CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

Proposed CIRO Rules

[As at XX, XX, XXXX]

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1101. Introduction

(1) Rule 1100 sets out general rules of application and interpretation that apply to *CIRO requirements*, and certain specific interpretative provisions.

1102. General application

(1) *CIRO requirements* apply to *Dealer Members* and, if the context is appropriate, their *Approved Persons* and *employees*.

(2) Certain requirements within these *Rules* also apply to all *Regulated Persons* other than those referred to in subsection 1102(1). Specific reference is made to *Regulated Persons* where a requirement is applicable to all *Regulated Persons*.

(3) In the event a *Dealer Member* is registered under *securities laws* as a mutual fund dealer and an investment dealer, the *Dealer Member* and its *Approved Persons* are exempt from *CIRO requirements* that are only applicable to mutual fund dealers, provided they comply with the corresponding *CIRO requirements* that are applicable to investment dealers.

(4) A *Mutual Fund Dealer Member* is prohibited from:

(i) offering its clients:

(a) a *derivatives* account,

(b) a *discretionary account*,

(c) a *managed account*,

(d) a margin account, except where it is offered in accordance with subsection 5112(2), or

(e) an *order execution only account*,

(ii) underwriting new issue distributions,

(iii) borrowing fully paid *securities* from clients,

(iv) issuing *research reports*, and

(v) using clients' *free credit balances*, except where they are used in accordance with subsection 4382(2).

(5) A *Mutual Fund Dealer Member* or its *Approved Persons* shall not, directly or indirectly, engage in any *securities and derivatives related business*, except where:

(i) such *securities and derivatives related business* can be conducted by a mutual fund dealer under *securities laws, and*

(ii) all such *securities and derivatives related business* is carried on for the account of the *Mutual Fund Dealer Member*, through the facilities of the *Mutual Fund Dealer Member* (except as expressly provided for in these *Rules*) and in accordance with these *Rules*, other than:

(a) such business as it relates solely to trading in deposit instruments conducted by any *Approved Person* not on account of the *Mutual Fund Dealer Member* and,

(b) such business conducted by an *Approved Person* as an employee of a *chartered bank* and in accordance with the Bank Act (Canada) and the regulations thereunder, or as an employee of a credit union or caisse populaire and in accordance with applicable legislation governing such credit union or caisse populaire, and in each case, in accordance with applicable *securities laws*.

1103. General interpretation

(1) References to:

(i) a *Dealer Member* include its *Approved Persons* and *employees*, if the context is appropriate,

(ii) a *Dealer Member's* board of directors include a *Dealer Member's* equivalent governance body for a *Dealer Member* that is not a corporation,

(iii) a corporation, as a type of entity to which *CIRO requirements* apply, includes unincorporated entities if the context is appropriate, and

(iv) provinces include all provinces and territories of Canada.

(2) If the context requires, words in the singular may include the plural and words in the plural may include the singular.

(3) All times referred to in *CIRO requirements* are Eastern Standard Time, or Eastern Daylight Savings Time when in effect, unless stated otherwise.

(4) In the event of any dispute as to the intent or meaning of any provisions within the *CIRO requirements*, the interpretation of the *Board* is final, subject to any review or appeal procedures that may be available.

1104. Delegation

(1) If a *CIRO requirement* requires an *individual* at a *Dealer Member* to perform a function, that *individual* may delegate the tasks or activities involved in performing the function to another *individual* at the *Dealer Member* unless the *CIRO requirements* specifically prohibit such delegation.

(2) An *individual* who delegates tasks or activities under subsection 1104(1) cannot delegate responsibility for the function, including the proper performance of the function.

(3) A *Dealer Member* must establish a system of supervision and compliance controls sufficient to provide reasonable assurance the delegated tasks, activities, and the function are properly performed.

1105. Automation

(1) If a *CIRO requirement* requires an *individual* at a *Dealer Member* to perform a function, the *Dealer Member* may automate tasks or activities that assist in the *individual's* performance of the function, subject to subsection 2246(2).

(2) An *individual* for whom the *Dealer Member* automates tasks or activities under subsection 1105(1) must:

(i) understand how the automated tasks and activities work, and

(ii) ensure proper performance of the related function.

(3) A *Dealer Member* that automates tasks or activities must establish a system of supervision and compliance controls sufficient to provide reasonable assurance the automated tasks, activities, and the function are properly performed.

1106. Electronic signatures

(1) Subject to *applicable laws*, a *Dealer Member* may use an electronic or digital signature where a signature is required by the *CIRO requirements* for an agreement, contract or transaction between a *Dealer Member* and its clients, *Approved Persons*, *CIRO*, other *Dealer Members* or any other *person* unless specifically prohibited.

1107. Transitional provision

(1) *CIRO* is the corporation continuing from the amalgamation effective January 1, 2023 of the Investment Industry Regulatory Organization of Canada and the Mutual Fund Dealers Association of Canada and as a result, for greater certainty:

(i) any reference in these *Rules* to *CIRO* includes the Investment Industry Regulatory Organization of Canada and the Mutual Fund Dealers Association of Canada prior to January 1, 2023,

(ii) any *person* subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada prior to January 1, 2023 remains subject to the jurisdiction of *CIRO* in respect of any action or matter that occurred while that *person* was subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada at the time of such action or matter,

(iii) any *individual* that was an Approved Person under the Investment Industry Regulatory Organization of Canada requirements or the Mutual Fund Dealers Association of Canada requirements immediately prior to January 1, 2023 continues to be an *Approved Person* in respect of these *Rules* if that *individual* has not ceased to be approved by *CIRO*, and

(iv) the provisions of the articles, by-laws, rules, policies and any other instrument or requirement prescribed or adopted by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada pursuant to such articles, by-laws, rules or policies, any approval, ruling or order granted or issued by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada, in each case while a *person* was subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada will continue to be applicable, whether presently effective or effective at a later date, to that *person* in accordance with their terms and may be enforced by *CIRO*.

(2) Any exemption from a *Rule* of *CIRO*, including for greater certainty, an exemption granted by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada, in effect prior to the coming into effect of these *Rules* shall remain in effect subsequent to the coming into effect of these *Rules*:

(i) subject to any condition included in the exemption, and

(ii) provided that the applicable prior rule of *CIRO* on which the exemption is based, substantially continues in these *Rules*.

(3) *CIRO* shall continue the regulation of *persons* subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada that was formerly conducted by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada, including any enforcement or review proceedings, in accordance with the by-laws, rules and policies of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada, and any other instrument or requirement prescribed or adopted by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada pursuant to such by-laws, rules or policies, in each case in effect at the time of any action or matter that occurred while that *person* was subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada.

(4) Each *individual* who on December 31, 2022 was a member of the Hearing Committee of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada shall be automatically deemed to be a member of a District Hearing Committee of *CIRO* as of January 1, 2023 and the term of each such *individual* as a member of a District Hearing Committee of *CIRO* shall expire on the date that his or her term as a member of the Hearing Committee of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada would have expired or at such other time as the *Appointments Committee* of *CIRO* shall otherwise determine**.**

(5) Any enforcement or review proceedings commenced by the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada in accordance with their respective rules prior to January 1, 2023:

(i) in respect of which a hearing panel has been appointed, shall proceed in accordance with the by-laws, decisions, directions, policies, regulations, rules, rulings and practice and procedure of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada in effect and applicable to such enforcement or review proceeding at the time it was commenced and shall continue to be heard by the same hearing panel, and

(ii) in respect of which a hearing panel has not been appointed, shall proceed in accordance with the by-laws, decisions, directions, policies, regulations, rules, rulings and practice and procedure of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada, in effect and applicable to such enforcement or review proceeding at the time it was commenced, provided that, despite any provision of the by-laws, decisions, directions, policies, regulations, rules, rulings or practice and procedure of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada in effect and applicable to such enforcement or review proceeding, these *Rules* shall apply to the appointment of the hearing panel.

1108. – 1199. Reserved.

1201. Definitions

(1) Some terms used throughout the *CIRO requirements* are defined in subsection 1201(2). Additional terms are set out in *CIRO* General By-law No. 1, and Form 1. Terms that are used only in a single Rule are defined in that Rule.

Any term not defined in subsection 1201(2), in *CIRO* General By-law No. 1, Form 1 or in a specific Rule, which is defined in *securities laws*, has the same meaning as provided for in *securities laws*.

When a prescribed or adopted policy defines a term that the *CIRO requirements* also defines, the definition contained in the policy prevails to the extent of any inconsistency, when interpreting that policy.

(2) The following terms have the meanings set out when used in the *CIRO requirements:*

"acceptable clearing corporation" (*chambre de compensation agréée*)	The same meaning as set out in Form 1, General Notes and Definitions.
"acceptable counterparty" (*contrepartie agréée*)	The same meaning as set out in Form 1, General Notes and Definitions.
"acceptable exchange" (*bourse agréée*)	The same meaning as set out in Form 1, General Notes and Definitions.
"acceptable institution" *(institution agréée)*	The same meaning as set out in Form 1, General Notes and Definitions.
"acceptable foreign marketplace" (*marché étranger agréé*)	Any entity operating as: (i) an exchange, or a quotation and trade reporting system, or an alternative trading system for *securities* or *derivatives* transactions that is subject to legislation and oversight by a central or regional government authority in the country of operation, or (ii) a quotation and trade reporting system, or an alternative trading system for *securities* or *derivatives* transactions that is subject to the rules of a self-regulatory organization, which is subject to legislation and oversight by a central or regional government authority in the country of operation. The legislation or oversight regime must provide for or recognize the exchange's, or the quotation and trade reporting system's, or the alternative trading system's powers of compliance and enforcement over its members or participants.
"acceptable securities location" (*lieu agréé de dépôt de titres*)	The same meaning as set out in Form 1, General Notes and Definitions.

"actively engaged in the business of the Dealer Member" (*participer activement aux activités du courtier membre* and its derived forms)	Participating in the *Dealer Member's* regular business activities, operations or promotion of a *Dealer Member's* services. It does not include participating in board or board corporate governance committee meetings or occasional referrals to the *Dealer Member* that were not solicited on the *Dealer Member's* behalf.
"advertisement" (*publicité*)	Any commercials, commentaries and other published materials promoting a *Dealer Member's* business, including materials disseminated or made available electronically.
"advisory account" (*compte avec conseils*)	An account which is subject to a suitability determination where: (i) the client is responsible for all investment decisions but is able to rely on advice given by a *Registered Representative*, and (ii) the *Dealer Member* and the *Registered Representative* are responsible for all advice given.
"advisory capacity" (*qualité de conseiller*)	Providing advice to an issuer in return for *remuneration* other than trading advice or related services.
"affiliate" (membre du même groupe)	Where used to indicate a relationship between two corporations, means: (i) one corporation is a *subsidiary* of the other corporation, (ii) both corporations are *subsidiaries* of the same corporation, or (iii) both corporations are *controlled* by the same *person*.
"agent" (*mandataire*)	An *individual* who is subject to the principal and agent relationship requirements set out in Rule 2300.
"applicable laws" (*lois applicables*)	All laws, statutes, ordinances, regulations, rules, orders, judgments, decrees or other regulatory directions, applicable to a *Regulated Person* or its employees, partners, directors or officers, in the conduct of their business.
"Appointments Committee" (*comité des nominations*)	A committee composed of: (i) four members of the Governance Committee established by the *Board*, including its Chair, as set out in General By-law No. 1, section 12.2, (ii) two Non-Independent Directors of the *Board* as set out in General By-law No. 1, section 1.1, and (iii) the President of *CIRO* as set out in General By-law No. 1, section 1.1.
"approved investor" (*investisseur autorisé*)	An *industry investor* (defined in clause 2102(1)) or any other *person* who requires the approval of *CIRO* to invest in a *Dealer Member*.
"approved ombudsman service" *(service d'ombudsman approuvé)*	An ombudsman service approved by the *Board* in accordance with subsection 9503(1).

"Approved Person" (*Personne autorisée*)	An *individual* who is: (i) for *Investment Dealer Members,* approved by *CIRO* to carry out a function for an *Investment Dealer Member*, namely, the following *individuals*: *Associate Portfolio Manager*, *Chief Compliance Officer*, *Chief Financial Officer*, *Director*, *Executive*, *Investment Representative*, *Portfolio Manager*, *Registered Representative*, *Supervisor*, *Trader*, and *Ultimate Designated Person* or (ii) for *Mutual Fund Dealer Members*, approved by *CIRO* to carry out a function for a *Mutual Fund Dealer Member*, namely, the following *individuals*: *Chief Compliance Officer* *Chief Financial Officer,* *Director*, *Executive*, *Registered Representative,* *Supervisor*, and *Ultimate Designated Person*
"associate" (*lien*)	The same meaning as set out in General By-law No. 1, section 1.1.
"Associate Portfolio Manager" (*Gestionnaire de portefeuille adjoint*)	An *individual* designated by the *Investment Dealer Member* and approved by *CIRO* to provide discretionary portfolio management for *managed accounts* under the supervision of a *Portfolio Manager*.
"beneficial owner" *(propriétaire véritable)*	A *person* who has *beneficial ownership* of *securities*.
"beneficial ownership" (*propriété véritable*)	Beneficial ownership of *securities* includes ownership: (i) of *securities* by: (a) a corporation, or (b) *affiliates* of a corporation, that is controlled by a *person*, or (ii) by a corporation of *securities* beneficially owned by the *affiliates* of the corporation.
"Board" (*conseil*)	The same meaning as set out in General By-law No. 1, section 1.1.

"bundled order" (*ordre groupé*)	The same meaning as set out in Universal Market Integrity Rule 1.1.
"business day" (*jour ouvrable*)	A day other than Saturday, Sunday and any statutory holiday in the relevant *District*.
"business location" (*établissement*)	A branch office or other location where an activity that requires registration or *CIRO* approval is carried out by or on behalf of a *Dealer Member* and includes a residence if regular and ongoing activity that requires registration or approval is carried out from the residence or if *records* relating to an activity that requires registration or approval are kept at the residence.
"carrying broker" (*courtier chargé de comptes*)	A *Dealer Member* that carries client accounts for another *Dealer Member*, which includes the clearing and settlement of trades, the maintenance of *records* of client transactions and accounts, and the custody of client cash, *securities*, precious metals bullion and other property, in accordance with the requirements set out in Rule 2400.
In CIRO Bulletin 25-0277 we propose adding the following new definition to IDPC Rules which, once approved, we will incorporate into CIRO Rule subsection 1201(2):	
"cash loan" *(prêt d'espèces)*	A cash loan receivable or a cash loan payable as defined in Form 1, Schedules 1 and 8.
"CDS" (*CDS*)	CDS Clearing and Depository Services Inc.
"chartered bank" (*banque à charte*)	A bank incorporated under the Bank Act (Canada).
"Chief Compliance Officer" (*Chef de la conformité*)	An *individual* who is approved by *CIRO* to act as the chief compliance officer of a *Dealer Member*
"Chief Financial Officer" (*Chef des finances*)	An *individual* who is approved by *CIRO* to act as the chief financial officer of a *Dealer Member*.
"CIRO" (*OCRI*)	The same meaning as the term Corporation as set out in General By-law No. 1, section 1.1.
"CIRO Membership Disclosure Policy" *(Politique de communication de la qualité de membre de l'OCRI)*	The policy setting out *CIRO*'s Membership disclosure requirements for *Dealer Members*, as made available on *CIRO's* website.
"CIRO requirements" (*exigences de l'OCRI*)	Requirements set out within *CIRO's Rules*, along with all other instruments prescribed or adopted within *CIRO's Rules*, and related *CIRO* rulings.
"clearing day" (*jour de compensation*)	Any day *CDS* or another *acceptable clearing corporation* is open for business.

"client communication" *(communication avec un client)*	Any communication, including communications disseminated or made available electronically: (i) prepared for distribution to a single current or prospective client, and (ii) not prepared for distribution to multiple clients or the general public, including trade confirmations and account statements, other than *advertisements* and *sales communications*.
"client name" *(au nom du client)*	Any cash, *securities* or other client property that is held in the name of and by a *person* other than the *Dealer Member*, its agent or custodian.
"control" (*contrôle*)	Where used to indicate control of a corporation, means a *person* who has *beneficial ownership* of voting *securities* in the corporation that carry more than 50% of the votes for election of directors of the corporation and such votes allow the *person* to elect a majority of the directors; but if the *Board* orders that a *person* does or does not control the corporation under the *CIRO requirements*, that order defines their relationship under the *CIRO requirements*.
"cybersecurity incident" (*incident de cybersécurité*)	Any act to gain unauthorized access to, disrupt, or misuse a *Dealer Member's* information system, or information stored on such information system, that has resulted in, or has a reasonable likelihood of resulting in: (i) substantial harm to any *person*, (ii) a material impact on any part of the normal operations of the *Dealer Member*, (iii) invoking the *Dealer Member's* business continuity plan or disaster recovery plan, or (iv) the *Dealer Member* being required under any *applicable laws* to provide notice to any government body, *securities regulatory authority* or other *SRO*.
Dealer Member (*courtier membre*)	The same meaning as set out in General By-law No. 1, section 1.1.
"Dealer Member related activities" (*activités liées aux fonctions de courtier membre*)	Acting as a *Dealer Member*, or carrying on business that is necessary or incidental to being a *Dealer Member*. The *Board* may include or exclude any activities from this definition.
"Dealer Member's auditor" (*auditeur du courtier membre*)	An auditor on *CIRO* approved list of accounting firms chosen by the *Dealer Member* to be its auditor.
"debt security" (*titre de créance*)	Any *security* that provides the holder with a legal right, in specified circumstances, to demand payment of the amount owing and includes a debtor-creditor relationship. The term includes *securities* with short-term maturities or mandatory tender periods such as commercial paper and floating rate notes as well as traditional notes and bonds.

"derivative" (*dérivé*)	A contract or an instrument classified as: (i) an option, swap, futures contract, forward contract, futures contract option, contract for difference, or (ii) any other financial or commodity contract or instrument whose market price, value, delivery obligations, payment obligations or settlement obligations are derived from, referenced to or based on an underlying interest, including a value, price, rate, variable, index, event, probability or thing, but does not include a contract or instrument determined by *CIRO* to be classified in a category other than a *derivative*.
"designated rating organization" (*agence de notation désignée*)	The same meaning as set out in Form 1, General Notes and Definitions.
"direct electronic access account" (*compte avec accès électronique direct*)	An *Investment Dealer Member* account which is not subject to suitability determination (other than as required by clauses 3402(3)(i) and 3403(4)(i)) where: (i) the client has been provided with direct electronic access within the meaning of National Instrument 23-103, (ii) the *Investment Dealer Member* provides no recommendations to purchase, sell, hold or exchange any *security*, including any class of *security* or *security* of a class of issuer, or transact in any *derivative*, and (iii) the *Investment Dealer Member* complies with the Universal Market Integrity Rule requirements applicable to the direct electronic access service offering and the requirements of NI 23-103.
"Director" (*Administrateur*)	An *individual* who is a member of a *Dealer Member's* board of directors or who fulfills similar functions at a *Dealer Member* that is not a corporation and is approved by *CIRO* to act as a *Director*.
"discretionary account" (*compte carte blanche*)	An *Investment Dealer Member* account which is subject to the suitability determination and over which the client has given discretionary authority where: (i) the *Investment Dealer Member* has not solicited the discretionary authority, (ii) the discretionary authority is accepted to accommodate a client who is frequently or temporarily unavailable to authorize trades, (iii) the discretionary authority has not been renewed, and (iv) the term of the discretionary authority does not exceed 12 months.
"District" (*section*)	The same meaning as set out in General By-law No. 1, section 1.1.

"domestic gross customer margin model" (*modèle national fondé sur les marges brutes des clients*)	A framework to comply with a *futures segregation and portability customer protection regime* where the amount of margin that a *Dealer Member* must post on behalf of its clients to a clearing corporation in Canada is the sum of the amounts of margin required for each client.
"early warning excess" (*excédent au titre du signal précurseur*)	The same meaning as set out in Form 1, Statement C.
"early warning reserve" (*réserve au titre du signal précurseur*)	The same meaning as set out in Form 1, Statement C.
"employee" (*employé*)	An employee or *agent* of a *Dealer Member*.
"Enforcement Staff" (*personnel de la mise en application*)	*CIRO* staff who are authorized to conduct enforcement activities on behalf of *CIRO*, including conducting *investigations* and initiating and conducting disciplinary proceedings.
"equity security" (*titre de capitaux propres*)	An interest, investment or *security* in a corporation in respect of which the holder has no legal right to demand payment until the corporation or its board of directors has passed a resolution declaring a dividend or other distribution or a winding up of the corporation.
"Executive" (*Membre de la haute direction*)	An *individual* who is involved in the *Dealer Member's* senior management who is responsible for matters regulated by *CIRO*, and is approved by *CIRO* to act as an executive, including anyone approved by *CIRO* to act as a *Chief Compliance Officer*, *Chief Financial Officer*, *Ultimate Designated Person*, or any other position that the *Dealer Member* designates as an executive position.
In CIRO Bulletin 25-0277 we propose adding the following new definition to IDPC Rules which, once approved, we will incorporate into CIRO Rule subsection 1201(2):	
"financing arrangement" (*financement*)	A *cash loan*, a *securities loan*, a *repurchase agreement*, or a *reverse repurchase agreement*.
"free credit balance" (*solde créditeur disponible*)	Free credit balance means: (i) for cash and margin accounts, the credit balance less an amount equal to the aggregate of: (a) the *market value* of short positions, and (b) margin required on those short positions, and (ii) for futures accounts, the credit balance less an amount equal to the aggregate of: (a) margin required to carry open futures contracts or futures contract option positions, less (b) any equity in those contracts, plus (c) any deficits in those contracts. However, the aggregate amount must not exceed the dollar amount of the credit balance.

"futures segregation and portability customer protection regime" (*régime de séparation et de transférabilité des contrats à terme standardisés pour la protection des clients*)	A set of rules and procedures that enable a clearing corporation to operate according to the standards outlined in Principle 14 of the Principles for Financial Market Infrastructures published by the Bank for International Settlements and the International Organization of Securities Commissions, regarding client futures positions and collateral that support these positions.
"Global Legal Entity Identifier System" (*Système d'identifiant international pour les entités juridiques*)	The same meaning as set out in Universal Market Integrity Rule 1.1.
"guarantee" (*cautionnement*)	An agreement to be responsible for the liabilities of a *person* or to provide *security* for a *person*; and includes an agreement to: (i) purchase an investment, property or services, (ii) to supply funds, property or services, or (iii) to make an investment, if the agreement's main purpose is to allow a *person* to perform its obligations under a *security* or investment, or to assure an investor in a *security* that the *person* will perform its obligations.
"hearing" (*audience*)	A hearing in connection with a proceeding, proposed proceeding or other matter under the *CIRO requirements*, other than a *prehearing conference* (defined in section 8402).
"hearing committee" (*comité d'instruction*)	A hearing committee of a *District* appointed under Rule 8300.
"Hearings Office" (*Bureau des audiences*)	*CIRO* staff, other than *Enforcement Staff*, who are authorized to administer enforcement and other proceedings ensuring integrity and procedural fairness under the *CIRO requirements*.
"hearing panel" (*formation d'instruction*)	A panel selected by the *Hearings Office* to conduct a *hearing* or *prehearing conference* (defined in section 8402).

"hedger" (*opérateur en couverture*)	A non-*individual* or sole proprietorship that: (i) is exposed to one or more risks as a necessary part of its business activities, and (ii) seeks to hedge such risk by engaging in *derivatives* transactions where: (a) the underlying interest for the transactions is the same as or materially related to the underlying interest for the risk, (b) the intended effect of the transactions is to: (I) eliminate or reduce the risk related to fluctuations in the *market value* of the underlying interest or position being hedged, or (II) substitute the risk associated with one currency for the risk associated with another currency, provided the aggregate amount of currency risk to which the hedger is exposed is not increased by the substitution, and (c) there are reasonable grounds to believe that the *market value* changes in the positions resulting from the transactions will completely or materially offset *market value* changes in the underlying interest or position being hedged.
"holding company" (*société de portefeuille*)	Of a corporation means either: (i) another corporation that owns: (a) more than 50% of each class or series of the voting *securities*, and (b) more than 50% of each class or series of the participating *securities*, either directly in the corporation or in the holding company of that corporation, but does not include: (ii) an *industry investor* (defined in clause 2102(1)(i)) that owns the corporation's *securities* in the capacity of an *industry investor*, or (iii) a corporation that *CIRO* has ordered is not a holding company of that corporation.
"individual" (*personne physique*)	A natural person.
"industry member" (*membre représentant le secteur*)	A current or former director, *officer*, partner or employee of a *Member* or *Regulated Person*, or an *individual* who is otherwise suitable and qualified for appointment to a *hearing committee.*

"institutional client" (*client institutionnel*)	A *person* who is: (i) an *acceptable counterparty*, (ii) an *acceptable institution*, (iii) a *regulated entity*, (iv) a registrant under *securities law*, other than an *individual* registrant, (v) a non-*individual* with total *securities* and precious metals bullion under administration or management exceeding $10 million, (vi) an *individual* with total *securities* and precious metals bullion under administration or management exceeding $10 million who requests and consents to being classified as an institutional client, or (vii) a *hedger* who requests and consents to being classified as an institutional client for accounts with qualifying hedging activities and hedge positions.
"internal controls" (*contrôles internes*)	The financial and operational policies and procedures established, maintained and applied by the *Dealer Member's* management to provide reasonable assurance of the orderly and efficient conduct of the *Dealer Member's* business.
"inter-dealer bond broker" (*courtier intermédiaire en obligations*)	A *person* that provides information, trading and communications services for domestic *debt securities* trading among *inter-dealer bond broker clients* (defined in section 7302).
"introducing broker" (*remisier*)	A *Dealer Member* that introduces its client accounts to one or more *carrying brokers*, in accordance with the requirements set out in Rule 2400.
"investigation" (*enquête*)	The powers of *CIRO* to initiate and conduct enforcement investigations as set out in Rule 8100.
"investment product" (*produit de placement*)	A product that: (i) is a *security*, (ii) is a *derivative*, or (iii) is precious metals bullion.
"Investment Dealer Member" *(courtier membre en placement*)	A *Member* that is registered as an investment dealer in accordance with *securities law*.
"Investment Representative" *(Représentant en placement)*	An *individual*, approved by *CIRO*, to trade in, but not advise on, *securities*, or *derivatives*, on the *Investment Dealer Member's* behalf, including where that *individual* deals only in mutual funds.
"IPF" or "Investor Protection Fund" *(FPI* or *Fonds de protection des investisseurs)*	The same meaning as set out for the term IPF in General By-law No. 1, section 1.1.
"IPF Disclosure Policy" *(Politique de communication de l'adhésion au FPI)*	The policy setting out the *Investor Protection Fund's* membership disclosure requirements, as made available on *IPF*'s website.

“Legal Entity Identifier” *(identifiant pour entités juridiques)*	A unique identification code assigned to a *person* in accordance with standards set by the *Global Legal Entity Identifier System*.
"Legal Entity Identifier System Regulatory Oversight Committee" *(Comité de surveillance réglementaire du Système d’identifiant international pour les entités juridiques)*	The same meaning as set out in the Universal Market Integrity Rule 1.1.
“listed derivative” (*dérivé coté*)	A *derivative* that is traded on a marketplace pursuant to standardized terms and conditions set out by that marketplace and whose trades are cleared and settled by a clearing agency.
“listed security” *(titre coté)*	The same meaning as set out in Universal Market Integrity Rule 1.1.
“managed account” *(compte géré)*	An account which is subject to a suitability determination where: (i) investment decisions are made on a continuing basis by a *Portfolio Manager* or an *Associate Portfolio Manager* or a third party hired by the *Investment Dealer Member*, and (ii) the *Investment Dealer Member,* or a third party hired by the *Investment Dealer Member,* and the *Portfolio Manager* or *Associate Portfolio Manager* are responsible for all investment decisions made.
“manipulative and deceptive activities” *(activités manipulatrices ou trompeuses)*	Any manipulative or deceptive methods, act or practice in connection with any order or trade on a marketplace, and includes the entry of an order or the execution of a trade that would create or could reasonably be expected to create: (i) a false or misleading appearance of trading activity in or interest in the purchase or sale of a *security*, or transaction in a *derivative*, or (ii) an artificial ask price, bid price or sale price for the *security*, or the transaction in a *derivative*, or a related *security*.
“Marketplace” *(marché)*	The same meaning as set out in General By-law No. 1, section 1.1.
“Marketplace Member” *(marché membre)*	The same meaning as set out in General By-law No. 1, section 1.1.

"market value" *(valeur marchande)*	(i) For the purposes of the monthly, quarterly, and annual reporting for *investment products*: (a) quoted on an active market, the published price quotation using: (I) for *listed securities*, the last bid price of a long *security* and, correspondingly, the last ask price of a short *security*, as shown on a consolidated pricing list or marketplace quotation sheet as of the close of business on the relevant date or last trading date prior to the relevant date, as the case may be, (II) for unlisted investment funds, the net asset value provided by the manager of the fund on the relevant date, (III) for all other unlisted *securities* (including unlisted *debt securities*) and precious metals bullion, a value determined as reasonable from published market reports or inter-dealer quotation sheets on the relevant date or last trading day prior to the relevant date, or, in the case of *debt securities*, based on a reasonable yield rate, (IV) for money market fixed date repurchases (no borrower call feature), the price determined by applying the current yield for the *security* to the term of maturity from the repurchase date. This will permit calculation of any profit or loss based on the market conditions at the reporting date, (V) for money market open repurchases (no borrower call feature), the price determined as of the reporting date or the date the commitment first becomes open, whichever is the later. The value is to be determined as in paragraph (i)(a)(IV) of this definition and the commitment price is to be determined in the same manner using the yield stated in the repurchase commitment, and (VI) for money market repurchases with borrower call features, the borrower call price, (VII) for *listed derivatives*, the market value or settlement price on the relevant date or last trading day prior to the relevant date, (VIII) for *over-the-counter derivatives*, a value determined as reasonable by considering: (A) the market value or settlement price of the equivalent *listed derivative*, if available; and (B) values from published market reports or inter-dealer quotation sheets on the relevant date or last trading day prior to the relevant date, and after making any adjustments considered by the *Dealer Member* to be necessary to accurately reflect the market value,

	(b) where a reliable price cannot be determined: (I) the value determined by using a valuation technique that includes inputs other than published price quotations that are observable for the *investment product*, either directly or indirectly, or (II) where no observable market data-related inputs are available, the value determined by using unobservable inputs and assumptions, or (III) where insufficient recent information is available or there is a wide range of possible values and *position cost* (defined in subsection 3802(1)) represents the best value estimate within that range: (A) *position cost,* and (B) where disclosure of market value information in a client report or account statement is required, the *Dealer Member* must include the following notification or a notification that is substantially similar: "There is no active market for this [specify the *investment product*] so we have estimated its market value." (c) where a value cannot be reliably determined under subclauses (i)(a) and (i)(b) of this definition: (I) no value shall be reported, and (II) where disclosure of market value information on a client report or account statement is required, the *Dealer Member* must include the following notification or a notification that is substantially similar: "Market value not determinable." (ii) For the purposes of the daily and intra-day reporting for *investment products*: (a) that are quoted on an active market, the value determined according to subclause (i)(a) of this definition, (b) where a reliable price cannot be determined and: (I) the position has been recently valued in accordance with the *Dealer Member*'s valuation policies and procedures, the last value calculated for the position, or (II) the position has not been recently valued, the value and, if applicable, disclosure determined according to subclause (i)(b) of this definition, (c) where a value cannot be reliably determined under subclauses (ii)(a) and (ii)(b) above, the value and, if applicable, disclosure determined according to subclause

	(i)(c) of this definition.
"Member" *(membre)*	The same meaning as set out in General By-law No. 1, section 1.1.
"Membership" (*qualité de membre*)	*CIRO* membership.
"Monitor" (*Administrateur provisoire*)	A *person* appointed under section 8209 or 8212 to monitor a *Regulated Person's* business and affairs and to exercise powers granted by a *hearing panel*.
"monthly financial report" *(rapport financier mensuel)*	A subset of Form 1 statements and schedules that must be completed by the *Dealer Member* and filed with *CIRO* on a monthly basis.
"multiple client order" *(ordre clients multiples)*	The same meaning as set out in Universal Market Integrity Rule 1.1.
"Mutual Fund Dealer Member" (*courtier membre en épargne collective*)	A *Member* that is registered as a mutual fund dealer in accordance with *securities law* and is not also registered as an investment dealer.
"nominee name" *(au nom d'une personne interposée)*	Any cash, *securities* or other client property, other than client cash held in a trust account of a *Dealer Member*, that is held in the name of the *Dealer Member*, its agent or custodian, for the benefit of the client.
"non-client accounts" or "non-client orders" *(compte non-client* or *ordre non-client)*	Accounts or orders in which the *Dealer Member* or an *Approved Person* has a direct or indirect interest other than the commission charged.
"officer" (*dirigeant*)	A *Dealer Member's* chair or vice-chair of the board of directors, chief executive officer, president, chief administrative officer, chief compliance officer, chief financial officer, chief operating officer, vice-president, secretary, any other person designated an officer of a *Dealer Member* by law or similar authority, or any person acting in a similar capacity on behalf of a *Dealer Member*.
"order execution only account" (*compte sans conseils*)	An account which is not subject to a suitability determination (other than as required by clauses 3402(3)(i) and 3403(4)(i)) where: (i) the client is solely responsible for making all investment decisions, and (ii) the *Investment Dealer Member* provides no recommendation to purchase, sell, hold or exchange any *security*, including any class of *security* or *security* of a class of issuer, or transact in any *derivative*.
"over-the-counter derivative" (*dérivé de gré à gré*)	Any *derivative* other than a *listed derivative*.
"Participant" (*participant*)	The same meaning as set out in Universal Market Integrity Rule 1.1.
"party" (*partie*)	A party to a proceeding under the *CIRO requirements*, including *Enforcement Staff* and *CIRO* staff.

"person" (*personne*)	An *individual*, a partnership, a corporation, a government or any of its departments or agencies, a trustee, an incorporated or unincorporated organization, an incorporated or unincorporated syndicate or an *individual's* heirs, executors, administrators or other legal representatives.
"Portfolio Manager" (*Gestionnaire de portefeuille*)	An *individual* designated by the *Investment Dealer Member* and approved by *CIRO* to provide discretionary portfolio management for *managed accounts*.
"public member" (*membre représentant le public*)	A public member in relation to a *hearing committee* means: (i) a current or former member of the law society of a province in a relevant *District*, other than Québec, who is in good standing at the law society, or (ii) in Québec, a current or former member of the Barreau du Québec, who is in good standing at the Barreau.
"recognized foreign regulatory organization" (*organisme de réglementation étranger reconnu*)	A foreign regulatory organization including a foreign self-regulatory organization, which offers reciprocal treatment to Canadian applicants and which has been recognized by *CIRO* as such.
"records" (*documentation* or *dossiers*)	Books, records, audio and video recordings, client files and other documentation, including information electronically stored or records by any other means, related to the *Regulated Person's* business.
"Region" (*région*)	The same meaning as set out in General By-law No. 1, section 1.1.
"Regional Council" (*conseil régional*)	The same meaning as set out in General By-law No. 1, section 1.1.
"Registered Representative" *(Représentant inscrit)*	An *individual* who is: (i) approved by *CIRO*, to trade, or advise on trades, in *securities* or *derivatives* with the public in Canada, on the *Investment Dealer Member*'s behalf, including where that *individual* deals only in mutual funds or only with *institutional clients*; or (ii) approved by *CIRO,* to trade, or advise on trades, in mutual funds with the public in Canada, on the *Mutual Dealer Member*'s behalf.
"regulated entity" (*entité réglementée*)	The same meaning as set out in Form 1, General Notes and Definitions.
"Regulated Persons" (*personnes réglementées*)	The same meaning as set out in General By-law No. 1, section 1.1.

"related company" (*société liée*)	A sole proprietorship, partnership or corporation that is a *Dealer Member* and is related to another *Dealer Member* because: (i) it, or its executives, directors, *officers*, shareholders or *employees* (individually or collectively) have at least a 20% ownership interest in the other *Dealer Member*, or (ii) the other *Dealer Member*, or its executives, directors, *officers*, shareholders or *employees* (individually or collectively) have at least a 20% ownership interest in it, where the ownership interest includes an interest as a partner or shareholder, either directly or indirectly, or an interest through one or more *holding companies*. But if the *Board* has ordered that two *persons* are, or are not, related companies under the *CIRO requirements*, that order defines their relationship under the *CIRO requirements*.
"remuneration" (*rémunération*)	Any benefit or consideration, including goods and services, monetary or otherwise that could be provided to or received by a *person*.
"repurchase agreement" (*mise en pension*)	An agreement to sell and repurchase *securities*.
"research report" (*rapport de recherche*)	Any written or electronic communication for distribution to clients or prospective clients containing an *analyst's* recommendation about the purchase, sale or holding of a *security*, excluding any government *debt security* or any government guaranteed *debt security*.
"respondent" (*intimé*)	A *person* who is the subject of a proceeding or settlement under *CIRO requirements*.
"reverse repurchase agreement" (*prise en pension*)	An agreement to purchase and resell *securities*.
"retail client" (*client de détail*)	A client that is not an *institutional client*.
"risk adjusted capital" (*capital régularisé en fonction du risque*)	The capital level maintained by a *Dealer Member*, calculated in accordance with Form 1.
"Rules" (*Règles*)	The same meaning as set out in General By-law No. 1, section 1.1.
"Rules of Procedure" (*Règles de procédure*)	The rules of practice and procedure under Rule 8400.
"safekeeping" (*garde*)	The holding of *securities*, precious metals bullion and other like assets by a *Dealer Member* for a client in accordance with the requirements set out in Part A of Rule 4400.

"sales communication" (*outil de commercialisation*)	Any communication, including communications disseminated or made available electronically: (i) designed for or used in a presentation to a client or prospective client, which contains a recommendation relating to: (a) a purchase, sale, withdrawal, exchange or transfer-out of a *security* or precious metals bullion position, or (b) a *derivative* transaction, or (c) a *trading strategy*, which includes: (ii) communications that are either given or shown to a client or prospective client, but does not include: (iii) *advertisements* and *client communications,* and (iv) preliminary prospectuses and prospectuses.
"sanction" (*sanction*)	A penalty imposed by a *hearing panel* or a penalty or other measure imposed under a *settlement agreement*.
"securities laws" (*lois sur les valeurs mobilières*)	Any laws about trading, distributing, advising or any other related activities in *securities* or *derivatives* in Canada enacted by the government of Canada or any province or territory in Canada and all regulations, rules, orders, judgments and other regulatory directions relating to such laws.
In CIRO Bulletin 25-0277 we propose adding the following new definition to IDPC Rules which, once approved, we will incorporate into CIRO Rule subsection 1201(2):	
"securities loan" *(prêt de titres)*	A *securities* borrow or a *securities* loan arrangement as defined in Form 1, Schedules 1 and 8.
"securities regulatory authority" (*autorité en valeurs mobilières*)	In any jurisdiction in Canada, the commission, *person* or other authority authorized to administer *securities laws*.
"securities and derivatives related business" (*fonctions liées aux valeurs mobilières et aux dérivés*)	Any business or activity (whether or not carried on for gain) engaged in, directly or indirectly, which constitutes trading or advising in *securities* or *derivatives* for the purposes of *securities laws*, including for greater certainty, offers and sales pursuant to exemptions under *securities laws*.
"security" (*valeur mobilière* or *titre*)	A security as defined within the relevant *securities law* other than a *derivative*.
"segregation" (*dépôt fiduciaire de titres* or *dépôt fiduciaire*)	A practice whereby a *Dealer Member* holds in trust client *securities,* precious metals bullion and other like assets that are: (i) held free and clear of any charge, lien, claim or encumbrance of any kind, (ii) ready for delivery to a client on demand, and (iii) held separate from the *Dealer Member's* own holdings.
"settlement agreement" *(entente de règlement)*	A written agreement between *CIRO* staff and a *respondent* to settle a proceeding or proposed proceeding under Rule 8200.

"settlement hearing" (*audience de règlement*)	A *hearing* relating to a *settlement agreement*.
"shared office premises" (*partage des bureaux, bureaux partagés, partager des bureaux* and its derived forms)	For the purposes of dealing with *retail clients*, premises shared by a *Dealer Member* with an entity that is: (i) involved in financial activities, whether or not they are *related companies* or *affiliate* companies, and (ii) regulated by a *securities regulatory authority* or by another regulated Canadian financial services regulatory regime such as banking, insurance, deposit -taking or mortgage brokerage activities.
"significant area of risk" (*catégorie de risque importante*)	A function, process or an activity within a *Dealer Member* in which a failure to mitigate or control its risk could lead to material harm to the *Dealer Member's* liquidity, solvency, operational capabilities, clients, client assets and other client positions.
"SRO" (*OAR*)	The same meaning as defined in National Instrument 14-101.
"sub-branch" (*sous-succursale*)	Any branch office having in total less than four *Approved Persons* and supervised by an *Approved Person* as required under *CIRO requirements* who is not normally present at such sub-branch office.
"subordinated debt" (*dette subordonnée*)	Debt that does not entitle the holder to be paid in priority to any senior class of debt.
"subsidiary" (*filiale*)	Subsidiary of an entity means: (i) an entity it *controls*, (ii) a corporation it *controls* and one or more corporations *controlled* by that corporation, or (iii) a corporation *controlled* by two or more corporations it *controls*, and includes a corporation that is a subsidiary of another subsidiary of a corporation.
"Supervisor" (*Surveillant*)	An *individual* given responsibility and authority by a *Dealer Member*, and approved by *CIRO*, to manage the activities of the *Dealer Member* or the *Dealer Member's Approved Persons* or *employees* to provide reasonable assurance they comply with the *CIRO requirements* and *securities laws*.
"temporary hold" (*blocage temporaire*)	A hold that is placed on the purchase or sale of a *security* on behalf of a client or on the withdrawal or transfer of cash or *securities* from a client's account.
"total margin required" (*marge obligatoire totale*)	The same meaning as set out in Form 1, Statement B.
"trade name" (*nom commercial*)	A name a *Dealer Member* or *Approved Person* uses to conduct business and includes a group name under which a *Dealer Member* and its *affiliates* conduct business.
"Trader" (*Négociateur*)	An *individual*, approved by *CIRO* as a trader, whose activity is restricted to trading through a *Marketplace Member's* trading system, and who may not advise the public.

"trading strategy" (*stratégie de négociation*)	A broad general approach to investments including matters such as the use of specific products, leverage, frequency of trading or a method of selecting particular investments but does not include specific trade or sectoral weighting recommendations.
"Ultimate Designated Person" (*Personne désignée responsable*)	An *individual* who is approved by *CIRO* to be responsible for the conduct of a designated *Dealer Member* and the supervision of its *employees* and to perform the functions for an ultimate designated person described in the *CIRO requirements*.
"written cash and securities loan agreement" (*convention de prêt d'espèces et de titres écrite*)	A written cash loan agreement or *securities* loan agreement, other than an *overnight cash loan agreement* (as defined in section 4602), where the *Dealer Member* receives or pays cash or, provides or receives *securities*, that contains the minimum provisions described in Part B of Rule 4600.
In CIRO Bulletin 25-0277 we propose to repeal the defined term "written cash and securities loan agreement" in the IDPC Rules which, once approved, we will repeal from the CIRO Rules.	

1202. – 1299. Reserved.

RULE 1300 | EXEMPTIONS FROM CIRO REQUIREMENTS

1301. Introduction

(1) Rule 1300 describes the powers of the *Board* or *CIRO* Staff to provide exemptions from the *CIRO requirements.*

1302. Board exemptions from the CIRO requirements

(1) The *Board* may exempt a *Dealer Member*, *Approved Person*, or *Regulated Person* from any of the *CIRO requirements* if satisfied that doing so would not be prejudicial to the interests of *Dealer Member*'s clients, the public, the *Dealer Member* or the *Regulated Person*.

(2) The *Board* may exempt a group of *Dealer Members*, *Approved Persons*, or *Regulated Person*s from any of the *CIRO requirements* if satisfied that doing so would not be prejudicial to the interests of the *Dealer Members*' clients, the public, the *Dealer Members* or the *Regulated Persons*.

(3) In considering an exemption under subsections 1302(1) or 1302(2), the *Board* will proceed as set out under Rule 9400.

(4) In granting an exemption under subsections 1302(1) or 1302(2), the *Board* may impose any terms and conditions it considers necessary.

1303. Staff exemptions from the CIRO requirements

(1) *CIRO* may, pursuant to the power granted under a specific *Rule*, exempt a *Dealer Member*, *Approved Person*, or *Regulated Person* from a particular *CIRO requirement,* if it is satisfied that to do so would not prejudice the interests of the *Dealer Member's* clients, the public, the *Dealer Member* or the *Regulated Person*.

(2) In considering an exemption under subsection 1303(1), *CIRO* will proceed as set out under Rule 9200.

(3) In granting an exemption under subsection 1303(1), *CIRO* may impose any terms and conditions it considers necessary.

1304. – 1399. Reserved.

RULE 1400 | STANDARDS OF CONDUCT

1401. Introduction

(1) Rule 1400 sets out the general standards of conduct that apply to *Regulated Persons*.

1402. Standards of conduct

(1) A *Regulated Person:*

(i) in the transaction of business must observe high standards of ethics and conduct and must act openly and fairly and in accordance with just and equitable principles of trade, and

(ii) must not engage in any business conduct that is unbecoming or detrimental to the public interest.

(2) Without limiting the generality of the foregoing, any business conduct that:

(i) is negligent,

(ii) fails to comply with a legal, regulatory, contractual or other obligation, including the rules, requirements, and policies of a *Regulated Person*,

(iii) displays an unreasonable departure from standards that are expected to be observed by a *Regulated Person*, or

(iv) is likely to diminish investor confidence in the integrity of *securities* or *derivatives* markets,

may be conduct that contravenes one or more of the standards set forth in subsection 1402(1).

1403. Applicability

(1) For purposes of the *CIRO requirements*:

(i) *Dealer Members* are responsible for all acts and omissions of their *Approved Persons*, *employees*, partners, *Directors* and *officers*, and

(ii) non-*Dealer Member* users and subscribers to a *Marketplace* for which *CIRO* is the regulation services provider are responsible for all acts and omissions of their employees, partners, directors, and officers.

(2) In addition to complying with all of the *CIRO requirements*:

(i) an *Approved Person* must avoid any act or omission that would cause their *Dealer Member* to violate any of the *CIRO requirements*, and

(ii) an employee, partner, director or officer of a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider must avoid any act or omission that would cause the user or subscriber to violate any *CIRO requirements*.

(3) For purposes of section 1402, the obligation of *Regulated Persons* that are non-*Dealer Member* users or subscribers of a *Marketplace* for which *CIRO* is the regulation services provider is limited to the obligation to transact business openly and fairly when trading on a *Marketplace* or otherwise dealing in *securities* or *derivatives* that are eligible to be traded on a *Marketplace*.

1404. Policies and procedures

(1) A *Dealer Member* must establish, maintain and apply written policies and procedures regarding the conduct of its business activities and operations.

(2) A *Dealer Member* must establish, maintain and apply written policies and procedures that establish a system of controls and supervision sufficient to provide reasonable assurance the *Dealer Member*, its *employees* and *Approved Persons* comply with *CIRO requirements* and *securities laws*. A *Dealer Member* may establish more stringent policies and procedures than those needed to comply with such requirements.

(3) Guidelines and best practices set out in *CIRO* guidance are generally intended to present acceptable methods that can be used to comply with specific *CIRO requirements*. Unless otherwise indicated, *Dealer Members* may use alternate methods, provided that those methods demonstrably achieve the overall objective of the *CIRO requirements*.

(4) *CIRO* may require a *Dealer Member* to adopt additional or different policies and procedures if the existing policies and procedures are insufficient to comply with *CIRO requirements*.

1405. Evidence of compliance with CIRO requirements

(1) A *Dealer Member* must establish a compliance system for monitoring compliance with *CIRO requirements* and *securities laws*. The compliance monitoring systems must specifically address preventing and detecting violations and include procedures for reporting the results of compliance monitoring to management.

(2) A *Dealer Member* must keep all *records* and evidence of its compliance with *CIRO requirements* that it produces, including supervisory reviews, reports and queries on compliance.

(3) *CIRO* may require a *Dealer Member* to provide it with evidence, satisfactory to *CIRO*, of the *Dealer Member's* compliance with *CIRO requirements.*

1406. Compliance with all applicable laws

(1) A *Dealer Member* must comply with all relevant *CIRO requirements, securities laws* and *applicable laws* that are applicable to the *Dealer Member's* activities.

(2) Where there is an inconsistency between any *CIRO requirements*, *securities laws* and *applicable laws* that apply to the *Dealer Member's* activities, compliance with the most stringent of the *CIRO requirements*, *securities laws* or *applicable laws* is required.

1407. Payment of CIRO fees

(1) A *Dealer Member* must make full payment of its annual membership fee and other fees as established by the *Board* under General By-law No. 1, section 3.4 and in accordance with *CIRO's Dealer Member* fee model.

1408. – 1499. Reserved.

RULE 1500 | MANAGING SIGNIFICANT AREAS OF RISK

1501. Introduction

(1) As a key element of *CIRO's* regulatory framework, *CIRO* expects that, for every *significant area of risk* within a *Dealer Member,* an appropriate *Executive* be responsible for managing such area of risk.

1502. Responsibility for significant areas of risk

(1) For each *significant area of risk* within a *Dealer Member*, the *Dealer Member* must assign responsibility to an appropriate *Executive*. For certain *significant areas of risk*, *CIRO* has assigned the responsibility to a specific *Executive* as set out in the *CIRO requirements*.

(2) The *Dealer Member* must document and maintain a list of *Executives* and the *significant areas of risk* each *Executive* is responsible for managing.

(3) *Executives* are responsible for the review and approval of any policies and procedures relating to their *significant area of risk*.

1503. – 1999. Reserved.

SERIES 2000 | DEALER MEMBER ORGANIZATION AND INDIVIDUAL APPROVAL RULES

RULE 2100 | OWNERSHIP OF A DEALER MEMBER'S SECURITIES

2101. Introduction

(1) Rule 2100 sets out requirements for the issuance of *securities* by a *Dealer Member* or its *holding company* and changes in ownership.

(2) A *Dealer Member* seeking an approval required under Rule 2100 must conduct its business with integrity and must maintain adequate financial resources.

(3) When reviewing an application for approval under Rule 2100:

(i) *CIRO* ensures that *person*s who have an interest in a *Dealer Member* are fit and proper.

(ii) *CIRO* ensures the obligations incurred by a *Dealer Member* under the terms of *securities* it issues do not pose a risk to the *Dealer Member*.

2102. Definitions

(1) The following terms have the meaning set out below when used in Rule 2100:

"industry investor" (*investisseur du secteur*)	Any of the following that hold a *beneficial ownership* interest in a *Dealer Member* or its *holding company*: (i) a full-time *officer* or *employee* of the *Dealer Member*, or of a *related company* or *affiliate* of the *Dealer Member*, that conducts *Dealer Member related activities.* (ii) a spouse of an *individual* referred to in clause (i) of this definition, (iii) an investment corporation, if: (a) all of the *individuals* referred to in clause (i) of this definition collectively hold the majority of each class of voting *securities* of the investment corporation, or (b) all of the *beneficial owners* of all other *equity securities* of the investment corporation are: (I) *individuals* referred to in clauses (i) or (ii) of this definition, (II) children of *individuals* referred to in clauses (i) and (ii) of this definition, or (III) *individuals* and organizations that separately qualify as *industry investors* of a *Dealer Member* or its *holding company*, (iv) a family trust established and maintained for the benefit of *individuals* referred to in clauses (i) and (ii) of this definition or their children, if: (a) all of the *individuals* referred to in clauses (i) or (ii) this definition collectively have full direction and control of the trust, including its investment portfolio and the exercise of voting and other rights of the trust's investments, and (b) all of the trust's beneficiaries are: (I) *individuals* referred to in clauses (i) or (ii) of this definition,

	(II) children of *individuals* referred to in clauses (i) and (ii) of this definition, or (III) *individuals* and organizations that separately qualify as *industry investors* of the *Dealer Member* or its *holding company*, (v) a registered retirement savings plan, established under the Income Tax Act (Canada), of an *individual* referred to in clauses (i) or (ii) of this definition if that *individual* has control of its investment policy and has the only *beneficial ownership* interest in the registered savings plan, (vi) the *Dealer Member's* pension fund if the investment decisions relating to that pension fund are made by the *individuals* referred to in clause (i) of this definition, (vii) an estate of an *individual* referred to in clauses (i) or (ii) of this definition for one year after the death of the *individual,* or such longer period allowed by *CIRO*, or (viii) any *individual* or organization, for a period of 90 days, or such longer period as *CIRO* may permit, after: (a) the date the *individual* is no longer an *employee* of the *Dealer Member*, its *related company* or *affiliate*, in the case of an *individual* that previously qualified as an *industry investor* under clause (i) of this definition, or (b) the *person* through whom the *individual* or organization previously qualified as an *industry investor* is no longer an *employee* of the *Dealer Member*, its *related company* or *affiliate*, in the case of *individuals* and organizations that previously qualified as an *industry investor* under clauses (ii) through (v) of this definition. An *industry investor* must be approved by the board of directors of the *Dealer Member* or its *holding company*. The *industry investor* must also be approved by *CIRO* if the *industry investo*r has a *significant equity interest* in the *Dealer Member* or its *holding company*.
"qualified independent underwriter" (*placeur indépendant admissible*)	For a distribution of a *Dealer Member's securities* or its *holding company's securities*, it means another *Dealer Member*: (i) which has been in the *securities* business for no less than the five years immediately preceding the date that the prospectus (or other equivalent document) is filed, (ii) where, as of the distribution date, the majority of its board of directors (if a corporation) or the majority of its general partners (if a partnership), have been in the *securities* business for no less than the five years immediately preceding the distribution date, (iii) which has underwritten public offerings of *securities* for no less than the five years immediately preceding the distribution date, and (iv) which is not an *associate* or *affiliate* of the issuing entity.
"significant equity interest" (*participation notable*)	Any of the following: (i) a holding of 10% or more of the voting *securities* of a *Dealer Member* or its *holding company*, (ii) a holding of 10% or more of the outstanding participating *securities* of a *Dealer Member* or its *holding company*, or (iii) an interest of 10% or more of the total equity of the *Dealer Member*.

2103. Dealer Members must have CIRO approval to issue subordinated debt

(1) A *Dealer Member* or its *holding company* must obtain *CIRO's* approval in writing before issuing a *security* representing *subordinated debt*.

(2) A *Dealer Member* or its *holding company* must obtain *CIRO's* approval in writing before signing an agreement to issue *subordinated debt* in the future.

2104. Repayments and additional subordinated debt

(1) A *Dealer Member* must obtain *CIRO's* approval in writing before it can issue any additional *securities* representing *subordinated debt* or repay any *subordinated debt*.

2105. Agreements with CIRO

(1) Where *CIRO* is a party to a *subordinated debt* agreement or other debt agreement with the *Dealer Member*, the *Dealer Member* must comply with the agreement in making any repayments of the debt subject to the agreement.

2106. Ownership of another Dealer Member

(1) An *industry investor* is prohibited from purchasing the *securities* of a *Dealer Member* or its *holding company*, other than in the *Dealer Member* or *holding company* in which the *industry investor* is approved, except if:

(i) there is public ownership of the class of *securities* as a result of a distribution made in compliance with *securities laws* and the *industry investor* will not hold a *significant equity interest*,

(ii) the *Dealer Member* is a *related company* or an *affiliate* of the *Dealer Member* in which the *industry investor* was approved to invest, or

(iii) the following apply:

(a) the investment does not exceed 10% of any class of the issued equity or voting shares,

(b) the *industry investor* notified *CIRO* of the investment,

(c) where the *industry investor* is regulated by another *securities regulatory authority*, the *industry investor* has provided *CIRO* with evidence that the *securities regulatory authority* does not object to the relationship, and

(d) the *Dealer Member* that the *industry investor* was approved to invest in does not object to the investment.

2107. Ownership of a significant equity interest and ownership of assets

(1) For the purpose of section 2107, "all or a substantial part of the assets" of a registered firm includes, among other things, a registered firm's book of business, business line or division of the firm.

(2) A *Dealer Member* must file the form specified by *CIRO* and obtain *CIRO* approval before allowing a *person*, alone or together with *associates* and *affiliates*, to directly or indirectly, own or hold a *beneficial ownership* interest in:

(i) a *significant equity interest* in the *Dealer Member*, or

(ii) special warrants or other *securities* that are convertible into a *significant equity interest* in the *Dealer Member*.

(3) The written request for approval under subsection 2107(2) must be delivered to *CIRO* at least 30 days before the proposed ownership change and must include all relevant facts regarding the ownership change sufficient to enable *CIRO* to determine if the ownership change is:

(i) likely to give rise to a conflict of interest,

(ii) likely to hinder the *Dealer Member* in complying with *CIRO requirements* or *securities laws*,

(iii) inconsistent with an adequate level of investor protection, or

(iv) otherwise prejudicial to the public interest.

(4) Subsection 2107(2) does not apply to the legal representatives of a deceased person who had been approved by *CIRO* as the owner of a *significant equity interest*. The legal representatives can continue as a registered holder or to hold a *significant equity interest* for a period as permitted by *CIRO*.

(5) A *Dealer Member* must file a written request for approval from *CIRO* at least 30 days before the proposed acquisition if it proposes to acquire all or a substantial part of the assets of a registered firm, or if all or a substantial part of the *Dealer Member* assets are to be acquired, and must include all relevant facts regarding the proposed acquisition sufficient to enable *CIRO* to determine if the acquisition is:

(i) likely to give rise to a conflict of interest,

(ii) likely to hinder the *Dealer Member* in complying with *CIRO requirements* or *securities laws*,

(iii) inconsistent with an adequate level of investor protection, or

(iv) otherwise prejudicial to the public interest.

(6) A *Dealer Member* must not complete a proposed acquisition requiring notice under subsection 2107(5) until *CIRO* approves the proposed acquisition.

(7) *Dealer Members* acquiring *securities* or assets of another registered firm for a client in nominee name do not need to provide notice under Rule 2100.

2108. A Dealer Member's ownership of another Dealer Member

(1) A *Dealer Member* or its *holding company* must obtain approval from *CIRO* before purchasing, directly or indirectly, any *securities* of another *Dealer Member* or its *holding company*. However, this does not apply if the ownership is a trading position held in the ordinary course of the *securities* business.

2109. Public ownership

(1) A *Dealer Member* must obtain approval from *CIRO* before allowing public ownership of the *Dealer Member's securities* or of its *holding company's securities*.

(2) When *CIRO* considers an application for approval:

(i) the *Dealer Member* must satisfy *CIRO* that it complies with, and will continue to meet, *CIRO requirements*,

(ii) *CIRO* may require the *Dealer Member* to provide a legal opinion and any other information it considers necessary, and

(iii) *CIRO* may impose conditions on and require undertakings from any *person* it considers necessary to provide reasonable assurance of continuing compliance with *CIRO requirements*.

(3) Regardless of its own governing corporate statute, a

(i) *Dealer Member,* or

(ii) *holding company* of a *Dealer Member,*

that is a reporting issuer or equivalent in any Canadian jurisdiction must set up and maintain an audit committee as the Canada Business Corporations Act requires.

(4) *CIRO* may exempt a *Dealer Member* or its *holding company* from subsection 2109(3).

2110. Public distribution of a Dealer Member's securities

(1) A *Dealer Member* or its *holding company* making a public distribution of its *securities* must include in the prospectus, or equivalent document, summaries of at least two separate valuations of its *securities*, if:

(i) the *Dealer Member* is underwriting more than 25% of the distribution itself, or

(ii) the distribution is offered on an agency or best efforts basis.

(2) *Qualified independent underwriters* or chartered accountants must prepare the valuations and summaries. A *qualified independent underwriter* participating in the distribution may prepare a valuation.

(3) Subsection 2110(1) does not apply if *securities* with identical attributes have been trading on an exchange in Canada for at least six months before the new distribution begins.

2111. Take-over bids or amalgamations

(1) A *Dealer Member* or its *holding company* must obtain at least two separate valuations of its *securities* if they are distributed through a transaction such as a take-over bid or amalgamation resulting in a publicly traded market for the *securities*.

(2) *Qualified independent underwriters* or chartered accountants must prepare the valuations and summaries. A *qualified independent underwriter* participating in the distribution may prepare the valuations and summaries.

(3) Subsection 2111(1) does not apply if:

(i) *securities* with identical attributes have been trading on an exchange in Canada for at least six months before the transaction, or

(ii) the circumstances of the transaction, such as the terms of the transaction, were arrived at through arm's length negotiations and *CIRO*, determines that valuations are not required.

2112. Secondary distribution of securities

(1) The requirements of sections 2110 and 2111 apply, with necessary changes, to a secondary distribution of *securities* of a *Dealer Member* or its *holding company* if the *securities* are distributed from a *control* position.

2113. Soliciting trades in a Dealer Member's securities

(1) A *Dealer Member* may solicit trades in its own *securities* or those of its *holding company* when:

(i) making a distribution of its own *securities* under a prospectus in compliance with *CIRO requirements* and *securities laws*, or

(ii) making a private placement of its own *securities* under *securities laws*.

(2) A *Dealer Member* must not solicit trades in its own *securities* or its *holding company* in the secondary market.

(3) A *Dealer Member* may accept unsolicited orders for its own *securities* or those of its *holding company*.

2114. Dealer Member's securities in client accounts

(1) A *Mutual Fund Dealer Member* that offers margin accounts under subsection 5112(2) or an *Investment Dealer Member* may accept its own *securities* or those of its *holding company* as *security* for a margin account subject to *CIRO requirements* including, but not limited to, Schedule 10 of Form 1.

(2) An *Investment Dealer Member* must not allow a *discretionary account* to hold the *Investment Dealer Member's securities* or those of its *holding company*.

2115. Research reports

(1) A *Dealer Member* must not issue research reports or opinion letters on its own *securities* or those of its *holding company*.

2116. CIRO approvals

(1) A *Dealer Member* must apply to *CIRO* to obtain an approval required under Rules 2100 and 2200.

(2) The applicant must pay the prescribed fee.

(3) Within 10 days after any event that gives rise to a change in the information submitted pursuant to an application for approval, including any bankruptcy or criminal proceedings, the applicant and the *Dealer Member* or *holding company* involved must inform *CIRO* of the change in the applicant's information.

(4) *CIRO* may refuse an application for approval or may withdraw any approval it has granted.

2117. - 2199. Reserved.

RULE 2200 | DEALER MEMBER ORGANIZATION

2201. Introduction

(1) Rule 2200 sets out requirements for a *Dealer Member* when organizing and managing its business and activities.

(2) A *Dealer Member* must take reasonable care to organize and manage its business responsibly and effectively.

(3) A *Dealer Member's* business must be organized to enable adequate supervision of all of its activities and cannot be organized to avoid *CIRO requirements*.

(4) Rule 2200 is divided into the following parts:

Part A - Dealer Member Structure

- Part A.1 - Business locations [section 2202]
- Part A.2 - Holding companies, related companies and order execution only service providers [sections 2205 through 2207]
- Part A.3 - Non-securities or non-derivatives business [sections 2215]
- Part A.4 - Shared office premises [sections 2216 through 2218]

Part B - Dealer Member Membership Changes [sections 2220 through 2228]

Part C - Notification Requirements [sections 2245 through 2248]

Part D - Trade Names and Disclosures [sections 2280 through 2285]

PART A – DEALER MEMBER STRUCTURE

PART A.1 - BUSINESS LOCATIONS

2202. Business locations

(1) A *Dealer Member* must notify *CIRO* of the opening or closing of a *business location* as set out under sub-clause 2803(2)(i)(g).

2203. – 2204. Reserved.

PART A.2 - HOLDING COMPANIES, RELATED COMPANIES AND ORDER EXECUTION ONLY SERVICE PROVIDERS

2205. Holding companies

(1) A *Dealer Member* must ensure that all its *holding companies* carrying on business in Canada are legally bound to comply with *CIRO requirements* applicable to *holding companies*.

(2) A *Dealer Member's holding company* may be another *Dealer Member's holding company* if:

(i) the *holding company* owns all of the voting *securities* and participating *securities* of a *Dealer Member*, or

(ii) the *Dealer Member* obtains *CIRO* approval to become the *holding company* of a second *Dealer Member*.

2206. Related companies

(1) A *Dealer Member*, or an *employee, Approved Person,* or investor of a *Dealer Member,* must obtain *CIRO* approval before it sets up, or acquires any interest in, a *related company* or *associate*.

(2) A *Dealer Member* must obtain *CIRO* approval before creating a wholly owned *subsidiary* whose principal business is a *securities* or *derivatives* broker, dealer or adviser.

(3) A *Dealer Member* must be responsible for and *guarantee* its *related companies*' obligations to clients, and each of its *related companies* must be responsible for and *guarantee* the *Dealer Member's* obligations to its clients, as follows:

(i) a *Dealer Member* that holds an interest in a *related company* must *guarantee* an amount equal to 100% of the *Dealer Member's* financial statement capital,

(ii) a *Dealer Member* that holds an interest in a *related company* must have the *related company guarantee* an amount equal to the *Dealer Member's* percentage ownership multiplied by the *related company's* financial statement capital, and

(iii) where two *related companies* are related because the same *person* has an ownership interest of at least 20% in each of them, the *related companies* must *guarantee* each other for an amount equal to that *person's* ownership percentage multiplied by the company*'s* financial statement capital.

(4) A *Dealer Member,* and each of the *Dealer Member's related companies* that are required to *guarantee* an amount under subsection 2206(3), must sign the current *CIRO guarantee* form.

(5) *CIRO* may exempt a *Dealer Member* from subsection 2206(3), or may decide that a *guarantee* for a greater amount is required.

2207. Approval as an order execution only account services provider

(1) *CIRO* may approve an *Investment Dealer Member* or a business unit of an *Investment Dealer Member* to be an *order execution only account* service provider if the *Investment Dealer Member's* only business is an *order execution only account s*ervice provider or it provides that service in a separate business unit.

(2) An *Investment Dealer Member* that is offering *order execution only account* services must comply with all *CIRO requirements* other than those for which compliance is specifically exempted.

(3) An *Investment Dealer Member's* policies and procedures must specifically address the operation of its *order execution only account* services.

(4) If operating as a separate business unit within an *Investment Dealer Member*, an *order execution only account* services provider must have separate letterhead, accounts and

account documentation, and its *Registered Representative*s and *Investment Representatives* may not work for any other business unit within the *Investment Dealer Member*.

(5) An *Investment Dealer Member* must not compensate *employees* by giving them trade commissions for transactions executed in *order execution only accounts*.

2208.– 2214. Reserved.

PART A.3 - NON-SECURITIES OR NON-DERIVATIVES BUSINESS

2215. Business other than securities or derivatives

(1) A *Dealer Member* must obtain *CIRO* approval before carrying on any business other than *Dealer Member related activities*.

(2) A *Dealer Member* or a *Dealer Member's holding company* may, without *CIRO* approval, own an interest in a corporation (other than the *Dealer Member*) that carries on non-*securities or derivatives related business* if the *Dealer Member* is not responsible for any of that corporation's liabilities.

PART A.4 - SHARED OFFICE PREMISES

2216. General requirements

(1) A *Dealer Member* may use *shared office* premises provided that:

(i) the client clearly understands which legal entity they are dealing with,

(ii) privacy and confidentiality of *records* are maintained, and

(iii) adequate supervisory policies and procedures are established, maintained and applied pursuant to section 3918.

2217. Privacy and confidentiality

(1) A *Dealer Member*'s *shared office premises* must be laid out and operated in a manner that ensures the control and confidentiality of client information by ensuring that client *records* and account process areas are effectively controlled and physically secure.

(2) A *Dealer Member* must keep client *records* separate from the records of another entity in the *shared office premises* as follows:

(i) the entity sharing the premises must not have access to the client's hard copy *records*, and

(ii) electronic *records* must have separate passwords or another similar control to ensure the entity sharing the premises has no access to the electronic client *records* of the *Dealer Member*.

(3) When a *Dealer Member* using *shared office premises* opens an account, the *Dealer Member* must obtain the client's specific acknowledgement of a written disclosure statement:

(i) outlining the relationship between the *Dealer Member* and the *entity* sharing the premises, and

(ii) stating that the entities are separate.

(4) A *Dealer Member* must keep client information confidential and can only share the information with another entity in the *shared office premises* if:

(i) the client has consented to the disclosure of confidential information in compliance with applicable federal, provincial, and territorial privacy legislation and regulations, and

(ii) the client has consented to the disclosure of client information through a specific confirmation such as a signature or initials at a designated place. A *Dealer Member* must not obtain a client's consent through a negative consent option.

(5) An *employee* who works for both the *Dealer Member* and another entity in the *shared office premises* must not disclose client information from one entity to the other unless performing a relevant service that the client has specifically consented to and the client has consented to the disclosure of the client information.

2218. Permitted and restricted activities

(1) Non-registered personnel employed by the *Dealer Member* or representatives of another entity in the *shared office premises* may provide the following services on behalf of the *Dealer Member*:

(i) advertising the *Dealer Member's* services and products,

(ii) delivering or receiving clients' *securities*,

(iii) arranging client appointments or informing of deficiencies on completed forms,

(iv) providing the status, balances, and holdings of client accounts,

(v) providing quotes and other market information,

(vi) contacting the public, inviting the public to seminars, and forwarding non-securities information,

(vii) distributing account applications, subject to subsection 2218(2), and

(viii) receiving completed account applications to forward to the *Dealer Member* for approval.

(2) Non-registered personnel employed by the *Dealer Member* or a representative of another entity in the *shared office premises* who has a high degree of knowledge about the client's financial affairs may help the client to complete the account application, if:

(i) no *Approved Person* is available,

(ii) the client's *Approved Person* primarily responsible for compliance with *CIRO requirements* relating to know-your-client and suitability determination reviews the account application with the client before any trade is conducted or a recommendation is made to a client, and

(iii) a *Supervisor* has approved the account application before any trade is conducted for a client.

(3) Non-registered personnel employed by the *Dealer Member* or representatives of another entity in the *shared office premises* may not provide the following services on behalf of the *Dealer Member*:

(i) opening accounts,

(ii) distributing or receiving order forms for *securities* or *derivatives* transactions,

(iii) assisting clients to complete order forms for *securities* or *derivatives* transactions,

(iv) giving recommendations or any advice on any activity,

(v) completing know-your-client information on an account application, other than biographical information, and

(vi) soliciting *securities* or *derivatives* transactions.

2219. Reserved.

PART B – DEALER MEMBER MEMBERSHIP CHANGES

2220. Introduction

(1) Part B of Rule 2200 sets out how *CIRO* deals with changes to the *Membership* of *Dealer Members*.

2221. Notice of intention to resign

(1) If a *Dealer Member* intends to resign, it must notify *CIRO* in writing of its intention by filing a letter of resignation.

(2) Within one week of receiving a letter of resignation under subsection 2221(1), *CIRO* will issue a public notice advising of the *Dealer Member's* intention to resign.

2222. Letter of resignation and supporting documents

(1) A resigning *Dealer Member* must state its reasons for resigning in its resignation letter and file the following supporting documents with *CIRO*:

(i) audited financial statements indicating the *Dealer Member* has liquid assets sufficient to meet its outstanding liabilities other than subordinated loans, and

(ii) a report from the *Dealer Member's auditor* indicating that all client accounts and assets have been transferred to another *Dealer Member* or returned to the clients.

2223. Acquisition and resignation

(1) If all or a substantial part of the business and assets of a resigning *Dealer Member* is acquired by another *Dealer Member*, the resigning *Dealer Member* must provide *CIRO* with:

(i) either:

(a) an undertaking from the acquiring *Dealer Member* accepting responsibility for all outstanding liabilities of the resigning *Dealer Member*, or

(b) the documents required under section 2222, and

(ii) pro forma financial statements of the acquiring *Dealer Member* showing compliance with *CIRO requirements* relating to capital requirements.

2224. Amalgamation of Dealer Members

(1) If two or more *Dealer Members* are amalgamated, the *Dealer Members* not continuing due to the amalgamation must surrender their *membership*. The continuing *Dealer Member* must provide *CIRO* with:

(i) an undertaking that it accepts responsibility for all liabilities of the *Dealer Members* that are amalgamating, and

(ii) pro forma financial statements of the continuing *Dealer Member* showing compliance with *CIRO requirements* relating to capital requirements.

2225. Amalgamation with a non-Dealer Member

(1) A *Dealer Member* may amalgamate with a non-*Dealer Member* if the continuing *Dealer Member* provides *CIRO* with:

(i) information, satisfactory to *CIRO*, confirming that the continuing *Dealer Member* will have policies and procedures sufficient to carry on its business and comply with *CIRO requirements*, and

(ii) pro forma financial statements of the continuing *Dealer Member* showing compliance with *CIRO requirements* relating to capital requirements.

2226. Effective date of resignation

(1) Resignation of a *Dealer Member* is effective on the date following the day on which the following conditions have all been satisfied:

(i) *CIRO* has received the documents required to support the resignation,

(ii) *CIRO* has received payment of any amount owed to it,

(iii) *CIRO* has confirmed that no complaints or disciplinary actions are outstanding that *CIRO*, in its sole discretion, determines must be resolved prior to permitting the *Dealer Member* to resign, and

(iv) *CIRO* has approved the *Dealer Member's* resignation.

(2) Notwithstanding the above, and without limiting the discretion that *CIRO* may have to exempt a *Dealer Member* from any *CIRO requirement*, where circumstances warrant, *CIRO* may exercise discretion to postpone the effective date of a *Dealer Member's* resignation.

(3) Within one week of all conditions under subsection 2226(1) being satisfied, *CIRO* will issue a public notice advising of the effective date of the *Dealer Member's* resignation.

2227. Payment of CIRO fees

(1) A resigning, suspended, terminated or surrendering *Dealer Member* must make full payment of its annual membership fees for the entire fiscal year in which its resignation, suspension, termination or surrender becomes effective, subject to the exception set out in subsection 2227(2).

(2) A resigning, suspended or terminated *Dealer Member* may make payment of its membership fees until the end of the fiscal quarter in which the following conditions have been met:

(i) the *Dealer Member* has transferred all customer accounts to another *Dealer Member,*

(ii) the *Dealer Member* has no remaining *Approved Persons* other than shareholders, the *Ultimate Designated Person*, the *Chief Compliance Officer* and the *Chief Financial Officer*, and

(iii) in the case of a resigning *Dealer Member*, the *Dealer Member* has provided written notice of its resignation to *CIRO.*

2228. Inactive Dealer Members

(1) A *Dealer Member* may apply to *CIRO* to have its *membership* status temporarily changed to inactive. *Dealer Members* must file their applications in writing and must include reasons for the requested change.

(2) *CIRO* must impose a time limit and may impose conditions on a *Dealer Member's* inactive status.

(3) When a *Dealer Member's* status changes to inactive, *CIRO* must issue a public notice indicating so.

(4) A *Dealer Member* with inactive status may apply in writing to *CIRO* for an extension to the time period of its inactive status if:

(i) the written application is made at least 30 days before the *Dealer Member's* inactive status expires, and

(ii) the inactive status period has not been extended previously.

(5) When a *Dealer Member's* inactive status or the extension to the period of time established by *CIRO* for inactive status expires, the *Dealer Member's* status will automatically revert to that of an active *Dealer Member*.

2229. – 2244. Reserved.

PART C - NOTIFICATION REQUIREMENTS

2245. Introduction

(1) *CIRO* may review proposed changes in a *Dealer Member's* business, listed in section 2246, to ensure:

(i) the *Dealer Member* is adequately prepared to make the change without unduly impacting its clients,

(ii) the change is carried in accordance with *CIRO requirements*, and

(iii) the change is in the public interest.

