



March 5, 2024

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): Amendments to the ICE NGX Contracting Party Agreement - Omnibus

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 relating to changes (the “Amendments”) to the ICE NGX Contracting Party Agreement (“CPA”). The CPA functions as the rulebook for ICE NGX’s exchange and clearinghouse operations and is a “rule” as that term is defined under Commission Regulation 40.1(i).

1. Overview

ICE NGX is making the Amendments to:

- update the provisions relating to the protection of personal information and other matters;
- consolidate the provisions relating to confidentiality;
- revise, update and consolidate the provisions relating to termination of the CPA by or in respect of a Contracting Party;
- update the description of ICE NGX’s business in the representations and warranties made by ICE NGX; and
- make other conforming and non-substantive amendments.

ICE NGX intends to implement the Amendments on April 15, 2024 or on such later date as ICE NGX may designate.

The text of the amended CPA provisions is attached as the Appendix to this letter.

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Note: All capitalized terms not otherwise defined herein have the meaning given to them in the CPA.

2. Details of Rule Changes

Protection of Personal Information

The Amendments reflect recent developments in the legal framework in Canada for the protection of personal information, by specifying the treatment of “Canadian Personal Data” (as defined in the Amendments).

The Amendments are designed to ensure that the ICE NGX rules cover the scope of both the [General Data Protection Regulation \(EU\) 2016/679](#) (“EU GDPR”) and the applicable Canadian legislation, while setting out the legislative or regulatory regime applicable to personal information that is collected by ICE NGX. ICE NGX’s rules focus on these two legislative and regulatory regimes because the combined scope currently provides sufficient coverage in respect of corresponding requirements in other applicable jurisdictions.

The amendments introduce or amend certain defined terms to facilitate the objectives described above. The amendments also consolidate the provisions relating to protection of personal information into a single, dedicated section, new section 3.7 of the Terms and Conditions.

Confidentiality

The Amendments consolidate the provisions relating to confidentiality and confidential treatment of information into a single, dedicated section for ease of reference and readability. Specifically, the Amendments bring together in new section 3.6 of the Terms and Conditions:

- confidential treatment by Exchange (i.e., ICE NGX) - formerly in section 3.4.a. of the Terms and Conditions,
- confidential treatment by the Contracting Party - formerly in section 3.2.g. of the Terms and Conditions, and
- confidentiality over “Trading Information” - formerly in section 9.5. of the Terms and Conditions.

No substantive changes are being made to these provisions.

Termination

Section 91. of the Terms and Conditions sets out the provisions relating to termination of the CPA by the Contracting Party or by ICE NGX in respect of a Contracting Party.

The Amendments to Section 9.1.b consolidate the grounds for termination of the CPA in respect of a Contracting Party, and introduce explicit authority for ICE NGX to terminate a “dormant”



Contracting Party - i.e., a Contracting Party that has not traded or cleared with ICE NGX over the past 12 consecutive months.

The Amendments to 9.1.c consolidate the concepts and provisions relating to providing notice of termination, applicable in all termination scenarios, in order to provide greater structure and transparency to the termination process for Contracting Parties.

Similarly, the Amendments to 9.1.d consolidate the concepts and provisions relating to the effect of termination of the CPA, applicable in all termination scenarios, in order to improve readability and transparency for Contracting Parties..

Other Matters

The Amendments to section 2.4 of the Terms and Conditions update the description of ICE NGX's business in the representations and warranties made by ICE NGX, to reflect ICE NGX's

- provision of auction services, relating to the EPCOR RRO products and ENMAX RRO products, and
- administration of the ICE NGX Indices.

The Amendments also implement a definition of "ICE NGX Indices", to facilitate the amendment to section 2.4 described above.

The Amendments also make certain non-substantive correcting and conforming changes, including inserting new subsection headers.

The Amendments to Schedule "C" and Schedule "J" remove the defined term "Post Settlement Delivery Adjustment", as that term is no longer relevant or used elsewhere in either schedule or in the Terms and Conditions.

Schedule "D" and Product Guide

The amendments to Schedule "D" add the following defined terms:

- "ICE NGX Enbridge Station #2 Month-Ahead Index", which is a new index administered by ICE NGX and relevant to the Enbridge Station #2 Month-Ahead product recently launched by ICE NGX; and
- "MISI ENGY" and "NYSI ENGY", two concepts applicable to ICE NGX's financially settled Ontario power futures products.

