International Swaps and Derivatives Association, Inc.

OMNIBUS CANADIAN REPRESENTATION LETTER

published on September 2, 2026

by the International Swaps and Derivatives Association, Inc.

Recipient requests that you complete each of the Modules, Parts and Items of this Letter indicated below in accordance with the instructions herein (if none of the below are selected, please complete all Modules, Parts and Items in accordance with the instructions herein):

☐ Module #1: Trade Reporting

☐ Module #2: Business Conduct Rule *If Module #2 is to be completed, only complete the Part(s) and Item(s) indicated by Recipient below*

- ☐ Part I: Eligible Derivatives Party Status
  - ☐ Item 1
  - ☐ Item 2
  - ☐ Item 3
- ☐ Part II: Additional Documentation
- ☐ Part III: Representation to Enable Certain Recipients to Rely on the Foreign Liquidity Provider Exemption

☐ Module #3: Regulatory Margin Self-Disclosure *If Module #3 is to be completed, only complete the Part(s) indicated by Recipient below*

- ☐ Part I: OSFI Regulatory Margin Information
- ☐ Part II: AMF Regulatory Margin Information

☐ Module #4: Canadian Clearing Classification

You should consider seeking clarification from Recipient ahead of time if it is not clear which Modules and Parts and Items thereof are required to be responded to by Recipient.

If you wish to make additional statements, or revise existing statements already made in any existing response, or wish to add a response, you should re-execute the Letter and address each relevant item. In the absence of any statement to the contrary, if you redeliver the Letter to Recipient but do not address an item previously addressed, the information for that item will be deemed to have been redelivered as part of the Letter in the form it was most recently delivered to Recipient.

TO[1]:____ (“***Recipient***”)

A. General. The person named below (“***Named Person***”) hereby makes the statements in each of the applicable Modules to this ISDA Omnibus Canadian Representation Letter (this “***Letter***” consisting of the main body of this letter together with all applicable Modules and Supplements (if applicable) delivered from time to time, including electronically through ISDA Amend and/or such other relevant electronic platform identified by ISDA) with effect from the date specified in such Letter as the effective date. Each such statement is intended to provide Recipient with status information and/or representations

[1] Insert the name(s) of the entity or entities designated as Recipient(s) in the request letter or otherwise intended as Recipient(s) for purposes of the information below. If addressed to multiple Recipients, each statement in the Letter will apply separately as to each such named Recipient.

needed by Recipient to determine the application of certain Canadian derivatives regulatory requirements or exemptions thereunder. The statements and waivers, as applicable, in this Letter are for the purposes of such determinations.

B. Reliance. Subject to any statement to the contrary in any applicable Module or Supplement:

(i) Named Person will notify Recipient in writing before or as soon as reasonably practicable following any of the statements made by it in any Module ceasing to be true;

(ii) Recipient may rely on the statements and waivers, as applicable, given by Named Person in each applicable Module and Supplement unless and until Named Person notifies Recipient in writing to the contrary; and

(iii) to the extent any statement or waiver, as applicable, made in this Letter or any Supplement is inconsistent with any prior statement or waiver, as applicable, given by Named Person to Recipient in any previous representation letter or document, the statements and waivers, as applicable, made herein shall prevail.

C. Definitions. Certain terms (including capitalized terms) used in this Letter have the meanings specified in the Appendix.

Where this Letter is completed and delivered by an agent or mandatary on behalf of one or more Named Persons, this Letter should be treated as if it were a separate Letter with respect to each Named Person listed by the agent or mandatary.

Executed and delivered with effect (except as otherwise provided for in this Letter) from:

Date:	___________________________________
Full legal name of Named Person:[2]	___________________________________
Legal Entity Identifier (LEI) of Named Person:	___________________________________
[Alternative Identifier of Named Person:	___________________________________][3]
If applicable, full legal name of the agent or mandatary, acting on behalf of Named Person:[4]	___________________________________
Signature:	___________________________________
Name of signatory:	___________________________________
Title of signatory:	___________________________________

---

2 If this Letter is being completed by the Named Person, the Named Person should insert its full legal name here. If this Letter is being delivered by an agent or mandatary on behalf of one or more principals, the agent should insert "as agent for [name of principal][the principals named on the attached sheet]." If the agent is acting on behalf of more than one principal, (i) it may list the names of such principals on a separate sheet and (ii) this Letter should be treated as if it were a separate Letter with respect to each principal listed on such sheet. Similarly, if this Letter is being delivered by a trustee on behalf of one or more trusts or trust funds, the trustee should insert "as trustee for [name of trust or trust fund][the [trusts][trust funds] named on the attached sheet]." The LEI or Alternative Identifier should be provided for each principal.

3 If you would like to include an alternative identifier, please describe the type of identifier provided.

4 Only insert the name of the agent if this Letter is being completed by an agent or mandatary on behalf of one or more Named Persons. If this Letter is being completed by the Named Person, this line can be left blank, struck through, marked as not applicable or similar.