2246. Dealer Member's notice of changes to CIRO

(1) A *Dealer Member* must notify *CIRO* in writing a minimum of 30 days before:

(i) changing its name,

(ii) changing its constitution in a way that affects voting rights,

(iii) taking any steps to dissolve, wind up, surrender its charter, liquidate or dispose of all or substantially all its assets, or

(iv) altering its capital structure including, allotting, issuing, repurchasing, redeeming, canceling, subdividing or consolidating of any shares in its capital.

(2) A *Dealer Member* must notify *CIRO* in writing a minimum of 30 days before any material change to its business activities.

(3) A *Dealer Member* must notify in writing and receive written approval from *CIRO* before:

(i) offering *retail clients* any highly-leveraged *securities* or *derivatives*, or

(ii) offering *retail clients* previously approved highly-leveraged *securities* or *derivatives* that are to be based on a new underlying interest.

2247. Notice of review

(1) A *Dealer Member* must not make any of the changes listed in subsections 2246(1) and 2246(2) if, within 30 day the notice period, *CIRO* informs the *Dealer Member* that it will be reviewing the proposed change and the change will require *CIRO* approval.

2248. Accelerated payment of long-term debt

(1) A *Dealer Member* shall immediately notify *CIRO* of any request or demand by a creditor for accelerated payments or any other payments in addition to those specified under the agreed regular repayment schedule with respect to contingent and long-term liabilities owed by the *Dealer Member*.

2249. – 2279. Reserved.

PART D - TRADE NAMES AND DISCLOSURES

2280. Introduction

(1) Part E of Rule 2200 sets out requirements for a *Dealer Member's* use of *trade names*, *CIRO* membership disclosure and *Investor Protection Fund* membership disclosure.

2281. Trade names

(1) If a *Dealer Member* carries on business under a *trade name*, the *trade name* must be owned by the *Dealer Member*, an *Approved Person* of the *Dealer Member* or an *affiliate* of the *Dealer Member*.

(2) An *Approved Person* must not conduct any business under a *trade name* that is not owned by the *Dealer Member* or its *affiliate* without the *Dealer Member's* prior consent.

(3) A *Dealer Member* or *Approved Person* must not use a *trade name* that any other *Dealer Member* uses unless:

(i) the *Dealer Member*s are *related companies* or *affiliate* companies, or

(ii) the relationship with the other *Dealer Member* is that of *introducing broker* and *carrying broker*.

(4) A *Dealer Member* or *Approved Person* must not use a deceptive or misleading *trade name*.

(5) Any *trade name* used by a *Dealer Member* or *Approved Person* must comply with the requirements of *applicable laws*.

(6) *CIRO* may grant an exemption from the applicable *trade name* ownership requirements if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public, or the *Dealer Member*.

2282. CIRO notification

(1) A *Dealer Member* must notify *CIRO* before it:

(i) uses any *trade name* other than the *Dealer Member's* legal name, or

(ii) transfers a *trade name* to another *Dealer Member*.

(2) *CIRO* may prohibit a *Dealer Member* or *Approved Person* from using a *trade name* that is:

(i) contrary to sections 2281, 2282 or 2283,

(ii) contrary to the public interest, or

(iii) otherwise objectionable.

2283. Displaying the full legal name

(1) A *Dealer Member* must include its full legal name on all contracts and materials used to communicate with the public, whether or not it uses a *trade name*.

(2) An *Approved Person* that uses a *trade name* different from that of the *Dealer Member* on materials used to communicate with the public must also include the *Dealer Member's* full legal name in size at least equal to that of the *Approved Persons*' *trade name*.

(3) Materials used to communicate with the public include, but are not limited to the following: *advertisements*, *client communications*, *research reports* and *sales communications*.

2284. Investor protection fund membership disclosure requirements for Dealer Members

(1) A *Dealer Member* must disclose to its clients in accordance with the *IPF Disclosure Policy*:

(i) that it is a member of an investor protection fund,

(ii) the name of the investor protection fund, and

(iii) the investor protection fund coverage available for eligible accounts.

2285. CIRO membership disclosure requirements for Dealer Members

(1) A *Dealer Member* must disclose to its clients in accordance with *CIRO Membership Disclosure Policy*:

(i) that it is regulated, and

(ii) the name of its regulator.

2286. – 2299. Reserved.

RULE 2300 | PRINCIPAL AND AGENT RELATIONSHIPS

2301. Introduction

(1) Rule 2300 sets out requirements for a *Dealer Member* when engaging an *agent* to conduct *securities and derivatives related business* on its behalf.

2302. Principal and agent relationships

(1) An *individual* who conducts *securities and derivatives related business* on behalf of a *Dealer Member* must be an *employee* or *agent* of the *Dealer Member*.

(2) With the exception of the arrangement permitted in subsection 2302(3), a *Dealer Member* must not allow a corporation or other non-*individual* entity to conduct *securities and derivatives related business* on its behalf.

(3) Any *remuneration*, gratuity, benefit or other consideration in respect of business conducted by an *individual* on behalf of the *Dealer Member* may be paid by the *Dealer Member* to a corporation that is not registered under *securities laws* provided:

(i) the *individual*:

(a) is either:

(I) approved as a *Registered Representative* dealing in mutual funds only pursuant to subsection 2605(3), or

(II) registered as a Mutual Fund Dealer - Dealing Representative pursuant to applicable *securities laws*,

and

(b) acts as an *agent* of a *Dealer Member*:

(I) that is registered as a mutual fund dealer, and

(II) in compliance with the requirements set out in Rule 2300,

(ii) the arrangement is not prohibited or otherwise limited by the relevant *securities laws* or *securities regulatory authorities*,

(iii) the corporation is incorporated under the laws of Canada or a province or territory of Canada, and

(iv) the *individual*, *Dealer Member* and the unregistered corporation have entered into a written agreement, in a form prescribed by *CIRO*, the terms of which provide that:

(a) the *individual* and *Dealer Member* have the same*:*

(I) obligations to comply with applicable *CIRO requirements* and *securities laws*, and

(II) liabilities to third parties, including clients

irrespective of the method by which any *remuneration*, gratuity, benefit or other consideration is disbursed,

(b) the *Dealer Member* shall engage in appropriate supervision with respect to the conduct of the *individual* and the unregistered corporation to ensure compliance with the requirements in sub-clause 2302(3)(iv)(a) and all other applicable *CIRO requirements*, and

(c) the *individual* and the unregistered corporation shall provide the *Dealer Member*, *CIRO* and the applicable *securities regulatory authorities* with access to all books and records maintained by or on behalf of either of them for the purpose of ensuring compliance with the *CIRO requirements* and *securities laws*.

(4) Subsection 2302(3) does not apply in respect of any *remuneration*, gratuity, benefit or other consideration derived from a client in Alberta.

2303. Written agreement between the Dealer Member and CIRO

(1) Before engaging any *agent*s to conduct *securities and derivatives related business*, a *Dealer Member* must enter into a written agreement with *CIRO*.

(2) The written agreement must contain terms describing the *Dealer Member's* responsibility:

(i) for the *agent's* conduct, including the *agent's* compliance with *CIRO requirements* and *securities laws*, and

(ii) to clients for the *agent's* acts and omissions relating to the *Dealer Member's* business.

(3) *CIRO* must be satisfied with the form of the written agreement.

(4) The written agreement must be in a form similar to the following:

"Agreement between a Dealer Member and CIRO"

1. Recitals

(i) As a Dealer Member of the Canadian Investment Regulatory Organization (**CIRO**), the Dealer Member agrees it is subject to CIRO requirements.

(ii) Section 2303 of CIRO Rules, "Written agreement between the Dealer Member and CIRO", requires the Dealer Member to make this agreement with CIRO.

(iii) This agreement is in addition to and does not alter CIRO requirements or any other agreement between the Dealer Member and CIRO.

2. Agreement with the Agent

(i) The Dealer Member must enter into a written agreement with each of its agents as required by section 2304 of CIRO Rules, "Written agreement between the Dealer Member and its agents", and any successor rules relating to principal and agent relationships.

(ii) The agreement must require that the agent complies with all applicable laws and CIRO requirements.

3. Supervision of the Agent

The Dealer Member must treat each of its agents as employees with respect to:

(i) administration of CIRO requirements,

(ii) supervision of the agent under CIRO requirements, and

(iii) ensuring its agents comply with all applicable laws and CIRO requirements.

4. Written Disclosure of Respective Responsibilities to Clients

The Dealer Member or the agent must disclose to clients at the time of opening an account:

(i) the list of securities and derivatives related business conducted by the agent for which the Dealer Member is responsible, and

(ii) that the Dealer Member is not responsible for any other business activity conducted by the agent.

5. Disclosure to Clients

The disclosure to clients must be made using the following language in the account application:

"If your investment advisor is an agent of [the Dealer Member name], [Dealer Member name] is irrevocably liable to you for any acts and omissions of your investment advisor with regard to [Dealer Member name] business as if the investment advisor were an employee of [Dealer Member name]. By continuing to deal with our firm, you accept our offer of indemnity."

6. Disclosure by Agent

Where the disclosure described in 4(i) and (ii) is made by the agent, the Dealer Member must ensure that the agent has made the disclosure directly to the clients.

7. Regulatory Authority of CIRO

The Dealer Member acknowledges that CIRO has the authority to regulate and enforce the provisions set out in the Dealer Member and agent agreement.

8. Governing Laws

This agreement is governed by the laws of [applicable province] and the laws of Canada.

9. Continuing Benefit

The agreement is for the benefit of and binding upon the parties and their successors and assigns. The Dealer Member may not assign the agreement without CIRO's prior written consent.

DATED as of the _____day of _____, _____

[DEALER MEMBER]

_____

[NAME AND TITLE OF SIGNING INDIVIDUAL]

_____"

2304. Written agreement between the Dealer Member and its agents

(1) The *Dealer Member* and the *agent* who conducts *securities and derivatives related business* must enter into a written agreement.

(2) The written agreement must not contain any terms inconsistent with *CIRO requirements* or *securities laws*.

(3) *CIRO* must be satisfied with the form of the written agreement before the *Dealer Member* finalizes the agreement with the *agent*.

(4) The *Dealer Member* must certify to *CIRO* that the written agreement complies with Rule 2300 and any other applicable *CIRO requirements*.

(5) *CIRO* may request that the *Dealer Member* obtain a legal opinion confirming subsection 2304(4).

(6) *CIRO* must be satisfied that the written agreement complies with *applicable laws* relating to tax matters.

(7) The written agreement must contain the following minimum terms:

(i) **Compliance with the applicable laws**

The *agent* and the *Dealer Member* confirm that this agreement does not violate *applicable laws*.

(ii) **Confirmation of supremacy of CIRO requirements**

The *agent* and the *Dealer Member* confirm that:

(a) this agreement is made in compliance with *CIRO requirements*,

(b) if there is an inconsistency between this agreement and any applicable *CIRO requirements*, the *CIRO requirements* will prevail,

(c) any inconsistent terms will be deemed severed and deleted,

(d) *CIRO* has the authority to regulate and enforce the provisions set out in this agreement, and

(e) this agreement will be interpreted and enforced to give full effect to any applicable *CIRO requirements*.

(iii) **Compliance by the agent with applicable laws, securities laws, and CIRO requirements**

(a) The *agent* warrants to the *Dealer Member* that it is appropriately registered or licensed, in good standing and in compliance with all *applicable laws*, *securities laws* and *CIRO requirements*.

(b) The *agent* covenants to comply with all *applicable laws*, *securities laws* and *CIRO requirements*.

(c) The *agent* agrees to be bound by and comply with the warranties and covenants above throughout the term of the agreement.

(iv) **Conduct of the agent's business**

(a) The *agent* agrees to conduct all business in the *Dealer Member's* name, subject to sections 2281 through 2283 relating to the use of *trade names*.

(b) The *agent* agrees to conduct all *securities and derivatives related business* through the *Dealer Member*.

(v) **Supervision of the agent by the Dealer Member**

The *Dealer Member* agrees to be:

(a) responsible for the supervision of the *agent's* conduct to provide reasonable assurance of the agent's compliance with *CIRO requirements* and the requirements of any other *securities regulatory authority* to which the *Dealer Member* is subject, and

(b) liable to clients (and other third parties) for the *agent's* conduct as if they were an *employee*.

(vi) **Written disclosure to clients**

If the *Dealer Member* and the *agent* have agreed that the *agent* will advise the clients directly:

(a) the list of *securities and derivatives related business* conducted by the *agent* for which the *Dealer Member* is responsible, and

(b) that the *Dealer Member* is not responsible for any other business activity conducted by the *agent*,

the *Dealer Member* agrees to be responsible for ensuring that the *agent* has done so.

(vii) **Dealer Member assumes responsibility for clients**

(a) In the event that:

(I) *CIRO* or another *securities regulatory authority* has advised the *Dealer Member* that it has started an investigation relating to allegations of misconduct by the *agent*, or

(II) the *Dealer Member* has reasonable grounds to believe that the *agent* has contravened or may be contravening one or more *CIRO requirements* or *securities laws*,

the *Dealer Member* may immediately and without notice to the *agent*, assume responsibility for the client to the exclusion of the *agent*.

(b) The *agent* may not have any dealings or communications with the client as long as the *Dealer Member* has assumed this responsibility.

(c) The *Dealer Member* may designate another qualified *person* to provide services to the client, and that *person* may receive any *remuneration* that would have been paid to the *agent*.

(viii) **Outside activities**

(a) The *agent* agrees not to conduct any outside activity without disclosing to and obtaining the written consent of the *Dealer Member*.

(b) If the *agent* is involved in an outside activity, the *Dealer Member* agrees to monitor and enforce compliance with the terms of this agreement directly and not through another employer or principal of the *agent*.

(c) The *agent* agrees to ensure that the outside activity will not interfere with the *Dealer Member* or *CIRO* monitoring and enforcing compliance by the *agent* with this agreement or *CIRO requirements*.

(ix) **Access to premises**

The *agent* agrees to give the *Dealer Member* unrestricted access to the premises where the *agent* conducts *securities and derivatives related business* on the *Dealer Member's* behalf.

(x) **Records**

The *agent* agrees that the books and *records* kept by the *agent* for the *Dealer Member's* business:

(a) will conform to *CIRO requirements*,

(b) are the *Dealer Member*'s property,

(c) are available at all times for review by and delivery to the *Dealer Member*, and

(d) shall be delivered to the *Dealer Member* on termination of the agreement.

(xi) **Insurance**

The *Dealer Member* agrees to maintain financial institution bond and insurance policies that cover the *agent's* conduct relating to the *securities and derivatives related business* they conduct for the *Dealer Member*.

(xii) **Assignment of agreement**

The *agent* acknowledges that the *Dealer Member* has the right to assign to *CIRO* any or all of the *Dealer Member's* rights to enforce the terms of this agreement that relate to *CIRO requirements*.

2305. – 2399. Reserved.

RULE 2400 | ACCEPTABLE BACK OFFICE AND SERVICE ARRANGEMENTS

2401. Introduction

(1) In order to manage back office expenses, *Dealer Member*s may enter into arrangements that involve back office service sharing with another organization. Services shared may include any combination of: trade execution, trade clearing and settlement, trade financing, trade related cash and *security* custody and trade related *records*. In some cases, before an arrangement can commence, the parties must agree to specific *CIRO* arrangement conditions, including obtaining *CIRO* approval of the arrangement.

(2) Sections 2401 through 2490 set out the specific *CIRO requirements* for a number of arrangements that a *Dealer Member* may enter into and is organized as follows:

Part A – Arrangements between two Dealer Members

- Part A.1 – General requirements
  [sections 2403 through 2409]
- Part A.2 – Specific requirements for Type 1 introducing broker / carrying broker arrangements
  [section 2410]
- Part A.3 – Specific requirements for Type 2 introducing broker / carrying broker arrangements
  [section 2415]
- Part A.4 – Specific requirements for Type 3 introducing broker / carrying broker arrangements
  [section 2420]
- Part A.5 – Specific requirements for Type 4 introducing broker / carrying broker arrangements
  [section 2425]
- Part A.6 – Specific requirements for Type 5 introducing broker / carrying broker arrangements between Mutual Fund Dealer Members
  [section 2430]

Part B – Arrangements between a Dealer Member and a foreign affiliate dealer
[sections 2435 and 2436]

Part C – Permitted arrangements that are not considered to be introducing broker / carrying broker arrangements
[sections 2460 and 2461]

Part D – Prohibited back office sharing arrangements
[section 2480]

Part E – Service arrangements
[section 2490]

2402. Definitions

(1) The following terms have the meaning set out below when used in sections 2402 through 2490:

"clearing arrangement" (accord de compensation)	An arrangement entered into between two dealers under which all of the following services are provided by one dealer ("clearing broker") to the other dealer for one or more lines of business: (i) trade execution, (ii) trade settlement, and (iii) client account bookkeeping. Trade financing or account financing, custody of client cash and custody of client *security* positions services must not be provided as part of this arrangement.
"introducing broker / carrying broker arrangement" (accord entre un remisier et un courtier chargé de comptes)	An arrangement entered into between two dealers under which all of the following services are provided by one dealer, the *carrying broker*, to the other dealer, the *introducing broker*, for one or more lines of business: (i) trade settlement, (ii) custody of client cash, (iii) custody of client *security* positions, and (iv) client account bookkeeping. Trade execution and trade financing or account financing services may or may not be provided as part of this arrangement.
"service arrangement" (*accord de service*)	An arrangement entered into between a *Dealer Member* or *Approved Person*, and any other *person*, including another *Dealer Member* or *Approved Person,* to provide services, other than *clearing arrangements*, *introducing broker / carrying broker arrangements* or custody arrangements, where the services do not include duties or responsibilities that the receiving *Dealer Member* or *Approved Person* is required to perform directly under *CIRO requirements* or *securities laws*.

PART A - ARRANGEMENTS BETWEEN TWO DEALER MEMBERS

PART A.1 -GENERAL REQUIREMENTS

2403. Arrangements that may be executed

(1) An *Investment Dealer Member* that wants to become an *introducing broker* may enter into one of the following *introducing broker* / *carrying broker arrangements* with another *Investment Dealer Member*:

(i) a Type 1 or 2 *introducing broker / carrying broker arrangement* for all of its business lines, or

(ii) a Type 3 or 4 *introducing broker / carrying broker arrangement* for one or more of its business lines.

(2) A *Mutual Fund Dealer Member* that wants to become an *introducing broker* may enter into one of the following *introducing broker* / *carrying broker arrangement*s:

(i) a Type 1 or 2 *introducing broker / carrying broker arrangement* with an *Investment Dealer Member* for all its business lines,

(ii) a Type 3 or 4 *introducing broker / carrying broker arrangement* with an *Investment Dealer Member* for one or more of its business lines, or

(iii) a Type 5 *introducing broker / carrying broker arrangement* with a *Mutual Fund Dealer Member* for one or more of its business lines.

(3) An *Investment Dealer Member* may carry accounts for a *Mutual Fund Dealer Member* if the *introducing broker / carrying broker arrangement* satisfies the following requirements:

(i) For activities performed by the *carrying broker* on the *introducing broker's* behalf:

(a) the *carrying broker* will be subject to and must comply with the applicable rule requirements for *Investment Dealer Members* within the *CIRO requirements*,

(b) the *carrying broker* must perform these activities in a manner that does not interfere with the *introducing broker's* ability to meet its compliance obligations under sub-clause 2403(3)(ii)(a), and

(c) both the *introducing broker* and the *carrying broker* retain joint responsibility for:

(I) the proper performance of the activities, and

(II) compliance with the applicable *CIRO requirements*.

(ii) For activities other than those performed by the *carrying broker* on the *introducing broker's* behalf:

(a) the *introducing broker* will be subject to and must comply with the applicable rule requirements for *Mutual Fund Dealer Members* in the *CIRO requirements*,

(b) the *introducing broker* must perform these activities in a manner that does not interfere with the *carrying broker's* ability to meet its compliance obligations under sub-clause 2403(3)(i)(a), and

(c) the *introducing broker* retains sole responsibility for:

(I) the proper performance of the activities, and

(II) compliance with the applicable *CIRO requirements*.

2404. Additional conditions that apply to an introducing broker under a Type 1 introducing broker / carrying broker arrangement

(1) A *Dealer Member* that is an *introducing broker* under a Type 1 *introducing broker / carrying broker arrangement* with another *Dealer Member*:

(i) must not enter into any additional *introducing broker / carrying broker arrangements* with another *Dealer Member*,

(ii) must not self-clear any part of its business lines, and

(iii) must use its *carrying broker's* facilities when acting as principal, for trading, for settlement, and for *securities* custody.

2405. Additional conditions that apply to an introducing broker under a Type 2 introducing broker / carrying broker arrangement

(1) A *Dealer Member* that is an *introducing broker* under a Type 2 *introducing broker / carrying broker arrangement* with another *Dealer Member*:

(i) must not enter into any additional *introducing broker* / *carrying broker arrangements* with another *Dealer Member*,

(ii) must not self-clear any part of its business lines, and

(iii) may use brokers other than its *carrying broker* when acting as principal, for trading, for settlement, and for *securities* custody.

2406. Additional conditions that apply to an introducing broker under either a Type 3 or 4 introducing broker / carrying broker arrangement

(1) A *Dealer Member* that is an *introducing broker* under a Type 3 or 4 *introducing broker / carrying broker arrangement* with another *Dealer Member*:

(i) must not enter into any Type 1 or 2 *introducing broker / carrying broker arrangements* for one or more of its remaining business lines,

(ii) may, where a business case can be made, enter into additional Type 3, 4 or 5 *introducing broker / carrying broker arrangements*,

(iii) may self-clear any part of its business lines, and

(iv) may use brokers other than its *carrying broker* when acting as principal, for trading, for settlement, and for *securities* custody.

2407. Additional conditions that apply to an introducing broker under a Type 5 introducing broker / carrying broker arrangement

(1) A *Mutual Fund Dealer Member* that is an *introducing broker* under a Type 5 *introducing broker / carrying broker arrangement* with another *Mutual Fund Dealer Member*:

(i) must not enter into any Type 1 or Type 2 *introducing broker / carrying broker arrangements* for one or more of its remaining business lines,

(ii) may, where a business case can be made, enter into additional Type 3, 4 or 5 *introducing broker / carrying broker arrangements*,

(iii) may self-clear any part of its business lines, and

(iv) may use brokers other than its *carrying broker* when acting as principal, for trading, for settlement, and for *securities* custody.

2408. Introducing/carrying broker arrangement exemption

(1) Where the *Dealer Member* provides a reasonable business case, *CIRO* may grant the *Dealer Member* an exemption from one or more of the requirements in sections 2403 through 2407.

(2) *CIRO* will grant such exemption if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public or the *Dealer Member*.

2409. Requirement for an agreement

(1) A *Dealer Member* that is an *introducing broker* may enter into an arrangement permitted in sections 2403 through 2407 with another *Dealer Member* if both parties enter into a written *introducing broker* / *carrying broker* agreement:

(i) in a form acceptable to *CIRO*,

(ii) that specifies the type of arrangement being entered into as a Type 1, 2, 3, 4 or 5 *introducing broker / carrying broker arrangement*,

(iii) whose terms comply with the requirements of Rule 2400 that apply to the type of arrangement being entered into, and

(iv) which is approved by *CIRO* in advance of it coming into effect.

PART A.2 – SPECIFIC REQUIREMENTS FOR TYPE 1 INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS

2410. Type 1 introducing broker / carrying broker arrangement – requirements

The parties to a Type 1 *introducing broker* / *carrying broker arrangement* between two *Dealer Members* must comply with the following requirements:

(1) Minimum capital requirement

(i) The *introducing broker* and *carrying broker* must provide at all times the applicable minimum capital amount set out in subsection 4111(3) for the purposes of calculating their *risk adjusted capital* amounts.

(2) Margin requirements to be provided by the *introducing broker*

(i) The *introducing broker* must maintain the required margin for principal business it introduces to the *carrying broker*.

(3) Margin requirements to be provided by the *carrying broker*

(i) The *carrying broker* must maintain the required margin:

(a) for client business it carries for the *introducing broker*, and

(b) for any settlement date equity deficiency amounts relating to the principal business it carries for the *introducing broker* in accordance with the margin requirements for an account with another *regulated entity*, as set out in Note 4 of the Notes and Instructions to Schedule 6 of Form 1.

(4) Offsets of *carrying broker* margin requirements against deposits

(i) The *carrying broker* may reduce any margin it is required to provide under subsection 2410(3) by the least of the following amounts:

(a) the margin requirement,

(b) the loan value of any *introducing broker* deposits held by the *carrying broker*, and

(c) the *introducing broker's* excess *risk adjusted capital*.

Where a reduction is taken, the *carrying broker* must promptly notify the *introducing broker*.

(5) Reporting client balances

(i) When calculating *risk adjusted capital*, the *carrying broker* must report on Statement A and Schedule 4 of Form 1 and the *monthly financial report* all client accounts introduced by the *introducing broker*. The *introducing broker* must not report these accounts.

(6) Net client balances / funding

(i) The *carrying broker* must meet financing requirements for client accounts introduced by the *introducing broker*.

(7) Deposits provided to the *carrying broker* by the *introducing broker*

(i) The *carrying broker* must:

(a) segregate *security* deposits provided by the *introducing broker*,

(b) hold cash deposits in a separate bank account in trust for the *introducing broker*, and

(c) report all deposits it receives from the *introducing broker* as a liability on its Form 1 and *monthly financial report*.

(ii) The *introducing broker* must:

(a) report as a non-allowable asset on the *introducing broker's* Form 1 and *monthly financial report*:

(I) any portion of a deposit that a *carrying broker* has used to offset its margin requirements under subsection 2410(4), and

(II) any portion of a deposit that is impaired in value because the *carrying broker* carries client accounts with unsecured debit balances,

and,

(b) report as an allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any remaining deposits not classified as a non-allowable asset under sub-clause 2410(7)(ii)(a).

(8) Concentration calculations

(i) When completing the concentration calculations in Schedules 10 and 13 of Form 1, the *carrying broker* must include, and the *introducing broker* must not include, all client positions the *carrying broker* maintains for the *introducing broker*.

(9) Segregating client securities

(i) The *carrying broker* must segregate *securities* for clients introduced by the *introducing broker* in accordance with *CIRO requirements* relating to *segregation*.

(10) Free credit segregation

(i) The *carrying broker* must segregate free credits for client accounts introduced by the *introducing broker* in accordance with *CIRO requirements* including, but not limited to, Statement F of Form 1.

(11) Insurance coverage requirements of the *introducing broker*

(i) The *introducing broker* must:

(a) include all accounts introduced to the *carrying broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(12) Insurance coverage requirements of the *carrying broker*

(i) The *carrying broker* must:

(a) include all accounts it carries for the *introducing broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(13) Client account opening required disclosure

(i) At the time of opening a client account, the *introducing broker* must:

(a) advise the client of:

(I) its relationship to the *carrying broker*, and

(II) the client's relationship to the *carrying broker*,

and

(b) obtain from the client a *CIRO* approved form acknowledging it has provided the client with the disclosure required by sub-clause 2410(13)(i)(a).

(14) Parties to margin and *guarantee* documents

(i) The *introducing broker* and the *carrying broker* must both be parties to any margin agreements and *guarantee* documents.

(15) Disclosure on contracts, statements and correspondence

(i) To ensure ongoing disclosure of the *introducing broker* / *carrying broker* relationship to clients, the *introducing broker* and *carrying broker* must both show their names and roles on all client account contracts, statements, correspondence and other documents. Because of this ongoing disclosure, annual disclosure of the *introducing broker* / *carrying broker* relationship is not required.

(16) Clients introduced to the *carrying broker*

(i) A client introduced to the *carrying broker* by the *introducing broker* must be considered a client of both the *introducing broker* and the *carrying broker* for the purposes of compliance with *CIRO requirements*.

(17) Compliance with non-financial requirements

(i) The *introducing broker* and the *carrying broker* are jointly and severally responsible for compliance with all non-financial *CIRO requirements* for each account the *introducing broker* introduces to the *carrying broker* unless stated otherwise in this section.

(18) Handling client cash

(i) The *introducing broker* must not accept or handle client funds in the form of money.

(ii) With the *carrying broker's* advance approval, the *introducing broker* may accept a cheque in the *carrying broker's* name from a client whose account is carried by the *carrying broker* and:

(a) deliver it to the *carrying broker* on the day it is received by the *introducing broker* or the next *business day*, or

(b) arrange for the *carrying broker* to pick it up on the day it is received by the *introducing broker* or the next *business day*.

(iii) A client may send a cheque directly to the *carrying broker*.

(19) Reporting of *introducing broker* principal positions

(i) The *introducing broker* must report all its principal positions carried by a *carrying broker* as inventory on its Form 1 and *monthly financial report*.

(ii) The *carrying broker* must report the balance of the principal trading account the *introducing broker* has with the *carrying broker* on its Form 1 and *monthly financial report*.

2411. – 2414. Reserved.

PART A.3 - SPECIFIC REQUIREMENTS FOR TYPE 2 INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS

2415. Type 2 introducing broker / carrying broker arrangement – requirements

The parties to a Type 2 *introducing broker* / *carrying broker arrangement* between two *Dealer Members* must comply with the following requirements:

(1) Minimum capital requirement

(i) The *introducing broker* and *carrying broker* must provide at all times the applicable minimum capital amount set out in subsection 4111(3) for the purposes of calculating their *risk adjusted capital* amounts.

(2) Margin requirements to be provided by the *introducing broker*

(i) The *introducing broker* must maintain the required margin for principal business it introduces to the *carrying broker*.

(3) Margin requirements to be provided by the *carrying broker*

(i) The *carrying broker* must maintain the required margin:

(a) for client business it carries for the *introducing broker*, and

(b) for any settlement date equity deficiency amounts relating to the principal business it carries for the *introducing broker* in accordance with the margin requirements for an account with another *regulated entity*, as set out in Note 4 of the Notes and Instructions to Schedule 6 of Form 1.

(4) Offsets of *carrying broker* margin requirements against deposits

(i) The *carrying broker* may reduce any margin it is required to provide under subsection 2415(3) by the least of the following amounts:

(a) the margin requirement,

(b) the loan value of any *introducing broker* deposits held by the *carrying broker*, and

(c) the *introducing broker's* excess *risk adjusted capital*.

Where a reduction is taken, the *carrying broker* must promptly notify the *introducing broker*.

(5) Reporting client balances

(i) When calculating *risk adjusted capital*, the *carrying broker* must report on Statement A and Schedule 4 of Form 1 and the *monthly financial report* all client accounts introduced by the *introducing broker*. The *introducing broker* must not report these accounts.

(6) Net client balances / funding

(i) The *carrying broker* must meet financing requirements for client accounts introduced by the *introducing broker*.

(7) Deposits provided to the *carrying broker* by the *introducing broker*

(i) The *carrying broker* must:

(a) segregate *security* deposits provided by the *introducing broker*,

(b) hold cash deposits in a separate bank account in trust for the *introducing broker*, and

(c) report all deposits it receives from the *introducing broker* as a liability on its Form 1 and *monthly financial report*.

(ii) The *introducing broker* must:

(a) report as a non-allowable asset on the *introducing broker's* Form 1 and *monthly financial report*:

(I) any portion of a deposit that a *carrying broker* has used to offset its margin requirements under subsection 2415(4), and

(II) any portion of a deposit that is impaired in value because the *carrying broker* carries client accounts with unsecured debit balances,

and,

(b) report as an allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any remaining deposits not classified as a non-allowable asset under sub-clause 2415(7)(ii)(a).

(8) Concentration calculations

(i) When completing the concentration calculations in Schedules 10 and 13 of Form 1, the *carrying broker* must include, and the *introducing broker* must not include, all client positions the *carrying broker* maintains for the *introducing broker*.

(9) Segregating client securities

(i) The *carrying broker* must segregate *securities* for clients introduced by the *introducing broker* in accordance with *CIRO requirements* relating to *segregation*.

(10) Free credit segregation

(i) The *carrying broker* must segregate free credits for client accounts introduced by the *introducing broker* in accordance with *CIRO requirements* including, but not limited to, Statement F of Form 1.

(11) Insurance coverage requirements of the *introducing broker*

(i) The *introducing broker* must:

(a) include all accounts introduced to the *carrying broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(12) Insurance coverage requirements of the *carrying broker*

(i) The *carrying broker* must:

(a) include all accounts it carries for the *introducing broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(13) Client account opening required disclosure

(i) At the time of opening a client account the *introducing broker* must:

(a) advise the client of:

(I) its relationship to the *carrying broker*, and

(II) the client's relationship to the *carrying broker*, and

(b) obtain from the client a *CIRO* approved form acknowledging it has provided the client with the disclosure required by sub-clause 2415(13)(i)(a).

(14) Parties to margin and *guarantee* documents

(i) The *introducing broker* and the *carrying broker* must both be parties to any margin agreements and *guarantee* documents.

(15) Disclosure on contracts, statements and correspondence

(i) The *introducing broker* must provide either ongoing or annual disclosure of its *introducing broker* / *carrying broker* relationship to clients as follows:

(a) where the *introducing broker* elects to provide ongoing relationship disclosure, the *introducing broker* and *carrying broker* must both show their names and roles on all client account contracts, statements, correspondence and other documents. Because of this ongoing disclosure, annual disclosure of the *introducing broker* / *carrying broker* relationship is not required, or

(b) where the *introducing broker* elects to provide annual relationship disclosure:

(I) the *introducing broker* must show its name on all client account contracts, statements, correspondence and other documents, and

(II) the *introducing broker* must provide an annual written disclosure to each of its clients whose accounts are carried by a *carrying broker* outlining the relationship between:

(A) the *introducing broker* and the *carrying broker*, and

(B) the client and the *carrying broker*.

However, if the name and role of each of the *introducing broker* and the *carrying broker* is shown on all contracts, statements, correspondence and other documents, the annual disclosure under paragraph 2415(15)(i)(b)(II) is not required.

(16) Clients introduced to the *carrying broker*

(i) A client introduced to the *carrying broker* by the *introducing broker* must be considered a client of both the *introducing broker* and the *carrying broker* for the purposes of compliance with *CIRO requirements*.

(17) Compliance with non-financial requirements

(i) For each account it introduces to the *carrying broker*, the *introducing broker* is responsible for compliance with all non-financial *CIRO requirements* unless stated otherwise in this section.

(18) Handling client cash

(i) The *introducing broker* must not accept or handle client funds in the form of money.

(ii) The *introducing broker* may accept a cheque from a client in the name of the *introducing broker* or *carrying broker,* provided that the cheque is deposited into a bank account in the *carrying broker's* name or forwarded on to the *carrying broker* on the day it is received by the *introducing broker* or the next *business day*.

(19) Reporting of *introducing broker* principal positions

(i) The *introducing broker* must report all its principal positions carried by a *carrying broker* as inventory on its Form 1 and *monthly financial report*.

(ii) The *carrying broker* must report the balance of the principal trading account the *introducing broker* has with the *carrying broker* on its Form 1 and *monthly financial report*.

2416. – 2419. Reserved.

PART A.4 – SPECIFIC REQUIREMENTS FOR TYPE 3 INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS

2420. Type 3 introducing broker/carrying arrangement – requirements

The parties to a Type 3 *introducing broker* / *carrying broker arrangement* between two *Dealer Members* must comply with the following requirements:

(1) Minimum capital requirement

(i) The *introducing broker* and *carrying broker* must provide at all times the applicable minimum capital amount set out in subsection 4111(3) for the purposes of calculating their *risk adjusted capital* amounts.

(2) Margin requirements to be provided by the *introducing broker*

(i) The *introducing broker* must maintain the required margin:

(a) for principal business it introduces to the *carrying broker*, and

(b) for client business it introduces to the *carrying broker*.

(3) Margin requirements to be provided by the *carrying broker*

(i) The *carrying broker* must maintain the required margin for any settlement date equity deficiency amounts relating to the principal business it carries for the *introducing broker* in accordance with the margin requirements for an account with another *regulated entity*, as set out in Note 4 of the Notes and Instructions to Schedule 6 of Form 1.

(4) Offsets of *carrying broker* margin requirements against deposits

(i) The *carrying broker* may reduce any margin it is required to provide under subsection 2420(3) by the lesser of the following amounts:

(a) the margin requirement, and

(b) the loan value of any *introducing broker* deposits held by the *carrying broker*.

Where a reduction is taken, the *carrying broker* must promptly notify the *introducing broker*.

(5) Reporting client balances

(i) When calculating *risk adjusted capital*, the *introducing broker* must report on Statement A and Schedule 4 of Form 1 and *monthly financial report* all client accounts introduced to the *carrying broker*. The *carrying broker* must not report those accounts.

(ii) The *carrying broker* must report on its Form 1 and *monthly financial report* one balance owing to or from the *introducing broker*, representing client accounts it carries for the *introducing broker*.

(iii) Although the *carrying broker* reports just one balance, its obligations and liabilities to each client whose account it carries for the *introducing broker* are not released, discharged, limited, or otherwise affected.

(6) Net client balances / funding

(i) The *carrying broker* must meet financing requirements for client accounts introduced by the *introducing broker*.

(7) Deposits provided to the *carrying broker* by the *introducing broker*

(i) The *carrying broker* must:

(a) segregate *security* deposits provided by the *introducing broker*,

(b) hold cash deposits in a separate bank account in trust for the *introducing broker*, and

(c) report all deposits it receives from the *introducing broker* as a liability on its Form 1 and *monthly financial report*.

(ii) The *introducing broker* must:

(a) report as a non-allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any portion of a deposit that a *carrying broker* has used to offset its margin requirements under subsection 2420(4), and

(b) report as an allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any remaining deposits not classified as a non-allowable asset under sub-clause 2420(7)(ii)(a).

(8) Concentration calculations

(i) When completing the concentration calculations in Schedules 10 and 13 of Form 1, the *introducing broker* must include, and the *carrying broker* must not include, all client positions the *carrying broker* maintains for the *introducing broker*.

(9) Segregating client securities

(i) The *carrying broker* must segregate *securities* for clients introduced by the *introducing broker* in accordance with *CIRO requirements* relating to *segregation*.

(10) Free credit segregation

(i) The *carrying broker* must segregate free credits for client accounts introduced by the *introducing broker* in accordance with *CIRO requirements* including, but not limited to, Statement F of Form 1.

(11) Insurance coverage requirements of the *introducing broker*

(i) The *introducing broker* must:

(a) include all accounts introduced to the *carrying broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457 and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(12) Insurance coverage requirements of the *carrying broker*

(i) The *carrying broker* must:

(a) include all accounts it carries for the *introducing broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(13) Client account opening required disclosure

(i) At the time of opening a client account the *introducing broker* must advise the client of:

(a) its relationship to the *carrying broker*, and

(b) the client's relationship to the *carrying broker*.

(14) Parties to margin and *guarantee* documents

(i) The *introducing broker* and the *carrying broker* must both be parties to any margin agreements and *guarantee* documents.

(15) Disclosure on contracts, statements and correspondence

(i) The *introducing broker* must provide either ongoing or annual disclosure of its *introducing broker* / *carrying broker* relationship to clients as follows:

(a) where the *introducing broker* elects to provide ongoing relationship disclosure, the *introducing broker* and *carrying broker* must both show their names and roles on all client account contracts, statements, correspondence and other documents. Because of this ongoing disclosure, annual disclosure of the *introducing broker* / *carrying broker* relationship is not required, or

(b) where the *introducing broker* elects to provide annual relationship disclosure:

(I) the *introducing broker* must show its name on all client account contracts, statements, correspondence and other documents, and

(II) the *introducing broker* must provide an annual written disclosure to each of its clients whose accounts are carried by a *carrying broker* outline the relationship between:

(A) the *introducing broker* and the *carrying broker*, and

(B) the client and the *carrying broker*.

However, if the name and role of each of the *introducing broker* and the *carrying broker* is shown on all contracts, statements, correspondence and other documents, the annual disclosure under paragraph 2420(15)(i)(b)(II) is not required.

(16) Clients introduced to the *carrying broker*

(i) A client introduced to the *carrying broker* by the *introducing broker* must be considered a client of both the *introducing broker* and the *carrying broker* for the purposes of compliance with *CIRO requirements*.

(17) Compliance with non-financial requirements

(i) For each account it introduces to the *carrying broker*, the *introducing broker* is responsible for compliance with all non-financial *CIRO requirements* unless stated otherwise in this section.

(18) Handling client cash

(i) The *introducing broker* may accept or handle client funds in the form of money.

(ii) An *introducing broker* may facilitate transactions for a client account carried by a *carrying broker* by accepting client cheques:

(a) in the *introducing broker's* name, and depositing those cheques in a bank account in the *introducing broker's* name for eventual deposit to an account in the *carrying broker's* name, or

(b) in the *carrying broker's* name for deposit directly into a bank account in the *carrying broker's* name.

(19) Reporting of *introducing broker* principal positions

(i) The *introducing broker* must report all its principal positions carried by a *carrying broker* as inventory on its Form 1 and *monthly financial report*.

(ii) The *carrying broker* must report the balance of the principal trading account the *introducing broker* has with the *carrying broker* on its Form 1 and *monthly financial report*.

2421. – 2424. Reserved.

PART A.5 - SPECIFIC REQUIREMENTS FOR TYPE 4 INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS

2425. Type 4 introducing broker / carrying broker arrangement – requirements

The parties to a Type 4 *introducing broker* / *carrying broker arrangement* between two *Dealer Members* must comply with the following requirements:

(1) Minimum capital requirement

(i) The *introducing broker* and *carrying broker* must provide at all times the applicable minimum capital amount set out in subsection 4111(3) for the purposes of calculating their *risk adjusted capital* amounts.

(2) Margin requirements to be provided by the *introducing broker*

(i) The *introducing broker* must maintain the required margin:

(a) for principal business it introduces to the *carrying broker*, and

(b) for client business it introduces to the *carrying broker*.

(3) Margin requirements to be provided by the *carrying broker*

(i) The *carrying broker* must maintain the required margin for any settlement date equity deficiency amounts relating to the principal business it carries for the *introducing broker* in accordance with the margin requirements for an account with another *regulated entity*, as set out in Note 4 of the Notes and Instructions to Schedule 6 of Form 1.

(4) Offsets of *carrying broker* margin requirements against deposits

(i) The *carrying broker* may reduce any margin it is required to provide under subsection 2425(3) by the lesser of the following amounts:

(a) the margin requirement, and

(b) the loan value of any *introducing broker* deposits held by the *carrying broker*.

Where a reduction is taken, the *carrying broker* must promptly notify the *introducing broker*.

(5) Reporting client balances

(i) When calculating *risk adjusted capital*, the *introducing broker* must report on Statement A and Schedule 4 of Form 1 and the *monthly financial report* all client accounts introduced to the *carrying broker*. The *carrying broker* must not report those accounts.

(ii) The *carrying broker* must report on its Form 1 and *monthly financial report* one balance owing to or from the *introducing broker*, representing client accounts it carries for the *introducing broker*.

(iii) Although the *carrying broker* reports just one balance, its obligations and liabilities to each client whose account it carries for the *introducing broker* are not released, discharged, limited, or otherwise affected.

(6) Net client balances / funding

(i) The *introducing broker* must meet financing requirements for client accounts it introduces to the *carrying broker*.

(7) Deposits provided to the *carrying broker* by the *introducing broker*

(i) The *carrying broker* must:

(a) segregate *security* deposits provided by the *introducing broker*,

(b) hold cash deposits in a separate bank account in trust for the *introducing broker*, and

(c) report all deposits it receives from the *introducing broker* as a liability on its Form 1 and *monthly financial report*.

(ii) The *introducing broker* must:

(a) report as a non-allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any portion of a deposit that a *carrying broker* has used to offset its margin requirements under subsection 2425(4), and

(b) report as an allowable asset on the *introducing broker's* Form 1 and *monthly financial report* any remaining deposits not classified as a non-allowable asset under sub-clause 2425(7)(ii)(a).

(8) Concentration calculations

(i) When completing the concentration calculations in Schedules 10 and 13 of Form 1, the *introducing broker* must include, and the *carrying broker* must not include, all client positions the *carrying broker* maintains for the *introducing broker*.

(9) Segregating client securities

(i) The *carrying broker* must segregate *securities* for clients introduced by the *introducing broker* in accordance with *CIRO requirements* relating to *segregation*.

(10) Free credit segregation

(i) The *introducing broker* must segregate free credits for client accounts it introduces to the *carrying broker* in accordance with *CIRO requirements* including, but not limited to, Statement F of Form 1.

(11) Insurance coverage requirements of the *introducing broker*

(i) The *introducing broker* must:

(a) include all accounts introduced to the *carrying broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(12) Insurance coverage requirements of the *carrying broker*

(i) The *carrying broker* must:

(a) include all accounts it carries for the *introducing broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(13) Client account opening required disclosure

(i) At the time of opening a client account the *introducing broker* must advise the client of:

(a) its relationship to the *carrying broker*, and

(b) the client's relationship to the *carrying broker*.

(14) Parties to margin and *guarantee* documents

(i) The *introducing broker* and the *carrying broker* or the *introducing broker* itself, may be party to any margin agreements and *guarantee* documents.

(ii) Where the margin agreements or *guarantee* documents are only executed between the *introducing broker* and the client, the *introducing broker* / *carrying broker*

agreement must provide that the *carrying broker* may protect its interest in unpaid *securities* of the *introducing broker* when the *introducing broker* becomes insolvent, bankrupt, or ceases to be a *Dealer Member*.

(15) Disclosure on contracts, statements and correspondence

(i) The *introducing broker* must provide either ongoing or annual disclosure of its *introducing broker* / *carrying broker* relationship to clients as follows:

(a) where the *introducing broker* elects to provide ongoing relationship disclosure, the *introducing broker* and *carrying broker* must both show their names and roles on all client account contracts, statements, correspondence and other documents. Because of this ongoing disclosure, annual disclosure of the *introducing broker* / *carrying broker* relationship is not required, or

(b) where the *introducing broker* elects to provide annual relationship disclosure:

(I) the *introducing broker* must show its name on all client account contracts, statements, correspondence and other documents,

(II) the *introducing broker* must provide an annual written disclosure to each of its clients whose accounts are carried by a *carrying broker* outlining the relationship between:

(A) the *introducing broker* and the *carrying broker*, and

(B) the client and the *carrying broker*.

However, if the name and role of each of the *introducing broker* and the *carrying broker* is shown on all contracts, statements, correspondence and other documents, the annual disclosure under paragraph 2425(15)(i)(b)(II) is not required.

(16) Clients introduced to the *carrying broker*

(i) A client introduced to the *carrying broker* by the *introducing broker* must be considered a client of both the *introducing broker* and the *carrying broker* for the purposes of compliance with *CIRO requirements*.

(17) Compliance with non-financial requirements

(i) For each account it introduces to the *carrying broker*, the *introducing broker* is responsible for compliance with all non-financial *CIRO requirements* unless stated otherwise in this section.

(18) Handling client cash

(i) The *introducing broker* may accept or handle client funds in the form of money.

(ii) An *introducing broker* may facilitate transactions for a client account carried by a *carrying broker* by accepting client cheques:

(a) in the *introducing broker's* name, and depositing those cheques in a bank account in the *introducing broker's* name for eventual deposit to an account in the *carrying broker's* name, or

(b) in the *carrying broker's* name for deposit directly into a bank account in the *carrying broker's* name.

(19) Reporting of *introducing broker* principal positions

(i) The *introducing broker* must report all its principal positions carried by a *carrying broker* as inventory on its Form 1 and *monthly financial report*.

(ii) The *carrying broker* must report the balance of the principal trading account the *introducing broker* has with the *carrying broker* on its Form 1 and *monthly financial report*.

2426. – 2429. Reserved.

PART A.6 – SPECIFIC REQUIREMENTS FOR A TYPE 5 INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS BETWEEN MUTUAL FUND DEALER MEMBERS

2430. Type 5 Mutual Fund Dealer Member introducing broker / carrying broker arrangement – requirements

The parties to a Type 5 *introducing broker* / *carrying broker arrangement* between two *Mutual Fund Dealer Members* must comply with the following requirements:

(1) Minimum capital requirement

(i) The *introducing broker* and *carrying broker* must provide at all times the applicable minimum capital amount set out in subsection 4111(3) for the purposes of calculating their *risk adjusted capital* amounts.

(2) Reporting of client balances

(i) When calculating *risk adjusted capital*, the *carrying broker* must report on Statement A and Schedule 3 of Form 1 and the *monthly financial report* all client accounts introduced by the *introducing broker*. The *introducing broker* must not report these accounts.

(3) Reporting of *introducing broker* principal positions

(i) The *introducing broker* must report all its principal positions carried by a *carrying broker* as inventory on its Form 1 and *monthly financial report*.

(ii) The *carrying broker* must report the balance of the principal trading account the *introducing broker* has with the *carrying broker* on its Form 1 and *monthly financial report*.

(4) Margin requirements to be provided by the *introducing broker*

(i) The *introducing broker* must maintain the required margin for principal business it introduces to the *carrying broker*.

(5) Deposits provided to the *carrying broker* by the *introducing broker*

(i) The *carrying broker* must:

(a) segregate *security* deposits provided by the *introducing broker*,

(b) hold cash deposits in a separate bank account in trust for the *introducing broker*, and

(c) report all deposits it receives from the *introducing broker* as a liability on its Form 1 and *monthly financial report*.

(ii) The *introducing broker* must:

(a) report the deposits provided to the *carrying broker* as an allowable asset on the *introducing broker's* Form 1 and *monthly financial report*.

(6) Segregating client securities

(i) The *carrying broker* must segregate *securities* for clients introduced by the *introducing broker* in accordance with *CIRO requirements* relating to *segregation*.

(ii) A Level 4 Dealer *introducing broker* may hold *securities* for the accounts of clients to the extent such functions are not part of the services to be provided by the *carrying broker*.

(7) Segregating client cash

(i) The *carrying broker* must segregate cash for client accounts introduced by the *introducing broker* in accordance with *CIRO requirements* relating to segregation of client cash by a *Mutual Fund Dealer Member.*

(ii) The *carrying broker* must maintain in its name any trust accounts established for holding client cash received from clients introduced by the *introducing broker*.

(iii) A Level 3 or 4 Dealer *introducing broker* may hold cash for the accounts of clients to the extent such functions are not part of the services to be provided by the *carrying broker* and the cash is held in trust accounts in accordance with *CIRO requirements.*

(8) Insurance coverage requirements of the *introducing broker*

(i) The *introducing broker* must:

(a) include all accounts introduced to the *carrying broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(9) Insurance coverage requirements of the *carrying broker*

(i) The *carrying broker* must:

(a) include all accounts it carries for the *introducing broker*:

(I) when calculating client net equity for the purposes of determining minimum Financial Institution Bond insurance coverage levels under section 4457, and

(II) when determining adequate insurance coverage levels for registered mail under section 4455,

(b) maintain Financial Institution Bond insurance coverage for the types of losses specified under section 4456 and in the amounts that meet the minimum coverage levels specified in section 4457, and

(c) maintain adequate insurance for registered mail specified under section 4455.

(10) Client account opening required disclosure

(i) At the time of opening a client account the *introducing broker* must:

(a) advise the client of:

(I) its relationship to the *carrying broker*, and

(II) the client's relationship to the *carrying broker*, and

(b) for a Level 1 Dealer *introducing broker*, obtain from the client a *CIRO* approved form acknowledging it has provided the client with the disclosure required by sub-clause 2430(10)(i)(a), and

(c) for a Level 2 Dealer *introducing broker*, include an explanation that all client cheques shall be payable to the issuer or *carrying broker*, as applicable.

(11) Disclosure on contracts, statements and correspondence

(i) The *introducing broker* must provide either ongoing or annual disclosure of its *introducing broker* / *carrying broker* relationship to clients as follows:

(a) where the *introducing broker* elects to provide ongoing relationship disclosure, the *introducing broker* and *carrying broker* must both show their names and roles on all client account contracts, statements, correspondence and other documents. Because of this ongoing disclosure, annual disclosure of the *introducing broker* / *carrying broker* relationship is not required, or

(b) where the *introducing broker* elects to provide annual relationship disclosure:

(I) the *introducing broker* must show its name on all client account contracts, statements, correspondence and other documents, and

(II) the *introducing broker* must provide an annual written disclosure to each of its clients whose accounts are carried by a *carrying broker* outlining the relationship between:

(A) the *introducing broker* and the *carrying broker*, and

(B) the client and the *carrying broker*.

However, if the name and role of each of the *introducing broker* and the *carrying broker* is shown on all contracts, statements, correspondence and other documents, the annual disclosure under paragraph 2430(11)(i)(b)(II) is not required.

(ii) Where the *introducing broker* is a Level 1 Dealer, the *introducing broker* and *carrying broker* must both show their names and roles on all *client communications*, *advertisements* and *sales communications* sent by either the *introducing broker* or *carrying broker* to clients introduced to the *carrying broker* by the *introducing broker*. The name and role of the *carrying broker* must appear in at least equal size to that of the *introducing broker*.

(12) Clients introduced to the *carrying broker*

(i) A client introduced to the *carrying broker* by the *introducing broker* must be considered a client of both the *introducing broker* and the *carrying broker* for the purposes of compliance with *CIRO requirements*.

(13) Compliance with non-financial requirements

(i) For each account it introduces to the *carrying broker*, a Level 1 Dealer *introducing broker* and its *carrying broker* are jointly and severally responsible for compliance with all non-financial *CIRO requirements* unless stated otherwise in this section.

(ii) For each account it introduces to the *carrying broker*, a Level 2, 3 or 4 Dealer *introducing broker* is responsible for compliance with all non-financial *CIRO requirements* unless stated otherwise in this section.

(iii) The *carrying broker* is responsible for compliance with respect to the functions it agrees to perform under the *introducing broker / carrying broker arrangement* for a Level 2, 3 or 4 Dealer *introducing broker*.

(14) Handling client cash

(i) A Level 1 and 2 Dealer *introducing broker* must not accept or handle client funds in the form of money.

(ii) A Level 2 Dealer *introducing broker* may accept a cheque from a client in the name of the *carrying broker* or issuer, provided that the cheque is deposited into a bank account in the *carrying broker's* name or forwarded on to the *carrying broker* or issuer on the day it is received by the Level 2 Dealer *introducing broker* or the next *business day*.

(iii) A Level 3 or 4 Dealer *introducing broker* may accept or handle client funds in the form of money.

(iv) A Level 3 or 4 Dealer *introducing broker* may facilitate transactions for a client account carried by a *carrying broker* by accepting client cheques:

(a) in the *introducing broker's* name, and depositing those cheques in a bank account in the *introducing broker's* name for eventual deposit to an account in the *carrying broker's* name, or

(b) in the *carrying broker's* name for deposit directly into a bank account in the *carrying broker's* name.

2431. – 2434. Reserved.

PART B - ARRANGEMENTS BETWEEN A DEALER MEMBER AND A FOREIGN AFFILIATE DEALER

2435. Arrangements that may be executed with a foreign affiliate

(1) A *Dealer Member* may carry the client accounts of its foreign *affiliate* dealer if:

(i) the *Dealer Member* enters into an *introducing broker* / *carrying broker* agreement type that is permissible pursuant to sections 2403 through 2430 to be entered into between two *Dealer Members*,

(ii) the *Dealer Member* complies with the applicable conditions and requirements that apply to *introducing broker* / *carrying broker* agreement type set out in sections 2403 through 2425, including the requirement to enter into a written agreement,

(iii) the written agreement is:

(a) in a form acceptable to *CIRO*,

(b) specifies the type of arrangement being entered into is a Type 1, 2, 3, 4 or 5 *introducing broker / carrying broker* arrangement,

(c) includes terms that comply with the requirements of Rule 2400 that apply to the type of arrangement being entered into, and

(d) approved by *CIRO* in advance of it coming into effect,

and,

(iv) the *Dealer Member* complies with the additional conditions set out in section 2436.

2436. Additional conditions that apply to an introducing broker / carrying broker arrangement involving a foreign affiliate dealer

The parties to an *introducing broker* / *carrying broker arrangement* between a *Dealer Member* and its foreign *affiliate* dealer must comply with the following conditions and requirements:

(1) Annual disclosure requirement

(i) The foreign *affiliate*, at least annually, must provide written disclosure in a form satisfactory to *CIRO*, to each of its clients whose accounts are carried by the *Dealer Member* outlining:

(a) the relationship between the *Dealer Member* and its foreign *affiliate*,

(b) the relationship between the *Dealer Member* and the foreign *affiliate's* client, and

(c) any *Investor Protection Fund* coverage limitations on those client accounts.

(2) Foreign jurisdiction approval

(i) The *Dealer Member* must provide written approval of the arrangement between the *Dealer Member* and its foreign *affiliate* from the foreign *affiliate*'s regulatory authority.

(3) Responsibility for compliance

(i) The *Dealer Member's* foreign *affiliate* is not required to comply with *CIRO requirements* solely because of the arrangement.

(4) Reporting balances

(i) When calculating *risk adjusted capital* the *Dealer Member* must report on Statement A and Schedule 3 or Schedule 4, as applicable, of Form 1 and the *monthly financial report* one balance owing to or from its foreign *affiliate* representing the accounts of the clients it carries on behalf of its foreign *affiliate*.

(5) Segregating securities

(i) The *Dealer Member* must *segregate securities* it holds for its foreign *affiliate*'s clients in accordance with *CIRO requirements* relating to *segregation*.

(6) Insurance

(i) The *Dealer Member* must include all accounts introduced to it by its foreign *affiliate* when calculating client net equity for minimum Financial Institution Bond coverage under section 4457.

2437. – 2459. Reserved.

PART C – PERMITTED ARRANGEMENTS THAT ARE NOT CONSIDERED TO BE INTRODUCING BROKER / CARRYING BROKER ARRANGEMENTS

2460. Certain arrangements executed with a Canadian financial institution affiliate

(1) A *Dealer Member's* arrangement under which employees of its *affiliate* handle *securities* clearing and settlement, maintain *records*, or perform operational functions is not considered an *introducing / carrying broker arrangement* for the purposes of Rule 2400 provided the custodial functions are handled on a segregated basis according to *CIRO requirements* and the *affiliate* is:

(i) a *chartered bank*,

(ii) an insurance company governed by federal or provincial insurance legislation, or

(iii) a loan or trust company governed by federal or provincial loan and trust company legislation.

2461. Certain arrangements with other dealers

(1) A *Dealer Member's clearing arrangement* under which it acts as the clearing broker for another dealer is permitted and is not considered an *introducing broker* / *carrying broker arrangement* for the purposes of Rule 2400, provided that the arrangement also qualifies as a clearing arrangement under the rules of the relevant *SRO* in the jurisdiction of the other dealer.

2462. – 2479. Reserved.

PART D – PROHIBITED BACK OFFICE SHARING ARRANGEMENTS

2480. Prohibited introducing broker / carrying broker arrangements

(1) A *Dealer Member* must not enter into an *introducing broker* / *carrying broker arrangement* with any *person* except with:

(i) another *Dealer Member*, in accordance with the requirements in sections 2403 through 2430, or

(ii) a foreign *affiliate* dealer, in accordance with the requirements in sections 2435 and 2436.

2481. – 2489. Reserved.

PART E – SERVICE ARRANGEMENTS

2490. Acceptable service arrangements

(1) A *Dealer Member* or *Approved Person* may enter into a *service arrangement* provided:

(i) both parties enter into a written agreement describing all material terms of the services to be provided,

(ii) a copy of the written *service arrangement*, along with any changes or notice of termination, must be provided to *CIRO* upon request,

(iii) any *remuneration* or compensation for services provided under the *service arrangement* is paid directly to the *person* providing the services, and

(iv) *records* of the *service arrangement* payments are maintained in accordance with *CIRO requirements*.

(2) A *Dealer Member* or *Approved Person* receiving services under a *service arrangement* is responsible for compliance with all relevant *CIRO requirements*, *securities laws* and *applicable laws*.

(3) Any *person* preparing or maintaining *records* as a service for a *Dealer Member* or *Approved Person,* under a *service arrangement*, must:

(i) comply with the recordkeeping requirements in Rule 3800, and

(ii) make the *records* available for review by the *Dealer Member* or *Approved Person* and by *CIRO* in accordance with *CIRO requirements*.

(4) *CIRO* may request that the *Dealer Member* or *Approved Person* provide additional information related to a *service arrangement*.

2491. – 2499. Reserved.

RULE 2500 | DEALER MEMBER DIRECTORS AND EXECUTIVES, AND APPROVAL OF INDIVIDUALS

2501. Introduction

(1) Rule 2500 sets out requirements for a *Dealer Member's Approved Persons*.

(2) Rule 2500 is divided into the following parts:

Part A – Dealer Member Directors and Executives
[sections 2502 through 2507]

Part B – Approval of individuals
[sections 2550 through 2555]

PART A - DEALER MEMBER DIRECTORS AND EXECUTIVES

2502. General requirements for Directors

(1) No *individual* may become a member of the board of directors of a *Dealer Member* unless that *individual* has been approved as a *Director* by *CIRO*.

(2) At least 40% of the *Dealer Member's Directors* must:

(i) either:

(a) spend the majority of their time in the *securities* or *derivatives* industry, except those who for reasons acceptable to *CIRO* are prevented from doing so, or

(b) occupy a position equivalent to an *Executive* at the *Dealer Member*, or executive or a director at a related or *affiliated* firm registered with a *securities regulatory authority*, an *affiliated* foreign *securities* dealer or advisor, or an *affiliated* Canadian financial institution,

(ii) satisfy the applicable proficiency requirements of section 2603,

(iii) have at least five years of experience in the financial services industry, or such lesser period as may be acceptable to *CIRO*.

(3) The Chair and Vice Chair of the board of *Directors* of a *Dealer Member* must meet the applicable proficiency requirements of section 2603.

2503. General requirements for Executives

(1) A *Dealer Member's Executives* must:

(i) be either:

(a) *actively engaged in the business of the Dealer Member* and spend the majority of their time in the *securities* or *derivatives* industry, except those who for reasons acceptable to *CIRO* are prevented from doing so, or

(b) occupy a position equivalent to an *Executive* or *Director* at a related or *affiliated* firm registered with a *securities regulatory authority*, *affiliated* foreign securities dealer or advisor, or an *affiliated* Canadian financial institution, and

(ii) satisfy the applicable proficiency requirements of section 2603.

(2) Notwithstanding the applicable proficiency requirements in section 2603, at least 60% of the *Dealer Member's Executives* must have at least five years of experience in the financial services industry, or such lesser period as may be acceptable to *CIRO*.

2504. Dealer Member and Executives exemption

(1) *CIRO* may grant an exemption from any requirement or part of a requirement in sections 2502 or 2503 if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public, the *Dealer Member* or *CIRO*.

2505. Chief Financial Officer

(1) A *Dealer Member* must designate a *Chief Financial Officer* who must:

(i) be designated as an *Executive* and meet the general requirements for *Executives* set out in section 2503, and

(ii) satisfy the applicable proficiency requirements of section 2603.

(2) The *Chief Financial Officer* need not be *actively engaged in the business of the Dealer Member* on a full-time basis if appropriate for the *Dealer Member's* business.

(3) When a *Chief Financial Officer* ceases to be approved in the applicable category, the *Dealer Member* must either immediately:

(i) designate a qualified *individual* as *Chief Financial Officer,* or

(ii) with *CIRO's* prior approval, designate an *Executive* as acting *Chief Financial Officer*.

(4) When an acting *Chief Financial Officer* is designated:

(i) that *individual* must satisfy the applicable proficiency requirements of section 2603 and be designated as *Chief Financial Officer*, or

(ii) the *Dealer Member* must designate another qualified *individual* as *Chief Financial Officer*,

within 90 days of the previous *Chief Financial Officer's* cessation date.

(5) Any *Dealer Member* that fails to have a qualified *Chief Financial Officer* within 90 days of the cessation date of the previous *Chief Financial Officer*, or such other dates as *CIRO* may specify, will be liable for and pay to *CIRO* such fees as the *Board* may prescribe from time to time.

2506. Chief Compliance Officer

(1) A *Dealer Member* must designate a *Chief Compliance Officer* who must:

(i) be designated as an *Executive* and meet the general requirements for *Executives* set out in section 2503, and

(ii) satisfy the applicable proficiency requirements of section 2603.

(2) The *Chief Compliance Officer* of a *Dealer Member* may be the *Ultimate Designated Person,* if the *Dealer Member* has obtained the prior approval of *CIRO* and the applicable *securities regulatory authorities*.

(3) A *Dealer Member* may designate additional *Chief Compliance Officers* to be responsible for separate business units of the *Dealer Member*, if the *Dealer Member* has obtained the prior approval of *CIRO* and the applicable *securities regulatory authorities*.

(4) When a *Chief Compliance Officer* ceases to be approved in the applicable category, the *Dealer Member* must either immediately:

(i) designate a qualified *individual* as *Chief Compliance Officer*, or

(ii) in the case of an *Investment Dealer Member*, with *CIRO's* prior approval, designate an *Executive* as acting *Chief Compliance Officer*.

(5) When an acting *Chief Compliance Officer* is designated at a *Dealer Member*:

(i) that *individual* must satisfy the applicable proficiency requirements of section 2603 and be designated as *Chief Compliance Officer*, or

(ii) the *Dealer Member* must designate another qualified *individual* as *Chief Compliance Officer*,

within 90 days of the previous *Chief Compliance Officer's* cessation date.

(6) Any *Dealer Member* that fails to have a qualified *Chief Compliance Officer* within 90 days of the cessation date of the previous *Chief Compliance Officer*, or such other dates as *CIRO* may specify, will be liable for and pay to *CIRO* such fees as the *Board* may prescribe from time to time.

2507. Ultimate Designated Person

(1) A *Dealer Member* must designate an *Ultimate Designated Person* who must be designated as an *Executive* and meet the applicable proficiency requirements in section 2603 and the general requirements for *Executives* set out in section 2503.

(2) The *Ultimate Designated Person* must be:

(i) the chief executive officer of the *Dealer Member* or, an *Executive* acting in a capacity similar to a chief executive officer, provided it is acceptable to *CIRO*, and applicable relief is granted under the applicable National Instrument,

(ii) the sole proprietor of the *Dealer Member*, or

(iii) the *Executive* in charge of a division of the *Dealer Member*, if the activity that requires the *Dealer Member* to register occurs only within the division and the *Dealer Member* has significant other business activities.

(3) A *Dealer Member* may designate additional *Ultimate Designated Persons* to be responsible for separate business units, if the *Dealer Member* has obtained the prior approval of *CIRO* and the applicable *securities regulatory authorities*.

(4) If an *individual* who is approved as a *Dealer Member's Ultimate Designated Person* ceases to meet any of the conditions listed in subsections 2507(1) and 2507(2), the *Dealer Member* must immediately designate another qualified *Executive* to act as its *Ultimate Designated Person* or if unable to do so, promptly notify *CIRO* of its plan to designate another qualified *Executive* as its *Ultimate Designated Person*.

2508. – 2549. Reserved.

PART B – APPROVAL OF INDIVIDUALS

2550. Introduction

(1) Part B of Rule 2500 sets out the approval criteria for *Approved Persons*.

2551. Individual approval

(1) An *individual* is not permitted to act as an *Approved Person* and a *Dealer Member* is not permitted to allow an *individual* to act as an *Approved Person* unless:

(i) the *Dealer Member* is registered (or exempt from such registration) in the appropriate category under *securities laws* in each jurisdiction in which clients of the *Dealer Member* reside or in which the *Dealer Member* carries on *securities and derivatives related business*,

(ii) the *individual,* if required to do so under *securities laws,* is registered (or exempt from such registration) in the appropriate category under *securities laws* in each jurisdiction in which clients of the *individual* reside or in which the *individual* carries on *securities and derivatives related business*, and

(iii) the *individual* is approved by *CIRO* in the appropriate *Approved Person* category, before the *individual* begins working in that role.

(2) Only a *Dealer Member's Director*, partner, *officer* or *employee* can be an *Approved Person*.

(3) A *Dealer Member* must ensure that each *Approved Person* at the *Dealer Member* complies with *CIRO requirements* applicable to that *individual's Approved Person* category.

(4) All *Approved Persons* are subject to *CIRO* jurisdiction and must comply with *CIRO requirements*.

(5) A *Dealer Member* must ensure that, when dealing with the public, its *Approved Persons* use titles and designations that accurately indicate:

(i) the type of business that they have been approved by *CIRO* to conduct, and

(ii) the role that they carry out or has been approved by *CIRO* to carry out.

(6) If an *Approved Person* ceases to be approved, the former *Approved Person* must immediately cease any activity requiring *CIRO* approval.

(7) Except as set out in subsections 2302(3) and 2551(8), an *Approved Person* of a *Dealer Member* must not accept, nor allow an *associate* to accept, directly or indirectly, any *remuneration*, gratuity, benefit or other consideration from any *person* other than the *Dealer Member*, its *related companies*, or *affiliates* for any *Dealer Member related activities* carried out by the *Approved Person.*

(8) Where an *Approved Person* is an *employee* of both a *Dealer Member* and a credit union, the Approved Person may accept *remuneration*, gratuity, benefit or other consideration from the credit union by which they are employed, provided the *Dealer Member*:

(i) enters into agreements acceptable to *CIRO* staff with both the:

(a) credit union, and

(b) *employee* that is employed by the credit union,

(ii) provides written disclosure to clients that is sufficiently clear and prominent so that clients understand that they are dealing with the *Dealer Member* for *securities and derivatives related business*,

(iii) maintains oversight of its *Approved Person* compensation programs, and

(iv) does not permit credit unions to redirect commissions from the *Dealer Member* to the personal corporations of this *Approved Person*.

2552. Compliance with the proficiency requirements or other conditions

(1) Each *Approved Person* who is registered under *securities laws* must have satisfied any applicable proficiency and other registration requirements set out in the applicable *securities laws* and established by the *securities regulatory authorities* having jurisdiction.

(2) Each *Dealer Member*'s *Approved Person* must:

(i) meet the applicable pre-approval proficiency requirements set out in sections 2603 and 2605 before *CIRO* approval is granted, and

(ii) complete the applicable post-approval proficiency requirements set out in sections 2604 and 2605 after receiving *CIRO* approval.

(3) *CIRO* will automatically suspend an *Approved Person* if they do not complete the applicable post-approval proficiency requirements in the *Approved Persons* category as set out in clauses 2604(1)(i), 2604(2), or section 2630.

(4) *CIRO* will reinstate an *Approved Person* who has been suspended pursuant to subsection 2552(3) once they have completed the required post-approval proficiency requirements and *CIRO* has been notified.

(5) A *Dealer Member* must file a report specified by *CIRO* on the conditions imposed on an *Approved Person* under Rule 8200 or Rule 9200 within 10 *business days* of the end of each month.

(6) If a *Dealer Member* does not file the report specified in subsection 2552(5) or files the report late, it must pay *CIRO* the applicable late filing fee.

2553. Approval of Registered Representatives, Investment Representatives, Portfolio Managers and Associate Portfolio Managers and their obligations

(1) A *Portfolio Manager* and *Associate Portfolio Manager* is also permitted to conduct activities carried on by a *Registered Representative* in accordance with *CIRO requirements* applicable to *Registered Representatives.*

(2) An *Associate Portfolio Manager* must not advise on *securities* unless, before giving the advice, the advice has been pre-approved by a *Portfolio Manager*.

(3) A *Registered Representative*, *Investment Representative*, *Portfolio Manager* or *Associate Portfolio Manager* may not conduct on behalf of an *Investment Dealer Member*, and an *Investment Dealer Member* may not permit an *Approved Person* to, on its behalf, deal with the types of clients set out in clauses 2553(3)(i) through 2553(3)(iii) and conduct the type of business set out in clause 2553(3)(iv), unless the *Investment Dealer Member* complies with the following:

(i) The *Investment Dealer Member* must notify *CIRO*, and seek *CIRO's* prior approval on whether the *Registered Representative*, *Investment Representative, Portfolio Manager* or *Associate Portfolio Manager* will deal with either *retail clients* or *institutional clients*.

(ii) A *Registered Representative* dealing with:

(a) *retail clients,* may take orders from, or give advice to, all types of clients, or

(b) *institutional clients,* may take orders from, or give advice to, *institutional clients* only.

(iii) An *Investment Representative* dealing with:

(a) *retail clients,* may take orders from all types of clients, or

(b) *institutional clients,* may take orders from *institutional clients* only.

(iv) The *Investment Dealer Member* must notify *CIRO* which of its *individual*s approved as a *Registered Representative, Investment Representative, Portfolio Manager* or *Associate Portfolio Manager* will deal in or advise in:

(a) only mutual funds, government or government-guaranteed debt instruments, and deposit instruments issued by a federally regulated bank, trust company, credit union or caisse populaire, except those for which all or part of the interest or return is indexed to the performance of another financial instrument or index,

(b) *derivatives* subject to the limitations set out in subsection 2625(5), and

(c) general *securities* business; including equities, fixed income and other *investment products* not listed above.

(4) The post-approval proficiency requirements in subsections 2605(1) or 2605(2) do not apply to an *Investment Dealer Member*'s *Registered Representative* or *Investment Representative* approved prior to September 28, 2009 and registered in provinces or territories which allowed the *individual* to be restricted to only mutual funds, provided they remain in the same restricted category of approval in the same provinces/territories.

2554. The Approved Person's activities outside of the Dealer Member

(1) An *Approved Person* may have, and continue in, an activity outside of the *Dealer Member*, if the outside activity:

(i) is not contrary to *securities laws* or *CIRO requirements,* and

(ii) does not bring the *securities* industry into disrepute.

(2) An *Approved Person* may have, and continue in, an outside activity, if:

(i) the *Approved Person* informs the *Dealer Member* of the outside activity,

(ii) the *Approved Person* obtains the *Dealer Member's* prior approval to engage in the outside activity,

(iii) the *Dealer Member's* policies and procedures specifically address:

(a) continuous service to clients, and

(b) reasonably foreseeable conflicts of interest,

and,

(iv) the *Dealer Member* notifies *CIRO* of the outside activity within the time period and manner required by National Instrument 33-109.

(3) An *individual* must not act, and a *Dealer Member* must not permit an *individual* to act, as a *Registered Representative*, *Investment Representative*, *Portfolio Manager*, *Associate Portfolio Manager* or *Trader* in a manner that is contrary to section 4.1 of National

Instrument 31-103, unless an exemption is granted by the applicable *securities regulatory authority* and such similar exemption request is also filed with and approved by *CIRO*.

2555. Approval of investors

(1) Any investor who owns or holds a *beneficial ownership* interest in a *significant equity interest* in the *Dealer Member* or special warrants or other *securities* that are convertible into a *significant equity interest* in the *Dealer Member* must:

(i) be approved by *CIRO*, and

(ii) if applicable, meet the proficiency requirements of subsections 2555(2) and 2555(3).

(2) A *Dealer Member's Director* who, directly or indirectly, owns or controls a voting interest of a *Dealer Member* of 10% or more must satisfy the proficiency requirements of sub-clause 2603(2)(xi).

(3) Any *individual*, other than a *Dealer Member's Director,* who is *actively engaged in the business of the Dealer Member*, and directly or indirectly owns or controls a voting interest in a *Dealer Member* of 10% or more, must satisfy the proficiency requirements of sub-clause 2603(2)(xi).

2556. – 2599. Reserved.

RULE 2600 | PROFICIENCY REQUIREMENTS AND EXEMPTIONS FROM PROFICIENCIES

2601. Introduction

(1) Rule 2600 sets out the minimum proficiency requirements for *individuals* requiring *CIRO* approval. The requirements are designed to ensure that *Approved Persons* are qualified to perform their job functions competently in order to meet their regulatory obligations and that a *Dealer Member's* business is conducted with integrity.

