



December 16, 2022

VIA CFTC PORTAL

Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st St., N.W.
Washington, D.C. 20581

Re: Amendment to ICE NGX Canada Inc. Rules - Submission Pursuant to Section 5c(c)(1) of the Commodity Exchange Act and CFTC Regulation § 40.6(a): Invoicing and Defaults

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, (“Act”) and Commodity Futures Trading Commission (“Commission”) Regulation 40.6(a), ICE NGX Canada Inc. (“ICE NGX”) is submitting this self-certification to make amendments to the Contracting Party Agreement (“CPA”). The CPA functions as the rulebook for ICE NGX’s exchange and clearinghouse operations.

ICE NGX intends to implement the amendments on January 16, 2023.

1. Overview

The Amendments designed to clarify and codify in the CPA certain of ICE NGX’s current practices and policies relating to invoicing and defaults, with the objective of providing greater transparency and certainty to ICE NGX’s Contracting Parties.

2. Details of Rule Changes

The Amendments relating to invoicing build on previously implemented amendments by further consolidating invoicing-related provisions from different parts of the CPA into the dedicated Invoicing section with harmonized wording across product and invoice types. These Amendments also codify ICE NGX’s practices relating to invoicing, including publishing preliminary invoices with an opportunity for Contracting Parties to discuss with ICE NGX any invoice items that may need to be corrected or updated. Such corrections and updates typically relate to physical commodity deliveries.

The Amendments relating to defaults clarify certain CPA provisions, to better reflect ICE NGX’s current practices and terminology. The Amendments relating to default also codify in the CPA certain of ICE NGX’s current practices and policies, including by

- specifying the occurrence of a Default by a Contracting Party as one of the grounds upon which ICE NGX may declare a suspension of the Contracting Party;

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- specifying the occurrence of a Default by a Contracting Party as one of the grounds upon which ICE NGX may declare an Event of Default in respect of the Contracting Party;
- explicitly setting out the notifications that ICE NGX would make upon declaring an Event of Default in respect of a Contracting Party; and
- specifying that a Contracting Party may not request a return of collateral if an Event of Default has been declared in respect of the Contracting Party.

3. Compliance with Core Principles

ICE NGX reviewed the Amendments and determined that they comply with the rules and regulations of the Commission. In this regard, ICE NGX reviewed the derivatives clearing organization (“DCO”) core principles (each a “Core Principle”) and determined that the Amendments are potentially relevant to the following Core Principles and applicable regulations of the Commission thereunder.

Compliance (Core Principle A): The Amendments are consistent with Core Principle A - Compliance and Commission Regulation 39.10, as the Amendments clarify and enhance ICE NGX’s policies and procedures for complying with Commission regulations and internal policies.

Risk Management (Core Principle D): The Amendments are consistent with Core Principle D - Risk Management and Commission Regulations

- § 39.13(f), as the Amendments clarify ICE NGX’s authority to retain excess collateral from a Contracting Party if the Contracting Party is in default or an Event of Default has been declared in respect of the Contracting Party, thereby enhancing the ability of ICE NGX to limit its exposure to potential losses from defaults of its clearing participants; and
- § 39.13(h)(6), as the Amendments enhance ICE NGX’s authority to take additional actions with respect to a Contracting Party based on objective and prudent risk management standards, in this case that the Contracting Party has defaulted or an Event of Default has been declared in respect of the Contracting Party, including to declare a suspension of the Contracting Party and to retain excess collateral from the Contracting Party.

Settlement Procedures (Core Principle E): The Amendments are consistent with Core Principle E - Settlement Procedures and CFTC Regulation § 39.14, as the Amendments enhance the clarity and transparency of ICE NGX’s invoicing practices, procedures and rules, by codifying certain invoicing practices and harmonizing drafting across ICE NGX’s products.

