

## MONTRÉAL EXCHANGE

# Proprietary Trader Program

## Terms and Conditions and Application Form

The eligibility criteria for a Client's participation in the Proprietary Trader Program (the "Program") as a proprietary trader ("Proprietary Trader") and to receive Liquidity Provider Status ("LPS"), if applicable, shall be (i) the requirements set forth in the list of fees published from time to time (the "Fee Schedule") by Montréal Exchange Inc. ("MX"), as amended, and (ii) the Client's continued qualification as the category of Proprietary Trader indicated below (the "Eligibility Criteria").

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).

We, \_\_\_\_\_ (the "AP/FAP"), (check the appropriate box):

- agree to sponsor \_\_\_\_\_ (the "Client") for 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.)

The Client qualifies for the Program as one of the following categories of Proprietary Trader (check the appropriate box):

- 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.

## 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 Proprietary Trader, this application form must be completed, signed and sent to MX at [derivatives.operations@tmx.com](mailto:derivatives.operations@tmx.com) at the latest on 4pm (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 an MX client account number and/or an MX trader identifier ("MX ID") for the Client's volume allocations that can be recognized by MX. Only volumes allocated in the post-trading stage (after the trading session has ended for the day) using the predetermined MX ID(s) and/or the identified MX client account number(s) will be considered for the Program. If more than one MX client account number and MX ID is identified for the Client, volumes traded in all identified accounts and MX ID(s) will be aggregated and considered for the Program. Trades allocated to any other account than the MX client account number(s) and MX ID(s) identified for the Client will not be considered for the Program. Each of the AP/FAP and Client acknowledge and agree that MX may provide access to or otherwise disclose to the Client certain information or data relating to the MX client account number(s) and/or MX ID established by the AP/FAP for such Client, including, but not limited to, allocated volumes for such MX client account number(s). Each of the AP/FAP and Client will comply with any applicable terms of service or other terms and conditions applicable to any platform or means through which such information or data may be made available as may be communicated by MX from time to time.
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, or by posting such amended Terms and Conditions 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 or the date of the posting of any amended Terms and Conditions. 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 Information\*

Client Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal/ZIP Code: \_\_\_\_\_

Name of Authorized Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## Approved Participant (AP)/Foreign Approved Participant (FAP)\*

Name of AP/FAP: \_\_\_\_\_

Client Account Number(s): \_\_\_\_\_

MX ID(s): \_\_\_\_\_

Name of Authorized Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

CDCC Clearing Member: \_\_\_\_\_

**Montréal Exchange Inc.**

Name of Authorized Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

\* All fields are mandatory and must be completed.