The amendments to the Product Guide, which is incorporated into Schedule "D" make corrections and fix omissions by inserting the relevant index names for certain products. Note that no changes are being made to the products and the changes reflect the current product offering and market expectations of the products.

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.

Participant and Product Eligibility (Core Principle C): The Amendments relating to Termination are consistent with Core Principle C - Participant and Product Eligibility and Commission Regulations

- § 39.12(a)(1)(i) as the Amendments grant ICE NGX the authority to terminate a “dormant” Contracting Party only if that Contracting Party has had no trading or clearing activity with ICE NGX over the past 12 consecutive months and are therefore, in ICE NGX’s view, not restrictive in nature;
- § 39.12(a)(4) and (a)(6) as the Amendments better facilitate ICE NGX’s ability to monitor and enforce the ongoing compliance of participants with the participation requirements and other obligations under the CPA, by authorizing the termination of a dormant Contracting Party that has had no trading or clearing activity with ICE NGX over the past 12 consecutive months; and
- § 39.12(a)(6) as the Amendments provide greater structure and transparency for the termination of the CPA in respect of a Contracting Party, including in the orderly removal of Contracting Parties that may no longer meet ICE NGX’s participation requirements.

Public Information (Core Principle L): The Amendments are consistent with Core Principle L Regulations § 39.21(a) and

- § 39.21(c)(6) as the Amendments enhance the transparency and readability of ICE NGX’s rulebook by
 - consolidating and enhancing the provisions relating to protection of personal information;
 - consolidating the provisions relating to confidentiality;
 - providing greater structure and transparency to the termination of a Contracting Party’s CPA;



- introducing defined terms to provide greater information to participants and streamlining the rulebook by removing defined terms that are no longer relevant; and
- § 39.21(c)(9) as the Amendments update the description of ICE NGX's business.

Legal Risk (Core Principle R): The Amendments relating to protection of personal information are consistent with Core Principle R and Regulations

- § 39.27(b) as the Amendments enhance and update the relevant CPA provisions to cover the scope of both the EU GDPR and the relevant Canadian legislation, by reflecting recent developments in the legal framework in Canada for the protection of personal information; and
- § 39.27(c) as the Amendments determine the applicable law governing the protection of personal information based on the personal information that is collected.

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.

Yours truly,

A handwritten signature in black ink, appearing to read 'Martin McGregor', is written over a horizontal line.

By: Martin McGregor
Title: General Counsel & CCO
Date: March 5, 2024

APPENDIX

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

TERMS AND CONDITIONS

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

ARTICLE 3 – GENERAL

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3.2 Agreements of the Contracting Party

~~g. Confidentiality~~

- ~~(i) The Contracting Party agrees to keep strictly confidential any and all non-public information, received from Exchange from time to time, including business, financial and strategic information in respect of, Exchange and any of its affiliates.~~
- ~~(ii) The Contracting Party agrees to keep strictly confidential any training manuals and technical and operating information in respect of Exchange and any of its affiliates, the ICE NGX Trading System and the ICE NGX Clearing System, and that such information will remain the sole and exclusive property of Exchange.~~
- ~~(iii) The Contracting Party agrees to use any material or information referred to in paragraph (i) or (ii) only for the purposes contemplated by this Agreement, and to not copy or reproduce such information by any means whatsoever or provide or otherwise make available the whole or any portion of such information to any person in any form except to its officers, directors, employees, agents and to its consultants for the purposes contemplated by this Agreement.~~
- ~~(iv) The Contracting Party may use any information in respect of the market created through the Contracting Party's access to the ICE NGX Trading System and ICE NGX Clearing System for its business purposes but to the extent that the information was not furnished by or does not relate solely to the Contracting Party, it may not publish or otherwise disclose such information publicly.~~
- ~~(v) Nothing in this Section 3.2 shall restrict the Contracting Party or any affiliate of a Contracting Party from compliance with any law, regulation or governmental authority applicable to such Contracting Party or affiliate of a Contracting Party requiring disclosure, or require that any such information which is in the public domain or acquired from a third party who is not under any obligation of confidentiality or secrecy to Exchange or independently developed by such Contracting Party, be kept confidential and secret by any Contracting Party.~~

[Note: Subsequent subsections of Section 3.2 will be renumbered to reflect the amendments set out above.]