(2) Rule 2600 is divided into the following parts:

Part A – Proficiency requirements
[sections 2602 through 2605]

Part B – Exemptions from proficiency requirements
[sections 2625 through 2628]

Part C – Transition provisions
[sections 2629 and 2630]

PART A - PROFICIENCY REQUIREMENTS

2602. Proficiency principle

(1) An *Approved Person* must not perform an activity that requires approval unless the *Approved Person* has satisfied the applicable proficiency requirements set out in Rule 2600 and has the education, experience and training that a reasonable person would consider necessary to perform the activity competently, including understanding the structure, features and risks of each *investment product* the *Approved Person* deals with, recommends or supervises.

(2) The *Dealer Member* must ensure that an *individual* does not perform an activity that requires *CIRO* approval unless the *individual* has satisfied the applicable proficiency requirements set out in Rule 2600 and has the education, experience and training that a reasonable person would consider necessary to perform the activity competently, including understanding the structure, features and risks of each *investment product* the *individual* deals with, recommends or supervises.

2603. Proficiency requirements prior to approval

(1) Each applicant in an *Approved Person* category must meet the applicable proficiency requirements prescribed in subsections 2603(2) and (3) before *CIRO* will grant approval, unless an exemption has been granted from the applicable requirements.

(2) An applicant for approval, who, where applicable, is eligible to complete a prescribed exam, must at a minimum successfully complete the following before *CIRO* will grant approval in the following categories:

(i) *Investment Representative* dealing with *securities*: Canadian Investment Regulatory Exam

(ii) *Investment Representative* dealing with *derivatives*: Canadian Investment Regulatory Exam and Derivatives Exam,

(iii) *Registered Representative* (retail) dealing with *securities*: Canadian Investment

Regulatory Exam and Retail Securities Exam,

(iv) *Registered Representative* (retail) dealing with *derivatives*: Canadian Investment Regulatory Exam and Retail Securities Exam and Derivatives Exam,

(v) *Registered Representative* (institutional) dealing with *securities*: Canadian Investment Regulatory Exam and Institutional Securities Exam,

(vi) *Registered Representative* (institutional) dealing with *derivatives*: Canadian Investment Regulatory Exam and Institutional Securities Exam and Derivatives Exam,

(vii) *Investment Representative* dealing in mutual funds only and *Registered Representative* dealing in mutual funds only: meet the requirements to be registered as a mutual fund dealer – dealing representative, pursuant to National Instrument 31-103,

(viii) *Associate Portfolio Manager*: Level 1 of the Chartered Financial Analyst (CFA) program administered by the CFA Institute, or either the Canadian Investment Manager Designation or the Chartered Investment Manager Designation (CIM®) administered by CSI Global Education Inc., and

(a) if managing accounts with *derivatives*, the Derivatives Exam,

(ix) *Portfolio Manager*: a CFA Charter administered by the CFA Institute, or either the Canadian Investment Manager Designation or the Chartered Investment Manager Designation (CIM®) administered by CSI Global Education Inc., and

(a) if managing accounts with *derivatives*, the Derivatives Exam,

(x) *Supervisor*: Supervisor Exam, and

(a) if supervising trading in, or accounts for those who trade in *securities*, *derivatives*, or *managed accounts*, the exam requirements applicable to the *individuals* being supervised listed in clauses 2603(2)(i) to (vi), and (ix) except:

(I) the Canadian Investment Regulatory Exam is not required if the *Supervisor* satisfies the experience requirements in clause 2603(3)(iv),

(xi) *Director*, where required in section 2502: Director and Executive Exam,

(xii) *Ultimate Designated Person* and *Executive* other than those in clause 2603(2)(xiii) or (xiv): Director and Executive Exam,

(xiii) *Chief Compliance Officer* of:

(a) an *Investment Dealer Member*: Chief Compliance Officer Exam,

(b) a *Mutual Fund Dealer Member*: meet the requirements to be registered as a mutual fund dealer - chief compliance officer, pursuant to National Instrument 31-103,

(xiv) *Chief Financial Officer*: Chief Financial Officer Exam,

(xv) *Trader*: Trader Exam in addition to any exam mandated by the applicable marketplace.

(3) An applicant for approval must have the following minimum education or experience before *CIRO* will grant approval in the following categories:

(i) *Registered Representative*, except *Registered Representatives* dealing in mutual funds only: A relevant diploma or degree from an accredited post secondary institution, or minimum four years of relevant experience acceptable

to *CIRO*,

(ii) *Associate Portfolio Manager*: Minimum two years of relevant investment management experience acceptable to *CIRO* within three years prior to the date of application for approval,

(iii) *Portfolio Manager*:

(a) If Canadian Investment Manager Designation or Chartered Investment Manager Designation (CIM®) is completed, at least four years of relevant investment management experience acceptable to *CIRO*, of which one year was gained within the three years prior to the date of application for approval,

(b) If CFA Charter is completed, at least one year of relevant investment management experience acceptable to *CIRO* within the three years prior to the date of application for approval,

(iv) *Supervisor*: Minimum two years of relevant experience acceptable to *CIRO*,

(v) *Ultimate Designated Person* and *Executive*: Minimum two years of relevant experience acceptable to *CIRO*,

(vi) *Chief Compliance Officer* of:

(a) An *Investment Dealer Member*:

(I) Five years working for an investment dealer or registered advisor, or affiliated Financial Industry Regulatory Authority (FINRA) dealer, with at least three years in a compliance or supervisory capacity, or

(II) Three years providing professional services in the *securities* industry, with at least 12 months experience working at an investment dealer or registered advisor in a compliance or supervisory capacity,

(b) A *Mutual Fund Dealer Member*: meet the requirements to be registered as a mutual fund dealer - chief compliance officer, pursuant to National Instrument 31-103,

(vii) *Chief Financial Officer*:

(a) A financial accounting designation, finance related university degree or diploma or equivalent work experience as may be acceptable to *CIRO*.

2604. Post-approval proficiency requirements

(1) *Dealer Member* training

(i) An *Investment Dealer Member* must, as prescribed by *CIRO*, provide training to its *Registered Representatives* and *Investment Representatives* within 90 days after approval considering the type of client and product the *Approved Person* will be dealing with, and

(a) the *Dealer Member* must notify *CIRO* of completion of the training within 90 days after approval.

(ii) A *Dealer Member* who sponsors an *Approved Person* must ensure that the *individual* has received the appropriate training relevant for its business type including its client and product type to ensure compliance with the proficiency principle in section 2602.

(a) A *Dealer Member* may permit an *Approved Person* to apply on-going training to meet prescribed continuing education requirements.

(iii) In addition to any training prescribed in Rule 2600, a *Dealer Member* must provide on-going training to its *Approved Persons* on compliance with *CIRO requirements*, *securities laws*, and *applicable laws* including, without limitation, the obligations relating to conflicts of interest, know-your-client, account appropriateness, product due diligence, know-your-product, and suitability determination.

(a) A *Dealer Member* may permit an *Approved Person* to apply on-going training to meet prescribed continuing education requirements.

(iv) The *Dealer Member* must keep a record of all training provided, as prescribed in Rule 2600, and provide the record to *CIRO* on request to demonstrate compliance with the proficiency principle.

(2) Conduct training

(i) Each *Approved Person* must complete the conduct training prescribed by *CIRO* within 30 days after approval, and

(a) the *Dealer Member* must notify *CIRO* of completion of the training within 30 days after approval.

(ii) Each *Mutual Fund Dealer Member*'s *Approved Person* not captured by (i), approved as of the date of these *Rules*, must complete the conduct training prescribed by *CIRO* by no later than [date], and

(a) the *Dealer Member* must notify *CIRO* of completion of the training by no later than [date].

2605. Mutual funds only Registered Representatives and Investment Representatives

(1) An applicant for approval, or an *individual* approved as a *Registered Representative* dealing only in mutual funds who is an *employee* of a firm registered as an investment dealer and not registered as a mutual fund dealer must:

(i) Complete any of the following prior to approval:

(a) Requirements in clause 2603(2)(iii), or

(b) Requirements in clause 2603(2)(vii).

(ii) Complete the requirements in clauses 2603(2)(iii) and 2604(2)(i) within 270 days of approval.

(iii) Complete the training requirement in clause 2604(1)(i) within 18 months after initial approval date, notwithstanding the timeline set out in clause 2604(1)(i).

(iv) Upgrade within 18 months of initial approval.

(2) An applicant for approval or an *individual* approved as an *Investment Representative* dealing only in mutual funds who is an *employee* of a firm registered as an investment dealer and not registered as a mutual fund dealer must:

(i) Complete any of the following prior to approval:

(a) Requirements in clause 2603(2)(i), or

(b) Requirements in clause 2603(2)(vii).

(ii) Complete the requirements in clauses 2603(2)(i) and 2604(2)(i) within 270 days of approval.

(iii) Complete the training requirement in clause 2604(1)(i) within 18 months after initial approval date, notwithstanding the timeline set out in clause 2604(1)(i).

(iv) Upgrade within 18 months of initial approval.

(3) An applicant for approval, or an *individual* approved as a *Registered Representative* dealing only in mutual funds who is an *employee* of a firm registered as both an investment dealer and a mutual fund dealer must:

(i) Complete the requirements in clause 2603(2)(vii) prior to approval,

(ii) Complete the requirements in clause 2604(2)(i) within 30 days after approval, and

(iii) Complete the training requirement in clause 2604(1)(i) within 90 days after initial approval date.

(4) An applicant for approval, or an *individual* approved, as a *Registered Representative* dealing in mutual funds only, or an *Investment Representative* dealing in mutual funds only, will be also permitted to trade in exchange-traded funds that meet the definition of a mutual fund provided the *individual* complies with the relevant proficiency requirements in subsections 2605(1), 2605(2) or 2605(3), and has successfully completed one of the following within the timeline prescribed in subsection 2628(1):

(i) the ETFs for Mutual Fund Representatives course administered by CSI Global Education Inc., or

(ii) the Exchange Traded Funds Course administered by the IFSE Institute, or

(iii) the Exchange Traded Funds for Representatives of Mutual Fund Dealers course administered by the Smarten Up Institute.

(5) The following terms have the meaning set out below when used in subsection 2605(6):

"alternative mutual fund" (*organisme de placement collectif non traditionnel* or *OPC non traditionnel*)	The same meaning as the definition in National Instrument 81-102, *Investment Funds*.
"bridge course" (*cours de transition*)	Either: (i) the Investing in Alternative Mutual Funds and Hedge Funds course administered by the IFSE Institute, or (ii) the Hedge Funds and Liquid Alternatives for Mutual Fund Representatives course administered by CSI Global Education Inc.

(6) An applicant for approval, or an *individual* approved, as a *Registered Representative* dealing in mutual funds only, or an *Investment Representative* dealing in mutual funds only, will be also permitted to trade in *alternative mutual funds* provided the *individual* complies with the relevant proficiency requirements in subsections 2605(1), 2605(2) or 2605(3), and has successfully completed one of the following within the timeline prescribed in subsection 2628(1):

(i) the *bridge course*,

(ii) the Derivatives Fundamentals Course administered by CSI Global Education Inc.,

(iii) the Canadian Securities Course administered by CSI Global Education Inc., or

(iv) the courses required to be registered as a Portfolio Manager – Advising Representative pursuant to section 3.11 of National Instrument 31-103, *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

2606. – 2624. Reserved.

PART B - EXEMPTIONS FROM PROFICIENCY REQUIREMENTS

2625. Specific exemptions

(1) An applicant seeking approval as a *Supervisor* in relation to activities of *individuals* approved to deal in mutual funds only at an *Investment Dealer Member*, including those in subsection 2605(4), is exempt from the pre-approval exam requirements in subsection 2603(2) provided the *individual*:

(i) was designated by a member of the Mutual Fund Dealers Association of Canada *as a branch manager*, within 90 days prior to January 1, 2023, or

(ii) has, prior to these *Rules* coming into effect, successfully completed the following within the timelines prescribed in subsection 2628(1):

(a) instead of the applicable requirements described in paragraph 2603(2)(x)(a), either the:

(I) Canadian Investment Funds Course administered by the IFSE Institute, or

(II) Investment Funds in Canada Course administered by CSI Global Education Inc.

(b) instead of the Supervisor Exam, either the:

(I) Mutual Fund Branch Managers' Examination Course administered by the IFSE Institute, or

(II) Branch Compliance Officers Course administered by CSI Global Education Inc.

(2) Any *Investment Dealer Member Approved Person* approved prior to December 31, 2025 is exempt from any new proficiency requirements, other than the requirements in subsection 2604(2), introduced as of January 1, 2026, in Rule 2600 provided the *Approved Person* continues in the same role.

(i) Notwithstanding subsection 2625(2), an applicant for approval is not required to complete the Canadian Investment Regulatory Exam prescribed in subsection 2603(2) if the *individual* has minimum two years of prior experience in the same *Approved Person* category within three years prior to the date of application for approval and satisfies other prescribed requirements under sections 2603 and 2604 for their category of approval.

(3) A *Mutual Fund Dealer Member* branch manager or alternate branch manager who was an *Approved Person* prior to these *Rules* coming into effect, and who satisfied the applicable proficiency requirements for branch managers, is exempt from any new proficiency

requirements, other than the requirements in subsection 2604(2), introduced at the coming into effect of these *Rules*, provided the *Approved Person* continues in the same role.

(4) A *Mutual Fund Dealer Member Director,* or *Ultimate Designated Person* who was an *Approved Person* prior to these *Rules* coming into effect, is exempt from any new proficiency requirements, other than the requirements in subsection 2604(2), introduced at the coming into effect of these *Rules*, provided they continue in the same role at the same *Mutual Fund Dealer Member*.

(5) Any *Approved Person* who would be required to complete the Derivatives Exam under Rule 2600 pursuant to subsection 2603(2), and who is exempt from such requirement pursuant to subsection 2625(2), may only deal in, as applicable, legacy options or futures contracts, futures contract options, and must ensure that the scope of their permitted activities are clear in all their communication and in all their dealings.

2626. General exemption

(1) *CIRO* may exempt any *person* or class of *person*s from any proficiency requirement, in whole or in part, if the applicant demonstrates acceptable alternative experience, and/or successful completion of alternative courses or examinations to *CIRO*.

2627. Exemptions from completing the required exams

(1) An applicant for approval is exempt from writing the Canadian Investment Regulatory Exam if they satisfy the following:

(i) previously registered with FINRA in a similar capacity within three years prior to the date of application for approval, and have completed the applicable FINRA requirements for that registration category.

(2) An applicant for approval is exempt from writing the Derivatives Exam if they satisfy the following:

(i) previously registered and dealing in options and futures with FINRA and the National Futures Association (NFA) within three years prior to the date of application for approval, and

(ii) completed the Series 3 and Series 7 exams offered by FINRA.

(3) An applicant for approval is exempt from writing the Canadian Investment Regulatory Exam and the Retail Securities Exam and Institutional Securities Exam if the applicant has satisfied the requirements in sub-clauses 2603(2)(viii) or (ix) applicable to *Associate Portfolio Managers* or *Portfolio Managers* respectively.

2628. Exam validity

(1) An *individual* is deemed to have successfully completed an exam if:

(i) the *individual* successfully completed the prescribed exam within three years prior to the date of application for approval,

(ii) the *individual* who successfully completed the prescribed exam was previously approved in the same *Approved Person* category, or another category which required the same exam, within three years prior to the date of application for approval, or

(iii) the *individual* who successfully completed the prescribed exam gained one year of

relevant *securities* industry experience, acceptable to *CIRO*, within three years prior to the date of application for approval.

(2) For the purposes of determining exam validity, an *Approved Person* is not considered to have been approved during any period in which the *Approved Person's* approval was suspended or the *individual* was otherwise not conducting any activities requiring *CIRO* approval on behalf of the *Dealer Member*.

(3) The validity periods do not apply to the Canadian Investment Manager Designation, the Chartered Investment Manager Designation (CIM®) and the CFA Charter provided the holders of these designations continue to have the right to use the designation and the designation has not been revoked or otherwise restricted.

PART C – TRANSITION PROVISIONS

2629. Transition from previously prescribed courses

(1) An *individual* is exempt from the requirements in section 2603 if all of the following apply:

(i) the *individual* enrolls in a course offered by CSI Global Education Inc. prescribed under the Investment Dealer and Partially Consolidated Rules prior to January 1, 2026,

(ii) the *individual* successfully completes the course and its exam prior to January 1, 2027,

(iii) the *individual* would satisfy the proficiency requirements applicable to the same approval category prior to January 1, 2026, upon completion of the course completed in clause (ii), and

(iv) the sponsoring *Dealer Member* submits an application for approval for the *individual*, prior to January 1, 2027.

(2) An *individual* is exempt from the requirements in section 2603 if all of the following apply:

(i) the *individual* enrolls in a course offered by CSI Global Education Inc. or the IFSE Institute prescribed under the Mutual Fund Dealer Rules before the coming into effect of these *Rules*,

(ii) the *individual* successfully completes the course and its exam prior to [date],

(iii) the *individual* would satisfy the proficiency requirements applicable to the same approval category prior to the coming into effect of these *Rules*, upon completion of the course completed in clause (ii), and

(iv) the sponsoring *Dealer Member* submits an application for approval for the *individual*, prior to [date].

(3) If an *individual* is required to complete the Wealth Management Essentials (WME) course as of December 31, 2025, the *individual* may complete either of the following:

(i) WME by earlier of December 31, 2026, or the required completion date prescribed under the Investment Dealer and Partially Consolidated Rules that were in effect prior to January 1, 2026, or

(ii) Retail Securities Exam by the required completion date prescribed under the Investment Dealer and Partially Consolidated Rules that were in effect prior to January 1, 2026.

2630. Transition of Advising Representatives and Associate Advising Representatives into the Portfolio Manager and Associate Portfolio Manager approval category

(1) An *individual* registered as an advising representative or associate advising representative by a *securities regulatory authority* within the 90 days prior to the date of application as a *Portfolio Manager* or *Associate Portfolio Manager* has 90 days after the date of approval by *CIRO* to complete the conduct training in clause 2604(2)(i), and

(i) The *Dealer Member* must notify *CIRO* of completion of the training within 90 days after approval.

2631. – 2699. Reserved.

RULE 2700 | CONTINUING EDUCATION REQUIREMENTS FOR APPROVED PERSONS

2701. Introduction

(1) *CIRO* requires *Approved Persons* to meet continuing education requirements to enhance and further develop their baseline proficiencies.

(2) Rule 2700 is divided into the following parts:

Part A – Continuing education requirements for Investment Dealer Members' Approved Persons

[sections 2702 – 2755]

Part A.1 – The Investment Dealer Member's continuing education program and continuing education requirements

[sections 2703 and 2704]

Part A.2 – Investment Dealer Member's Continuing education program courses and administration

[sections 2715 through 2717]

Part A.3 – Participation in the Investment Dealer Member's continuing education program

[section 2725]

Part A.4 – Changes during an Investment Dealer Member's continuing education program cycle

[section 2735]

Part A.5 – Exemptions and Extensions

[section 2745]

Part A.6 – Penalties applicable to the Investment Dealer Member's continuing education requirements for Approved Persons

[section 2755]

Part B – Continuing education requirements for Mutual Fund Dealer Members' Approved Persons

[sections 2761-2784]

Part B.1 – Proration of Credits

[sections 2763-2765]

Part B.2 – Leaves of absence

[sections 2766-2767]

Part B.3 – Component content

[sections 2768-2771]

Part B.4 – Delivery standard

[sections 2772-2773]

Part B.5 – Mutual Fund Dealer Member's administration of the continuing education program

[section 2774]

Part B.6 – Evidence of completion

[section 2775]
Part B.7 – Reporting
[sections 2776-2779]
Part B.8 – Assessments
[sections 2780-2782]
Part B.9 – Non-Compliance
[sections 2783-2784]

PART A - CONTINUING EDUCATION REQUIREMENTS FOR INVESTMENT DEALER MEMBERS' APPROVED PERSONS

2702. Definitions

(1) The following terms have the meaning set out below when used in sections 2703 through 2755:

"Investment Dealer Member continuing education course" (*cours de formation continue des courtiers membres en placement*)	A single, integrated course or series of relevant courses, seminars, programs or presentations that together meet the time and content requirements for continuing education set out in Part A of Rule 2700.
"Investment Dealer Member continuing education participant" (*participant au programme de formation continue des courtiers membres en placement*)	An *Investment Dealer Member*'s *Approved Person* approved in one or more of the categories set out in subsection 2704(1).
"Investment Dealer Member continuing education program" (*programme de formation continue des courtiers membres en placement*)	*CIRO's* continuing education program, consisting of compliance and professional development requirements for *Investment Dealer Members*.

PART A.1 - THE INVESTMENT DEALER MEMBER CONTINUING EDUCATION PROGRAM AND CONTINUING EDUCATION REQUIREMENTS

2703. The Investment Dealer Member continuing education program

(1) The *Investment Dealer Member continuing education program* consists of three parts:

(i) a compliance course requirement, which is training covering ethical issues, regulatory developments and rules governing investment dealer conduct,

(ii) a professional development course requirement, which is training that fosters learning and development in areas relevant to investment dealer business, and

(iii) mandated annual continuing education training specifically prescribed by *CIRO* which may satisfy clauses (i) or (ii) above as prescribed by *CIRO*.

(2) The *Investment Dealer Member continuing education program* operates in two year cycles. The first two year cycle commenced on January 1, 2018. The beginning and end of each *Investment Dealer Member continuing education program* cycle is the same for all *Investment Dealer Member continuing education participants*.

(3) An *Investment Dealer Member* or external course provider may provide an *Investment Dealer Member continuing education course*.

(4) An *Investment Dealer Member* or external course provider may submit *Investment Dealer Member continuing education courses* for accreditation through *CIRO's* accreditation process.

(5) An *Investment Dealer Member continuing education participant* is exempt from the professional development course requirement if they:

(i) are approved in the category of an *Investment Dealer Member*'s *Registered Representative, Associate Portfolio Manager, Portfolio Manager* or *Supervisor,* and

(ii) have been continuously approved in a retail trading capacity since January 1, 1990 or earlier by either *CIRO*, the Toronto Stock Exchange, the Montreal Exchange, or the TSX Venture Exchange including any of their predecessors.

2704. Investment Dealer Member continuing education requirements

(1) In each *Investment Dealer Member continuing education program* cycle, an *Investment Dealer Member continuing education participant* must meet the continuing education requirements for the applicable *Investment Dealer Member's Approved Person* category, regardless of product type, as set out in the following table.

Investment Dealer Member's Approved Person Category	Client Type	Compliance course requirement	Professional development course requirement
Registered Representative	*retail client*	Yes	Yes
Registered Representative	*institutional client*	Yes	No
Investment Representative	*retail client* or *institutional client*	Yes	No
Portfolio Manager	*retail client* or *institutional client*	Yes	Yes
Associate Portfolio Manager	*retail client* or *institutional client*	Yes	Yes
Trader	N/A	Yes	No
Supervisor	*retail client or institutional client*	Yes	No
Ultimate Designated Person	N/A	Yes	No
Chief Compliance Officer	N/A	Yes	No

(2) *Registered Representatives* dealing in mutual funds only who are an *employee* of a firm registered as both an investment dealer and mutual fund dealer :

(i) are not subject to and do not need to comply with the *Registered Representative* continuing education requirements set out in subsection 2704(1), and

(ii) are subject to and must comply with the continuing education requirements for *individuals* registered as a *Mutual Fund Dealer Member*'s *Registered Representative* set out in Part B of this Rule 2700.

(3) An *Investment Dealer Member continuing education participant* registered in more than one *Approved Person* category must meet the continuing education requirements of the category with the most onerous continuing education requirements.

(4) All *Investment Dealer Member continuing education participants* must complete at least 10 hours of compliance courses in each *Investment Dealer Member continuing education program* cycle in accordance with requirements in section 2715.

(5) An *Investment Dealer Member continuing education participant* that is subject to professional development requirements must complete at least 20 hours of professional development courses in each *Investment Dealer Member continuing education program* cycle in accordance with requirements in section 2716.

2705. – 2714. Reserved.

PART A.2 – INVESTMENT DEALER MEMBER CONTINUING EDUCATION PROGRAM COURSES AND ADMINISTRATION

2715. The compliance course

(1) An *Investment Dealer Member continuing education participant*:

(i) may only receive continuing education credit for a compliance course with an examination, in the cycle when the *Investment Dealer Member continuing education participant* successfully passes the examination,

(ii) may not receive continuing education credit for any preparation towards a compliance course with an examination, except in the cycle when the *Investment Dealer Member continuing education participant* successfully passes the examination, and

(iii) may receive continuing education credit of a maximum of five hours for compliance *Investment Dealer Member continuing education courses* offered by a foreign *securities* dealer or foreign external course provider.

(2) An *Investment Dealer Member* may give continuing education credit for *Investment Dealer Member* compliance manual training where:

(i) the content of the compliance manual training satisfies clause 2703(1)(i), and

(ii) the compliance manual training is delivered by the *Investment Dealer Member* through in-person seminars, or webinars that are accompanied by a method of evaluation.

2716. The professional development course

(1) An *Investment Dealer Member continuing education participant* subject to the professional development course requirement:

(i) may not receive continuing education credit for any preparation towards a professional development course with an examination, except in the cycle when the *Investment Dealer Member continuing education participant* successfully passes the examination, and

(ii) may only receive continuing education credit for a professional development course with an examination in the cycle when the *Investment Dealer Member continuing education participant* successfully passes the examination.

2717. Investment Dealer Member's administration of the Investment Dealer Member continuing education program

(1) An *Investment Dealer Member* must:

(i) verify the *Investment Dealer Member continuing education participant's* compliance with the requirements at the end of the *Investment Dealer Member continuing education program* cycle,

(ii) keep evidence of an *Investment Dealer Member continuing education participant's* completion of the *Investment Dealer Member continuing education course*, which may be a certificate issued by the course provider, an attendance sheet, or bulk notice of completion,

(iii) keep *Investment Dealer Member continuing education program records,* including course related materials, for each *Investment Dealer Member continuing education program* cycle for a minimum of seven years following the end of the *Investment Dealer Member continuing education program* cycle,

(iv) designate an *individual* responsible for supervising training and approving an *Investment Dealer Member continuing education participant*'s chosen *Investment Dealer Member continuing education course*,

(v) ensure that an *Investment Dealer Member continuing education participant*'s chosen *Investment Dealer Member continuing education course* satisfies the content criteria described in subsection 2703(1),

(vi) where the *Investment Dealer Member continuing education course* is delivered by the *Dealer Member,* evaluate an *Investment Dealer Member continuing education participant's* knowledge and understanding of the course,

(vii) ensure that each *Investment Dealer Member continuing education participant* meets the continuing education requirements during each *Investment Dealer Member continuing education program* cycle, and

(viii) update the continuing education reporting system and notify *CIRO* within 10 *business days* after the end of the *Investment Dealer Member continuing education program* cycle of all *Investment Dealer Member continuing education participants* that have met their continuing education requirements within the prescribed cycle.

(2) An *Investment Dealer Member* may allow an *Investment Dealer Member continuing education participant* to use the continuing education credits earned through courses or seminars completed at the *Investment Dealer Member continuing education participant's* former sponsoring *Dealer Member*. An *Investment Dealer Member* may accept a statement of completion issued by the *Investment Dealer Member continuing education participant's* former sponsoring *Dealer Member*.

(3) A *Dealer Member* may allow a *continuing education participant* to use mandatory conduct training prescribed in subsection 2604(2) towards compliance course requirement in clause 2703(1)(i).

2718. – 2724. Reserved.

PART A.3 – PARTICIPATION IN THE INVESTMENT DEALER MEMBER CONTINUING EDUCATION PROGRAM

2725. Participation of recently Approved Persons

(1) An *individual* enters the *Investment Dealer Member continuing education program* cycle upon initial approval in an *Investment Dealer Member's Approved Person* category listed in subsection 2704(1).

(2) Notwithstanding subsection 2725(1), an *individual* that receives approval in an *Investment Dealer Member's Approved Person* category listed in subsection 2704(1) during the last six months of the current *Investment Dealer Member continuing education program* cycle will become subject to the applicable continuing education requirements starting at the beginning of the next *Investment Dealer Member continuing education program* cycle.

2726. – 2734. Reserved.

PART A.4 - CHANGES DURING AN INVESTMENT DEALER MEMBER'S CONTINUING EDUCATION PROGRAM CYCLE

2735. Changes to Approved Persons category during a continuing education program cycle

(1) An *Investment Dealer Member continuing education participant* who changes his or her *Approved Person* category during an *Investment Dealer Member continuing education program* cycle must complete the continuing education requirements applicable to the new *Investment Dealer Member's Approved Person* category in the same *Investment Dealer Member continuing education program* cycle.

(2) Notwithstanding subsection 2735(1), an *Investment Dealer Member continuing education participant* who changes his or her *Investment Dealer Member's Approved Person* category during the last six months of the current *Investment Dealer Member continuing education program* cycle, becomes subject to the applicable continuing education requirements of the new *Investment Dealer Member*'s *Approved Person* category at the beginning of the next *Investment Dealer Member continuing education program* cycle.

(3) An *Investment Dealer Member continuing education participant* may not change to an *Approved Person* category with less onerous continuing education requirements to avoid completing the more onerous continuing education requirements of a former *Investment Dealer Member*'s *Approved Person* category, or penalties for non-completion of continuing education requirements. Any change to the *Approved Person* category during the last six months of the *Investment Dealer Member continuing education program* cycle which results in less onerous continuing education requirements must be accompanied by an explanation from the sponsoring *Dealer Member* to satisfy *CIRO* that the category change is not an avoidance measure.

2736. – 2744. Reserved.

PART A.5 – EXEMPTIONS AND EXTENSIONS

2745. Exemptions and extensions

(1) *CIRO* may extend the time an *Investment Dealer Member continuing education participant* has to complete any *Investment Dealer Member continuing education course* beyond the two year *Investment Dealer Member continuing education program* cycle due to, but not limited to, an illness if:

(i) an *Executive* at the *Investment Dealer Member continuing education participant's* sponsoring *Dealer Member*:

(a) approves the extension,

(b) notifies *CIRO* of the reason for the extension, and

(c) proposes the new date of completion of the required course,

and

(ii) *CIRO* approves the request for an extension.

(2) In the case of an indefinite leave of absence, *CIRO* may exempt from the *Investment Dealer Member continuing education program* an *Investment Dealer Member continuing education participant* who is unable to complete his or her continuing education requirements due to, but not limited to an illness, for more than one *Investment Dealer Member continuing education program* cycle if:

(i) an *Executive* at the *Investment Dealer Member continuing education participant's* sponsoring *Dealer Member*:

(a) approves the exemption,

(b) notifies *CIRO* of the reason for the exemption, and

(c) states that the leave is for an indefinite period,

and

(ii) *CIRO* approves the request for an exemption.

(3) An *Investment Dealer Member continuing education participant* who is granted an exemption under subsection 2745(2) and returns to the industry after an absence of:

(i) three years or less must have *CIRO* determine the continuing education requirements before they resume any activity that needs approval, or

(ii) more than three years must meet the applicable proficiency and registration requirements for their *Investment Dealer Member*'s *Approved Person* category.

2746. – 2754. Reserved.

PART A.6 - PENALTIES APPLICABLE TO THE INVESTMENT DEALER MEMBER'S CONTINUING EDUCATION REQUIREMENTS FOR APPROVED PERSONS

2755. Penalties for late filing or not completing continuing education requirements in a continuing education program cycle

(1) On the last *business day* of the first month of an *Investment Dealer Member continuing education program* cycle, *CIRO* will automatically suspend the approval of the *Investment Dealer Member continuing education participant* if:

(i) an *Investment Dealer Member continuing education participant* fails to complete the continuing education requirements for the previous *Investment Dealer Member continuing education program* cycle within the prescribed cycle, or

(ii) the sponsoring *Dealer Member* fails to update the continuing education reporting system and notify *CIRO* as required by clause 2717(1)(vii).

(2) A sponsoring *Dealer Member* that fails to comply with the requirements of clause 2717(1)(vii) will be liable for and pay *CIRO* such fees as the *Board* may prescribe from time to time.

(3) *CIRO* may reinstate the *Investment Dealer Member continuing education participant's* approval after the sponsoring *Dealer Member* has notified *CIRO* in writing that the *Investment Dealer Member continuing education participant* has completed the continuing education requirements.

(4) If a sponsoring *Dealer Member* pays a fine in error, *CIRO* will issue a refund provided the *Dealer Member* requests a refund within 120 days of the date the invoice is issued by *CIRO*.

2756. – 2760. Reserved.

PART B - CONTINUING EDUCATION REQUIREMENTS FOR MUTUAL FUND DEALER MEMBERS' APPROVED PERSONS

2761. Definitions

(1) The following terms have the meaning set out below when used in sections 2761 through 2784:

"cycle" (*cycle*)	Any 24-month period beginning on December 1st of an odd-numbered year.
"date of participation" (*date de participation*)	The date upon which a *Mutual Fund Dealer Member*'s *Approved Person* was approved, under the *Rules*, in one or more categories set out under Rule 2600.
"CE reporting and tracking system" or "CERTS" (*système de suivi et de rapport de la FC* or *SSRFC*)	The online system established for the purpose of administering the *Mutual Fund Dealer Members'* continuing education program.
"MFDM CE credit" (*crédit en FC des CMEC*)	Any continuing education credit that meets the requirements set out in Part B of Rule 2700, including credits for the Business

	Conduct component, Compliance component, and Professional Development component.
"CE Participant" (*participant au programme de FC*)	Any *Mutual Fund Dealer Member*'s *Approved Person* who is approved, during a *cycle*, as a *Registered Representative*, *Chief Compliance Officer* or *Ultimate Designated Person*, or *Supervisor* under these *Rules*.

2762. Mutual Fund Dealer Member continuing education

(1) **Compliance with Mutual Fund Dealer Member continuing education requirements**. Each *Mutual Fund Dealer Member* and each *Mutual Fund Dealer Member*'s *Approved Person* shall comply with continuing education requirements applicable to them, as set out under part B of Rule 2700.

(2) **Registered Representative.** For each *cycle*, every *Approved Person* who is approved as a *Mutual Fund Dealer Member*'s *Registered Representative* under Rule 2600 must complete 8 Business Conduct Credits, 20 Professional Development Credits and 2 Compliance Credits, in accordance with requirements under Part B of Rule 2700.

(3) **Chief Compliance Officer, Ultimate Designated Person and Supervisor.** Where an *Approved Person* is not approved as a *Mutual Fund Dealer Member*'s *Registered Representative*, but is approved as either a *Chief Compliance Officer* or *Ultimate Designated Person*, or *Supervisor* under the *Rules*, that *individual* must, for each *cycle*, complete 8 Business Conduct Credits, and 2 Compliance Credits, in accordance with requirements under Part B of Rule 2700.

(4) **Continuing education requirements for a partial cycle.**

(i) **Non-Application.** A *Mutual Fund Dealer Member*'s *Approved Person* is not required to meet requirements specified under subsections 2762(2) or 2762(3) where, in any given *cycle*, the *Mutual Fund Dealer Member*'s *Approved Person* is subject to that component requirement for a period that is less than, or equal to, 2 months.

(ii) **Pro-ration of credits.** Where a *Mutual Fund Dealer Member*'s *Approved Person* is subject to a requirement specified under subsections 2762(2) or 2762(3) for less than a full *cycle*, and the period in question is greater than 2 months, the *Mutual Fund Dealer Member*'s *Approved Person* may be able to satisfy such requirements on a pro-rata basis, in accordance with the applicable provisions of Part B of Rule 2700.

(5) **Leaves of Absence.** Where a *Mutual Fund Dealer Member*'s *Approved Person* is subject to the requirements under subsections 2762(2) or 2762(3), and was absent, for a period of at least 4 consecutive weeks, from their employment as an *Approved Person*, the *Chief Compliance Officer* can reduce the requirements applicable to that *Approved Person* under subsections 2762(2) or 2762(3), in accordance with the applicable provisions under Part B of Rule 2700.

(6) **Evidence of completion.** Each *Mutual Fund Dealer Member* must maintain evidence of completion of *MFDM CE credits* for a *cycle*, as required under Part B of this Rule 2700 following the end of that *cycle*.

(7) **Reporting**. Each *Mutual Fund Dealer Member* must meet the minimum requirements set out under Part B of this Rule 2700 respecting notification to *CIRO* of the completion of *MFDM CE credits*.

(8) **Non-compliance.**

(i) Where, for any given *cycle*, a *Mutual Fund Dealer Member*'s *Approved Person* does not meet the requirements of the *Mutual Fund Dealer Member* continuing education program, that *individual* shall cease to act as an *Approved Person* of any *Mutual Fund Dealer Member*, until such time as *CIRO* has determined that the prescribed requirements have been met.

(ii) Each *Mutual Fund Dealer Member* shall be liable for and pay to *CIRO* fees, levies, or assessments in the amounts prescribed from time to time by *CIRO* for the failure of the *Mutual Fund Dealer Member* or a *Mutual Fund Dealer Member*'s *Approved Person* to comply with the requirements of Part B of this Rule 2700.

PART B.1 - PRORATION OF CREDITS

2763. New CE Participants

(1) Requirements under subsections 2762(2) or 2762(3) do not apply to a *CE Participant* where their initial *date of participation* falls within the 23rd or 24th month of the *cycle*.

(2) A *CE Participant*, who is in their first *cycle*, must satisfy the requirements for each component specified under subsections 2762(2) or 2762(3) on a pro-rata basis, where their initial *date of participation* falls within months 1 to 22 of that *cycle*. A pro-rata calculation made under this section must use the following formula:

Total Number of component credits required = A x B/24

where

A = the total number of *MFDM CE credits* required for the component in a full *cycle* (i.e. 8 for business conduct, 20 for professional development, and 2 for compliance), and

B = the total number of months remaining in the *cycle*, including the month of participation, and

The **Total Number of component credits required is rounded up** to the nearest full credit.

2764. Returning CE Participants

(1) A returning *CE Participant* who has been previously approved as a *Mutual Fund Dealer*'s *Registered Representative*, *Chief Compliance Officer*, *Ultimate Designated Person*, or as a *Supervisor*:

(i) must, within 10 *business days* of returning as a *CE Participant*, satisfy their outstanding *MFDM CE credits*, if any, from the immediately preceding *cycle*,

(ii) is not required to satisfy the requirements under subsections 2762(2) or 2762(3) in the current *cycle*, if, as a returning *CE Participant*, their *date of participation* falls within the 23rd or 24th month of the *cycle*,

(iii) must satisfy, on a pro-rata basis, the requirements for each component under subsections 2762(2) or 2762(3) for the current *cycle*, using the formula set out in subsection 2763(2) above, provided that their *date of participation* falls within months 1 to 22 of the current *cycle*.

2765. Change in participation

(1) During the course of a *cycle*, there may be changes to a *CE Participant*'s categories of approval. As a result of such changes, the *CE Participant* may become subject to continuing education requirements which are different from those to which they were subject to earlier in that *cycle*. In such circumstances, the *CE Participant* must use the following formula to determine their requirements for each component for the *cycle*:

Total number of component credits required = A x C/24

where

A = the total number of *MFDM CE credits* required for the component in a full *cycle* (i.e. 8 for business conduct, 20 for professional development, and 2 for compliance), and

C = the total number of months in the *cycle*, including each initial partial month, during which the component credit requirement was applicable, and

The **total number of component credits required** is rounded up to the nearest full credit.

(2) Notwithstanding the provisions under subsection 2765(1), a *CE Participant* is not required to satisfy the requirements for any component under subsections 2762(2) or 2762(3) for the current *cycle*, provided that the total number of months in the *cycle* during which the component credit requirements was applicable, including each initial partial month, is less than 3.

PART B.2 – LEAVES OF ABSENCE

2766. Leaves

(1) Subsection 2762(5) permits a *Mutual Fund Dealer Member* to reduce the *MFDM CE credit* requirements applicable to a *CE Participant* under subsections 2762(2) or 2762(3) in circumstances where the *CE Participant* was absent, for a period of at least 4 consecutive weeks, from their employment as a *Mutual Fund Dealer Member*'s *Approved Person* due to the following:

(i) Pregnancy or parental leave,

(ii) Personal emergency leave,

(iii) Family caregiver or medical leave,

(iv) Personal illness or injury,

(v) Mandatory duty as a juror or witness, or

(vi) Other similar leaves of absence defined under applicable provincial laws.

(2) In order to reduce the number of *MFDM CE credit* requirements, the *Chief Compliance Officer*, or their delegate, must:

(i) approve the reduction in the number of *MFDM CE credits*,

(ii) maintain sufficient evidence and documentation to support their decision, including the following:

(a) how the calculation of the reduction in the number of *MFDM CE credits* was determined,

(b) the nature of the absence, and

(iii) notify *CIRO* of the reduction in the number of *MFDM CE credits* by filing a credit reduction report with *CIRO* no later than 10 days following the end of each *cycle* in which the consideration was applicable.

2767. Reduction

(1) A reduction in *MFDM CE credits* must be calculated using the formula outlined under subsection 2763(2) above.

PART B.3 – COMPONENT CONTENT

2768. Introduction

(1) This part B.3 sets out minimum standards for continuing education content for *Mutual Fund Dealer Members*. These standards should be considered in the context of what is reasonable based on the *CE Participant*'s roles and responsibilities and the *Mutual Fund Dealer Member*'s operations. *Mutual Fund Dealer Members* must have procedures for identifying appropriate training topic areas for their *CE Participants*.

2769. Business Conduct

(1) Business Conduct content is educational material that promotes, directs and guides ethical and compliant conduct. It includes education regarding ethical issues, *Rules*, other applicable legislation, and *Mutual Fund Dealer Member*'s policies and procedures for complying with regulatory requirements.

(2) A single Business Conduct Credit consists of 1 hour of training in at least one of the following topic areas:

(i) Ethics,

(ii) *Rules* and the *Mutual Fund Dealer Member*'s policies and procedures for complying with the *Rules*, and

(iii) Relevant legislation and its application.

(3) For each *cycle* where a *CE Participant* is required to obtain at least 8 Business Conduct Credits, a minimum of 1 and maximum of 2 such credits must be content relating to ethics.

(4) Ethics related content refers to content that examines ethical principles and moral or ethical problems that may arise in performing duties on behalf of a *Mutual Fund Dealer Member*, including the principles under section 1402. It applies to all aspects of business conduct and is relevant to the conduct of *individuals* and entire organizations.

(5) Other business conduct topics include, but are not limited to:

(i) Conflicts of interests,

(ii) Personal financial dealings,

(iii) Regulatory requirements and initiatives that affect *Mutual Fund Dealer Member* operations,

(iv) Disclosure of information to clients,

(v) Documentation standards,

(vi) Know-Your-Client,

(vii) Suitability and new products,

(viii) Know-Your-Product,

(ix) Anti-money laundering laws and regulations and related Member policies and procedures,

(x) Security and privacy of information, and

(xi) Complaint handling.

2770. Professional Development

(1) Professional Development content is educational material that maintains or enhances a *CE Participant*'s financial knowledge or proficiency.

(2) A single Professional Development Credit consists of 1 hour of training in at least one of the following topic areas:

(i) Products,

(ii) Financial planning,

(iii) Retirement planning,

(iv) Investment strategies and asset allocation,

(v) Client management techniques,

(vi) Economics, Accounting, and Finance,

(vii) Tax planning,

(viii) Estate planning, and

(ix) Insurance.

2771. Compliance

(1) Compliance content is education material relating to the conduct of *Dealer Members* and *CE Participants* that has been specifically designated by *CIRO*. Compliance content will include areas relating, but not limited, to, compliance examination findings, Compliance and Enforcement priorities, and proposed Rule changes.

(2) The two Compliance Credits must be obtained by completing continuing education activities specifically designated by *CIRO*.

PART B.4 – DELIVERY STANDARD

2772. Providers

(1) *Mutual Fund Dealer Members* may provide required content through their own training initiatives or through third parties.

2773. Accreditation

(1) A *Mutual Fund Dealer Member* or third party may submit a continuing education activity for accreditation through *CIRO*'s accreditation process.

PART B.5 – MUTUAL FUND DEALER MEMBER'S ADMINISTRATION OF THE CONTINUING EDUCATION PROGRAM

2774. Mutual Fund Dealer Member obligations

(1) A *Mutual Fund Dealer Member* must:

(i) verify the *CE Participant*'s compliance with the requirements at the end of the *cycle*,

(ii) keep evidence of a *CE Participant*'s completion of the continuing education activity in accordance with Part B.6 of this current Rule 2700,

(iii) verify completion of a continuing education activity and keep continuing education program *records*, including continuing education activity related materials, for each *cycle* for a minimum of seven years following the end of the *cycle*,

(iv) designate an *individual* responsible for supervising training and approving a *CE Participant*'s chosen continuing education activity,

(v) ensure that a *CE Participant*'s chosen continuing education activity satisfies the content criteria described in Part B.3 of this current Rule 2700,

(vi) where the continuing education activity is delivered by the *Mutual Fund Dealer Member*, evaluate a *CE Participant*'s knowledge and understanding of the continuing education activity, and

(vii) ensure that each *CE Participant* meets the continuing education requirements during each *cycle*.

PART B.6 - EVIDENCE OF COMPLETION

2775. Documentation issued by a third party

(1) Evidence of completion for *MFDM CE credits*, as required under section 2762, may be in the form of supporting documentation issued by a third party, including certificates/other notices of completion, attendance records, or test results.

PART B.7 - REPORTING

2776. CERTS

(1) *Mutual Fund Dealer Members* must use *CERTS* to comply with the reporting obligations of Part B of this current Rule 2700.

2777. Cycle

(1) Only *MFDM CE credits* obtained during the assigned eligibility period may be used to satisfy the requirements under section 2762. *MFDM CE credits* obtained during any *cycle* may only be used to satisfy the prescribed *MFDM CE credit* requirements for that *cycle* or a previous *cycle* where a *CE Participant* has outstanding requirements from that previous *cycle*.

2778. Responsibility

(1) *Mutual Fund Dealer Members* must file reports of completed *MFDM CE credits*, no later than 10 *business days* following the end of the *cycle*.

2779. CE Participant ceases to be an Approved Person

(1) Notwithstanding the provisions under section 2778, when a *CE Participant* ceases to be an *Approved Person* of a *Mutual Fund Dealer Member*, that Member must file a report of all completed *MFDM CE credits* for that *CE Participant* within 30 days.

PART B.8 - ASSESSMENTS

2780. Review

(1) *CIRO* may, at its discretion, conduct a review of any accredited continuing education activity delivered to *CE Participants* including the *records* to be retained by a *Mutual Fund Dealer Member* in respect of the *MFDM CE credits* reported to *CIRO*.

2781. Notification

(1) In such instances, the *Mutual Fund Dealer Member* shall be notified, in writing, by *CIRO* of the continuing education activities being reviewed and will have 15 days to submit to *CIRO* any documents and information requested as part of the assessment.

2782. Rejection

(1) Failure by a *Mutual Fund Dealer Member* to submit adequate evidence to support the continuing education activity delivered and the *MFDM CE credits* reported may result in the rejection by *CIRO* of all or some of the reported *MFDM CE credits* associated with that continuing education activity. As a result of such rejection, the *CE Participant* may, for that *cycle*, be found to be non-compliant with the requirements under section 2762.

PART B.9 - NON-COMPLIANCE

2783. Notification and fees

(1) Where, for any given *cycle*, *CIRO's* records indicate that a *CE Participant* has not met the requirements as prescribed under Part B of this current Rule 2700, *CIRO* shall notify the *CE Participant*'s sponsoring *Dealer Member* of the non-compliance determination no later than 30 days from:

(i) the end of the *cycle*,

(ii) for a returning *CE Participant*, upon failure to satisfy any outstanding credits from the immediately preceding *cycle*, or

(iii) the completion of an assessment of the *records* maintained by a *Dealer Member* where a rejection by *CIRO* of reported *MFDM CE credits* has resulted in non-compliance for a *CE Participant*.

(2) Where a *Dealer Member* has been notified of such non-compliance pursuant to subsection 2789(1), the *Dealer Member* shall have 15 days to submit a response for each non-compliance notification detailing a plan for each *CE Participant* to become compliant with the requirements under Part B of this current Rule 2700.

(3) Where, after receiving and reviewing the *Dealer Member*'s response, *CIRO* has determined that a *CE Participant* has not met the prescribed *MFDM CE credit* requirements for a given *cycle*, and *CIRO* is not satisfied with the *Dealer Member*'s response, *CIRO* shall provide notification to the *CE Participant*'s sponsoring *Dealer Member* indicating that the *CE*

Participant is not to act as an *Approved Person* of any *Mutual Fund Dealer Member* until such time as *CIRO* has determined that the prescribed *MFDM CE credit* requirements have been met.

(4) Where a *Dealer Member* has been notified pursuant to subsection 2789(3), the *Dealer Member* shall:

(i) immediately provide appropriate notification of this matter to the applicable *CE Participant*, and

(ii) promptly take all steps necessary to ensure that all impacted clients continue to receive service in accordance with requirements under the *Rules*.

(5) Where *CIRO* has determined that a *CE Participant* has not met the prescribed *MFDM CE credit* requirements for any given *cycle*, as prescribed under Part B of this current Rule 2700, *CIRO* may, for each such occurrence, impose a $2,500 fee on the *CE Participant*'s sponsoring *Dealer Member*.

(6) *Dealer Members* will have 30 days from the date of notification to pay the fee in full to *CIRO*.

2784. Reinstatement

(1) Where *CIRO* has provided notification to a *CE Participant*'s sponsoring *Dealer Member* pursuant to subsection 2789(3), the *Dealer Member* may file *MFDM CE credit* reports for that applicable *cycle* for review by *CIRO*.

(2) Where *CIRO* subsequently determines that the *CE Participant* has met the prescribed *MFDM CE credit* requirements for that applicable *cycle*, notification will be delivered to the *CE Participant*'s sponsoring *Dealer Member* stating that the *CE Participant* is in compliance with the requirements under Part B of this current Rule 2700.

2785. – 2799. Reserved

RULE 2800 | THE NATIONAL REGISTRATION DATABASE

2801. Introduction

(1) A *Dealer Member* must participate in the *National Registration Database* (defined in subsection 2802(1)).

(2) A *Dealer Member* must ensure timely and accurate filings on the *National Registration Database*.

2802. Definitions

(1) The following terms have the meaning set out below when used in sections 2803 through 2808:

"authorized firm representative" (*représentant autorisé de la société*)	For a *Dealer Member*, an *individual* with his or her own *National Registration Database* user identification and who is authorized by the *Dealer Member* to submit information in *National Registration Database format* for that *Dealer Member* and *individual* applicants with respect to whom the *Dealer Member* is the sponsoring *Dealer Member*.
"chief authorized firm representative" (*représentant en chef autorisé de la société*)	For a *Dealer Member* filer, an *individual* who is an *authorized firm representative* and has accepted an appointment as a *chief authorized firm representative* by the *Dealer Member*.
"National Registration Database" (*Base de données nationale d'inscription*)	The online electronic database of registration and approval information regarding *Dealer Members*, their registered or *Approved Persons* and other firms and *individuals* registered under *securities laws*, and includes the computer system providing for the transmission, receipt, review and dissemination of that registration information by electronic means including, any successor database.
"National Registration Database account" (*compte BDNI*)	An account with a member of the Canadian Payments Association from which fees may be paid with respect to *National Registration Database* by electronic pre-authorized debit.
"National Registration Database Administrator" (*administrateur de la Base de données nationale d'inscription*)	The Alberta Securities Commission or a successor appointed by the *securities regulatory authorities* to operate the *National Registration Database*.
"National Registration Database format" (*format BDNI*)	The electronic format for submitting information through the *National Registration Database website*.
"National Registration Database submission"	The information that is submitted under *securities laws*, *securities* directions or under Rule 2800, in the *National Registration Database format*, or the act of submitting information under *securities laws*, *securities* directions or

(*présentation de renseignements à la Base de données nationale d'inscription*)	under Rule 2800, in the *National Registration Database format,* as the context requires.
"National Registration Database website" (*site Web de la Base de données nationale d'inscription)*	The website operated by the *National Registration Database Administrator* for the *National Registration Database submissions*.

2803. Dealer Member obligations for the National Registration Database

(1) A *Dealer Member* must, as prescribed by the applicable *securities laws*:

(i) enroll in the *National Registration Database* and pay the enrollment fee to the *securities regulatory authority* in the *Dealer Member's* principal jurisdiction,

(ii) enroll, with the *National Registration Database Administrator*, only one *chief authorized firm representative* responsible for the *Dealer Member's National Registration Database* filings,

(iii) notify the *National Registration Database Administrator*, of the appointment of a new *chief authorized firm representative* within seven days of the appointment,

(iv) notify the *National Registration Database Administrator*, of any change in name, phone number, fax number or email address of the *chief authorized firm representative* within seven days of the change,

(v) maintain only one *National Registration Database account*, and

(vi) submit through the *National Registration Database* any change of an *authorized firm representative* who is not the *chief authorized firm representative*, within seven days.

(2) The following list describes the submission requirements as prescribed by *securities laws*.

(i) A *Dealer Member* must make the following submissions using the *National Registration Database* on the *National Registration Database* form specified, within the time period prescribed by National Instrument 33-109.

Type of submission	**Form**
(a) an application for approval of an *individual* under any *CIRO requirement*	Form 33-109F4 - Registration of Individuals and Review of Permitted Individuals
(b) a notification of any change in the type of business which an *Approved Person* will conduct	Form 33-109F2 - Change or Surrender of Individual Categories
(c) (I) an application for different or additional approval under *CIRO requirements* for any *Approved Person*, (II) a surrender of existing approval	Form 33-109F2 - Change or Surrender of Individual Categories
(d) a report of a change of information regarding an *Approved Person* previously submitted in Form 33-109F4	Form 33-109F5 - Change of Registration Information

Type of submission	Form
(e) an application for an exemption from a proficiency requirement in sections 2603, 2604 or 2605, as applicable, for an *Approved Person* or applicant for approval	"Apply for an Exemption" submission on the *National Registration Database*
(f) a notification by a *Dealer Member* of the end of an employee's *Approved Person* status	Form 33-109F1 - Notice of End of Individual Registration or Permitted Individual Status
(g) a notification of a *business location* opening or closing under section 2202	Form 33- 109F3 - Business locations other than head office
(h) a notification of change of address, type of location or supervision of any *business location*	Form 33-109F3 - Business locations other than head office
(i) notification of reinstatement of *individual* approval.	Form 33-109F7 - Reinstatement of Registered Individuals and Permitted Individuals (see section 2808 for eligible criteria before making this filing).

(ii) Before filing a notice of change of business type under sub-clause 2803(2)(i)(b) above, a *Dealer Member* must notify *CIRO* through the *National Registration Database* that either:

(a) the *Approved Person* has completed the necessary proficiency requirements under sections 2603, 2604 or 2605 to undertake the type of business, or

(b) the *Approved Person* has been granted an exemption from the proficiency requirements under sections 2625 through 2628.

2804. Temporary hardship exemption

(1) A *Dealer Member* that cannot file a document in the *National Registration Database format* within the time required under subsection 2803(2) because of unexpected technical problems must submit the document outside of the *National Registration Database* within seven days of the required filing date.

(2) When submitting outside of the *National Registration Database* under subsection 2804(1), the *Dealer Member* must include the following text at the top of the first page of the submission in capital letters:

"IN ACCORDANCE WITH SECTION 2804 OF THE CIRO RULES AND PART 5 OF NATIONAL INSTRUMENT 31-102 NATIONAL REGISTRATION DATABASE, WE ARE SUBMITTING THIS [SPECIFY DOCUMENT] OUTSIDE OF NATIONAL REGISTRATION DATABASE UNDER A TEMPORARY HARDSHIP EXEMPTION."

(3) As soon as practicable, but within fourteen days after the unexpected technical problems have been fixed, a *Dealer Member* must resubmit using the *National Registration Database format* the information filed outside of the *National Registration Database* under subsection 2804(1).

2805. Due diligence and record keeping

(1) A *Dealer Member* must make reasonable efforts to ensure that the information submitted through the *National Registration Database* is true and complete.

(2) A *Dealer Member* must keep all documents used to meet its obligation under subsection 2805(1) for seven years after the *individual* ceases to be an *Approved Person* of the *Dealer Member*, or in any case when an *individual* who applied for approval was refused or withdrawn.

(3) A *Dealer Member* must record the *National Registration Database submission* number on any document kept under subsection 2805(2).

(4) For recently approved *individuals*, a *Dealer Member* must obtain, within 60 days of approval, a copy of the most recent Form 33-109F1 issued in respect of the *individual* by the former sponsoring *Dealer Member*.

2806. Fees

(1) A *Dealer Member* must pay, the annual *National Registration Database* system fee set by *CIRO,* to the *securities regulatory authority* in the local jurisdiction by electronic pre-authorized debit through the *National Registration Database*.

(2) The following fees must be submitted as prescribed by *securities laws* and *CIRO requirements*:

(i) a *Dealer Member* making any *National Registration Database submission* under section 2803 must pay the prescribed fees for the submission, together with the *National Registration Database* system fee, to the *securities regulatory authority* in the *Dealer Member's* local jurisdiction for the use of the *National Registration Database*,

(ii) a *Dealer Member* must pay any prescribed fees for failure to file any notification within the time specified, and

(iii) a *Dealer Member* is required to pay all fees payable under section 2806 through its *National Registration Database account* by pre-authorized electronic debit.

(3) A *Dealer Member* making an application for a proficiency exemption, for an *Approved Person* or applicant for approval, will be liable for and pay *CIRO* an exemption request fee as prescribed from time to time by the *Board*.

2807. Cessation of Approved Person status

(1) A *Dealer Member* must notify *CIRO* of the cessation of an *individual*'s status as an *Approved Person,* within the time period and the manner prescribed in National Instrument 33-109.

(2) Approval of an *individual* will end if:

(i) the *individual* ceases to be an *Approved Person* with a *Dealer Member*, or

(ii) the approved agency relationship with a *Dealer Member* is terminated.

(3) A *Dealer Member* must upon receiving a request from an *individual* that was its former *Approved Person*, provide to the *individual* a copy of the Form 33-109F1 that the *Dealer*

Member submitted under subsection 2807(1) in respect of that *individual,* within the time period prescribed by National Instrument 33-109.

(4) If a *Dealer Member* completed and submitted the information in item five of Form 33-109F1 in respect of an *individual* who made a request under subsection 2807(3) and that information was not included in the initial copy provided to the *individual*, the *Dealer Member* must provide to that *individual* a further copy of the completed Form 33-109F1, including the information in item five, within the time period prescribed by National Instrument 33-109.

2808. Reinstatement of Approved Persons

(1) An *individual* may be reinstated in the same *Approved Person* category or categories by submitting a completed Form 33-109F7, provided the conditions in Form 33-109F7 and National Instrument 33-109 are satisfied.

2809. – 2999. Reserved

SERIES 3000 | BUSINESS CONDUCT AND CLIENT ACCOUNTS RULES

RULE 3100 | DEALING WITH CLIENTS

3101. Introduction

(1) Rule 3100 sets out a *Dealer Member's* obligations with respect to their dealings with their clients. The requirements are intended to underpin *CIRO's* objectives of maintaining investor confidence in *securities* and *derivatives* markets and reinforcing a *Dealer Member's* responsibility to observe high standards of ethics and conduct in their dealings with clients.

(2) Rule 3100 is divided into the following parts:

Part A - Business Conduct
[section 3102]

Part B - Conflicts of interest
[sections 3105 through 3114]

Part C – Best execution of client orders
[sections 3119 through 3129]

Part D – Client identifiers
[section 3140]

PART A – BUSINESS CONDUCT

3102. Business conduct

(1) A *Dealer Member* must ensure that it handles its clients' business within the bounds of ethical conduct, consistent with just and equitable principles of trade, and in a manner that is not detrimental to the interests of the investing public and the investment industry.

(2) A *Dealer Member* must take reasonable steps to ensure that all orders or recommendations for any account are within the bounds of good business practice.

3103. – 3104. Reserved.

PART B – CONFLICTS OF INTEREST

3105. Responsibility to identify conflicts of interest

(1) A *Dealer Member* must take reasonable steps to identify existing material conflicts of interest, and material conflicts of interest that are reasonably foreseeable:

(i) between the *Dealer Member* and the client, and

(ii) between *persons* acting on the *Dealer Member*'s behalf and the client.

(2) An *Approved Person* must take reasonable steps to identify existing material conflicts of interest, and material conflicts of interest that are reasonably foreseeable, between the *Approved Person* and the client.

(3) If an *Approved Person* identifies a material conflict of interest under subsection 3105(2), the *Approved Person* must promptly report that conflict of interest to the *Dealer Member*.

3106. Approved Person responsibility to address conflicts of interest

(1) An *Approved Person* must address all material conflicts of interest between the client and the *Approved Person* in the best interest of the client.

(2) An *Approved Person* must avoid any material conflict of interest between the client and the *Approved Person* if the conflict is not, or cannot be, otherwise addressed in the best interest of the client.

(3) An *Approved Person* must not engage in any trading or advising activity in connection with a material conflict of interest identified by the *Approved Person* under subsection 3105(2) unless,

(i) the conflict has been addressed in the best interest of the client, and

(ii) the *Dealer Member* has given the *Approved Person* its consent to proceed with the activity.

3107. Dealer Member responsibility to address conflicts of interest

(1) A *Dealer Member* must address all material conflicts of interest between the *Dealer Member* and the client, including each *Approved Person* acting on its behalf, in the best interest of the client.

(2) A *Dealer Member* must avoid any material conflict of interest between the client and the *Dealer Member*, including each *Approved Person* acting on its behalf, if the conflict is not, or cannot be, otherwise addressed in the best interest of the client.

(3) A *Dealer Member* must adequately supervise how all material conflicts of interest between the client and the *Approved Person* are addressed by its *Approved Person*s pursuant to section 3106.

3108. Responsibility to disclose conflicts of interest

(1) A *Dealer Member* must disclose in writing all material conflicts of interest identified under subsections 3105(1) and 3105(2) to the client whose interests are affected by the conflicts of interest if a reasonable client would expect to be informed of those conflicts of interest.

(2) The information required to be disclosed to the client under subsection 3108(1) must:

(i) include a description of:

(a) the nature and extent of the conflict of interest,

(b) the potential impact on and risk that the conflict of interest could pose to the client, and

(c) how the conflict of interest has been, or will be, addressed,

(ii) be presented in a manner that, to a reasonable person, is prominent, specific and written in plain language,

(iii) be disclosed:

(a) before opening an account for the client if the conflict has been identified at that time, or

(b) in a timely manner, upon identification of a conflict that must be disclosed under subsection 3108(1) that has not previously been disclosed to the client.

(3) For greater certainty, a *Dealer Member* and an *Approved Person* do not satisfy subsections 3106(1) or 3107(1) solely by providing disclosure to the client.

3109. Conflicts of interest policies and procedures

(1) A *Dealer Member*'s policies and procedures must specifically address identifying, disclosing and avoiding or otherwise addressing material conflict of interest situations.

3110. Personal financial dealings

(1) An *employee* or *Approved Person* of a *Dealer Member,* must not, directly or indirectly, engage in any personal financial dealings with clients.

(2) Personal financial dealings include, but are not limited to, the following types of dealings:

(i) Accepting any consideration

(a) Except as described in paragraphs 3110(2)(i)(a)(I) and 3110(2)(i)(a)(II) accepting any consideration, including *remuneration*, gratuity or benefit, from any *person* other than the *Dealer Member* for any activities conducted on behalf of a client.

(I) Consideration that is non-monetary, of minimal value, and infrequent such that it will not cause a reasonable person to question whether it created a conflict of interest or otherwise improperly influenced the *Dealer Member* or its *employees* would not be considered to be consideration for the purposes of sub-clause 3110(2)(i)(a).

(II) Compensation received from a client in exchange for services provided through an approved outside activity would not be considered to be consideration for the purpose of sub-clause 3110(2)(i)(a).

(ii) Settlement agreements without the *Dealer Member's* approval

(a) Entering into a settlement agreement without the *Dealer Member's* prior written consent, or

(b Paying for client account losses out of personal funds without the *Dealer Member's* prior written consent.

(iii) Borrowing from clients

(a) Borrowing money or receiving a *guarantee* in relation to borrowing money, *investment products* or any other assets from a client, unless:

(I) the client is a financial institution whose business includes lending money to the public and the borrowing is in the normal course of the institution's business, or

(II) the client is a Related Person as defined by the Income Tax Act (Canada) and the transaction is addressed in accordance with the *Dealer Member's* policies and procedures,

and

(III) in the case of *Associate Portfolio Managers*, *Portfolio Managers*, *Investment Representatives* and *Registered Representatives*, the arrangement set out in paragraph 3110(2)(iii)(a)(II) is disclosed to and approved in writing by the *Dealer Member*, prior to the transaction.

(iv) Lending to clients

(a) Lending money, or providing a *guarantee* in relation to a loan of money, *investment products* or any other assets to a client, unless:

(I) the client is a Related Person as defined by the Income Tax Act (Canada) and the transaction complies with the *Dealer Member's* policies and procedures, and

(II) in the case of *Associate Portfolio Managers*, *Portfolio Managers*, *Investment Representatives* and *Registered Representatives*, the arrangement set out in paragraph 3110(2)(iv)(a)(I) is disclosed to and approved in writing by the *Dealer Member*, prior to the transaction.

(v) Control or authority

(a) Acting as a Power of Attorney, trustee, executor, or otherwise having full or partial control or authority over the financial affairs of a client, unless:

(I) the client is a Related Person as defined by the Income Tax Act (Canada) and the existence of such control is addressed in accordance with the *Dealer Member's* policies and procedures, and

(II) in the case of *Associate Portfolio Managers*, *Portfolio Managers*, *Investment Representatives* and *Registered Representatives*, the arrangement in paragraph 3110(2)(v)(a)(I) is disclosed to and approved in writing by the *Dealer Member*, prior to entering into the arrangement.

(b) In the case of *discretionary accounts* and *managed accounts*, paragraph 3110(2)(v)(a)(I) does not apply to the extent that the control or authority is solely exercised consistent with the terms of the *discretionary account* agreement or the *managed account* agreement, and with *CIRO requirements* for such accounts.

(vi) Beneficiary status and estate bequests

(a) For the purposes of 3110(vi)(b), "immediate family" means parents, grandparents, mother-in-law or father-in-law, spouse or domestic partner, brother or sister, brother-in-law or sister-in-law, son-in law or daughter-in-law, children, grandchildren, cousin, aunt or uncle, or niece or nephew, and any other person who resides in the same household as the *Approved Person* or *employee* and the *Approved Person* or *employee* financially supports, directly or indirectly, to a material extent. The term includes step and adoptive relationships.

(b) Accepting the status of a beneficiary of a client's estate or receiving a bequest from a client's estate upon learning of such status, unless:

(I) the client is a member of the *employee's* or *Approved Person's* immediate family; and

(II) in the case of *Associate Portfolio Managers*, *Portfolio Managers*, *Investment Representatives* and *Registered Representatives*, the proposed status or bequest is disclosed to and approved in writing by the *Dealer Member*, prior to accepting such status or bequest.

(3) *CIRO* may grant an *employee* or *Approved Person* of a *Dealer Member* an exemption from the applicable requirements regarding personal financial dealings with clients if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public, or the *Dealer Member*.

3111. Offering gratuity

(1) A *Dealer Member* or any *Approved Person, employee* or shareholder of a *Dealer Member* must not give, offer, or agree to give or offer, directly or indirectly, a gratuity, advantage, benefit or any other consideration, in relation to any business of the client with the *Dealer Member*, to any partner, director, officer, employee, agent or shareholder of a client or any *associate* of such *persons*.

(2) Subsection 3111(1) does not apply if the prior written consent of the client has been obtained.

3112. Mutual fund sales incentives

(1) For purposes of section 3112, the term "non-cash sales incentive" includes, without limitation, domestic or foreign trips, goods, services, gratuities, advantages, benefits or any other non-cash compensation.

(2) A *Dealer Member*, *related company*, partner, *employee* or *Approved Person* of the *Dealer Member* or *related company*, must not, directly or indirectly, accept or pay any non-cash sales incentive in connection with the sale or distribution of mutual fund products.

(3) The prohibition against non-cash mutual fund sales incentives in section 3112 does not apply to:

(i) non-cash sales incentives earned or awarded through a *Dealer Member's* internal incentive program for which eligibility is determined with respect to all services and products offered by the *Dealer Member*,

(ii) commissions or fees payable in cash and calculated with reference only to particular sales or volumes of sales of mutual fund,

(iii) service fees or trailing commissions,

(iv) cost of marketing materials, or

(v) normal and reasonable business promotion activities taking place where the recipient is employed or resides.

3113. Tied selling

(1) A *Dealer Member* must not require a client to transact in, purchase, sell, use or invest in any *investment product* or service as a condition, or on terms that would appear to a reasonable person to be a condition of, supplying, continuing to supply, buying or selling another *investment product* or service.

(2) Subsection 3113(1) does not prohibit a *Dealer Member* from providing financial incentives or advantages such as relationship pricing or other beneficial selling arrangements, to clients.

3114. Referral Arrangements

(1) The following terms have the meaning set out below when used in section 3114:

"client" (*client*)	Includes a prospective client.
"referral arrangement" (*entente d'indication de clients*)	Means any arrangement in which a *Dealer Member* or *Approved Person* agrees to provide or receive a *referral fee* to or from another *person*.
"referral fee" (*commission d'indication de clients*)	Means any benefit provided for the referral of a *client* to or from a *Dealer Member* or *Approved Person*.

(2) A *Dealer Member* or *Approved Person* must not participate in a *referral arrangement* with another *person* unless:

(i) before a *client* is referred by or to the *Dealer Member* or *Approved Person*, the terms of the *referral arrangement* are set out in a written agreement between the *Dealer Member* and the *person*,

(ii) the *Dealer Member* records all *referral fees*, and

(iii) the *Dealer Member* ensures that the information prescribed under subsection 3114(4) is provided to the *client* in writing before the party receiving the referral either opens an account for the *client* or provides services to the *client*.

(3) A *Dealer Member* or *Approved Person* must not refer a *client* to another *person* unless the *Dealer Member* first takes reasonable steps to satisfy itself that the *person* has the appropriate qualifications to provide the services, and if applicable, is registered to provide those services.

(4) The written disclosure of the *referral arrangement* required under clause 3114(2)(iii) must include the following:

(i) the name of each party to the agreement referred to under clause 3114(2)(i),

(ii) the purpose and material terms of the agreement, including the nature of the services to be provided by each party,

(iii) any conflicts of interest resulting from the relationship between the parties to the agreement and from any other element of the *referral arrangement*,

(iv) the method of calculating the *referral fee* and, to the extent possible, the amount of the fee,

(v) the category of registration of each registrant that is a party to the agreement with a description of the activities that the registrant is authorized to engage in under that category and, considering the nature of the referral, the activities that the registrant is not permitted to engage in,

(vi) if a referral is made to a registrant, a statement that all activity requiring registration resulting from the *referral arrangement* will be provided by the registrant receiving the referral, and

(vii) any other information that a reasonable *client* would consider important in evaluating the *referral arrangement*.

(5) If there is a change to the information set out under subsection 3114(4), the *Dealer Member* or *Approved Person* must ensure that written disclosure of that change is provided

to each *client* affected by the change as soon as possible and no later than the 30th day before the date on which a *referral fee* is next paid or received.

3115. – 3118. Reserved.

PART C – BEST EXECUTION OF CLIENT ORDERS AND TRANSACTIONS

3119. Definitions

(1) The following terms have the meaning set out below when used in sections 3119 through 3129:

"best execution" (*meilleure exécution*)	Obtaining the most advantageous execution terms reasonably available under the circumstances.
"foreign exchange-traded security" (*titre coté à l'étranger*)	A *security*, other than a *listed security*, that is listed on a *foreign organized regulated market*.
"foreign organized regulated market" (*marché organisé réglementé étranger*)	The same meaning as set out in the Universal Market Integrity Rule 1.1.
"last sale price" (*dernier cours vendeur*)	The same meaning as set out in the Universal Market Integrity Rule 1.1.
"Opening Order" (*ordre au premier cours*)	The same meaning as set out in the Universal Market Integrity Rule 1.1.
"over-the-counter security" (*titre négocié hors cote*)	A *security*, other than: (i) a *listed security*, (ii) a *foreign exchange-traded security*, (iii) a *security* that is undergoing a primary market transaction, and (iv) a *derivative*.
"Trading Rules" (*règles de négociation*)	The same meaning as set out in the Universal Market Integrity Rule 1.1.

3120. Best execution obligation

(1) A *Dealer Member*'s policies and procedures must specifically address achieving *best execution* for client orders and transactions.

3121. Best execution factors for listed security and listed derivative orders

(1) The policies and procedures for achieving *best execution* of client orders in *listed securities*, *foreign exchange-traded securities* and *listed derivatives* must address the following broad factors:

(i) the price of the *security* or *derivative*,

(ii) the speed of execution of the client order,

(iii) the certainty of execution of the client order, and

(iv) the overall cost of the transaction, when costs are passed on to clients.

(2) In addition to the broad factors listed in subsection 3121(1), the policies and procedures for *best execution* of client orders for *listed securities* and *foreign exchange-traded securities* must address the following specific factors:

(i) the considerations taken into account when determining appropriate routing strategies for client orders,

(ii) the considerations for fair pricing of *Opening Orders* when determining where to enter an *Opening Order*,

(iii) the considerations when not all marketplaces are open and available for trading,

(iv) how order and trade information from all appropriate marketplaces, including unprotected *Marketplaces* and *foreign organized regulated markets*, is taken into account,

(v) the factors related to executing client orders on unprotected *Marketplaces*, and

(vi) the factors related to sending client orders to a foreign intermediary for execution.

(3) The policies and procedures for *best execution* must address the factors used to achieve *best execution* when manually handling a client order for trades on a marketplace, including the following "prevailing market conditions":

(i) the direction of the market for the *security* or *derivative*,

(ii) the depth of the posted market,

(iii) the *last sale price* and the prices and volumes of previous trades,

(iv) the size of the spread, and

(v) the liquidity of the *security* or *derivative*.

(4) In addition to the broad factors listed in subsection 3121(1), the policies and procedures for *best execution* of client orders for *listed derivatives* must consider whether the individual order is part of a multiple orders *trading strategy* and, if so, the broad factors in subsection 3121(1) must be addressed as they relate to execution of the overall strategy.

3122. Best execution factors for over-the-counter security and over-the-counter derivative transactions

(1) The policies and procedures for achieving *best execution* of client transactions in *over-the-counter securities* and *over-the-counter derivatives* must be designed to ensure fair pricing.

(2) Subject to subsection 3122(3), to ensure fair pricing when acting as principal, a *Dealer Member* must not:

(i) purchase *over-the-counter securities* for its own account from a client, or

(ii) sell *over-the-counter securities* from its own account to a client, or

(iii) transact in *over-the-counter derivatives* with a client.

(3) Subsection 3122(2) does not apply when a transaction is executed at an aggregate price (including any mark-up or mark-down) that is fair and reasonable, taking into consideration all relevant factors, including the following:

(i) in the case of a transaction in *over-the-counter securities*, the fair *market value* of the *securities* and of any *securities* exchanged or traded in connection with the transaction at the time of the transaction,

(ii) in the case of transactions in *over-the-counter derivatives*:

(a) the fair *market value* or settlement price of the equivalent *listed derivative*, and

(b) the fair *market value* of the *derivatives* underlying interest and of any related *derivatives* involved in the same *trading strategy*, at the time of the transaction,

(iii) the expense involved in effecting the transaction or transactions,

(iv) the fact that the *Dealer Member* is entitled to a profit, and

(v) the total dollar amount or dollar amount at risk of the transaction or transactions.