Default Rules and Procedures (Core Principle G): The Amendments are consistent with Core Principle G - Default Rules and Procedures and CFTC Regulations

- § 39.16(a), as the Amendments enhance the clarity and transparency of ICE NGX’s default rules and procedures;



- § 39.16(c)(1), as the Amendments clarify ICE NGX’s authority to take action if a “Default” by a Contracting Party occurs, by specifying a “Default” as grounds for ICE NGX declaring a suspension of the Contracting Party or an “Event of Default” in respect of the Contracting Party;
- § 39.16(c)(2)(i), as the Amendments clarify the CPA definitions of “Default” and “Event of Default”, as well as the automatic triggers for a Default and the grounds upon which ICE NGX may declare an Event of Default;
- § 39.16(c)(2)(i), as the Amendments enhance the codification, and transparency to participants, of the notifications that ICE NGX will make upon the declaration of an Event of Default;
- § 39.16(c)(3), as the Amendments enhance the transparency of ICE NGX’s default rules.

4. Certifications

ICE NGX certifies that the proposed Amendments discussed in this submission comply with the Commodity Exchange Act, including the Core Principles and the Regulations of the Commission thereunder. ICE NGX is not aware of opposing views expressed regarding the Amendments. ICE NGX further certifies that, concurrent with this filing, a copy of this submission was posted to ICE NGX’s website.

* * * * *

Please do not hesitate to contact me (403-974-1701) or our General Counsel and CCO, Martin McGregor (403-974-1740) for any further information the Commission or its staff may require in connection with this notice

Yours truly,

By: Greg Abbott
Title: President & COO
Date: December 16, 2022



APPENDIX

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

TERMS AND CONDITIONS

[Note: Insertions are underscored; deletions are struck through.]

1.2 Definitions

“Default” means, with respect to a Contracting Party, any of the following:

- (i) any one or more of a Failure to Deliver, Failure to Pay, Failure to Take, ~~Event of Default~~; Failure to Provide Eligible Collateral Support, Financially Settled Futures Party’s Default, ~~or~~ Option Party’s Default ~~of such~~ by the Contracting Party or a Contracting Party Affiliate Default of any of its Contracting Party Affiliates, and
- (ii) with respect to a Physically Settled Power Futures Transaction, in addition to the events listed in paragraph (i), as determined by Exchange pursuant to Schedule “K”;

“Defaulting Party” means a Contracting Party in respect of which a Default has occurred or an Event of Default has been declared;

“Financially Settled Futures Party” means a Contracting Party which has entered into a Financially Settled Futures Transaction with Exchange ~~as either a Fixed Price Payer or a Floating Price Payer, as the case may be, of the relevant Financially Settled Futures Product~~;

“Obligations” means,

- (i) in the case of any Contracting Party, the payment and performance obligations of the Contracting Party, including (without limitation) in respect of a Guarantee of a Contracting Party Affiliate under Section 3.3.1, ~~or, except as Exchange may otherwise agree, any payment and performance obligations of its Contracting Party Affiliates~~, with respect to any Transaction or as otherwise applicable under this Agreement including arising from the Liquidation and Close-out Procedure, and;
- (ii) in the case of Exchange, the payment and performance obligations of the Exchange with respect to any Transaction or as otherwise applicable under this Agreement;

“Physically Settled Gas Futures Product” means a physical product for the purchase or sale of natural gas that is designated as “Phys” in the ICE NGX Product List and may be made available on the ICE NGX Trading System, and/or ICE NGX Clearing System from time to time with such further particulars as may be applicable in Schedules “F”, ~~or~~ “G” or “J”, as applicable;



“Physically Settled Gas Futures Transaction” means a transaction for the purchase and sale of a Physically Settled Gas Futures Product, the terms of which shall include this Agreement and, for greater certainty, also includes the particulars applicable to such Physically Settled Gas Futures Product as set out in the ICE NGX Product List and Schedules “F”, ~~or~~ “G” or “J”, as applicable;

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ARTICLE 3 – GENERAL

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3.9 Contracting Party Events of Default

a. Exchange may declare an Event of Default ~~to have occurred~~ in respect of the Contracting Party on the occurrence and continuation of the following events:

(i) Default by Contracting Party or Contracting Party Affiliate – A Default by or in respect of the Contracting Party or a Default or Event of Default in respect of any Contracting Party Affiliate of the Contracting Party;

(ii) ~~a.~~ Credit Support Default –

(A) ~~(i)~~ failure by the Contracting Party or any Credit Support Provider to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed; or