MODULE #1: TRADE REPORTING

PART I: LOCAL COUNTERPARTY REPRESENTATIONS

1. **Local Counterparty Status:**

The Named Person represents that it *(select all that apply)*:

☐ is a Canadian Person because its jurisdiction of organization, head office and/or principal place of business is in a Canadian jurisdiction; and/or

☐ reasonably believes that a Canadian Person that is Named Person's affiliate, is generally responsible for Named Person's liabilities[5] (such Canadian Person, the "**Canadian Responsible Affiliate**").

If you selected at least one of the above, complete Question 2 of this Part I. If you did not select any of the above, move on to Part II of this Module #1.

2. **Relevant Jurisdiction(s):**

The (a) Named Person **or** (b) the Canadian Responsible Affiliate has its jurisdiction of organization, head office and/or principal place of business[6] in the following jurisdiction(s) (select **only** those that apply).[7] **There should generally not be more than one jurisdiction for either head office or principal place of business, and often it is the same jurisdiction**. It is not the location of all of your offices.

☐ Alberta	☐ British Columbia	☐ Manitoba
☐ New Brunswick	☐ Newfoundland and Labrador	☐ Nova Scotia
☐ Ontario	☐ Prince Edward Island	☐ Québec
☐ Saskatchewan		
☐ Yukon	☐ Northwest Territories	☐ Nunavut

PART II: REPORTING RESPONSIBILITY

1. **Derivatives Dealer Status**

The Named Person represents that it:

☐ is a Derivatives Dealer[8]
☐ is <u>not</u> a Derivatives Dealer

[5] A Canadian Person may be generally responsible for Named Person's liabilities if it has guaranteed all or substantially all of Named Person's liabilities (not only Named Person's liabilities under Transactions between Named Person and Recipient). If Named Person is an unlimited liability company affiliated with a Canadian Person, Named Person may have to consider whether its shareholder is responsible for its liabilities.
[6] Principal place of business refers to Named Person's principal place of business as a whole and not the principal place of Named Person's derivatives business.
[7] Note that entities typically (but not always) are organized and have their head office and principal place of business in the same jurisdiction. If Named Person is a federally incorporated company or an entity organized under federal law, local counterparty status for purposes of the TR Rules, will be determined on the basis of location of Named Person's head office and/or principal place of business.
[8] In Ontario, it is strongly recommended that Derivatives Dealers sign the ISDA 2014 Multilateral Canadian Reporting Party Agreement (Deemed Dealer Version) since that is the only way to allocate trade reporting responsibility between two Derivatives Dealer in Ontario. Otherwise, both Derivatives Dealers will have the obligation to report.

2. **Financial Entity (Ontario TR), Canadian financial institution**

The Named Person represents that it *(Select all that apply, if any)*

a. ☐ is a Financial Entity (Ontario TR)

b. ☐ is a Canadian financial institution

PART III: CONSENT TO DISCLOSURE TO REGULATORS AND TRADE REPOSITORIES

By executing this Letter, including by making the representations and warranties in this Module #1, you indicate your consent to the disclosure of information in accordance with All Reporting Requirements. For purposes of this consent, "**All Reporting Requirements"** means any Canadian Reporting Requirements and any Non-Canadian Reporting Requirements, and "**Regulator**" means any Canadian Regulator and any Non-Canadian Regulator.

Notwithstanding anything to the contrary in any non-disclosure, confidentiality or other agreement between Named Person and any other party**,** Named Person hereby consents to the disclosure of information:

(a) to the extent required by Canadian Reporting Requirements or Non-Canadian Reporting Requirements in accordance with which the other party is required to act; or

(b) to and between the other party's head office, branches or affiliates, or any persons or entities who provide services to such other party or its head office, branches or affiliates, in each case, in connection with such Canadian Reporting Requirements or Non-Canadian Reporting Requirements.

Named Person acknowledges that pursuant to global regulatory reform initiatives, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

Named Person further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any swap or trade data repository or one or more systems or services operated by any trade repository ("***TR***") and any relevant Regulators, and that such disclosures could result in certain anonymous swap transaction and pricing data becoming available to the public. Named Person further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Named Person also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as Named Person's home jurisdiction. For the avoidance of doubt, (i) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by Named Person for purposes of such law; (ii) any agreement between Named Person and another party to maintain confidentiality of information contained in any agreement between Named Person and the other party or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the reporting requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by Named Person to another party.

Named Person represents and warrants that any third party to whom Named Person owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

MODULE #2: BUSINESS CONDUCT RULE

PART I: ELIGIBLE DERIVATIVES PARTY STATUS

1. The Named Person represents that it is an Eligible Derivatives Party because it satisfies one or more of the following *(it is important that you select all that apply)*:

   (i) ☐ The Named Person is a regulated entity or government entity under at least one of paragraphs (a) to (l) or (q) of the definition of "Eligible Derivatives Party". [9]

   (ii) ☐ The Named Person is not an Individual and it has net assets of at least C$25,000,000 as shown on its most recently prepared financial statements, and therefore satisfies paragraph (m) of the definition of "Eligible Derivatives Party".

   (iii) ☐ The Named Person is a Commercial Hedger in relation to the derivatives that it transacts with Recipient, and therefore satisfies paragraph (n) of the definition of "Eligible Derivatives Party".