(4) To ensure fair pricing when acting as agent, a *Dealer Member* must not purchase *over-the-counter securities*, sell *over-the-counter securities*, or transact in *over-the-counter derivatives* on behalf of a client for a commission or service charge in excess of a fair and reasonable amount, taking into consideration all relevant factors, including the following:

(i) the availability of the *securities* or *derivatives* involved in the transaction,

(ii) the expense involved in effecting the transaction or transactions,

(iii) the value of the services rendered by the *Dealer Member*, and

(iv) the amount of any other compensation received or to be received by the *Dealer Member* in connection with the transaction.

3123. Best execution process

(1) The policies and procedures for *best execution* must specifically address the process for achieving *best execution* that includes the following:

(i) for the execution of all client orders and transactions:

(a) requiring the *Dealer Member* to consider the instructions of the client, subject to its obligations under *CIRO requirements* and *securities laws*, and

(b) describing any material conflicts of interest that may arise when sending client orders for handling or execution or when arranging for a client transaction and how these conflicts are to be managed,

and,

(ii) for the execution of client orders for *listed securities* and *foreign exchange-traded securities* that trade on a marketplace:

(a) describing the *Dealer Member's* order handling and routing practices for achieving *best execution*,

(b) taking into account order and trade information from all appropriate *Marketplaces*,

(c) the rationale for accessing or not accessing particular marketplaces, and

(d) the circumstances under which a *Dealer Member* will move an order entered on one marketplace to another marketplace.

3124. Non-executing Dealer Member best execution policies and procedures

(1) A *Dealer Member* that engages another *Dealer Member* to provide execution services on its behalf may include in its policies and procedures for *best execution* a link to the executing *Dealer Member's best execution* disclosure to comply with its obligations under clause

3123(1)(ii) and sections 3126 and 3129, provided that the non-executing *Dealer Member's* policies and procedures for *best execution* specifically address the following:

(i) the non-executing *Dealer Member* must conduct an initial review of the best execution disclosure of the executing *Dealer* Member and a review when material changes are made to the disclosure, to provide reasonable assurance that the executing *Dealer Member's* policies and procedures for *best execution* are complete and appropriate for its clients,

(ii) the non-executing *Dealer Member* must obtain an annual attestation from the executing *Dealer Member* that it has complied with and tested its policies and procedures on *best execution* in accordance with sections 3119 through 3129, and

(iii) the non-executing *Dealer* Member must follow-up with the executing *Dealer Member* if it identifies trade execution results that are inconsistent with the executing *Dealer Member's best execution* disclosure and document the results of its inquiry.

3125. Sending orders in bulk to foreign intermediaries

(1) A *Dealer Member's* policies and procedures for *best execution* must not include the practice of sending client orders in *listed securities* in bulk to a foreign intermediary for execution outside of Canada, without considering other liquidity sources, including liquidity sources within Canada.

3126. Review of best execution policies and procedures

(1) A *Dealer Member* must review its *best execution* policies and procedures at least annually, and whenever there is a material change to the trading environment or market structure that may impact a *Dealer Member's* ability to achieve *best execution* for its clients. The *Dealer Member* must consider whether more frequent reviews of its policies and procedures on *best execution* are necessary based on the size and scope its business.

(2) A *Dealer Member* must outline a process to review its policies and procedures on *best execution*, including a description of its governance structure, that specifies the following:

(i) who will conduct the review,

(ii) what information sources will be used,

(iii) the review procedures that will be employed,

(iv) a description of any specific events that will trigger a review in addition to annual reviews,

(v) how the *Dealer Member* evaluates whether its policies and procedures for *best execution* are effective in achieving *best execution*, and

(vi) who will receive reports of the results.

(3) A *Dealer Member* must retain *records* of its reviews of its policies and procedures on *best execution*, including any material decisions made and any changes to them, in accordance with the record retention requirements in section 3803.

(4) A *Dealer Member* must promptly correct any deficiencies identified in the course of its review of its policies and procedures on *best execution*.

3127. Training

(1) A *Dealer Member* must have reasonable assurance its *employees* involved in the execution of client orders and transactions know and understand how to apply the *Dealer Member's* policies and procedures for *best execution* that they must follow.

3128. Compliance with the Order Protection Rule

(1) Despite any instruction or consent of the client, *best execution* of a client order for a *listed security* is subject to compliance with the Order Protection Rule under Part 6 of the *Trading Rules* by:

(i) the *Marketplace* on which the order is entered, or

(ii) the *Dealer Member*, if the *Dealer Member* has marked the order as a directed-action order in accordance with Universal Market Integrity Rule 6.2.

3129. Disclosure of best execution policies

(1) A *Dealer Member* must disclose to its clients in writing the following:

(i) a description of the *Dealer Member's* obligation under section 3120,

(ii) a description of the factors the *Dealer Member* considers for the purpose of achieving *best execution* of:

(a) client orders for *listed securities*,

(b) client orders for *foreign exchange-traded securities*,

(c) client orders for *listed derivatives*,

(d) client transactions in *over-the-counter securities*, and

(e) client transactions in *over-the-counter derivatives*.

(iii) a description of the *Dealer Member's* order handling and routing practices intended to achieve *best execution* of client orders for *listed securities*, that include the following:

(a) the identity of any *Marketplace* to which the *Dealer Member* might route the client orders for handling or execution,

(b) the identity of each type of intermediary (domestic or foreign) to which the *Dealer Member* might route the client orders for handling or execution,

(c) the circumstances in which the *Dealer Member* might route client orders to a *Marketplace* or intermediary identified in sub-clause 3129(1)(iii)(a) or (b) above,

(d) the circumstances, if any, under which the *Dealer Member* will move a client order entered on one *Marketplace* to another *Marketplace*,

(e) the nature of any ownership by the *Dealer Member* or affiliated entity of the *Dealer Member* in, or arrangement with, any *Marketplace* or intermediary identified in sub-clauses 3129(1)(iii)(a) or (b) above,

(f) if any client orders may be routed to an intermediary identified in sub-clause 3129(1)(iii)(b) above, pursuant to an arrangement with that intermediary, and

(g) a statement that client orders will be subject to the order handling and routing practices of the intermediary identified in sub-clause 3129 (1)(iii)(b) above,

(iv) a statement that the *Dealer Member* has reviewed the client order handling and routing practices of the intermediary identified pursuant to sub-clause 3129(1)(iii)(b)

and is satisfied that it provides reasonable assurance of achieving *best execution* of client orders,

(v) a statement as to:

(a) whether fees are paid by the *Dealer Member* or payments or other compensation is received by the *Dealer Member* for a client order routed, or a trade resulting from a client order routed, to a marketplace or intermediary identified pursuant to sub-clauses 3129(1)(iii)(a) or 3129(1)(iii)(b) above,

(b) the circumstances under which the costs associated with the fees paid by the *Dealer Member* or the compensation received by the *Dealer Member* will be passed on to the client, and

(c) whether routing decisions are made based on fees paid by the *Dealer Member* or payments received by the *Dealer Member*,

and,

(vi) if providing market data as a service to clients, a description of any market data that is missing, including an explanation of the risks of trading with incomplete trading data.

(2) A *Dealer Member* must provide separate disclosure for each class or type of client and each class or type of order or transaction if the factors and order handling and routing practices used for such clients, orders and transactions materially differ.

(3) A *Dealer Member* must identify in the disclosure:

(i) the class or type of client to which the disclosure applies,

(ii) the class or type of *securities* or *derivatives* order or transaction to which the disclosure applies, and

(iii) the date of the most recent changes to the disclosure.

(4) A *Dealer Member* must make the disclosure:

(i) publicly available on the *Dealer Member's* website and clearly identify to clients where on the website the disclosure can be found, or

(ii) if the *Dealer Member* does not have a website, provide the disclosure in writing to the client upon account opening.

(5) A *Dealer Member* must:

(i) review the disclosure on a frequency that is reasonable in the circumstances, and at a minimum on an annual basis, and

(ii) promptly update the disclosure to reflect the *Dealer Member's* current practices.

(6) If a *Dealer Member* makes any change to the disclosure, the *Dealer Member* must:

(i) for the website disclosure, identify and maintain the change on its website for a period of six months after the change has been made, or

(ii) if the *Dealer Member* does not have a website, deliver the change to the client in writing no later than the 90th day after the change has been made.

3130. – 3139. Reserved.

PART D: CLIENT IDENTIFIERS

3140. Identifying clients of a Non-Executing Dealer Member

(1) Where a non-executing *Dealer Member* is not acting for an *order execution only account* and sends an order in a *listed security* to an executing *Dealer Member* for execution on a *Marketplace* for which *CIRO* is the regulation services provider, the non-executing *Dealer Member* must include:

(i) an identifier for the client for or on behalf of whom the order is entered, in the form of:

(a) a *Legal Entity Identifier* for an order for an account supervised under Part D of Rule 3900,

(b) an account number for all other client orders not included under sub-clause 3140(1)(i)(a);

(ii) the *Legal Entity Identifier* of the non-executing *Dealer Member* that is not a *Participant*.

(2) Where a non-executing *Dealer Member* is not acting for an *order execution only account* and groups together orders from more than one client or account type for execution on a *Marketplace* for which *CIRO* is the regulation services provider:

(i) sub-clause 3140(1)(i) does not apply, and

(ii) the non-executing *Dealer Member* must provide to the executing *Dealer Member* that the order is part of:

(a) a *bundled order*,

or

(b) a *multiple client order*.

(3) The non-executing *Dealer Member* that is not acting for an *order execution only account* and is not a *Participant* must ensure that the registration status of its *Legal Entity Identifier* has not lapsed.

3141. – 3199. Reserved.

RULE 3200 | KNOW-YOUR-CLIENT AND CLIENT ACCOUNTS

3201. Introduction

(1) Rule 3200 sets out *Dealer Members'* obligations when opening new accounts and maintaining existing accounts. Rule 3200 is divided into seven parts as follows:

Part A - Know-Your-Client and Client Identification Requirements:

sets out *Dealer Members'* obligation to know and identify each client and to learn and remain informed of the essential facts about each client, account and order accepted.
[sections 3202 through 3209]

Part B - Requirements for Client Accounts:

sets out the general account opening and updating procedures that, subject to certain exceptions specified within the requirements, are applicable to all accounts.
[sections 3210 through 3222]

Part C - Advisory Accounts:

sets out requirements that apply where the account is an *advisory account*.
[section 3230]

Part D - Order Execution Only Accounts:

sets out requirements that apply where the account is an *order execution only account*.
[sections 3240 and 3241]

Part E - Margin Accounts:

sets out requirements that apply where the account is a margin account.
[sections 3245 through 3247]

Part F - Additional Account Opening and Updating Procedures for Derivatives Accounts:

sets out additional account opening and updating procedures for *derivatives* accounts.
[sections 3250 through 3255]

Part G - Discretionary Accounts and Managed Accounts:

sets out requirements that apply where the account is either a *discretionary account* or a *managed account*.
[sections 3270 through 3281]

(2) Rule 3200 applies to *Dealer Members* in addition to all other *CIRO requirements*. No part of Rule 3200, unless otherwise specified, shall be interpreted to grant a *Dealer Member* an exemption for complying with other *CIRO requirements*.

(3) The following terms have the meaning set out below when used in Part A – Know-Your-Client and Client Identification Requirements and Part B – Requirements for Client Accounts:

"financial exploitation" (*exploitation financière*)	Means the use or control of, or deprivation of the use or control of, a financial asset of an *individual* by a *person* through undue influence, unlawful conduct or another wrongful act.
"trusted contact person" (*personne de confiance*)	Means an *individual* identified by a client to a *Dealer Member* or *Approved Person* whom the *Dealer Member* or *Approved Person* may contact in accordance with the client's written consent.
"vulnerable client" (*client vulnérable*)	Means a client who might have an illness, impairment, disability or aging-process limitation that places the client at risk of *financial exploitation*.

(4) The following terms have the meaning set out below when used in Part D – Order Execution Only Accounts:

"adviser" (*conseiller*)	Means a *person* that is not an *individual* and is registered as an adviser in accordance with *securities laws*.
"foreign adviser equivalent" (*personne assimilable à un conseiller étranger*)	Means a *person* that is not an *individual* and is in the business of trading *securities* in a foreign jurisdiction in a manner analogous to an *adviser*.

PART A – KNOW-YOUR-CLIENT AND CLIENT IDENTIFICATION REQUIREMENTS

3202. Know Your-Client

(1) A *Dealer Member* must take reasonable steps to learn and remain informed of the essential facts relative to every order, account and client it accepts, and to:

(i) establish the identity of a client and, if the *Dealer Member* has any cause for concern, make reasonable inquiries as to the reputation of the client,

(ii) in the case of *Investment Dealer Members*, establish whether the client is an insider of a reporting issuer or any other issuer whose *securities* are publicly traded,

(iii) ensure it has collected sufficient information regarding all the following to enable it to meet its obligations under Rule 3400:

(a) the client's:

(I) personal circumstances,

(II) financial circumstances,

(III) investment needs and objectives,

(IV) investment knowledge,

(V) risk profile, and

(VI) investment time horizon, and

(iv) establish the creditworthiness of the client if the *Dealer Member* is financing the client's acquisition of an *investment product*.

(2) A *Dealer Member* must complete an account application/agreement for each new client in accordance with the requirements set out in Rule 3200.

(3) Within a reasonable time after receiving the information collected under subsection 3202(1), a *Dealer Member* must take reasonable steps to have a client confirm the accuracy of such information.

(4) Concurrently with taking the reasonable steps under subsection 3202(1) a *Dealer Member* must take reasonable steps to obtain from the client the name and contact information of a *trusted contact person*, and the written consent of the client for the *Dealer Member* to contact the *trusted contact person* to confirm or make inquiries about any of the following:

(i) the *Dealer Member's* concerns about possible *financial exploitation* of the client,

(ii) the *Dealer Member's* concerns about the client's mental capacity as it relates to the ability of the client to make decisions involving financial matters,

(iii) the name and contact information of a legal representative of the client, if any,

(iv) the client's contact information.

(5) Subsection 3202(4) does not apply to a *Dealer Member* in respect of a client that is not an *individual*.

3203. Identifying partnerships or trusts

(1) When opening an initial account for a partnership or trust, a *Dealer Member* must:

(i) in the case of a trust, obtain the names and addresses of all trustees and all known beneficiaries and settlors of the trust,

(ii) establish the existence of the partnership or trust and the nature of its business,

(iii) in accordance with the requirements set out in section 3206 establish the identity of each *individual* that exercises control over the affairs of the partnership or trust, and

(iv) in the case of *Investment Dealer Members*, not open a partnership or trust account unless it first obtains the information referred to in clause 3203(1)(iii) and determines whether the *individuals* described in clause 3203(1)(iii) and, in the case of a trust, any of the known beneficiaries of more than 10% of the trust are insiders of a reporting issuer or any other issuer whose *securities* are publicly traded.

3204. Identifying corporations

(1) When opening an initial account for a corporation, a *Dealer Member* must:

(i) obtain the names of all directors of the corporation within 30 days of opening the account,

(ii) establish the existence of the corporation and the nature of its business,

(iii) in accordance with the requirements set out in section 3206, establish the identity of any *individual* who is the *beneficial owner*, or exercises direct or indirect control or direction, of 25% or more of the voting rights attached to the outstanding voting *securities* of the corporation, and

(iv) in the case of *Investment Dealer Member*s, not open an account unless it identifies any such *individual beneficial owners* required under clause 3204(1)(iii) and determines whether one or more of them are insiders of a reporting issuer or any other issuer whose *securities* are publicly traded.

3205. Prohibition on shell banks

(1) A *Dealer Member* must not open or maintain an account for a shell bank, which is defined as a bank that does not have a physical presence in any country.

(2) Subsection 3205(1) does not apply to a bank that is an *affiliate* of a bank, loan or trust company, credit union, or other depository institution with a physical presence in Canada or in a foreign country in which the institution is subject to supervision by a banking or other similar regulatory authority.

3206. Establishing identity

(1) For each *beneficial owner* or *individual* described in clauses 3203(1)(iii) and 3204(1)(iii), the *Dealer Member* must establish the identity of such *individual* by using such methods that allow the *Dealer Member* to form a reasonable belief it knows the identity of the *individual* and by taking reasonable measures to confirm the accuracy of the information obtained.

(2) The *Dealer Member* must keep a record that sets out the information obtained and the measures to confirm the accuracy of that information.

(3) The identity of such *individual* in subsection 3206(1) must be established as soon as practicable but not more than 30 days after opening the account.

(4) If the identity of such *individual* referred to in subsection 3206(1) cannot be established within 30 days of opening an account, the *Dealer Member* must restrict the account solely to liquidating trades, paying out funds or delivering out *investment product* positions. These account restrictions must remain in place until the *Dealer Member* establishes the *individual's* identity.

3207. Identification exceptions

(1) Sections 3203, 3204 and 3206 do not apply to:

(i) An entity registered under *securities law*s to:

(a) engage in the business of trading or advising in *securities* or *derivatives*, or

(b) act as an investment fund manager,

(ii) an investment fund that is regulated under *securities laws*,

(iii) a Canadian financial institution (as described in sub-section 3207(2) below),

(iv) an *affiliate* of a Canadian financial institution (as described in sub-section 3207(2) below), if that *affiliate* carries out activities similar to that Canadian financial institution,

(v) a Schedule III bank,

(vi) a pension fund that is regulated by or under an Act of Parliament or the legislature of a province,

(vii) an entity that is a Canadian public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange designated under section 262(1) of the Income Tax Act (Canada), and operates in a country that is a member of the Financial Action Task Force. For the purpose of clause 3207(1)(vii), the term "stock exchange" has the same interpretation as used in the Income Tax Act (Canada), or

(viii) an entity that is an *affiliate* of a public body or a corporation referred to in clause 3207(1)(vii) above and the financial statements of the entity are consolidated with the financial statements of that public body or corporation.

(2) A Canadian financial institution includes:

(i) an association governed by the Cooperative Credit Associations Act (Canada), or

(ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

3208. Exceptions from Know-Your-Client

(1) Clause 3202(1)(iii) and subsections 3209(4) and 3209(5) do not apply in respect to:

(i) an *order execution only account*,

(ii) a *direct electronic access account*,

(iii) an account maintained at a *Dealer Member* who is a *carrying broker* for that account or who only provides trade execution, clearing, settlement or custody services or a combination of these services to another *Dealer Member*, portfolio manager, exempt market dealer or their respective clients, for that account, or

(iv) an account held by an *institutional client*.

3209. Primary responsibility, delegation and obligation to keep current

(1) Compliance with the *CIRO requirements* relating to know-your-client is primarily the responsibility of the *Registered Representative*, *Portfolio Manager* or *Associate Portfolio Manager* assigned to the client account.

(2) The responsibility in subsection 3209(1) must not be delegated to any other *person*.

(3) A *Dealer Member* must take reasonable steps to keep current the information required under Part A of Rule 3200, including updating the information within a reasonable time after the *Dealer Member* becomes aware of a significant change in the client's information required under section 3202.

(4) A *Dealer Member* must review the information collected under clause 3202(1)(iii) no less frequently than once every 36 months, except for a *managed account* and a *discretionary account* which must be reviewed no less frequently than once every 12 months.

(5) A *Mutual Fund Dealer Member* that is also registered under *securities laws* as an exempt market dealer must review the information collected under clause 3202(1)(iii) no less frequently than every 12 months when transacting in those *investment products* it is permitted to transact in pursuant to its registration as an exempt market dealer.

PART B – REQUIREMENTS FOR CLIENT ACCOUNTS

3210. Definitions

(1) The following term has the meaning set out below when used in Rule 3200:

"Client account records" (*documentation associée au compte du client*)	Any information, disclosure statement or agreement the *Dealer Member* is required to provide to or obtain from the client in accordance with *CIRO requirements* or *applicable laws* including, but not limited to, the following:

	(i) documentation supporting the conclusion that the client's identity has been verified, (ii) documentation supporting the account appropriateness assessment, (iii) know-your-client information collected in accordance with *CIRO requirements*, and (iv) the client's account application.

3211. Account appropriateness

(1) Before a *Dealer Member* opens an account for a *person*, the *Dealer Member* must determine, on a reasonable basis and putting the *person*'s interest first, that:

(i) this action is appropriate for the *person*, and

(ii) the scope of products, services and account relationships which the *person* would have access to within the account are appropriate for the *person*.

(2) Clause 3211(1)(ii) does not apply in respect to:

(i) an *order execution only account*, or

(ii) a *direct electronic access account*.

(3) Subsection 3211(1) does not apply in respect to:

(i) an account maintained at a *Dealer Member* who is a *carrying broker* for that account or who only provides trade execution, clearing, settlement or custody services or a combination of these services to another *Dealer Member,* portfolio manager, exempt market dealer or their respective clients, for that account, or

(ii) an account held by a *Dealer Member*, *regulated entity*, exempt market dealer, portfolio manager, bank, trust company or insurance company.

3212. Account information

(1) For each account, the *Dealer Member* must obtain and maintain the applicable *client account records.*

(2) For each *institutional client*, the *Dealer Member* must verify that the client qualifies as an *institutional client.*

(3) The *Dealer Member* must record the account number on the account application.

(4) Where accounts are received by the *Dealer Member* from an *affiliate* firm, the *Dealer Member* may use the documentation maintained by the *affiliate* firm to meet the requirement in subsection 3212(1) provided:

(i) the account offering and *investment products* and services to be made available to the client at the *Dealer Member* are materially the same as those at the *affiliate* firm,

(ii) the following fees and charges associated with the account offering and *investment products* and services are the same or lower as those at the *affiliate* firm:

(a) account service fees and charges the client will or may incur relating to the general operation of the account, and

(b) charges the client will or may incur in making, disposing and holding *investment products*,

(iii) the know-your-client information collected by the *Dealer Member* and the approach used by the *Dealer Member* to assess the know-your-client information collected are materially the same as at the *affiliate* firm, and

(iv) the *affiliate* firm account agreement has an acceptable assignment clause that in substance protects the client's interests in the same manner as if the client had signed a new account agreement with the *Dealer Member*.

3213. Account opening policies and procedures

(1) A *Dealer Member*'s policies and procedures must specifically address:

(i) collecting and maintaining accurate, complete and up-to-date information about each client and updating that information where there are significant changes, and

(ii) ensuring the completion of *client account records* when opening new accounts.

(2) A *Dealer Member* must:

(i) have policies and procedures to specifically address that documents supporting *client account records* are received within a reasonable time after opening an account,

(ii) have a system for recording pending account documentation and following up where it is not received within a reasonable time,

(iii) take specific action to obtain required documents that have not been received within 25 *business days* of opening the account, unless a shorter period is prescribed,

(iv) have policies and procedures independent of the *Registered Representative*, *Portfolio Manager* or *Associate Portfolio Manager* for verifying significant changes to client information, and

(v) have a system in place to record the review and approval by the *Supervisor* responsible for the opening of new accounts and the supervision of account activity.

3214. Opening new client accounts

(1) A *Dealer Member* may only assign an account number to a new account if the full and accurate name and address of the client who holds the account is known to the *Dealer Member*; the complete account application must be received no later than the following *business day*.

(2) The *Supervisor* must not approve a new account unless all *client account records* have been collected.

(3) A *Supervisor* must approve each new account no later than one *business day* after completing the initial trade for the account.

(4) A *Dealer Member* may use an alternative procedure to approve new accounts on an interim basis, provided the *Supervisor* provides final approval no later than one *business day* after the initial trade.

(5) If a *Supervisor* does not approve a new account after the initial trade, the *Dealer Member* must restrict the account solely to liquidating trades, paying out funds or delivering out *investment product* positions. These account restrictions must remain in place until the *Supervisor* has provided final approval of the account.

(6) Before opening a new account for an *employee* of another *Investment Dealer Member*, an *Investment Dealer Member* must obtain written approval from the other *Investment Dealer Member*, and must designate the account as *non-client account*.

3215. Updating client accounts

(1) The *Dealer Member's* policies and procedures must specifically address that any significant changes to client information are approved in the same manner that an account application is approved for a new account.

(2) If a client's *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* changes, the *Dealer Member's* procedures must require that:

(i) the new *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* verify the client information in the account application with the client as soon as practicable to ensure the information is correct, and

(ii) the new *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* and the *Supervisor* acknowledge, in writing, that the account application was reviewed and, if necessary, updated.

(3) Subject to subsection 3215(4), if the client's account application was approved within the past 36 months, the *Dealer Member* may use a copy of a client's current account application to record any changes to a client's information, but must have the *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* and their *Supervisor* initial any changes.

(4) If the client's *managed account* or *discretionary account* application was approved within the past 12 months, the *Investment Dealer Member* may use a copy of a client's current *managed account* or *discretionary account* application to record any changes to a client's information, but must have the *Portfolio Manager* or *Associate Portfolio Manager* and their *Supervisor* initial any changes.

(5) Where a *Mutual Fund Dealer Member* that is also registered under *securities laws* as an exempt market dealer is transacting in *investment products* it is permitted to transact in pursuant to its registration as an exempt market dealer, if the client's account application was approved within the past 12 months, the *Mutual Fund Dealer Member* may use a copy of the client's current account information to record changes to a client's information but must have the *Registered Representative* and their *Supervisor* initial any changes.

(6) The *Dealer Member* must restrict the access of *Registered Representatives, Portfolio Managers* and *Associate Portfolio Managers* and other *persons* to its systems in such a manner to ensure that material client information cannot be changed without the required approval.

3216. Relationship Disclosure

(1) Objective of relationship disclosure requirements

This section establishes the minimum requirements for the provision of relationship disclosure information to *retail clients*. *Dealer Members* are not required to provide relationship disclosure to *institutional clients*.

Relationship disclosure information is a written communication from the *Dealer Member* to the client describing the products and services offered by the *Dealer Member*, the nature of the account and the way the account will operate and the responsibilities of the *Dealer Member* to the client.

(2) Frequency of provision of relationship disclosure information

Relationship disclosure information must be provided to each *retail client*:

(i) at the time of opening an account or accounts, and

(ii) when there is a significant change to the relationship disclosure information previously provided to the client.

(3) Form of relationship disclosure information

(i) *Dealer Members* have the choice of providing customized relationship disclosure information to each client, or appropriate standardized relationship disclosure information to separate classes of clients.

(ii) Where standardized relationship disclosure information is provided to the client, the *Dealer Member* must ensure that the disclosure is appropriate for the client. The relationship disclosure information must accurately describe the account relationship the client has entered into with the *Dealer Member*.

(iii) Where a client has more than one account, combined relationship disclosure information may be provided to the client if the *Dealer Member* determines that the combined disclosure is appropriate for the client in light of the relevant circumstances, including the nature of the various accounts.

(4) Format of relationship disclosure information

(i) The format of the relationship disclosure information is not prescribed but must:

(a) be provided to the client in writing,

(b) be written in plain language that communicates the information to the client in a meaningful way, and

(c) include all the required content set out in subsection 3216(5), or, where specific information has otherwise been provided to the client by the *Dealer Member*, a general description and a reference to the other disclosure materials containing the required information.

(ii) *Dealer Members* may choose to provide the relationship disclosure information as a separate document or to integrate it with other account opening materials.

(5) Content of relationship disclosure information

(i) The relationship disclosure information must be entitled “Relationship Disclosure”.

(ii) Subject to clause 3216(5)(iii), the relationship disclosure information must contain the following:

(a) a general description of the types of products and services the *Dealer Member* will offer to the client including:

(I) a description of the restrictions on the client’s ability to liquidate or resell an *investment product*, and

(II) a statement of the investment fund management expense fees or other ongoing fees the client may incur in connection with an *investment product* or service the *Dealer Member* provides,

(b) a general description of any limits on the products and services the *Dealer Member* will offer to the client including:

(I) whether the firm will primarily or exclusively provide proprietary products to the client, and

(II) whether there will be other limits on the availability of products or services,

(c) a description of the account relationship that states:

(I) whether the account opened is an *advisory account*, a *managed account* or an *order execution only account*,

(II) whether the client is responsible for making investment decisions and, if so, the way the client will instruct the *Dealer Member* to effect transactions for the account, and

(III) whether recommendations or advice will be provided to the client and, if so, the responsibilities and obligations of the *Dealer Member* and its *employees* for any recommendations or advice provided to the client,

(d) a description of the process used by the *Dealer Member* to determine suitability, including:

(I) a description of the approach used by the *Dealer Member* to assess the client's personal and financial circumstances, investment needs and objectives, investment time horizon, risk profile and investment knowledge,

(II) a statement that the client will be provided with a copy of the "know-your-client" information that is obtained from the client and documented at time of account opening and when there are significant changes to the information,

(III) a statement that the *Dealer Member* will determine that any investment action it takes, recommends or decides on, for the client is suitable for the client and puts the client's interest first, including when:

(A) *investment product* positions are received into or delivered out of the client's account by way of deposit, withdrawal or transfer,

(B) there is a change in the *Registered Representative*, *Portfolio Manager* or *Associate Portfolio Manager* responsible for the account,

(C) the *Dealer Member* becomes aware of a change in the *retail client*'s information collected in accordance with subsection 3202(1) that could result in the *retail client's* account not satisfying subsection 3402(1),

(D) the *Dealer Member* becomes aware of a change in an *investment product* position in the *retail client's* account that could result in the account not satisfying subsection 3402(1), or

(E) the *Dealer Member* reviews the *retail client's* information in accordance with subsection 3209(4),

(IV) a statement indicating whether or not the suitability of the investments held in the account will be reviewed in the case of other triggering events not described in paragraph 3216(5)(ii)(d)(III) and, in particular, in the event of significant market fluctuations,

(e) a description of the client account reporting that the *Dealer Member* will provide, including:

(I) a statement indicating when trade confirmations and account statements will be sent to the client,

(II) a description of the *Dealer Member's* minimum obligations to provide performance information to the client and a statement indicating when account position cost and account activity information will be provided to the client, and

(III) a statement indicating whether or not the provision of account percentage return information will be an option available to the client as part of the account service offering,

(f) a statement indicating that any *Dealer Member* and *Approved Person* existing material conflicts of interest, and material conflicts of interest that are reasonably foreseeable, which are not avoided, will be addressed in the best interest of the client and will be disclosed, where required, to the client in a timely manner, upon identification of the conflict,

(g) a general description of any benefits received, or expected to be received, by the *Dealer Member* or the *Approved Person*, from a *person* or company other than the *Dealer Member's* client, in connection with the client's purchase or ownership of an *investment product* position through the *Dealer Member,*

(h) a description of all account service fees and charges the client will or may incur relating to the general operation of the account,

(i) a description of all charges the client will or may incur in making, disposing and holding investments by type of *investment product*,

(j) a general explanation of the potential impact on a client's investment returns from each of the fees and charges described in 3216(5)(ii)(a)(II), and 3216(5)(ii)(h) and (i), including the effect of compounding over time,

(k) a listing of the account documents required to be provided to the client with respect to the account,

(l) a description of the *Dealer Member's* complaint handling procedures and a statement that the client will be provided with a copy of a *CIRO* approved complaint handling process brochure at time of account opening,

(m) a general explanation of how investment performance benchmarks might be used to assess the performance of a client's investments and any options for benchmark information that might be made available to the client by the *Dealer Member*,

(n) a description of the circumstances under which a *Dealer Member* might disclose information about the client or the client's account to a *trusted contact person* referred to in subsection 3202(4), and

(o) a general explanation of the circumstances under which a *Dealer Member* or *Approved Person* may place a *temporary hold* under section 3222 and a description of the notice that will be given to the client if a *temporary hold* is placed or continued under that section.

(iii) For *order execution only accounts*, the *Dealer Member* does not have to provide the relationship disclosure information required under sub-clause 3216(5)(ii)(d), provided that disclosure is made in compliance with the requirements in section 3241.

(6) Review of relationship disclosure materials

(i) The relationship disclosure information provided to the client must be approved by a partner, *Director*, *officer* or *Supervisor*. This approval must occur regardless of the form the relationship disclosure information takes. If the document is a standardized document, the *Supervisor* must ensure that the correct document is used in each client circumstance. If the relationship disclosure information is a customized for each client, the *Supervisor* must approve each document.

3217. Leverage risk disclosure statement

(1) When opening a new account for a *retail client*, prior to making an initial recommendation to a *retail client* to transact in or to purchase *investment products* using borrowed money, or when first becoming aware of a *retail client's* intention to transact in *derivatives* or to purchase other *investment products* using borrowed money, a *Dealer Member* must:

(i) provide each *retail client* with a copy of the leverage risk disclosure statement, and

(ii) obtain the *retail client's* positive acknowledgement that they are in receipt of the disclosure statement referred to in clause 3217(1)(i).

(2) A *Dealer Member* is not required to comply with subsection 3217(1) where it has provided the *retail client* with a leverage risk disclosure statement in accordance with subsection 3217(1) within the last six months.

(3) A leverage risk disclosure statement must be in substantially the following words:

"Using borrowed money to finance transacting in or purchasing investment products involves greater risk than using cash resources only. If you borrow money, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the investment products transacted in or purchased declines."

3218. Pre-trade disclosure of charges

(1) Before a *Dealer Member* accepts an instruction from a *retail client* to transact in or to purchase or sell *investment products* in an account other than a *managed account*, the *Dealer Member* must disclose to the client:

(i) the charges the client will be required to pay, directly or indirectly, in respect of the transaction, purchase or sale, or a reasonable estimate if the actual amount of the charges is not known to the firm at the time of disclosure,

(ii) in the case of a purchase or other transaction to which deferred charges apply, that the client might be required to pay a deferred sales charge on the subsequent sale or closing transaction and the fee schedule that will apply,

(iii) whether the firm will receive trailing commissions, and

(iv) whether there are any investment fund management expense fees or other ongoing fees that the client may incur in connection with the *investment product*.

(2) Subsection 3218(1) does not apply to a *Dealer Member* in respect of an instruction involving:

(i) a client for whom the *Dealer Member* transacts, purchases or sells only as directed by a registered adviser acting for the client.

3219. Client mail

(1) A *Dealer Member's* hold-mail account procedures for *retail clients* must, at a minimum, include the following provisions:

(i) a requirement that the *Dealer Member* obtain written authorization from the client to "hold mail",

(ii) a requirement that limits the length of time that a "hold mail" order may remain in force for no longer than six months, in any 12-month period, and

(iii) a rule requiring the control and regular review of "hold mail" accounts by a *Supervisor*.

(2) Notwithstanding clause 3219(1)(ii), a longer period may be used if:

(i) it is permitted by the *Dealer Member's* policies and procedures,

(ii) the *Dealer Member* has policies and procedures that specifically address the close supervision of such accounts, and

(iii) the appropriate *Supervisor* pre-approves the extended period.

(3) A *Dealer Member's* returned mail procedures for *retail clients* must at a minimum include the following provisions:

(i) a rule requiring the control and investigation by a *person* independent of the sales function, but may be located within a *business location,* and

(ii) a rule requiring that a record of all investigations and their results be maintained.

3220. Record keeping

(1) A *Dealer Member* must maintain *records* for each account that includes:

(i) *client account records*,

(ii) the name and address of the account guarantor, if applicable, and

(iii) a signed trading authorization from the account holder authorizing a *person*, other than the account holder, to give trading instructions for the account, if applicable.

(2) The *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* responsible for an account must retain a current copy of each account application. This requirement can be satisfied by a *Dealer Member* maintaining the information in an electronic application accessible to the *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager*.

(3) A *Dealer Member* must maintain all *client account records* in accordance with the record retention requirements in section 3803.

(4) A *Dealer Member* must maintain a record of *persons* with trading authorization over one or more client accounts and must ensure that such record is sufficient to allow the *Dealer Member* to identify any *persons* with trading authorization for multiple clients or client accounts.

3221. Prohibition against discretionary trading

(1) For the purposes of Rule 3200, a *Dealer Member* must ensure that *individuals* trading on its behalf do not engage in any discretionary trading, including time and price discretion, unless discretion is exercised in a *discretionary account* or *managed account* in accordance with the requirements set out in Part G of Rule 3200.

(2) Subsection 3221(1) does not apply to time and price discretion exercised in fulfilling the *Dealer Member*'s *best execution* obligation relating to a client order for a specific amount or a specific *investment product*.

3222. Conditions for temporary holds

(1) A *Dealer Member* or an *Approved Person* must not place a *temporary hold* on the basis of *financial exploitation* of a *vulnerable client*, unless the *Dealer Member* reasonably believes all of the following:

(i) the client is a *vulnerable client*,

(ii) *financial exploitation* of the client has occurred, is occurring, has been attempted or will be attempted.

(2) A *Dealer Member* or an *Approved Person* must not place a *temporary hold* on the basis of a client's lack of mental capacity unless the *Dealer Member* reasonably believes that the client does not have the mental capacity to make decisions involving financial matters.

(3) If a *Dealer Member* or an *Approved Person* places a temporary hold referred to in subsection 3222(1) or subsection 3222(2), the *Dealer Member* must do all of the following:

(i) document the facts and reasons that caused the *Dealer Member* or *Approved Person* to place, and if applicable, to continue the *temporary hold*,

(ii) provide notice of the *temporary hold* and the reasons for the *temporary hold* to the client as soon as possible after placing the *temporary hold*,

(iii) review the relevant facts as soon as possible after placing the *temporary hold*, and on a reasonably frequent basis, to determine if continuing the hold is appropriate,

(iv) within 30 days of placing the *temporary hold* and, until the hold is revoked, within every subsequent 30-day period, do either of the following:

(a) revoke the *temporary hold*,

(b) provide the client with notice of the *Dealer Member's* decision to continue the hold and the reasons for that decision.

3223. – 3229. Reserved.

PART C – ADVISORY ACCOUNTS

3230. Rules applicable to advisory accounts

(1) For the purposes of Rule 3200, a *Dealer Member* that opens an *advisory account* for a *retail client* must comply with the requirements in Parts A through C of Rule 3200, and if applicable, Parts E through G of Rule 3200.

(2) For the purposes of Rule 3200, a *Dealer Member* that opens an *advisory account* for an *institutional client* must:

(i) comply with the requirements in Parts A through C of Rule 3200, and if applicable, Parts E through G of Rule 3200, except for sections 3216 through 3219, and

(ii) ensure the sub-account files of an *institutional client* refer to the documentation contained in the master file to which it is related.

3231. – 3239. Reserved.

PART D – ORDER EXECUTION ONLY ACCOUNTS

3240. Rules applicable to order execution only accounts

(1) For the purposes of Rule 3200, an *Investment Dealer Member* that opens an *order execution only account* for a *retail client* must comply with the applicable requirements in Parts A, B, D, E and F of Rule 3200.

(2) For the purposes of Rule 3200, an *Investment Dealer Member* that opens an *order execution only account* for an *institutional client* must:

(i) comply with the applicable requirements in Parts A, B, D, E and F of Rule 3200, except for sections 3216 through 3219, and

(ii) ensure the sub-account files of an *institutional client* refer to the documentation contained in the master file to which it is related.

3241. Order execution only account services

(1) An *Investment Dealer Member* approved by *CIRO* to provide *order execution only account* services within either a separate legal entity or a separate business unit, must:

(i) implement the policies and procedures required by *CIRO requirements*, and

(ii) not allow its *order execution only account* service clients to:

(a) use their own automated order system, as defined in *securities laws*, to generate orders to be sent to the *Investment Dealer Member* or send orders to the *Investment Dealer Member* on a pre-determined basis, or

(b) manually send orders or generate orders to the *Investment Dealer Member* that exceed the threshold on the number of orders as set by *CIRO* from time to time,

(iii) not provide *order execution only account* services to any *person* that is not an *individual* and is acting as and, registered or exempted from registration as a dealer in accordance with *securities laws,* and trades on a *Marketplace* for which *CIRO* is the regulation services provider.

(2) Despite clause 3241(1)(iii), an *Investment Dealer Member* may provide an *order execution only account* service to a *person* that is exempted from registration as a dealer under section 8.4 of National Instrument 31-103.

(3) An *Investment Dealer Member* approved by *CIRO* to provide *order execution only account* services must, prior to opening an *order execution only account*:

(i) provide the following written disclosures to the client:

(a) a statement confirming that the *Investment Dealer Member* will not provide any recommendations to the client and that the client is solely responsible for making all investment decisions in the *order execution only account*,

(b) a statement confirming that the *Investment Dealer Member* will not be responsible for making a suitability determination for the client, as set out in sections 3402 or 3403 (other than as required by clauses 3402(8)(i) and 3403(4)(i)), and, in particular, that the *Investment Dealer Member* will not consider the client's personal and financial circumstances, investment needs and objectives, investment knowledge, risk profile, investment time horizon, nor other similar factors, and

(c) a statement confirming that the *Investment Dealer Member* will not be responsible for making a determination that the products, services, and account relationships which the *person* would have access to within the *order execution only account* are appropriate for the client,

and

(ii) obtain a positive acknowledgement from the client, and each beneficial owner of the account, confirming that the client, and each beneficial owner, has received and understood the disclosures described in clause 3241(3)(i).

(4) The *Investment Dealer Member* must maintain, in an accessible form, a record of the acknowledgement obtained under clause 3241(3)(ii) in the following form:

(i) the client's signature or initials on a new client form or other document, specifically related to the disclosure and acknowledgement,

(ii) an electronic acknowledgement attached to the disclosure and acknowledgement text, or

(iii) an audio recording of a verbal acknowledgement.

(5) The *Investment Dealer Member* must ensure that a client identifier is assigned to each client that trades on a *Marketplace* for which *CIRO* is the regulation services provider whose trading activity on *Marketplaces* for which *CIRO* is the regulation services provider exceeds a daily average of 500 orders per trading day in any calendar month.

(6) The *Investment Dealer Member* must ensure that a unique identifier is assigned to any *adviser* that trades on a *Marketplace* for which *CIRO* is the regulation services provider and that:

(i) is itself a *client* of the *Investment Dealer Member*, or

(ii) has been granted trading authority, direction or control over an account of a *client* of the *Investment Dealer Member*.

(7) The *Investment Dealer Member* must ensure that a unique identifier is assigned to any *foreign adviser equivalent* that trades on a *Marketplace* for which *CIRO* is the regulation services provider and that:

(i) is itself a *client* of the *Investment Dealer Member*, or

(ii) has been granted trading authority, direction or control over an account of a *client* of the *Investment Dealer Member*.

(8) The client identifier required in subsection 3241(5), clause 3241(6)(i) and clause 3241(7)(i) must be in the form of:

(i) a *Legal Entity Identifier* for clients eligible to receive a *Legal Entity Identifier* under the standards set by the *Global Legal Entity Identifier System*, or

(ii) an account number for all other client orders not included under subsection 3241(5), clause 3241(6)(i) and clause 3241(7)(i).

(9) If an account number is used as the client identifier under clause 3241(8)(ii), the *Investment Dealer Member* must provide the account number and the name of the corresponding client to *CIRO*.

(10) The *Investment Dealer Member* must provide each unique identifier assigned pursuant to clause 3241(6)(ii) and clause 3241(7)(ii) and the name of the corresponding firm to *CIRO*.

(11) For clients using an *order execution only account* that are not referred to under subsection 3241(5), clause 3241(6)(i), or clause 3241(7)(i), the *Investment Dealer Member* must use an account number as the client identifier.

(12) The *Investment Dealer Member* must ensure that each order in a *listed security* entered on a *Marketplace* for which *CIRO* is the regulation services provider contains:

(i) the *Legal Entity Identifier* of the *Investment Dealer Member* if it is a non-executing *Investment Dealer Member* that is not a *Participant*, and

(ii) a designation to indicate the order is for an *order execution only account*.

(13) The *Investment Dealer Member* must ensure that each order in a *listed security* entered on a *Marketplace* for which *CIRO* is the regulation services provider contains either:

(i) the identifier required under subsection 3241(5), clause 3241(6)(i), clause 3241(7)(i) or subsection 3241(11), or

(ii) a designation to indicate the order is a *bundled order* or a *multiple client order*.

(14) The *Investment Dealer Member* must ensure that each order entered on a *Marketplace* for which *CIRO* is the regulation services provider by or on behalf of a firm for whom a unique identifier must be assigned pursuant to clause 3241(6)(i) or clause 3241(7)(i) contains the unique identifier assigned to that firm.

(15) The *Investment Dealer Member* must ensure that each order entered on a *Marketplace* for which *CIRO* is the regulation services provider by or on behalf of an account over which an *adviser* or *foreign adviser equivalent* has been granted trading authority, direction or control and an identifier was assigned pursuant to clause 3241(6)(ii) or clause 3241(7)(ii) contains the identifier assigned to that firm.

(16) Despite the requirement to include a client identifier assigned under subsection 3241(5) on an order sent to a *Marketplace*:

(i) if an *adviser* is assigned a unique identifier pursuant to clause 3241(6)(ii), each order entered by or on behalf of an account, over which that *adviser* has been granted trading authority, direction or control, on a *Marketplace* for which *CIRO* is the regulation services provider must contain the unique identifier assigned to that *adviser*, or

(ii) if a *foreign adviser equivalent* is assigned a unique identifier pursuant to clause 3241(7)(ii), each order entered by or on behalf of an account over which that *foreign adviser equivalent* has been granted trading authority, direction or control, on a *Marketplace* for which *CIRO* is the regulation services provider must contain the unique identifier assigned to that *foreign adviser equivalent*.

(17) The non-executing *Investment Dealer Member* that is not a *Participant* must ensure that the registration status of its *Legal Entity Identifier* has not lapsed.

(18) An *Investment Dealer Member* approved by *CIRO* to provide *order execution only account* services within either a separate legal entity or a separate business unit, must ensure that:

(i) its order-entry systems and *records* are capable of labeling all account documentation, including monthly statements and confirmations, as “order execution only accounts” or other similar phrase, and

(ii) the client monthly statements of its *order execution only account* services are not consolidated with any other client account statements, including those of any other business unit of the *Investment Dealer Member* or of the *Investment Dealer Member* itself.

3242. – 3244. Reserved.

PART E – MARGIN ACCOUNTS

3245. Rules applicable to margin accounts

(1) For the purposes of Rule 3200, a *Dealer Member* that opens a margin account for a *retail client* must comply with the requirements in Parts A, B and E of Rule 3200, and if applicable, Parts C, D, F and G of Rule 3200.

(2) For the purposes of Rule 3200, a *Dealer Member* that opens a margin account for an *institutional client* must:

(i) comply with the requirements in Parts A, B and E of Rule 3200, and if applicable, Parts C, D, F and G of Rule 3200, except for sections 3216 through 3219, and

(ii) ensure the sub-account files of an *institutional client* refer to the documentation contained in the master file to which it is related.

3246. Margin requirements - when to extend margin to clients

(1) In deciding whether to allow a client to trade on margin, a *Dealer Member* must ensure that the client is aware of the risks and benefits associated with trading on margin.

3247. Margin account agreement

(1) Prior to opening a margin account, a *Dealer Member* must:

(i) deliver a margin account agreement to the client, and

(ii) obtain a copy of the margin account agreement signed by the client.

(2) A *Dealer Member's* margin account agreement must, at a minimum, contain a written description of the following rights and obligations:

(i) the client's obligation to pay their indebtedness to the *Dealer Member* and to maintain adequate margin,

(ii) the client's obligation to pay interest on debit balances in their account,

(iii) the *Dealer Member's* right to raise money on and pledge assets held in the client's account,

(iv) the extent to which the *Dealer Member* has the right to use *free credit balances* in the client's account for its own business or to cover debits in the same or other accounts,

(v) the *Dealer Member's* right to sell assets in the client's account and make purchases to cover short sales. If the client requires prior notice, the *Dealer Member* must set out the nature of the notice and the client's obligations to remedy any deficiency,

(vi) the extent of the *Dealer Member's* right, if any, to use an *investment product* in the client's account for delivery against a short sale,

(vii) the extent to which the *Dealer Member* has the right, if any, to use an *investment product* in the client's account for delivery against a short sale in an account owned or controlled by the *Dealer Member*, a partner or *Director*,

(viii) the extent of the *Dealer Member's* right to use assets in the client's account and to hold them as collateral for the client's debt, and

(ix) the *Dealer Member's* obligation to carry out all transactions in accordance with *CIRO requirements* and, where applicable, the requirements of the *Marketplace* on which the transaction has been executed.

3248. – 3249. Reserved.

PART F – ADDITIONAL ACCOUNT OPENING AND UPDATING PROCEDURES FOR DERIVATIVES ACCOUNTS

3250. Rules applicable to derivatives accounts

(1) For the purposes of Rule 3200, an *Investment Dealer Member* that opens a *derivatives* account for a *retail client* must comply with the requirements in Parts A, B and F of Rule 3200, and if applicable, Parts C, D, E and G of Rule 3200.

(2) For the purposes of Rule 3200, an *Investment Dealer Member* that opens a *derivatives* account for an *institutional client* must:

(i) comply with the requirements in Parts A, B and F of Rule 3200, and if applicable, Parts C, D, E and G of Rule 3200, except for sections 3216 through 3219, and

(ii) ensure the sub-account files of an *institutional client* refer to the documentation contained in the master file to which it is related.

(3) An *Investment Dealer Member* must ensure that *persons* trading on its behalf or advising clients in *derivatives* accounts meet minimum proficiency requirements.

3251. Accepting a derivatives account

(1) To accept *derivatives* accounts:

(i) the *Investment Dealer Member* must obtain a completed *derivatives* account application from the client.

(ii) the *Investment Dealer Member* must enter into a *derivatives* trading agreement with the client prior to:

(a) accepting the account as a *derivatives* account, and

(b) executing an initial *derivatives* transaction in the account,

(iii) the *Investment Dealer Member* must provide the client with the most recent *derivatives* disclosure statement or similar disclosure document.

3252. Derivatives trading agreement

(1) An *Investment Dealer Member's derivatives* trading agreement must define the rights and obligations of the *Dealer Member* and the client and, at a minimum, must include the following:

(i) the time periods during which the *Dealer Member* accepts orders for execution,

(ii) the *Investment Dealer Member's* right to:

(a) exercise discretion in accepting orders,

(b) impose trading or position limits or closeout positions under specified conditions,

(iii) the extent of the *Investment Dealer Member's* right to:

(a) use client *free credit balances* within its own business or to finance other client account debits,

(b) use client account assets as collateral for the clients' debit and position obligations,

(c) raise money on and pledge assets held in the client's account,

(iv) the conditions under which the *Investment Dealer Member* may apply the client's funds, *investment product* positions or other property in the account or any other accounts of the client to satisfy outstanding debts or margin calls,

(v) the *Investment Dealer Member's* obligation to:

(a) if required under any *applicable laws* or requested to do so, provide information to regulators regarding position limit, exercise limit requirements and reporting *derivative* positions or *derivative* transactions related data,

(b) obtain client consent before the *Investment Dealer Member* may take the other side to the client's transaction, and document whether the client provides such consent,

(c) address situations when errors and omissions occur,

(vi) where discretionary authority is given to the *Investment Dealer Member*:

(a) disclosures explaining the discretionary authority that has been given,

(b) the client's acknowledgement that it has consented to the giving of the authority,

provided the authority given is consistent with the requirements contained within Part G of Rule 3200 and unless the authority is given through the execution of a separate agreement,

(vii) the client's cumulative loss limit subject to the conditions set out in subsection 3252(2),

(viii) the client's obligation to:

(a) comply with *CIRO requirements* and the requirements of any entity through which the *derivative* is traded, cleared, or issued, including, without limitation, reporting, position limit and exercise limit requirements,

(b) maintain adequate margin collateral and to pay any debts owed to the *Investment Dealer Member*,

(c) pay commission or other compensation, if any,

(d) pay interest, if any, on account debit balances,

(ix) the *retail client*'s acknowledgement of:

(a) receiving the most recent *derivatives* risk disclosure statement,

(b) their obligation to inform and update the *Dealer Member* of any circumstances under which they would be considered to be an insider of a reporting issuer or any other issuer whose *securities* are publicly traded,

(x) any other matter required by a *derivatives* trading, clearing or issuing entity,

(xi) for options, futures contract options and similar *derivatives*:

(a) the *Investment Dealer Member's* deadlines for a client to submit an exercise notice,

(b) the method the *Investment Dealer Member* will use to distribute assignment notices,

(c) disclosures indicating that:

(I) the *Investment Dealer Member* may set maximum limits on short positions,

(II) the *Investment Dealer Member* may apply cash-only terms during the last 10 days before expiry, and

(III) *CIRO* may impose other rules affecting existing or subsequent transactions,

(d) the client's obligation to instruct the *Investment Dealer Member* to close out positions before expiry,

(xii) for futures contracts, forward contracts, contracts for difference and similar *derivatives*, disclosures indicating that the *Investment Dealer Member* requires the client to maintain minimum margin that is the greater of:

(a) the amount the *derivatives* marketplace or clearing house prescribes,

(b) the *CIRO requirements*, or,

(c) the *Investment Dealer Member's* requirements.

(2) The client's cumulative loss limit under clause 3252(1)(vii),

(i) applies to an account, where the transactions involve futures contracts, forward contracts, contracts for difference, futures contract options or similar *derivatives* or highly-leveraged *securities* or *derivatives*,

(ii) applies to an account, other than a hedging account, whether the account is an *advisory account*, a *discretionary account*, a *managed account* or an *order execution only account*, and

(iii) must, notwithstanding obligations under Rule 3400, be determined on

(a) a lifetime basis and validated with the client on an annual basis, or

(b) an annual basis and updated annually.

3253. Letter of undertaking

(1) Instead of a *derivatives* trading agreement, an *Investment Dealer Member* may obtain a letter of undertaking for accounts where the client is classified as an *institutional client*.

(2) The letter of undertaking must state:

(i) that the client agrees to comply with *CIRO requirements*, any *applicable laws*, and the requirements of any entity through which the *derivative* is traded, cleared, or issued, including, without limitation, position limit, and exercise limit requirements and reporting *derivative* positions or *derivative* transactions related data, and

(ii) if the client has an account that is charged interest on a debit balance, the conditions under which transfers of the client's funds, *investment product* positions or other property may be made between accounts, unless these conditions are acknowledged by the client in another document.

3254. Derivatives risk disclosure statement

(1) An *Investment Dealer Member* must:

(i) provide each *derivatives retail client* with the most recent *derivatives* risk disclosure statement or other similar document, approved by *CIRO* before accepting an initial *derivatives* order from the client,

(ii) obtain the client's acknowledgement of receipt of the statement or document provided under clause 3254(1)(i),

(iii) provide each *derivatives retail client* with any amendments to the statement or document provided under clause 3254(1)(i),

(iv) maintain a record of the names and addresses of all clients to whom it has provided the statement or similar document under clause 3254(1)(i) and any amendments under clause 3254(1)(iii) and the dates on which they were provided, and

(v) include with the risk disclosure statement or other similar document, for each *order execution only account* offering *over-the-counter derivatives* to *retail clients*, a disclosure of the percentage of such accounts that were profitable for each of the four most recent quarters.

3255. Position and exercise limits

(1) An *Investment Dealer Member* must comply with the requirements of any entity through which the *derivative* is traded, cleared, or issued, including, without limitation, reporting, position limit and exercise limit requirements.

3256. Futures porting disclosures

(1) Where the client account is subject to a *futures segregation and portability customer protection regime*, an *Investment Dealer Member* must:

(i) provide the client with a porting disclosure document on the benefits, risks and requirements for porting, including the conditions for porting positions to a replacement clearing member,

(ii) obtain the client's acknowledgement that the client has received and understood the porting disclosure document or similar document described in clause 3256(1)(i), and

(iii) notify the client of the obligation of the *Investment Dealer Member* to provide the clearing corporation with information and reports related to the client's positions.

3257. – 3269. Reserved.

PART G – DISCRETIONARY ACCOUNTS AND MANAGED ACCOUNTS

3270. Definitions

(1) The following term has the meaning set out below when used in sections 3271 through 3281:

"responsible person" (*personne responsable*)	A partner, *Director*, *officer*, *employee* or *agent* of an *Investment Dealer Member* who: (i) exercises discretionary authority over the account of a client or approves discretionary orders for an account when exercising such discretion or giving such approval pursuant to sections 3273 through 3276, or (ii) participates in the formulation of, or has prior access information regarding investment decisions made on behalf of or advice given to a *managed account* but does not include a sub-adviser under section 3279.

3271. Rules applicable to discretionary accounts and managed accounts

(1) For the purposes of Rule 3200, an *Investment Dealer Member* that accepts a *discretionary account* or a *managed account* for a *retail client* must comply with the requirements in Parts A, B and G of Rule 3200, and if applicable, Parts C, E and F of Rule 3200.

(2) For the purposes of Rule 3200, an *Investment Dealer Member* that opens a *discretionary account* or a *managed account* for an *institutional client* must:

(i) comply with the requirements in Parts A, B and G of Rule 3200, and if applicable, Parts C, E and F of Rule 3200, except for sections 3216 through 3219, and

(ii) ensure the sub-account files of an *institutional client* refer to the documentation contained in the master file to which it is related.

(3) The *Investment Dealer Member* must ensure that *individuals* trading or advising on its behalf, in *discretionary accounts* or *managed accounts*, meet the applicable proficiency requirements.

3272. Reserved.

DISCRETIONARY ACCOUNTS

3273. Accepting a discretionary account

(1) To accept *discretionary accounts*:

(i) the *Investment Dealer Member* must obtain a completed *discretionary account* application from the client,

(ii) the *Investment Dealer Member* must enter into a *discretionary account* agreement with the client prior to:

(a) accepting the account as a *discretionary account*, and

(b) engaging in trading in the account.

3274. Discretionary account agreement

(1) A *discretionary account* agreement must:

(i) define the extent of the discretionary authority given to the *Investment Dealer Member* by the client,

(ii) include any restrictions on the discretionary authority,

(iii) have a maximum term of no longer than 12 months,

(iv) not be renewable, and

(v) set out the terms of termination in accordance with subsection 3274(2).

(2) A *discretionary account* agreement may only be terminated by written notice:

(i) by the client, effective when received by the *Investment Dealer Member*, except for orders entered prior to receipt of the notice, or

(ii) by the *Investment Dealer Member*, effective not less than 30 days from the date the *Investment Dealer Member* delivered the notice to the client.

3275. Persons authorized to affect discretionary trades

(1) A *Registered Representative* may only be authorized to affect trades for a *discretionary account* if:

(i) the *Registered Representative* has at least two years of active experience in trading, advising or performing analysis with respect to all types of products that are to be traded on a discretionary basis, and

(ii) the *discretionary account* is maintained at the *Investment Dealer Member* on whose behalf the *Registered Representative,* conducts business.

3276. Conflicts of interest

(1) A *discretionary account* must not hold any publicly traded *securities* of the *Investment Dealer Member* or its *affiliates*.

(2) A *responsible person* or an *Investment Dealer Member* must not trade for his or her or the *Investment Dealer Member's* own account, or knowingly permit or arrange any *associate* or *affiliate* to trade, in reliance upon information relating to trades made or to be made in a *discretionary account*.

(3) A *responsible person* or an *Investment Dealer Member* must not, without the prior written consent of the client, knowingly allow a *discretionary account* to:

(i) invest in a *security* or *derivative* of a *security* of an issuer if the *individuals* authorized under subsection 3275(1) to deal with *discretionary accounts* is an officer or director of the issuer, unless the position with the issuer is disclosed to the client, or

(ii) invest in new issues or secondary offerings underwritten by the *Investment Dealer Member*.

(4) A *responsible person* or an *Investment Dealer Member* must not allow a *discretionary account* to provide a *guarantee* or loan to a *responsible person* or an *associate* of a *responsible person*.

MANAGED ACCOUNTS

3277. Accepting a managed account

(1) To accept *managed accounts*:

(i) the *Investment Dealer Member* must obtain a completed *managed account* application from the client,

(ii) the *Investment Dealer Member* must enter into a *managed account* agreement with the client prior to:

(a) accepting the account as a *managed account*, and

(b) engaging in trading in the account,

(iii) the *Investment Dealer Member* must provide the client with a copy of its policy ensuring fair allocation of investment opportunities.

3278. Managed account agreement

(1) The *managed account* agreement must:

(i) describe or refer to the client's personal and financial circumstances, investment knowledge, investment time horizon, investment needs and objectives and risk profile that are applicable to the *managed account* or accounts,

(ii) describe any investment restrictions imposed by the client, where permitted by the *Investment Dealer Member*, and

(iii) set out the terms of termination in accordance with subsection 3278(2).

(2) The *managed account* agreement may only be terminated by written notice:

(i) by the client, effective on receipt by the *Dealer Member*, except for transactions entered prior to receipt of the notice, or

(ii) by the *Investment Dealer Member*, effective not less than 30 days from the date the *Investment Dealer Member* delivered the notice to the client.

3279. Persons authorized to deal with managed accounts

(1) An *Investment Dealer Member* must designate an *individual* authorized to deal with *managed accounts* who is:

(i) a *Portfolio Manager*,

(ii) an *Associate Portfolio Manager*, or

(iii) a sub-advisor with whom the *Investment Dealer Member* has entered into a written sub-advisor agreement.

(2) The sub-advisor in clause 3279(1)(iii) must be:

(i) registered or licensed, or operating under an exemption from registration or licensing, under *securities laws* of the jurisdiction in which its head office or principal place of business is located, that permits it to carry on *managed account* activities, or its equivalent, in such jurisdiction, and

(ii) subject to legislation or regulations containing conflict of interest provisions at least equivalent to those set out in section 3280 or has entered into an agreement with the *Investment Dealer Member* that it will comply with section 3280.

3280. Conflicts of interest

(1) A *responsible person* or an *Investment Dealer Member* must not trade for their or the *Investment Dealer Member's* own account, or knowingly permit or arrange any *associate* or *affiliate* to trade, in reliance upon information relating to trades made or to be made in a *managed account*.

(2) A *responsible person* or an *Investment Dealer Member* must not, without the prior written consent of the client, knowingly allow a *managed account* to:

(i) invest in a *security* or *derivative* of a *security* of an issuer that is related or connected to a *responsible person* or to the *Investment Dealer Member*,

(ii) invest in a *security* or *derivative* of a *security* of an issuer if the *individuals* authorized under subsection 3279(1) to deal with *managed accounts* is an officer or director of the issuer, unless the position with the issuer is disclosed to the client, or

(iii) invest in new issues or secondary offerings underwritten by the *Investment Dealer Member*.

(3) A *responsible person* or an *Investment Dealer Member* must not knowingly cause any *managed account* to:

(i) purchase or sell a *security* or *derivative* of a *security* of an issuer from or to the account of a *Portfolio Manager*, an *Associate Portfolio Manager* or an *associate* of a *Portfolio Manager* or an *associate* of an *Associate Portfolio Manager,*

(ii) purchase or sell a *security* or *derivative* of a *security* of an issuer from or to an investment fund for which a *responsible person* acts as an adviser, or

(iii) provide a *guarantee* or loan to a *responsible person* or an *associate* of a *responsible person*.

(4) An *Investment Dealer Member* must fairly allocate investment opportunities among its *managed accounts*.

3281. Fees and remuneration

(1) An *Investment Dealer Member* may not charge a client directly for services rendered to the *managed account*, that is:

(i) based upon the volume or value of transactions in the account initiated for the account, or

(ii) contingent upon profit or performance of the client's account,

unless the client has provided the *Investment Dealer Member* with a written agreement which sets out the way the fees may be charged based on volume or value of transactions or contingent upon profit or performance.

(2) An *Investment Dealer Member* must not compensate a *person* referred to in section 3279, based on the value or volume of transactions in the account.

3282. - 3299. Reserved.

RULE 3300 | PRODUCT DUE DILIGENCE AND KNOW-YOUR-PRODUCT

3301. Product Due Diligence

(1) A *Dealer Member* must not make *investment products* available to clients unless the *Dealer Member* has taken reasonable steps to:

(i) assess the relevant aspects of the *investment products*, including their structure, features, risks, initial and ongoing costs and the impact of those costs,

(ii) approve the *investment products* to be made available to clients, and

(iii) monitor the *investment products* for significant changes.

(2) An *Approved Person* must not purchase *investment products* for, or recommend *investment products* to, a client unless they have been approved by the *Dealer Member* to be made available to clients under subsection 3301(1).

3302. Know-Your-Product

(1) An *Approved Person* of a *Dealer Member* must not transact in or purchase or sell *investment products* for, or recommend *investment products* to, a client unless the *Approved Person* takes steps to understand the *investment products*, including their structure, features, risks, initial and ongoing costs and the impact of those costs.

(2) For purposes of subsection 3302(1), the steps required to understand the *investment products* are those that are reasonable to enable the *Approved Person* to meet their obligations under Rule 3400.

3303. Exceptions from Product Due Diligence and Know-Your-Product

(1) Section 3301 does not apply in respect to an account maintained at a *Dealer Member* who is a *carrying broker* for that account or who only provides trade execution, clearing, settlement or custody services or a combination of these services to another *Dealer Member*, portfolio manager, exempt market dealer or their respective clients, for that account.

(2) Section 3302 does not apply in respect to:

(i) an *order execution only account,*

(ii) a *direct electronic access account*, or

(iii) an account maintained at a *Dealer Member* who is a *carrying broker* for that account or who only provides trade execution, clearing, settlement or custody services or a combination of these services to another *Dealer Member*, portfolio manager, exempt market dealer or their respective clients, for that account.

3304. - 3399. Reserved.

RULE 3400 | SUITABILITY DETERMINATION

3401. Introduction

(1) Rule 3400 sets out a *Dealer Member's* suitability determination obligations in dealing with clients.

3402. Retail client suitability determination requirements

(1) Before a *Dealer Member*:

(i) transacts in, purchases, sells, withdraws, exchanges or transfers-out *investment products* for a *retail client*'s account,

(ii) takes any other investment action for a client, or

(iii) makes a recommendation or exercises discretion to take any such action,

the *Dealer Member* must determine, on a reasonable basis, that the action satisfies the following criteria:

(iv) the action is suitable for the *retail client*, based on the following factors:

(a) the *retail client*'s information collected in accordance with section 3202,

(b) the *Dealer Member*'s assessment of and an *Approved Person*'s understanding of the *investment product*, required in accordance with Rule 3300,

(c) the impact of the action on the *retail client*'s account, including the concentration of *investment products*, within the account and their liquidity,

(d) the potential and actual impact of costs on the *retail client*'s returns, and

(e) a consideration of a reasonable range of alternative actions available to the *Registered Representative, Portfolio Manager*, or *Associate Portfolio Manager* as applicable, through the *Dealer Member* at the time the determination is made, and

(v) the action puts the *retail client*'s interest first.

(2) A *Dealer Member* must review the *retail client*'s account and the *investment products* in the *retail client's* account to determine whether the criteria in subsection 3402(1) are met, and take reasonable steps, within a reasonable time, after any of the following events:

(i) *investment product* positions are received or delivered into the client's account by way of deposit or transfer-in,

(ii) there is a change in the *Registered Representative*, *Portfolio Manager* or *Associate Portfolio Manager* designated as responsible for the account,

(iii) the *Dealer Member* becomes aware of a change in the *retail client*'s information collected in accordance with subsection 3202(1) that could result in an *investment product* position, or the *retail client*'s account not satisfying subsection 3402(1),

(iv) the *Dealer Member* becomes aware of a change in an *investment product* position in the *retail client*'s account that could result in the *investment product* position, or account not satisfying subsection 3402(1), or

(v) the *Dealer Member* reviews the *retail client*'s information in accordance with subsection 3209(4).

(3) When making a suitability determination pursuant to subsection 3402(1), a *Dealer Member*

must determine, on a reasonable basis, that the *retail client*'s account portfolio of investments that would result from the investment action the *Dealer Member* takes, recommends or exercises discretion to take is suitable for the *retail client* and puts the *retail client*'s interest first.

(4) If after performing a suitability determination pursuant to subsection 3402(1) a *Dealer Member* receives an instruction from a *retail client* to take an action that, if taken, does not satisfy subsection 3402(1), the *Dealer Member* may carry out the *retail client*'s instruction if the *Dealer Member* has:

(i) informed the *retail client* of the basis for the determination that the action will not satisfy subsection 3402(1) and advised the client against proceeding with the order,

(ii) recommended to the *retail client* an alternative action that satisfies subsection 3402(1), and

(iii) received recorded confirmation of the *retail client*'s instruction to proceed with the action despite the determination referred to in clause 3402(4)(i).

(5) If after performing a suitability determination pursuant to subsection 3402(1) a *Dealer Member* has determined that an action taken for a *retail client* does not satisfy subsection 3402(1), the *Dealer Member* must:

(i) advise the *retail client*,

(ii) make recommendations to address any inconsistencies, and

(iii) maintain evidence of such recommendations.

(6) *A Dealer Member* must have policies and procedures to assess the appropriateness of a *retail client*'s leverage strategies and set out the process of approval of such strategies, and related documentation requirements.

(7) The policies and procedures established by the *Dealer Member* under subsection 3402(6) must be effective in detecting and preventing leverage strategies that are unsuitable.

(8) A *Dealer Member* must determine, on a reasonable basis and putting the *retail client*'s interest first, that:

(i) it is suitable for the *retail client* to continue having an account with the *Dealer Member*, and

(ii) the scope of products, services and account relationships which the *retail client* has access to within the account are suitable for the *retail client*.

3403. Institutional client suitability determination requirements

(1) Subject to the applicable exceptions set out in section 3404, a suitability determination must be made for an *institutional client*:

(i) before any order is accepted from the client, and

(ii) before a recommendation is made to the client to transact in or to purchase, sell, exchange or hold another *investment product*.

(2) When a suitability determination must be made for an *institutional client* pursuant to subsection 3403(1), a *Dealer Member* must make a determination whether the client is sufficiently sophisticated and capable of making its own investment decisions in order to

determine the level of suitability owed to that *institutional client*. In making a determination whether a client is capable of independently evaluating investment risk and is exercising independent judgment, relevant considerations include:

(i) any written or oral understanding that exists between a *Dealer Member* and its client regarding the client's reliance on the *Dealer Member*,

(ii) the presence or absence of a pattern of acceptance of the *Dealer Member's* recommendations,

(iii) the use by a client of ideas, suggestions, market views and information obtained from other *Dealer Members*, market professionals or issuers particularly those relating to the same type of *investment product*,

(iv) the use of one or more investment dealers, portfolio managers or other third party advisors,

(v) the general level of experience of the client in financial markets,

(vi) the specific experience of the client with the type of *investment product* under consideration, including the client's ability to independently evaluate how market developments would affect the *investment product* and ancillary risks such as currency rate risk, and

(vii) the complexity of the *investment product* involved.

(3) Once each suitability determination has been made and:

(i) the *Dealer Member* has reasonable grounds for concluding that the *institutional client* is capable of making an independent investment decision and independently evaluating the investment risk, then the *Dealer Member's* suitability obligation is fulfilled for that transaction, or

(ii) the *Dealer Member* does not have reasonable grounds for concluding that the *institutional client* is capable of making an independent investment decision and independently evaluating the investment risk, then the *Dealer Member* must take steps to ensure that the *institutional client* fully understands the *investment product*, including the potential risks.

(4) A *Dealer Member* must determine, on a reasonable basis and putting the *institutional client's* interest first, that:

(i) it is suitable for the *institutional client* to continue having an account with the *Dealer Member*, and

(ii) the scope of products, services and account relationships which the *institutional client* has access to within the account are suitable for the *institutional client*.

3404. Exceptions from the suitability determination requirements

(1) Other than clauses 3402(8)(i) and 3403(4)(i), sections 3402 or 3403 do not apply in respect to:

(i) an *order execution only account*, or

(ii) a *direct electronic access account.*

(2) Sections 3402 and 3403 do not apply in respect to an account maintained at a *Dealer Member* who is a *carrying broker* for that account or who only provides trade execution,

clearing, settlement or custody services or a combination of these services to another *Dealer Member*, portfolio manager, exempt market dealer or their respective clients, for that account.

(3) Other than subsection 3403(4), section 3403 does not apply in respect to:

(i) an account held by a *Dealer Member*, *regulated entity*, exempt market dealer, portfolio manager, bank, trust company or insurance company, or

(ii) an account held by a non-individual *institutional client* that:

(a) is also a "permitted client", as defined in National Instrument 31-103,

(b) is not a client described in clause 3404(3)(i), and

(c) has waived, in writing, the protections offered to them under subsections 3403(1) and 3403(2).

(4) Subsection 3403(4) does not apply to an account held by an *institutional client* who is a *Dealer Member*, *regulated entity*, exempt market dealer, portfolio manager, bank, trust company or insurance company.

3405. Reserved.

3406. Primary responsibility and delegation

(1) Compliance with *CIRO requirements* relating to suitability determination is primarily the responsibility of the *Registered Representative*, *Portfolio Manager* or *Associate Portfolio Manager* assigned to the client account.

(2) *Registered Representatives, Portfolio Managers* and *Associate Portfolio Managers* must not delegate their responsibility for suitability assessment obligations to any other *person*.

3407 - 3499. Reserved

RULE 3500 | SALES PRACTICES

3501. Introduction

(1) Rule 3500 sets out minimum standards that *Dealer Members* must follow in their dealings with clients and when developing policies and procedures that specifically address sales practices.

3502. Definitions

(1) The following terms have the meaning set out below when used in Rule 3500:

"commencement of distribution" (*début du placement*)	The time when an *Investment Dealer Member* has had *distribution discussions* which are of sufficient specificity that it is reasonable to expect that the *Investment Dealer Member* (alone or with other underwriters) will propose an underwriting of *equity securities* to the issuer or selling *security*-holder.
"distribution" (*placement*)	The same meaning as defined under *securities laws* and includes a distribution pursuant to a bought deal agreement.
"distribution discussions" (*discussions de placement*)	Discussions by an *Investment Dealer Member* with an issuer or a selling *security*-holder, or with another underwriter that has had discussions with an issuer or selling *security*-holder, concerning a *distribution*.

3503. Client priority

(1) A *Dealer Member* must give priority to client orders or transactions over all other orders or transactions for the same *investment product* at the same price.

(2) The *Dealer Member* must not give priority to orders or transactions for an account in which the *Dealer Member* or partners, *officers, employees* or *Approved Persons* of the *Dealer Member* has or have a direct or indirect interest, other than an interest in the commission charged.

(3) Where investment decisions are made centrally and applied across a number of *managed accounts*, subsections 3503(1) and 3503(2) do not apply to the *managed accounts* of partners, *officers, employees* or *Approved Persons* of a *Dealer Member* who participate in a *managed account* program on the same basis as client accounts.

3504. Commission fees, service fees and other account related fees

(1) Upon the opening of an account, or 60 days prior to any fee being charged with respect to the account, a *Dealer Member* must provide each client with a fee schedule relating to any:

(i) fixed dollar or fixed percentage commission fees,

(ii) service fees,

(iii) administrative fees, and

(iv) other account charges.

(2) A *Dealer Member* who charges any of the fees identified in subsection 3504(1) may not charge a higher fee unless it has given 60 days' notice of this change to its clients.

(3) A *Dealer Member* must disclose to clients whether any interest will be paid on uninvested client cash and such disclosure must include the applicable rate. The *Dealer Member* may retain the interest earned in excess of the amount of interest payable to the client.

(4) The requirements set out in subsections 3504(1) and (2) do not apply to accounts of *institutional clients*.

(5) The disclosure requirements set out in subsections 3504(1) and (2) do not apply to interest charged by a *Dealer Member* in respect of an account.

(6) A *Dealer Member* may not charge a client a fee that is contingent upon the profit or performance of the client's account, unless specifically permitted under *CIRO requirements*.

3505. Payment of commission fees

(1) Unless otherwise permitted under *securities laws*, a *Dealer Member* must not pay any commission fees or other fees in connection with payments received from a client or issuer, to any *person* other than a *Registered Representative*, *Investment Representative*, *Portfolio Manager* or *Associate Portfolio Manager*.

3506. During the period of distribution

(1) During the period of *distribution*, an *Investment Dealer Member* who participates in a *distribution* as an underwriter or as a member of a banking or selling group, must not offer for sale or accept any offer to buy all or any part of those *securities* at a price higher than the stated initial public offering price of the *securities*, and

(2) This obligation continues until the *Investment Dealer Member* has notified the applicable *securities regulatory authority* that its role in the *distribution* has ended.