(B) ~~(ii)~~ the expiration or termination of any Credit Support Document or the failing or ceasing of any Credit Support Document, or any security interest granted by such party or a Credit Support Provider to Exchange, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all Obligations of the Contracting Party under any Transaction or this Agreement to which a Credit Support Document or security interest relates without the written consent of Exchange; ~~or~~

(iii) ~~b.~~ Misrepresentation – A representation made or repeated or deemed to have been made or repeated by any Credit Support Provider or the Contracting Party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated; ~~or~~

(iv) ~~c.~~ Bankruptcy – The Contracting Party or any Credit Support Provider or any Specified Entity; (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or

fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets; (8) causes or is subject to any event that, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or (10) in the case of a bank, trust and loan company, credit union, treasury branch, caisse populaire or similar entity, (i) is taken control of, under the relevant applicable legislation, by a regulator, supervisor or any similar official with primary prudential oversight over it; (ii) is the subject of an order for the winding up of the entity or the resolution of the entity, which may include any of (A) vesting the shares or debt of the entity in a regulatory or supervisory body, (B) appointing a receiver in respect of the entity, (C) its deposit liabilities are assumed by a bridge institution, or (D) converting the shares or debt of the entity; (iv) causes or is subject to any event that, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive) or clause 10 takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; ~~or~~

~~(v)~~ (v) ~~e~~ Merger Without Assumption – The Contracting Party or any Credit Support Provider of the Contracting Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, reincorporates or reconstitutes into or as another entity and, at the time of such consolidation, amalgamation, merger or transfer, reorganization, reincorporation or reconstitution:

(A) ~~(A)~~ ~~(+)~~ the resulting, surviving or transferee entity fails to assume all the Obligations of the Contracting Party or the obligations of such Credit



Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

~~(B)(iii)~~ the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement; ~~;~~ and

~~(vi)e-~~ Cross-Default - An event of default is declared in respect of the Contracting Party, any affiliate of the Contracting Party or any Credit Support Provider of the Contracting Party, at any other clearinghouse as “event of default” is defined in the respective rulebook of the other clearinghouse.

b. Notification of Event of Default – As soon as practicable after declaring an Event of a Default in respect of a Contracting Party, Exchange will:

(i) notify the Defaulting Party (except that no notice is required where such Defaulting Party becomes insolvent or is unable to pay its debts or institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy);

(ii) notify each applicable regulatory authority as required under applicable Regulations; and

(iii) publish a notice on Exchange’s website that an Event of Default has been declared in respect of the Contracting Party, as required under applicable Regulations.

3.10 Exchange Bankruptcy Event of Default

a. Exchange Bankruptcy – An Exchange Bankruptcy Event of Default will be deemed to occur on the occurrence and continuation of the following events:

~~(i)a-~~ Exchange institutes or becomes subject to a proceeding under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, the primary purpose of which is relief from Exchange’s creditors, including, without limitation the CCAA, the BIA or the WURA;

~~(ii)b-~~ the making by Exchange of any assignment for the general benefit of creditors including, without limitation, any assignment made pursuant to the BIA;

~~(iii)c-~~ the appointment or taking possession by a receiver, receiver and manager, interim receiver, monitor, liquidator, assignee, custodian, trustee, sequestrator or other similar agent for Exchange or for substantially all of Exchange’s assets;

~~(iv)d-~~ the filing by Exchange of a proposal or a notice of intention to make a proposal under the BIA;



~~(v)e.~~ the entry of an order of garnishment, attachment, charging order, execution, warrant, sequestration, levy, third party demand or similar proceedings by any person in respect of any material portion of the assets, property or undertaking of Exchange;

b. Limitation – Notwithstanding the above, provided, however, that if any of the proceedings referred to in 3.10.~~a.(i)(a)~~, the appointment referred to in 3.10.~~a.(iii)(e)~~, and the order referred to in 3.10.~~a.(v)(e)~~, as ~~may be~~ applicable, are instituted or presented against Exchange, an Exchange Bankruptcy Event of Default will only occur if:

- (i) such proceeding, appointment or order is not contested, ~~diligently and~~ on a timely basis, by Exchange; and
- (ii) any such proceeding, appointment or order is not withdrawn, dismissed, discharged, stayed or restrained in each case within 30 days of the institution or commencement thereof.

