FAP may suffer as a result of their participation in the Program under any legal theory whatsoever, including extracontractual liability, breach of contract, breach of any statutory obligation or other duty of care.
14. The AP/FAP and the Client hereby authorize MX to provide and share with the Canadian Derivatives Clearing CDCC all information regarding the AP/FAP's and Client's participation into in the Program to the extent necessary in order or useful to allow CDCC to apply clearing fee rebates to participants of administer the Program, as and if applicable in accordance with the CDCC List of fees in force from time to time.
15. The Program shall be governed by these Terms and Conditions, which themselves shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.

Client *

Name of Authorized Person: _____ Title: _____
E-mail: _____
Telephone: _____ Date: _____ Signature: _____

Client Information*

Street Address: _____ City: _____

Province/State: _____ Country: _____
Postal/ZIP Code: _____ Name of CDCC Clearing Member : _____
MX Sub-Account Number: _____
CDCC Multi-Purpose Sub-Account Number: _____

Approved Participant/Foreign Approved Participant * Name of Authorized Person:

_____ Title: _____ E-mail: _____
_____ Telephone: _____
Date: _____ Signature: _____

Montréal Exchange Inc.

Name of Authorized Person: _____ Title: _____
_____ Date: _____ Signature: _____

* All fields are mandatory and must be completed

Proprietary Trader Program

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By signing and returning this Application Form, each of the Client and the AP/FAP represent, warrant, and certify to MX that the Client meets the Eligibility Criteria under the Program (including, if applicable, LPS in the product(s) listed under the heading “Liquidity Provider Status”).

We, _____ (the “**AP/FAP**”) (check the appropriate box):

agree to sponsor _____ (the “**Client**”) for the Proprietary Trader Program (the “**Program**”).

hereby apply for the Program. (*Note, where an AP/FAP is applying directly to the Program, references to the Client will be deemed to be references to the AP/FAP with necessary modifications for the purposes of these Terms and Conditions.*)

Liquidity Provider Status

Note: If the Client does not satisfy the Eligibility Criteria for LPS, leave the below section blank.

The Client hereby applies for LPS in the following product(s): _____

Terms and Conditions of the Program

1. Subject to compliance with these Terms and Conditions of the Program and for so long as the Client is enrolled in the Program and satisfies the Eligibility Criteria, the Client will be eligible for reduced transaction fees in respect of trades in certain products as set forth in the Fee Schedule (“**PTP Pricing**”).
2. Subject to satisfying the applicable Eligibility Criteria, to enroll in the Program as a PT (including to obtain LPS), this application form must be completed, signed and sent to MX at proprietarytraderprogram@tmx.com at the latest on 4 p.m. (ET) three days before the last business day of the month preceding the enrollment of the Client. Enrollment of the Client in the Program will be effective as of the first business day of the month following the submission of the application form to MX and its approval by MX, as acknowledged by the signature of this form by an authorized representative of MX.
3. The AP/FAP, directly or through its clearing member (responsible for the allocation process), will set up a sub-account for the Client’s volume allocations that can be recognized by MX and will also set up a Multi Purpose sub-account (i.e. client netted account) at the Canadian Derivatives Clearing Corporation (“**CDCC**”). Only volumes allocated to the identified sub-account(s) will be considered for the Program. If more than one sub-account is identified for the Client, volumes traded in all identified sub-accounts will be aggregated and considered for the Program. Trades under any other account than the sub-accounts identified for the Client will not be considered for the Program.

4. MX reserves the right to withdraw PTP Pricing if the AP/FAP has an overdue account with MX, until such overdue account is paid in full.
5. All other applicable fees, including clearing fees and regulatory fees, as well as sales taxes, will be charged separately.
6. The AP/FAP shall ensure that the Client continues to meet the Eligibility Criteria and shall notify MX immediately if the Client no longer meets the Eligibility Criteria.
7. Upon request, the AP/FAP will provide, or will ensure the Client provides, MX with any information or document that MX may, in its sole discretion, determine that it requires to assess whether the Client is complying with these Terms and Conditions (including the Eligibility Criteria). Failure by the Client to promptly comply with any such request by MX will result in the Client being deemed non-compliant with these Terms and Conditions and may result in the Client's suspension from the Program.
8. MX reserves the right to modify (including by amending these Terms and Conditions) or cancel the Program at its sole discretion by giving thirty (30) days' prior electronic notice to the email address provided in this form for the AP/FAP and Client and/or by posting such notification on its website. Any amendments in PTP Pricing or the Eligibility Criteria shall be effective from the date of the Fee Schedule setting forth such amended PTP Pricing or Eligibility Criteria. MX reserves the right to suspend or withdraw a Client from the Program immediately without notice if the Client breaches any rule, policy or procedure of MX (including if MX believes the Client has ceased to meet the Eligibility Criteria).
9. Upon termination of the Program, or withdrawal of the Client from the Program for any reason, the AP/FAP shall be entitled to PTP Pricing until the termination or withdrawal date. Monthly thresholds will not be prorated for incomplete calendar months.
10. All of MX's determinations in the course of the administration of this Program, including regarding the compliance of a Client with the Eligibility Criteria or the calculation of volume thresholds, PTP Pricing and amounts due and owing in connection therewith, shall be final, without appeal and binding upon the AP/FAP and the Client.
11. The PTP Pricing under the Program shall be that specified in the Fee Schedule, as amended from time to time, and is available on MX's website.
12. The AP/FAP shall ensure that the Client is aware of, and complies with, the Terms and Conditions of the Program, and shall be liable for any failure to comply therewith.
13. Neither the AP/FAP nor the Client shall have any right or claim against MX for any amounts in connection with the Program. MX shall have no liability for damages (of any kind), losses, expenses, liabilities or claims arising out of participation in the Program. In consideration of permitting the Client and AP/FAP to participate in the Program, each of the Client and AP/FAP hereby waive any and all claims against MX, its affiliates, and their respective employees, officers, directors, advisors, agents, successors and assigns (collectively, the "**Releasees**") it has or may have in connection with the Program, and release the Releasees from any and all liability for any damages (of any kind), losses, expenses, liabilities or claim that the Client and/or AP/FAP may suffer as a result of their participation in the Program under any legal theory whatsoever, including extracontractual liability, breach of contract, breach of any statutory obligation or other duty of care.
14. The AP/FAP and the Client hereby authorize MX to provide and share with CDCC all information regarding the AP/FAP's and Client's participation in the Program to the extent necessary or useful to allow CDCC to administer the Program, as and if applicable in accordance with the CDCC list of fees in force from time to time.
15. The Program shall be governed by these Terms and Conditions, which themselves shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.

Client *

Name of Authorized Person: _____ Title: _____
 _____ E-mail: _____
 Telephone: _____ Date: _____ Signature: _____

Client Information*

Street Address: _____ City: _____

Province/State: _____ Country: _____
Postal/ZIP Code: _____ Name of CDCC Clearing Member : _____
MX Sub-Account Number: _____
CDCC Multi-Purpose Sub-Account Number: _____

Approved Participant/Foreign Approved Participant * Name of Authorized Person:

_____ Title: _____ E-mail: _____
_____ Telephone: _____
Date: _____ Signature: _____

Montréal Exchange Inc.

Name of Authorized Person: _____ Title: _____
_____ Date: _____ Signature: _____

* All fields are mandatory and must be completed