3507. New issues

(1) For the purpose of section 3507, the term "normal investment practice" does not include an account that has regularly purchased "hot issues" based on the history of investments in that account with the *Investment Dealer Member*.

(2) An *Investment Dealer Member* must make a bona fide offering of the total amount of its participation in a new issue to public investors.

(3) Public investors do not include an officer or employee of a bank, insurance company, trust company, investment fund, pension fund or similar institutional body or the immediate families of an officer or employee of these institutions regularly engaged in the purchase or sale of *securities* for such institution unless:

(i) the purchases are demonstrated to be for bona fide personal investment, and

(ii) are made in accordance with the *person's* normal investment practice.

3508. Inside information

(1) For the purpose of section 3508 "material non-public information" means material facts or material changes not generally disclosed as defined under *securities laws*.

(2) A *Director*, *Executive* or *employee* of a *Dealer Member* acting as a director to a reporting issuer is a person in a special relationship with the reporting issuer and must not disclose any *material non-public information* about the reporting issuer to anyone including any

Directors, Executives, employees or clients, or research or trading departments of the *Dealer Member* unless in the necessary course of business.

(3) A representative of a *Dealer Member* acting in an underwriting or *advisory capacity* to a reporting issuer is a person in a special relationship with the reporting issuer and must not disclose any *material non-public information* about the reporting issuer to anyone including any *Directors, Executives, employees* or clients, or research or trading departments of the *Dealer Member* unless in the necessary course of business.

(4) When a *Dealer Member*, *Director*, *Executive* or *employee* of a *Dealer Member* has *material non-public information* about the issuer and discloses it to other personnel of the *Dealer Member* in the necessary course of business, those persons also become persons in a special relationship with the reporting issuer and must not disclose any *material non-public information* about the reporting issuer to anyone including any *Directors, Executives, employees* or clients, or research or trading departments of the *Dealer Member* unless in the necessary course of business.

(5) A *Dealer Member*'s policies and procedures must specifically address maintaining the confidentiality of *material non-public information*.

3509. Premarketing

(1) In subsections 3509(2), 3509(4) and 3509(5), an "informed person" refers to any *employee* or *Approved Person* of an *Investment Dealer Member* who:

(i) participated in or had actual knowledge of the *distribution discussions,* or

(ii) acts on information provided by or is directed by, induced by, or otherwise receives suggestions from a *person* who directly or indirectly participated in or had actual knowledge of the *distribution discussions.*

(2) An *informed person* must not solicit expressions of interest from the public, in the type of *securities* subject to *distribution discussions*, from the *commencement of distribution* discussions until the earliest of:

(i) the issuance of a receipt for the preliminary prospectus,

(ii) a press release issued and filed in accordance with *applicable laws*, announcing the signing of an enforceable agreement in respect of the potential *distribution*, and

(iii) the *Investment Dealer Member* deciding not to pursue the potential *distribution*.

(3) For the purpose of clause 3509(2)(ii), a press release will be deemed to have been issued when it is released to a news distribution service for distribution and will be deemed to have been filed when delivered or sent to the relevant provincial *securities regulatory authority*, in accordance with *securities laws*.

(4) An *informed person* must not engage, direct, suggest or induce another *informed person* to engage in market making or other principal trading activities in *securities* that are the subject of *distribution discussions.*

(5) Where an *Investment Dealer Member* and issuer or selling *security*-holder can show a bona fide intention to distribute the *equity securities* pursuant to a prospectus exemption:

(i) the *Investment Dealer Member* including the *informed person* will not be subject to the restrictions in subsection 3509(2),

(ii) notwithstanding clause 3509(5)(i), the restrictions in subsection 3509(2) will apply from the time it is reasonable to expect that a decision to abandon an exempt offering of *equity securities* in favor of a prospectus offering will be taken.

(6) An *Investment Dealer Member* involved in a *distribution* as an underwriter must:

(i) maintain policies and procedures that specifically address compliance with the obligations under section 3509, and

(ii) monitor the *Investment Dealer Member*, its *employees* and *Approved Persons* compliance with these policies and procedures.

(7) In the event that there will be a significant delay before the preliminary short form prospectus is filed, *CIRO* may grant an exemption from the requirements under section 3509 if it is satisfied that to do so would not prejudice the interests of the *Investment Dealer Member*'s clients, the public, or the *Investment Dealer Member*.

3510. - 3599. Reserved.

RULE 3600 | COMMUNICATIONS WITH THE PUBLIC

3601. Introduction

(1) A *Dealer Member*'s policies and procedures must specifically address communication with the public and the *Dealer Member* must monitor compliance with these policies and procedures to provide reasonable assurance the *Dealer Member*, its *employees* and *Approved Persons* comply with the policies and procedures.

(2) Rule 3600 is divided into the following parts:

Part A – Advertisements, sales communications and client communications [section 3602]

Part B – Research reports [sections 3606 through 3623]

Part C – Misleading Communications [section 3640]

PART A – ADVERTISEMENTS, SALES COMMUNICATIONS AND CLIENT COMMUNICATIONS

3602. Advertising

(1) A *Dealer Member* must not issue, participate in or knowingly allow the use of its name in any *advertisement*, *sales communication* or *client communication* that:

(i) contains an untrue statement or omission of a material fact or is otherwise false or misleading,

(ii) uses an image such as a photograph, sketch, logo or graph which conveys a misleading impression;

(iii) contains an unjustified promise of specific results,

(iv) uses unrepresentative statistics to suggest unwarranted or exaggerated conclusions, or fails to identify the material assumptions made in arriving at these conclusions,

(v) contains any opinion or forecast of future events which is not clearly labeled as such,

(vi) fails to fairly present the potential risks to the client,

(vii) is detrimental to the interests of the public, *CIRO* or its *Dealer Members*, or

(viii) fails to comply with *CIRO requirements* or any *applicable laws*.

(2) A *Dealer Member*'s policies and procedures must specifically address the review and supervision of *advertisements, sales communications* and *client communications* relating to its business.

(3) A *Dealer Member* must ensure that the following items are approved by a *Supervisor* before use or publication:

(i) *research reports*,

(ii) market letters,

(iii) telemarketing scripts,

(iv) promotional seminar texts (excluding educational seminar texts),

(v) original *advertisements* or original template *advertisements*, and

(vi) any material containing performance reports or summaries that is used to solicit clients.

(4) A *Dealer Member* must ensure that all *advertisements*, *sales communications* or *client communications* not listed in subsection 3602(3) are reviewed in a manner appropriate to the type of material through:

(i) pre-use approval,

(ii) post-use review, or

(iii) post-use sampling.

(5) A *Dealer Member* must provide reasonable assurance:

(i) its *employees* and *Approved Persons* are familiar with its policies and procedures relating to *advertisements*, *sales communications* and *client communications*, and

(ii) its policies and procedures include specific ongoing measures to provide reasonable assurance its policies and procedures are being complied with.

(6) A *Dealer Member* must retain copies of all *advertisements*, *sales communications* and *client communications* and all *records* of supervision for the period set out in section 3803. These items must be readily available for inspection by *CIRO*.

(7) Any *advertisements*, *sales communications* and *client communications*, other than investment performance reporting, containing or referring to a rate of return regarding a specific account or group of accounts must:

(i) disclose an annualized rate of return calculated in accordance with standard industry practices, and

(ii) explain the methodology used to calculate such rate of return in sufficient detail and clarity to reasonably permit a client to understand the basis for the rate of return.

3603 - 3605. Reserved.

PART B – RESEARCH REPORTS

3606. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 3600:

"analyst" (*analyste*)	An *Investment Dealer Member's employee* or *Approved Person* who is held out to the public as an analyst or whose responsibilities to the *Dealer Member* include the preparation, for distribution to clients or prospective clients, of any written report, which includes a recommendation with respect to a *security*.
"equity related security" (*titre lié à des titres de capitaux propres*)	A *security* whose performance is based on the performance of an underlying *equity security* or a basket of income producing assets, including *derivatives*, convertible *securities* and income trust units.

"investment banking" or "investment banking service" (*services bancaires d'investissement*)	Includes but is not limited to: (i) acting as an underwriter in an offering of *securities* for an issuer, (ii) acting as a financial adviser in a merger or acquisition, or (iii) providing venture capital, lines of credit or serving as a placement agent for an issuer.

3607. Policies and procedures and minimum disclosure

(1) An *Investment Dealer Member*'s policies and procedures must specifically address:

(i) the conduct of *analysts*,

(ii) the publishing of *research reports*, and

(iii) the making of recommendations by *analysts*.

(2) An *Investment Dealer Member* must designate one or more *Supervisors* to be responsible for reviewing and approving *research reports*.

3608. Research report disclosure of reasonably foreseeable conflicts of interest

(1) A *research report* prepared by the *Investment Dealer Member* must disclose any matter which might reasonably indicate an existing or reasonably foreseeable conflict of interest for the *Investment Dealer Member* or the *analyst*, which includes, but is not limited to, the matters set out in subsection 3608(2).

(2) A *research report* prepared by the *Investment Dealer Member* must disclose:

(i) if the *Investment Dealer Member* or its *affiliat*es has *beneficial ownership* of the *equity securities* of the subject issuer that amounts to one percent or more of any class of such *securities*:

(a) as of the end of the month prior to the issuance date of the *research report*, or

(b) as of the end of the second most recent month if the report issuance date is less than 10 days after the end of the prior month,

(ii) if:

(a) the *analyst*,

(b) an *associate* of the *analyst*, or

(c) any *person* directly involved in the preparation of the report,

holds or is short any of the issuer's *securities* directly or indirectly,

(iii) any services provided by any partner, *Director* or *officer* of the *Investment Dealer Member* or *analyst* involved in the preparation of a report, other than services provided in the normal course investment advisory or trade execution services to the issuer for *remuneration,* during the 12 months immediately preceding the date a *research report* or recommendation was issued,

(iv) any *investment banking services* provided by the *Investment Dealer Member* to the issuer for *remuneration* during the 12 months immediately preceding the date a *research report* or recommendation was issued,

(v) the name of any partner, *Director*, *officer*, *employee* or *agent* of the *Investment Dealer Member* who is a partner, director, officer or employee of the issuer, or who serves in an equivalent *advisory capacity* to the issuer, and

(vi) if it is making a market in any *equity security* or *equity related security* of the subject issuer.

3609. Additional disclosures

(1) A *research report* must disclose or indicate where the following information is otherwise available:

(i) the *Investment Dealer Member's* system for rating investment opportunities and how each recommendation fits within the system, and

(ii) the *Investment Dealer Member's* policies and procedures that specifically address the dissemination of its *research reports*.

(2) An *Investment Dealer Member* must, on a quarterly basis, disclose the percentage of its recommendations that fall into each category of its recommendation system.

3610. Quality of disclosures in a research report

(1) An *Investment Dealer Member* must ensure that the *research report* disclosures required in sections 3608 and 3609 are made in a clear, meaningful, comprehensive and prominent manner.

(2) The *Investment Dealer Member* must not use standard disclosure statements when it is more appropriate to use specific information and customized disclosures in order to comply with the requirements set out in section 3608 or 3609.

3611. Independent third party research report

(1) The disclosures required by sections 3608 and 3609 are applicable to *research reports* prepared by an independent third party that is distributed by an *Investment Dealer Member* to its clients under the independent third party's name.

(2) The disclosures in sections 3608 and 3609 are not required in the following circumstances:

(i) in the case of independent third party *research reports* that are issued by members of the Financial Industry Regulatory Authority or *person*s governed by other regulators approved by *CIRO*, or

(ii) when an *Investment Dealer Member* is only giving clients access to independent third party *research report*, or supplying an independent third party *research report* at the request of a client,

and

(iii) the *Investment Dealer Member* discloses that the independent third party *research report* was not prepared in accordance with Canadian disclosure requirements relating to *research reports*.

3612. Directing the reader to disclosures

(1) When an *Investment Dealer Member* distributes a *research report*:

(i) covering six or more issuers, the report may direct the reader to where the disclosures required under sections 3608, 3609 and 3616 may be found, or

(ii) electronically, the report may direct the reader to where the disclosures required under sections 3608, 3609 and 3616 may be accessed by electronic means, such as through the use of a hyperlink.

3613. Visiting an issuer

(1) An *Investment Dealer Member* must disclose in its *research reports*:

(i) whether, and to what extent, an *analyst* has visited the issuer's material operations, and

(ii) if the issuer has paid or reimbursed any of the *analyst's* travel expenses with respect to the visit.

3614. Relationship with the issuer

(1) An *Investment Dealer Member* must not issue a *research report* prepared by an *analyst* on any issuer for which the *analyst*, an *associate* of the *analyst* or the *Supervisor*:

(i) serves as an officer, director or employee of the issuer, or

(ii) serves in any *advisory capacity* to the issuer.

3615. Notice to discontinue coverage

(1) An *Investment Dealer Member* must issue notice of its intention to suspend or discontinue coverage of an issuer, to the same audience who received the coverage and in the same manner that the coverage was distributed.

(2) Notice of discontinuance of coverage is not required if the sole reason for the suspension is that the issuer has been placed on an *Investment Dealer Member's* restricted list.

3616. Setting price targets

(1) If an *Investment Dealer Member* sets a price target in a *research report*, the *Investment Dealer Member* must disclose, in that *research report*, the valuation method used.

3617. Prohibited inducements

(1) An *Investment Dealer Member* must not, as consideration or inducement for the receipt of business or compensation from an issuer, directly or indirectly:

(i) offer to issue favourable *research report* on the issuer,

(ii) offer to set a favourable rating or price target on one or more of the issuer's *securities*,

(iii) offer to delay the changing of a rating or price target on one or more of the issuer's *securities* or the changing of any other *research report* element, including offering to delay the issue date of the *research report*, or

(iv) threaten to change a rating or a price target on one or more of the issuer's *securities* or any other element of a *research report*.

3618. Public comments

(1) When giving an interview or otherwise making any public comment about the merits of an issuer or its *securities*, an *employee* or *Approved Person* of an *Investment Dealer Member* must disclose whether or not the *Investment Dealer Member* has issued a relevant *research report*.

3619. Policies and procedures on trading

(1) An *Investment Dealer Member* who issues or distributes *research reports* must have policies and procedures that specifically address detecting and restricting any trading in *equity securities* or *equity related securities* of a subject issuer that is done with knowledge of or in anticipation of:

(i) the issuance of a *research report*,

(ii) a new recommendation, or

(iii) a change in a recommendation,

related to the subject *security* that could reasonably be expected to influence the price of the subject *securities*.

(2) An *individual* directly involved in the preparation or approval of a *research report* must not trade in *equity securities* or *equity related securities* of the subject issuer for a period beginning 30 days prior to and ending five days after the issuance of the *research report*.

(3) Notwithstanding subsection 3619(2), an *individual* may trade with the prior written approval of a designated *Executive* of the *Investment Dealer Member*.

(4) Approval under subsection 3619(3) may not be granted for trades that are contrary to the *analyst's* current recommendation, unless special circumstances exist.

3620. Prohibition on investment banking compensation

(1) A *research report* must disclose if the *analyst* responsible for the report received compensation within the prior 12 months that was based upon the *Investment Dealer Member's investment banking* revenues.

(2) An *Investment Dealer Member* must not pay any bonus, salary or other compensation to an *analyst* that is directly based upon a specific *investment banking* transaction.

3621. Relationship with investment banking

(1) An *Investment Dealer Member*'s policies and procedures must specifically address preventing recommendations in *research reports* from being influenced by the *investment banking* department or the issuer.

(2) The policies and procedures must specifically address, at a minimum:

(i) prohibiting the approval of *research reports* by the *investment banking* department,

(ii) limiting the *investment banking* department's involvement in the production of *research reports* solely to the correction of factual errors,

(iii) prohibiting and preventing the *investment banking* department from receiving advance notice of new ratings or rating changes on covered issuers, and

(iv) establishing systems to control and record the flow of information between *analyst*s and *investment banking* department staff, regarding issuers that are the subject of current or prospective *research reports*.

3622. Quiet periods

(1) An *Investment Dealer Member* must not issue a *research report* on *equity securities* of a subject issuer for which the *Investment Dealer Member* has acted as manager or co-manager:

(i) for 10 days after the date of the offering of an initial public offering of *equity securities* of the subject issuer,

(ii) for three days after the date of the offering of a secondary offering of *equity securities* of the subject issuer.

(2) Subsection 3622(1) does not prevent an *Investment Dealer Member* from issuing a *research report* on the effects of significant news about or a significant event affecting the issuer within the applicable 10 day or three day period.

(3) Subsection 3622(1) does not apply where the subject *securities* are exempted from restrictions under provisions relating to market stabilization set out in *CIRO requirements* and *securities laws*.

3623. Outside activities

(1) An *Investment Dealer Member* must pre-approve an *analyst's* outside activities.

3624. – 3639. Reserved.

PART C – MISLEADING COMMUNICATIONS

3640. Misleading communications

(1) An *Approved Person* must not hold themselves out, and a *Dealer Member* must not hold itself or its *Approved Persons* out, including through the use of a *trade name*, in a manner that could reasonably be expected to deceive or mislead any person or company as to any of the following matters:

(i) the proficiency, experience, qualifications or category of registration or approval of the *Approved Person*,

(ii) the nature of the person's relationship, or potential relationship, with the *Dealer Member* or the *Approved Person*, or

(iii) the products or services provided, or to be provided, by the *Dealer Member* or the *Approved Person*.

(2) For greater certainty, and without limiting subsection 3640(1), an *Approved Person* who interacts with clients must not use any of the following:

(i) if based partly or entirely on that *Approved Person's* sales activity or revenue generation, a title, designation, award, or recognition,

(ii) a corporate officer title, unless their *Dealer Member* has appointed that *Approved Person* to that corporate office pursuant to applicable corporate law, or

(iii) if the *Approved Person's Dealer Member* has not approved the use by that *Approved Person* of a title or designation, that title or designation.

3641. – 3699. Reserved.

RULE 3700 | REPORTING AND HANDLING OF COMPLAINTS, INTERNAL INVESTIGATIONS AND OTHER REPORTABLE MATTERS

3701. Introduction

(1) Rule 3700 sets out *Dealer Members'* and *Approved Persons'* reporting, internal investigation and *complaint* handling and investigation requirements. Rule 3700 is divided into the following parts:

Part A – Reporting requirements
[sections 3710 through 3714]

Part B – Internal investigations and internal discipline
[sections 3720 through 3723]

Part C – Settlements and confidentiality restrictions
[sections 3730 and 3731]

Part D – Client complaints – Institutional Clients
[section 3740]

Part E – Client complaints – Retail Clients
[sections 3750 through 3758]

Part F – Legal actions
[section 3760]

Part G – Specific record retention requirements for client complaints
[section 3770 and 3771]

3702. Definitions

(1) The following terms have the meaning set out below when used in Rule 3700:

"compensation" (*indemnité*)	Any payment of money, *securities*, or adjustments to a *securities* transaction (whether the transaction has a realized or unrealized loss) intended to compensate a client or offset an action by a *Dealer Member* or *Approved Person*, excluding corrections to a client account or position due to good faith trading errors and omissions.
"complaint" *(plainte)*	An expression of dissatisfaction from a client, a former client, or any person who is acting on behalf of a client, for which a final response is expected in respect of: (i) a current or former *Dealer Member*, *Approved Person* or *employee*, or (ii) a service or product offered by a *Dealer Member*, but does not include an action taken by a *Dealer Member* solely to comply with *CIRO requirements*, *securities laws* or any *applicable laws*, including instances where the client might have incurred financial losses, such as a margin call or an action taken to comply with government-imposed sanctions.

"internal dispute resolution service" (*service interne de règlement des différends*)	An internal dispute resolution service offered by the *Dealer Member*, or an *affiliate* of the *Dealer Member*, to the *Dealer Member*'s clients, other than the *complaint* handling service described in section 3753.
"serious client-related misconduct" (*grave inconduite à l'égard d'un client*)	Any *serious misconduct* relating to a client's or former client's account or to interactions with a client or former client.
"serious misconduct" (*grave inconduite*)	(i) Any instance of: (a) theft, (b) fraud, (c) misappropriation or misuse of funds or *securities*, (d) forgery, (e) money laundering, (f) insider trading, (g) misrepresentation, (h) unauthorized trading, including discretionary trading contrary to sub-section 3221(1), (i) excessive or improper trading, (j) engaging in *Dealer Member related activities* outside the *Dealer Member*, (k) engaging in activities outside the *Dealer Member* contrary to section 2554, (l) addressing conflicts of interest in a manner that is contrary to section 3106 or section 3107, (m) engaging in personal financial dealings contrary to section 3110, (n) material unresolved violations of the suitability determination obligation in Rule 3400, (o) a material breach of client confidentiality, or (p) activity which creates a reasonable risk of material harm to a client, former client or the financial markets. (ii) Any other instance of material non-compliance with *CIRO requirements*, *securities laws* or any *applicable laws* that create a reasonable risk of material harm to a client, former client, or the public interest.
"service complaint" (*plainte portant sur le service*)	Any *complaint* which is founded on customer service issues and is not the subject of *CIRO requirements*, *securities laws* or *applicable laws* that apply to *Dealer Member related activities*.

3703. – 3709. Reserved.

PART A – REPORTING REQUIREMENTS

3710. Reporting by Approved Persons and employees to the Dealer Member

(1) An *Approved Person* must report to the *Dealer Member* as soon as possible, but no later than within two *business days* upon becoming aware of any of the following matters:

(i) a change in the *Approved Person's* registration information or Form 33-109F4,

(ii) a reason to believe that they may have engaged, or are currently engaging, in *serious misconduct*,

(iii) being the subject of a client *complaint*, including a *service complaint*,

(iv) a client *complaint* alleging *serious client-related misconduct* by another *Approved Person* or *employee*, or

(v) if the *Approved Person* is subject to any of the following in any jurisdiction inside or outside of Canada, while employed by the *Dealer Member,* or concerning matters that occurred while employed by the *Dealer Member*:

(a) charged with, convicted of, pleading guilty or no contest to any criminal offence,

(b) named as a defendant or respondent in, or is the subject of, any proceeding, disciplinary action or investigation alleging contravention of any *securities laws* or *applicable laws*,

(c) named as a defendant or respondent in, or is the subject of any proceeding, disciplinary action or investigation alleging contravention of the requirements or policies of any regulatory organization or *SRO*, professional licensing, credentialling or registration body,

(d) denial, cancellation, suspension or addition of terms and conditions to a registration or license by any regulatory organization or *SRO*, professional licensing, credentialing or registration body,

(e) declaration of bankruptcy, suspension of payments of debts generally or the making of an arrangement with creditors or making an assignment or being deemed insolvent,

(f) outstanding garnishments rendered against the *Approved Person*, or

(g) any pending legal actions against the *Approved Person*, including a civil claim or arbitration notice alleging *serious misconduct*.

(2) A *Dealer Member* must establish and maintain policies and procedures that require an *employee* report to the *Dealer Member* any of the following matters as soon as possible, but no later than within two *business days* upon becoming aware of any of the following matters:

(i) a reason to believe that they may have engaged or currently be engaging in *serious misconduct* while engaging in *Dealer Member related activities,*

(ii) being the subject of a client *complaint* alleging *serious client-related misconduct*,

(iii) a client *complaint* alleging *serious client-related misconduct* by an *Approved Person* or another *employee*, or

(iv) if the *employee* is subject to any of the following in any jurisdiction inside or outside of Canada, while the *employee* was in the employ of the *Dealer Member* and was engaged in *Dealer Member related activities*:

(a) charged with, convicted of, plead guilty or no contest to, any criminal offence relating to *serious misconduct*,

(b) named as a defendant or respondent in, or is the subject of, any proceeding, disciplinary action or investigation alleging *serious misconduct*,

(c) denial, cancellation, suspension or addition of terms and conditions to a registration or license by any regulatory or *SRO*, professional licensing, credentialing or registration body as a result of *serious misconduct*,

(d) declaration of bankruptcy, suspension of payments of debts generally or the making of an arrangement with creditors or making an assignment or being deemed insolvent, or

(e) any pending legal actions against the *employee*, including a civil claim or arbitration notice alleging *serious misconduct*.

(3) A *Dealer Member* must designate an *individual* or department to receive, and maintain *records* of, the reports required by subsections 3710(1) and 3710(2).

(4) The reporting requirement under clauses 3710(1)(v)(b) and (c) and clause 3710(2)(iv)(b) do not include disclosure of an investigation if such disclosure is prohibited by *securities laws, applicable laws*, or requirements or policies of any *SRO* or regulatory, professional licensing, credentialling or registration body.

3711. Reporting by a Dealer Member to CIRO

(1) A *Dealer Member* must report to *CIRO* as soon as possible, but no later than within five *business days* upon becoming aware of any of the following matters:

(i) a reason to believe that it, or an *Approved Person,* may have engaged or is currently engaging in *serious misconduct*,

(ii) a reason to believe that an *employee* may have engaged or is currently engaging in *serious misconduct* while performing *Dealer Member related activities*,

(iii) the *Dealer Member* or *Approved Person* or *employee* has paid substantial *compensation* to a client either directly or indirectly, including in furtherance of a settlement,

(iv) an internal investigation is commenced by the *Dealer Member* in accordance with section 3720,

(v) the *Dealer Member*, or a current or former *Approved Person* is subject to any of the following in any jurisdiction inside or outside of Canada, while employed by the *Dealer Member* or concerning matters that occurred while employed by the *Dealer Member*:

(a) charged with, convicted of, plead guilty or no contest to, any criminal offence,

(b) named as a defendant or respondent in, or is the subject of, any proceeding, or disciplinary action alleging contravention of any *securities laws* or *applicable laws* related to *Dealer Member related activities*,

(c) named as a defendant or respondent in, or is the subject of any proceeding, or disciplinary action alleging contravention of the requirements or policies of any regulatory organization or *SRO*, professional licensing, credentialling or registration body,

(d) denial, cancellation, suspension or addition of terms and conditions to a registration or license by any regulatory organization or *SRO*, professional licensing, credentialling or registration body,

(e) declaration of bankruptcy, suspension of payments of debts generally or the making of an arrangement with creditors or making an assignment or being deemed insolvent,

(f) outstanding garnishments rendered against the *Approved Person*, or

(g) subject to a civil claim or arbitration notice alleging *serious misconduct*,

(vi) the *Dealer Member' employee* is subject to any of the following in any jurisdiction inside or outside of Canada, while performing *Dealer Member related activities* while employed by the *Dealer Member* or concerning matters that occurred while employed by the *Dealer Member*:

(a) charged with, convicted of, plead guilty or no contest to, any criminal offence relating to *serious misconduct*,

(b) named as a defendant or respondent in, or is the subject of, any proceeding, or disciplinary action alleging *serious misconduct*, or

(c) subject to a civil claim or arbitration notice alleging *serious misconduct*.

(vii) any internal disciplinary action that is taken by a *Dealer Member* against an *Approved Person* or an *employee* as a result of:

(a) a client *complaint* involving allegations of *serious misconduct*,

(b) a civil claim or arbitration notice involving allegations of *serious misconduct*, or

(c) an internal investigation involving allegations of *serious misconduct*.

(2) A *Dealer Member* must report to *CIRO* as soon as possible, but no later than within 20 *business days* upon becoming aware of a *complaint* involving allegations of:

(i) *serious misconduct* against the *Dealer Member,* or any current or former *Approved Person,* or

(ii) *serious client-related misconduct* against an *employee* while employed by the *Dealer Member*.

(3) A *Dealer Member* must report to *CIRO* as soon as possible, but no later than within five *business days,* the resolution of:

(i) any matter set out in clauses 3711(1)(v) and 3711(1)(vi),

(ii) any internal disciplinary action set out in clause 3711(1)(vii), and

(iii) any client *complaint* set out in clause 3711(2).

(4) A *Dealer Member* must report to *CIRO* as soon as possible, but no later than within 20 *business days* from the date on which an internal investigation is completed, a detailed description of the internal investigation conducted under section 3720 and its results.

3712. Reporting of Cybersecurity and Privacy Incidents

(1) A *Dealer Member* must report to *CIRO* any *cybersecurity incident:*

(i) as soon as possible, but no later than within three calendar days, upon becoming aware of a *cybersecurity incident*, and the report must include the following information:

(a) a description of the *cybersecurity incident*,

(b) the date on which or time period during which the *cybersecurity incident* occurred and the date when the *Dealer Member* became aware of it,

(c) a preliminary assessment of the *cybersecurity incident*, including the risk of harm to any *person* and/or impact on the operations of the *Dealer Member*,

(d) a description of immediate incident response steps the *Dealer Member* has taken to mitigate the risk of harm to *persons* and impact on its operations, and

(e) the name of and contact information for an *individual* who can answer, on behalf of the *Dealer Member*, any of *CIRO's* follow-up questions about the *cybersecurity incident*,

(ii) within 30 calendar days, unless otherwise agreed by *CIRO*, upon becoming aware of a *cybersecurity incident*, and the report must include the following information:

(a) a description of the cause of the *cybersecurity incident*,

(b) an assessment of the scope of the *cybersecurity incident*, including the number of *persons* harmed and the impact on the operations of the *Dealer Member*,

(c) details of the steps the *Dealer Member* took to mitigate the risk of harm to *persons* and impact on its operations,

(d) details of the steps the *Dealer Member* took to remediate any harm to any *persons*, and

(e) actions the *Dealer Member* has or will take to improve its *cybersecurity incident* preparedness.

(2) A *Dealer Member* must report to *CIRO* any material breach of client information that would require reporting under applicable privacy legislation, in the form and in compliance with the timelines required by such legislation.

3713. Failure to report

(1) Failure to report within the timelines set out in sections 3710 through 3712, may result in *CIRO* imposing an administrative fee, or other penalties that are permitted under the *CIRO requirements*, against the *Dealer Member* or, where applicable, the *Approved Person*.

3714. Method of Reporting

(1) A *Dealer Member* must report under sections 3711 and 3712 using the method approved by *CIRO*.

3715. - 3719. Reserved.

PART B – INTERNAL INVESTIGATIONS AND INTERNAL DISCIPLINE

3720. Requirement to commence an internal investigation

(1) A *Dealer Member* must conduct an internal investigation, if it becomes aware that the *Dealer Member* or a current or former *Approved Person* while employed by the *Dealer Member* engaged in or appeared to have engaged in *serious misconduct*.

(2) A *Dealer Member* must conduct an internal investigation, if it becomes aware that a current or former *employee*, while performing *Dealer Member related activities*, engaged in

or appeared to have engaged in *serious misconduct* while employed by the *Dealer Member*.

3721. Records of an internal investigation

(1) For each internal investigation conducted in accordance with section 3720, the *Dealer Member* must maintain the following *records* in accordance with Rule 3800:

(i) the issues investigated,

(ii) the relevant factual findings,

(iii) the investigation steps taken, including the documents obtained and the individuals interviewed,

(iv) the evidence collected, and

(v) the conclusion made and any resulting recommendations and steps taken to resolve the matter.

3722. Internal discipline

(1) A *Dealer Member*'s policies and procedures must establish procedures to determine the appropriate disciplinary measures, if any, for any breach of the *CIRO requirements* or *securities laws* by any *Approved Person* or *employee*.

3723. Exception

(1) A *Dealer Member*, *Approved Person* or *employee* is not required to comply with Parts A and B of Rule 3700 for any matter reported to *CIRO* under Universal Market Integrity Rules 10.16, 10.17 and 10.18.

3724. - 3729. Reserved.

PART C – SETTLEMENTS AND CONFIDENTIALITY RESTRICTIONS

3730. Entering into settlements

(1) *Approved Persons* and *employees* must obtain the *Dealer Member's* written consent before entering into any settlements with a client, regardless of the form of the settlement and regardless of whether the settlement is the result of a client *complaint* or a finding by the *Approved Person* or the *employee* or the *Dealer Member*.

(2) A *Dealer Member* must keep a record of the prior written consent in accordance with section 3803.

(3) Subsection 3730(1) does not apply to settlements entered into by an *Approved Person* or *employee* who is authorized by the *Dealer Member* to negotiate or enter into settlements in the normal course of their duties and does not arise out of activities involving the *Approved Person or employee*.

3731. Restrictions

(1) A *Dealer Member* or an *Approved Person* must not, enter into any form of agreement or understanding with a client or otherwise, which imposes confidentiality or similar restrictions preventing a client from:

(i) initiating a *complaint* to the *securities regulatory authorities*, *SROs* or other enforcement authorities,

(ii) continuing with any pending *complaint* in progress,

(iii) participating in any further proceedings by such authorities, or

(iv) communicating or sharing information with the *securities regulatory authorities*, *SROs* or other enforcement authorities.

3732. – 3739. Reserved.

PART D – CLIENT COMPLAINTS – INSTITUTIONAL CLIENTS

3740. Complaint policies and procedures

(1) The *Dealer Member*'s policies and procedures must specifically address dealing effectively with *institutional client complaints* received.

(2) The *Dealer Member's* policies and procedures must specifically address the following:

(i) the *Dealer Member* must acknowledge all written *institutional client complaints* alleging *serious client-related misconduct*,

(ii) the *Dealer Member* must acknowledge all verbal *institutional client complaints* alleging *serious client-related misconduct* where a preliminary investigation indicates that the allegation may have merit,

(iii) the *Dealer Member* must convey the results of its investigation, if any, of a *complaint* to the *institutional client* in due course,

(iv) the *Dealer Member* must ensure that the *Approved Person* and their *Supervisor* is aware of all *institutional client complaints* filed against the *Approved Person*,

(v) the *Dealer Member* must ensure that all allegations of *serious misconduct* are reported to an appropriate *Executive*, and

(vi) *complaints* are to be handled by a *Supervisor* and a copy must be filed with the compliance department/function (or the equivalent) of the *Dealer Member*.

(3) If the *Dealer Member* determines that the number or severity of *complaints* is significant, or when a *Dealer Member* detects frequent and repetitive *complaints* made with respect to the same or similar matters which may on a cumulative basis indicate a serious problem, then the *Dealer Member* must:

(i) review its internal policies and procedures,

(ii) ascertain the scope and severity of client detriment that might have arisen,

(iii) consider whether it is fair and reasonable for the *Dealer Member* to undertake proactively a redress or remediation exercise, and

(iv) ensure recommendations to remedy the problem are submitted to the appropriate management level.

3741. – 3749. Reserved.

PART E – CLIENT COMPLAINTS – RETAIL CLIENTS

3750. Application

(1) Part E of Rule 3700 applies to *retail clients* or *persons* authorized to act on behalf of *retail clients*.

(2) Sections 3755 to 3758 apply to *complaints* that are not *service complaints,* submitted by a *retail client,* or a *person* authorized to act on behalf of a *retail client*:

(i) submitted in writing, or

(ii) alleging *serious client related misconduct*.

(3) Any matter which is the subject of a civil action or arbitration is not considered to be a *complaint* for the purpose of section 3750.

3751. Retail client complaints

(1) A *Dealer Member* must document and, in a manner that a reasonable *retail client* would consider effective, fair and expeditious, respond to each *retail client complaint* made to the *Dealer Member*.

(2) A *Dealer Member* must establish and maintain policies and procedures to deal effectively, fairly and expeditiously with *retail client complaints*.

(3) A *Dealer Member* must provide a written response to any *retail client complaint*:

(i) submitted in writing, or

(ii) alleging *serious misconduct*.

3752. Disclosure of complaint handling procedures

(1) At the time of account opening, a *Dealer Member* must provide each new *retail client* with:

(i) a written summary of the *Dealer Member's complaint*-handling procedures, which is clear and can be easily understood by the client, and

(ii) a copy of the *CIRO How to Make a Complaint* Brochure.

(2) A *Dealer Member* must make available on its publicly accessible website a written summary of the *Dealer Member's complaint*-handling procedures. Where the *Dealer Member* does not have a website, the *Dealer Member* must make a written summary of their *complaint*-handling procedures available, on an ongoing basis, by other means.

3753. Handling client complaints

(1) *Complaints* must be handled by supervisory or compliance staff and a copy of the *complaint* must be filed with the compliance department or function (or the equivalent) of the *Dealer Member*.

(2) The *Dealer Member* must commit adequate resources, including training and support, to supervisory or compliance staff managing *complaints* and must establish clear roles and responsibility for the management of *complaints*.

(3) The *Dealer Member* must appoint an *individual* to act as the designated *complaints* officer. The *individual* must have the requisite experience and authority to oversee the *complaint*-handling process and to act as a liaison with *CIRO*.

(4) An *individual* who is the subject of a *complaint* must not handle the *complaint*.

(5) The *Dealer Member* must provide *complaint* drafting assistance to any complainant who expresses a need for it.

3754. Complaint policies and procedures

(1) A *Dealer Member's* policies and procedures must specifically address:

(i) procedures for a fair and thorough investigation of *complaints*,

(ii) a process for assessing the merits of *complaints* with proper considerations of the facts of the case,

(iii) the process to be followed in determining what offer should be made to the client, where the *complaint* is assessed to have merit,

(iv) a description of remedial actions which may be appropriate to be taken within the *Dealer Member*,

(v) a process that ensures that the relevant *Approved Persons, employees* and their *Supervisors* are made aware of all *complaints* filed by their clients,

(vi) procedures to inform an appropriate *Executive* of any *serious misconduct*, and

(vii) procedures to monitor the general nature of the *complaints*.

(2) If a *Dealer Member* determines that the number or severity of *complaints,* is significant, or when a *Dealer Member* detects frequent and repetitive *complaints* made with respect to the same or similar matters which may on a cumulative basis indicate a serious problem, the *Dealer Member* must:

(i) review its internal procedures and practices,

(ii) ascertain the scope and severity of client detriment that might have arisen,

(iii) consider whether it is fair and reasonable for the *Dealer Member* to undertake proactively a redress or remediation exercise, and

(iv) ensure recommendations to remedy the problem are submitted to the appropriate management level.

3755. Complaint acknowledgement letter

(1) The *Dealer Member* must send an acknowledgement letter to the complainant within five *business days* of receipt of a *complaint*.

(2) The acknowledgement letter in subsection 3755(1) must be written in plain language and be in a format readily accessible and understandable by the complainant and include the following:

(i) the name, job title and contact information of the *individual* at the *Dealer Member* handling the *complaint*,

(ii) a statement indicating that the client should contact the *individual* at the *Dealer Member* handling the *complaint* if they would like to inquire about the status of the *complaint* or provide the *Dealer Member* with any additional information,

(iii) an explanation of the *Dealer Member's* internal *complaint* handling process, including but not limited to the role of the designated *complaints* officer,

(iv) a reference to an attached copy of the *CIRO How to Make a Complaint* Brochure and a reference to the statutes of limitations contained in the document,

(v) the 90-day time line to provide a substantive response to complainants, and

(vi) a statement informing the client that the *Dealer Member* may request additional information, from time to time, to investigate the *complaint*.

3756. Response to client complaints

(1) The *Dealer Member* must send a substantive response letter to each complainant.

(2) The substantive response letter must be written in plain language and be in a format readily accessible and understandable by the complainant.

(3) The substantive response letter must include the following information:

(i) a summary of the *complaint*,

(ii) the result of the *Dealer Member's* investigation,

(iii) the *Dealer Member's* decision on the *complaint*, including an explanation of the factors that led to the decision,

(iv) a statement describing to the client the options available if the client is not satisfied with the *Dealer Member's* response, including the availability of:

(a) the *approved ombudsman service*, if a request is made within the period prescribed by the *approved ombudsman service,*

(b) arbitration,

(c) litigation/civil action, and

(d) any other available options,

(v) a statement that the client may submit a *complaint* to *CIRO* for an assessment of whether any disciplinary action is warranted, and

(vi) if the *Dealer Member* offers an *internal dispute resolution service* to its *retail clients*, a statement describing the availability of an *internal dispute resolution service*, with an explanation that:

(a) the use of the *internal dispute resolution service* process is voluntary, and

(b) the *internal dispute resolution service*'s timeline to provide a letter documenting the *Dealer Member's* final decision to complainants.

(4) A *Dealer Member* must send a substantive response letter to each complainant as soon as possible and not later than 90 days from the date they received the *complaint* subject to the following:

(i) the 90-day time line must include all internal processes of the *Dealer Member* that are made available to the client, other than the *internal dispute resolution service*,

(ii) the *Dealer Member* must inform the client if the *Dealer Member* is unable to provide the client with a substantive response letter within the 90-day time line and must include the reasons for the delay and the new estimated time of completion, and

(iii) the *Dealer Member* must inform *CIRO* if the *Dealer Member* is unable to meet the 90-day time line and must provide reasons for the delay.

(5) If the *Dealer Member* offers an *internal dispute resolution service* to its *retail clients*, the *Dealer Member* must establish and maintain policies and procedures that require the *internal dispute resolution service* to send a letter documenting the *Dealer Member's* final decision to each complainant as soon as possible and not later than 120 days from the date the *Dealer Member* initially received the *complaint*, whether or not the *Dealer Member* issued a substantive response letter.

3757. Duty to assist in client complaint resolution

(1) If an *Approved Person* moves to a different *Dealer Member* after a *complaint* has been made against the *Approved Person*, the *Approved Person* must continue to co-operate with the *Dealer Member* where they were employed or acted as an *agent* until the *complaint* has been resolved.

(2) *Dealer Members* must co-operate with each other if events relating to a *complaint* took place at more than one *Dealer Member* or if the *Approved Person* is an *employee* or *agent* of another *Dealer Member* that is not involved in the events relating to the *complaint*.

3758. Communication of dispute resolution service options

(1) If the *Dealer Member* or an *affiliate* of a *Dealer Member* offers an *internal dispute resolution service*, the *Dealer Member* must clearly indicate in their communications with clients the following:

(i) the *internal dispute resolution service* is employed by the *Dealer Member* or an *affiliate* of a *Dealer Member* and is not an independent dispute resolution service,

(ii) a client may submit a *complaint* to the *approved ombudsman service* without first submitting a *complaint* to the *internal dispute resolution service* if the *Dealer Member* has not provided the client with a substantive response letter within 90 days as required by subsection 3756(4),

(iii) a client may submit their *complaint* to the *approved ombudsman service* without first submitting a *complaint* to the *internal dispute resolution service* if the client is not satisfied with the *Dealer Member*'s substantive response letter,

(iv) the use of the *internal dispute resolution service* is voluntary,

(v) the client is entitled to receive a letter documenting the *Dealer Member's* final decision to each complainant, not later than 120 days from the date the *Dealer Member* initially received the *complaint*, whether or not the *Dealer Member* issued a substantive response letter,

(vi) that the statutory limitation periods continue to run while an *internal dispute resolution service* reviews a *complaint*, which may impact a client's ability to commence a civil action.

(2) In referring to its *internal dispute resolution service* or to the persons assigned to its *internal dispute resolution service*, a *Dealer Member* may not use any misleading terms, including the term "ombudsman" or any other term with a similar meaning, that suggests that the *internal dispute resolution service* is independent of the *Dealer Member*.

(3) A *Dealer Member* must clearly indicate in their communications with clients the following:

(i) a client has 180 days after receiving the *Dealer Member*'s substantive response letter referred to in section 3756 or, where applicable the *Dealer Member*'s final response referred to in clause 3758(1)(v), to submit their *complaint* to the *approved ombudsman service*, and

(ii) the services of the *approved ombudsman service* are provided free of charge.

(4) A *Dealer Member*'s disclosure of the *approved ombudsman service* must:

(i) be at least equally prominent as the *Dealer Member*'s disclosure of the *internal dispute resolution service*,

(ii) be clear, transparent and written in plain language, and

(iii) include the full contact information of the *approved ombudsman service*.

3759. Reserved.

PART F – LEGAL ACTIONS

3760. Reporting legal actions

(1) All legal actions against the *Dealer Member* must be reported to an appropriate *Executive* of the *Dealer Member*.

3761. – 3769. Reserved.

PART G – SPECIFIC RECORD RETENTION REQUIREMENTS FOR CLIENT COMPLAINTS

3770. Client complaints

(1) In addition to the record retention requirements in subsection 3805(1), a *Dealer Member* must document and maintain a copy of each client *complaints* file in a central and readily accessible place for a period of two years from the date of receipt of a client *complaint*.

3771. Client complaint file

(1) A *Dealer Member* must retain the following information in accordance with section 3770 for each client *complaint*:

(i) the complainant's name,

(ii) the date of the *complaint*,

(iii) the nature of the *complaint*,

(iv) the name of the *individual* who is subject of the *complaint*,

(v) the *investment products* or services which are the subject of the *complaint*,

(vi) the materials reviewed and obtained during the investigation,

(vii) the name, title and date *individuals* were interviewed for the investigation, and

(viii) the date and conclusion of the decision rendered in connection with the *complaint*.

3772. – 3799. Reserved.

RULE 3800 | RECORDKEEPING AND CLIENT REPORTING

3801. Introduction

(1) Maintaining complete and accurate *records* and reporting to clients in a comprehensive, meaningful and timely manner are fundamental responsibilities of a *Dealer Member.* A *Dealer Member's records* provide an audit trail to support the *Dealer Member's* supervision of its business and are necessary to prepare regulatory financial reports and to report accurately to clients.

(2) Rule 3800 is divided into the following parts:

Part A – Recordkeeping requirements

Part A.1 – General recordkeeping requirements

[sections 3803 to 3806]

Part A.2 – Specific records requirements

[sections 3810 to 3819]

Part B – Client reporting

[sections 3850 to 3859]

3802. Definitions

(1) The following terms have the meaning set out below when used in Rule 3800:

"automatic plan transactions" (*opérations dans le cadre d'un plan automatique*)	Systematic purchases, dispositions, reinvestments, withdrawals, or other payments in the issuer's *securities* carried pursuant to pre-determined criteria set out in an investment automatic plan.
"book cost" *(coût comptable)*	In the case of: (i) a long *investment product* position, the total amount paid for the *investment product*, including any *transaction charges* related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions, or (ii) a short *investment product* position, the total amount received for the *investment product*, net of any *transaction charges* related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions.
"connected issuer" *(émetteur associé)*	The same meaning as ascribed to it in *securities laws.*
"direct investment fund charge" *(frais directs du fonds d'investissement)*	The amount charged to a client if the client buys, holds, sells or switches *securities* of an investment fund, including any taxes paid on that amount, other than, for greater certainty, an amount included in the investment fund's fund expenses.
"fund expenses per security for the day" *(frais du fonds par titre le jour donné)*	The fund expenses per *security* of the applicable class or series of *securities* of the investment fund for the day that the client owned those *securities*, expressed in dollars, and determined by using the following formula: **A x B = C** where:

	A = the *fund expense ratio* for the day of the applicable class or series of *securities* of the investment fund; B = the *market value* of a *security* for the day of the applicable class or series of *securities* of the investment fund; C = the fund expenses per *security* for the day in dollars for the investment fund class or series of *securities*; and where: (i) reasonable necessary adjustments to A or B are made to accurately determine C, or (ii) reasonable approximations of any or all of A, B and C are used, subject to subsections 3854(5) and 3854(6).
"fund expense ratio" *(ratio des frais du fonds)*	The sum of an investment fund's *management expense ratio* and *trading expense ratio*, expressed as a percentage.
"management expense ratio" *(ratio des frais de gestion)*	The same meaning as in section 1.1 of National Instrument 81-106 *Investment Fund Continuous Disclosure*.
"newly-established investment fund" *(nouveau fonds d'investissement)*	An investment fund that: (i) has yet to file the required management report of fund performance, as defined in section 1.1 of National Instrument 81-106 *Investment Fund Continuous Disclosure*, or (ii) is established less than 12 months before the end of the period covered by the fee/charges report the *Dealer Member* is required to deliver pursuant to section 3854.
"operating charge" *(frais de fonctionnement)*	Any amount charged to a client by a *Dealer Member* in respect of the operation, transfer or termination of a client's account and includes any taxes paid on that amount.
"original cost" *(coût d'origine)*	In the case of: (i) a long *investment product* position, the total amount paid for the *investment product*, including any *transaction charges* related to the purchase, or (ii) a short *investment product* position, the total amount received for the *investment product*, net of any *transaction charges* related to the sale.
"outside holdings" *(portefeuille externe)*	Client positions that are neither held at or under the control of the *Dealer Member*: (i) in *securities* issued by a scholarship plan, a mutual fund or an investment fund that is a labour sponsored investment fund corporation, or labour sponsored venture capital corporation, under *applicable laws* and the *Dealer Member* is the dealer of record for the client on the records of the issuer of the *security* or the records of the issuer's investment fund manager, or (ii) in any other *investment product* positions on which the *Dealer Member* receives continuing compensation payments related to the client's ownership of the position from the issuer of the position, the investment fund manager of the issuer or any other party.
"position cost" *(coût de la position)*	For each *investment product* position in the account and each *outside holding* position:

	(i) on or after December 31, 2015: (a) either *book cost* or *original cost*, determined as at the end of the applicable period, provided that only one cost calculation methodology, either *book cost* or *original cost*, is used for all positions, or (b) in the case of *investment product* positions that are transferred in, either: (I) the amount determined in sub-clause (i)(a) of this definition, or (II) the *market value* of the *investment product* position as at the date of transfer, provided that the following notification or a notification that is substantially similar identifies each position where *market value* has been used is included in the statement or report: "Market value information has been used to estimate part or all of the [book cost/original cost] of this [specify the *investment product*] position." (ii) before December 31, 2015: (a) either *book cost* or *original cost*, determined as at the end of the applicable period, provided that only one cost calculation methodology, either *book cost* or *original cost*, is used for all positions, or (b) the *market value* of the *investment product* position as at December 31, 2015, or an earlier date if reliable information is available, provided that the following notification or a notification that is substantially similar identifies each position where *market value* has been used is included in the statement or report: "Market value information as at [December 31, 2015 or earlier date] has been used to estimate part or all of the [book cost/original cost] of this [specify the *investment product*] position." (iii) where the *Dealer Member* reasonably believes it cannot determine the position cost in accordance with clause (i) and sub-clause (ii)(b) of this definition, the *Dealer Member* must include the following notification or a notification that is substantially similar: "The [book cost/original cost] of this [specify the *investment product*] position cannot be determined."
"related issuer" *(émetteur relié)*	The same meaning as ascribed to it in *securities laws*.
"total amount of fund expenses" *(montant total des frais du fonds)*	The amount, expressed in dollars, determined by adding together the daily fund expenses for each class or series of *securities* of each investment fund owned by the client for each day that the client owned it during the reporting period, using the following formula to calculate the daily fund expenses: **A x B = C** where:

	A = the *fund expenses per security for the day* of the applicable class or series of *securities* of the investment fund; B = the number of the applicable class or series of *securities* of the investment fund owned by the client for that day; C = the daily fund expenses in dollars for a class or series of *securities* of the investment fund. A reasonable approximation of the total amount of fund expenses may be used, subject to subsections 3854(5) and 3854(6).
"total percentage return" *(taux de rendement total)*	The cumulative realized and unrealized capital gains and losses of an investment, plus income from the investment, over a specified period of time, expressed as a percentage.
"trading expense ratio" *(ratio des frais d'opérations)*	The ratio, expressed as a percentage, of the total commissions and other portfolio transaction costs incurred by an investment fund to its average net asset value, calculated in accordance with paragraph 12 of item 3 of Part B of Form 81-106F1 *Contents of Annual and Interim Management Report of Fund Performance* of National Instrument 81-106 *Investment Fund Continuous Disclosure*.
"trailing commission" *(commission de suivi)*	Any payment related to a client's ownership of a *security* that is part of a continuing series of payments to a *Dealer Member* or any of its registered *individuals* by any party.
"transaction charge" *(frais liés aux opérations)*	Any amount charged to a client by a *Dealer Member* in respect of a transaction, other than an *operating charge*, and includes any taxes paid on that amount.

PART A – RECORDKEEPING REQUIREMENTS

PART A.1. - GENERAL RECORDKEEPING REQUIREMENTS

3803. Requirement to maintain records

(1) A *Dealer Member* must maintain current *records* that:

(i) properly record its business activities, financial position, financial operating results and client transactions, and

(ii) demonstrate the *Dealer Member's* compliance with *securities laws* and *CIRO requirements*.

3804. Minimum mandatory records

(1) The *records* required under subsection 3803(1) include, but are not limited to, *records* that do the following:

(i) permit timely creation and audit of financial statements and other financial information required to be filed or delivered to *CIRO* or the applicable *securities regulatory authority*,

(ii) permit determination of the *Dealer Member's* capital position,

(iii) demonstrate compliance with the *Dealer Member's* capital and insurance requirements,

(iv) demonstrate compliance with internal control procedures,

(v) demonstrate compliance with the *Dealer Member's* policies and procedures,

(vi) permit the identification and *segregation* of client cash, *securities*, precious metals bullion and other property,

(vii) identify all transactions conducted on behalf of the *Dealer Member* and each of its clients, including the parties to the transaction and the terms of the transaction,

(viii) provide an audit trail for:

(a) client instructions, orders, transactions, and required trading authorizations, and

(b) each trade transmitted or transaction executed for a client or by the *Dealer Member* on its own behalf,

(ix) permit the generation of account activity reports for clients,

(x) provide *investment products* pricing as may be required by *securities laws*,

(xi) document the opening of client accounts, as well as any agreements with clients and evidence that account related documents required by *CIRO requirements* have been provided to clients,

(xii) demonstrate compliance with know-your-client, account appropriateness, product due diligence, know-your-product and suitability determination requirements,

(xiii) demonstrate compliance with complaint handling requirements,

(xiv) document *client communications*,

(xv) document compliance, training, and supervision actions taken by the *Dealer Member*,

(xvi) demonstrate compliance with conflicts of interest requirements,

(xvii) document

(a) the *Dealer Member's* sales practices, compensation arrangements and incentive practices, and

(b) other compensation arrangements and incentive practices from which the *Dealer Member* or its *Approved Persons*, or any *affiliate* or *associate* of that *Dealer Member*, benefit,

(xviii) demonstrate compliance with misleading communications requirements,

(xix) demonstrate compliance with the conditions for *temporary holds*,

(xx) demonstrate determination undertaken to classify a client as a *hedger* and as an *institutional client*,

(xxi) document each event required to be reported to *CIRO* under subsections 3711 and 3712,

(xxii) document an advancement of funds or extension of credit to or on behalf of a client, directly or indirectly, in connection with the receipt of funds on the redemption of mutual fund *securities*, including the prior written confirmation referred to in subsection 5112(1), and

(xxiii) document each internal investigation conducted in accordance with section 3720, including:

(a) the issues investigated,

(b) the relevant factual findings,

(c) the investigation steps taken, including the documents obtained and the individuals interviewed,

(d) the evidence collected, and

(e) the conclusion made and any resulting recommendations and steps taken to resolve the matter.

3805. Records retention

(1) A *Dealer Member* must retain copies of all *records* in a safe location required under *CIRO requirements*, in durable and accessible form, for a minimum of seven years from the date the *record* is created unless *CIRO requirements* or *securities laws* relating to the specific type of *record* require a different retention period.

3806. Internal controls and access to records

(1) A *Dealer Member* must maintain appropriate *internal controls* to:

(i) provide reasonable assurance that its *records*:

(a) are correct,

(b) provide clear and accurate information, and

(c) remain current,

(ii) enable timely access to *records*, and

(iii) provide for suitable back up and recovery of *records* in the event of a *significant business disruption*.

(2) A *Dealer Member* must make its *records* available to *CIRO* on request, in the manner requested by *CIRO*.

(3) A *Dealer Member* must provide *CIRO* with statistical or other information with respect to the *Dealer Member's* business that *CIRO* may request from time to time, acting reasonably. Such information must be provided as soon as practicable following *CIRO's* request.

3807. – 3809. Reserved.

PART A.2. – SPECIFIC RECORDS REQUIREMENTS

3810. Transaction blotters (records of original entry)

(1) A *Dealer Member* must maintain blotters or other *records* of original entry by itemizing daily, the following:

(i) all transactions in *investment products* and other property,

(ii) all receipts and deliveries of *investment products* and other property (including certificate numbers, for certificated products),

(iii) all receipts and disbursements of cash, and

(iv) all other debits and credits.

(2) The blotters or other *records* of original entry must contain, at a minimum, the following:

(i) in the case of transactions in *securities,* precious metals bullion or similar products:

(a) the description, class and designation of the product,

(b) the number, value or amount of the product and the unit and aggregate purchase or sale price (if any),

(c) the name or other designation of the *person* from whom or to whom the product was purchased or received or sold or delivered,

(d) the transaction dates, and

(e) the applicable account in which each transaction was effected,

(ii) in the case of transactions in futures contracts, forward contracts, contracts for difference and similar *derivatives*:

(a) the contract underlying interest,

(b) the contract quantity bought or sold,

(c) if applicable, the quantity of the underlying interest bought or sold,

(d) if applicable, the contract delivery date,

(e) the price at which the contract was entered into,

(f) the transaction dates,

(g) the applicable account in which each transaction was effected,

(h) if applicable, the name of the product marketplace,

(i) if applicable, the name of the dealer, used by the *Dealer Member* as its *agent* to effect the transaction, and

(j) if applicable, whether the transactions are opening or closing transactions (where required by the marketplace),

(iii) in the case of transactions in options contracts, futures contract options and similar *derivatives*:

(a) the contract underlying interest,

(b) the contract quantity bought or sold,

(c) the contract type,

(d) the contract premium,

(e) the contract exercise or striking price,

(f) the contract declaration date,

(g) the transaction dates,

(h) the applicable account in which each transaction was effected,

(i) if applicable:

(I) the futures contract that is the subject of the futures contract option,

(II) the delivery month and year of the futures contract that is the subject of the futures contract option,

(j) if applicable, the name of the product marketplace,

(k) if applicable, the name of the dealer used by the *Dealer Member* as its *agent* to effect the transaction, and

(l) if applicable, whether the transactions are opening or closing transactions (where required by the marketplace).

3811. General ledger of accounts

(1) A *Dealer Member* must maintain a general ledger (or other *records*) with an itemized account detail of all assets, liabilities, income, expense and capital accounts.

3812. Itemized client ledger accounts

(1) A *Dealer Member* must maintain ledger accounts (or other *records*) itemizing separately as to each cash and margin account of every client, all purchases, sales, receipts, deliveries and other transactions of *investment products* for such account and all other debits and credits to such account.

(2) When a *Dealer Member* receives *investment products* or other property to margin, *guarantee*, or secure the transactions of a client's account, the ledger must contain, at a minimum, the following:

(i) a description of the *investment product* or other property received,

(ii) the date when received,

(iii) the identity of any deposit institution where such *investment product* or other property are *segregated*,

(iv) the dates of deposit and withdrawal from such institutions, and

(v) the date of return of such *investment products* or other property to the client or other disposition thereof, together with the facts and circumstances of such other disposition.

(3) When a *Dealer Member* invests the money, proceeds or funds *segregated* for the benefit of its clients, the ledger must contain, at a minimum, the following:

(i) the date of the transaction,

(ii) the identity of the *person* or company through or from whom such *investment products* were purchased,

(iii) the amount invested,

(iv) a description of the *investment products* invested in,

(v) the identity of the deposit institution, other dealer or dealer registered under any *securities laws* where such *investment products* are deposited,

(vi) the date of liquidation or other disposition and the money received on such disposition, and

(vii) the identity of the *person* or company to or through whom such *investment products* were disposed.

3813. Secondary or subsidiary records

(1) A *Dealer Member* must maintain the following ledgers (or other *records*):

(i) *investment products* in transfer,

(ii) dividends and interest received, owed or paid to clients,

(iii) *investment products* borrowed and loaned,

(iv) monies borrowed and monies loaned (together with a *record* of the collateral and any substitutions in such collateral),

(v) *investment products* failed to receive and failed to deliver, and

(vi) money, *investment products* and other property received to margin, *guarantee* or secure the transactions or contracts of clients, and all funds accruing to clients, which must be *segregated* for the benefit of clients under any *applicable laws*.

3814. Securities, precious metals bullion and similar products records

(1) A *Dealer Member* must maintain a *record* or a ledger, as of the trade or settlement dates (including positions in *safekeeping*) for each long and short *security,* precious metals bullion, or similar product, position maintained for the *Dealer Member's* account or for the account of clients.

(2) The *record* or ledger must contain the following:

(i) the location of all long positions,

(ii) the offsetting position to all short positions, and

(iii) the name or designation of the account in which each position is maintained.

3815. Derivatives record

(1) A *Dealer Member* must maintain a *record* or ledger, as of the transaction date, for each long and short *derivatives* position maintained for the *Dealer Member's* account or for the account of clients.

(2) The *record* or ledger must contain the name or designation of the account in which each position is maintained.

(3) As part of the *records* required under subsection 3815(1), a *Dealer Member* must maintain a daily *record* that separately identifies the client positions and associated collateral for futures contracts and futures contract options that are subject to the *domestic gross customer margin model*.

(4) *A Dealer Member* must maintain a client identification record, for accounts subject to the *domestic gross customer margin model*, that includes the client identification information required by the clearing corporation for porting of client accounts.

3816. Memoranda of orders, transactions and other instructions

(1) A *Dealer Member* must maintain an adequate *record* of each order, transaction or other instruction given or received for all transactions in *investment products* and other property, whether executed or unexecuted, showing at a minimum the following:

(i) the terms and conditions of the order, transaction or instruction and of any modification or cancellation thereof,

(ii) the account to which the order, transaction or instruction relates,

(iii) the time of entry of the order, transaction or instruction and, where it is entered pursuant to the exercise of discretionary power of a *Dealer Member*, a statement to that effect,

(iv) where the order, transaction or instruction relates to an omnibus account, the component accounts within the omnibus account on whose behalf it is to be executed, and the allocation among the component accounts intended on execution,

(v) to the extent feasible, the time of execution or cancellation,

(vi) the price at which the order, transaction or instruction was executed,

(vii) the time of report of execution,

(viii) whether the transactions are opening or closing transactions (where required by the marketplace), and

(ix) evidence that the client was informed of fees and charges in accordance with section 3218.

(2) A *Dealer Member* must record the name, sales number, or designation of the *person* placing the order, transaction or instruction, if it is placed by an *individual* other than:

(i) the account holder, or

(ii) an *individual* authorized in writing to direct orders or instructions for the account.

3817. Options and similar derivatives in which the Dealer Member has an interest

(1) A *Dealer Member* must maintain a *record* of all puts, calls, spreads, straddles and other options or similar *derivatives* in which the *Dealer Member* has any direct or indirect interest or which the *Dealer Member* has granted or guaranteed, and the *record* must contain, at the minimum, an identification of the *security* or other underlying interest and the number of units involved.

3818. Margin call records

(1) A *Dealer Member* must maintain a *record* of all margin calls whether such calls are made in writing, by telephone or other means of communication.

3819. Account transfer records

(1) A *Dealer Member* must maintain a *record* of all communications concerning account transfers pursuant to Part B of Rule 4800.

3820. – 3849. Reserved.

PART B – CLIENT REPORTING

3850. General information

(1) A *Dealer Member* must include in each statement and report sent to the client in compliance with the requirements of Rule 3800, Part B, the following information:

(i) the type and number of the client account covered by the statement or the report, and the name of the *Approved Person* servicing such account, if applicable,

(ii) the period covered by the statement or the report, and

(iii) the name, address and contact information of the *Dealer Member*, subject to the applicable disclosure requirements of Rule 2400, Part A for *Dealer Member* arrangements.

3851. Client account statements

(1) A *Dealer Member* must make available daily account information, similar to the information included in a statement as prescribed under subsection 3851(4), to each *retail client* who at the end of the day has in their account:

(i) an open futures contract, forward contract, contract for difference or similar *derivative* position, or

(ii) an unexpired and unexercised option contract, futures contract option or similar *derivative* position.

(2) A *Dealer Member* must send a monthly statement to each client who:

(i) requests to receive a client account statement on a monthly basis,

(ii) during the month had in their account:

(a) a transaction, other than an *automatic plan transaction*,

(b) a cash or account position modification, other than modifications due to dividend payments, interest payments or *automatic plan transactions*, or

(iii) as at the end of the month has in their account:

(a) an unexpired and unexercised option contract, futures contract option or similar *derivative* position, or

(b) an open futures contract, forward contract, contract for difference or similar *derivative* position,

except that for a *Mutual Fund Dealer Member*, the requirements under this subsection 3851(2) apply only with respect to the client's margin account.

(3) A *Dealer Member* must send a quarterly statement to each client who, at the end of the quarter has in their account:

(i) a debit or credit balance, or

(ii) one or more positions (including positions held in *safekeeping* or in *segregation*).

(4) The statement must include all of the following information about the client's account at the end of the period for which the statement is made:

(i) the opening and closing cash balance in the account,

(ii) all deposits, credits, withdrawals and debits made to the account, since the previous statement date, specifying for each transaction made by the *Dealer Member* for the client in the account:

(a) the date of the transaction,

(b) the type of the transaction, including whether the transaction was a purchase, sale or transfer,

(c) the name of the *investment product*,

(d) the number of *investment products* purchased, sold or transferred,

(e) the price per *investment product* if the transaction was a purchase or sale, and

(f) the total value of the transaction if it was a purchase or sale.

(iii) the name and quantity of each *investment product* position in the account,

(iv) for each *investment product* position in the account:

(a) where the *market value* is determinable:

(I) the *market value*,

(II) the total *market value*, and

(III) if applicable, the notification required pursuant to either clause (i)(b) or clause (ii)(b) of the definition of *market value* in subsection 1201(2),

(b) where the *market value* is not determinable, the notification required pursuant to either clause (i)(c) or clause (ii)(c) of the definition of *market value* in subsection 1201(2),

(v) where the client is a *retail client* and the statement is a quarterly statement, the statement must also include:

(a) for each *investment product* position in the account:

(I) where the *position cost* is determinable, the *position cost* presented on an average cost per unit, or share basis, or on an aggregate basis, and

(II) where the *position cost* is not determinable, the notification required pursuant to clause (iii) of the definition of *position cost* in subsection 3802(1),

and

(b) a notation setting out the definitions of the calculation methodologies used to calculate the individual *position cost* information included in the statement, provided that where the individual *position cost* information included in the statement is calculated using:

(I) the *book cost* calculation methodology, the language set out in the definition of *book cost* in subsection 3802(1) or language that is substantially similar must be used as the notation, and

(II) the *original cost* calculation methodology, the language set out in the definition of *original cost* in subsection 3802(1) or language that is substantially similar must be used as the notation,

(vi) the total *market value* of all cash and *investment product* positions in the account,

(vii) where the client is a *retail client* and the statement is a quarterly statement, the total cost of all cash, and *investment product* positions in the account, and

(viii) the *investment products* in the account that are eligible for coverage by:

(a) the *IPF*, in accordance with the *IPF's* coverage policy, accompanied by the required *IPF*'s disclosure, or

(b) any other investor protection fund approved or recognized by a Canadian *securities regulatory authority*, accompanied with the name of the fund and any required disclosures under the *securities laws*.

(5) In the case of clients with any *investment products* positions which might be subject to a deferred sales charge if they are sold, a notation identifying each position that might be subject to a deferred sales charge.

(6) In the case of clients with any open futures contracts, forward contracts, contracts for difference or similar *derivatives*, the daily and monthly statements must contain, at a minimum, the following:

(i) the description and quantity of each open contract, and

(ii) the price at which each open contract was entered into.

(7) In the case of clients with any unexpired and unexercised option contracts, futures contract options or similar *derivatives*, the daily and monthly statements must contain, at a minimum, the following:

(i) the description and quantity of each unexpired and unexercised contract, and

(ii) the exercise or striking price of each unexpired and unexercised contract.

(8) In the case where a *Dealer Member* has acted as an agent in connection with a liquidating transaction in a futures contract or similar *listed derivative*, the monthly statement must contain, at a minimum, the following:

(i) the dates of the initial transaction and liquidating trade,

(ii) the commodity and quantity bought and sold,

(iii) the futures marketplace upon which the contract was traded,

(iv) the delivery month and year,

(v) the prices on the initial transaction and on the liquidating trade,

(vi) the gross profit or loss on the transactions,

(vii) the commission, and

(viii) the net profit or loss on the transactions.

(9) If a *Dealer Member* does not deposit clients' *free credit balances* in trust with an *acceptable institution*, where permitted under these *Rules*, the notation prescribed under section 4383 must be included in the client statement.

(10) In the case of *derivatives* transactions executed for an *institutional client* under a give-up agreement, the executing *Dealer Member* shall not be required to send a monthly statement, provided

(i) the client, executing *Dealer Member* and *Dealer Member* responsible to clear and settle the transaction are parties to the give-up agreement

(ii) the clearing *Dealer Member* is responsible, under the give-up agreement, for sending a monthly statement to the client, and

(iii) the executing *Dealer Member*:

(a) executes the transaction in accordance with the client's instructions to give up such transaction to the clearing *Dealer Member*,

(b) provides limited transaction execution service to the client under the give-up agreement and does not maintain client account documentation, or receive the client's money, *securities*, margin or collateral, and

(c) provides the clearing *Dealer Member* a monthly invoice with details of the give-up transactions of the client and the clearing *Dealer Member* reconciles the transactions details with its own record.

3852. Report on client positions held outside of the Dealer Member

(1) A *Dealer Member* must send a quarterly report on *outside holdings* to each *retail client* who, at the end of the quarter has one or more *outside holdings*.

(2) The report must include all of the following information about the client's *outside holdings* at the end of the period for which the report is made:

(i) the name and quantity of each position,

(ii) for each position where the *market value* is:

(a) determinable:

(I) the *market value,*

(II) the total *market value*, and

(III) if applicable, the notification required pursuant to clause (i)(b) of the definition of *market value* in subsection 1201(2), and

(b) not determinable, the notification required pursuant to clause (i)(c) of the definition of *market value* in subsection 1201(2),

(iii) for each position where the *position cost* is:

(a) determinable, the *position cost* presented on an average cost per unit, or share basis, or on an aggregate basis, and

(b) not determinable, the notification required pursuant to clause (iii) of the definition of *position cost* in subsection 3802(1),

(iv) a notation setting out the definitions of the calculation methodologies used to calculate the individual *position cost* information included in the statement, provided that where the individual *position cost* information included in the statement is calculated using:

(a) the *book cost* calculation methodology, the language set out in the definition of *book cost* in subsection 3802(1) or language that is substantially similar must be used as the notation, and

(b) the *original cost* calculation methodology, the language set out in the definition of *original cost* in subsection 3802(1) or language that is substantially similar must be used as the notation,

(v) the total *market value* of all positions,

(vi) the total *position cost* of all positions.

(3) In the case of clients with any *outside holdings* which might be subject to a deferred sales charge if they are sold, the report must include a notation identifying each position that might be subject to a deferred sales charge.

(4) The report must also indicate:

(i) the name of the party that holds or controls each *outside holding* position and a description of the way it is held,

(ii) that the client's *outside holdings* are not covered by the *IPF*, and

(iii) whether the client's *outside holdings* are covered under any other investor protection fund approved or recognized by a Canadian *securities regulatory authority*, accompanied with the name of the fund and any required disclosures under the *securities laws*.

3853. Performance report

(1) A *Dealer Member* must send an annual performance report to each *retail client* who, at the end of the 12-month period covered by the report has:

(i) an account with:

(a) a debit or credit balance, or

(b) one or more *investment products* positions (including positions held in *safekeeping* or in *segregation*), or

(ii) holds one or more *outside holdings*

and

(iii) there is at least one position in the account or at least one *outside holding*, for which a *market value* can be determined pursuant to either clause (i) or clause (ii) of the definition of *market value* in subsection 1201(2),

and

(iv) the client's account was opened at least 12 months ago.

(2) The annual performance report must include all of the following combined information about the client's account and *outside holdings* at the end of the period for which the report is made:

(i) the total combined *market value* of all cash and *investment products* positions:

(a) as at the account opening date or, where the account was opened prior to July 15, 2015 and no reliable information is available, as at July 15, 2015,

(b) as at the beginning date of the 12-month reporting period, and

(c) as at the end date of the reporting period,

(ii) the total combined *market value* of all deposits and transfers in of cash and *investment products* positions:

(a) in the period from the account opening date or, where the account was opened prior to July 15, 2015 and no reliable information is available, from July 15, 2015, to the end date of the reporting period, and

(b) in the 12-month reporting period,

(iii) the total combined *market value* of all withdrawals and transfers out of cash and *investment products* positions:

(a) in the period from the account opening date or, where the account was opened prior to July 15, 2015 and no reliable information is available, from July 15, 2015, to the end date of the reporting period, and

(b) in the 12-month reporting period,

(iv) the total combined change in *market value* of all cash and *investment products* positions:

(a) for the period from the account opening date or, where the account was opened prior to July 15, 2015 and no reliable information is available, from July 15, 2015, to the end date of the reporting period determined using the following formula:

Total *market value* change from account opening = **A-B-C+D**

Where:

A= *market value* at the end of the reporting period

[Sub-clause 3853(2)(i)(c)]

B= *market value* at account opening
[Sub-clause 3853(2)(i)(a)]

C= deposits and transfers in
[Sub-clause 3853(2)(ii)(a)]

D= withdrawals and transfers out
[Sub-clause 3853(2)(iii)(a)], and

(b) for the 12-month reporting period, determined using the following formula:

Total 12-month *market value* change = **A-B-C+D**

Where:

A= *market value* at the end of the reporting period
[Sub-clause 3853(2)(i)(c)]

B= *market value* at the start of the reporting period
[Sub-clause 3853(2)(i)(b)]

C= deposits and transfers in
[Sub-clause 3853(2)(ii)(b)]

D= withdrawals and transfers out
[Sub-clause 3853(2)(iii)(b)],

(v) the amount of the annualized *total percentage return* calculated net of charges using a money weighted rate of return calculation methodology generally accepted in the *securities* industry for the following periods:

(a) the 12-month period covered by the report,

(b) the three-year period preceding the end date of the report,

(c) the five-year period preceding the end date of the report,

(d) the 10-year period preceding the end date of the report, and

(e) the period from the account opening date, or, where the account was opened prior to July 15, 2015 and no reliable information is available, July 15, 2015 to the end date of the report,

provided that if any portion of a period referred to in sub-clauses 3853(2)(v)(b), 3853(2)(v)(c) and 3853(2)(v)(d) is before July 15, 2015, the *Dealer Member* is not required to report the annualized *total percentage return* for that period, and

(vi) the definition of *total percentage return* as set out in subsection 3802(1) and a notification indicating the following:

(a) the *total percentage return* presented in the performance report was calculated net of fees / charges,

(b) the calculation method used, and

(c) a general explanation in plain language of what the calculation method takes into account.

(3) The combined information required to be provided under subsection 3853(2) must be presented using text, tables and charts, and must be accompanied by notes in the performance report explaining:

(i) the content of the report and how a client can use the information to assess the performance of the client's investments, and

(ii) the changing value of the client's investments as reflected in the information in the report.

(4) The *Dealer Member* must send a performance report containing the combined information required to be provided under subsection 3853(2) to a client every 12 months, except that:

(i) the first performance report to the client may be sent within 24 months after the *Dealer Member* carries out a transaction or transfer for that client, and

(ii) where a performance report that covers the 12-month period ending on December 31, 2016 was sent to the client, all subsequent performance reports for the 12-month periods ending on December 31, 2017 and each calendar year thereafter may include:

(a) the information required by sub-clauses 3853(2)(i)(a), 3853(2)(ii)(a), 3853(2)(iii)(a) and 3853(2)(iv)(a) [Prior period comparative account activity information] as at or for the period commencing January 1, 2016, as applicable, and

(b) the information required by sub-clauses 3853(2)(v)(b) through 3853(2)(v)(e) [Prior period comparative percentage return information] provided that if any portion of a period referred to in sub-clauses 3853(2)(v)(b), 3853(2)(v)(c), and 3853(2)(v)(d), is before January 1, 2016, the *Dealer Member* is not required to report the annualized *total percentage return* for that period.