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3.4 Agreements of Exchange

a. ~~Confidentiality~~

- ~~(i) Exchange agrees to use commercially reasonable efforts to keep confidential any and all non-public information received from the Contracting Party from time to time, including pursuant to the Application, including business, financial and strategic information in respect of the Contracting Party and any of its affiliates.~~
- ~~(ii) Exchange agrees to use commercially reasonable efforts to keep confidential information in respect of any Transaction entered into by the Contracting Party, and any and all information about the trading patterns, prices (including market price reference) and accounts that is not ICE NGX Data Products.~~
- ~~(iii) Nothing in this section 3.4. shall prevent Exchange from disclosing any information as may be required or allowed pursuant to the terms of this Agreement, to ICE or to any other service provider of Exchange in connection with the performance of any Transaction or as may be required to be disclosed by either Exchange or ICE by law or any regulatory authority, or as may be disclosed in the course of securing, or pursuant to, any order, consent or approval signifying any Regulatory Approval, or require that any such information which is in the public domain or acquired from a third party who is not under any obligation of confidentiality or secrecy to the Contracting Party be kept confidential and secret by Exchange.~~
- ~~(iv) Treatment of Personal Data~~
 - ~~(I) For the purpose of this Section 3.4, the terms “Process” (and derivations thereof), “Personal Data” and “Controller” shall have the meaning given to such terms in the General Data Protection Regulation (EU) 2016/679 (including any relevant implementing measure or successor legislation thereto).~~
 - ~~(II) The Exchange is a Controller with respect to Personal Data provided to it by Contracting Parties and their representatives and may collect and use Personal Data for the purposes of fulfilling contractual obligations and operating in accordance with the Contracting Party Agreement and Regulations.~~
 - ~~(III) Each Contracting Party shall ensure that in respect of any Personal Data that it provides to the Exchange it has a lawful basis for processing the relevant Personal Data in this manner.~~

~~(IV) — Each Contracting Party and the Exchange:~~

- ~~(1) — acknowledges that the recording of conversations between the trading, clearing and other relevant personnel of the Contracting Party and/or its affiliates and the Exchange and/or its affiliates in connection with the Contracting Party Agreement and any Transaction or potential Transaction will take place to the extent permitted or required under Regulations;~~
- ~~(2) — agrees, to the extent permitted by applicable law, that recordings may be submitted as evidence in any dispute as further set out in Section 3.2;~~
- ~~(3) — acknowledges that the other provisions of this Section 3.4 shall apply to any such recordings made by the Exchange; and~~
- ~~(4) — consents to such disclosures being made in accordance with the Contracting Party Agreement and as required under applicable Regulations.~~

[Note: Subsequent subsections of Section 3.4 will be renumbered to reflect the amendments set out above.]

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3.6 Confidentiality

a. Confidential Treatment by Exchange ~~Confidentiality~~

- ~~(i) Exchange agrees to use commercially reasonable efforts to keep confidential any and all non-public information received from the Contracting Party from time to time, including pursuant to the Application, including business, financial and strategic information in respect of the Contracting Party and any of its affiliates.~~
- ~~(ii) Exchange agrees to use commercially reasonable efforts to keep confidential information in respect of any Transaction entered into by the Contracting Party, and any and all information about the trading patterns, prices (including market price reference) and accounts that is not ICE NGX Data Products.~~
- ~~(iii) Nothing in this section 3.4. shall prevent Exchange from disclosing any information as may be required or allowed pursuant to the terms of this Agreement, to ICE or to any other service provider of Exchange in connection with the performance of any Transaction or as may be required to be disclosed by either Exchange or ICE by law or any regulatory authority, or as may be disclosed in the course of securing, or pursuant to, any order, consent or approval signifying any Regulatory Approval, or require that any such information which is in the public domain or acquired from~~



a third party who is not under any obligation of confidentiality or secrecy to the Contracting Party be kept confidential and secret by Exchange.