   (iv) ☐ The Named Person is an Individual that beneficially owns financial assets[10] that have an aggregate realizable value before tax but net of any related liabilities of at least C$5,000,000, and therefore satisfies paragraph (o) of the definition of "Eligible Derivatives Party".

   (v) ☐ The Named Person is not an Individual and its obligations under derivatives that it transacts with Recipient are fully guaranteed or otherwise fully supported under a written agreement by an Eligible Derivatives Party (referred to as a "**Guarantor**") other than a derivatives party referred to in paragraphs (n) or (o) of that definition, and therefore satisfies paragraph (p) of the definition of "Eligible Derivatives Party". *(if this representation is selected, please also answer the immediately following question)*:

   AND the Guarantor is *(select all that apply)*:

   a. ☐ A regulated entity or government entity under at least one of paragraphs (a) to (l) or (q) of the definition of "Eligible Derivatives Party".

   b. ☐ Not an Individual and the Guarantor has net assets of at least C$25,000,000 as shown on its most recently prepared financial statements, and therefore satisfies paragraph (m) of the definition of "Eligible Derivatives Party".

2. ☐ The Named Person represents that it is not an Eligible Derivatives Party.

3. Select the following if you agree with the representation and waiver *(complete this item 3 only if (i) the Named Person selected **only** representation 1(iii) above OR (ii) if Named Person is an Individual that selected representation 1(iv) above)*:

---

[9] In the case of paragraph (k) of the definition of Eligible Derivatives Party, an advisor who makes investment and trading decisions on a fully discretionary basis for a client, the advisor is generally deemed under securities laws as doing so as principal and therefore would be the Named Person.

[10] "Financial assets" is defined in section 1.1 of NI 45-106 and includes cash, securities or a deposit, or an evidence of a deposit that is not a security for the purposes of securities legislation. Realizable value is typically the amount that would be received by selling an asset. In general, determining whether financial assets are beneficially owned by an Individual should be straightforward. However, this determination may be more difficult if financial assets are held in a trust or in other types of investment vehicles for the benefit of an Individual. Factors indicating beneficial ownership of financial assets include: possession of evidence of ownership of the financial asset; entitlement to receive any income generated by the financial asset; risk of loss of the value of the financial asset; the ability to dispose of the financial asset or otherwise deal with it as the Individual sees fit.

If the following is not selected, the Named Person may be contacted by the Recipient and the Recipient may provide the Named Person with a supplement to this Module #2 for completion, which the Named Person may use to select the Additional Requirements it elects to waive and the derivatives classes to which such waivers apply.

☐ The Named Person further represents that it elects to, and does hereby, waive all Additional Requirements for all derivatives. The Named Person understands that: (a) it is not required to provide a waiver of any or all of the Additional Requirements, (b) it has the option to obtain independent legal advice before providing any such waiver, and (c) it may withdraw, in whole or in part, any waiver provided to the Recipient by written notice of such withdrawal to the Recipient.

PART II: ADDITIONAL DOCUMENTATION

If you are an Individual and checked the box item 1(iii) and not item 1(iv) under Part I, complete the items in this Part II by providing a reasonably detailed response to the requested information. The Recipient may indicate that the Named Person does not need to complete this Part II.

1. Describe the nature of the Named Person’s business:

____

____

____

____

2. Indicate the commercial risks that the Named Person is hedging in relation to the business described in Part II item 1: *Select all that apply.*

a. ☐ Interest rate risk
b. ☐ Foreign exchange risk
c. ☐ Commodity price risk
d. ☐ Credit risk
e. ☐ The following risk(s): *Insert description of applicable risk(s). If no additional risk is indicated, the Named Person is deemed to have answered “None” for this item 2(e).*

____

____

PART III: REPRESENTATION TO ENABLE CERTAIN RECIPIENTS TO RELY ON THE FOREIGN LIQUIDITY PROVIDER EXEMPTION[11]

Make the representation in item 1, if applicable.

1. ☐ The Named Person represents that it transacts with Recipient as principal for its own account, and is either:

a. an investment dealer registered in accordance with NI 31-103; or

b. a Derivatives Dealer whose head office or principal place of business is in Canada.

---

[11] If the Recipient is a Foreign Liquidity Provider, and the Named Person makes the representation in item 1 then the Recipient may rely on the exemption in section 37 of the Business Conduct Rule.

<u>MODULE #3: REGULATORY MARGIN SELF-DISCLOSURE</u>

Complete only the Part of this Module #3 that Recipient has requested be completed.

<u>PART I: OSFI REGULATORY MARGIN INFORMATION</u>

1. ***Canada OSFI Margin Requirements Entity Status***

(i) <u>Covered Entity</u>: Is Named Person a Covered Entity?

☐ Yes
☐ No

<u>PART II: AMF REGULATORY MARGIN INFORMATION</u>

1. ***AMF Margin Requirements Entity Status***

(i) <u>Covered Entity</u>: Is Named Person an AMF Covered Counterparty?