(5) The information required under this section 3853 must be provided in a separate report for each of the client's accounts.

(6) The information required under this section 3853 in respect of *outside holdings* must be included in the report for each of the client's accounts through which these positions were transacted

(7) Subsections 3853(5) and 3853(6) do not apply if the *Dealer Member* sends a single report to the client that consolidates the required information for more than one of a client's accounts and any *outside holdings* provided:

(i) the client has consented in writing to receiving a consolidated report,

and

(ii) the report that is sent specifies the accounts and *outside holdings* for which the consolidated information is being provided.

(8) All annual performance reports that are sent to a client, whether prepared for an individual account or prepared on a consolidated account basis pursuant to subsection 3853(7), must:

(i) be prepared for the same 12-month period, and

(ii) include aggregated information for the same accounts and *outside holdings*,

as the annual fee/charge reports that are sent to the same client.

(9) Where a *retail client* has an account with positions in futures contracts, forward contracts, contracts for difference, foreign exchange contracts and similar *derivatives*, the *Dealer*

*Mem*ber shall not be required to send an annual performance report under this section 3853, provided the *Dealer Mem*ber sends the client a monthly or quarterly statement which includes the following information about the client's account in addition to the requirements set out under section 3851:

(i) the total profit or loss realized on positions exercised, expired or closed during the period covered,

(ii) the unrealized profit or loss for each opened position at the end of the period covered,

(iii) the profit or loss realized for each positions exercised, expired or closed during the period covered, and

(iv) a disclosure explaining to the client that for the period covered, the statement does not provide information on the changes in *market value* that occurred during the period covered, but provides the client with:

(a) profit or loss realized on positions exercised, expired or closed, and

(b) unrealized profit or loss for opened position at the end of the period covered.

(10) For purposes of subsection 3853(9), all deposits, credits, withdrawals and debits made in the account can be disclosed as a single net deposit or net withdrawal in the statement.

(11) If a *Dealer Member* sends a performance report to the client for a period shorter than 12-months, the *Dealer Member* must not calculate the disclosed information on an annualized basis.

3854. Fee/charge report

(1) A *Dealer Member* must send an annual fee/charge report to each *retail client* who at the end of the 12-month period covered by the report:

(i) has an account with the *Dealer Member*, or

(ii) holds one or more *outside holdings,*

and

(iii) such client paid either directly or indirectly any fee, charge or other payment, reportable under subsection 3854(2) during the period covered by the report.

(2) The annual fee/charge report must include all of the following combined information about the client's account and *outside holdings* at the end of the period for which the report is made:

(i) a discussion of the *operating charges* which might be applicable to the client's account,

(ii) the total amount of each type of *operating charge* related to the client's account paid by the client during the reporting period,

(iii) the aggregate total amount of all *operating charges* related to the client's account paid by the client during the reporting period,

(iv) the total amount of each type of *transaction charge* related to transactions in *investment products* paid by the client during the reporting period,

(v) the aggregate total amount of all *transaction charges* related to the client's account paid by the client during the reporting period,

(vi) the aggregate total amount of all charges reported under clauses 3854(2)(iii) and 3854(2)(v),

(vii) if the *Dealer Member* purchased or sold *debt securities* for the client during the period of the report, either of the following:

(a) the total amount of any mark-ups, mark-downs, commissions or other fees or charges the *Dealer Member* applied on the purchases or sales of *debt securities*,

(b) the total amount of any commissions charged to the client by the *Dealer Member* on the purchases or sales of *debt securities* and, if the *Dealer Member* applied mark-ups, mark-downs or other fees or charges other than commissions on the purchases or sales of *debt securities*, the following notification or a notification that is substantially similar:

> "For debt securities purchased or sold for you during the period covered by this report, dealer firm remuneration was added to the price you paid (in the case of a purchase) or deducted from the price your received (in the case of a sale). This amount was in addition to any commissions you were charged.",

(viii) the total amount of each type of payment, other than *trailing commissions*, that is made to the *Dealer Member* or any of its registered *individuals* by an issuer or another registrant in relation to registerable services provided to the client during the period covered by the report, accompanied by an explanation of each type of payment,

(ix) if the *Dealer Member* received *trailing commissions* related to *securities* owned by the client during the period covered by the report, the following notification or a notification that is substantially similar:

> "We received $[amount] in trailing commissions in respect of *securities* you owned during the period covered by this report.
>
> Investment funds pay investment fund managers a fee for managing their funds. The managers pay us ongoing trailing commissions for the services and advice we provide you. The amount of the trailing commission depends on the sales charge option you chose when you purchased the fund. You are not directly charged the trailing commission or the management fee. But, these fees affect you because they reduce the amount of the fund's return to you. Information about management fees and other charges to your investment funds is included in the prospectus or fund facts document for each fund.",

(x) if the client owned investment fund *securities* during the period covered by the report, the following information about those *securities* for such period:

(a) the *total amount of fund expenses* charged to the investment fund by its investment fund manager or any other party, after making the necessary adjustments to add performance fees and deduct fee waivers, rebates or absorptions, but excluding any charges reported as *transaction charges* under clause 3854(2)(iv),

(b) the total amount of *direct investment fund charges* charged to the client by the investment fund, investment fund manager or any other party, excluding any charges reported as *transaction charges* under clause 3854(2)(iv),

(c) the aggregate total amount of all expenses and charges reported under subclauses 3854(2)(x)(a) and 3854(2)(x)(b),

(d) the aggregate total amount of all *Dealer Member* charges and investment fund expenses and charges reported under clause 3854(2)(vi) and subclause 3854(2)(x)(c),

(e) the *fund expense ratio* of each class or series of *securities* of each investment fund, including any performance fees and deducting any fee waivers, rebates or absorptions,

(f) the following disclosures:

(I) if information reported under subclauses 3854(2)(x)(a), 3854(2)(x)(b) and 3854(2)(x)(e) is based on an approximation or any other assumption, a notification that this is the case,

(II) in relation to any *direct investment fund charges* charged to the client, other than deferred sales charges, a short explanation of the type of fees that were charged,

(III) in relation to the *total amount of fund expenses* reported, the following notification or a notification that is substantially similar:

"Fund expenses are made up of the management fee (which includes trailing commissions paid to us), operating expenses and trading costs. You don't pay these expenses directly. They are periodically deducted from the value of your investments by the companies that manage and operate those funds. Different funds have different fund expenses. They affect you because they reduce the fund's returns. These expenses add up over time. Fund expenses are expressed as an annual percentage of the total value of the fund. They correspond to the sum of the fund's management expense ratio (MER) and trading expense ratio (TER). These costs are already reflected in the current values reported for your fund investments.

The number shown here is the estimated total dollar amount you paid in fund expenses for all the investment funds you owned last year. This amount depends on each of your funds' fund expenses and the amount you invested in each fund.",

(IV) in relation to the *fund expense ratios* required to be reported under subclause 3854(2)(x)(e), the following notification or a notification that is substantially similar:

"Please refer to the prospectus or fund facts document of each investment fund for more detailed information about fund expenses and fund performance.

Please refer to your latest account statement for more information about the market value and the number of securities of the investment funds you currently own.",

(V) in relation to any deferred sales charges paid by the client, the following notification or a notification that is substantially similar:

"You paid this cost because you redeemed your units or shares of a fund purchased under a deferred sales charge (DSC) option before the end of the redemption fee schedule and a redemption fee was payable to the investment fund company. Information about these and other fees can be found in the prospectus or fund facts document for each investment fund made available at the time of purchase. The redemption fee was deducted from the redemption amount you received.",

(VI) in relation to an investment fund or *securities* of an investment fund where the manager of the investment fund is incorporated, continued or organized under the laws of a foreign jurisdiction, and the information reported for those *securities* under subclauses 3854(2)(x)(a), 3854(2)(x)(b) and 3854(2)(x)(e) is based on information disclosed under the laws of a foreign jurisdiction, the following notification or a notification that is substantially similar:

"This report includes information about the fund expenses and fund expense ratio of foreign investment funds. Please note that this information may not be directly comparable to equivalent information for Canadian investment funds, that may include different types of fees.",

(VII) in relation to any structured product, labour sponsored investment fund or investment fund the *securities* of which are distributed solely under an exemption from the prospectus requirement in compliance with *securities laws*, the following notification or a notification that is substantially similar:

"Please note that other products you may own or may have owned during the reporting period, such as exempt market investment funds, labour sponsored investment funds or structured products, may have embedded fees that are not reported here. You can contact us for more information.",

(xi) if the *Dealer Member* knows or has reason to believe that the client paid, to third parties, custodial fees, intermediary fees or interest charges related to *investment products* owned by the client during the period covered by the report and those fees or charges are not required to be reported to the client by the *Dealer Member* under this section, the following notification or a notification that is substantially similar

"The costs in this report may not include any fees you pay directly to third parties, including custodial fees, intermediary fees or interest charges that

may be deducted from your account. You can contact those service providers for more information.",

(xii) the following notification or a notification that is substantially similar:

"What can you do with this information? Take action by contacting your advisor to discuss the fees you pay, the impact they have on the long-term performance of your portfolio and the value you receive in return. If you are a self-directed investor, consider how fees impact the long-term performance of your portfolio, and possible ways to reduce those costs.".

(3) A *Dealer Member* may exclude the information required under subclauses 3854(2)(x)(a) and 3854(2)(x)(e) and any approximations of such information for a newly established investment fund in which case the following notification or a notification that is substantially similar must be included in the report:

"The total amount of fund expenses reported may not include cost information for newly established investment funds.",

(4) A *Dealer Member* is not required to report the information under subclauses 3854(2)(x)(a), 3854(2)(x)(b), 3854(2)(x)(e), and any approximations of such information, or the disclosures under paragraphs 3854(2)(x)(f)(I) to 3854(2)(x)(f)(V) and clause 3854(2)(xi) with regards to:

(i) a labour sponsored investment fund, or

(ii) an investment fund whose *securities* are distributed solely under an exemption from the prospectus requirement in compliance with *securities laws*.

(5) A *Dealer Member* is permitted to report a reasonable approximation of the information required under subclauses 3854(2)(x)(a), 3854(2)(x)(b) and 3854(2)(x)(e), when relying on reasonable approximations to determine such information pursuant to subsection 3854(6).

(6) For the purposes of reporting the information under subclauses 3854(2)(x)(a), 3854(2)(x)(b) and 3854(2)(x)(e) and the disclosures under paragraphs 3854(2)(x)(f)(I), 3854(2)(x)(f)(II), 3854(2)(x)(f)(V) and 3854(2)(x)(f)(VI), the *Dealer Member* must:

(i) rely on the information provided by the investment fund manager, pursuant to section 14.1.1 of National Instrument 31-103, unless the *Dealer Member* reasonably believes the information provided is incomplete or misleading, and

(ii) where no reliable information can be obtained pursuant to clause 3854(6)(i), make reasonable efforts to obtain or determine by other means the required information, or a reasonable approximation of such information, and

(iii) where it reasonably believes it cannot obtain or determine under clause 3854(6)(ii) information that is not misleading, exclude such information and disclose in the relevant statement or report that the information is excluded from calculations or not reported.

(7) The *Dealer Member* must send a fee/charge report containing the combined information required to be provided under subsection 3854(2) to a client every 12 months, except that the first report sent after a *Dealer Member* opens an account for a client may cover a shorter period.

(8) The information required under this section 3854, must be provided in a separate report for each of the client's accounts.

(9) The information required under this section 3854 in respect of *outside holdings* must be included in the report for each of the client's accounts through which these positions were transacted.

(10) Subsections 3854(8) and 3854(9) do not apply if the *Dealer Member* sends a single report to the client that consolidates the required information for more than one of a client's accounts and any *outside holdings* provided:

(i) the client has consented in writing to receiving a consolidated report, and

(ii) the report that is sent specifies the accounts and *outside holdings* for which the consolidated information is being provided.

(11) All annual fee/charge reports that are sent to a client, whether prepared for an individual account or prepared on a consolidated account basis pursuant to subsection 3854(10), must:

(i) be prepared for the same 12-month period, and

(ii) include aggregated information for the same accounts and *outside holdings*,

as the annual performance reports that are sent to the same client.

(12) Where a *retail client* has an account with positions in futures contracts, forward contracts, contracts for difference, foreign exchange contracts and similar *derivatives*, the *Dealer Mem*ber shall not be required to send an annual fee/charge report under this section 3854, provided the *Dealer Mem*ber sends the client a monthly or quarterly statement which includes the following information about the client's account for the period covered:

(i) itemized *transaction charge* and *operating charge* information in accordance with this section 3854, and

(ii) if applicable, itemized information on compensation received by the *Dealer Member* in connection with a transaction.

(13) For purposes of clause 3854(12)(ii), the following information will be acceptable where the compensation received by the *Dealer Member* relates to a bulk distribution arrangement:

(i) a calculated product distribution compensation amount, or

(ii) where the distribution compensation amount cannot be unbundled from the manufacturer compensation amount,

(a) the entire compensation amount, and

(b) a note explaining that the amount disclosed is the entire product compensation amount.

(14) Where for a certain product, the *Dealer Member* reasonably believes that it cannot obtain reliable fee/charge information that is not misleading, the *Dealer Member* must exclude such information and provide meaningful disclosure in the report of the information excluded.

3855. Trade confirmations

(1) A *Dealer Member* must promptly send the client a written confirmation of all purchases and sales in *investment products* and other property and transactions in *derivatives* and *financing arrangements* for the client's account.

(2) The written confirmation must contain

(i) at a minimum the following information:

(a) the name, address and contact of the *Dealer Member*,

(b) the type and number of the account through which the transaction was effected,

(c) whether or not the *person* or company that executed the transaction acted as principal or agent,

(d) the name of the *Registered Representative* and *Investment Representative*, if any, involved in the transaction,

(e) the name of the dealer, if any, used by the *Dealer Member* as its agent to effect the transaction,

(f) the settlement date of the transaction,

(g) the date of the transaction, and if the transaction took place on a marketplace, the marketplace or marketplaces where the transaction took place, or marketplace disclosure language acceptable to *CIRO*,

(h) the amount of each *transaction charge*, deferred sales charge or other charge in respect of the transaction and the total amount of all charges in respect of the transaction,

(i) the applicable *IPF* disclosure, in accordance with the *IPF Disclosure Policy*,

and:

(ii) in the case of trades in *securities,* precious metals bullion and similar products:

(a) the quantity and description,

(b) the price, and

(c) must maintain and make available to the client or *CIRO,* upon request, the name of the *person* or company from or to or through whom the product was bought or sold, if acting as an agent in a trade upon an equity marketplace,

and

(iii) in the case of transactions in futures contracts, forward contracts, contracts for difference, foreign exchange contracts and similar *derivatives*:

(a) the contract underlying interest,

(b) the contract quantity bought or sold,

(c) if applicable, the quantity of the underlying interest bought or sold,

(d) the contract delivery date, and

(e) the price at which the contract was entered into,

and

(iv) in the case of transactions in options contracts, futures contract options and similar *derivatives*:

(a) the contract underlying interest,

(b) the contract quantity bought or sold,

(c) the contract type,

(d) the contract premium,

(e) the contract exercise or striking price,

(f) the contract declaration date,

(g) if applicable:

(I) the futures contract that is the subject of the futures contract option,

(II) the date of the futures contract that is the subject of the futures contract option,

and

(v) in the case of trades in mortgage-backed *securities*, and subject to the proviso below:

(a) the original principal amount of the trade,

(b) the description of the *security* (including interest rate and maturity date),

(c) the remaining principal amount (RPA) factor,

(d) the purchase/sale price per $100 of original principal amount,

(e) the accrued interest,

(f) the total settlement amount, and

(g) the settlement date,

provided that in the case of trades entered into from the first *business day* of the month to the fourth *business day* of the month, inclusive, a preliminary confirmation shall be issued showing the trade date and the information in sub-clauses 3855(2)(v)(a), 3855(2)(v)(b), 3855(2)(v)(d) and 3855(2)(v)(g) and indicating that the information in sub-clauses 3855(2)(v)(c), 3855(2)(v)(e) and 3855(2)(v)(f) cannot yet be determined and that a final confirmation will be issued as soon as such information is available. After the remaining principal amount factor for the *security* is available from the central payor and transfer agent, a final confirmation shall be issued including all of the information required in subsection 3855(2),

and

(vi) in the case of transactions in *debt securities*:

(a) in the case of a purchase, where the *debt security* is a stripped coupon or a residual debt instrument:

(I) the yield thereon calculated on a semi-annual basis in a manner consistent with the yield calculation for the debt instrument which has been stripped, and

(II) the yield thereon calculated on an annual basis in a manner consistent with the yield calculation for other *debt securities* which are commonly regarded as being competitive in the market with such coupons or residuals such as guaranteed investment certificates, bank deposit receipts and other indebtedness for which the term and interest rate is fixed,

(b) in the case of a purchase, where the *debt security* is neither a stripped coupon nor a residual debt instrument:

(I) the yield to maturity calculated in a manner consistent with market conventions for the *security* traded,

(II) where the *debt security* is subject to call prior to maturity through any means, the notation of "callable" must be included, and

(III) where the *debt security* has a variable coupon rate, the notation "The coupon rate may vary." must be included,

(c) where the *debt security* trade is not a primary market transaction and the trade confirmation is being sent to a *retail client*, either of the following:

(I) the total amount of any mark-up or mark-down, commission or other service charges the *Dealer Member* applied to the transaction, or

(II) the total amount of any commission charged to the client by the *Dealer Member* and, if the *Dealer Member* applied a mark-up or mark-down or any service charge other than a commission, the following notification or a notification that is substantially similar:

"Dealer firm remuneration has been added to the price of this security (in the case of a purchase) or deducted from the price of this security (in the case of a sale). This amount was in addition to any commission this trade confirmation shows was charged to you.",

and

(vii) in the case of transactions in

(a) *over-the-counter investment products* other than *debt securities* or a *security* that is undergoing a primary market transaction, and *over-the-counter derivatives* other than contracts with non-standardized terms that are customized to the needs of a particular client and for which there is no secondary market, and

(b) the confirmation is being sent to a *retail client*,

either of the following:

(I) the total amount of any mark-up or mark-down, commission or other service charges the *Dealer Member* applied to the transaction,

(II) one of the following notifications or a notification that is substantially similar:

"Dealer firm remuneration has been added to the price of this security (in the case of a purchase) or deducted from the price of this security (in the case of a sale)."

"Dealer firm remuneration has been included as an adjustment to the price of this derivatives transaction.",

and

(viii) in the case of transactions involving:

(a) *investment products* of the *Dealer Member*, or

(b) *investment products* of a *related issuer* of the *Dealer Member*, or

(c) *investment products* of a *connected issuer* of the *Dealer Member*, or

(d) *investment products* referenced in sub-clauses 3855(2)(viii)(a) through 3855(2)(viii)(c) that are in the course of a distribution to the public, or

(e) *derivatives* whose underlying interest is referenced in sub-clauses 3855(2)(viii)(a) through 3855(2)(viii)(d),

the trade confirmation must indicate that the transactions involve products of the *Dealer Member*, a *related issuer* of the *Dealer Member* or a *connected issuer* of the *Dealer Member* or a *derivative* whose underlying interest is a product of the *Dealer Member*, a *related issuer* of the *Dealer Member* or a *connected issuer* of the *Dealer Member*, as the case may be.

(3) Notwithstanding the provisions of this section 3855, a *Dealer Member* shall not be required to provide a confirmation to a client in respect of:

(i) a trade in a *managed account*, provided:

(a) prior to the trade, the client has consented in writing to waive receipt of trade confirmations from the *Dealer Member*. The client may terminate the waiver by notice in writing, which shall take effect upon receipt of the notice by the *Dealer Member,* for trades following the date of receipt,

(b) the provision of a confirmation is not required under any *securities laws* of the jurisdiction in which the client resides, or the *Dealer Member* has obtained an exemption from any such *applicable laws* by the responsible *securities regulatory authority*, and

(c) where:

(I) a *person* other than the *Dealer Member* manages the account:

(A) a trade confirmation has been sent to the manager of the account, and

(B) the *Dealer Member* provides the client with an account statement in compliance with section 3851 and includes in the account statement, the disclosure required under clause 3855(2)(viii), or

(II) the *Dealer Member* manages the account:

(A) the account is not charged any commissions or fees based on the volume or value of transactions in the account,

(B) the *Dealer Member* sends to the client a monthly statement that is in compliance with section 3851 and contains all of the information required to be contained in a confirmation under this section 3855 except:

(i) the marketplace or marketplaces upon which the trade took place, or marketplace disclosure language acceptable to *CIRO*,

(ii) the fee or other charge in connection with the trade, separately from what is being disclosed in the monthly statement,

(iii) the name of the *Registered Representative* or *Investment Representative*, if any, in the transaction,

(iv) the name of the dealer, if any, used by the *Dealer Member* as its agent to effect the trade, and

(v) as applicable, the name of the *person* or company from or to or through whom the *security* was bought or sold, if acting as an agent in a trade on an equity marketplace,

(C) the *Dealer Member* maintains the information not required to be in the monthly statement pursuant to sub-paragraph 3855(3)(i)(c)(II)(B) and discloses to the client on the monthly statement that such information will be provided to the client on request.

(ii) a trade in a delivery against payment or receipt against payment trade account, provided:

(a) the trade is either subject to or matched in accordance with broker-to-broker or institutional trade matching requirements under *CIRO requirements* or *securities laws*,

(b) the *Dealer Member* maintains an electronic audit trail of the trade under *CIRO requirements* or *securities laws*,

(c) prior to the trade, the client has consented in writing to waive receipt of trade confirmations from the *Dealer Member*. The client may terminate the waiver by notice in writing, which shall take effect upon receipt of the notice by the *Dealer Member,* for trades following the date of receipt,

(d) the client is either:

(I) another *Dealer Member* who is reporting or affirming trade details through an acceptable trade matching utility in accordance with sections 4751, 4753, 4754, 4755 and 4756, or

(II) an *institutional client* who is matching delivery against payment/ receipt against payment account trades (either directly or through a custodian) in accordance with National Instrument 24-101,

(e) the *Dealer Member* and the client have real-time access to, and can download into their own system from the acceptable trade matching utility's or the

matching service utility's system, trade details that are similar to the prescribed information under this section 3855,

(f) for trades subject to broker-to-broker trade matching, the *Dealer Member* has a quarterly compliant trade percentage calculated using the methodology in section 4756 of greater than or equal to 85% for at least two of the last four quarters, and

(g) for trades subject to institutional trade matching, the *Dealer Member* has a quarterly compliant trade percentage of greater than or equal to 85% for at least two of the last four quarters.

(iii) a swap transaction, provided:

(a) the *Dealer Member* enters into a standard industry agreement with the client that is acceptable to *CIRO*, and

(b) the agreement sets out the terms for a client to receive a confirmation of a swap transaction and the key terms of the confirmation.

(iv) a *derivatives* transaction where the *Dealer Member* is the executing broker and the transaction is executed for an *institutional client* under a give-up agreement, provided

(a) the client, executing *Dealer Member* and *Dealer Member* responsible to clear and settle the transaction are parties to the give-up agreement,

(b) the clearing *Dealer Member* is responsible, under the give-up agreement, for issuing the transaction confirmation to the client, and

(c) the executing *Dealer Member*:

(I) executes the transaction in accordance with the client's instructions to give up such transaction to the clearing *Dealer Member*,

(II) provides limited transaction execution service to the client under the give-up agreement and does not maintain client account documentation, or receive the client's money, *securities*, margin or collateral, and

(III) provides the clearing *Dealer Member* a monthly invoice with details of the give-up transactions of the client and the clearing *Dealer Member* reconciles the transactions details with its own record.

(v) a transaction in a *security* of a mutual fund where the manager of the mutual fund sends the client a written confirmation containing the information required to be sent under subsection 3855(2).

(vi) *automatic plan transactions* that occur on a monthly or more frequent basis, provided that the *Dealer Member* provides written confirmation for the initial transaction in compliance with this section 3855.

(4) A *Dealer Member* is not required to provide in the trade confirmation the information required pursuant to:

(i) subclause 3855(2)(i)(h), where the confirmation is sent to an *institutional client* for transactions in *over-the-counter investment products*, other than *debt securities*, with

the exception that any commission, if charged in respect of the transaction, must be included in the confirmation, or

(ii) clause 3855(2)(viii), where the confirmation is for transactions involving *investment products* of an issuer whose name is sufficiently similar to the name of the *Dealer Member* to indicate that they are related or affiliated.

3856. Option of earlier date

(1) *Dealer Member*s have the option of providing clients with the following *position cost* information:

(i) *position cost* information included in client account statements [Definition of *position cost* in subsection 3802(1) and clauses 3851(4)(v) and 3851(4)(vii)],

(ii) *position cost* information included in the report on *outside holdings* [Definition of *position cost* in subsection 3802(1) and clauses 3852(2)(iii) and 3852(2)(vi)],

that is prepared as at a date earlier than December 31, 2015.

(2) *Dealer Members* have the option of providing clients with the following performance information:

(i) activity information included in the annual performance report [clauses 3853(2)(i) through 3853(2)(iv)], and

(ii) percentage return information included in the annual performance report [clause 3853(2)(v)],

that is prepared for a period that begins on a date earlier than July 15, 2015.

(3) Where the option in subsection 3856(1) is pursued, all of the *position cost* information referenced in clauses 3856(1)(i) and 3856(1)(ii) must be prepared for all similar clients as at the same date.

(4) Where the option in subsection 3856(2) is pursued, all of the activity and percentage return information referenced in clauses 3856(2)(i) and 3856(2)(ii) must be prepared for all similar clients as at the same date.

3857. Delivery of documents to clients

(1) All documentation, required to be sent to clients under Rule 3800, Part B, must be sent:

(i) promptly,

(ii) electronically in accordance with *applicable law*s, unless the client requests paper delivery, and

(iii) at no cost, to the non-digital client requesting paper delivery.

(2) The report on *outside holdings*, prepared pursuant to section 3852, must be sent to the client either:

(i) as a separate document within 10 days after sending the client account statement, pursuant to section 3851, for the monthly or quarterly period ending on the same date, or

(ii) combined with the client account statement, prepared pursuant to section 3851, for the monthly or quarterly period ending on the same date, provided that is done in a manner that would not mislead a reasonable client with regards to:

(a) the client's assets or positions controlled by the *Dealer Member* and the client's *outside holdings*,

(b) the party that holds or controls each client *outside holding* position and the way it is held, and

(c) the client assets that are eligible for coverage under the *IPF*, or another investor protection fund approved or recognized by a Canadian *securities regulatory authority*, and the ones that are not.

(3) The *Dealer Member* may provide clients with consolidated statements of client accounts with *outside holding* reports in addition to, but not in place of, the account statements and outside holdings reports sent to clients separately or combined, in compliance with subsection 3857(2).

(4) The performance report and the fee/charge report, prepared pursuant to sections 3853 and 3854 for the same 12-month period, must be sent to the client together and either:

(i) within 10 days after sending the client account statement, pursuant to section 3851, for the monthly or quarterly period ending on the same date, or

(ii) combined with the client account statement, prepared pursuant to section 3851, for the monthly or quarterly period ending on the same date.

3858. Client reporting responsibility

(1) A *Dealer Member* who acts as a *carrying broker*, or only provides trade execution, clearing, settlement or custody services or a combination of these services, to another *Dealer Member*, *portfolio manager*, *exempt market dealer* or their respective clients, with regards to a client account or *outside holding* positions, is exempt from the responsibility to send**:**

(i) a performance report to the client, pursuant to section 3853, and

(ii) a fee/charge report to the client, pursuant to section 3854, except for its own service fees and charges to the client,

regarding such a client account or *outside holding* positions, unless it has undertaken to send such reports on behalf of the other *Dealer Member*, *portfolio manager* or *exempt market dealer* pursuant to an outsourcing or service arrangement.

3859. Reporting requirement exemptions

(1) *CIRO* may exempt a *Dealer Member* from the applicable reporting requirements under sections 3852, 3853 and 3854 with respect to client's *outside holdings*, when the costs of requiring the *Dealer Member* to comply with such requirements significantly outweigh the benefits to the *Dealer Member*'s clients from such reporting.

(2) *CIRO* will grant such exemption if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public or the *Dealer Member.*

3860. – 3899. Reserved.

RULE 3900 | SUPERVISION

3901. Introduction

(1) Rule 3900 sets out the *Dealer Member's* obligation to supervise its business and operations. The rule is divided into seven parts as follows:

Part A – General supervision requirements
[sections 3904 through 3918]

Part B – Supervision of all accounts
[sections 3925 through 3927]

Part C – Supervision of retail client accounts
[sections 3945 through 3948]

Part D – Supervision of institutional client accounts
[sections 3950 and 3951]

Part E – Supervision of order execution only accounts
[section 3955]

Part F – Supervision of derivatives accounts
[sections 3960 through 3964]

Part G - Supervision of discretionary accounts and managed accounts
[sections 3970 through 3975]

(2) Appropriate supervision of all aspects of a *Dealer Member's* business and operations is a fundamental responsibility of the *Dealer Member*. The *Dealer Member's* policies and procedures that specifically address its supervision system must remain up-to-date at all times, based on current *CIRO requirements* and *applicable laws*.

(3) The *Dealer Member's* board of directors is responsible for ensuring that an appropriate supervision system is in place.

3902. – 3903. Reserved.

PART A – GENERAL SUPERVISION REQUIREMENTS

3904. Policies and procedures

(1) A *Dealer Member*'s policies and procedures must establish a supervisory system to supervise the activities of all its *employees* and *Approved Persons* that provides reasonable assurance they comply with *CIRO requirements* and *securities laws*.

(2) As part of its supervisory system, the *Dealer Member*, at a minimum, must:

(i) have policies and procedures that specifically address supervision of its *employees* and *Approved Persons*,

(ii) have policies and procedures relating to supervision that provide reasonable assurance of compliance with *CIRO requirements*, *securities laws* and *applicable laws,*

(iii) ensure all supervisory policies and procedures are in writing, and

(iv) amend its policies and procedures relating to supervision within a reasonable time after changes in *CIRO requirements*, or *securities laws* are made.

(3) A *Dealer Member* must communicate its policies and procedures to all relevant *employees* and *Approved Persons* and must:

(i) provide its sales and supervisory *employees* and *Approved Persons* with the *Dealer Member's* sales practices policies and procedures relevant to their functions,

(ii) obtain and record acknowledgements from all sales and supervisory *employees* and *Approved Persons* that they have read and understood the policies and procedures relevant to their respective roles and responsibilities,

(iii) provide introductory and continuing education to all *Approved Persons* on the *Dealer Member's* policies and procedures and any relevant changes to them,

(iv) communicate information relating to *CIRO requirements and applicable laws*, to all sales *employees* and other *Approved Persons* to whom it is relevant,

(v) have policies and procedures that specifically address the method and timing of the distribution of compliance related notices,

(vi) promptly communicate changes in its policies and procedures to all relevant *employees* and *Approved Persons*, and

(vii) have procedures to provide reasonable assurance that each *employee* and *Approved Person* understands their responsibilities under the *Dealer Member's* policies and procedures.

3905. Supervisory personnel and resources

(1) A *Dealer Member* must assign sufficient personnel and commit adequate resources necessary to fully and properly apply and enforce its policies and procedures.

(2) A *Dealer Member* must appoint as many *Supervisors* and *Executives* as necessary to:

(i) properly supervise its *employees* and *Approved Persons*, and

(ii) ensure compliance with *CIRO requirements,*

considering the scope and complexity of the *Dealer Member's* business.

(3) A *Dealer Member* must designate *Supervisors* and *Executives*, with the qualifications and authority necessary to fully carry out the responsibilities assigned to them.

(4) A *Dealer Member* must take reasonable steps to ensure all its *Supervisors* and *Executives* are fully proficient and understand the products that *employees* and *Approved Persons* under their supervision trade in or advise on, as well as the services these *employees* and *Approved Persons* provide, to the degree necessary to properly supervise those *employees* and *Approved Persons*.

(5) A *Dealer Member* must have procedures in place that ensure that *Supervisors* are properly performing their supervisory functions.

3906. Responsibilities of the Supervisor

(1) Each *Supervisor* must fully and properly supervise each *employee* and *Approved Person* under their authority in accordance with:

(i) the supervisory responsibilities assigned to the *Supervisor*,

(ii) the *Dealer Member's* policies and procedures, and

(iii) *CIRO requirements* and *securities laws*.

3907. Delegation and automation of supervisory tasks

(1) A *Supervisor* may delegate supervisory tasks and procedures, but not the responsibility for their performance.

(2) Any delegation of supervisory tasks must not be contrary to *CIRO requirements*, *securities laws* and *applicable laws*.

(3) A delegate must be qualified to perform the assigned tasks by virtue of registration, training or experience.

(4) The *Supervisor* must:

(i) inform the delegate of the tasks delegated to them and what is expected of them in the performance of the delegated tasks, in writing,

(ii) ensure that the delegate adequately performs the delegated tasks, and

(iii) establish reporting mechanisms for issues arising from the performance of delegated tasks.

(5) The *Dealer Member* must maintain a record of the terms of the delegation, as well as the *Supervisor's* follow up and review of the delegated tasks.

(6) The *Dealer Member* must inform the *Supervisor* of specific functions that cannot be delegated.

(7) The *Dealer Member* must:

(i) inform the *Supervisor* of specific tasks or activities that have been automated pursuant to clause 1105(1),

(ii) ensure the *Supervisor* understands how the automated tasks and activities work, and

(iii) ensure proper performance of the related function in compliance with *CIRO requirements*.

3908. Supervision records

(1) A *Dealer Member* must maintain a record of the names of *Supervisors*, their supervisory responsibilities and the date each *Supervisor* was designated.

(2) A *Dealer Member* must have a system in place to record the review and approval, conducted by any *Supervisor* that is required under *CIRO requirements*.

(3) A *Dealer Member* must maintain adequate *records* of supervisory activity, including on-site branch reviews, compliance issues identified and the resolution of such issues.

(4) Where supervision *records* are kept at a branch office, the *Dealer Member* must conduct periodic on-site reviews of branch office supervision and record keeping.

(5) The *records* set out in section 3908 must be kept for the period set out in section 3803.

3909. Responsibilities of the Executive

(1) Each *Executive* must supervise and direct the activities of the *Dealer Member*, and its *employees* and *Approved Persons*, in accordance with the areas of its responsibility, to provide reasonable assurance of compliance with *CIRO requirements* and *securities laws*.

3910. Responsibilities of the Ultimate Designated Person

(1) The *Ultimate Designated Person* is responsible to *CIRO* for the conduct of the *Dealer Member* and the supervision of its *employees* and *Approved Persons*.

(2) The *Ultimate Designated Person* must:

(i) supervise the activities of the *Dealer Member,* and the activities of each *individual* acting on the *Dealer Member's* behalf, that are directed towards ensuring compliance with *CIRO requirements* and *securities laws*, and

(ii) promote compliance by the *Dealer Member*, and each *individual* acting on its behalf, with *CIRO requirements* and *securities laws*.

3911. Reserved.

3912. Responsibilities of the Chief Compliance Officer

(1) The *Chief Compliance Officer* must:

(i) establish and maintain policies and procedures to assess compliance by the *Dealer Member* and *individuals* acting on its behalf with *CIRO requirements* and *securities laws,* other than those required under subsection 3913(1),

(ii) monitor and assess compliance by the *Dealer Member* and *individuals* acting on its behalf with *CIRO requirements* and *securities laws*, and

(iii) report to the *Ultimate Designated Person* as soon as possible if there is any indication that the *Dealer Member* or any *individual* acting on its behalf may be in non-compliance with *CIRO requirements* or *securities laws*, other than those required under subsection 3913(1), and:

(a) the non-compliance creates a reasonable risk of harm to a client,

(b) the non-compliance creates a reasonable risk of harm to the capital markets, or

(c) the non-compliance is part of a pattern of non-compliance.

(2) The *Chief Compliance Officer* must have access to the *Ultimate Designated Person* and the *Dealer Member's* board of directors as necessary to carry out their responsibilities.

3913. Responsibilities of the Chief Financial Officer

(1) The *Chief Financial Officer* must:

(i) establish and maintain policies and procedures for the *Dealer Member* relating to financial *CIRO requirements,*

(ii) monitor adherence to the *Dealer Member's* policies and procedures to provide reasonable assurance that the *Dealer Member* complies with the financial *CIRO requirements*,

(iii) identify any breaches of approved capital usage limits and report them in accordance with section 4116; and

(iv) report to the *Ultimate Designated Person* as soon as possible if there is any indication that the *Dealer Member* or any *individual* acting on its behalf may be in non-compliance with the financial requirements of *CIRO* and:

(a) the non-compliance creates a reasonable risk of harm to a client,

(b) the non-compliance creates a reasonable risk of harm to the capital markets, or

(c) the non-compliance is part of a pattern of non-compliance.

(2) The *Chief Financial Officer* must have access to the *Ultimate Designated Person* and the *Dealer Member's* board of directors as necessary to carry out their responsibilities.

3914. Reserved.

3915. Report to Dealer Member's board of directors

(1) At least annually, the *Chief Compliance Officer* must provide a written report to the *Dealer Member's* board of directors for the purpose of assessing compliance by the *Dealer Member*, and its *employees* and *Approved Persons*, with *CIRO requirements* and *securities laws,* other than those required under subsection 3915(2).

(2) At least annually, the *Chief Financial Officer* must provide a written report to the *Dealer Member's* board of directors for the purpose of assessing compliance by the *Dealer Member*, and its *employees* and *Approved Persons*, with the financial *CIRO requirements* and *securities laws,* as necessary.

(3) The *Dealer Member's* board of directors must review the reports and recommendations submitted to it pursuant to section 3915 to determine the appropriate action to be taken to remedy any compliance deficiencies that are identified and must ensure that such action is taken.

(4) The *Dealer Member's* board of directors must maintain *records* of the actions it determines necessary to correct compliance problems and the monitoring done to ensure that the actions are carried out.

3916. Governance document

(1) A *Dealer Member* must file with *CIRO*:

(i) a copy of a current governance document that sets out the organizational structure and reporting relationships required under Rule 3900, and

(ii) notice of any material changes to the organizational structure and reporting relationships set out in the governance document.

3917. Annual supervisory review of financial and operational policies and procedures

(1) A *Dealer Member* must ensure that a supervisory review of its financial and operational policies and procedures is completed at least annually and that any deficiencies are identified and corrected.

3918. Supervision of shared office premises

(1) A *Dealer Member* must have policies and procedures that specifically address the supervision of *shared office premises*, as contemplated by sections 2216 through 2218, to provide reasonable assurance:

(i) compliance with *CIRO requirements*, and

(ii) the client has a clear understanding of which entity they are dealing with.

(2) A *Dealer Member* must have:

(i) adequate supervisory resources to implement its policies and procedures,

(ii) a system for communicating *CIRO requirements* relating to *employees* and *Approved Persons* at the *shared office premises*, and

(iii) a process providing reasonable assurance that *CIRO requirements* relating to *shared office premises* are understood and implemented.

3919. – 3924. Reserved.

PART B – SUPERVISION OF ALL ACCOUNTS

3925. Supervision by designated persons

(1) A *Dealer Member* must effectively supervise account activity and must take reasonable steps to provide reasonable assurance of compliance with *CIRO requirements*, *securities laws* and *applicable laws*.

(2) A *Dealer Member* must designate one or more *Supervisors* to be responsible for approving the opening of new accounts and for establishing and maintaining procedures relating to account supervision and supervising account activity, in accordance with *CIRO requirements*.

(3) The *Supervisor* must be familiar with applicable *CIRO requirements*, *securities laws* and *applicable laws* and the *Dealer Member's* policies and procedures.

(4) A *Dealer Member* must appoint one or more alternate *Supervisors* as required, to the *Supervisors* designated in subsection 3925(2), to supervise the *Dealer Member's* business and to assume the responsibility of the *Supervisor* designated in subsection 3925(2) in their absence.

3926. Account supervision policies and procedures

(1) A *Dealer Member*'s policies and procedures must specifically address account supervision, which includes its standards for the review and supervision of account activity.

(2) A *Dealer Member*'s policies and procedures must specifically address the *Dealer Member's* obligations to:

(i) identify clients that present a high risk to the *Dealer Member*,

(ii) identify clients that present a high risk of conducting improper activities in the investment markets, and

(iii) comply with all anti-money laundering and terrorist financing requirements under *applicable laws*.

(3) All policies and procedures relating to the supervision of accounts held at a *Dealer Member* and any substantive amendments to such policies and procedures, must be approved by the *Dealer Member's Chief Compliance Officer* or another appropriate *Executive*.

(4) A *Dealer Member* must provide all supervisory staff with written:

(i) procedures to be followed in reviewing account activity, and

(ii) confirmation of the *Dealer Member's* expectations of supervisory staff, with respect to their supervisory roles and responsibilities.

(5) A *Dealer Member*'s policies and procedures must include controls for accessing and amending client *records*.

(6) A *Dealer Member* must periodically review the policies and procedures used at its head office and its *business locations* to provide reasonable assurance the policies and procedures continue to be effective and reflect current legislative and regulatory requirements, as well as industry practices.

3927. Reviews of account activity

(1) A *Dealer Member* must review account activity as required by *CIRO requirements* and must take reasonable steps to provide reasonable assurance that account activity complies with *CIRO requirements*, *securities laws* and other *applicable laws* and the *Dealer Member's* policies and procedures.

(2) A *Dealer Member* must record and keep evidence of completed supervisory reviews, including details of inquiries about issues and their resolution, for the period required in section 3803.

(3) A *Dealer Member* must establish and follow procedures for the implementation of additional supervisory measures applicable to *Approved Persons* with a history of regulatory infractions or questionable conduct.

3928. – 3944. Reserved.

PART C – SUPERVISION OF RETAIL CLIENT ACCOUNTS

3945. Daily and monthly trade supervision

(1) A *Dealer Member* that has *retail client* accounts must have policies and procedures that specifically address daily and monthly supervision of trading activity in *retail client* accounts. These policies and procedures must outline actions to deal with problems or issues identified by the review.

(2) In addition to meeting the *Dealer Member's* general supervisory obligations and any relevant obligations relating to trading, the policies and procedures relating to the supervision of *retail client* accounts must, where applicable, specifically address the detection of:

(i) unsuitable trading,

(ii) undue concentration of *investment products* in a single account or across accounts,

(iii) excessive trading,

(iv) trading in restricted *securities* or transacting in *derivatives* whose underlying interest is a restricted *security*,

(v) conflict of interest between *Registered Representative, Investment Representative, Portfolio Manager* and *Associate Portfolio Manager* and client trading activity,

(vi) excessive transaction transfers and trade cancellations indicating possible unauthorized trading,

(vii) inappropriate or high-risk trading strategies,

(viii) deterioration of the quality of client holdings in an account,

(ix) excessive or improper crosses of *investment products* between clients,

(x) improper or excessive *employee* trading,

(xi) front running,

(xii) account number changes,

(xiii) late payment,

(xiv) outstanding margin calls,

(xv) undisclosed short sales,

(xvi) *manipulative and deceptive activities*, and

(xvii) insider trading.

(3) The *Dealer Member* must develop policies and procedures that specifically address supervising *retail client* accounts where a commission is not charged for trades placed by or for a client, such as fee-based accounts. These policies and procedures must:

(i) address account activity review *CIRO requirements*, and

(ii) use criteria other than commission levels.

(4) An *Investment Dealer Member* must specifically designate the following *retail client* accounts for supervision purposes:

(i) *non-client accounts*,

(ii) *discretionary accounts*,

(iii) *managed accounts*,

(iv) registered accounts, and

(v) restricted accounts.

(5) A *Mutual Fund Dealer Member* must specifically designate the following *retail client* accounts for supervision purposes:

(i) accounts where the client is a Related Person, as defined by the Income Tax Act (Canada), of the *Registered Representative* and the *Registered Representative* has full or partial control or authority over the financial affairs of the client,

(ii) leveraged accounts, and

(iii) registered accounts.

3946. Additional supervisory responsibilities

(1) In addition to transactional activity, where applicable, the *Dealer Member*'s policies and procedures must specifically address identifying, dealing with and informing the appropriate *Supervisors* of other client related matters, including:

(i) client complaints,

(ii) cash account violations,

(iii) transfers of funds and positions between unrelated accounts or between *non-client accounts* and client accounts or deposits from *non-client accounts* to client accounts, and

(iv) trading while the account is under margined.

3947. Supervision of new Registered Representatives and Investment Representatives

(1) A *Dealer Member* must closely supervise *Registered Representatives* and *Investment Representatives* dealing with *retail clients* for six months after approval, as set out in the *Registered Representative* / *Investment Representative* Monthly Supervision Report.

(2) Subsection 3947(1) does not apply if:

(i) the *Registered Representative* was previously approved, for six months or more, to advise on trades for *retail clients* for a *securities* firm that is a member of a *SRO* or a *recognized foreign regulatory organization*, or

(ii) the *Investment Representative* was previously approved for six months or more to advise on trades or to trade for *retail clients* for a *securities* firm that is a member of a *SRO* or a *recognized foreign regulatory organization.*

(3) A *Dealer Member* must complete and keep a copy of every *Registered Representative* / *Investment Representative* Monthly Supervision Report for *CIRO's* inspection.

3948. Supervision of suitability determination obligations

(1) A *Dealer Member* must supervise each *Registered Representative*, *Investment Representative*, *Portfolio Manager* and *Associate Portfolio Manager* to confirm that they are complying with their responsibilities relating to the suitability determination to *retail clients* under Rule 3400.

3949. Reserved.

PART D – SUPERVISION OF INSTITUTIONAL CLIENT ACCOUNTS

3950. Supervisory policies and procedures for institutional client accounts

(1) A *Dealer Member* that offers *institutional client* accounts must have policies and procedures that specifically address the supervision and review of trading activity in *institutional client*s' accounts. These policies and procedures must outline the actions to deal with problems or issues identified from supervisory reviews.

(2) In addition to meeting the *Dealer Member's* general supervisory obligations, including any relevant obligations relating to trading in *investment products* and the policies and procedures relating to the supervision of *institutional client* accounts must specifically address detecting improper or suspicious account activity including:

(i) *manipulative and deceptive activities*,

(ii) trading in securities on the *Dealer Member's* restricted list,

(iii) transacting in *derivatives* whose underlying interest is on the *Dealer Member's* restricted list,

(iv) front running by *employee* or proprietary accounts,

(v) trading in *securities* that have restrictions on their transfer,

(vi) transacting in *derivatives* whose underlying interest has restrictions on their transfer, and

(vii) exceeding *derivative* position or exercise limits.

3951. Supervision of suitability determination obligations

(1) A *Dealer Member* must supervise each *Registered Representative*, *Investment Representative*, *Portfolio Manager* and *Associate Portfolio Manager* to confirm their compliance with their responsibilities relating to the suitability determination to *institutional clients* under section 3403.

3952. –3954. Reserved.

PART E – SUPERVISION OF ORDER EXECUTION ONLY ACCOUNTS

3955. Supervision of order execution only accounts

(1) An *Investment Dealer Member* that is approved by *CIRO* to provide *order execution only accounts* within a separate legal entity or within a separate business unit must have policies and procedures in place to:

(i) meet the *Investment Dealer Member's* general supervisory obligations and any relevant obligations relating to transacting in *investment products*,

(ii) ensure that clients are not provided with recommendations because the client has an account with:

(a) a separate legal entity of the *Investment Dealer Member*,

(b) a separate business unit of the *Investment Dealer Member,* or

(c) the *Investment Dealer Member* itself, and

(iii) to review customer trading and accounts for those concerns listed in Rule 3900, other than those relating to the suitability requirements.

(2) The *Investment Dealer Member's*, or separate business unit of the *Investment Dealer Member*, policies and procedures relating to review of client trading must specifically address the risks associated with the method of order entry and the absence of intermediation by *employees* of the *Investment Dealer Member*.

(3) The *Investment Dealer Member* or separate business unit of the *Dealer Member* must maintain an audit trail of all supervisory reviews as required in Rule 3900.

(4) The *Investment Dealer Member* or separate business unit of the *Dealer Member* must have sufficient supervisory resources allocated at head office and branch levels to effectively implement the supervisory procedures required under section 3955.

3956. – 3959. Reserved.

PART F – SUPERVISION OF DERIVATIVES ACCOUNTS

3960. Supervision of derivatives accounts

(1) An *Investment Dealer Member* that has *derivatives* accounts must, where applicable:

(i) appoint a *Supervisor* to be responsible for the supervision of its activities that involve options contracts or similar *derivatives*, and

(ii) appoint a *Supervisor* to be responsible for the supervision of its activities that involve futures contracts, forward contracts, contracts for difference, futures contract options or similar *derivatives*.

(2) The *Investment Dealer Member* must appoint one or more alternate *Supervisors* if necessary to ensure continuous supervision of each relevant *derivatives* activities.

(3) An alternate *Supervisor* must assume all or part of the *Supervisor's* responsibilities if:

(i) the relevant *Supervisor* is absent or unable to carry out their duties, or

(ii) an activity requires additional qualified *individuals* to supervise the *Investment Dealer Member's derivatives* account-related activities.

(4) The *Supervisors* must have the qualifications and experience required to supervise the relevant *Investment Dealer Member's derivatives* account-related activities.

(5) The *Investment Dealer Member* must have policies and procedures that specifically address the supervision and operation of *derivatives* accounts to provide reasonable assurance of compliance with *CIRO requirements*.

(6) The *Investment Dealer Member* must identify *derivatives* accounts in its *records* to allow supervision of the *derivatives* accounts in accordance with *CIRO requirements*.

3961. Responsibility of Supervisors for derivatives accounts

(1) The *Supervisors* are responsible for:

(i) approving new *derivatives* accounts and the *derivatives* trading agreements signed by the client, and

(ii) ensuring that the handling of *derivatives* accounts complies with *CIRO requirements*.

(2) The relevant *Supervisors* must determine whether the risk characteristics of the strategies the client intends to use are appropriate for the client and in keeping with their personal and financial circumstances, investment needs and objectives, investment knowledge, risk profile, investment time horizon and puts the client's interest first. If they are not, the *Supervisors* should restrict the account from using inappropriate strategies and note on the *derivatives* account approval any trading restrictions imposed and communicate those restrictions to the *Registered Representative, Portfolio Manager* or *Associate Portfolio Manager* assigned to the account.

(3) The *Investment Dealer Member* must maintain a record of the relevant *Supervisor's* approvals in accordance with the record retention requirements in section 3803.

(4) The requirements set out in subsection 3961(2) do not apply to *order execution only accounts*.

3962. Supervision of retail derivatives accounts

(1) The *Supervisors* for retail *derivatives* accounts are responsible for:

(i) reviewing and approving client loss limits when they are set annually or updated, taking into consideration previous losses,

(ii) ensuring that all recommendations made for an account are and continue to be suitable for the client and

(iii) putting the client's interest first.

(2) The *Investment Dealer Member* must ensure that *Registered Representatives*, *Investment Representatives, Portfolio Managers* and *Associate Portfolio Managers* only trade in or advise on those *derivatives* included in their approval category.

(3) On a daily and monthly basis, the *Supervisor* must review all *derivatives* accounts that are designated as *discretionary accounts* and *managed accounts*.

(4) The *Investment Dealer Member* must have *policies* and procedures that specifically address notifying clients of:

(i) approaching expiry dates,

(ii) significant changes in *derivatives* resulting from changes in the underlying interest,

(iii) any changes in the *Investment Dealer Member's* business policy, and

(iv) any new developments in the trading or regulation of *derivatives* that may impact clients.

(5) The *Investment Dealer Member* must have policies and procedures that specifically:

(i) require the *Supervisor* to approve the solicitation of clients to use *derivatives* programs, as well as clients' actual use of *derivatives,*

(ii) prevent a client from transacting in *derivatives* without executing a *derivatives* trading agreement with the *Dealer Member*,

(iii) address the handling of futures contracts, forward contracts and similar *derivatives* with pending delivery months,

(iv) address detection of *derivatives* trading by a client who is an insider of a reporting issuer or any other issuer whose *securities* are publicly traded to avoid insider trading restrictions,

(v) prevent a *retail client* from holding contracts for difference or similar *derivatives* positions representing more than 0.5% of the float of a reporting issuer or any other issuer whose *securities* are publicly traded on an intra day or short term basis, and

(vi) prohibit the offering of contracts for difference or similar *derivatives* to a *retail client* that confer the right or obligation to acquire or deliver the underlying interest or confer any other rights of shareholders, such as voting rights.

3963. Supervision of retail derivatives account trading activity

(1) In addition to *CIRO requirements* relating to account supervision, the *Investment Dealer Member's* policies and procedures must specifically address the review of *derivative* transactions to detect the following:

(i) excessive intra-day and short-term transactions,

(ii) transacting while the account is under-margined,

(iii) transacting beyond margin or credit limits,

(iv) cumulative losses exceeding approved client loss limits in accounts determined in accordance with clause 3252(1)(vii) and subsection 3252(2),

(v) exceeding *derivative* position or exercise limits,

(vi) speculative transactions in hedging accounts,

(vii) transactions in *derivatives* whose underlying interest is on the *Dealer Member's* restricted list,

(viii) transactions in *derivatives* whose underlying interest has restrictions on their transfer,

(ix) transacting in *derivatives* to avoid insider trading restrictions,

(x) exposures arising out of uncovered *option* positions, and

(xi) exposures to delivery obligations through the holding of futures contracts, forward contracts and similar *derivatives* into the delivery month.

(2) Accounts must be selected for review using criteria that provides reasonable assurance of detecting improper trading activity.

3964. Access to Approved Persons qualified in derivatives

(1) The *Investment Dealer Member*'s policies and procedures must specifically address that *derivatives* clients have access, during normal business hours, to a *Registered Representative*, *Investment Representative, Portfolio Manager* or *Associate Portfolio Manager* qualified to deal in, where applicable:

(i) options contracts and similar *derivative*s, or

(ii) futures contracts, forward contracts, contracts for difference, futures contract options or similar *derivatives*, or

(iii) all *derivatives*.

3965. - 3969. Reserved.

PART G – SUPERVISION OF DISCRETIONARY ACCOUNTS AND MANAGED ACCOUNTS

3970. Supervision of discretionary accounts

(1) An *Investment Dealer Member* that has *discretionary accounts* must appoint a *Supervisor* to be responsible for the supervision of *discretionary accounts*,

(2) The *Investment Dealer Member* must appoint one or more alternate *Supervisors* if necessary to ensure continuous supervision of each relevant discretionary activities.

(3) An alternate *Supervisor* must assume all or part of the *Supervisor's* responsibilities if:

(i) the relevant *Supervisor* is absent or unable to carry out their duties, or

(ii) an activity requires additional qualified *individuals* to supervise the *Investment Dealer Member's discretionary account*-related activities.

(4) The *Supervisors* must have the qualifications and experience required to supervise the relevant *Investment Dealer Member's discretionary account*-related activities.

(5) The *Investment Dealer Member* must have policies and procedures that specifically address the supervision and operation of *discretionary accounts* to provide reasonable assurance of compliance with *CIRO requirements*.

(6) The *Investment Dealer Member* must identify *discretionary accounts* in its *records* to allow supervision of the *discretionary* accounts in accordance with *CIRO requirements*.

3971. Responsibility of Supervisors for discretionary accounts

(1) The *Supervisors* are responsible for:

(i) approving new *discretionary accounts* and the *discretionary account* agreement signed by the client, and

(ii) ensuring that the handling of *discretionary accounts* complies with *CIRO requirements*.

(2) The *Supervisor* responsible for *discretionary accounts* must review the financial performance of each *discretionary account* at least monthly.

(3) As part of the review in subsection 3971(2), the *Supervisor* must also review *discretionary accounts* to determine if the *Registered Representative*, authorized to affect trades for the

discretionary account should continue to do so, based on the *Supervisor's* assessment of the *discretionary account's* financial performance.

(4) The *Supervisor* responsible for *discretionary accounts* must not delegate the performance of the reviews required in subsections 3971(2) and 3971(3) to any other *person*.

(5) The *Supervisor* must review any discretionary order initiated in a *discretionary account* by a *Registered Representative* prior to the order being entered unless:

(i) the *Registered Representative* has been approved as a *Portfolio Manager,* or

(ii) the *Registered Representative* is also an *Executive*, and

(iii) the *Supervisor* reviews the order no later than one *business day* after the trade was made.

(6) The *Supervisor* must review any discretionary order initiated for a *discretionary account* by an *Executive* who is approved as a *Portfolio Manager,* no later than the day after the trade was made.

(7) The *Investment Dealer Member* must maintain a record of the relevant *Supervisor's* approvals in accordance with the record retention requirements in section 3803.

3972. Supervision of managed accounts

(1) An *Investment Dealer Member* that has *managed accounts* must appoint a *Supervisor* to be responsible for the supervision of *managed accounts*,

(2) The *Investment Dealer Member* must appoint one or more alternate *Supervisors* if necessary to ensure continuous supervision of each relevant managed activities.

(3) An alternate *Supervisor* must assume all or part of the *Supervisor's* responsibilities if:

(i) the relevant *Supervisor* is absent or unable to carry out their duties, or

(ii) an activity requires additional qualified *individuals* to supervise the *Investment Dealer Member's managed account*-related activities.

(4) The *Supervisors* must have the qualifications and experience required to supervise the relevant *Investment Dealer Member's managed account*-related activities.

(5) The *Investment Dealer Member* must have policies and procedures that specifically address the supervision and operation of *managed accounts* to provide reasonable assurance of compliance with *CIRO requirements*.

(6) The *Investment Dealer Member's* policies and procedures dealing with the supervision of *managed account*s must specifically address:

(i) identifying when a *Portfolio Manager* or sub-adviser, as described in section 3279, has contravened *managed account* conflict of interest related requirements set out in section 3280,

(ii) ensuring fairness in the allocation of investment opportunities among its *managed accounts*, and

(iii) the direct supervision of any *Associate Portfolio Manager* that provides discretionary management to *managed accounts,* including a prohibition on the *Associate Portfolio Manager* providing advice unless the advice has been approved by a *Portfolio*

Manager at the *Investment Dealer Member* prior to the *Associate Portfolio Manager* providing the advice.

(7) Supervision of the *Associate Portfolio Manager* must be conducted by:

(i) a *Portfolio Manager* at the *Investment Dealer Member* or another *Investment Dealer Member* who is authorized to provide discretionary management to *managed accounts* and who is not in the period of close supervision, or

(ii) a *person* registered as an advisor under *securities laws* who has entered into a contract with the *Investment Dealer Member* to provide the supervision.

(8) The *Investment Dealer Member* must identify *managed accounts* in its *records* to allow supervision of the *managed* accounts in accordance with *CIRO requirements*.

3973. Responsibility of Supervisors for managed accounts

(1) The *Supervisors* are responsible for:

(i) approving new *managed accounts* and the *managed account* agreement signed by the client, and

(ii) ensuring that the handling of *managed accounts* complies with *CIRO requirements*.

(2) The *Investment Dealer Member* must maintain a record of the relevant *Supervisor's* approvals in accordance with the record retention requirements in section 3803.

3974. Managed account committee

(1) An *Investment Dealer Member* that has *managed accounts* must establish a *managed account* committee that includes at least one *Supervisor* responsible for *managed accounts* and the *Chief Compliance Officer*. The committee must, at least annually:

(i) review the *Investment Dealer Member's* policies and procedures dealing with the supervision of *managed accounts*, and

(ii) recommend to senior management appropriate actions necessary to achieve compliance with *CIRO requirements* and *securities laws*, applicable to *managed accounts*.

3975. Managed account review

(1) In addition to *CIRO requirements* relating to account supervision, the *Supervisor* under subsection 3972(1) must review each *managed account* quarterly to provide reasonable assurance that:

(i) the client's investment objectives are being pursued, and

(ii) the handling of each of the *managed accounts* complies with *CIRO requirements*.

(2) If the investment decisions for a *managed account* are made centrally and apply to a number of *managed accounts*, the quarterly review may be done at an aggregate level, subject to minor variations to allow for client directed investment restrictions and the timing of client cash flows into the *managed account*.

3976. – 3999. Reserved.

SERIES 4000 | DEALER MEMBER FINANCIAL AND OPERATIONAL RULES

RULE 4100 | GENERAL DEALER MEMBER FINANCIAL STANDARDS – MINIMUM CAPITAL, EARLY WARNING, FINANCIAL REPORTS AND AUDITORS

4101. Introduction

(1) Rule 4100 sets out the following *Dealer Member* general financial requirements:

Part A - Minimum capital level and related requirements
[sections 4110 through 4120]

Part B - Early warning tests and related requirements
[sections 4130 through 4138]

Part C - Regulatory financial report filing requirements
[sections 4150 through 4153]

Part D - Appointment of auditors and audit requirements
[sections 4170 through 4192]

4102. - 4109. Reserved.

PART A – MINIMUM CAPITAL LEVEL AND RELATED REQUIREMENTS

4110. Introduction

(1) Part A of Rule 4100 sets out general *CIRO requirements* for:

(i) minimum capital levels,

(ii) maintaining at all times a positive *risk adjusted capital* amount,

(iii) averting, reporting and remedying any negative *risk adjusted capital* situations,

(iv) calculating its current *risk adjusted capital* amount,

(v) maintaining and utilizing a capital adequacy reporting system, and

(vi) consolidating its financial position reporting with *related companies*.

4111. Minimum capital levels

(1) A *Dealer Member* must maintain at all times a minimum capital amount for the purposes of calculating *risk adjusted capital.*

(2) A *Mutual Fund Dealer Member*'s minimum capital amount is based on designated levels as follows:

Dealer Level	Description
(i) Level 1 Dealer	A *Mutual Fund Dealer Member* that is: (a) an *introducing broker* which complies with the requirements in sections 2407 and 2430, (b) not a Level 2, 3 or 4 Dealer, and (c) not otherwise registered in any other category of registration under *securities laws*.
(ii) Level 2 Dealer	A *Mutual Fund Dealer Member* that does not hold or control client cash, *securities* or other property.

Dealer Level	Description
(iii) Level 3 Dealer	A *Mutual Fund Dealer Member* that does not hold or control client *securities* or other property except client cash in a trust account.
(iv) Level 4 Dealer	A *Mutual Fund Dealer Member* that: (a) holds or controls client cash, *securities* or other property, and (b) is not a Level 3 Dealer.

(3) The minimum capital amount for:

(i) a *Mutual Fund Dealer Member* is:

(a) $25,000 for a *Mutual Fund Dealer Member* designated as a Level 1 Dealer,

(b) $50,000 for a *Mutual Fund Dealer Member* designated as a Level 2 Dealer that is not registered as an investment fund manager under *securities laws,*

(c) $75,000 for a *Mutual Fund Dealer Member* designated as a Level 3 Dealer that is not registered as an investment fund manager under *securities laws,*

(d) $100,000 for a *Mutual Fund Dealer Member* designated as a Level 2 or 3 Dealer that is also registered as an investment fund manager under *securities laws*,

(e) $200,000 for a *Mutual Fund Dealer Member* designated as a Level 4 Dealer that does not use client free credit cash balances within their operations or offer margin accounts to clients,

(f) $250,000 for a *Mutual Fund Dealer Member* designated as a Level 4 Dealer that uses client free credit cash balances within their operations or offers margin accounts to clients,

and

(ii) an *Investment Dealer Member* is:

(a) $75,000 for an *Investment Dealer Member* that is a Type 1 *introducing broker,* and

(b) $250,000 for an *Investment Dealer Member* that is not a Type 1 *introducing broker*.

4112. Maintaining a positive risk adjusted capital amount

(1) A *Dealer Member* must at all times maintain a *risk adjusted capital* amount of greater than zero.

4113. Negative risk adjusted capital and other early warning test failure situations

(1) The *Chief Financial Officer* and *Ultimate Designated Person* must take prompt action to:

(i) avert or remedy any projected or actual negative *risk adjusted capital* situations,

(ii) report to *CIRO* any actual negative *risk adjusted capital* situations,

(iii) report to *CIRO* any early warning test failure situations that could require the *Dealer Member* to be designated in early warning level 1 or level 2, and

(iv) report to *CIRO* any circumstances from which it should be apparent that there would be early warning test failures that could require the *Dealer Member* to be designated in early warning level 1 or level 2 if the *Dealer Member* had complied with the requirements of Rule 4100 and performed the early warning test calculations.

4114. Calculating current risk adjusted capital amount - general requirements

(1) A *Dealer Member* must calculate its *risk adjusted capital* amount according to the requirements specified in Form 1 and any other *CIRO requirements*.

(2) A *Dealer Member* must know its current *risk adjusted capital* amount by computing it as often as necessary to ensure it has adequate regulatory capital at all times. The *Dealer Member* must also comply with weekly, monthly and annual calculation and documentation requirements in Rule 4100.

4115. Calculating current capital position

(1) The *Chief Financial Officer* or designate must document that they have:

(i) received management reports produced by the *Dealer Member's* accounting system showing information relevant to estimating the *Dealer Member's risk adjusted capital* amount,

(ii) obtained other information about items that, while perhaps not yet recorded in the accounting system, are likely to significantly affect the *Dealer Member's risk adjusted capital* amount (for instance, bad and doubtful debts, unreconciled positions, underwriting and inventory commitments and margin requirements),

(iii) calculated the *Dealer Member's risk adjusted capital* amount, compared it to planned and prior period capital levels, and reported adverse trends or variances to the *Ultimate Designated Person*,

(iv) performed the early warning liquidity and capital test calculations for the *Dealer Member* and determined whether or not the *Dealer Member* has or may have violated any of these tests, and

(v) performed the early warning profitability test calculations for the *Dealer Member* where the *Dealer Member* has experienced a significant month-to-date loss, and determined whether or not the *Dealer Member* has or may have violated this test.

(2) The *Chief Financial Officer* or designate must document and calculate the current capital position under section 4115(1):

(i) at least weekly, for a Level 4 Dealer or an *Investment Dealer Member*, or

(ii) at least twice per month, for a Level 1, 2 or 3 Dealer,

but more frequently if required, including but not limited to instances where the *Dealer Member* is close to violating an early warning test or volatile market conditions exist.

4116. Calculating current capital position - monthly documentation and reconciliation

(1) A *Dealer Member* must generate monthly trial balances and prepare regulatory capital computations based on its current ledger accounts to:

(i) check on status and accuracy of those ledger accounts, and

(ii) keep itself informed of its *risk adjusted capital* amount as required under Part A of Rule 4100.

(2) The *Chief Financial Officer* or designate must document that they have at least monthly, performed the early warning liquidity, capital and profitability test calculations for the *Dealer Member* and determined whether or not the *Dealer Member* has violated this test.

(3) The preliminary month-end estimate of the *Dealer Member's risk adjusted capital* amount must be reconciled to the final *risk adjusted capital* amount reported as part of the *Dealer Member's monthly financial report*. Material discrepancies must be investigated and steps taken to avoid re-occurrence.

4117. Dealer Member capital adequacy reporting system - adequate policies and procedures

(1) A *Dealer Member* must:

(i) have policies and procedures that specifically address timely, complete and accurate *records*,

(ii) maintain a capital adequacy reporting system:

(a) based on timely, complete and accurate accounting *records*,

(b) that reflects projected capital requirements resulting from current and planned business activities in each of its major functional areas (for instance, capital markets, principal trading, borrowing/lending),

(c) that includes senior management approved capital usage limits for each of these functional areas that provides for reasonable assurance its combined operations maintain adequate intra-day and end of day *risk adjusted capital* amounts, and

(d) that identifies and informs senior management of breaches of approved capital usage limits. The *Chief Financial Officer* is responsible for identifying any breaches and reporting them to the *Dealer Member's* appropriate *Executives*,

(iii) monitor and act on information produced by its capital adequacy reporting system so that it maintains at all times a positive *risk adjusted capital* amount as prescribed by *CIRO requirements*,

(iv) identify and implement changes, on an ongoing basis, to its capital adequacy reporting system required to reflect developments in its business or in regulatory requirements, and

(v) perform and document, at least annually, a supervisory review of its capital adequacy reporting system.

(2) A *Dealer Member's Chief Financial Officer* must continuously monitor the *Dealer Member's risk adjusted capital* amount to ensure that the *Dealer Member* maintains at all times a positive *risk adjusted capital* amount as prescribed by *CIRO requirements.*

4118. Consolidation of financial position with related companies

(1) In calculating its *risk adjusted capital*, a *Dealer Member* may consolidate its financial position with the financial position of any of its *related companies* if:

(i) *CIRO* has provided the *Dealer Member* with prior written approval of the consolidation,

(ii) the *Dealer Member* has guaranteed the obligations of the *related company* and the *related company* has guaranteed the obligations of the *Dealer Member*,

(iii) the *guarantees* are:

(a) in a form acceptable to *CIRO*, and

(b) unlimited in amount,

and

(iv) the consolidation meets the requirements in subsection 4118(2).

(2) A *Dealer Member* consolidating its financial position with a *related company* under subsection 4118(1) must comply with the following requirements or with other requirements acceptable to *CIRO*:

(i) eliminate inter-company accounts between the *Dealer Member* and the *related company*,

(ii) eliminate any minority interests in the *related company* from the *Dealer Member's* capital calculation, and

(iii) combine *Dealer Member* and *related company* financial information prepared as at the same date.

4119. Options for calculating risk adjusted capital available to well-capitalized Dealer Members

(1) A *Dealer Member*, whose *risk adjusted capital*, *early warning excess* and *early warning reserve* amounts are substantially in excess of that required under *CIRO requirements*, may apply requirements more stringent than *CIRO* capital computation requirements and thereby omit certain documentation in support of the computation. For example, when calculating *risk adjusted capital*:

(i) inventories can be grouped into broader margin categories and maximum margin rates applied,

(ii) margin requirement reductions for offset positions recognized elsewhere in *CIRO requirements* can be ignored, and

(iii) assets partly allowable or of questionable value can be excluded entirely.

4120. Dealer Member guarantees

(1) Any *guarantee* provided by a *Dealer Member* must be of a fixed or determinable amount, unless the *guarantee* is given to a *related company* in accordance with section 2206.

4121. - 4129. Reserved.

PART B - EARLY WARNING TESTS AND RELATED REQUIREMENTS

4130. Introduction

(1) Part B of Rule 4100 describes the early warning system that alerts *CIRO* to a *Dealer Member's* financial or operational problems. It also sets out the process *CIRO* follows and the requirements that *Dealer Members* must comply with to resolve *early warning test violation* situations before they worsen.

(2) A *Dealer Member* has a responsibility to:

(i) monitor for *early warning test violations*,

(ii) avoid the potential for *early warning test violations*, and

(iii) report *early warning test violations* to *CIRO* when they occur.

4131. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 4100:

"average monthly loss" *(perte mensuelle moyenne)*	The sum of the *Dealer Member's* monthly *profit* and *loss* amounts for a particular period divided by the number of months in the period and the result is a loss.
"early warning test violation" *(transgression d'un contrôle lié au signal précurseur)*	A violation that has occurred because: (i) a Level 1, 2 or 3 Dealer has failed an early warning test as set out in Schedule 15 of Form 1, or (ii) a Level 4 Dealer or an *Investment Dealer Member* has failed an early warning test as set out in Schedules 16 and 16A of Form 1.
"loss" *(perte)*	The *Dealer Member's* loss, if any, for early warning test purposes as set out in Statement D of Form 1.
"profit" *(profit)*	The *Dealer Member's* profit, if any, for early warning test purposes as set out in Statement D of Form 1.

4132. Early warning designation, levels and tests

(1) A Level 1, 2 or 3 Dealer is designated as being in early warning level 1 if at any time it has violated any one of the following tests:

Early warning tests	Early warning level 1
Liquidity test	*Mutual Fund Dealer Member's early warning excess* is less than zero.
Capital test	*Mutual Fund Dealer Member's risk adjusted capital* is less than zero.
Profitability test #1	*Mutual Fund Dealer Member's* current month *risk adjusted capital* is less than the *loss* for the most recent quarter.
Profitability test #2	*Mutual Fund Dealer Member's* current month *risk adjusted capital* is less than the *loss* for the most recent 6 months.
Frequency	*Mutual Fund Dealer Member* has been designated as being in any early warning, excluding discretionary early warnings, two or more times in the preceding twelve months.

(2) A Level 4 Dealer or an *Investment Dealer Member* is designated as being in early warning level 1 or level 2 if at any time it has violated any one of the following tests:

Early warning tests	Early warning level 1	Early warning level 2
Liquidity test	*Dealer Member's early warning reserve* is less than zero.	*Dealer Member's early warning excess* is less than zero.
Capital test	*Dealer Member's risk adjusted capital* is less than 5% of its *total margin required*.	*Dealer Member's risk adjusted capital* is less than 2% of its *total margin required*.
Profitability test #1	*Dealer Member's* current month *risk adjusted capital* is less than six times but greater than or equal to three times the absolute value of its *average monthly loss*, if any, for the	*Dealer Member's* current month *risk adjusted capital* is less than three times the absolute value of its *average monthly loss*, if any, for the

Early warning tests	Early warning level 1	Early warning level 2
	six-month period ending with the current month, **and** *Dealer Member's* preceding month *risk adjusted capital* is less than six times the absolute value of its *average monthly loss*, if any, for the six-month period ending with the preceding month.	six-month period ending with the current month, **and** *Dealer Member's* preceding month *risk adjusted capital* is less than six times the absolute value of its *average monthly loss*, if any, for the six-month period ending with the preceding month.
Profitability test #2	*Dealer Member's* current month *risk adjusted capital* is less than six times the absolute value of its *loss*, if any, for the current month.	*Dealer Member's* current month *risk adjusted capital* is less than three times the absolute value of its *loss*, if any, for the current month.
Profitability test #3	Not applicable	*Dealer Member's* current month *risk adjusted capital* is less than the absolute value of its *loss*, if any, for the three month period ending with the current month.
Frequency	Not applicable	*Dealer Member* has been designated as being in any early warning, excluding discretionary early warnings, three or more times in the preceding six months, **or** *Dealer Member* has failed an early warning level 1 profitability test and at the same time has also failed either an early warning level 1 liquidity or capital test.