b. Confidential Treatment by Contracting Party ~~Confidentiality~~

- (i) The Contracting Party agrees to keep strictly confidential any and all non-public information, received from Exchange from time to time, including business, financial and strategic information in respect of, Exchange and any of its affiliates.
- (ii) The Contracting Party agrees to keep strictly confidential any training manuals and technical and operating information in respect of Exchange and any of its affiliates, the ICE NGX Trading System and the ICE NGX Clearing System, and that such information will remain the sole and exclusive property of Exchange.
- (iii) The Contracting Party agrees to use any material or information referred to in paragraph (i) or (ii) only for the purposes contemplated by this Agreement, and to not copy or reproduce such information by any means whatsoever or provide or otherwise make available the whole or any portion of such information to any person in any form except to its officers, directors, employees, agents and to its consultants for the purposes contemplated by this Agreement.
- (iv) The Contracting Party may use any information in respect of the market created through the Contracting Party's access to the ICE NGX Trading System and ICE NGX Clearing System for its business purposes but to the extent that the information was not furnished by or does not relate solely to the Contracting Party, it may not publish or otherwise disclose such information publicly.
- (v) Nothing in this Section 3.2 shall restrict the Contracting Party or any affiliate of a Contracting Party from compliance with any law, regulation or governmental authority applicable to such Contracting Party or affiliate of a Contracting Party requiring disclosure, or require that any such information which is in the public domain or acquired from a third party who is not under any obligation of confidentiality or secrecy to Exchange or independently developed by such Contracting Party, be kept confidential and secret by any Contracting Party.

c. Trading Information –

- (i) The Contracting Party hereby acknowledges that all information in respect of the market created through the Contracting Party's access to the ICE NGX Trading System and ICE NGX Clearing System and made available to a Contracting Party is confidential and is owned by Exchange. The Contracting Party may use this information for its business purposes but to the extent that the information was not furnished by or does not relate solely to the Contracting Party, it may not publish or otherwise disclose such information publicly. This prohibition on public disclosure by the Contracting Party will not apply if the information is or becomes public through no breach of this Agreement by the Contracting Party; the information is disclosed to the Contracting Party by a third party under no legal

obligation of confidence; or the Contracting Party is required by law or any regulatory authority to disclose of it. Subject to the covenants of Exchange contained in this Agreement, all such information may be used by Exchange for any purpose it deems appropriate including, without limitation, distributing such information to any Contracting Party on such terms as Exchange may see fit from time to time.

- (ii) In any event, Exchange may publish, distribute or otherwise disseminate such information as follows:
 - a.(A) to any Contracting Party in the manner and subject to the terms and conditions described in this Agreement; or
 - b.(B) if the information is or becomes public through no breach of this Agreement by Exchange; or
 - c.(C) as may be required by law or any regulatory authority to be disclosed, or as may be disclosed in the course of securing, or pursuant to any order, consent or approval signifying any Regulatory Approvals.

3.7. Treatment of Personal Data

- a. Interpretation – For the purpose of this Section 3.7.4, the terms

“Controller” shall have the meaning given to such terms in the General Data Protection Regulation (EU) 2016/679 (including any relevant implementing measure or successor legislation thereto)

“Canadian Personal Data” means “personal information” as defined in the PIPEDA;

“EU GDPR” means the General Data Protection Regulation (EU) 2016/679, as may be amended from time and including any relevant implementing measure or successor legislation thereto;

“Personal Data” means, as applicable

(i) “personal data”, as defined in the “EU GDPR”; or

(ii) Canadian Personal Data.

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, as may be amended from time to time and including any relevant implementing measure or successor legislation thereto;

“Process” (and derivations thereof) ~~“Personal Data” and “Controller” shall have~~ has the meaning given to it (and derivations thereof) in the EU GDPR. ~~such terms in the General~~



~~Data Protection Regulation (EU) 2016/679 (including any relevant implementing measure or successor legislation thereto).~~

~~b.(II)~~ Controller – The Exchange is a Controller with respect to Personal Data provided to it by Contracting Parties and their representatives and may collect and use Personal Data for the purposes of fulfilling contractual obligations and operating in accordance with the Contracting Party Agreement and Regulations.

~~c.(III)~~ Lawful basis – Each Contracting Party shall ensure that in respect of any Personal Data that it provides to the Exchange it has a lawful basis for processing the relevant Personal Data in this manner.