ARTICLE 4 - PHYSICALLY SETTLED FUTURES TRANSACTIONS AND PHYSICALLY SETTLED FUTURES PRODUCTS

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~~4.2 — Invoices for Physically Settled Gas Futures Transactions~~

~~a. — Invoices for Physically Settled Futures Transactions — Notwithstanding any other provision of this Agreement, Exchange will post on Exchange's Website for sole access by the Contracting Party an Invoice on or before the 15th day of each calendar month for deliveries and receipts of gas during the prior calendar month pursuant to Physically Settled Futures Transactions, which are payable in the same currency, setting forth a net amount owing by or to the Contracting Party itemizing and applying Set-off to each Purchase Amount payable or receivable in respect of any such Physically Settled Futures Transactions, any amounts payable to Exchange for fees under the Fee Schedule and any amounts payable on account of any applicable taxes. Exchange will also be entitled to deduct an amount equal to any shortfall in the provision by the Contracting Party of Collateral as at the Physical Settlement Date that has been requested in accordance with the Risk Management Policy and to hold such amount as Collateral until any such shortfall has been rectified to the satisfaction of Exchange.~~

~~b. — Full Satisfaction — The payment or receipt by the Contracting Party of the net amount of an Invoice for Physically Settled Futures Transactions in accordance with this Agreement to or from Exchange will constitute full satisfaction of the payment or receipt of any Purchase Amount, payable to or receivable by the Contracting Party and Exchange in respect of the Physically Settled Gas Futures Transactions.~~



~~c. Payment of Invoices – Payment of Invoices for Physically Settled Futures Transactions shall be in accordance with Article 7.~~

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~~4.6 Invoices for Physically Settled Power Futures Transactions~~

~~a. Invoices for Physically Settled Futures Transactions – Notwithstanding any other provision of this Agreement, and subject to any requirement for accelerated invoicing as set out in Schedule “K”, Exchange will post on Exchange’s Website for sole access by the Contracting Party (or will provide the Contracting Party, upon request, with) an Invoice on or before the 15th day of each calendar month for scheduling of deliveries and receipts of Physical Power during the prior calendar month pursuant to Physically Settled Power Futures Transactions, which are payable in the same currency, setting forth a net amount owing by or to the Contracting Party itemizing and applying Set-off to each Purchase Amount payable or receivable in respect of any such Physically Settled Power Futures Transactions, any amounts payable to Exchange for fees under the Fee Schedule and any amounts payable on account of any applicable taxes. Exchange will also be entitled to deduct an amount equal to any shortfall in the provision by the Contracting Party of Collateral as at the Physical Settlement Date that has been requested in accordance with the Risk Management Policy and to hold such amount as Collateral until any such shortfall has been rectified to the satisfaction of Exchange.~~

~~b. Full Satisfaction – The payment or receipt by the Contracting Party of the net amount of an invoice for Physically Settled Power Futures Transactions in accordance with this Agreement to or from Exchange will constitute full satisfaction of the payment or receipt of any Purchase Amount, payable to or receivable by the Contracting Party and Exchange in respect of the Physically Settled Power Futures Transactions.~~

~~c. Payment of Invoices – Payment of Invoices for Physically Settled Power Futures Transactions shall be in accordance with Article 7.~~

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ARTICLE 6 – REGULATORY AND COMPLIANCE

6.4 Additional Remedies Available to Exchange

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d. Contracting Party Suspension – In addition to its rights under this Agreement or under law, equity or otherwise including, without limitation, Section 6.1, Exchange, in its sole discretion exercised in a commercially reasonable manner, may cause a Contracting Party Suspension for such periods as it believes necessary or advisable if Exchange believes any of the following events or conditions are occurring or have occurred:

...

- (v) the occurrence of a Default or a declaration by Exchange of an Event of Default ~~or the occurrence of a Failure to Deliver, Failure to Pay, Failure to Take, a Financially Settled Futures Party's Default, an Option Party's Default or Failure to Provide Eligible Collateral Support, each~~ in respect of the Contracting Party or a Contracting Party Affiliate.