4133. Early warning related requirements

(1) When a *Dealer Member* has been designated as being in early warning level 1 or level 2, because of an *early warning test violation* under section 4132, the following actions must be taken:

	Early warning level 1	Early warning level 2
Notifying CIRO in writing	The *Dealer Member's Ultimate Designated Person* and *Chief Financial Officer* must immediately deliver a letter to *CIRO* detailing: (i) the early warning tests in section 4132 that have been violated, (ii) the identified problems that resulted in the test violation,	The *Dealer Member's Ultimate Designated Person* and *Chief Financial Officer* must immediately deliver a letter to *CIRO* detailing: (i) the early warning tests in section 4132 that have been violated, (ii) the identified problems that resulted in the test violation,

	Early warning level 1	Early warning level 2
	(iii) the *Dealer Member's* proposed plan to rectify the problems identified, and (iv) the *Dealer Member's* acknowledgement that it is in early warning level 1 and that the restrictions in section 4135 apply. The *Dealer Member* must send a copy of the notification letter to its auditor and the *Investor Protection Fund*.	(iii) the *Dealer Member's* proposed plan to rectify the problems identified, and (iv) the *Dealer Member's* acknowledgement that it is in early warning level 2 and that the restrictions in section 4135 apply. The *Dealer Member* must send a copy of the notification letter to its auditor and the *Investor Protection Fund*.
Meeting with CIRO	Not applicable	The *Dealer Member's Ultimate Designated Person* and *Chief Financial Officer* must meet with *CIRO* to present the *Dealer Member's* plan for rectifying the identified problems.
Taking required actions	The *Dealer Member* must: (i) file a *monthly financial report* required under section 4151 within 15 *business days* after the end of each month or on any earlier day that *CIRO* considers practicable, (ii) provide any other information that *CIRO* requests, and (iii) comply with the business restrictions in section 4135.	The *Dealer Member* must: (i) file a weekly capital report with the same information as a *monthly financial report* within five *business days* after the end of each week or on any earlier day that *CIRO* considers practicable, (ii) file a weekly report, in a *CIRO* prescribed form, of its aged *segregation* deficiencies and an outline of its plan to correct them according to sections 4321 through 4326, (iii) file a business plan for such period and covering such matters as *CIRO* specifies, (iv) file its next *monthly financial report* required under section 4151 within 10 *business days* after the end of each month or any earlier day that *CIRO* considers practicable, (v) provide any other information that *CIRO* requests, and (vi) comply with the business restrictions in section 4135.
Responding to CIRO's letter	*CIRO* will send a letter to a *Dealer Member* in early warning level 1 confirming that the *Dealer Member*	*CIRO* will send a letter to a *Dealer Member* in early warning level 2 confirming that the *Dealer Member*

	Early warning level 1	Early warning level 2
	has been designated as being in early warning level 1 and requesting information from the *Dealer Member*. A *Dealer Member* will respond to *CIRO's* early warning letter within five *business days*: (i) with the requested information, **or** (ii) acknowledging it will submit the information promptly, **and** (iii) with an update on the *Dealer Member's* early warning situation if any material circumstances have changed. The *Dealer Member* must send copies of its response letter to its auditor and the *Investor Protection Fund*.	has been designated as being in early warning level 2 and requesting information from the *Dealer Member*. A *Dealer Member* will respond to *CIRO's* early warning letter within five *business days*: (i) with the requested information, **or** (ii) acknowledging it will submit the information promptly, **and** (iii) with an update on the *Dealer Member's* early warning situation if any material circumstances have changed. The *Dealer Member* must send copies of its response letter to its auditor and the *Investor Protection Fund*.
On-site reviewing of the Dealer Member's procedures	*CIRO* will as soon as practicable: (i) conduct an on-site review of the *Dealer Member's* procedures for monitoring capital on daily basis, and (ii) prepare a report as to the results of the review.	*CIRO* will as soon as practicable: (i) conduct an on-site review of the *Dealer Member's* procedures for monitoring capital on daily basis, and (ii) prepare a report as to the results of the review.
Reimbursing CIRO for costs	*CIRO* may require a *Dealer Member* to pay reasonable costs and expenses incurred to administer the *Dealer Member's* early warning situation under Rule 4100.	*CIRO* may require a *Dealer Member* to pay reasonable costs and expenses incurred to administer the *Dealer Member's* early warning situation under Rule 4100.

4134. Discretion to designate a Dealer Member as being in early warning

(1) *CIRO* may designate a *Dealer Member* as being in early warning level 1 or 2, if at any time, the condition of the *Dealer Member* is not satisfactory for any reason, including:

(i) financial or operating difficulties,

(ii) problems arising from a record-keeping conversion or significant changes in clearing methods,

(iii) issues related to being a new *Dealer Member*, or

(iv) lateness in any filing or reporting required by *CIRO*.

4135. Restrictions on a Dealer Member in early warning

(1) A *Dealer Member* designated as being in early warning level 1 or 2 must obtain *CIRO's* written consent before:

(i) reducing its capital in any way, including by share redemption, re-purchase or cancellation,

(ii) reducing any of its *CIRO* approved subordinated indebtedness,

(iii) incurring any direct or indirect loan, advance, bonus, dividend, capital or other payments or distributions of assets to any *Director*, *officer*, partner, shareholder, *related company*, *affiliate* or *associate*, or

(iv) incurring any commitments to increase its non-allowable assets.

4136. Additional restrictions

(1) *CIRO* may impose any of the following additional restrictions on a Level 4 Dealer or an *Investment Dealer Member* in early warning:

Early warning level 1	Early warning level 2
None	(i) Reducing the amount of clients' *free credit balances* that the *Dealer Member* or its *carrying broker* may use under Part C of Rule 4300, to an amount *CIRO* considers desirable. (ii) Prohibiting the *Dealer Member* from opening new branch offices, hiring any new *Registered Representatives, Investment Representatives*, *Portfolio Managers* or *Associate Portfolio Managers,* opening any new client accounts, or changing in any material way the *Dealer Member's* inventory positions.

(2) *CIRO* may impose the following additional restrictions on a Level 1, 2 or 3 Dealer in early warning:

Early warning level 1	Early warning level 2
(i) Prohibiting the *Mutual Fund Dealer Member* from opening new branch offices, hiring any new *Approved Persons,* opening any new client accounts, or changing in any material way the *Mutual Fund Dealer Member's* inventory positions.	N/A

(3) For the restrictions under early warning level 2 part (ii) of subsection 4136(1) and early warning level 1 part (i) of subsection 4136(2), *CIRO* must provide the *Dealer Member* with a written notice of the order imposing additional restrictions on the *Dealer Member*.

(4) Review of early warning level prohibitions

(i) The *Dealer Member* may request a *hearing panel* review of a subsection 4136(3) order within three *business days* after release of the decision.

(ii) If a request for review is made, the *hearing* shall be held as soon as reasonably possible and no later than 21 days after the request for review, unless otherwise agreed by the parties. The *hearing panel* review shall be conducted in accordance with the requirements set out in Rule 9300.

(iii) If a *Dealer Member* does not request a review within the time period prescribed in clause 4136(4)(i), the subsection 4136(3) order becomes effective and final.

4137. Prohibited transactions

(1) A *Dealer Member* must not enter into any transaction that would cause the *Dealer Member* to be in early warning unless it first notifies *CIRO* in writing of its intention to do so and receives *CIRO's* written approval.

4138. Lifting an early warning designation

(1) A *Dealer Member* will remain designated as being in early warning level 1 or 2 until *CIRO* confirms in writing that the early warning designation has been lifted. *CIRO* will lift the early warning designation when the *Dealer Member* files a *monthly financial report*, or submits such other evidence or assurances, that satisfies *CIRO* that the *Dealer Member* has solved the problems that placed it in early warning.

4139. - 4149. Reserved.

PART C - REGULATORY FINANCIAL REPORT FILING REQUIREMENTS

4150. Introduction

(1) Part C of Rule 4100 sets out a *Dealer Member's* financial reporting obligations. Financial reporting enables *CIRO* to monitor a *Dealer Member's* financial position and compliance with *CIRO requirements* relating to regulatory capital, as well as to receive an early indication of any deterioration in that position.

4151. Dealer Member financial filings

(1) A *Dealer Member* must file:

(i) an audited Form 1 for its fiscal year within:

(a) seven weeks following year-end, if it is a *Mutual Fund Dealer Member* that offers margin lending to clients or an *Investment Dealer Member*,

(b) 90 days following year-end, if it is a *Mutual Fund Dealer Member* that does not offer margin lending to clients,

and

(ii) a *monthly financial report* for each calendar month within 20 *business days* following month-end,

in accordance with *CIRO requirements*.

4152. Extending deadline for financial filings

(1) A *Dealer Member* may request an extension of time for filing its *monthly financial report* by writing to *CIRO*.

(2) A *Dealer Member's auditor* may request an extension of time for filing the *Dealer Member's* annual Form 1 by writing to *CIRO*.

(3) *CIRO* may grant an extension under subsections 4152(1) and 4152(2) if it considers the request to be appropriate in the circumstances.

4153. Late filing fee

(1) A *Dealer Member* must pay a fee, even when an extension is granted, to *CIRO* if it does not file a document or information required under Part C of Rule 4100 within the time prescribed by *CIRO*.

4154. - 4169. Reserved.

PART D - APPOINTMENT OF AUDITORS AND AUDIT REQUIREMENTS

4170. Introduction

(1) Part D of Rule 4100 sets out the minimum requirements for the appointment of auditors and for the conducting of audits. The audit requirements ensure that auditors test for specific financial and regulatory compliance issues and report any breaches of *Rules* or standards to *CIRO*.

4171. Approved auditors

(1) *CIRO* annually approves, based on adopted criteria, a list of audit firms as panel auditors eligible to perform the audit of the *Dealer Member's* fiscal year Form 1 filing.

(2) *CIRO* may remove an audit firm from the approved list if the audit firm no longer meets the criteria referred to in subsection 4171(1).

4172. Dealer Member's auditor

(1) A *Dealer Member* must use a *CIRO* approved auditor to perform the audit of the *Dealer Member's* fiscal year Form 1 filing.

(2) A *Dealer Member* must notify *CIRO* of any change in the *Dealer Member's auditor* and/or audit engagement partner.

4173. Responsibilities of a Dealer Member's auditor

(1) The *Dealer Member's auditor* must:

(i) conduct an audit of the *Dealer Member's* fiscal year Form 1 filing, and

(ii) carry out procedures of sufficient scope during the audit to enable the auditor to express an opinion on the *Dealer Member's* fiscal year Form 1 filing.

4174. No limitation on scope or procedures

(1) Nothing in Part D of Rule 4100:

(i) limits the scope of the audit, or

(ii) allows the *Dealer Member's auditor* to omit any additional audit procedure that it considers necessary under the circumstances.

4175. Audit in accordance with Canadian Auditing Standards

(1) The *Dealer Member's auditor* must audit the *Dealer Member's* fiscal year Form 1 filing in accordance with Canadian Auditing Standards. The audit of a *Dealer Member* requires a substantive approach and must include a review of the accounting system and the *internal controls* for safeguarding assets.

The review must:

(i) cover any in-house or service bureau electronic data processing operations, and

(ii) where applicable, consider and include the appropriate report based on the Canadian Standard on Assurance Engagements 3416, Reporting on Controls at a Service Organization.

(2) Although conducted in accordance with Canadian Auditing Standards, a *Dealer Member's* substantive audit procedures must be performed as at the fiscal year-end audit date and not as of an earlier date.

(3) A *Dealer Member's risk adjusted capital* and *early warning reserve* levels must be considered when determining materiality for the *Dealer Member's* audit.

4176. Test procedures as at the fiscal year-end date

(1) The *Dealer Member's auditor* must conduct the test procedures in sections 4177 through 4188 as at the fiscal year-end date.

4177. Account for all investment products, currencies, and other like assets

(1) The *Dealer Member's auditor* must account for all *investment products*, currencies and other like assets, including those held in *safekeeping* or in *segregation*, on hand, in a vault, or otherwise in the *Dealer Member's* physical possession.

(2) The *Dealer Member's auditor* must physically examine all assets in the *Dealer Member's* physical possession and compare them with the *Dealer Member's records*.

(3) If a *Dealer Member* has *employees* who are independent of its *employees* who handle or record *investment products*, currencies and other like assets, those independent *employees* may conduct all or part of the count and examination under the supervision of the *Dealer Member's auditor*.

(4) The *Dealer Member's auditor* must test count and compare sufficient *investment product*, currency and other like asset counts with the independent *employees'* counts, if applicable, and with the position *records*, to be satisfied that the entire count was materially correct.

(5) The *Dealer Member's auditor* must maintain control over the assets until the physical examination has been completed.

4178. Verify positions in transfer and in transit

(1) On a test basis, the *Dealer Member's auditor* must verify positions in transfer and in transit between the *Dealer Member's* offices.

4179. Review the Dealer Member's position balancing and account reconciliations

(1) The *Dealer Member's auditor* must review the *Dealer Member's*:

(i) balancing of all *investment product* positions,

(ii) reconciliations of all broker and dealer accounts to the broker's corresponding statements,

(iii) reconciliations of *nominee name* mutual fund positions, clearing account positions and non-certificated instrument positions, the *Dealer Member* holds or controls (in its inventory and for clients) with the counterparty's corresponding statements,

and

(iv) reconciliations to ensure that all necessary adjustments identified during the preparation have been made.

(2) If a position or account is not in balance according to the *records* (after adjusting to the physical count):

(i) the *Dealer Member's auditor* must find out whether the *Dealer Member* has adequately provided for any potential loss, and

(ii) the *Dealer Member* must make that provision according to the Notes and Instructions for unresolved differences in Statement B of Form 1.

4180. Review bank reconciliations

(1) The *Dealer Member's auditor* must:

(i) obtain bank statements, cancelled cheques, and all other debit and credit memos directly from the *Dealer Member's* banks which cover a period ending at least 10 *business days* after the fiscal year-end audit date,

(ii) verify the accuracy of the reconciliations between the bank statements and the ledger control accounts as of the fiscal year-end audit date and on a test basis, using appropriate audit procedures, and

(iii) verify that all necessary adjustments identified during the preparation of the reconciliation have been made.

4181. Review custodial agreements and approvals

(1) Where a *Dealer Member* custodies assets with third parties, the *Dealer Member's auditor* must:

(i) ensure that all custodial agreements in the form prescribed by *CIRO*, are in place for *securities*, precious metals bullion and other like assets, lodged with *acceptable securities locations*, and

(ii) annually obtain evidence of a *Dealer Member's* board of directors' or authorized board committee's approval of other foreign *acceptable securities locations*. These approvals must be documented in the meeting minutes.

4182. Obtain written positive confirmations

(1) The *Dealer Member's auditor* must obtain written confirmation for all accounts and *investment product* positions.

(2) The *Dealer Member's auditor* must obtain written positive confirmation of:

(i) all bank balances and other deposits including hypothecated *securities*,

(ii) all money and *investment product* positions custodied or lodged with third parties, including with clearing houses, similar organizations, and issuers of non-certificated instruments,

(iii) all money and *securities* loaned or borrowed (including *subordinated debt*) and details of collateral received or pledged, if any,

(iv) a sample of accounts of, or with, brokers or dealers representing regular, joint, and contractual commitment positions including money and *investment product* positions,

(v) all accounts of *Directors* and *officers* or partners, including money and *investment product* positions held or controlled by the *Dealer Member*,

(vi) a sample of client, *employee*, and shareholder accounts, including money and *investment product* positions held or controlled by the *Dealer Member*,

(vii) a sample of the *guarantee* and guarantor accounts, in cases where a margin reduction has been taken in the accounts for which the *guarantee* has been provided during the year or as at the end of the fiscal year,

(viii) statements from the *Dealer Member's* lawyers as to the status of lawsuits and other legal matters pending which, if possible, should disclose an estimate of the extent of the liabilities, and

(ix) all other accounts which, in the opinion of the *Dealer Member's auditor*, should be confirmed.

4183. Selection of accounts for positive confirmation

(1) For accounts in subsection 4182(2) the *Dealer Member's auditor*:

(i) must send a positive confirmation request,

(ii) has the option to send a second positive confirmation request where a reply to the initial request sent in clause 4183(1)(i) has not been received, and

(iii) must use appropriate alternative verification procedures, to obtain relevant and reliable audit evidence, where the second positive confirmation request in clause 4183(1)(ii) is not sent or where a reply to second positive confirmation request has not been received.

(2) For accounts in clauses 4182(2)(iv), 4182(2)(vi), and 4182(2)(vii), the *Dealer Member's auditor* must:

(i) select specific accounts for positive confirmation based on:

(a) account size (all accounts with net equity exceeding a certain dollar value, based on the level of materiality), and

(b) other characteristics such as accounts in dispute, accounts that are significantly under margined, nominee accounts, and accounts that would require significant margin during the year or as at the fiscal year-end without an effective *guarantee*,

(ii) select a sufficiently representative sample from all other accounts to provide reasonable assurance that any material error will be detected, and

(iii) send out negative confirmation requests for all remaining accounts that have not been selected for positive confirmation. The negative confirmation request must include instructions that any differences be reported directly to the auditor.

4184. Written confirmation of clients' accounts with no balance

(1) The *Dealer Member's auditor* must, using positive or negative written confirmation procedures, confirm on a test basis client accounts with no cash balance or positions and

client accounts closed since the last fiscal year-end audit date. The *Dealer Member's auditor* must consider the adequacy of the *Dealer Member's internal control* system to decide the extent of these procedures.

4185. Effect on capital if no positive written confirmation received for a guarantee

(1) If the *Dealer Member's auditor* does not receive a reply to a positive confirmation request for accounts within a *guarantee* arrangement made under clause 4182(2)(vii), the *guarantee* agreement must not be accepted for margin reduction purposes for the accounts guaranteed until:

(i) the *Dealer Member's auditor* (or the *Dealer Member*, if after the Form 1 filing) receives positive written confirmation of the *guarantee* arrangement, or

(ii) the parties sign a new account *guarantee* agreement.

(2) If in response to a positive or negative confirmation request, a guarantor disputes the validity or extent of the *guarantee*, that *guarantee* must not be accepted for margin reduction purposes until:

(i) the dispute is resolved, and

(ii) the guarantor provides a confirmation of the account *guarantee* arrangement as set out in clause 4185(1)(i) or 4185(1)(ii).

4186. Review a sample of signed guarantee agreements

(1) The *Dealer Member's auditor* must review a sample of the *Dealer Member's guarantee* agreements to ensure they are signed, completed, and comply with the minimum requirements set out in subsection 5825(1).

4187. Tests and procedures on statements and schedules of Form 1

(1) The additional information set out in Part II of Form 1 should be subjected to the procedures in the audit of Part I of Form 1, which are in accordance with Canadian Auditing Standards. No procedures are required to be carried out in addition to those necessary to form an opinion on Part I of Form 1.

4188. Test statements for a description of assets held in safekeeping

(1) The *Dealer Member's auditor* must check on a test basis whether the *Dealer Member's* position record and client statements accurately describe the *securities*, precious metals bullion and other like assets held in *safekeeping*.

4189. Dealer Member obligations to auditor

(1) A *Dealer Member* must fully disclose all material facts and issues about its business and operations that relate to the fairness of the regulatory financial statements, in a representation letter from the *Dealer Member's* appropriate *Executives* to the *Dealer Member's auditor*.

(2) A *Dealer Member* must provide its auditor with unrestricted access to all of the *Dealer Member's records*.

(3) A *Dealer Member* must not interfere with the audit process, nor conceal, withhold, or destroy any *records* reasonably required for the audit.

4190. Calculations for Form 1 and other reporting

(1) The *auditor,* of a *Mutual Fund Dealer Membe*r that offers margin lending to clients or an *Investment Dealer Member*, must perform the procedures identified in the "Agreed-upon Procedures Report on compliance for insurance, segregation of investment products, and guarantee/guarantor relationships relied upon to reduce margin requirement during the year" in Form 1 and report on the results as at the fiscal year-end audit date.

(2) The *auditor,* of a *Mutual Fund Dealer Member* that does not offer margin lending to clients*,* must perform the procedures identified in the "Agreed-upon Procedures Report on compliance for insurance and segregation of cash and investment products" in Form 1 and report on the results as at the fiscal year-end audit date.

4191. Auditor's records

(1) The *Dealer Member's auditor* must retain a final copy of Form 1 and all audit working papers for seven years.

(2) All audit working papers for the two most recent years must be readily accessible.

(3) The *Dealer Member's auditor* must make all working papers available for review by *CIRO* and the *Investor Protection Fund*.

4192. Auditor's obligation to report to CIRO

(1) If during the regular conduct of an audit, the *Dealer Member's auditor* observes any material breach of *CIRO requirements* related to:

(i) calculating the *Dealer Member's* financial position,

(ii) handling and custody of *securities*, precious metals bullion and other like assets, or

(iii) maintaining adequate *records*,

the *Dealer Member's auditor* must report that breach to *CIRO*.

(2) The *Dealer Member's auditor* must report to *CIRO* on any subsequent events, to date of filing, which have had material adverse effect on the *Dealer Member's risk adjusted capital* level.

4193. - 4199. Reserved.

RULE 4200 | GENERAL DEALER MEMBER FINANCIAL STANDARDS – DISCLOSURE, INTERNAL CONTROLS, CALCULATIONS OF PRICES AND PROFESSIONAL OPINIONS

4201. Introduction

(1) Rule 4200 sets out the following *Dealer Member* general financial requirements:

Part A - Financial disclosure to clients
[sections 4202 through 4209]

Part B - General internal control requirements
[sections 4220 through 4225]

Part C - Pricing internal control requirements
[sections 4240 through 4244]

Part D - Calculation of prices on a yield basis
[sections 4260 through 4267]

Part E - Professional opinions
[sections 4270 through 4276]

PART A - FINANCIAL DISCLOSURE TO CLIENTS

4202. Introduction

(1) If a client so requests, a *Dealer Member* must disclose its financial position to the client to enable them to assess the *Dealer Member's* financial position. Part A of Rule 4200 sets out the requirements that a *Dealer Member* must comply with in order to present this information to the client in a complete and consistent manner.

4203. Summary statement of financial position available

(1) A *Dealer Member* must provide a summary statement of its financial position, when requested, to any client who has traded in his or her account with the *Dealer Member* within the past 12 months.

(2) The summary statement of financial position must be as at the *Dealer Member's* latest fiscal year-end date and based on its latest annual audited financial statements.

(3) An *Investment Dealer Member* must prepare the summary statement of financial position within 75 days of its fiscal year-end.

(4) A *Mutual Fund Dealer Member* must prepare the summary statement of financial position within 120 days of its fiscal year-end.

4204. Summary statement of financial position - contents

(1) A *Dealer Member's* summary statement of financial position must contain material information including details of the *Dealer Member's* assets, liabilities and financial statement capital, and be generated from within *CIRO*'s regulatory financial filing system.

4205. Audited or unaudited summary statement of financial position

(1) The summary statement of financial position must either be:

(i) audited and accompanied by:

(a) a report prepared by the *Dealer Member's auditor* stating that it fairly summarizes the financial position of the *Dealer Member*, and

(b) notes disclosures specified by the *Dealer Member's auditor*,

or

(ii) unaudited and:

(a) generated from within *CIRO*'s regulatory financial filing system using information from the most recent audited Form 1 of the *Dealer Member*,

(b) certified by the *Dealer Member's Chief Financial Officer*, and

(c) accompanied by note disclosures that at a minimum describe, management's responsibility for the summary statement of financial position, and the basis of accounting and restriction on the use of the summary statement of financial position.

4206. Publishing a summary statement of financial position

(1) If a *Dealer Member* publishes or circulates a summary statement of financial position in any document, it must:

(i) be in the same form, and

(ii) contain the same information,

as the statement made available to the *Dealer Member's* clients.

4207. List of current Executives and Directors

(1) A *Dealer Member* must provide a current list of its *Executives* and *Directors*, when requested, to any client who has traded in his or her account with the *Dealer Member* within the past 12 months.

4208. Disclosures available to clients

(1) A *Dealer Member* must state on each account statement sent to clients, or in another manner *CIRO* approves, that:

(i) its summary statement of financial position, and

(ii) list of *Executives* and *Directors,*

are available on request to any client who has traded in his or her account within the previous 12 months.

4209. Consolidated financial statements - similar named entity

(1) A *Dealer Member* must disclose its financial statements separately from those of any *affiliate* or *holding company* with a similar name.

(2) If a *Dealer Member's* accounts are included in the consolidated financial statements of its *holding company* or *affiliate* with a name similar to the *Dealer Member's*, and those consolidated financial statements are published or circulated in any document or other medium, then either:

(i) the consolidated financial statements must include a note indicating that:

(a) they relate to an entity that is not the *Dealer Member*, and

(b) although the statements include the *Dealer Member's* accounts, they are not the *Dealer Member's* financial statements,

or

(ii) at the time of publication or circulation, the *Dealer Member* must send to each client who has traded in his or her account within 12 months of the date of publication:

(a) its unconsolidated summary statement of financial position, and

(b) a letter explaining why the statement is being sent.

4210. - 4219. Reserved.

PART B - GENERAL INTERNAL CONTROL REQUIREMENTS

4220. Introduction

(1) Part B of Rule 4200 sets out *CIRO requirements* for a *Dealer Member's internal controls* and risk management infrastructure. Effective *internal controls* will assist a *Dealer Member* not only in complying with *CIRO requirements* and *securities laws* but also in conducting its business with integrity and due regard to the interests of its clients.

4221. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 4200:

"detective controls" *(contrôles de detection)*	Controls that discover, or increase the chances of finding, fraud or error, so the *Dealer Member* can take prompt corrective action.
"preventive controls" *(contrôles préventifs)*	Controls that prevent, or minimize the chances of, fraud and error.

4222. Adequate internal controls

(1) A *Dealer Member* must establish and maintain appropriate *internal controls*.

(2) The *Dealer Member's Executives* are responsible for ensuring adequate *internal controls* as part of their overall responsibility for managing the *Dealer Member's* operations.

(3) The *Dealer Member's Executives* must use best judgment in determining whether *internal controls* are adequate.

4223. Preventive controls

(1) When necessary, a *Dealer Member* must implement *preventive controls* based on the *Dealer Member's Executives'* view of the risk of loss and the cost-benefit relationship of controlling that risk.

4224. Written record

(1) A *Dealer Member* must maintain a detailed written *record* of its *internal controls*, including, at a minimum, the policies and procedures the *Dealer Member's Executives* have approved to provide reasonable assurance of compliance with all *CIRO requirements* relating to *internal controls*.

4225. Review and written approval of internal controls

(1) The *Dealer Member's Executives* must review a *Dealer Member's internal controls* for adequacy and suitability at least annually and more frequently as necessary or stipulated by *CIRO requirements*. They must approve a *Dealer Member's internal controls* in writing after each review.

4226. – 4239. Reserved.

PART C – PRICING INTERNAL CONTROL REQUIREMENTS

4240. Introduction

(1) Part C of Rule 4200 sets internal control requirements so that a *Dealer Member* can ensure that *investment products* are valued using prices from objective and verifiable sources, and independent management oversight exists to ensure reasonability of prices used.

4241. Pricing procedures

(1) A *Dealer Member* must consistently and accurately price all *investment products*. In Part C of Rule 4200, references to:

(i) *securities* include client and inventory positions in *securities* and *securities* used in financing transactions such as *security* borrow and lend, *repurchase agreement* and *reverse repurchase agreement* transactions,

(ii) *derivatives* include client and inventory positions in *derivatives,* and

(iii) precious metals bullion includes client and inventory positions in precious metals bullion.

(2) On a daily basis, a *Dealer Member* must consistently and accurately mark to market its:

(i) long and short *security* positions,

(ii) long and short *derivative* positions, and

(iii) long precious metals bullion positions,

to ensure accurate profit and loss reporting in accordance with *CIRO requirements*.

(3) A *Dealer Member*'s policies and procedures must specifically address consistently pricing and verifying prices of *investment products*.

(4) A *Dealer Member's* policies and procedures must specifically address appropriate pricing in *investment product records* that it uses to prepare management reports for monitoring:

(i) inventory profit and loss,

(ii) its regulatory capital position, and

(iii) *segregation*.

(5) A *Dealer Member* must assign knowledgeable *employees*, who are independent of its trading functions, to prepare the reports in subsection 4241(4), and must supervise the reports' preparation. Conflicted *employees* must not be involved in *investment product* pricing or, failing that, the *Dealer Member* must adopt compensating procedures to ensure appropriate pricing.

4242. Independent price verification and adjustment

(1) A *Dealer Member* must verify its *security* and precious metals bullion prices at each month-end by comparing them with independent (third-party) pricing sources.

(2) The verification work must detect and quantify all pricing differences (distinguishing adjusted and unadjusted differences).

(3) An appropriate *Executive* must:

(i) on a monthly basis, approve the resolution of all material differences, and

(ii) on an annual basis, review and verify the continued appropriateness of the existing pricing sources. Where appropriateness is identified as a material concern, the pricing sources used must be changed.

4243. Retention of supporting documents

(1) A *Dealer Member* must retain supporting documents to show that it has verified *security* and precious metals bullion pricing and made appropriate adjustments.

4244. Access to records

(1) *Dealer Member employees* involved in *security* and precious metals bullion trading must not have access to back-office *security* and precious metals bullion price *records*.

4245. - 4259. Reserved.

PART D - CALCULATION OF PRICES ON A YIELD BASIS

4260. Introduction

(1) Part D of Rule 4200 describes how to calculate a *security* price based on a *security*'s current market yield.

4261. Definitions

(1) The following term has the meaning set out below when used in Part D Rule 4200:

"regular delivery date" (*date de livraison normale*)	The settlement or delivery dates generally accepted in industry practice for a *security* in the market where the transaction occurs.

4262. Calculating price if no method is stated for calculating unexpired term

(1) When a *Dealer Member* quotes a bid or offer based on yield, and neither the buyer nor seller *Dealer Member* states a price or a method for calculating the unexpired term, the price must be established according to sections 4264 through 4267.

4263. Exceptions

(1) Sections 4264 through 4267 do not apply to trades in:

(i) Government of Canada bonds and bonds guaranteed by the Government of Canada,

(ii) short-term bonds that have:

(a) an unexpired term to maturity of six months or less,

(b) an unexpired term-to-call date of six months or less and selling at, or at a premium over, the call price, or

(c) been called for redemption,

(iii) bonds callable on future dates at varying prices, and

(iv) bonds callable at the issuer's option if the call date is not stated and the bonds are selling at a premium over call price.

4264. Unexpired term - bonds with unexpired terms to maturity up to and including 10 years

(1) For a bond with an unexpired term to maturity up to and including 10 years, calculate the unexpired term as the exact period in years, months, and days from the *regular delivery date*:

(i) to the maturity date of a non-callable bond or callable bond selling at less than the call price, and

(ii) to the first redemption date of a callable bond selling at, or at a premium over, the call price.

4265. Unexpired term - bonds with unexpired terms to maturity over 10 years

(1) For a bond with an unexpired term to maturity of over 10 years, calculate the unexpired term as the period in years and months from the month in which the *regular delivery date* occurs:

(i) to the month and year of maturity of a non-callable bond or callable bond selling at less than the call price, and

(ii) to the first month and year that the bond is redeemable for a callable bond selling at, or at a premium over, the call price.

4266. Calculating the price and price precision

(1) In calculating the price, the unexpired term must be expressed as years. To express the unexpired term in years:

(i) one day shall be deemed to be $1/30^{th}$ of one month, and

(ii) one month shall be deemed to be $1/12^{th}$ of one year.

(2) For all bond transactions between *Dealer Members* and its clients where the price has been determined using the calculation approach set out in either section 4264 or 4265, the price must be extended to three decimal places of precision.

4267. New issues

(1) Part D of Rule 4200 applies to new issues. The unexpired term to maturity is to start on the date that accrued interest, which is charged to the client, is calculated up to.

4268. - 4269. Reserved.

PART E - PROFESSIONAL OPINIONS

4270. Introduction

(1) Part E of Rule 4200 sets requirements relating to *professional opinion* (defined in section 4271) standards.

4271. Definitions

(1) The following terms have the meanings set out below when used in Part E of Rule 4200:

"CIRO standards" (*normes de l'OCRI*)	The disclosure standards in Part E of Rule 4200.
"disclosure document" (*document d'information*)	The same meaning as used in relevant *securities laws*.
"fairness opinion" (*avis sur le caractère equitable*)	A report of a *valuer* that contains the *valuer's* opinion as to the fairness, from a financial point of view, of a transaction.
"formal valuation" (*évaluation officielle*)	A report of a *valuer* that contains the *valuer's* opinion as to the value or range of values of the subject matter of the valuation.
"interested party" (*personne intéressée*)	The same meaning as used in relevant *securities laws*.
"prior valuation" (*évaluation antérieure*)	The same meaning as used in relevant *securities laws*.
"professional opinion" (*avis professionnel*)	A *formal valuation* or a *fairness opinion*.
"subject transaction" (*opération visée*)	Transactions including an insider bid, issuer bid, business combinations, or related party transaction as defined in relevant *securities laws*.
"valuer" (*évaluateur*)	The person who provides a *professional opinion*.

4272. Application

(1) The *CIRO standards* apply only to *professional opinions* that are prepared either:

(i) pursuant to a requirement of relevant *securities laws*, or

(ii) for the express purpose of publication in a *disclosure document* to be filed with any Canadian *securities regulatory authority* or delivered to *security* holders in connection with their consideration of the *subject transaction*.

(2) The *CIRO standards* do not apply to *professional opinions* that are either:

(i) rendered in connection with transactions other than the *subject transactions*, whether or not they are reproduced or summarized in a *disclosure document*, or

(ii) reproduced or summarized in a *disclosure document* in compliance with relevant *securities laws* for the disclosure of *prior valuations* in respect of an issuer.

4273. General requirement

(1) A *Dealer Member's professional opinion* in connection with a *subject transaction* must comply with the *CIRO standards*.

(2) A *Dealer Member's* compliance with the *CIRO standards*:

(i) must not substitute the professional judgment and responsibility of the *valuer*,

(ii) will not be considered compliant if it is not exercised along with professional judgment and responsibility regarding disclosure in a *professional opinion*, and

(iii) may not be appropriate if its strict compliance is not justified using professional judgment and responsibility.

4274. General disclosure

(1) *Professional opinions* prepared in connection with the *subject transactions* must provide disclosure that:

(i) enables the directors and *security* holders of the particular issuer to understand the principal judgments and principal underlying reasoning of the *valuer* in its *professional opinion*, and

(ii) form a reasoned view on the valuation conclusion or the opinion as to fairness expressed therein.

(2) In reaching a valuation or fairness conclusion, a *Dealer Member* must consider certain information such as, valuation approach, definition of value, key assumptions. That information is described in Part E of Rule 4200 and may be important and required to be disclosed in a *professional opinion*.

(3) If the *Dealer Member* receives any expressions of concerns relating to its proposed disclosure in a *professional opinion* that contain competitively or commercially sensitive information regarding an *interested party* or issuer:

(i) the *Dealer Member* may seek a decision of the special committee of the issuer's independent directors as to whether the perceived detriment to an *interested party* outweighs the benefit of disclosure of such information to the readers of the *professional opinion*, and

(ii) compliance of the *Dealer Member* with any such decision of a special committee will constitute compliance with the *CIRO standards* in respect of the matters that are the subject of the decision.

4275. Disclosure - formal valuations

(1) A *professional opinion* that is a *formal valuation* prepared by a *Dealer Member* must disclose the following information:

(i) the identity and credentials of the *Dealer Member*, including:

(a) the general experience of the *Dealer Member* in valuing other businesses in the same or similar industries as the business or issuer in question or similar transactions to the *subject transaction*,

(b) the *Dealer Member's* understanding of the specific marketable *securities* involved in the *subject transaction*, and

(c) the internal procedures followed by the *Dealer Member* to ensure the quality of the *professional opinion*,

(ii) the date the *valuer* was first contacted in respect of the *subject transaction* and the date that the *valuer* was retained,

(iii) the financial terms of the *valuer's* retainer,

(iv) a description of any past, present or anticipated relationship between the *valuer* and any *interested party* or the issuer which may be relevant to the *valuer's* independence for purposes of relevant *securities laws*,

(v) the subject matter of the *formal valuation*,

(vi) the effective date of the *formal valuation*,

(vii) a description of any specific adjustments that have been made in the *valuer's* conclusions by reason of an event or occurrence after the effective date,

(viii) the scope and purpose of the *formal valuation*, including the following statement:

"This formal valuation has been prepared in accordance with the disclosure standards for formal valuations and fairness opinions of Canadian Investment Regulatory Organization (CIRO) but CIRO has not been involved in the preparation or review of this formal valuation",

(ix) a description of the scope of the review conducted by the *valuer*, including a summary of the type of information reviewed and relied upon (such as the documents reviewed, *individuals* interviewed, facilities visited, other expert reports considered and management representations concerning information requested and furnished to the *valuer*),

(x) a description of any limitation on the scope of review and the implications of such limitation on the *valuer's* conclusions,

(xi) a description of the business, assets or *securities* being valued sufficient to allow the reader to understand the valuation rationale and approach and the various factors influencing value that were considered,

(xii) definitions of the terms of value used in the *formal valuation* including but not limited to "fair market value", "market value" and "cash equivalent value",

(xiii) the valuation approach and methodologies considered, including:

(a) the rationale for valuing the business as a going concern or on a liquidation basis,

(b) the reasons for selecting a particular valuation methodology, and

(c) a summary of the key factors considered in selecting the valuation approach and methodologies considered,

(xiv) the key assumptions made by the *valuer*,

(xv) any distinctive material value that the *valuer* has determined might accrue to an *interested party*, whether this value is included in the value or range of values arrived at for the subject matter of the *formal valuation* and the reasons for its inclusion or exclusion,

(xvi) the following discussions or explanations:

(a) a discussion of any prior bona fide offers or *prior valuations* or other material expert reports considered by the *valuer* pertaining to the subject matter of the transaction, or

(b) if the *formal valuation* differs materially from any such *prior valuation*, an explanation of the material differences where reasonably practicable to do so based on the information contained in the *prior valuation* or, if it is not reasonably practicable to do so, the reasons why it is not reasonably practicable to do so,

and

(xvii) the valuation conclusions reached and any qualifications or limitations to which such conclusions are subject.

(2) A *professional opinion* that is a *formal valuation* prepared by a *Dealer Member* in connection with a *subject transaction* must disclose the following:

(i) Annual financial information

Unless otherwise disclosed through the Canadian continuous disclosure obligations of the issuer or in a *disclosure document* published in connection with the transaction to which the *professional opinion* applies:

(a) The *professional opinion* must disclose a summary of selected material financial information derived from the statement of profit or loss and other comprehensive income, statement of financial position and statement of changes in equity for the most recently completed fiscal year as well as from the statement of financial position, statement of profit or loss and other comprehensive income and statement of changes in financial position for the immediately preceding fiscal year.

(ii) Interim financial information

Unless otherwise disclosed through the Canadian continuous disclosure obligations of the issuer or in a *disclosure document* published in connection with the transaction to which the *professional opinion* applies:

(a) The *professional opinion* must disclose a summary of selected material financial information derived from the most recent interim statement of financial position (if any), statement of profit or loss and other comprehensive income and statement of changes in equity for the current fiscal year and the comparable statements for the same interim period of the immediately preceding fiscal year.

(iii) Discussion of historical financial statements or financial position

(a) The *professional opinion* must include comments on material items or changes in the issuer's financial statements together with appropriate commentary on items which may have particular relevance to the *professional opinion* including but not limited to unusual capital structures, unrecognized tax-loss carry forwards and redundant assets.

(iv) Future oriented financial information

(a) To the extent that the *valuer* has relied upon future-oriented financial information, the *valuer* must disclose the future-oriented financial information, at least in summary form, unless otherwise determined by a decision of the special committee referred to in section 4274.

(b) To the extent that the future-oriented financial information relied upon by the *valuer* varies materially from the future-oriented financial information provided to the *valuer* by the issuer or the *interested party*, the *valuer* must disclose the nature and extent of such differences and the rationale of the *valuer* supporting its judgments.

(v) Future oriented financial information assumptions

(a) To the extent that future-oriented financial information is relied upon (whether or not the future-oriented financial information itself is disclosed), key financial

assumptions (such as sales, growth rates, operating profit margins, major expense items, interest rates, tax rates, depreciation rates), together with a brief statement supporting the rationale for each specific assumption, must also be disclosed, unless otherwise determined by a decision of the special committee referred to in section 4274.

(vi) Economic assumptions

(a) Any key economic assumptions having a material impact on the *professional opinion* must be disclosed, noting the authoritative source used by the *valuer*, including interest rates, exchange rates and general economic prospects in the relevant markets.

(vii) Valuation approach, methodologies and analysis

The *professional opinion* must set out:

(a) the valuation approach and methodologies adopted by the *valuer*,

(b) together with the principal judgments made in selecting a particular approach or methodology,

(c) a comparison of valuation calculations and conclusions arrived at through the different methods considered and the relative importance of each methodology in arriving at the overall valuation conclusion, and

(d) the information in clauses 4275(2)(viii) through 4275(2)(xii), if relevant for the valuation techniques used.

(viii) Discounted cash flow approach

(a) The *professional opinion* must include a discussion of all relevant qualitative and quantitative judgments used to calculate discount rates, multiples and capitalization rates.

(b) If the capital asset pricing model is used, disclosure must include the basis for determining the discount rate including the risk free rate, market risk premium, beta, tax rates and debt to equity capital structure assumed.

(c) The *valuer* must also disclose the basis for the determination of the terminal/residual value together with the underlying assumptions made.

(d) The source of the financial data which formed the basis of the discounted cash flow analysis, summary of major assumptions (if not already disclosed) and the details and sources of any economic statistics, commodity prices and market forecasts used in the valuation approach must also be disclosed.

(e) In addition, a summary of the sensitivity variables considered and the general results of the application of such sensitivity analysis must be disclosed along with an explanation of how such sensitivity analysis was used in the determination of the range of valuation estimates resulting from the discounted cash flow approach.

(f) Where the nature of the future-oriented financial information and the subject matter of the valuation make it reasonably practicable and meaningful to do so, selected quantitative sensitivity analyses performed by the *valuer* must be

disclosed to illustrate the effects of variations in the key assumptions on the valuation results.

(g) In determining whether quantitative sensitivity analyses would be meaningful to the reader of the *professional opinion*, the *valuer* must consider whether such analyses adequately reflect the *valuer's* judgment concerning the inter-relationship of the key underlying assumptions.

(ix) Asset based valuation approach

(a) The *professional opinion* must separately disclose the values of each significant asset and liability including off-statement of financial position items (unless otherwise determined by a decision of the special committee referred to in section 4274).

(b) If a liquidation based valuation approach has been utilized, the *professional opinion* must set out the liquidation values for each significant asset and liability together with summary estimates for significant liquidation costs.

(x) Comparable transaction approach

(a) The *professional opinion* must disclose (preferably in tabular form) a list of relevant transactions involving businesses the *valuer* considers similar or comparable to the business being valued.

(b) Adequate disclosure must include the date of the transaction, a brief descriptive note, and relevant multiples implicit in the transaction which may include: earnings before interest and taxes multiples; earnings before interest, taxes, depreciation and amortization multiples; earnings multiples; cash flow multiples; and book value multiples; and take-over premium percentages.

(c) In the body of the *professional opinion* there must be a discussion of such transactions together with an explanation as to how such transactions were used by the *valuer* in arriving at a valuation conclusion with regard to the comparable transaction approach.

(xi) Comparable trading approach

(a) The *professional opinion* must disclose (preferably in tabular form) a list of relevant publicly traded companies the *valuer* considers similar or comparable to the business being valued.

(b) Adequate disclosure must include the date of the market data, the relevant fiscal periods for the comparable company, a brief descriptive note regarding the comparable company and relevant multiples implicit in the trading data which may include: earnings before interest and taxes multiples; earnings before interest, taxes depreciation and amortization multiples; earnings multiples, cash flow multiples; and book value multiples.

(c) In the body of the *professional opinion* there must be a discussion as to the comparability of such companies, together with an explanation as to how such data was used by the *valuer* in arriving at a valuation conclusion with regard to the comparable trading approach.

(xii) Valuation conclusions

(a) The *valuer* must develop a final valuation range by using a single valuation methodology or some combination of value conclusions determined under different methodologies/approaches.

(b) The *professional opinion* must include a comparison of the valuation ranges developed under each methodology and a discussion of the reasoning in support of the *valuer's* final conclusion.

4276. Disclosure - fairness opinion

(1) A *professional opinion* that is a *fairness opinion* prepared by a *Dealer Member* must disclose the following information:

(i) the identity and credentials of the *Dealer Member*, including:

(a) the general experience of the *Dealer Member* in providing *fairness opinions* in connection with transactions similar to the *subject transaction*,

(b) the *Dealer Member's* understanding of the specific marketable *securities* involved in the *subject transaction*, and

(c) the internal procedures followed by the *Dealer Member* to ensure the quality of the *professional opinion*,

(ii) the date the *Dealer Member* was first contacted in respect of the *subject transaction* and the date that the firm was retained,

(iii) the financial terms of the *Dealer Member's* retainer,

(iv) a description of any past, present or anticipated relationship between the *Dealer Member* and any *interested party* which may be relevant to the *Dealer Member's* independence for purposes of providing the *fairness opinion*,

(v) the scope and purpose of the *fairness opinion*, including the following statement:

"This fairness opinion has been prepared in accordance with the disclosure standards for formal valuations and fairness opinions of [Amalco] but [Amalco] has not been involved in the preparation or review of this fairness opinion.",

(vi) the effective date of the *fairness opinion*,

(vii) a description of the scope of the review conducted by the *Dealer Member*, including a summary of the type of information reviewed and relied upon (such as the documents reviewed, *individuals* interviewed, facilities visited, other expert reports considered and management representations concerning information requested and furnished to the *Dealer Member*),

(viii) a description of any limitation on the scope of review and the implications of such limitation on the *Dealer Member's* opinion or conclusion,

(ix) a description of the relevant business, assets or *securities* sufficient to allow the reader to understand the rationale of the *fairness opinion* and the approach and various factors influencing financial fairness that were considered,

(x) a description of the valuation or appraisal work performed or relied upon in support of the *Dealer Member's* opinion or conclusion,

(xi) a discussion of any prior bona fide offer or *prior valuation* or other material expert report considered by the *Dealer Member* in coming to the opinion or conclusion contained in the *fairness opinion*,

(xii) the key assumptions made by the *Dealer Member*,

(xiii) the factors the *Dealer Member* considered important in performing its fairness analysis,

(xiv) the statement of opinion or conclusion as to the fairness, from a financial point of view, of the *subject transaction* and the supporting reasons, and

(xv) any qualifications or limitations to which the opinion or conclusion is subject.

(2) A *professional opinion* that is a *fairness opinion* prepared by a *Dealer Member* in connection with a *subject transaction* must include the following:

(i) a *fairness opinion* must include:

(a) a general description of any valuation analysis performed by the opinion provider, or

(b) specific disclosure of a valuation opinion of another *valuer* which is being relied upon,

(ii) the *fairness opinion* provider is not required to reach or disclose specific conclusions as to a valuation range or ranges in a *fairness opinion*,

(iii) the conclusion section of the *fairness opinion* must include specific reasons for the conclusion that the *subject transaction* is fair or not fair to *security* holders, from a financial point of view, and

(iv) support for each of these specific reasons described in clause 4276(2)(iii) must be contained in the body of the *professional opinion* in sufficient detail to allow the reader of the opinion to understand the principal judgments and principal underlying reasoning of the opinion provider in reaching its opinion as to the fairness of the transaction.

4277. - 4299. Reserved.

RULE 4300 | PROTECTION OF CLIENT ASSETS – SEGREGATION, CUSTODY AND CLIENT FREE CREDIT BALANCES

4301. Introduction

(1) Rule 4300 sets out the following *Dealer Member* requirements relating to the protection of client assets:

Part A - Segregation and related internal control requirements:

Part A.1 - General segregation requirements

[sections 4311 through 4314]

Part A.2 - Bulk segregation calculation

[sections 4315 through 4319]

Part A.3 – Investment products requiring segregation: usage restrictions and correcting segregation deficiencies

[sections 4320 through 4326]

Part A.4 - Minimum segregation policies and procedures

[sections 4327 through 4332]

Part B - Custody and related internal control requirements:

Part B.1 - General custody requirements

[sections 4340 through 4343]

Part B.2 - Acceptable securities locations

[sections 4344 through 4352]

Part B.3 - Written custodial agreement requirement

[sections 4353 and 4354]

Part B.4 - Confirmation and reconciliation requirements

[sections 4355 through 4361]

Part B.5 - Margin requirements

[sections 4362 through 4368]

Part C - Client free credit balance requirements

[sections 4380 through 4387]

4302. - 4309. Reserved.

PART A - SEGREGATION AND RELATED INTERNAL CONTROL REQUIREMENTS

4310. Definitions

(1) The following terms have the meaning set out below when used in Part A of Rule 4300:

"bulk segregation" (*dépôt fiduciaire en bloc*)	*Securities*, precious metals bullion and other like assets in *segregation* for a *Dealer Member's* clients that are not reserved for particular clients.
"net loan value" (*valeur de prêt nette*)	Of a *security* means: (i) for a long position, the *market value* of the *security* less any margin required, and

	(ii) for a short position, the *market value* of the *security* plus any margin required expressed as a negative number. Of a short *security* option position means, the *market value* of the option plus any margin required expressed as a negative number. Of a long precious metals bullion position means, the *market value* of the precious metals bullion less any margin required.
"qualifying hedge position" (*position de couverture admissible*)	For all the accounts of each client: (i) a long position in a *security*, and, (ii) a short position in a *security* issued or guaranteed by the same issuer of the *security* in clause (i) of this definition, where: (iii) the long position is convertible to or exchangeable for *securities* of the same class and number of the *securities* held in the short position, and (iv) the *Dealer Member* is using the long position as collateral to cover the short position.
"segregated investment products" (*produits de placement détenus en dépôt fiduciaire*)	*Securities*, precious metals bullion and other like assets held in *segregation* by a *Dealer Member* for a client.

PART A.1 – GENERAL SEGREGATION REQUIREMENTS

4311. Introduction

(1) The general *segregation* requirements set out the requirements for a *Dealer Member* to segregate client fully paid and excess margin *securities*, precious metals bullion and other like assets.

4312. Fully paid and excess margin investment products requiring segregation

(1) A *Dealer Member* holding fully paid or excess margin *securities*, precious metals bullion and other like assets for a client must:

(i) segregate those *investment products* and

(ii) identify those *investment products* as being held in trust for that client.

(2) A *Dealer Member* must not use *segregated investment products* for its own purposes except with the express written approval of its client under the terms of a cash and *securities* loan agreement as detailed in section 5840.

(3) *CIRO* may prescribe:

(i) how *segregated investment products* are held, and

(ii) how the amount or value of *segregated investment products* must be calculated.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4312 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4312:

4312. Fully paid and excess margin investment products requiring segregation

(1) A *Dealer Member* holding fully paid or excess margin *securities,* precious metals bullion and other like assets for a client must:

(i) *segregate* those *investment products*, and

(ii) identify those *investment products* as being held in trust for that client.

(2) A *Dealer Member* must not use *segregated investment products* for its own purposes except with the written consent of its client under the terms of a written *securities* loan agreement as detailed in Rule 4600.

(3) *CIRO* may prescribe:

(i) how *segregated investment products* are held, and

(ii) how the amount or value of segregated *investment products* must be calculated.

4313. Restricted and non-negotiable securities

(1) *Securities* that are restricted, non-negotiable, or that cannot be made fully negotiable solely by signature or *guarantee* of the *Dealer Member* are deemed not to be segregated, unless such *securities* are registered in the name of the client (or name of a *person* required by the client) on whose behalf they are being held in an acceptable *segregation* location.

4314. Segregation of client investment products

(1) A *Dealer Member* holding *segregated investment products* must:

(i) segregate those *investment products* in bulk in accordance with sections 4315 through 4319, or as prescribed by *CIRO*, or

(ii) segregate specific *investment products* for each client.

(2) A *Dealer Member* must not hold client assets in *bulk segregation* that are subject to a written *safekeeping* agreement.

PART A.2 – BULK SEGREGATION CALCULATION

4315. Steps for bulk segregation calculation

(1) A *Dealer Member* that segregates *investment products* in *bulk segregation* must, in accordance with sections 4316 through 4319:

(i) identify in its *records* the amount and kind of each *investment product* held for each client,

(ii) determine the *net loan value* and *market value* of *investment products* held in a client's account,

(iii) calculate the number of *segregated investment products* to be segregated in bulk,

(iv) determine the *investment products* to use to satisfy *segregation* requirements, and

(v) perform regular calculations and compliance reviews.

4316. Net loan value and market value of investment products in a client's account

(1) A *Dealer Member* holding *investment product* positions in *bulk segregation* must determine for all *investment product* positions held for all accounts of each client:

(i) the *investment product* positions that are part of a *qualifying hedge position*,

(ii) the *net loan value* of the *investment product* positions that are eligible for margin (excluding *investment product* positions that are part of a *qualifying hedge position*) less the aggregate debit cash balance in accounts (or plus in the case of a credit), and

(iii) the *market value* of the *investment product* positions that are not eligible for margin (excluding *investment product* positions that are part of a *qualifying hedge position*) less the aggregate amount, if any, by which those accounts are under margined as calculated in clause 4316(1)(ii).

(2) A *Dealer Member* must segregate the *net loan value* of the *investment product* positions calculated in clause 4316(1)(ii) and the *market value* of *investment product* positions calculated in clause 4316(1)(iii) for each client account.

(3) A *Dealer Member* is not required to segregate an amount of *investment product* positions greater than the *market value* of the *investment products* held for those accounts.

4317. Calculating the number of client securities to be segregated in bulk

(1) A *Dealer Member* that chooses to satisfy its *segregation* obligations under section 4312 by segregating in bulk must segregate in bulk for all its clients the number of *securities* calculated as follows:

(i) *Equity securities*

Number of *securities* required to be segregated	=	(aggregate loan value or *market value* of a class or series of *security* required to be segregated for each client in section 4316) ÷ (loan value or *market value* of one unit of the *security*)

(ii) *Debt securities*

Principal amount of *securities* required to be segregated	=	(aggregate loan value or *market value* of a class or series of *security* required to be segregated for each client in section 4316) ÷ (loan value or *market value* of each $100 principal amount of the *security*) x 100, rounded to lowest issuable denomination

4318. Determining segregated investment products to comply with segregation requirements

(1) A *Dealer Member* may choose any *investment products*, other than *derivatives*, from a client's accounts to satisfy the *segregation* requirements for that client's positions, subject to the restrictions of applicable *securities laws* including, without limitation, a requirement that fully paid *investment products* in a cash account be segregated before unpaid *investment products*.

(2) A *Dealer Member* that sells *investment products* required to be segregated for a client must keep them segregated until one *business day* prior to settlement or value date.

(3) *Investment products* required to be segregated for a client must not be removed from *segregation* as a result of the purchase of any *investment products* by that client until settlement or value date.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4318 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4318:

4318. Determining segregated investment products to comply with segregation requirements

(1) A *Dealer Member* may choose any *investment products*, other than *derivatives*, from a client's accounts to satisfy the *segregation* requirements for that client's positions, subject to the restrictions of applicable *securities laws* including, without limitation, a requirement that fully paid *investment products* in a cash account be segregated before unpaid *investment products*.

(2) A *Dealer Member* that sells *investment products* required to be segregated for a client must keep them segregated until one *business day* prior to settlement or value date.

(3) *Investment products* required to be segregated for a client must not be removed from *segregation* as a result of the purchase of any *investment products* by that client until settlement or value date.

(4) A *Dealer Member* that borrows or loans *securities* required to be segregated for a client must keep them segregated until the date the *securities* are borrowed or loaned.

4319. Frequency and review of bulk segregation calculation

(1) At least twice weekly, a *Dealer Member* must determine the *investment products* required to be segregated according to the calculations in Part A.2 of Rule 4300.

(2) A *Dealer Member* must conduct a daily review of *segregated investment products* for clients to identify any deficiencies that exist between the actual amounts segregated and the amounts, determined in accordance with subsection 4319(1), that are required to be segregated. Where a deficiency exists, the *Dealer Member* must correct it in accordance with the requirements of sections 4320 through 4326.

(3) Every day, a *Mutual Fund Dealer Member* that does not offer margin lending to clients must determine the *investment products* required to be segregated according to the calculations in Part A.2 of Rule 4300 and ensure that all client *investment product* positions it receives are segregated.

PART A.3 – INVESTMENT PRODUCTS REQUIRING SEGREGATION: USAGE RESTRICTIONS AND CORRECTING SEGREGATION DEFICIENCIES

4320. General restrictions

(1) A *Dealer Member* must:

(i) ensure that a *segregation* deficiency is not knowingly created or increased, and

(ii) not deliver *investment products* it holds against payment for the account of any client if those *investment products* are required to satisfy the *Dealer Member's segregation* requirements.

4321. Correcting segregation deficiencies

(1) If any *segregation* deficiency exists, the *Dealer Member* must promptly take the most appropriate action necessary to correct the deficiency.

(2) Common deficiencies and appropriate remedial actions include, but are not limited to, those in sections 4322 through 4326.

4322. Call loan segregation deficiency

(1) A *Dealer Member* that determines it has a call loan *segregation* deficiency must recall the *securities* or precious metals bullion within the *business day* following the day it determines the deficiency exists.

4323. Securities loan segregation deficiency

(1) A *Dealer Member* that determines it has a *securities* loan *segregation* deficiency must:

(i) recall the *securities* from the borrower, or

(ii) borrow the same issue of *securities* to cover the deficiency,

within the *business day* following the day it determines the deficiency exists.

(2) If the *Dealer Member* has not received the *securities* within five *business days* following the day it determines the deficiency exists, it must undertake to buy-in the *securities*.

4324. Inventory or trading account short position segregation deficiency

(1) A *Dealer Member* that determines it has an inventory or trading account short position *segregation* deficiency must:

(i) borrow the same issue of *securities* to cover the deficiency within the *business day* following the day it determines the deficiency exists, or

(ii) undertake to purchase the same issue of *securities* immediately.

4325. Client declared short sales segregation deficiency

(1) A *Dealer Member* that determines it has a client declared short sale *segregation* deficiency must:

(i) borrow the same issue of *securities* to cover the deficiency within the *business day* following the day it determines the deficiency exists, or

(ii) undertake to buy-in the same issue of *securities* within five *business days* following the day it determines the deficiency exists.

4326. Fails – client or other Dealer Members

(1) If a *Dealer Member* has failed to receive *investment products* within 15 *business days* of settlement date from a client or another *Dealer Member*, the *Dealer Member* must:

(i) borrow the same issue of *investment products* to cover the deficiency, or

(ii) undertake to buy-in the *investment products*.

PART A.4 - MINIMUM SEGREGATION POLICIES AND PROCEDURES

4327. General

(1) A *Dealer Member* must, at a minimum, comply with the policies and procedures for *segregated investment products* in sections 4328 through 4332 and the supervision requirements in Rule 3900.

4328. Records of segregated investment products

(1) *Segregated investment products* must be described as being held in *segregation* on a *Dealer Member's security*, precious metals bullion or similar *investment product* position record (or related *records*) and client ledger and statement of account. This description must be in substance a fair representation of how the *investment products* are being held in *segregation* at the custodian and therefore, the box locations of the *Dealer Member* must have a direct mapping (or relationship) to custody accounts set up at the custodian on behalf of the *Dealer Member*.

4329. Report of items requiring segregation

(1) With the exception of the situation outlined in subsection 4329(2), a *Dealer Member* must produce a *segregation* report at least twice weekly.

(2) A *Mutual Fund Dealer Member* that does not offer margin lending to clients must produce a *segregation* report at least monthly.

4330. Reporting segregation deficiency

(1) A *Dealer Member* must set reasonable guidelines so that any material *segregation* deficiency is reported promptly to the *Dealer Member's* appropriate *Executives*.

4331. Authorized employees to move investment products

(1) A *Dealer Member* must limit who can move *segregated investment products* into or out of *segregation* to only authorized *employees*.

4332. Supervisory review of segregation report

(1) With the exception of the situation outlined in subsection 4332(2), a *Dealer Member must do a daily* supervisory review of the most recent *segregation* report produced to identify and correct *segregation* deficiencies.

(2) A *Mutual Fund Dealer Member* that does not offer margin lending to clients must do a monthly supervisory review of the most recent *segregation* report produced to identify and correct *segregation* deficiencies.

(3) A *Dealer Member* must do a supervisory review or adopt and implement other procedures that provide reasonable assurance the *segregation* report is complete and accurate.

4333. – 4339. Reserved.

PART B – CUSTODY AND RELATED INTERNAL CONTROL REQUIREMENTS

PART B.1 – GENERAL CUSTODY REQUIREMENTS

4340. Introduction

(1) A *Dealer Member* takes on certain operational risks when it has custody of *securities*, precious metals bullion and other like assets These risks arise in connection with the location where and by whom they are held and whether a *Dealer Member* has adequate *internal controls* to deal with these risks. Part B of Rule 4300 prescribes *CIRO requirements* for managing the risks related to the custody of these types of *investment products*. As these risks are quantifiable, they are treated as margin charges when calculating *Dealer*

Member risk adjusted capital. This Part B of Rule 4300, in conjunction with Form 1, prescribes these charges.

4341. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 4300:

"external acceptable securities location" (*lieu agréé de dépôt de titres externe*)	An *acceptable securities location* for *securities*, precious metals bullion and other like assets that are not under a *Dealer Member's* physical possession but which are under a *Dealer Member's* control.
"internal acceptable securities location" (*lieu agréé de dépôt de titres interne*)	An *acceptable securities location* for *securities*, precious metals bullion and other like assets that are in a *Dealer Member's* physical possession or physical control. *Internal acceptable securities locations* include acceptable transfer locations.
"set-off risk" (*risque de compensation*)	The risk exposure resulting when a *Dealer Member* has other transactions, balances or positions with a custodian, and the resulting balances could be set off against the value of the *investment products* held by the custodian.

4342. Hold investment products in an acceptable securities location

(1) A *Dealer Member* must hold *investment products* requiring custody, including book-based *securities*, in an *acceptable securities location* as prescribed in Rule 4300 and Form 1. *Acceptable securities locations* can either be *internal acceptable securities locations*, which include acceptable transfer locations; or *external acceptable securities locations*, which in Form 1 are simply referred to as "*acceptable securities locations*".

4343. Timely deposit

(1) A *Dealer Member* must deposit *investment products* requiring *segregation* in an *acceptable securities location* on a timely basis.

PART B.2 - ACCEPTABLE SECURITIES LOCATIONS

4344. Acceptable internal storage location

(1) *Investment product* positions in a *Dealer Member's* physical possession must be held in an internal storage location that meets the requirements in section 4345, in order for the internal storage location to be an *internal acceptable securities location*.

4345. Acceptable internal storage location requirements

(1) A *Dealer Member's* internal storage location must:

(i) be subject to ongoing adequate *internal controls* and systems for safeguarding *investment products*, and

(ii) hold all unencumbered *investment product* positions in the physical possession of the *Dealer Member*.

4346. Acceptable transfer locations

(1) *Investment products* in transfer must be in the possession of a registered or recognized transfer agent and a *Dealer Member* must comply with the applicable confirmation

requirements in sections 4356 through 4360, in order for the transfer location to be an acceptable transfer location.

4347. Investment product positions not in a Dealer Member's physical possession

(1) *Investment product* positions not in a *Dealer Member's* physical possession but which are under a *Dealer Member's* control must be held in an *external acceptable securities location* or the *Dealer Member* must comply with the client waiver requirements in section 4352.

4348. Entities that may be external acceptable securities locations

(1) Entities that may be *external acceptable securities locations* must comply with the *CIRO requirements* prescribed in Rule 4300 and in Form 1. In Form 1, the entities that may qualify as *"acceptable securities locations"* are grouped into eight categories: depositories and clearing agencies, *acceptable institutions* and subsidiaries of *acceptable institutions*, *acceptable counterparties*, banks and trust companies, mutual funds or their agents, *regulated entities*, foreign institutions and foreign *securities* dealers, and entities considered suitable to hold London Bullion Market Association gold and silver good delivery bars.

4349. Approval of foreign institutions and foreign securities dealers

(1) To obtain *CIRO's* approval of a foreign institution or foreign *securities* dealer as an *acceptable securities location*, a *Dealer Member* must:

(i) perform due diligence,

(ii) approve the foreign institution or *securities* dealer as an *external acceptable securities location*, and

(iii) complete a certificate in the form prescribed by *CIRO* evidencing its due diligence and approval.

4350. Application to CIRO for approval of foreign institutions and foreign securities dealers

(1) A *Dealer Member* must apply in writing to *CIRO* for review and approval of a foreign institution or foreign *securities* dealer as an *acceptable securities location*.

(2) Prior to submission to *CIRO* the application must be approved by the *Dealer Member's* board of directors or by a committee of the *Dealer Member's* board of directors.

(3) The application to *CIRO* must include the following:

Document	**Contents**	**Form** (if CIRO prescribed)
1. Foreign custodian certificate	1. *Dealer Member* responses to custodian due diligence questions 2. *Dealer Member* certification of approval of foreign custodian as a location for holding *investment products*	In a form satisfactory to *CIRO*

Document	Contents	**Form** (if CIRO prescribed)
2. Latest audited financial statements of proposed foreign custodian	Must evidence minimum net worth of C$150 million	

4351. Annual approval of foreign institutions and foreign securities dealers as acceptable securities locations

(1) For a foreign institution or foreign *securities* dealer to continue to be an *acceptable securities location*, the *Dealer Member's* board of directors or a committee of the *Dealer Member's* board of directors must annually:

(i) approve in writing the foreign institution or foreign *securities* dealer, and

(ii) complete and sign a foreign custodian certificate for the foreign institution or foreign *securities* dealer.

(2) The *Dealer Member* must file the foreign custodian certificate with *CIRO*.

(3) The annual approval by the *Dealer Member's* board of directors or a committee of the *Dealer Member's* board of directors must be given as follows:

Document	**Contents**	**Notes**
Dealer Member's board material and foreign custodian certificate	*Dealer Member* board's or committee of the *Dealer Member* board's annual written approval of foreign custodian as foreign location for holding *investment products*	Approval must be documented in minutes of a meeting. Approval must be available for review by examiners during a field examination of the *Dealer Member*

(4) Without this written approval and filed foreign custodian certificate, the location is a non-acceptable securities location.

4352. Obtaining a client waiver when an external acceptable securities location is unavailable

(1) If a *Dealer Member* holds *investment product* positions for a client in a foreign jurisdiction where:

(i) *applicable laws* and circumstances may restrict the transfer of *investment product* positions from that jurisdiction, and

(ii) the *Dealer Member* cannot arrange to hold the client's *investment products* in the jurisdiction at an *external acceptable securities location*,

the *Dealer Member* must obtain a waiver from the client.

(2) The client's waiver in approved form must be obtained for each transaction.

(3) In the waiver, the client must:

(i) consent to the arrangement,

(ii) acknowledge the risks associated with holding *investment products* at the specified foreign custodian on behalf of the *Dealer Member* in the specified country, and

(iii) waive any claims it may have against the *Dealer Member* and hold the *Dealer Member* harmless if the foreign custodian loses the *investment products*.

(4) On obtaining the waiver, a *Dealer Member* may hold those client *investment products* at a custodian in the foreign jurisdiction if the *Dealer Member* has a written custodial agreement with the custodian.

PART B.3 - WRITTEN CUSTODIAL AGREEMENT REQUIREMENT

4353. Agreement with each external securities location

(1) As required in Form 1, a *Dealer Member* must execute a written custodial agreement with each external custodian. In order for the external custodian to qualify as an *external acceptable securities location* the written custodial agreement must state that:

(i) the *Dealer Member* must give prior written consent to any use or disposal of the *investment products*,

(ii) *security* certificates can be delivered promptly on demand or, if certificates are not available and the *securities* are book-based, must be transferable either from the location or to another *person* at the location promptly on demand,

(iii) the *investment products* are held in *segregation* for the *Dealer Member* or its clients free and clear of any charge, lien, claim or encumbrance in favour of the custodian, and

(iv) the custodian indemnifies the *Dealer Member* against losses due to the custodian's failure to return any *investment products* or other property it holds to the *Dealer Member*. However, the custodian's liability is limited to the *market value* of the *investment products* and other property at the time it was required to deliver them to the *Dealer Member*.

When custody is secured by a global custodial agreement, including where the custodian uses a subcustodian, the custodian's indemnity must:

(a) meet standard industry practice,

(b) be legally enforceable, and

(c) be of sufficient scope and in a form that is acceptable to *CIRO*.

4354. Bare trustee custodial agreement

(1) For book-based *security* holdings in which a *Dealer Member* does not have a written custodial agreement with an *external acceptable securities location*, the *Dealer Member* is in compliance with section 4353 if *CIRO*, as bare trustee for *Dealer Members*, has an approved form of custodial agreement with the custodian.

PART B.4 - CONFIRMATION AND RECONCILIATION REQUIREMENTS

4355. Investment products in transit

(1) If *investment products* are in transit between internal storage locations:

(i) for which there are no adequate *internal controls* maintained, or

(ii) for more than five *business days*,

those *investment products* are not considered to be under the *Dealer Member*'s control or physical possession for purposes of good *segregation*.

4356. Confirmations from external acceptable securities locations

(1) A *Dealer Member* must receive a positive confirmation of all *investment product* positions annually at its fiscal year-end audit date from each *external acceptable securities location*.

(2) If a *Dealer Member* does not receive a positive fiscal year end audit confirmation of an *investment product* position from an *external acceptable securities location*, then the *Dealer Member* must transfer the position to its difference account.

4357. Confirmations from transfer locations in Canada

(1) If a *Dealer Member* has delivered *securities* for re-registration to a transfer location in Canada, the *Dealer Member* must receive those *securities* within 20 *business days* of delivery.

(2) If a *Dealer Member* has not received those *securities* within 20 *business days* of delivery, it must obtain written confirmation of the position receivable from the transfer location within 45 *business days* of delivery.

(3) If the position remains unconfirmed after 45 *business days* from delivery, the transfer location is a non-acceptable transfer location for that position, and the *Dealer Member* must transfer the position to its difference account.

4358. Confirmations from transfer locations in the United States

(1) If a *Dealer Member* has delivered *securities* for re-registration to a transfer location in the United States, the *Dealer Member* must receive those *securities* within 45 *business days* of delivery.

(2) If a *Dealer Member* has not received those *securities* within 45 *business days* of delivery, it must obtain written confirmation of the position receivable from the transfer location within 70 *business days* of delivery.

(3) If the position remains unconfirmed after 70 *business days* from delivery, the transfer location is a non-acceptable transfer location for that position, and the *Dealer Member* must transfer the position to its difference account.

4359. Confirmations from transfer locations outside Canada and the United States

(1) If a *Dealer Member* has delivered *securities* for re-registration to a transfer location outside Canada and the United States, the *Dealer Member* must receive those *securities* within 70 *business days* of delivery.

(2) If a *Dealer Member* has not received those *securities* within 70 *business days* of delivery, it must obtain written confirmation of the position receivable from the transfer location within 100 *business days* of delivery.

(3) If the position remains unconfirmed after 100 *business days* from delivery, the transfer location is a non-acceptable transfer location for that position, and the *Dealer Member* must transfer the position to its difference account.

4360. Confirmations of stock dividends receivable and stock splits

(1) If a *Dealer Member* has not received the *securities* from a declared stock dividend or stock split within 45 *business days* of the date receivable, the *Dealer Member* must obtain written confirmation of the position receivable.

(2) If the position remains unconfirmed after 45 *business days*, the *Dealer Member* must transfer the position to its difference account.

4361. Reconcile records for mutual funds and evidences of deposit

(1) A *Dealer Member* must, at least monthly, reconcile its *records* of *investment products* consisting of mutual funds and evidences of deposit with *records* provided by the issuing mutual fund or financial institution.

PART B.5 - MARGIN REQUIREMENTS

4362. Acceptable securities location

(1) For *investment products* a *Dealer Member* holds at an *acceptable securities location*, custodial related margin requirements only apply to unresolved differences.

4363. Margin charges – non-acceptable securities location

(1) For *investment products* a *Dealer Member* holds at a non-acceptable securities location, additional margin requirements prescribed in this Part B.5 must be provided unless a client waiver is obtained that complies with the requirements in section 4352.

4364. Non-acceptable internal storage and non-acceptable securities location

(1) If *investment products* are:

(i) not considered to be under the *Dealer Member's* control or physical possession for purposes of good *segregation* under section 4355, or

(ii) not under a *Dealer Member's* physical possession and are held at a non-acceptable securities location because:

(a) the location does not meet the criteria for an *internal acceptable securities location* as specified in section 4345, or

(b) the location does not meet the criteria for an *external acceptable securities location* as specified in section 4348, or

(c) there is no annual written approval of a foreign institution or foreign *securities* dealer as an *acceptable securities location* as specified in section 4351,

then, when it calculates *risk adjusted capital,* a *Dealer Member* must deduct 100% of the *market value* of the *investment products* held in custody with the non-acceptable securities location.

4365. No confirmation from location

(1) *Investment product* positions where the *Dealer Member* has not received:

(i) a positive fiscal year end audit confirmation under subsection 4356(2) or where an adequate month-end reconciliation process is not performed by the *Dealer Member*,

(ii) a confirmation from a transfer agent, within the required time period, under subsection 4357(3), 4358(3) or 4359(3), or

(iii) a confirmation of a related stock split or stock dividend under subsection 4360(2)

are not considered to be under the *Dealer Member's* control or physical possession for purposes of good *segregation* and must be transferred to a *Dealer Member's* difference account.

(2) For difference account positions in subsection 4365(1), the *Dealer Member* must:

(i) provide for the purposes of calculating *risk adjusted capital*, as an amount required to margin, the sum of the *investment product* position *market value* and the normal inventory margin, and

(ii) undertake to borrow or buy-in the position pursuant to section 4368.

4366. No written custodial agreement

(1) If a *Dealer Member* does not have a written custodial agreement with a custodian, and that entity would otherwise qualify as an *acceptable securities location*, it must provide margin on the *investment product* positions held in custody at that custodian in accordance with subsections 4366(2) and 4366(3).

(2) *Dealer Member* has no *set-off risk* with the custodian

(i) If the *Dealer Member* has no *set-off risk* with the custodian, in determining its *early warning excess* and *early warning reserve*, the *Dealer Member* must deduct as a margin requirement 10% of the *market value* of the *investment product* positions held in custody at the custodian.

(3) *Dealer Member* has *set-off risk* with the custodian

(i) If the *Dealer Member* has *set-off risk* with the custodian, in determining:

(a) its *risk adjusted capital*, the *Dealer Member* must deduct as a margin requirement the lesser of:

(I) 100% of the *set-off risk* exposure, and

(II) 100% of the *market value* of the *investment product* positions held in custody

and

(b) its *early warning excess* and *early warning reserve*, the *Dealer Member* must deduct as a margin requirement the lesser of:

(I) 10% of the *market value* of *investment product* positions held in custody at the custodian, and

(II) 100% of the *market value* of *investment product* positions held in custody at the custodian less amount required in sub-clause 4366(3)(i)(a).

4367. Records - reconciliation

(1) If a *Dealer Member* reconciles its *records* to an issuing mutual fund's or financial institution's monthly files or statements in accordance with section 4361, the *Dealer Member* must provide margin based on the requirements in Form 1, Statement B, Line 24, Notes and Instructions for any unresolved differences.

(2) If a *Dealer Member* does not reconcile its *records* with files or statements received from mutual funds, or financial institutions for evidences of deposit, it must:

(i) in determining its *risk adjusted capital*, deduct as a margin requirement for unresolved differences an amount equal to:

(a) 10% of the *market value* of the *investment products,* where there have been no transactions in the *investment products*, other than redemptions and transfers, for at least six months and no loan value has been given on the *investment products*, or

(b) 100% of the *market value* of the *investment products*,

and

(ii) undertake to borrow or buy-in the position pursuant to section 4368.

4368. Difference accounts

(1) A *Dealer Member* must maintain a difference or suspense account to record all *investment product* positions not received due to unreconcilable differences or errors in any accounts.

(2) If a *Dealer Member* has not received the *investment product* positions recorded in a difference account within 30 *business days* of recording the deficiency, the *Dealer Member* must:

(i) borrow the *investment product* position to cover the deficiency, or

(ii) undertake to purchase the *investment product* immediately.

4369. - 4379. Reserved.

PART C – CLIENT FREE CREDIT BALANCE REQUIREMENTS

4380. Introduction

(1) Part C of Rule 4300 sets our restrictions on a *Dealer Member's* use of clients' *free credit balances* in its business, when permitted under the *CIRO requirements*.

4381. Investment Dealer Member's use of client free credit balances

(1) An *Investment Dealer Member* may use its clients' *free credit balances* in its business only in accordance with sections 4383 to 4386.

4382. Mutual Fund Dealer Member's use of client free credit balances

(1) A *Mutual Fund Dealer Member* must keep its clients' cash:

(i) segregated in trust for clients in an account with a Canadian financial institution qualifying as an *acceptable institution*, and

(ii) separate from other money the *Mutual Fund Dealer Member* receives.

(2) Despite subsection 4382(1), a Level 4 Dealer may use its clients' *free credit balances* in its business if it complies with the:

(i) minimum capital requirements in sub-clause 4111(3)(i)(f), and

(ii) client *free credit balance* usage limits and excess *free credit balance* segregation requirements in sections 4383 to 4386 and in Statement F and Schedule 2 of Form 1.