~~d.(IV)~~ Acknowledgements, Agreements and Consents – Each Contracting Party and the Exchange:

~~(i)(1)~~ acknowledges that the recording of conversations between the trading, clearing and other relevant personnel of the Contracting Party and/or its affiliates and the Exchange and/or its affiliates in connection with the Contracting Party Agreement and any Transaction or potential Transaction will take place to the extent permitted or required under Regulations;

~~(ii)(2)~~ agrees, to the extent permitted by applicable law, that recordings may be submitted as evidence in any dispute as further set out in Section 3.12;

~~(iii)(3)~~ acknowledges that the other provisions of this Section 3.64 shall apply to any such recordings made by the Exchange; and

~~(iv)(4)~~ consents to such disclosures being made in accordance with the Contracting Party Agreement and as required under applicable Regulations.

~~e.~~ PIPEDA – To the extent that ICE NGX collects Canadian Personal Data under this Agreement and engages in the extraterritorial transfer of the Canadian Personal Data, the following provisions apply.

~~(i)~~ ICE NGX shall process the Canadian Personal Data in accordance with this Agreement.

~~(ii)~~ The Contracting Party shall ensure that adequate notice is provided and appropriate consents are obtained as required by, as applicable, PIPEDA, SBC 2003, c 63, *Personal Information Protection Act*, SA 2003, c P-6.5 or *An Act respecting the Protection of Personal Information in the Private Sector*, CQLR c P-39.1, as amended or supplemented from time to time, and any similar Canadian federal or provincial legislation now in force or that may in the future come into force governing the protection of personal employee information in the private sector.



- (ii) ICE NGX has implemented and maintains security measures to protect Canadian Personal Data consistent with the requirements of the PIPEDA.
- (iii) The Contracting Party and Exchange will comply with all valid requests made by competent legal authorities.
- (iv) Upon request by Applicant, ICE NGX shall provide Applicant with the opportunity to retrieve the Canadian Personal Data.

[Subsequent sections of Article 3 will be renumbered to reflect the amendments set out above.]

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ARTICLE 9 - MISCELLANEOUS

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9.5 — Trading Information

~~The Contracting Party hereby acknowledges that all information in respect of the market created through the Contracting Party's access to the ICE NGX Trading System and ICE NGX Clearing System and made available to a Contracting Party is confidential and is owned by Exchange. The Contracting Party may use this information for its business purposes but to the extent that the information was not furnished by or does not relate solely to the Contracting Party, it may not publish or otherwise disclose such information publicly. This prohibition on public disclosure by the Contracting Party will not apply if the information is or becomes public through no breach of this Agreement by the Contracting Party; the information is disclosed to the Contracting Party by a third party under no legal obligation of confidence; or the Contracting Party is required by law or any regulatory authority to disclose of it. Subject to the covenants of Exchange contained in this Agreement, all such information may be used by Exchange for any purpose it deems appropriate including, without limitation, distributing such information to any Contracting Party on such terms as Exchange may see fit from time to time. In any event, Exchange may publish, distribute or otherwise disseminate such information as follows:~~

- ~~a. to any Contracting Party in the manner and subject to the terms and conditions described in this Agreement; or~~
- ~~b. if the information is or becomes public through no breach of this Agreement by Exchange; or~~
- ~~c. as may be required by law or any regulatory authority to be disclosed, or as may be disclosed in the course of securing, or pursuant to any order, consent or approval signifying any Regulatory Approvals~~

[Subsequent sections of Article 9 will be renumbered to reflect the amendments set out above.]

APPENDIX

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

TERMS AND CONDITIONS

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

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

2.4 Of Exchange: General

a. Exchange represents and warrants that:

