



MONTRÉAL EXCHANGE

# Proprietary Trader Program

## Terms and Conditions and Application Form

The 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 Client's continued qualification as the category of Proprietary Trader indicated below (the "Eligibility Criteria"), and (ii) fulfilling the Continued Qualification Criteria requirements set forth in the list of fees published from time to time (the "Fee Schedule") by Montréal Exchange Inc. ("MX"), as amended. For the purpose of the Program, "Executing AP" refers to the Approved Participant/Foreign Approved Participant ("AP/FAP") providing the Client with access to the market and "Allocating AP" refers to the AP/FAP responsible for allocating the trade at the end of the day.

By signing and returning this Application Form, each of the Client and the Executing AP represent, warrant, and certify to MX that 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.

## Eligibility Criteria Terms and Conditions

- A. Upon request, the Executing AP will provide 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 the Eligibility Criteria. Failure to promptly comply with any such request by MX will result in the Client being deemed non-compliant with these Terms and Conditions.
- B. MX reserves the right to modify the Eligibility Criteria at its sole discretion by giving 30 days' prior electronic notice to the email addresses provided in this form for the Client, the Executing AP and the Allocating AP or by posting such Eligibility Criteria on its website. Any amendments to the Eligibility Criteria shall be effective from the date of the Fee Schedule setting forth such amended Eligibility Criteria or the date of the posting of any amended Criteria. MX reserves the right to suspend or withdraw a Client from the Program immediately without notice if MX believes the Client has ceased to meet the Eligibility Criteria.

## Terms and Conditions of the Program

1. 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.
2. Subject to compliance with these Terms and Conditions of the Program and for so long as the Client satisfies the Eligibility Criteria and the Continued Qualification Criteria (as defined in the Fee Schedule), 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").
3. All eligible trades related to this Program will be executed exclusively through the Designated Trading Account Number(s) provided by MX, as identified in Schedule A. The Client assumes full responsibility for ensuring that no trades are executed using unauthorized account numbers.
4. For the purposes of the Continued Qualification Criteria and PTP Pricing, MX will only consider transactions that meet the criteria of an "Eligible Transaction". A transaction is deemed an Eligible Transaction if it is allocated under the Allocating AP MX-ID and (i) utilizes the Designated Trader ID(s) or (ii) the Designated Allocation Account(s), all as identified in Schedule A.
5. The Allocating AP shall ensure that the Designated Allocation Account(s) identified in Schedule A are assigned exclusively to the Client for all MX-recognized volume allocations under the Program.
6. The Allocating AP acknowledges and agrees 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-IDs, including, but not limited to, allocated volumes for such MX client account number(s). The 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.
7. MX reserves the right to withdraw PTP Pricing if the Allocating AP has an overdue account with MX, until such overdue account is paid in full.
8. All other applicable fees, including clearing fees and regulatory fees, as well as sales taxes, will be applied to all allocated trades separately.

9. The Allocating AP shall notify MX of any discrepancy in the invoice within a 30-day period. Failure to report any such discrepancy within the stipulated 30-day period shall result in the invoice being deemed correct, accurate and accepted as rendered, thereby constituting a waiver of any right to dispute the charges or seek subsequent adjustments.
10. 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 addresses provided in this form for each of the Client, the Executing AP and the Allocating AP, or by posting such amended Terms and Conditions on its website. Any amendments in PTP Pricing or the Continued Qualification Criteria shall be effective from the date of the Fee Schedule setting forth such amended PTP Pricing or Continued Qualification 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.
11. Upon termination of the Program, or withdrawal of the Client from the Program for any reason, the Client shall be entitled to PTP Pricing until the termination or withdrawal date. Monthly thresholds will not be prorated for incomplete calendar months.
12. All of MX's determinations in the course of the administration of this Program, including regarding the Client's compliance with the Eligibility Criteria and the Continued Qualification Criteria, PTP Pricing and amounts due and owing in connection therewith, shall be final, without appeal, and binding upon the Client.
13. 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.
14. The Client shall be liable for any failure to comply with the Terms and Conditions of the Program.
15. The Client shall have no 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 to participate in the Program, the Client hereby waives 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 releases the Releasees from any and all liability for any damages (of any kind), losses, expenses, liabilities, or claim that the Client may suffer as a result of its 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.
16. The Client hereby authorizes MX to provide and share with CDCC all information regarding the 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.
17. 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: \_\_\_\_\_

By signing and returning this Application Form and providing the completed Schedule A - Client Onboarding Form, the Client hereby agrees to the Terms and Conditions of the Program.

## Executing AP\*

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

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

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

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

By signing the Application form, the Executing AP hereby warrants and certifies to MX that the Client meets the Eligibility Criteria under the Program.

## Allocating AP\*

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

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

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

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

The Allocating AP hereby agrees to exclusively establish and utilize the specific combination of its MX Firm-ID and (i) designated Trader ID(s) or (ii) Designated Allocation Account(s), all as identified in Schedule A - Client Onboarding Form for the Client's volume allocations under the Program.

## Montréal Exchange Inc.

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

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

\* All fields are mandatory and must be completed.

## SCHEDULE A

# Client Onboarding Form

**Purpose:** This form is used to collect the necessary information to accurately track Eligible Transactions for the MX Proprietary Trader Program. Please ensure all information is accurate and complete to facilitate application of the correct fees.

## Submitted by

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

## Trade Execution Details (to be provided by the Executing AP)

Designated Trader ID(s): *The primary identifier to be used at the point of trade execution*

\_\_\_\_\_

Executing AP/Firm Name: *The firm providing market access, through which Eligible Transactions will be executed*

\_\_\_\_\_

Executing AP MX-ID: \_\_\_\_\_

Designated Trading Account Number(s): *The account number(s) at the Executing AP where Eligible Transactions will be executed* \_\_\_\_\_

## Trade Allocation Details (to be provided by the Allocating AP)

Allocating AP/Firm Name: *The firm receiving the give-up and/or allocating the Eligible Transactions*

\_\_\_\_\_

Allocating AP MX-ID: \_\_\_\_\_

Designated Allocation Account Number(s): *The account numbers(s) at the Allocating AP where Eligible Transactions will be allocated* \_\_\_\_\_

## Confirmation & Authorization

By submitting this form, I, the Client, confirm that, to the best of my knowledge, the information provided is accurate and complete. I understand that this information will be used to identify and track Eligible Transactions for the purpose of the Proprietary Trader Program, and that incorrect or incomplete information may result in trades not qualifying for PTP Pricing.

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

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

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