ARTICLE 7 - INVOICES AND TAXES

7.1 Invoices

~~a. Invoices Due and Payable – Subject to any amount hereunder becoming due and payable at an earlier time pursuant to the provisions of this Agreement, the amount of the Invoice owed by the Contracting Party to Exchange or to the Contracting Party by Exchange will be due and payable prior to 12:00 p.m. Mountain Prevailing Time:~~

~~(i) for Invoices for Physically Settled Gas Futures Transactions, on the Physical Settlement Date;~~

~~(ii) for Invoices for Physically Settled Power Futures Transactions, on the Physical Settlement Date;~~

~~(iii) for Daily Financially Settled Futures Transactions, on the MTM Settlement Date and the Cash Settlement Date;~~

~~(iv) for all other Financially Settled Futures Transactions, on the Cash Settlement Date;~~

~~(v) for Option Transactions, on the Premium Payment Date; and~~

~~(vi) for Forward (Bilateral) Transactions, on the Physical Settlement Date.~~

a. Preliminary Invoices – Exchange will post on Exchange's Website for sole access by the Contracting Party an Invoice in each applicable currency setting forth a net amount owing by or to the Contracting Party, itemizing and applying Set-off to each amount payable or receivable in the same currency;

(i) in respect of Physically Settled Gas Futures Transactions, for deliveries and receipts of gas during the prior calendar month pursuant to Physically Settled Futures Transactions, any amount payable for fees to Exchange and any amounts payable on account of applicable taxes, on or before the 15th day of each calendar month;

(ii) in respect of Physically Settled Power Futures Transactions, for scheduling of deliveries and receipts of Physical Power during the prior calendar month pursuant to Physically Settled Power Futures Transactions, any amount payable for fees to



Exchange and any amounts payable on account of applicable taxes, on or before the 15th day of each calendar month;

(iii) in respect of Daily Financially Settled Futures Transactions:

(A) for the MTM Settlement Amounts, in respect of any Obligations under all Daily Financially Settled Futures Transactions, on or before the Business Day following the day each MTM Settlement Amount is determined as set forth in Schedule “E”; and

(B) for the mark-to-market settled in the prior calendar month, the Daily Financially Settled Futures Settlement Amounts for that month including a Post-Settlement Load Adjustment Amount, if applicable, and any amount payable for fees to Exchange, on the second Business Day of each calendar month;

(iv) in respect of all other Financially Settled Futures Transactions, for any Obligations under Financially Settled Futures Transaction to be settled in the prior calendar month, any amount payable for fees to Exchange and any amounts payable on account of applicable taxes, on the second Business Day of each calendar month;

(v) in respect of Option Transactions:

(A) for the Option Premium Amount, on the Business Day following the transaction date of the Option Transaction; and

(B) for any other Invoices that become applicable if the relevant Option Exercise Conditions have been met, issued and payable as per the associated Underlying Transaction that has become effective on such exercise; and

(vi) in respect of Forward (Bilateral) Transactions, for Forward Transactions during the prior calendar month, any amounts payable for fees to Exchange and any amounts payable on account of any applicable taxes, on or before the 15th day of each calendar month.

b. Disputed Invoice Items – Any items on any Invoice disputed by any Contracting Party must be noted to Exchange:

(i) for Invoices for Physically Settled Gas Futures Transactions, no later than the close of business on the fourth Business Day following the 15th of the month~~five Business Days prior to the Physical Settlement Date;~~

(ii) for Invoices for Physically Settled Power Futures Transactions, no later than the close of business on the fourth Business Day following the 15th of the month~~five Business Days prior to the Physical Settlement Date;~~