- (~~ia~~) Exchange is a corporation duly and validly incorporated and subsisting under the laws of Canada;
- (~~ib~~) Exchange has all requisite power, authority and capacity to enable it to execute and deliver this Agreement and to perform its Obligations and to carry out the transactions contemplated under this Agreement;
- (~~iiie~~) the execution and delivery of, and the performance of the Obligations of Exchange under, this Agreement have been duly and validly authorized by all action of Exchange necessary or desirable to ensure their validity and enforceability;
- (~~ivd~~) this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Exchange;
- (~~ve~~) Exchange is a registrant under the Excise Tax Act and its GST registration number is R136904232;
- (~~vif~~) Exchange's sole business is conducted pursuant to Contracting Party Agreements with Contracting Parties and the matters contemplated therein, the provision of auction services for the purpose of facilitating Transactions, and the administration of the ICE NGX Indices;
- (~~viiig~~) Exchange's indebtedness for borrowed money consists solely of its indebtedness to Exchange's Principal Banker and to the Exchange Letter of Credit Issuing Bank, to facilitate the payment of Invoices by Exchange and to facilitate the management of a Default, Liquidation and/or Close-out Procedure;
- (~~viiiha~~) Exchange is, to the extent required by U.S. law, registered as a Foreign Board of Trade and with respect to the ICE NGX Clearing System, registered as a Derivatives Clearing Organization at the time when Exchange enters into a transaction hereunder;
- (~~ixi~~) where agreed upon between Exchange and its regulators, Exchange will file reports for and in the place of its Contracting Parties with respect to Transactions

cleared through the ICE NGX Clearing System in compliance with applicable laws or regulations; and

- (xj) all Regulatory Approvals, to the date of this representation and warranty, in connection with or for the due execution, delivery by Exchange of this Agreement and the performance of its terms by Exchange have been made, obtained and complied with, or are the subject of exemptions or waivers that are in full force and effect, on or prior to the date that the Contracting Party obtains access to the ICE NGX Trading System and ICE NGX Clearing System for the purpose of entering into Transactions.

3.11 Required Information and Required Notices to Exchange

a. Required Information –

- (i) Annual Financial Statements – ~~Within 140 days of the end of fiscal year, the~~ The Contracting Party will file with Exchange audited or, if audited are not available, unaudited consolidated financial statements for the fiscal year within 140 days of the end of the fiscal year to evidence that the Contracting Party continues to satisfy the Minimum Qualification Requirement.

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ARTICLE 7 - INVOICES AND TAXES

7.3 GST

- a. No Declaration – The Contracting Party hereby agrees with Exchange that the Contracting Party will not provide Exchange with the declaration in writing contemplated by Section 15.2, Part V, Schedule VI to the Excise Tax Act which is available to a recipient who is registered under Subdivision d of Division V of Part IX of the Excise Tax Act.
- b. Payment of GST – Each of the Contracting Party and Exchange hereby agree to pay any GST that is required to be paid as Buyer pursuant to any Physically Settled Futures Transaction for which it is a Buyer and Contracting Party agrees to pay any GST that is payable on any fees paid to Exchange. Exchange shall provide the Contracting Party with any information required to enable the Contracting Party to claim an input tax credit.
- c. Contracting Party GST Number – The Contracting Party hereby agrees to provide Exchange with its registration number for the payment of GST, if applicable.
- d. Remitting GST – Each of the Contracting Party and Exchange hereby agree that it will hold and remit GST paid to it hereunder as required by applicable tax Regulations ~~legislation and regulations~~.

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ARTICLE 9 - MISCELLANEOUS

9.1 Term

a. Term – This Agreement will continue in full force and effect unless and until terminated by Exchange pursuant to the terms of this Agreement or by Exchange or the Contracting Party under this Section 9.1.

b. Termination

(i) Termination of Dormant Contracting Party – Without limitation of any other rights under this Agreement, Exchange may, in its sole discretion, give notice of termination to a Contracting Party that is dormant. For the purpose of this section, a Contracting Party is considered dormant if it has not had any trading or clearing activity with Exchange over the past 12 consecutive months.

(ii) Contrary to Law – In the event that the participation by any Contracting Party pursuant to this Agreement constitutes a violation of any law or regulation applicable to ~~such the~~ Contracting Party or Exchange, either Contracting Party or Exchange ~~may will be entitled to give a~~ notice of termination to ~~the other Exchange or Contracting Party, respectively.~~

(iii) Revisions – In the event that revisions are made to this Agreement, the Contracting Party will be entitled for a period of ten Business Days after the effective date of such revision to give notice of termination to Exchange ~~and this Agreement will be terminated on receipt of such notice, provided that: (i) this Agreement will continue to be in effect until each of the Contracting Party and Exchange has performed all of its Obligations under all of its Transactions and otherwise under this Agreement; and (ii) the Contracting Party will not be entitled to enter into any Transactions after such date of receipt of such notice by Exchange except to offset, in whole or in part, the Obligations of the Contracting Party under any Transactions.~~

