



Annex 8.B

Clearing Authorization and Guaranty

Part I – (Clearing Participant to complete)

In order to induce ICE Futures Canada, Inc. (the "Exchange") to grant, or to continue to grant, Direct Access Trading Participant registration status and privileges to _____ (the "DATP") and in order to permit the undersigned Clearing Participant to provide clearing services to the DATP pursuant to the provisions of the Rules of the Exchange and the Rules of ICE Clear Canada, Inc. (the "Clearinghouse") the undersigned Clearing Participant hereby acknowledges and agrees that:

1. It will accept for clearance all Exchange transactions, including Exchange transactions entered through the Trading System and those entered outside the Trading System, effected by the DATP, and/or its employees and customers, when and as provided for in the Exchange Rules and/or the Clearinghouse Rules.
2. It will comply, on a timely basis, with the provisions of the Rules of the Exchange and the Rules of the Clearinghouse and furnish such information as the Exchange and/or the Clearinghouse may from time to time request.
3. It will pay all claims by the Exchange and/or the Clearinghouse against the DATP, its employees and customers, arising under the Exchange Rules and the Rules of the Clearinghouse, including all fees, but excluding disciplinary fines or penalties imposed under the Rules of the Exchange and the Rules of the Clearinghouse.
4. This Clearing Authorization and Guaranty provides for a guarantee of payment, not collection. This Clearing Authorization and Guaranty may be enforced against the Clearing Participant without necessity of any prior efforts of enforcement by the Exchange and/or the Clearinghouse as against the DATP.
5. This Clearing Authorization and Guaranty shall continue in full force and effect until cancelled or terminated as provided for in the Exchange Rules and the Rules of the Clearinghouse, provided, however, that no such termination or cancellation shall in any manner affect the Clearing Participant's obligations under the provisions of this Clearing Authorization and Guaranty with respect to any obligations and liabilities incurred by the DATP and/or its employees and customers, prior to the effective date and time of such cancellation or termination.
6. This Clearing Authorization and Guaranty shall be governed by, and construed under and in accordance with, the laws of the Province of Manitoba (without regard to the principles of conflicts of laws), and it shall be binding upon the successors and assigns of the Clearing Participant and shall inure to the benefit of the successors and assigns of the Exchange and of the Clearinghouse.
7. All terms and provisions herein shall have the meanings ascribed thereto in the Exchange Rules and the Rules of the Clearinghouse unless otherwise defined herein.

Dated at the City of _____, Province/State of _____, this
____ day of _____, 20_____.

(type the full legal name of the Clearing Participant)

Per: _____

(type full name and position of authorized signatory)

Form 6 -C2013
Clearing Authorization and Guaranty

Part II – (Direct Access Trading Participant to complete)

In order to induce ICE Futures Canada, Inc. (the "Exchange") to grant, or to continue to grant, Direct Access Trading Participant registration status and privileges to _____, (herein the "DATP"), the undersigned DATP hereby acknowledges and agrees that:

1. Business conducted on the Exchange is subject to the Exchange Rules, all Exchange agreements including the Direct Access Trading Participant Application/Agreement, and other regulatory requirements as may be applicable to such business;
2. It shall comply with all Exchange Rules, the terms of all other Exchange agreements, including the Direct Access Trading Participant Application/Agreement, and all other applicable regulatory requirements;
3. It has appointed a minimum of two (2) individuals to act as Responsible Individuals, as that term is defined in the Exchange Rules and/or the Clearinghouse Rules and will ensure such individuals have the corporate power, authority and jurisdiction consistent with the obligations of a Responsible Individual as set out in the Exchange Rules;
4. It will clear all its Exchange transactions, both Trading System and Ancillary Transactions, through _____ (the "Clearing Participant") unless it obtains and registers with the Exchange, another written Clearing Authorization and Guaranty;
5. It will advise the Exchange and the Clearinghouse immediately in the event it becomes aware of any potential change to its Clearing Authorization and Guaranty, including its Clearing Participant advising that it intends to terminate the Clearing Authorization and Guaranty.
6. It will not set up accounts with any other Clearing Participant, clear, or attempt to clear through any other Clearing Participant, without the prior written consent of the Exchange and the Clearinghouse by way of a written Clearing Authorization and Guaranty.

Dated at the City of _____, Province/State of _____, this
_____ day of _____, 20_____.

(full legal name of Direct Access Trading Participant)

Per: _____
(authorized signatory)

(type full legal name of authorized signatory and position)

APPROVED

ICE Futures Canada, Inc.

Date: _____

Per: _____

ICE Clear Canada, Inc.

Date: _____

Per: _____