- (iii) for Invoices for Daily Financially Settled Futures Transactions, no later than one Business Day prior to the Settlement Date;
 - (iv) for Invoices for all other Financially Settled Futures Transactions, no later than one Business Day prior to the Settlement Date;
 - (v) for Invoices for Option Transactions, no later than one Business Day prior to the Premium Payment Date; and
 - (vi) for Invoices for Forward (Bilateral) Transactions, no later than the close of business on the fourth Business Day following the 15th of the month~~five Business Days prior to the Physical Settlement Date.~~
- c. Invoices Locked for Payment – After the expiry of the applicable period for disputing an Invoice item set out in paragraph b., the Invoice will be due and payable in its entirety in accordance with paragraph d. and no further changes will be made to the Invoice prior to the relevant Settlement Date.
- da. Invoices Due and Payable – Subject to any amount hereunder becoming due and payable at an earlier time pursuant to the provisions of this Agreement, the amount of the Invoice owed by the Contracting Party to Exchange or to the Contracting Party by Exchange as shown on the applicable Invoice after the expiry of the applicable period set out in paragraph b. will be due and payable prior to 12:00 p.m. Mountain Prevailing Time:
- (i) for Invoices for Physically Settled Gas Futures Transactions, on the Physical Settlement Date;
 - (ii) for Invoices for Physically Settled Power Futures Transactions, on the Physical Settlement Date;
 - (iii) for Daily Financially Settled Futures Transactions, on the MTM Settlement Date and the Cash Settlement Date;
 - (iv) for all other Financially Settled Futures Transactions, on the Cash Settlement Date;
 - (v) for Option Transactions, on the Premium Payment Date; and
 - (vi) for Forward (Bilateral) Transactions, on the Physical Settlement Date.
- e. Full Satisfaction – The payment or receipt by the Contracting Party of the net amount of an Invoice in accordance with this Agreement to or from Exchange will constitute full satisfaction of any settlement amount payable to or receivable by the Contracting Party and Exchange in respect of
- (i) for Invoices for Physically Settled Gas Futures Transactions, the Physically Settled Gas Futures Transactions including any Purchase Amount;



- (ii) for Invoices for Physically Settled Power Futures Transactions, the Physically Settled Power Futures Transactions any Purchase Amount;
 - (iii) for Invoices for Daily Financially Settled Futures Transactions, a Daily Financially Settled Futures Settlement Transaction once all such amounts in respect of the applicable Term have been paid, unless a Daily Financially Settled Futures Settlement Transaction has been fully offset as determined in the sole discretion of Exchange, in which case full satisfaction of the applicable settlement amounts shall occur once all MTM Settlement Amounts, and if applicable, all Daily Settlement Amounts, have been paid (or received) as the case may be, in respect of all settlement amounts incurred up to and including the date of full offset;
 - (iv) for Invoices for all other Financially Settled Futures Transactions, in respect of the Financially Settled Futures Transactions;
 - (v) for Invoices for Option Transactions, in respect of the Option Transactions; and
 - (vi) for invoices for Forward (Bilateral) Transactions, e in respect of the Forward (Bilateral) Transactions.
- f. Corrections to an ~~the~~ Invoice – In the event that the price(s) for any Financially Settled Futures Transaction or Option Transaction is corrected by the publication from which such index or indices is or are derived for settlement of such Transaction after a Cash Settlement Date, Exchange will post on Exchange’s Website for sole access by the Contracting Party a correcting Invoice to reflect the corrected Cash Settlement Amount or Daily Financially Settled Futures Settlement Amount within two (2) Business Days of being advised of such change. The correcting Invoices will be due and payable within five (5) Business Days of their issuance on terms as outlined in [this Article 7 Section 8.4](#).
- g.e. Invoices Final and Binding – Unless either the Contracting Party or Exchange has advised the other of any error in, or dispute in respect of, an Invoice, the Invoice will be final and binding, absent manifest error, for all purposes on both the Contracting Party and Exchange:
- (i) for Invoices for Physically Settled Gas Futures Transactions, 120 days after the Physical Settlement Date on which the Invoice was due;
 - (ii) for Invoices for Physically Settled Power Futures Transactions, 120 days after the Physical Settlement Date on which the Invoice was due, unless the Contracting Party has made a Failure to Schedule to Deliver or a Failure to Schedule to Take, in which case, Invoices payable will not be considered final until 180 days after the Physical Power Delivery Date;
 - (iii) for Daily Financially Settled Futures Transactions, 120 days after the MTM Settlement Date on which the Invoice was due;



- (iv) for all other Financially Settled Futures Transactions, 120 days after the Settlement Date on which the Invoice was due;
- (v) for Option Transactions, 120 days after the Premium Payment Date on which the Invoice was due; and
- (vi) for Invoices for Forward (Bilateral) Transactions, 120 days after the Physical Settlement Date on which the Invoice was due.