☐ Yes
☐ No

MODULE #4: CANADIAN CLEARING CLASSIFICATION

CLASSIFICATION STATEMENTS:

Question 1: **Clearing Agency Participant** *(select if applicable)*

☐ Named Person is a Clearing Agency Participant of an OTC RCA

Question 2: **Clearing Participant Affiliate** *(select if applicable and only if you have **not** checked the box under Question 1 above)*

☐ Named Person is a Clearing Participant Affiliate

Question 3: Large Notional Counterparty *(select if applicable)*

☐ Named Person is a Large Notional Counterparty

Appendix

Definitions

"**Additional Requirements**" means all the obligations under the following sections of the Business Conduct Rule: Section 14 [*Derivatives-party-specific needs and objectives*], Section 15 [*Suitability*], Section 16 [*Permitted referral arrangements*], Section 17 [*Verifying the qualifications of the person or company receiving the referral*], Section 18 [*Disclosing referral arrangements to a derivatives party*], Section 19 [*Relationship disclosure information*], Section 20 [*Pre-transaction disclosure*], Section 21 [*Valuation reporting*], Section 22 [*Notice to derivatives parties by non-resident derivatives dealers*], Section 26 [*Holding initial margin*], Section 27 [*Investment or use of initial margin*] and Section 29 [*Derivatives party statements*].

"**adviser**" means an adviser as defined in the securities or derivatives legislation, rules or regulations of a relevant Canadian jurisdiction and, for purposes of the Business Conduct Rule and this letter, includes an "adviser" as defined in *The Commodity Futures Act* (Manitoba), the *Commodity Futures Act* (Ontario) and the *Securities Act* (Québec).[12]

"**AMF**" means L'Autorité des marchés financiers.

"**AMF AANA**" means an amount in CAD equal to the aggregate month-end average notional amount of outstanding AMF NCC Derivatives for March, April and May of a given year for an AMF AANA Group, excluding derivatives traded between entities of the same AMF AANA Group.

"**AMF AANA Group**" means a group of entities for which, with respect to an entity (the "first entity") in such group and another entity (the "second entity") in such group, any of the following apply:

(a) the first entity and the second entity are consolidated in consolidated financial statements prepared in accordance with International Financial Reporting Standards created by the International Accounting Standards Board or generally accepted accounting principles in the United States of America;
(b) all of the following apply:

    (i) neither the first entity's nor the second entity's financial statements, nor the financial statements of another entity, were prepared in accordance with the principles or standards specified in the above subparagraph (a); and
    (ii) the first entity and the second entity would have been, at the relevant time, required to be consolidated in consolidated financial statements prepared by the first entity, the second entity or the other entity, if the consolidated financial statements were prepared in accordance with the principles or standards specified in the above subparagraph (a); or

(c) both entities are prudentially regulated entities supervised together on a consolidated basis.

"**AMF Clearing House**" means a person who maintains a system for netting AMF Derivatives trades on a multilateral basis and who acts as central counterparty to that end.

"**AMF Covered Counterparty**" means a financial entity that belongs to an AMF AANA Group for which the AMF AANA for any year exceeds CAD $12 billion. Notwithstanding the foregoing, AMF Covered Counterparty does not include any entity that is an AMF Excluded Covered Counterparty.

[12] This term is generally defined to mean a person or company engaging in or holding itself out as engaging in the business of advising in securities (and, in certain jurisdictions, derivatives).

"**AMF Covered Institution**" means a financial institution that is governed by one of the following laws: (i) the *Insurers Act* (Québec); (ii) the *Act respecting financial services cooperatives* (Québec); (iii) the *Deposit Institutions and Deposit Protection Act* (Québec); or (iv) the *Trust Companies and Savings Companies Act* (Québec).

"**AMF Derivative**" means an option, a swap, a futures contract, a contract for difference or any other contract or instrument whose market price, value, or delivery or payment obligations are derived from, referenced to or based on an underlying interest, or any other contract or instrument designated by regulation or considered equivalent to a derivative on the basis of criteria determined by regulation under the Québec Derivatives Act.

"**AMF Excluded Covered Counterparty**" means: (a) the Government of Canada, the government of a jurisdiction of Canada or the government of a foreign jurisdiction; (b) a crown corporation for which the government of the jurisdiction where the crown corporation was constituted is liable for all or substantially all the liabilities of the crown corporation; (c) a person or company wholly owned by a government referred to in paragraph (a) if the government is liable for all or substantially all the liabilities of the person or company; (d) a municipality, school board, university or social service program that receives regular government financial support; (e) a special purpose entity that operates solely as a pass-through funding vehicle through the issuance of securities for which a government referred to in paragraph (a) is responsible for all or substantially all the liabilities; (f) the Bank of Canada or a central bank of a foreign jurisdiction; (g) the Bank for International Settlements; (h) an AMF Excluded Multilateral Development Bank; and (i) an AMF Excluded SPE.

"**AMF Excluded Multilateral Development Bank**" means the International Bank for Reconstruction and Development, the International Finance Corporation, the Asian Development Bank, the African Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank, the European Investment Bank, the European Investment Fund, the Nordic Investment Bank, the Caribbean Development Bank, the Islamic Development Bank and the Council for Europe Development Bank.

"**AMF Excluded SPE**" means an entity, commonly known as a special purpose entity, belonging to the same AMF AANA Group (a) whose primary objective is to (i) financing one or more asset pools, (ii) provide investors with exposure to a specific set of risk or (iii) acquire or invest in real estate or physical assets, and (b) if its primary objective is the one referred to in subparagraph (a)(i) or (ii), all of whose indebtedness, including obligations owing to its derivatives counterparty, is secured solely by its assets.