(iii) b. Termination ~~by Exchange or Contracting Party~~ – In addition, and without limitation, to any other rights of termination ~~granted~~ under this Agreement, either the Contracting Party or Exchange may give notice of termination to the other at any time.

c. Notice of Termination – A notice of termination of this Agreement by Exchange or the Contracting Party must be provided in writing and must specify an effective date (the “Termination Date”) which Termination Date ~~and this Agreement will be terminated as of the effective date in such notice on the condition that such date is~~ may be no earlier than one Business Day following receipt or deemed receipt of such notice. Notwithstanding the above, the Termination Date for a notice of termination by Exchange of a Contracting Party (i) in respect of which an Event of Default has been declared and is continuing or (ii) in accordance with Section 9.1.b.(ii) is the date specified in such notice. ~~or, where there is~~



~~no effective date, then at the end of the period ending eight weeks after receipt of such notice (the "Termination Date"), provided that:~~

- ~~(i) this Agreement will continue to be in effect until each of the Contracting Party and Exchange has performed all of its Obligations under all of its Transactions and this Agreement and, for clarity, until any outstanding Invoices of the Contracting Party are deemed paid and settled, as determined in the sole discretion of Exchange; and~~
 - ~~(ii) the Contracting Party will not be entitled to enter into any Transactions after the Termination Date.~~
- ~~c. Contrary to Law — In the event that the participation by any Contracting Party pursuant to this Agreement constitutes a violation of any law or regulation applicable to such Contracting Party, either Contracting Party or Exchange will be entitled to give a notice of termination to Exchange or Contracting Party, respectively, and this Agreement will be terminated on receipt of such notice, provided that this Agreement will continue to be in effect until each of the Contracting Party and Exchange has performed all of its Obligations under all of its Transactions and this Agreement.~~
- ~~d. Revisions — In the event that revisions are made to this Agreement, the Contracting Party will be entitled for a period of ten Business Days after the effective date of such revision to give notice of termination to Exchange and this Agreement will be terminated on receipt of such notice, provided that: (i) this Agreement will continue to be in effect until each of the Contracting Party and Exchange has performed all of its Obligations under all of its Transactions and otherwise under this Agreement; and (ii) the Contracting Party will not be entitled to enter into any Transactions after such date of receipt of such notice by Exchange except to offset, in whole or in part, the Obligations of the Contracting Party under any Transactions.~~
- ~~de. Effect Consequences of Termination – Effective on the Termination Date of any Upon the termination of this Agreement by Exchange or the Contracting Party pursuant to the terms of this Agreement or otherwise under this Section 9.1:~~
- ~~(i) any Transactions will continue to be governed by the provisions of this Agreement relating to such Transactions as at the Termination Date ~~effective date of termination~~;~~
 - ~~(ii) this Agreement will continue to be in effect until each of the Contracting Party and Exchange has performed all of its Obligations under all of its Transactions and this Agreement and, for clarity, until any outstanding Invoices of the Contracting Party are deemed paid and settled, as determined in the sole discretion of Exchange; and~~
 - ~~(ii) the Contracting Party will not be entitled to enter into any Transactions after the Termination Date;~~



- (ivⁱⁱ) any Collateral will be returned or credited to the Contracting Party when all of its Obligations under all of its Transactions are fully performed, subject to the other terms of the Agreement relating to Set-Off or application of the Collateral; and
- (vⁱⁱ) the license granted under this Agreement to the Contracting Party in respect of the ICE NGX Clearing System will terminate and Exchange may request return of any related data and materials.

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AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

SCHEDULE C – RISK MANAGEMENT POLICY

1. Definitions

~~“Post-Settlement Delivery Adjustments” has the meaning ascribed thereto in Schedule “J”;~~



AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

SCHEDULE J – PHYSICALLY SETTLED GAS FUTURES CONTRACTS WITH ASSIGNED DELIVERY – U.S. DELIVERY POINTS

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

14. Definitions

~~"Post-Settlement Delivery Adjustment" is the volumetric adjustment to delivered gas amounts in respect of Physically Settled Gas Futures Transactions which adjustment is confirmed by the relevant U.S. Delivery Point Operator and notified to Exchange by the Contracting Party within 60 days following the end of the month in which delivery has occurred;~~