7.2 Payment of Invoices

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- c. Outstanding Request for Eligible Collateral Support – Exchange will be entitled to deduct from the payment of any Invoice an amount equal to any shortfall, as at the relevant Settlement Date, in the provision by the Contracting Party of Eligible Collateral Support that has been requested in accordance with Schedule “C” and will hold such amount as Collateral until any such shortfall has been rectified to the satisfaction of Exchange.

[Note: Subsequent subsections of section 7.2 will be re-numbered to reflect the insertion shown above.]

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ARTICLE 8 – FINANCIALLY SETTLED FUTURES PRODUCTS AND OPTION PRODUCTS

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~~8.4 — Invoices for Financially Settled Futures Products and Option Products~~

- ~~a. — Invoices for Financially Settled Futures Transactions other than Daily Financially Settled Futures Transactions — Exchange will post on Exchange’s Website for sole access by the Contracting Party an Invoice on the second Business Day of each calendar month in respect of each Financially Settled Futures Transaction to be settled in the prior calendar month that are payable in the same currency, setting forth a net amount owing by or to the Contracting Party itemizing and applying Set-off to each amount payable or receivable in respect of any Obligations under any Financially Settled Futures Transactions, any amounts payable to Exchange for fees under the Fee Schedule and any amounts payable on account of any applicable taxes. Exchange will also be entitled to deduct an amount equal to any shortfall in the provision by the Contracting Party of Collateral as at the Cash Settlement Date that has been requested in accordance with the Risk Management Policy and will hold such amount as Collateral until any such shortfall has been rectified to the satisfaction of Exchange. The payment or receipt by the Contracting Party of such net amount in accordance with this Agreement to or from Exchange will constitute full satisfaction of the payment or receipt of any settlement amount payable to or receivable by the Contracting Party and Exchange.~~



~~b. Invoices for Daily Financially Settled Futures Transactions — Exchange will post on Exchange's Website for sole access by the Contracting Party Invoices in respect of Daily Financially Settled Futures Transactions as follows:~~

- ~~(i) for the MTM Settlement Amounts, an Invoice prior to the commencement of, or on, the Business Day following the day each MTM Settlement Amount is determined as set forth in Schedule "E", that is payable in the same currency, setting forth a net amount owing by or to the Contracting Party itemizing and applying Set-off to each amount payable or receivable in respect of any Obligations under all Daily Financially Settled Futures Transactions;~~
- ~~(ii) an Invoice on the second Business Day of each calendar month in respect of Daily Financially Settled Futures Transactions mark-to-market settled in the prior calendar month and that are payable in the same currency, setting forth the Daily Financially Settled Futures Settlement Amounts for that month, any amounts payable to Exchange for fees under the Fee Schedule and any amounts payable on account of any applicable taxes, provided that such Invoice shall include, where applicable, a Post-Settlement Load Adjustment Amount.~~

~~Exchange will also be entitled to deduct an amount equal to any shortfall in the provision by the Contracting Party of Collateral as at the MTM Settlement Date and the Cash Settlement Date that has been requested in accordance with the Risk Management Policy and will hold such amount as Collateral until any such shortfall has been rectified to the satisfaction of Exchange~~

~~The payment or receipt by the Contracting Party of such net MTM Settlement Amounts and Daily Financially Settled Futures Settlement Amounts in accordance with this Agreement to or from Exchange will constitute full satisfaction of the payment or receipt of any settlement amount payable to or receivable by the Contracting Party and Exchange with respect to a Daily Financially Settled Futures Settlement Transaction once all such amounts in respect of the applicable Term have been paid, unless a Daily Financially Settled Futures Settlement Transaction has been fully offset as determined in the sole discretion of Exchange, in which case full satisfaction of the applicable settlement amounts shall occur once all MTM Settlement Amounts, and if applicable, all Daily Settlement Amounts, have been paid (or received) as the case may be, in respect of all settlement amounts incurred up to and including the date of full offset.~~