"**AMF Margin Requirements**" means the Guideline on Margins for Over-the-Counter Derivatives Not Cleared by a Central Counterparty published by the AMF.

"**AMF NCC Derivative**" means an AMF OTC Derivative that is not cleared by a central counterparty.[13]

"**AMF OTC Derivative**" means any AMF Derivatives other than an AMF Derivative that is traded on a published market, whose intrinsic characteristics are determined by that market and whose trade is cleared and settled by an AMF Clearing House.

"**Business Conduct Rule**" means National Instrument 93-101 Derivatives: Business Conduct.

"**Canada AANA**" means an amount in CAD equal to the aggregate month-end average notional amount of E-22 NCC Derivatives for March, April and May of a given year for a Canada AANA Group, excluding inter-affiliate transactions but, for the avoidance of doubt, including physically settled foreign exchange forward transactions and physically settled foreign exchange swaps.

"**Canada AANA Group**" means a group of entities for which consolidated financial statements are prepared.[14]

[13] For purposes of the AMF Margin Requirements, the term "central counterparty" refers to an AMF Clearing House.

[14] For purposes of Guideline E-22, a Canada AANA Group can consist of a single entity.

"**Canada OSFI Margin Requirements**" means Guideline E-22.

"**Canadian financial institution**" means:

(a) a bank listed in Schedule I or II to the *Bank Act* (Canada),

(b) a body corporate, as defined in the *Trust and Loan Companies Act* (Canada) and to which that Act applies,

(c) an association, as defined in the *Cooperative Credit Associations Act* (Canada) and to which that Act applies,

(d) an insurance company or a fraternal benefit society incorporated or formed under the *Insurance Companies Act* (Canada),

(e) a trust, loan or insurance corporation authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada,

(f) a credit union, central credit union, caisse populaire, financial services cooperative or credit union league or federation that is incorporated or otherwise authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada, or

(g) a treasury branch established by or under an Act of the legislature of a jurisdiction of Canada.

"**Canadian Mandatory Clearing Rule**" means National Instrument 94-101 Mandatory Central Counterparty Clearing of Derivatives.

"**Canadian Person**" means, with respect to a jurisdiction in Canada, a person or company, that is not an Individual, that is organized under the laws of, has its head office in or has its principal place of business in the jurisdiction. For this purpose, "**person**" includes unincorporated organizations such as partnerships, associations, syndicates and trusts, "**company**" includes any incorporated entity, and "**jurisdiction**" means a province or territory of Canada or, with respect to jurisdiction of organization only, the federal jurisdiction of Canada.

"**Canadian Regulator**" means a Canadian provincial or territorial regulatory authority, body or agency with jurisdiction to regulate derivatives activities or to regulate persons with respect to their derivatives activities.

"**Canadian Reporting Requirements**" means the reporting requirements and/or retention of transaction and similar information requirements imposed pursuant to the TR Rules.

"**Clearing Agency Participant**" means any Participant of an OTC RCA, other than an Exempt Entity, that subscribes to clearing services for Mandatory Clearable Derivative(s).

"**Clearing Participant Affiliate**" means, with respect to a Transaction in a Mandatory Clearable Derivative, an affiliate[15], other than an Exempt Entity, of a Participant of an OTC RCA that subscribes to clearing services for Mandatory Clearable Derivative(s), where such affiliate had, for the months of March, April and May preceding the Reference Period in which the Transaction is to be executed, an average month-end gross notional amount under all outstanding over-the-counter derivatives (as defined in the Canadian Mandatory Clearing Rule) exceeding CAD $1,000,000,000 (or such other amount specified in the future pursuant to an amendment, supplement or other revision to the Canadian Mandatory Clearing Rule), excluding derivatives eligible for the Intragroup Exemption.

[15] As construed in sections 1(2), 3(0.1) and 3(0.2) of the Canadian Mandatory Clearing Rule.

"**Commercial Hedger**" means a person or company that carries on a business and that transacts a derivative to hedge a risk in respect of the business, related to any of the following:

> (a) an asset that the person or company owns, produces, manufactures, processes, or merchandises or, at the time of the execution of the transaction, reasonably anticipates owning, producing, manufacturing, processing, or merchandising;
>
> (b) a liability that the person or company incurs or, at the time the transaction occurs, reasonably anticipates incurring;
>
> (c) a service that the person or company provides, purchases, or, at the time the transaction occurs, reasonably anticipates providing or purchasing.

"**Covered Entity**" means an E-22 Financial Entity that belongs to a Canada AANA Group[16] for which the Canada AANA for any year exceeds CAD $12 billion. Notwithstanding the foregoing, Covered Entity does not include any entity that is an Excluded Covered Entity.

"**derivative**" means a derivative as defined in the securities or derivatives legislation, rules or regulations of a relevant Canadian jurisdiction, that is not excluded from the definition by reason of any rule or order of the relevant Canadian Regulator.

"**derivatives adviser**" means any of the following:

> (a) except in Québec, a person or company engaging in or holding themself out as engaging in the business of advising others in respect of derivatives;
>
> (b) in Québec, an adviser as that term is defined in the Québec Derivatives Act;
>
> (c) any other person or company required to be registered as a derivatives adviser under securities legislation of a jurisdiction of Canada.

"**Derivatives Dealer**" means any of the following:

> (a) except in Québec, a person or company engaging in or holding themself out as engaging in the business of trading in derivatives as principal or agent;
>
> (b) in Québec, a dealer as that term is defined in the Québec Derivatives Act;
>
> (c) any other person or company required to be registered as a derivatives dealer under securities legislation of a jurisdiction of Canada.

"**derivatives firm**" means a Derivatives Dealer or a derivatives adviser, as applicable.

---

[16] For the purposes of applying the Covered Entity definition to investment funds, OSFI provides in Guideline E- 22 as follows:

> [i]nvestment funds that are managed by an investment advisor are considered distinct entities that are treated separately when applying the threshold [*i.e.*, the CAD $12 billion threshold] as long as the funds are distinct legal entities that are not collateralised by or are otherwise guaranteed or supported by other investment funds or the investment advisor in the event of fund insolvency or bankruptcy.

"**derivatives party**" means:

(a) in relation to a Derivatives Dealer, any of the following:

(i) a person or company for which the Derivatives Dealer acts or proposes to act as an agent in relation to a transaction;

(ii) a person or company that is, or is proposed to be, a party to a derivative for which the Derivatives Dealer is the counterparty; and

(b) in relation to a derivatives adviser, a person or company to which the adviser provides or proposes to provide advice in relation to a derivative.

"**E-22 Derivative**" means a financial contract whose value depends on, or is derived from, the value of one or more underlying reference assets. The value can be determined by fluctuations of the underlying asset, which may include stocks, bonds, commodities, currencies, interest rates and market indices. Physically settled commodity transactions are not included in the definition of "**E-22 Derivative**".

"**E-22 Financial Entity**" means a legal entity whose main business includes the management of financial assets, lending, factoring, leasing, provision of credit enhancements, securitisation, investments, financial custody, proprietary trading and other financial services activities. This includes (but is not limited to) deposit-taking institutions, insurance companies, pension funds hedge funds, and asset managers.

"**E-22 NCC Derivative**" means an E-22 Derivative that is not cleared through a central counterparty.

"**Eligible Derivatives Party**" means any of the following:

(a) a Canadian financial institution;

(b) the Business Development Bank of Canada continued under the *Business Development Bank of Canada Act* (Canada);

(c) a subsidiary of a person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;

(d) a person or company registered under the securities legislation of a jurisdiction of Canada as any of the following:

(i) a derivatives dealer;
(ii) a derivatives adviser;
(iii) an adviser;
(iv) an investment dealer;

(e) a pension fund that is regulated by the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of the pension fund;

(f) an entity organized under the laws of a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);

(g) the Government of Canada or the government of a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or the government of a jurisdiction of Canada;

(h) a government of a foreign jurisdiction or any agency of that government;

(i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

(j) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;

(k) a person or company that is acting on behalf of a managed account if the person or company is registered or authorized to carry on business as either of the following: (i) an adviser or a derivatives adviser in a jurisdiction of Canada or (ii) the equivalent of an adviser or a derivatives adviser under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

(l) an investment fund if either of the following apply: the investment fund is (A)(i) managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada or (ii) advised by an adviser registered or exempted from registration under securities legislation or under commodity futures legislation of a jurisdiction of Canada or (B)(i) managed by the equivalent of a registered or authorized investment fund manager under the securities legislation or under the commodities futures legislation of a foreign jurisdiction or (ii) advised by the equivalent of a registered or authorized adviser under the securities legislation or under the commodities futures legislation of a foreign jurisdiction;[17]

(m) a person or company, other than an Individual, that has net assets of at least C$25,000,000 as shown on its most recently prepared financial statements;

(n) a person or company that has represented to Recipient, in writing, that it is a Commercial Hedger in relation to the derivatives that it transacts with such derivatives firm;

(o) an Individual that beneficially owns financial assets[18] that have an aggregate realizable value before tax but net of any related liabilities of at least C$5,000,000;

(p) a person or company, other than an Individual, that has represented to the Recipient, in writing, that its obligations under derivatives that it transacts with such derivatives firm are fully guaranteed or otherwise fully supported, under a written agreement, by one or more derivatives parties referred to in this definition, other than a derivatives party referred to in paragraph (n) or (o);

(q) a qualifying clearing agency.

[17] Clause (B) applies (i) in Ontario by virtue of OSC Rule 93-501 and (ii) in each other province and territory by virtue of Consolidated Blanket Order 93-930.

[18] "Financial assets" is defined in section 1.1 of NI 45-106 and includes cash, securities or a deposit, or an evidence of a deposit that is not a security for the purposes of securities legislation. Realizable value is typically the amount that would be received by selling an asset. In general, determining whether financial assets are beneficially owned by an Individual should be straightforward. However, this determination may be more difficult if financial assets are held in a trust or in other types of investment vehicles for the benefit of an Individual. Factors indicating beneficial ownership of financial assets include: possession of evidence of ownership of the financial asset; entitlement to receive any income generated by the financial asset; risk of loss of the value of the financial asset; the ability to dispose of the financial asset or otherwise deal with it as the Individual sees fit.