~~c. Invoices for Option Transactions — Exchange will post on Exchange's Website for sole access by the Contracting Party Invoices in respect of each Option Transaction as follows:~~

- ~~(i) for the Option Premium Amount, on the Business Day following the transaction date of the Option Transaction; and~~
- ~~(ii) any other invoices become applicable only if the relevant Option Exercise Conditions have been met, Invoices shall be issued and payable as per the associated Underlying Transaction that has become effective on such exercise.~~



- ~~d. — Corrections to the Invoice — In the event that the prices for any Financially Settled Futures Transaction or Option Transaction is corrected by the publication from which such indices is derived for settlement of such Transaction after a Cash Settlement Date, Exchange will post on Exchange's Website for sole access by the Contracting Party a correcting Invoice to reflect the corrected Cash Settlement Amount or Daily Financially Settled Futures Settlement Amount within two (2) Business Days of being advised of such change. The correcting Invoices will be due and payable within five (5) Business Days of their issuance on terms as outlined in Section 8.4.~~
- ~~e. — Payment of Invoices for Financially Settled Futures Transactions — Payment of Invoices for Financially Settled Futures Transactions shall be made in accordance with Article 7.~~



AMENDMENTS TO SCHEDULE C – RISK MANAGEMENT POLICY

[Note: Insertions are underlined, deletions are struck through.]

...

9. Request for Return of Eligible Collateral Support

- a. A Contracting Party may request a return of Cash Collateral, or a reduction of Eligible Collateral Support it has provided to Exchange in the form of a letter of credit if:
 - (i) its Initial Margin is less than eighty percent (80%) of Net Equity, all as calculated hereunder (the "Minimum Collateral Amount"); and
 - (ii) no Default has occurred in respect of the ~~with respect to such~~ Contracting Party and no Event of Default has been declared in respect of the Contracting Party.



AMENDMENTS TO SCHEDULE E – NATURAL GAS OPTIONS AND GAS AND POWER FINANCIALLY SETTLED FUTURES TRANSACTIONS

[Note: Insertions are underlined, deletions are struck through.]

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7. Liability

- a. No Indirect Damages - Other than as specifically set forth in this Agreement, in no event shall Exchange or the Contracting Party be liable under this Agreement or any Financially Settled Futures Transaction or Option Transaction for any special, consequential or indirect damages or claims, including without limitation, loss of profits or revenues, cost of capital or claims of any of the suppliers or customers to the Contracting Party arising out of any Contracting Party Default or ~~Financially Settled Futures Party's Default, Option Party's Default or any~~ Exchange Default or any other matter for which liability may be assessed under this Agreement or any Futures Transaction.



AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

SCHEDULE "I" – FORWARD TRANSACTIONS

[Note: Insertions are underscored; deletions are struck through.]

...

~~4.~~ **INVOICES**

- ~~a.~~ **Invoices for Forward (Bilateral Transactions)** – Notwithstanding any other provision of this Agreement, Exchange will post on Exchange's Website for sole access by the Contracting Party (or will provide the Contracting Party, upon request with) an Invoice on or before the 15th day of each calendar month for Forward Transactions during the prior calendar month, setting forth a net amount owing by or to the Contracting Party, any amounts payable to Exchange for fees under the Fee Schedule and any amounts payable on account of GST. In determining the net amounts payable or receivable by the Contracting Party on each Invoice, Exchange will Set-off the amounts payable or receivable in the same currency. The Contracting Party will be obligated to pay or entitled to receive only such net amounts.
- ~~b.~~ **Full Satisfaction** – The payment or receipt by the Contracting Party of the net amount of an Invoice for Forward (Bilateral Transactions) in accordance with this Agreement to or from Exchange will constitute full satisfaction of the payment or receipt of any settlement amount payable to or receivable by the Contracting Party and Exchange in respect of the Forward (Bilateral) Transactions.
- ~~c.~~ **Payment of Invoices** – Payment of Invoices for Forward (Bilateral) Transactions shall be in accordance with Article 7. On the Physical Settlement Date, Exchange will not remit any amounts payable from Exchange to the Contracting Party until all amounts payable from the Contracting Party to Exchange have been received by Exchange.