"**Excluded Covered Entity**" means the Bank for International Settlements, central counterparties, Excluded Entities, Exempt Multilateral Development Institutions, public sector entities, multilateral development banks eligible for a zero risk weight under OSFI's Capital Adequacy Requirements (CAR) Guideline and sovereigns.

"**Excluded Entities**" means (i) treasury affiliates that undertake risk management activities on behalf of affiliates within a corporate group; (ii) any special purpose entity ("**SPE**") established for the purpose of financing a specific pool or pools of assets or underwriting a specific set of risk exposures, in each case, by incurring indebtedness; *provided* that the indebtedness of the SPE, including obligations owing to the SPE's swap counterparties, is secured by the specific pool or pools of financed assets; (iii) any SPE established by an investment fund for the purpose of acquiring and holding real estate or other physical assets on behalf of or at the direction of the investment fund; (iv) any SPE established for the purpose of acquiring or investing in real estate; and (v) any collective investment vehicle established for the purpose of investing in real estate or other physical assets.

"**Exempt Entity**" means (i) the government of Canada, the government of a jurisdiction of Canada or the government of a foreign jurisdiction; (ii) a crown corporation for which the government of the jurisdiction where the crown corporation was constituted is liable for all or substantially all the liabilities; (iii) a person or company wholly owned by one or more governments referred to in paragraph (i) of this definition of Exempt Entity if the government or governments are liable for all or substantially all the liabilities of the person or company; (iv) the Bank of Canada or a central bank of a foreign jurisdiction; (v) the Bank for International Settlements; and (vi) the International Monetary Fund.

"**Exempt Multilateral Development Institutions**" means the International Bank for Reconstruction and Development, the International Finance Corporation, the Asian Development Bank, the African Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank, the European Investment Bank, the European Investment Fund, the Nordic Investment Bank, the Caribbean Development Bank, the Islamic Development Bank, the Council for Europe Development Bank and the International Finance Facility for Immunisation.

"**Financial Entity (Ontario TR)**" means a person or company that is any of the following:

(a) a body corporate, as defined in the *Trust and Loan Companies Act* (Canada) and to which that Act applies;
(b) an association, as defined in the *Cooperative Credit Associations Act* (Canada) and to which that Act applies;
(c) a fraternal benefit society incorporated or formed under the *Insurance Companies Act* (Canada);
(d) a bank, loan company, loan corporation, trust company, trust corporation, factoring company, financing company, insurance company, insurance corporation, treasury branch, credit union, credit union central, caisse populaire, financial services cooperative or credit union league or federation that is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
(e) a pension fund that is regulated by either OSFI or a pension commission or similar regulatory authority of a jurisdiction of Canada;
(f) an investment fund;
(g) a person or company, other than an Individual, that is any of the following:
    (i) a person or company that is subject to a requirement to register under the securities legislation or commodities futures legislation of any jurisdiction of Canada;
    (ii) a person or company that is exempt from the requirement to register under the securities legislation or commodities futures legislation of any jurisdiction of Canada, other than a person or company that is exempt from the requirement to register as a result of section 8.4 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations;
(h) a person or company that is an affiliated entity of a person or company referred to in any of paragraphs (a) to (g);
(i) a person or company that is organized under the laws of a foreign jurisdiction that is analogous to an entity referred to in any of paragraphs (a) to (h).

"**Foreign Liquidity Provider**" means a person or company that (a) is registered, licensed or authorized, or otherwise operates under an exemption or exclusion from a requirement to be registered, licensed or authorized under the securities, commodity futures or derivatives legislation of a foreign jurisdiction in which its head office or principal place of business is located to carry on the activities in that jurisdiction that registration as a Derivatives Dealer would permit it to carry on in a local jurisdiction in Canada and (b) is not a Derivatives Dealer (i) whose head office or principal place of business is in Canada or (ii) that is a Canadian financial institution.

"**Guideline E-22**" means OSFI Guideline E-22 Margin Requirements for Non-Centrally Cleared Derivatives published by the OSFI.

"**Individual**" means a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, or other organized group, whether incorporated or not, or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative.

"**Intragroup Exemption**" means the intragroup exemption from mandatory clearing provided for in section 7 of the Canadian Mandatory Clearing Rule.

"**investment dealer**" means a person or company registered as an investment dealer under the securities legislation of a jurisdiction of Canada.

"**investment fund**" means an investment fund as defined in the securities or derivatives legislation, rules or regulations of a relevant Canadian jurisdiction.[19]

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Large Notional Counterparty**" means, with respect to a Transaction in a Mandatory Clearable Derivative, a Local Counterparty (Mandatory Clearing) in any jurisdiction of Canada that (i) had, during the 12-month period prior to the intended execution of the Transaction, a month-end gross notional amount under all outstanding over-the-counter derivatives (as defined in the Canadian Mandatory Clearing Rule), combined with each affiliated[20] entity that is a Local Counterparty (Mandatory Clearing) in any jurisdiction of Canada, exceeding CAD $500,000,000,000 (or such other amount specified in the future pursuant to an amendment, supplement or other revision to the Canadian Mandatory Clearing Rule), excluding derivatives eligible for the Intragroup Exemption and (ii) had, for the months of March, April and May preceding the Reference Period in which the Transaction is to be executed, an average month-end gross notional amount under all outstanding over-the- counter derivatives (as defined in the Canadian Mandatory Clearing Rule) exceeding CAD $1,000,000,000 (or such other amount specified in the future pursuant to an amendment, supplement or other revision to the Canadian Mandatory Clearing Rule), excluding derivatives eligible for the Intragroup Exemption.

"**Local Counterparty (Mandatory Clearing)**" means a counterparty to a derivative if, at the time of execution of the Transaction, either of the following applies:

(i) the counterparty is a person or company, other than an Individual, to which one or more of the following apply:

(a) the person or company is organized under the laws of the local jurisdiction;

(b) the head office of the person or company is in the local jurisdiction;

(c) the principal place of business of the person or company is in the local jurisdiction; or

[19] This term is generally defined to mean a mutual fund (an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer) or a non-redeemable investment fund (a non-mutual fund issuer, whose primary purpose is to invest money provided by its security holders and that does not invest (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund or (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund).

[20] As construed in sections 1(2), 3(0.1) and 3(0.2) of the Canadian Mandatory Clearing Rule.

(ii) the counterparty is an affiliated[21] entity of a person or company referred to in paragraph (i) of this definition of Local Counterparty (Mandatory Clearing) and the person or company is liable for all or substantially all the liabilities of the counterparty.

"**Mandatory Clearable Derivative**" means a derivative within a class of derivatives listed in Appendix A to the Canadian Mandatory Clearing Rule.

"**NI 31-103**" means National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations.

"**Non-Canadian Local Counterparty (Mandatory Clearing)**" means an entity to which only paragraph (ii) of the definition of Local Counterparty (Mandatory Clearing) applies.

"**Non-Canadian Regulator**" means any regulatory authority, body or agency with jurisdiction to regulate trade reporting with respect to derivatives activities or to regulate persons with respect to trade reporting in connection with their derivatives activities (including without limitation, the U.S. Commodity Futures Trading Commission or other U.S. regulators in the case of trade reporting under applicable U.S. laws, and the European Securities and Markets Authority and national regulators in the E.U. under the E.U. Regulation No. 648/2012 on OTC derivatives, central counterparties and trade repositories in the case of trade reporting under applicable E.U. laws).

"**Non-Canadian Reporting Requirements**" means any applicable laws, rules, regulations, instruments, orders or directives that mandate reporting and/or retention of transaction and similar information issued by any Non-Canadian Regulator.

"**OSC**" means the Ontario Securities Commission.

"**OSFI**" means the Office of the Superintendent of Financial Institutions Canada.

"**OTC RCA**" means a Regulated Clearing Agency that offers clearing services in respect of Mandatory Clearable Derivatives.

"**Participant**" means a person or company that has entered into an agreement with a Regulated Clearing Agency to access the services of the Regulated Clearing Agency and is bound by the Regulated Clearing Agency's rules and procedures.

"**public sector entities**" means (i) entities directly or wholly owned by a government; (ii) school boards, hospitals, universities and social service programs that receive regular government financial support and (iii) municipalities.

"**qualifying clearing agency**" means a person or company if any of the following apply: (a) it is recognized or exempted from recognition as a clearing agency or a clearing house, as applicable, in a jurisdiction of Canada or (b) it is subject to regulation in a foreign jurisdiction that is consistent with the *Principles for financial market infrastructures* applicable to central counterparties, as amended from time to time, and published by the Bank for International Settlements' Committee on Payments and Market Infrastructures and the International Organization of Securities Commissions.

"**Québec Derivatives Act**" means the *Derivatives Act* (Québec), as amended, replaced or supplemented from time to time.

"**Reference Period**" means the period beginning on September 1 in a given year and ending on August 31 of the following year.

[21] As construed in sections 1(2), 3(0.1) and 3(0.2) of the Canadian Mandatory Clearing Rule.

"**Regulated Clearing Agency**" means:

(a) in Alberta, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Saskatchewan and Yukon, a person or company recognized or exempted from recognition as a clearing agency or clearing house pursuant to the securities legislation of any jurisdiction of Canada,

(b) in British Columbia, Manitoba and Ontario, a person or company recognized or exempted from recognition as a clearing agency in the local jurisdiction, and

(c) in Québec, a person recognized or exempted from recognition as a clearing house.

"**TR Rules**" means (i) OSC Rule 91-507 *Derivatives: Trade Reporting*, (ii) Manitoba Securities Commission Rule 91-507 *Derivatives: Trade Reporting*, (iii) AMF Regulation 91-507 respecting *Trade Repositories and Derivatives Data Reporting*, and (iv) Multilateral Instrument 96-101 *Derivatives: Trade Reporting*.

"**Transaction**" means the entering into, making a material amendment to, terminating, assigning, selling or otherwise acquiring or disposing of a derivative or the novation of a derivative other than a novation with a clearing agency or clearing house.