4383. Notation on client account statements

(1) A *Dealer Member* that uses client *free credit balances* within its business and that does not keep its clients' *free credit balances*:

(i) segregated in trust for clients in an account with a Canadian financial institution qualifying as an *acceptable institution,* and

(ii) separate from other money the *Dealer Member* receives, must clearly write the following or equivalent on all statements of account it sends to clients:

> "Any free credit balances represent funds payable on demand which, although properly recorded in our books, may not be segregated and may be used in the conduct of our business."

4384. Calculating usable free credit balances

(1) A *Dealer Member* that uses client *free credit balances* within its business must not use client *free credit balances* that total more than the greater of:

(i) general free credit limit:

twelve times the *Dealer Member's early warning reserve* amount, or

(ii) margin lending adjusted free credit limit:

twenty times the *Dealer Member's early warning reserve* amount for margin lending purposes plus twelve times the remaining *early warning reserve* amount for all other purposes, where the remaining *early warning reserve* amount equals the *early warning reserve* amount minus 1/20th of the total settlement date client margin debit amount.

(2) A *Dealer Member* that uses client *free credit balances* within its business must segregate client *free credit balances* that are in excess of the amount calculated in subsection 4384(1) either:

(i) in cash held in trust for clients in a separate account with a Canadian financial institution qualifying as an *acceptable institution*, and this trust property must be clearly identified as such at the *acceptable institution* or

(ii) in the following *securities*:

Securities eligible for client free credit segregation purposes

Category	Minimum designated rating organization current credit rating	Qualification(s)
1. Bonds, debentures, treasury bills and other *securities* with a term of 1 year or less, issued or guaranteed by the following: • national governments of Canada, United Kingdom, and United States • Canadian provincial governments	Not applicable (N/A)	Not applicable (N/A)

2.	Bonds, debentures, treasury bills and other *securities* with a term of 1 year or less, issued or guaranteed by any other national foreign government not identified in category 1	AAA	Foreign government of a Basel Accord country
3.	Canadian bank paper with an original maturity of 1 year or less	R-1(low), F1, P-1, A-1(low)	No *designated rating organization* has a lower current credit rating Must be issued by a Canadian *chartered bank* *Securities* issued by a provider of capital, as defined in the notes and instructions to Schedule 14 of Form 1, are not eligible

4385. Weekly calculation

(1) At least weekly, but more frequently if required, a *Dealer Member* that uses client *free credit balances* within its business must calculate the amounts that must be segregated under section 4384.

4386. Daily compliance review and required action

(1) A *Mutual Fund Dealer Member* that does not use client *free credit balances* within its business must:

(i) every day, determine the amount that must be segregated under subsection 4382(1),

(ii) identify and correct any deficiency in amounts required to be segregated under subsection 4382(1) within one *business day* following the determination of the deficiency.

(2) Where the deficiency under clause 4386(1)(ii) exists for more than one *business day*, it must be provided out of the *Mutual Fund Dealer Member*'s capital when calculating its *risk adjusted capital*.

(3) A *Dealer Member* that uses client *free credit balances* within its business must:

(i) every day, compare the amount of client *free credit balances* it has segregated to the amount subsection 4384(2) requires to be segregated,

(ii) identify and correct any deficiency in amounts of *free credit balances* required to be segregated under subsection 4384(2) within five *business days* following the determination of the deficiency.

4387. Designated trust account

(1) A *Dealer Member* must advise, in writing, the financial institution holding client cash segregated in trust pursuant to clause 4382(1)(i) or clause 4384(2)(i) that:

(i) the account is established for the purpose of holding client funds in trust and the account shall be designated as a "trust account",

(ii) money may not be withdrawn, including by way of electronic transfer, by any person other than authorized employees of the *Dealer Member*, and

(iii) the money held in trust may not be used to cover shortfalls in any other accounts of the *Dealer Member*.

4388. - 4399. Reserved.

RULE 4400 | PROTECTION OF CLIENT ASSETS – SAFEKEEPING CLIENT ASSETS, SAFEGUARDING CASH AND INVESTMENT PRODUCTS, AND INSURANCE

4401. Introduction

(1) Rule 4400 sets out the following *Dealer Member* requirements relating to the protection of client assets:

Part A - Safekeeping requirements
[sections 4402 through 4407]

Part B - Internal controls requirements for safeguarding cash, *securities*, precious metals bullion and other like assets
[sections 4420 through 4434]

Part C - Insurance requirements
[sections 4450 through 4468]

PART A - SAFEKEEPING REQUIREMENTS

4402. Introduction

(1) Part A of Rule 4400 requires a *Dealer Member* to have adequate *safekeeping* arrangements in place to protect its clients' assets.

4403. Written safekeeping agreement

(1) A *Dealer Member* with *securities*, precious metals bullion or other like assets held for *safekeeping* must have a written *safekeeping* agreement with each client it holds those *investment products* for.

4404. Keep assets free from encumbrance

(1) A *Dealer Member* must keep *securities,* precious metals bullion or other like assets held for *safekeeping* free from any encumbrance.

4405. Procedures to keep assets apart

(1) A *Dealer Member* must keep *securities,* precious metals bullion or other like assets held for *safekeeping* separate from all other positions and must have procedures in place to ensure this separation.

4406. Identifying assets held for safekeeping in records

(1) A *Dealer Member* must specifically identify and record *securities*, precious metals bullion or other like assets held for *safekeeping* in its *securities*, precious metals bullion or similar *investment product* position *records* and client's ledger and statement of account.

4407. Release of assets held in safekeeping

(1) A *Dealer Member* may release *securities,* precious metals bullion or other like assets held for *safekeeping* to others only when the client so instructs.

4408. - 4419. Reserved.

PART B – INTERNAL CONTROL REQUIREMENTS FOR SAFEGUARDING CASH, SECURITIES, PRECIOUS METALS BULLION AND OTHER LIKE ASSETS

4420. Introduction

(1) Part B of Rule 4400 requires a *Dealer Member* to have policies and procedures to prevent loss of its clients' and its own assets.

4421. Safeguarding client and Dealer Member cash, securities, precious metals bullion and other like assets

(1) A *Dealer Member* must safeguard its clients' and its own cash, *securities*, precious metals bullion and other like assets:

(i) to protect them against material loss, and

(ii) to detect and account for potential losses (for regulatory, financial and insurance purposes) on a timely basis.

(2) A *Dealer Member*'s policies and procedures must specifically address the minimum requirements for safeguarding cash, *securities*, precious metals bullion and other like assets as described in sections 4422 through 4433.

(3) *CIRO* recognizes that a *Dealer Member* with a small operation may be unable to comply with Rule 4400 requirements to segregate duties. If these minimum requirements are inappropriate because of a *Dealer Member's* small size, it must implement alternative control procedures that *CIRO* approves.

4422. Receipt and delivery of securities, precious metals bullion and other like assets

(1) *Employees* who receive and deliver physical *securities*, precious metals bullion and other like assets must not have access to the *Dealer Member's securities*, precious metals bullion or similar product *records*.

(2) The *Dealer Member* must handle *securities*, precious metals bullion and other like assets in a restricted and secure area.

(3) The receipt and delivery of *securities*, precious metals bullion and other like assets must be promptly and accurately recorded (including certificate numbers, registrations, and coupon numbers).

(4) A *Dealer Member* using mail service must send negotiable certificates by registered mail.

(5) A *Dealer Member* must obtain signed receipts from the client or agent for all *securities*, precious metals bullion and other like assets not delivered against payment.

4423. Restricting access to securities, precious metals bullion and other like assets

(1) Only designated *employees* may physically handle *securities*, precious metals bullion or other like assets.

(2) *Securities*, precious metals bullion and other like assets must be physically handled only in a restricted and secure area.

(3) Only *employees* not involved in maintaining or balancing *Dealer Member records* may handle physical *securities*, precious metals bullion or other like assets.

4424. Clearing

(1) A *Dealer Member* must promptly compare and balance its *records* with reports of the previous day's settlements.

(2) Only *employees* who do not carry out trading functions may reconcile clearing or settlement accounts.

(3) A *Dealer Member* must take prompt action to correct differences in its *records*.

(4) A *Dealer Member* must regularly review aged "fails to deliver" and "fails to receive" and identify the reason for settlement delay.

(5) Any fail that continues for an extended period of time must be promptly reported to the *Dealer Member's* appropriate *Executives*.

(6) A *Dealer Member* must not use a client account *security* position to settle a short "pro" sale unless it has obtained written permission from, and provided appropriate collateral to, the client pursuant to:

(i) a margin account agreement, or

(ii) a cash and *security* loan agreement,

that has been executed in accordance with *CIRO requirements*.

(7) A *Dealer Member* must reconcile its *records* daily with clearing corporation and depository *records* to ensure they agree.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4424 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4424:

4424. Clearing

(1) A *Dealer Member* must promptly compare and balance its *records* with reports of the previous day's settlements.

(2) Only *employees* who do not carry out trading functions may reconcile clearing or settlement accounts.

(3) A *Dealer Member* must take prompt action to correct differences in its *records*.

(4) A *Dealer Member* must regularly review aged "fails to deliver" and "fails to receive" and identify the reason for settlement delay.

(5) Any fail that continues for an extended period of time must be promptly reported to the *Dealer Member's* appropriate *Executives*.

(6) A *Dealer Member* must not use a client account *security* position to settle a short "pro" sale unless it has obtained written consent from, and provided appropriate collateral to, the client pursuant to:

(i) a margin account agreement, or

(ii) a *securities loan* agreement,

that has been executed in accordance with *CIRO requirements*.

(7) A *Dealer Member* must reconcile its *records* daily with clearing corporation and depository *records* to ensure they agree.

4425. Protecting securities, precious metals bullion and other like assets

(1) A *Dealer Member* must assess the risk of any location that holds *securities*, precious metals bullion or other like assets for it and for the accounts of its clients.

(2) A *Dealer Member's* processing controls must separate duties for recording entries from duties for initiating transfers on depository *records* (for instance, transfers between the "free" and "seg" boxes).

(3) At least monthly, a *Dealer Member* must reconcile its *records* of *security*, precious metals bullion and other like asset positions to the custodian's *records* where the positions are held. The *Dealer Member* must investigate differences and make appropriate adjustment entries as necessary.

(4) A *Dealer Member* must have a proper written custody agreement with each custodian where *securities*, precious metals bullion and other like assets are held for it or for the accounts of its clients and for which the *Dealer Member* is responsible.

4426. How to handle security, precious metals bullion and similar product records

(1) *Employees* maintaining and balancing *securities*, precious metals bullion and similar product *records* must not be involved in handling physical *securities*, precious metals bullion and other like assets.

(2) A *Dealer Member* must promptly update its *securities*, precious metals bullion and similar product *records* to reflect changes in location and ownership of *securities*, precious metals bullion and other like assets under its control.

(3) Journal entries made to *securities*, precious metals bullion and similar product *records* must be clearly identified and a *Dealer Member* must review and approve adjustments before processing.

4427. Rules for counting securities, precious metals bullion and other like assets

(1) At least once a year, a *Dealer Member* must count physical *securities*, precious metals bullion and other like assets held:

(i) in *segregation*, and

(ii) for *safekeeping,*

in addition to its annual external audit physical *securities,* precious metals bullion and other like assets count.

(2) At least monthly, a *Dealer Member* must count physical *securities*, precious metals bullion and other like assets held in current boxes.

(3) Only *employees* who do not handle *securities*, precious metals bullion and other like assets may conduct physical *securities*, precious metals bullion and other like assets counts.

(4) Count procedures must include all physical *securities*, precious metals bullion and other like assets held in the box location subject to the count and must simultaneously verify related positions such as positions in transit or in the process of being transferred.

(5) During a physical *securities*, precious metals bullion and other like assets count, both the description of the asset and the quantity must be compared to the *Dealer Member's records*. Any discrepancies must be investigated and corrected promptly. Positions not reconciled within a reasonable period must be promptly reported to the *Dealer Member's* appropriate *Executives* and accounted for.

4428. Moving certificates, securities, precious metals bullion and other like assets between branches

(1) A *Dealer Member* must record the location of certificates in transit between its offices in separate transit accounts on its *security* position *records*. The *Dealer Member* must reconcile these accounts monthly.

(2) When *securities*, precious metals bullion or other like assets are in transit, a *Dealer Member* must book out the *securities*, precious metals bullion or other like assets from the branch account and book them into the transit account. When the *securities*, precious metals bullion or other like assets are physically received at a branch, the *Dealer Member* must book them out of the transit account and into the receiving branch's account.

(3) The receiving branch must check *securities*, precious metals bullion or other like assets received against the accompanying transit sheet.

(4) The methods of transportation a *Dealer Member* chooses for *securities*, precious metals bullion or other like assets in transit must:

(i) comply with insurance policy terms, and

(ii) take into account the value, negotiability, urgency, and cost factors.

4429. Transferring securities

(1) A *Dealer Member* must maintain a *record* showing all *securities* sent to, and held by, transfer agents.

(2) Only authorized *employees* outside the transfer department should be able to request transfers into a name other than the *Dealer Member's* name. Only fully-paid *securities* (new issues excepted) may be transferred into a name other than the *Dealer Member's* name.

(3) The transfer department may carry out transfers only when it receives a properly authorized request.

(4) A *Dealer Member's security* position *record* must record, and name them as, "securities out for transfer".

(5) A *Dealer Member* must have a receipt for a *securities* position at a transfer agent.

(6) A *Dealer Member* must prepare, and the department manager or another appropriate manager must review, a weekly ageing of all transfer positions to verify the validity of the positions and the reasons for any undue delay in receiving *securities* from transfer agents.

(7) Authorized *employees* handling transfers must not have other *security* cage functions such as deliveries, or the management of current box and segregated box positions.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4429 with the following, which, once approved, we will incorporate as is into the CIRO Rules to replace section 4429:

4429. Transferring securities

(1) A *Dealer Member* must maintain a *record* showing all *securities* sent to, and held by, transfer agents.

(2) Only authorized *employees* outside the transfer department should be able to request transfers into a name other than the *Dealer Member's* name.

(3) Only fully paid *securities* may be transferred into a name other than the *Dealer Member's* name, with the exception of new issues and *securities* borrowed by the *Dealer Member* under Part B.2. of Rule 4600.

(4) The transfer department may carry out transfers only when it receives a properly authorized request.

(5) A *Dealer Member's security* position *record* must record, and name them as, "securities out for transfer".

(6) A *Dealer Member* must have a receipt for a *securities* position at a transfer agent.

(7) A *Dealer Member* must prepare, and the department manager or another appropriate manager must review, a weekly ageing of all transfer positions to verify the validity of the positions and the reasons for any undue delay in receiving *securities* from transfer agents.

(8) Authorized *employees* handling transfers must not have other *security* cage functions such as deliveries, or the management of current box and segregated box positions.

4430. Re-organization

(1) A *Dealer Member* must have a formal procedure to identify and record the timing and terms of all issuances such as forthcoming rights and offers.

(2) A *Dealer Member* must have a clear method of communicating upcoming re-organization activities to the sales force. These include deadlines for submitting special instructions in writing and any special handling procedures required for key dates.

(3) An authorized *employee* or department must have clear responsibility for organizing and handling each offer.

(4) A *Dealer Member* must clearly define procedures to balance positions daily and to physically control *securities*.

(5) A *Dealer Member* must regularly reconcile and review suspense accounts involving offers and splits.

4431. Handling dividends and interest

(1) A *Dealer Member* must have a system to record the total dividends and interest payable and receivable at due date.

(2) Dividend and interest record keeping *employees* must not handle cash or authorize payments.

(3) At least monthly, a *Dealer Member* must:

(i) reconcile dividend and interest accounts, and

(ii) review aged dividend receivables.

(4) Only the department manager or another appropriate manager may authorize dividend and interest write-offs.

(5) The department manager or another appropriate manager must approve journal entries to and from dividend and interest accounts.

(6) A *Dealer Member*:

(i) must not pay dividend claims, other than as part of an automatic settlement system, unless accompanied by supporting documents such as proof of registration, and

(ii) must compare supporting documents with internal *records* for validity and then have the department manager or another appropriate manager approve them.

(7) A *Dealer Member* must withhold non-resident tax when required by law.

(8) Where required by *applicable laws*, a *Dealer Member* must ensure client income is appropriately reported for income tax purposes.

4432. Reconciling internal accounts

(1) At least monthly, a *Dealer Member* must reconcile internal accounts.

(2) A department manager or another appropriate manager must review the reconciliation.

4433. Cash

(1) The department manager or another appropriate manager must review and approve all bank reconciliations.

(2) At least monthly, a *Dealer Member* must reconcile bank accounts in writing, identifying and dating all reconciling items.

(3) Journal entries to clear reconciling items must be made on a timely basis and approved by a department manager or another appropriate manager.

(4) Bank accounts must be reconciled by *employees* who do not have:

(i) access to funds, either receipts or disbursements, or

(ii) access to *investment product* positions, or

(iii) record keeping responsibilities that include the authority to write or approve journal entries.

(5) An appropriate *Executive* must establish criteria for approving the requisition of a cheque.

(6) Cheques must be pre-numbered, and a *Dealer Member* must account for numerical continuity.

(7) Blank cheques are properly safeguarded.

(8) Cheques must be signed by two authorized *employees*.

(9) The authorized *employees* must only sign a cheque when the appropriate supporting documents are provided. The supporting documents must be cancelled after they sign the cheque.

(10) A *Dealer Member* must limit and supervise access to any facsimile signature machine.

(11) A *Dealer Member* must limit the number of authorized employees permitted to withdraw funds from the bank accounts, including by way of electronic transfer.

4434. Trust accounts for client funds

(1) A *Mutual Fund Dealer Member* that does not use client *free credit balances* within its business must record all client cheques upon receipt and deposit the cheques to the trust

account on the day of receipt. The *Mutual Fund Dealer Member* may deposit the cheque the following *business day*, if the cheque is received after normal business hours.

(2) A *Mutual Fund Dealer Member* that does not use client *free credit balances* within its business must balance deposits to the trust account daily against deposit records, receivable records and mutual fund settlement records.

(3) A *Mutual Fund Dealer Member* that does not use client *free credit balances* within its business must segregate interest received that is payable to clients in respect of cash held in trust for clients in accordance with subsection 4382(1).

4435. - 4449. Reserved.

PART C – INSURANCE REQUIREMENTS

4450. Introduction

(1) Part C of Rule 4400 requires a *Dealer Member* to have enough insurance to protect against potential losses from theft, fraudulent acts, and other losses.

4451. Definitions

(1) The following terms have the meanings set out below when used in Part C of Rule 4400:

"base amount" (*montant de base*)	The greater of: (i) the aggregate client net equity for all client accounts, where net equity for each client is the net value of cash, *securities*, precious metals bullion and other *investment products* held or controlled by the *Dealer Member* on behalf of clients, and (ii) the *Dealer Member's* total allowable assets calculated in accordance with Form 1, Statement A.
"standard form financial institution bond" (*police d'assurance des institutions financières standard*)	The standard form of Financial Institution Bond insurance coverage a *Dealer Member* must obtain.

4452. Dealer Member must have insurance

(1) A *Dealer Member* must have and maintain insurance:

(i) against the types of loss, and

(ii) with at least the minimum amount of coverage,

as prescribed in Part C of Rule 4400.

4453. Qualified insurance carriers

(1) A *Dealer Member* must obtain and maintain insurance underwritten by either:

(i) an insurer registered or licensed under the laws of Canada or a province of Canada, or

(ii) a foreign insurer *CIRO* has approved.

4454. Foreign insurers

(1) To obtain *CIRO* approval, a foreign insurer must:

(i) have a minimum net worth of $75 million on its last audited statement of financial position,

(ii) have financial information acceptable to, and available for inspection by, *CIRO*, and

(iii) satisfy *CIRO* that it is subject to supervision by regulatory authorities in its incorporation jurisdiction that is substantially similar to a Canadian insurance company's supervision.

4455. Mail insurance

(1) A *Dealer Member* must have mail insurance that covers 100% of losses from any outgoing shipments of negotiable or non-negotiable *securities* by registered mail.

(2) If a *Dealer Member* delivers a written promise to *CIRO* that it will not use registered mail for outgoing shipments of *securities*, the *Dealer Member* is not required to have the mail insurance set out in subsection 4455(1).

4456. Financial institution bond

(1) A *Dealer Member* must have and maintain insurance against losses, using a financial institution bond with a discovery rider attached or discovery provisions incorporated in the financial institution bond. The five types of losses the insurance must cover are:

(i) **Fidelity** - Any loss, including loss of property, from a dishonest or fraudulent act of a *Dealer Member's employees*:

(a) committed anywhere, and

(b) committed alone or with others.

(ii) **On premises -** Any loss of money, *securities*, precious metals bullion, or other property through robbery, burglary, theft, hold-up or other fraudulent means, mysterious disappearance, damage, or destruction while in any of:

(a) the insured's offices,

(b) a banking institution's offices,

(c) a clearing house, or

(d) a recognized place of safe-deposit,

all as defined in the *standard form financial institution bond*.

(iii) **In transit -** Any loss of money and negotiable or non-negotiable *securities*, precious metals bullion or other property, while in transit. The value of *securities*, precious metals bullion in transit in an *employee's* or *agent's* custody must not exceed the protection under this clause. In transit coverage must be calculated on a dollar for dollar basis. A *Dealer Member* must provide, for *CIRO* approval, a list of exceptions to the money, *securities*, precious metals bullion, or other property protected under this clause.

(iv) **Forgery or alterations -** Any loss through forgery or alteration of any:

(a) cheques,

(b) drafts,

(c) promissory notes, or

(d) other written orders or directions to pay sums in money,

excluding *securities*, as defined in the *standard form financial institution bond*.

(v) **Securities -** Any loss:

(a) through the purchase, acquisition, sale, delivery, extension of credit, or action on *securities* or other written instruments which prove to have been:

(I) forged,

(II) counterfeited,

(III) raised or altered, or

(IV) lost or stolen,

or

(b) due to having guaranteed in writing or having witnessed any signatures on any transfers, assignments or other documents or written instruments, as defined in the *standard form financial institution bond*.

4457. Minimum insurance requirements

(1) Level 1, 2 and 3 Dealers and *Investment Dealer Members* that are Type 1 *introducing brokers* must maintain minimum insurance for each clause in subsection 4456(1) for the greater of:

(i) $200,000, and

(ii) ½% of the *base amount*,

provided that the minimum amount need not exceed $25,000,000 for each clause.

(2) *Investment Dealer Members* that are Type 2 *introducing brokers* must maintain minimum insurance for each clause in subsection 4456(1) for the greater of:

(i) $500,000, and

(ii) ½% of the *base amount*,

provided that the minimum amount need not exceed $25,000,000 for each clause.

(3) Level 4 Dealers and *Investment Dealer Members* that are self-clearing or Type 3 or 4 *introducing brokers* must maintain minimum insurance for each clause in subsection 4456(1) for the greater of:

(i) $500,000, and

(ii) 1% of the *base amount*,

provided that the minimum amount need not exceed $25,000,000 for each clause.

4458. Reserved.

4459. Double aggregate limit

(1) A *Dealer Member* must maintain minimum insurance coverage with a double aggregate limit or a provision for full reinstatement.

4460. Calculating minimum insurance requirement and risk adjusted capital provisions

(1) Every month, a *Dealer Member* must calculate its required minimum insurance coverage and file Schedule 11 of Form 1 with its *monthly financial report*.

(2) In calculating minimum insurance coverage requirements, a *Dealer Member* must treat non-negotiable and negotiable form *securities* as the same.

(3) When calculating its *risk adjusted capital* amount, a *Dealer Member* must provide capital for the amount of its insurance deductible.

4461. Correction of insufficient coverage

(1) If a *Dealer Member* has less coverage than the calculated minimum insurance requirement coverage and the deficiency:

(i) is less than 10% of the minimum insurance requirement, the *Dealer Member* must correct the deficiency within two months of the filing date of the *monthly financial report* within which the deficiency was reported, or

(ii) is 10% or more of the insurance requirement, the *Dealer Member* must promptly notify *CIRO* and correct the deficiency within 10 days of identifying it.

4462. Global financial institution bonds

(1) If a *Dealer Member* maintains insurance under Part C of Rule 4400 that names the insured as, or that benefits, the *Dealer Member* and any other *person*, then:

(i) the *Dealer Member* must have the right to claim directly against the insurer for losses, and payment or satisfaction of losses must be made directly to the *Dealer Member*, and

(ii) the individual or aggregate limits under the *standard form financial institution bond* may only be affected by claims made by or for:

(a) the *Dealer Member*,

(b) the *Dealer Member's subsidiaries* whose financial results are consolidated with the *Dealer Member's*, or

(c) the *Dealer Member's holding company*, if the *holding company* does not carry on any business or own any investments other than its interest in the *Dealer Member*.

This applies no matter what the claims, experience, or any other factor that refers to any other *person*.

4463. Notify CIRO of underwriter insurance termination

(1) A *Dealer Member's standard form financial institution bond* and mail insurance policies must require the underwriter to notify *CIRO* at least 30 days before the underwriter terminates or cancels insurance coverage.

4464. When insurance ends due to take-over

(1) A *Dealer Member* taken over by another entity must ensure it has *standard form financial institution bond* coverage for 12 months from the date of the take-over to cover discovery of any losses it had before the take-over date.

(2) The *Dealer Member* must ensure that any additional premium is paid.

4465. Notify CIRO of claims

(1) A *Dealer Member* must give written notice to *CIRO* within two *business days* of reporting a claim to the insurer or its authorized representative.

4466. Board of directors' review and designation

(1) A *Dealer Member*'s policies and procedures must require its board of directors or the executive committee of the *Dealer Member's* board of directors to:

(i) review and approve the insurance requirements and level of coverage at least annually, and

(ii) designate an appropriate *Executive* to be responsible for insurance matters.

4467. Executive review

(1) A *Dealer Member*'s policies and procedures must require the *Executive* responsible for insurance matters:

(i) review regularly the terms of the *Dealer Member's* insurance policies and design of the *Dealer Member's* operating procedures so that the *Dealer Member* is in compliance with those terms,

(ii) monitor business changes and evaluate the need for changes in coverage or operating procedures, and

(iii) monitor business operations so that insured losses are identified, insurer notified and claimed on a timely basis and their effect on aggregate limits are taken into account.

4468. Executive prompt action

(1) A *Dealer Member*'s policies and procedures must require the appropriate *Executive* to:

(i) take prompt action to avert or remedy any projected or actual insurance deficiency, and

(ii) notify *CIRO* immediately of any deficiencies, pursuant to clause 4461(1)(ii).

4469. - 4499. Reserved.

RULE 4500 | FINANCING ARRANGEMENTS – REPURCHASE MARKET TRADING PRACTICES

4501. Introduction

(1) Rule 4500 sets out a standard set of trading practices to increase the transparency of the *repurchase agreement* or *reverse repurchase agreement* markets and to promote liquidity and efficiency in the markets.

4502. Definitions

(1) The following terms have the meaning set out below when used in Rule 4500:

"best efforts" (*au mieux*)	A *repurchase agreement* or *reverse repurchase agreement* trade where the buyer assumes the risk that the seller cannot deliver the *securities* within the specified time.
"CDSX" (*CDSX*)	The *CDS* clearing and settlement system comprising the Depository Service and the Settlement Service.
"forward repo" (*pension sur titres à terme*)	A *repurchase agreement* or *reverse repurchase agreement* trade that settles later than next day.
"general collateral" (*garantie générale*)	Government of Canada *debt* that is *CDSX* eligible, including real-return bonds and strips (residuals and coupons). For real-return bonds an all-in price should be used and the coupon exchanged on coupon payment date.
"inter-dealer broker" (*courtier intermédiaire*)	An organization that provides clients information, electronic trading and communications services for trading in wholesale financial markets.
"odd-lot" (*lot irrégulier*)	A lot less than $25 million for either: (i) overnight and term *general collateral*, or (ii) specials, both term and overnight.

4503. General

(1) A *Dealer Member* trading in the *repurchase agreement* or *reverse repurchase agreement* market that does not include all necessary terms about sales and set-offs in an agreement with the other party must make a capital adjustment as set out in Form 1.

4504. Marking to market

(1) Unless otherwise agreed by the parties, a *Dealer Member* must periodically review its margins to ensure that they are still appropriate for the maturity dates.

(2) Unless otherwise agreed by the parties, a *Dealer Member* that wants to mark-to-market its counterparties must do so by 11:30 a.m. The mark-to-market must be done on a net basis and not done by issue.

(3) If the parties cannot agree on a price, the current mid-market prices must be used to determine the mark-to-market price. A *Dealer Member* must use the composite prices on an *inter-dealer broker's* screen to determine mid-market price.

(4) A *Dealer Member* must maintain margin through margin calls and not through substitutions.

(5) Cash and collateral considerations:

(i) unless the parties agree otherwise, all dealer-to-dealer margin calls must be met with the transfer of cash or collateral,

(ii) if a *Dealer Member* chooses to meet the margin call with cash, the cash must not be used to change the economic nature of the trade. The cash will bear interest at the rate agreed between the parties,

(iii) if a *Dealer Member* chooses to meet a margin call using collateral, the collateral must have characteristics similar to or better than the *security* being repurchased or resold, be reasonably acceptable to the other party and be applied on a reasonable basis, and

(iv) a *Dealer Member* may deliver a maximum of one piece of collateral per million dollars.

(6) A *Dealer Member* that wishes to substitute previously margined collateral must do so by 11:30 a.m.

4505. Forward repo trade confirmations

(1) A *Dealer Member* must send the client a confirmation of all *forward repo* trades on the trade date of the trade agreement.

(2) In addition to the disclosures set out in section 3816, the written confirmation must contain, at a minimum, the:

(i) money or par amount, as applicable,

(ii) start date,

(iii) end date,

(iv) interest rate,

(v) collateral type, and

(vi) any substitution rights.

(3) All *forward repo* trades must be confirmed on the *CDSX* system.

4506. Obligation to make coupon payments

(1) A *repurchase agreement* or *reverse repurchase agreement* seller must receive payment from the *repurchase agreement* or *reverse repurchase agreement* buyer of any income on the *securities* that the seller would have been entitled to if it had not entered the *repurchase agreement* or *reverse repurchase agreement* transaction.

(2) A *repurchase agreement* or *reverse repurchase agreement* buyer does not need to transfer an amount equal to the income payment to the *repurchase agreement* or *reverse repurchase agreement* seller, but can apply it to reduce the amount transferred to the *repurchase agreement* or *reverse repurchase agreement* buyer at the end of the transaction. All *repurchase agreements* or *reverse repurchase agreements* are priced this way, unless otherwise agreed.

4507. Substitutions

(1) A *repurchase agreement* or *reverse repurchase agreement* purchaser does not need to accept collateral substitutions unless it agreed to do so before the transaction.

(2) Collateral passed for an overnight or term trade may be substituted on a *best efforts* basis only.

4508. General collateral repurchase agreement or reverse repurchase agreement allocations

(1) *General collateral* transactions in the *repurchase agreement* or *reverse repurchase agreement* market are allocated based on the type of transaction. The general allocation methods for cash settlements, forward settlements and replacement transactions when substitutions occur are set out in section 4508.

(2) Money-fill basis:

(i) *general collateral* transactions are completed on a money-fill basis as explained in clause 4508(2)(ii), unless otherwise agreed,

(ii) a transaction executed on a money-fill basis means that the loan or principal amount allocated must be equal to the loan amount transacted. Collateral allocations will be no more than two issues to make $50 million, and

(iii) clause 4508(2)(ii) applies to cash trades, forward settlements and substitutions.

(3) If a transaction is executed on a par basis:

(i) the allocated amount must equal the par amount for cash and forward settlements, and

(ii) for substitutions, the replacement transaction must be done on the basis of the par amount originally transacted.

(4) Special *repurchase agreement* or *reverse repurchase agreement* trades must be done on a par basis.

4509. Confidentiality

(1) Subject to subsection 4509(3), all *Dealer Members* and *inter-dealer brokers* must maintain the confidentiality of the names of the parties to a trade.

(2) *Dealer Members* and *inter-dealer brokers* must not ask questions to try to discover the identity of a party.

(3) Certain information may be disclosed as follows:

(i) for a trade that is done through an *inter-dealer broker*, a *Dealer Member* may disclose the identity of a party to only counterparties to the trade after the trade is completed,

(ii) an *inter-dealer broker* may inform a *Dealer Member* that it does not have a line of credit with the other party to the trade before a market is made, as long as it does not give any other information about that party,

(iii) for a name “give up” trade, the full names of parties must be disclosed to counterparties to the trade at the time of the trade to ensure that *Dealer Members* follow proper credit procedures, and

(iv) subsections 4509(1) and 4509(2) do not prevent *Dealer Members* or *inter-dealer brokers* from asking or answering questions to determine the size of the bid or offer.

4510. - 4599. Reserved.

RULE 4600 | FINANCING ARRANGEMENTS - CASH AND SECURITIES LOAN, REPURCHASE AGREEMENT, AND REVERSE REPURCHASE AGREEMENT TRANSACTIONS

4601. Introduction

(1) Rule 4600 covers requirements for cash and *securities* loan, *repurchase agreement* transactions, and *reverse repurchase agreement* transactions and includes:

(i) definitions,

(ii) general requirements,

(iii) written agreement requirement,

(iv) cash and *securities* loans between a *Dealer Member* and an *acceptable institution* or *acceptable counterparty,*

(v) cash and *securities* loans between *regulated entities*, and

(vi) cash and *securities* loans with other counterparties.

In CIRO Bulletin 25-0277, we propose repealing and replacing the title to IDPC Rule 4600 and the IDPC Rules section 4601 with the following, which, once approved, we will incorporate into the CIRO Rules to replace the title to Rule 4600 and section 4601:

RULE 4600 | FINANCING ARRANGEMENTS - CASH LOAN, SECURITIES LOAN, REPURCHASE AGREEMENT, AND REVERSE REPURCHASE AGREEMENT TRANSACTIONS

4601. Introduction

(1) Rule 4600 covers requirements for *cash loans*, *securities loans*, *repurchase agreement* transactions, and *reverse repurchase agreement* transactions.

(2) Rule 4600 is divided into the following parts:

Part A – Definitions and General Requirements

[sections 4602 – 4604]

Part B – Specific Requirements

Part B.1 - Financing arrangements with certain counterparties

[section 4610]

Part B.2 - Borrowing retail clients fully paid and excess margin *securities*

[section 4620 – 4630]

4602. Definitions

(1) The following terms have the meaning set out below when used in Rule 4600:

"overnight cash loan agreement" *(convention de prêt d'espèces à un jour)*	An oral or written agreement under which a *Dealer Member* deposits cash with another *Dealer Member* for up to two *business days*.
"Schedule I chartered bank" *(banque à charte de l'annexe I)*	A Schedule I bank under the Bank Act (Canada) that has a capital and reserves position of one billion dollars ($1,000,000,000) or more at the time of the *securities* loan transaction.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4602 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4602 with the revision of moving the "financing arrangement" definition to subsection 1201(2):

PART A – DEFINITIONS AND GENERAL REQUIREMENTS

4602. Definitions

(1) The following terms have the meaning set out below when used in Rule 4600:

"overnight cash loan agreement" *(convention de prêt d'espèces à un jour)*	An oral or written *cash loan* agreement under which a *Dealer Member* deposits cash with another *Dealer Member* for up to two *business days*.
"Schedule I chartered bank" *(banque à charte de l'annexe I)*	A Schedule I bank under the Bank Act (Canada) that has a capital and reserves position of one billion dollars ($1,000,000,000) or more at the time of the *cash loan* or *securities loan* transaction.

4603. General requirements

(1) **Marking to market**

(i) Borrowed *securities* and collateral must be marked to market daily on a loan by loan basis.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule clause 4603(1)(i) with the following, which, once approved, we will incorporate into the CIRO Rules to replace clause 4603(1)(i):

(i) Borrowed *securities* and loan collateral must be marked to market daily on a loan by loan basis.

(2) **Record transactions**

(i) A *Dealer Member* must record all financing transactions in its *records*.

(3) **Loan accounts**

(i) A *Dealer Member* must keep financing accounts separate from the *Dealer Member's securities* trading accounts.

(ii) A *Dealer Member* must keep financing accounts separate from the client's *securities* trading accounts.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule subsection 4603(3) with the following, which, once approved, we will incorporate into the CIRO Rules to replace subsection 4603(3):

(3) **Loan accounts**

(i) A *Dealer Member* must keep *Dealer Member financing arrangement* accounts separate from *Dealer Member securities* trading accounts.

(ii) A *Dealer Member* must keep client *financing arrangement* accounts separate from client *securities* trading accounts.

(4) **Confirmations and month-end statements**

(i) A *Dealer Member* must issue confirmations and month-end statements for financing transactions, except when the transaction with other *regulated entities* is processed through an *acceptable clearing corporation*.

(5) **Buy-ins**

(i) A *Dealer Member* must begin a buy-in (liquidating transaction) within two *business days* of the date on which the buy-in notice is given.

4604. Written agreement requirement

(1) If a *Dealer Member* has a cash and *securities* loan agreement, other than an *overnight cash loan* agreement, that agreement must be in writing and contain the minimum provisions described in section 5840.

(2) If a *Dealer Member* has a written agreement for *repurchase agreement* transaction or *reverse repurchase agreement* transaction, that agreement must include the parties' acknowledgment that either has the right, on notice, to call for any shortfall in the difference between the collateral and the *securities* at any time.

(3) If a *Dealer Member* does not have a written agreement for a *securities* loan, a *repurchase agreement* transaction or *reverse repurchase agreement* transaction, then applicable margin rates are affected.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 4604 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4604:

4604. Written agreement requirements

(1) When a *Dealer Member* enters into a *financing arrangement* agreement, other than an *overnight cash loan agreement*, that agreement must be in writing and contain the minimum provisions described in this section.

(2) The agreement must:

(i) set out the rights of each party to retain and realize on the assets delivered to it by the other party under the agreement if the other party defaults; these rights are in addition to other remedies in the agreement or available at law,

(ii) set out events of default,

(iii) provide for treatment of the loaned or transferred asset value or the collateral value, held by the non-defaulting party that is over the amount owed by the defaulting party,

(iv) set out the right of either party to call, at any time by giving notice to the other party, for any shortfall in the required collateral, and

(v) either:

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral *securities*.

(3) If the parties agree to a secured loan as provided in sub-clause 4604(2)(v)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(4) Whether the parties rely on set off or agree to a secured loan as provided in clause 4604(2)(v), the written agreement must provide for:

(i) the *securities* borrowed or loaned, in the case of a *securities loan* agreement, or

(ii) the *securities* sold or purchased, in the case of a *repurchase agreement* or *reverse repurchase agreement*

to be free and clear of any trading restrictions under *applicable laws* and signed for transfer.

(5) When a *Dealer Member* does not have a written *cash loan* agreement, *securities loan* agreement, *repurchase agreement* or *reverse repurchase agreement*, in a form acceptable to *CIRO*, the *Dealer Member* is subject to the margin requirements of Form 1, Schedules 1 and 8.

(6) The standard agreements prescribed and published by *CIRO* are deemed agreement forms acceptable to *CIRO*.

4605. Cash and securities loans between a Dealer Member and an acceptable institution or acceptable counterparty

(1) When a cash or *securities* loan is between a *Dealer Member* and an *acceptable institution* or an *acceptable counterparty*, they may use as collateral letters of credit that a *Schedule I chartered bank* issues.

4606. Cash and securities loans between regulated entities

(1) If a cash or *securities* loan is between *regulated entities*:

(i) the *written cash and securities loan agreement* must state that either party has the right, at any time by giving notice to the other party, to call for any shortfall in the difference between the collateral and the borrowed cash or *securities*, and

(ii) they may use as collateral, a *Schedule I chartered bank* letter of credit.

4607. Cash and securities loans with other counterparties

(1) When a cash or *securities* loan is between a *Dealer Member* and a party to which neither section 4605 nor 4606 applies, a *Dealer Member* must comply with subsections 4607(2) and 4607(3).

(2) *Securities* pledged as collateral must:

(i) be held by:

(a) the *Dealer Member* in *segregation*,

(b) an *acceptable clearing corporation*, or

(c) a bank or trust company that is either an *acceptable institution* or an *acceptable counterparty* under an escrow agreement. The escrow agreement must be between the *Dealer Member* and the depository, institution, or counterparty and must be in a form acceptable to *CIRO*,

(ii) either:

(a) be *securities* with a margin rate of 5% or less, or

(b) be preferred shares or *debt securities*, convertible into common shares of the class borrowed.

(3) If a *Dealer Member* does not comply with subsection 4607(2) or clause 4603(3)(i), its net allowable assets are subject to a charge calculated in the same manner as for client account short *securities* balances.

4608. - 4699. Reserved.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule sections 4605 to 4607 with the following, which, once approved, we will incorporate into the CIRO Rules to replace sections 4605 to 4607:

4605. - 4609. Reserved.

PART B – SPECIFIC REQUIREMENTS

PART B.1 - FINANCING ARRANGEMENTS WITH CERTAIN COUNTERPARTIES

4610. Collateral other than cash and securities

(1) When a *cash loan* or *securities loan* is between a *Dealer Member* and an *acceptable institution*, *acceptable counterparty*, or a *regulated entity* they may use as collateral a *Schedule I chartered bank* letter of credit.

4611. - 4619. Reserved.

In CIRO Bulletin 25-0277, we propose adding into the IDPC Rule 4600 the following new sections, which, once approved, we will incorporate into the CIRO Rule 4600:

PART B.2 - BORROWING RETAIL CLIENT FULLY PAID AND EXCESS MARGIN SECURITIES

4620. Applicability

(1) Part B.2 of Rule 4600 sets out specific requirements applicable to a *Dealer Member* when borrowing fully paid or excess margin *securities* from:

(i) *retail clients*, or

(ii) *institutional clients* who choose to be treated as a *retail client* for the purposes of the *securities loan* arrangement with the *Dealer Member*.

4621. Consent and suitability

(1) A *Dealer Member* can borrow client's fully paid or excess margin *securities* only upon:

(i) the lending client's prior consent as part of a written *securities loan* agreement between the borrowing *Dealer Member*, the lending client, and any third party to the arrangement, and

(ii) the determination that the arrangement is suitable to the lending client, carried out by the borrowing *Dealer Member* or any other responsible party in compliance with Rule 3400, unless they are exempt from such determination under the *CIRO requirements*.

4622. Securities loan agreement

(1) The *securities loan* agreement, entered pursuant to subsection 4621(1), must be in a form acceptable to *CIRO* and, at a minimum, provide for:

(i) the roles, rights and responsibilities of each party to the agreement, including:

(a) the parties right to terminate the loan at any time upon prior notification

(b) the client's right to sell the loaned *securities* in a normal course of business,

(c) the client's right to the collateral in the event of the *Dealer Member*'s default, including the *Dealer Member*'s failure to recall the loaned *securities* within stipulated timeframes, and

(d) the client's right to restrict the type and total dollar value of the *securities* that the *Dealer Member* can borrow,

(ii) events of default,

(iii) the applicable revenue sharing, compensation or fees and the basis for their calculation.

4623. Disclosures

(1) At the time of entering into the *securities loan* agreement, the borrowing *Dealer Member* must:

(i) provide the lending client with adequate written disclosures regarding the loan arrangement, including the loan structure, benefits and risks for the client, as well as the following statement or a statement that is substantially similar:

Fully paid securities lent under [Dealer Member's] fully paid lending activity are not eligible for the Investor Protection Fund (IPF) coverage. Fully paid securities not lent under [Dealer Member's] fully paid lending activity and held at [Dealer Member], as at the date of insolvency of [Dealer Member], are eligible for the IPF coverage.

and

(ii) obtain the lending client's written acknowledgment to have read and understood the disclosures provided.

(2) The statement, under clause 4623(1)(i), must also be included in the lending client's account statements.

4624. Collateral

(1) The borrowing *Dealer Member* must provide and maintain for the duration of the loan, adequate collateral to fully secure the loan.

(2) The collateral can be cash or, when so permitted by *CIRO*, debt *securities* with a margin rate of 5% or less.

(3) The collateral value must at a minimum equal:

(i) 102% of the *market value* of the *securities* borrowed, for cash collateral, or

(ii) 105% of the *market value* of the *securities* borrowed, for *securities* collateral, when permitted by *CIRO* under subsection 4624(2).

(4) The collateral must be held in a form that is acceptable to *CIRO*.

(5) The following are deemed acceptable forms of collateral holding:

(i) the cash collateral is held in trust for the lending clients by the borrowing *Dealer Member* in a separate designated account with an *acceptable institution* and this trust property is clearly identified as such at that institution, or

(ii) the collateral, cash or *securities*, is held on behalf of the lending clients by a collateral agent that is a bank or trust company and qualifies as an *acceptable institution*.

4625. Asset reuse prohibition

(1) The borrowing *Dealer Member* or the lending client cannot reuse the assets, provided as collateral under section 4624 to secure the loan, for any other purposes.

4626. Recordkeeping

(1) Notwithstanding clause 4603(3)(ii), the *Dealer Member* must record the *securities loan* transactions in the *securities* trading account of the lending client, and such *records* must clearly distinguish the loaned *securities* and collateral provided.

4627. Client communications

(1) The confirmations, statements and reports to the lending client must adequately disclose the *securities* on loan, the collateral provided, the revenue earned, and commissions or fees paid directly or indirectly by the client.

4628. Restrictions on securities eligible for borrowing

(1) *CIRO* may restrict the *securities* that a *Dealer Member* can borrow when it deems these restrictions to be in the interest of the *Dealer Member*'s clients and the public.

(2) The *securities* eligibility restrictions are published on *CIRO*'s website.

4629. Special audit report

(1) Upon *CIRO*'s request, the borrowing *Dealer Member* must produce a special purpose independent audit report that certifies the adequacy of the policies and procedures, systems and supervisory controls regarding the *Dealer Member*'s activity under Part B.2. of Rule 4600 and compliance with the *CIRO requirements*.

4630. Additional requirements and restrictions

(1) *CIRO* may prescribe additional requirements or restrictions on the *Dealer Member* activity under Part B.2. of Rule 4600, when it deems these requirements or restrictions to be in the interest of the *Dealer Member*'s clients and the public and seek to further:

(i) increase the transparency of the lending activity,

(ii) increase the likelihood of the lending client's recourse to collateral in the event of a *Dealer Member* insolvency, and

(iii) preserve market integrity.

4631. - 4699. Reserved.

RULE 4700 | OPERATIONS – BUSINESS CONTINUITY AND TRADING AND DELIVERY STANDARDS

4701. Introduction

(1) Rule 4700 sets out the following requirements relating to *Dealer Member* operations:

Part A - Business continuity plan
[sections 4710 through 4716]

Part B - Trading and delivery standards applicable to centrally cleared transactions
[sections 4750 through 4756]

Part C - Trading and delivery standards applicable to specific transactions
[sections 4770 through 4776]

In CIRO Bulletin 25-0001, we propose to repeal and replace rule section 4701 in the IDPC Rules, which, once approved, we will incorporate into the CIRO Rules as follows:

(1) Rule 4700 sets out the following requirements relating to *Dealer Member* operations:

Part A - Business continuity plan
[sections 4710 through 4716]

Part B - Trading and delivery standards applicable to centrally cleared transactions
[sections 4750 through 4756]

Part C - Trading and delivery standards applicable to specific transactions
[sections 4770 through 4776]

Part D - Reasonable Expectation to Settle and Mandatory Close-out Requirements
[sections 4780 through 4784]

4702. - 4709. Reserved.

PART A - BUSINESS CONTINUITY PLAN

4710. Introduction

(1) To manage risk prudently and maintain investor confidence, *Dealer Members* must ensure they can continue to carry on business after a *significant business disruption* and provide clients with prompt access to their assets.

4711. Definitions

(1) The following term has the meaning set out below when used in Part A of Rule 4700:

"significant business disruption" *(perturbation importante des affaires)*	A *cybersecurity incident* or any other incident that may result in a significant impairment in client access to their *security*, precious metals bullion or *derivative* positions or accounts or to the client's ability to liquidate or close-out their account positions.

4712. Creating a business continuity plan

(1) A *Dealer Member* must establish and maintain a business continuity plan.

4713. Business continuity plan procedures

(1) A *Dealer Member's* business continuity plan must identify the procedures it will take to deal with a *significant business disruption*.

(2) The procedures in subsection 4713(1) must be based on the *Dealer Member's* assessment of its key business functions and required levels of operation during and following a disruption.

(3) The procedures in subsection 4713(1) must provide reasonable assurance the *Dealer Member* stays in business long enough to meet its obligations to its clients and capital markets counterparties after a *significant business disruption*.

4714. Update business continuity plan

(1) A *Dealer Member* must update its business continuity plan to reflect any significant change in any of its operations, structure, business, or locations.

4715. Annual review and test

(1) Every year:

(i) a *Dealer Member* must review and test, and

(ii) an appropriate *Executive* must approve,

its business continuity plan.

(2) During its annual review, a *Dealer Member* must make any modifications to its business continuity plan that are necessary due to changes in its operations, structure, business, or locations.

(3) *CIRO* may require a qualified third party to carry out the annual review and test.

4716. Notice of disruption and invoking the business continuity plan

(1) Where a *significant business disruption* involving a *cybersecurity incident* occurs, the *Dealer Member* must comply with the requirements in section 3712.

(2) Where a *significant business disruption* not involving a *cybersecurity incident* occurs, the *Dealer Member* must:

(i) notify *CIRO* of this incident as soon as possible after its discovery of the disruption,

(ii) include in the notice, details on the disruption and the *Dealer Member*'s proposed course of action to address and resolve the disruption, as well as resulting consequences of the disruption,

(iii) indicate in the notice whether the *Dealer Member* intends to invoke its business continuity plan, and

(iv) inform *CIRO* of any changes and provide timely updates on the actions set out in the notice, and provide any additional information requested by *CIRO*.

(3) When a *Dealer Member* invokes its business continuity plan, it must:

(i) notify *CIRO* as soon as possible,

(ii) provide details on the circumstances leading the *Dealer Member* to invoke its business continuity plan and its proposed course of action, and

(iii) inform *CIRO* of any changes and provide timely updates on the actions set out in the notice, and provide any additional information requested by *CIRO*.

4717. – 4749. Reserved.

PART B - TRADING AND DELIVERY STANDARDS APPLICABLE TO CENTRALLY CLEARED TRANSACTIONS

4750. Introduction

(1) Part B of Rule 4700 sets out trading and delivery requirements applicable to transactions cleared and settled through a clearing corporation. Additional requirements applicable to specific transactions that may be centrally or non-centrally cleared can be found in Part C of Rule 4700. Additional requirements applicable to transactions that are not cleared and settled through a clearing corporation can be found in Part A of Rule 4800.

4751. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 4700:

"acceptable trade matching utility" *(service d'appariement des opérations acceptable)*	The broker-to-broker trade matching utility in *CDS's CDSX* (defined in section 4502), or a similar system approved by *CIRO*. A list of approved acceptable trade matching utilities is updated and published as a notice by *CIRO*.
"eligible securities" *(titres admissibles)*	*Securities* that are eligible to be deposited in a clearing corporation.
"non-exchange trade" *(opération hors bourse)*	Any trade in a *CDS eligible security* (excluding new issue trades and *repurchase agreement* transactions and *reverse repurchase agreement* transactions) between two *Dealer Members*, which has not been submitted to the *CDS* continuous net settlement service by a *Marketplace* or an *acceptable foreign marketplace*. A non-exchange trade includes the dealer to dealer portion of a jitney trade that is executed between two *Dealer Members* that is not reported by a *Marketplace* or an *acceptable foreign marketplace*.

4752. Use of a clearing corporation

(1) *Dealer Members* who are participants in the same clearing corporation must use the clearing corporation's settlement service to settle all trades between themselves involving *eligible securities*, unless both the delivering *Dealer Member* and the receiving *Dealer Member* agree otherwise.

(2) If a *Dealer Member* is using a clearing corporation to settle a trade, it must report and settle the trade in accordance with the requirements set out in Part B and Part C of Rule 4700 and the clearing corporation's rules and procedures.

(3) If a *Dealer Member* is not using a clearing corporation to settle a trade it must report and settle the trade in accordance with the requirements set out in Part C of Rule 4700 and Part A of Rule 4800.

4753. Use of a trade matching utility

(1) For each *non-exchange trade*, involving *CDS eligible securities*, executed by a *CDS* participant *Dealer Member* with another *CDS* participant *Dealer Member*, the *Dealer Member* must at or before 6 p.m. on the day the trade was executed:

(i) enter the trade into an *acceptable trade matching utility*, or

(ii) accept or reject any trade entered into an *acceptable trade matching utility* by another *Dealer Member*.

4754. Trade classification where a Dealer Member enters a trade into the matching utility

(1) If a *Dealer Member* enters a trade into an *acceptable trade matching utility* under clause 4753(1)(i), the trade is considered for each dealer trade counterparty to be a compliant trade, a "don't know" (DK) trade or a non-compliant trade according to the following table:

		Action of Dealer Member	
		Enter trade at or before 6 p.m.	Enter trade after 6 p.m.
Action of other Dealer Member	Enter trade at or before 6 p.m.	*Dealer Member* compliant trade Other *Dealer Member* compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* compliant trade
	Accept trade at or before 6 p.m.	*Dealer Member* compliant trade Other *Dealer Member* compliant trade	
	Enter or accept trade after 6 p.m.	*Dealer Member* compliant trade Other *Dealer Member* non-compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* non-compliant trade
	Reject trade at or before 6 p.m.	*Dealer Member* don't know or DK trade Other *Dealer Member* don't know or DK trade	
	Reject trade after 6 p.m.	*Dealer Member* don't know or DK trade Other *Dealer Member* non-compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* don't know or DK trade
	No action	*Dealer Member* compliant trade Other *Dealer Member* non-compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* non-compliant trade

4755. Trade classification where a Dealer Member does not enter a trade into the matching utility

(1) If a *Dealer Member* accepts or rejects a trade entered into an *acceptable trade matching utility* by another *Dealer Member* under clause 4753(1)(ii) or takes no action on a trade entered into an *acceptable trade matching utility* by another *Dealer Member*, the trade is considered for each dealer trade counterparty to be a compliant trade, a "don't know" (DK) trade or a non-compliant trade according to the following table:

		Action of other Dealer Member	
		Enter trade at or before 6 p.m.	Enter trade after 6 p.m.
Action	Accept at or before 6 p.m.	*Dealer Member* compliant trade	

		Action of other Dealer Member	
		Enter trade at or before 6 p.m.	Enter trade after 6 p.m.
		Other *Dealer Member* compliant trade	
	Accept after 6 p.m.	*Dealer Member* non-compliant trade Other *Dealer Member* compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* non-compliant trade
	Reject at or before 6 p.m.	*Dealer Member* don't know or DK trade Other *Dealer Member* don't know or DK trade	
	Reject after 6 p.m.	*Dealer Member* non-compliant trade Other *Dealer Member* don't know or DK trade	*Dealer Member* don't know or DK trade Other *Dealer Member* non-compliant trade
	No action	*Dealer Member* non-compliant trade Other *Dealer Member* compliant trade	*Dealer Member* non-compliant trade Other *Dealer Member* non-compliant trade

4756. Trade matching quarterly compliant trade percentage

(1) The quarterly compliant trade percentage for a *Dealer Member* is determined by dividing the sum of the quarter's compliant trades (which does not include "don't know" trades) by the total number of *non-exchange trades* that are executed during the quarter by the *Dealer Member* with other *Dealer Members*.

(2) Where the *Dealer Member's* quarterly compliant trade percentage is less than 90% for more than two consecutive quarters, *CIRO* may pursue disciplinary action.

4757. – 4769. Reserved.

PART C - TRADING AND DELIVERY STANDARDS APPLICABLE TO SPECIFIC TRANSACTIONS

4770. Introduction

(1) Part C of Rule 4700 sets out trading and delivery requirements applicable to specific transactions which may be centrally cleared or non-centrally cleared.

4771. Definitions

(1) The following term has the meaning set out below when used in Part C of Rule 4700:

"CDS depository eligible transactions" *(opérations admissibles à la CDS)*	Transactions in *securities* where the affirmation and settlement can be performed through the facilities or services of *CDS*.

4772. Payment or delivery through client settlement agent

(1) For any arrangement where the payment of *securities* purchased or delivery of *securities* sold is to be made to or through a client's settlement agent, all of the following procedures must be followed:

(i) the *Dealer Member* receives from the client prior to or at the time of accepting the order the name and address of the settlement agent and account number of the client on file with the settlement agent. Where settlement is made through a depository offering an identification number system for the clients of settlement agents of the depository, the *Dealer Member* must have the client identification number prior to or at the time of accepting the order and use the number in the settlement of the trade,

(ii) each order accepted from the client is identified as either a delivery or receipt against payment trade,

(iii) the *Dealer Member* provides to the client a confirmation according to Rule 3800,

(iv) the *Dealer Member* has obtained an agreement from the client stating that the client will:

(a) promptly provide its settlement agent with instructions regarding the transaction following its receipt of the transaction confirmation from the *Dealer Member*, or the relevant date and information as to each execution from the *Dealer Member*, relating to such order (even though such execution represents the purchase or sale of only a part of the order), and

(b) ensure that its settlement agent affirms the transaction no later than the end of the day on the date of execution of the trade to which the confirmation relates,

and

(v) the client and its settlement agent must use the facilities or services of *CDS* for the affirmation and settlement of all *CDS depository eligible transactions* through such facilities or services including book based or certificated settlement. This clause 4772(1)(v) applies only to transactions:

(a) to be settled in Canada, and

(b) where both the *Dealer Member* and the settlement agent are *CDS* participants or the same facilities or services of *CDS* are required in respect of the trade.

4773. Early registration of securities

(1) Prior to the receipt of payment, a *Dealer Member* must not register any *security*, with the exception of a new issue on a date before the close date, in the name of the client or his or her nominee. A *Dealer Member's* absorption of bank or other charges incurred by a client or his or her nominee for the registration of a *security* will be considered an infraction of this requirement.

(2) After the receipt of payment, a *Dealer Member* may absorb transfer fees incurred in the transfer of a *security* according to a client's instructions.

(3) Despite subsection 4773(1), a *Dealer Member* may register an *eligible security* in the name of, or in the name of a nominee of, a self-administered registered retirement savings plan

registered under the Income Tax Act (Canada) before payment is received if, before the *securities* are registered, a *Dealer Member* obtains an unconditional *guarantee* from the trust company administering the plan.

4774. Repurchase agreement or reverse repurchase agreement transactions and option granting transactions with clients

(1) Before entering into the following transactions a *Dealer Member* must have in writing all terms relevant to the transaction on the face of the contract or if necessary, on an additional page attached to the contract provided those terms are referred to on the face of the contract, with a client:

(i) an agreement to purchase or repurchase a *security*,

(ii) an agreement to sell or resell a *security*, or

(iii) the granting of a put, call or similar option involving a *security*.

4775. When issued trading

(1) Unless otherwise provided by *CIRO* or the parties to the trade agree otherwise:

(i) all when issued trades made on or before the trading day before the anticipated date of issue of the *security* must be settled on the anticipated date of issue of such *security*,

(ii) all when issued trades made after the trading day before the anticipated date of issue of the *security* must be settled on the first settlement day after the trade date, and

(iii) if the *security* has not been issued on the settlement date in clause 4775(1)(i) or 4775(1)(ii), such trades must be settled on the date that the *security* is actually issued.

4776. Tax payments

(1) A selling *Dealer Member* must pay, or certify payment of, taxes required for a buying *Dealer Member* to transfer the *securities* purchased to *nominee name*, except in the situation where there is a register in the buying *Dealer Member's* province, and the buying *Dealer Member* chooses to transfer the *securities* to a register outside that province.

4777. – 4799. Reserved.

In CIRO Bulletin 25-0001, we propose to add sections 4780 to 4784 in the IDPC Rules, which, once approved, we will incorporate into the CIRO Rules as follows:

PART D - REASONABLE EXPECTATION TO SETTLE AND MANDATORY CLOSE-OUT REQUIREMENTS

4780. Introduction

(1) Part D of Rule 4700 sets out the requirements relating to a reasonable expectation to settle and mandatory close-outs applicable to all trades in a *listed security* that are executed on a *Marketplace*.

4781. Definitions

(1) The following terms have the meaning set out below when used in sections 4782 through

4784:

"Allocated Member" *(membre attributaire)*	A *Dealer Member* that has been allocated all or a portion of a fail to deliver position from a *Clearing Member* through which it clears or settles trades.
"Clearing Member" *(membre compensateur)*	A *Dealer Member* that is a member of a *recognized clearing agency*.
"deemed to own" *(réputé propriétaire)*	A seller shall be deemed to own a *security* if the seller, directly or through an agent or trustee: (a) has purchased or has entered into an unconditional contract to purchase the *security*, but has not yet received delivery of the *security*; (b) owns another *security* that is convertible or exchangeable into that *security* and has tendered such other *security* for conversion or exchange or has issued irrevocable instructions to convert or exchange such other *security*; (c) has an option to purchase the *security* and has exercised the option; (d) has a right or warrant to subscribe for the *security* and has exercised the right or warrant; or (e) has entered into a contract to purchase a *security* that trades on a when issued basis and such contract is binding on both parties and subject only to the condition of issuance or distribution of the *security*.
"intended settlement date" (*date de règlement prévue*)	The *business day* on which the delivery of *securities* and payment of money is required to be made to permit the settlement of the trade through the facilities of a *recognized clearing agency* on the date expected when the trade was executed on a *Marketplace*.
"listed security" (*titre coté*)	The same meaning as set out in the Universal Market Integrity Rules, section 1.1.
"long sale" (*vente couverte*)	A sale in a *listed security* that is not a *short sale*.
"Marketplace Trading Obligations" (*obligations de négociation établies par un marché*)	The same meaning as set out in the Universal Market Integrity Rules, section 1.1.
"Participant" *(participant)*	The same meaning as set out in the Universal Market Integrity Rules, section 1.1.
"recognized clearing agency" (*chambre de compensation reconnue*)	An *acceptable clearing corporation* that is recognized by the applicable *securities regulatory authorities* in Canada for the clearing and settling of trades in *listed securities*.
"short sale" (*vente à découvert*)	The same meaning as set out in the Universal Market Integrity Rules, section 1.1.
"trading day"	The same meaning as set out in the Universal Market Integrity Rules,

(*jour de bourse*)	section 1.1.

4782. Reasonable expectation to settle prior to the entry of an order for a short sale

(1) Before submitting an order to a *Dealer Member* to sell a *listed security* on a *Marketplace* that on execution would result in a *short sale*, a *Dealer Member* that is not a *Participant* must have a reasonable expectation to settle any resulting trade on the *intended settlement date*.

(2) Subsection 4782(1) does not apply to the sale of a *listed security* by:

(i) a person that is *deemed to own* the *security*, provided that the *Participant* has been reasonably informed that the person has a reasonable expectation to deliver such *security* in such number and form as to permit the settlement of the trade:

(a) as soon as all restrictions on delivery have been removed; and

(b) by no later than thirty-five consecutive calendar days following the trade date.

4783. Close-out requirement

(1) A *Clearing Member* must deliver *securities* to a *recognized clearing agency* for the clearing and settling of a sale in a *listed security* by the *intended settlement date*.

(2) If a *Clearing Member* has a fail to deliver position at a *recognized clearing agency* in any *listed security* for a sale in that *listed security*, the *Clearing Member* shall, by no later than the *trading day* following the *intended settlement date*, immediately close out its fail to deliver position by borrowing or purchasing *securities* of like kind and quantity.

(3) If a *Clearing Member* has a fail to deliver position at a *recognized clearing agency* in any *listed security* and the *Clearing Member* can demonstrate on its books and *records* that such fail to deliver position resulted from:

(i) a *long sale*, the *Clearing Member* shall by no later than the third consecutive *trading day* following the *intended settlement date*, immediately close out the fail to deliver position by purchasing or borrowing *securities* of like kind and quantity;

(ii) a sale of a *security* that a person is *deemed to own* and that such person intends to deliver as soon as all restrictions on delivery have been removed, the *Clearing Member* shall, by no later than the thirty-fifth consecutive calendar day following the trade date of the transaction, immediately close out the fail to deliver position by purchasing *securities* of like kind and quantity;

(iii) a sale that is executed by a person with *Marketplace Trading Obligations* in respect of a *security* for which that person has obligations, the *Clearing Member* shall by no later than the third consecutive *trading day* following the *intended settlement date*, immediately close out the fail to deliver position by purchasing or borrowing *securities* of like kind and quantity.

(4) If a *Clearing Member* has a fail to deliver position in any *listed security* at a *recognized clearing agency* and does not close out such fail to deliver position in accordance with the requirements of subsections 4783(2) or 4783(3):

(i) The *Clearing Member* and any *Dealer Member* from which it receives trades for clearing and settlement:

(a) may not accept a *short sale* order in that *listed security* from another person, or

(b) effect a *short sale* in that *listed security* for its own account, to the extent that the *Dealer Member* submits *short sales* to that *Clearing Member* for clearing and settlement, until the *Clearing Member* closes out the fail to deliver position by purchasing or borrowing *securities* of like kind and quantity and:

(I) that purchase has cleared and settled at a *recognized clearing agency*, or

(II) the *Clearing Member* can demonstrate that it has a net flat or net long position in that *listed security* on its books and *records*.

(ii) Despite clause 4783(4)(i), the *Clearing Member* and any *Dealer Member* from which it receives trades for clearing and settlement may accept a *short sale* order in that *listed security* from another person, or effect a *short sale* for its own account if the *Clearing Member* or *Dealer Member* first:

(a) borrows that *listed security*, or

(b) enters into a bona fide arrangement to borrow that *listed security*.

(5) A *Clearing Member* must:

(i) notify any *Dealer Member* from which it receives trades for clearing and settlement:

(a) that the *Clearing Member* has a fail to deliver position in a *listed security* at a *recognized clearing agency* that has not been closed out in accordance with the requirements of subsections 4783(2) or 4783(3); and

(b) when the purchase or borrow that the *Clearing Member* has made to close out the fail to deliver position has been cleared and settled at a *recognized clearing agency*; and

(ii) provide a copy of the notification required under clause 4783(5)(i) to *CIRO* at such time and in such form and manner as required by *CIRO*; and

(iii) notify any *Dealer Member* that receives an order from the *Clearing Member* to sell that *listed security* on a *Marketplace* that on execution would result in a *short sale* that the *Clearing Member* has become subject to the requirements of clause 4783(4)(ii).

4784. Allocating a fail to deliver position

(1) A *Clearing Member* can reasonably allocate all or a portion of a fail to deliver position to an *Allocated Member* by notifying the *Allocated Member* of the fail to deliver position on a timely basis.

(2) If a *Clearing Member* reasonably allocates all or a portion of a fail to deliver position to an *Allocated Member* pursuant to subsection 4784(1):

(i) Subsections 4783(2), 4783(3) and 4783(4) relating to such fail to deliver allocation shall apply to the *Allocated Member*, and not to the *Clearing Member;*

(ii) If the *Allocated Member* does not comply with subsections 4783(2) and 4783(3), the *Allocated Member* must provide immediate notification that the *Allocated Member* has become subject to the requirements of subsection 4783(4) to:

(a) the *Clearing Member* from which the *Allocated Member* received a fail to deliver allocation; and

(b) any other *Dealer Member* that receives an order from the *Allocated Member* to sell that *listed security* on a *Marketplace* that on execution would result in a *short sale*.

(iii) If the *Allocated Member* does not comply with subsections 4783(2) and 4783(3), the *Allocated Member* must provide immediate notification when the purchase or borrow that the *Allocated Member* has made to close out the fail to deliver position has been cleared and settled at a *recognized clearing agency* to:

(a) the *Clearing Member* from which the *Allocated Member* received a fail to deliver allocation; and

(b) any other *Dealer Member* that receives an order from the *Allocated Member* to sell that *listed security* on a *Marketplace* that on execution would result in a *short sale*.

(iv) The *Allocated Member* must provide a copy of the notifications required under clauses 4784(2)(ii) and 4784(2)(iii) to *CIRO* at such time and in such form and manner and containing such information as may be required by *CIRO*.

(v) The *Clearing Member* must provide notification regarding the allocation of the fail to deliver position to *CIRO* at such time and in such form and manner and containing such information as may be required by *CIRO*.

4785.-4799. Reserved.

RULE 4800 | OPERATIONS – TRADING AND DELIVERY STANDARDS FOR NON-CENTRALLY CLEARED TRANSACTIONS, ACCOUNT TRANSFERS AND BULK ACCOUNT MOVEMENTS

4801. Introduction

(1) Rule 4800 sets out the following requirements relating to *Dealer Member* operations:

Part A - Trading and delivery standards applicable to transactions that are not cleared and settled through a clearing corporation:

Part A.1 - Fixed income transactions
[sections 4804 through 4807]

Part A.2 - Stock transactions
[sections 4808 through 4810]

Part A.3 - Buy-in transactions
[section 4811]

Part B - Account transfers and bulk account movements

Part B.1 - Account Transfers
[sections 4852 through 4865]

Part B.2 - Bulk Account Movements
[section 4866].

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4801 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4801:

4801. Introduction

(1) Rule 4800 sets out the following requirements relating to *Dealer Member* operations:

Part A - Trading and delivery standards applicable to transactions that are not cleared and settled through a clearing corporation:

Part A.1 - Fixed income transactions
[sections 4804 through 4807]

Part A.2 - Stock transactions
[sections 4808 through 4810]

Part A.3 - Buy-in transactions
[section 4811]

Part B - Account transfers and bulk account movements

Part B.1 - Client-Initiated Account Transfers
[sections 4852 through 4867]

Part B.2 - Firm-Initiated Bulk Account Movements
[sections 4870 to 4872].

PART A - TRADING AND DELIVERY STANDARDS APPLICABLE TO TRANSACTIONS THAT ARE NOT CLEARED AND SETTLED THROUGH A CLEARING CORPORATION.

4802. Introduction

(1) Part A of Rule 4800 sets out additional requirements applicable to transactions that are not cleared and settled through a clearing corporation.

4803. Definitions

(1) The following terms have the meaning set out below when used in Part A of Rule 4800:

"good delivery securities" *(titres de bonne livraison)*	*Securities* that can be transferred without restrictions and delivered to the buyer of the *securities*.
"qualified Canadian trust company" *(société de fiducie canadienne admissible)*	A trust company licensed to do business in Canada or a Canadian province with a minimum paid up capital and surplus of $5,000,000

PART A.1 – FIXED INCOME TRANSACTIONS

4804. Fixed income accrued interest

(1) All *securities* having interest payable as a fixed obligation, except *securities* in sale and *repurchase agreement* transactions, must be conducted on an accrued interest basis until maturity or a default in such payment either occurs or is announced by the debtor, whichever is the earlier event. *CIRO* may set aside this requirement in specific cases where common practice and expediency prompt such action and will give due notice to all *Dealer Members* in such cases.

(2) Prior to actual default or announcement by the debtor as specified in subsection 4804(1), sales made of *securities* but undelivered at the time of default or such announcement, must be conducted on an accrued interest basis under the terms of the original transaction.

(3) Subsequent to default or announcement by the debtor as specified in subsection 4804(1), the *securities* must be handled on a flat basis with all matured and unpaid coupons attached, until such time as all arrears of interest have been paid and one current coupon has been paid when due.

(4) Transactions in bonds having coupons payable out of income, if and when earned, must take place on a flat basis. Any matured and unpaid income coupons must be attached. Income bonds that have been called for redemption must continue to be traded on a flat basis even after the call date has been published.

(5) Transactions in bonds where an issuer has been subject to reorganization or capital adjustment that results in the bondholders receiving as a bonus or otherwise, certain stock or scrip, such transactions must be ex stock or scrip, unless otherwise stated at the time the trade is made. Such bonds must be traded on a flat basis until such time as all arrears have been paid and one current coupon has been paid when due, except where *CIRO* has determined otherwise.

(6) Accrued interest on trades in interest paying instruments that pay interest monthly and compound interest monthly must be zero, if the value date of the trade is an interest payment date. Otherwise, the accrued interest on such trades must be calculated by multiplying the face amount of the instrument by the interest rate of the instrument and the number of days between the value date of the trade and the last interest payment date

prior to the value date of the trade and dividing the result by twelve multiplied by the number of days between the next interest payment date after the value date of the trade and the last interest payment date prior to the value date of the trade.

(7) For bonds or debentures that are only available in registered form, transactions made on the day of a regular interest payment and up to one *business day* before the closing of the transfer agent's books for the next interest payment, both days inclusive, will be on an "and interest" basis. The full amount of such interest payment must be deducted by the seller after the calculation of interest on the regular delivery basis, unless delivery is completed to the buyer by 12 p.m. at a transfer point on the date of the closing of the transfer agent's books for a regular interest payment.

(8) For bonds or debentures that are only available in registered form, transactions from the day of closing of the transfer agent's books up to and including one *business day* before a regular interest payment must be "less interest" from settlement date to the regular interest payment date.

(9) Where interest on a transaction involves an amount greater than that represented by the half-yearly coupon, interest is to be calculated on the basis of the full amount of the coupon less one or two days, as the case may be.

4805. Fixed income trading units

(1) Section 4805 applies to all transactions between *Dealer Members* regardless of the *Districts* the *Dealer Members* are in.

(2) In section 4805 "trading units" is defined as follows:

(i) Government of Canada

(a) $250,000 par value for Government of Canada direct obligations and Government of Canada guaranteed obligations having an unexpired term of less than one year to maturity (or to the earliest call date, where the transaction is completed at a premium),

(b) $100,000 par value for Government of Canada direct obligations and Government of Canada guaranteed obligations having an unexpired term of one year or longer but three years or less to maturity (or to the earliest call date, where the transaction is completed at a premium),

(c) $100,000 par value for Government of Canada direct obligations and Government of Canada guaranteed obligations having an unexpired term to maturity of longer than three years (where the bond is traded at a premium, the earliest call date shall be treated as the maturity date).

(ii) Province of Canada

(a) $25,000 par value for bonds, debentures and other obligations of or guaranteed by a province in Canada.

(iii) Other Bonds and Debentures

(a) $25,000 par value for bonds and non-convertible debentures (other than Government of Canada direct obligations and Government of Canada guaranteed obligations and bonds, debentures and other obligations of or

guaranteed by a province in Canada) that were not issued with attached stock warrants, rights or other attachments,

(b) $5,000 par value for bonds, convertible debentures or debentures (other than Government of Canada direct obligations and Government of Canada guaranteed obligations and bonds, debentures and other obligations of or guaranteed by a province in Canada) that were issued with attached stock warrants, rights or other attachments.

(3) A *Dealer Member* calling a market must trade *trading units* if called upon to trade, unless prefixed by some qualifying phrase. Any amount less than one *trading unit* will be considered as an "odd lot".

(4) Any *Dealer Member* asking the size of a stated market must be prepared to buy or sell at least a *trading unit* at the price quoted if immediately requested to do so by the *Dealer Member* calling the market.

(5) Any *Dealer Member* who has been requested to call a market has the option to trade an *odd lot* at the called market (if so requested) or to adjust his market to compensate for the smaller amount involved.

4806. Fixed income delivery

(1) In section 4806 "regular delivery" is defined as:

(i) Government of Canada

(a) The same day as the transaction date for Government of Canada Treasury Bills.

(b) The first *business day* after the transaction date for Government of Canada Bonds and Government of Canada Guaranteed Bonds (except Treasury Bills) having an unexpired term to maturity of three years or less (or to the earliest call date where a transaction is completed at a premium). Any accrued interest must be stopped on the first *business day* after the transaction date.

(c) The first *business day* after the transaction date for Government of Canada Bonds and Government of Canada Guaranteed Bonds having an unexpired term to maturity of longer than three years (where such a bond is traded at a premium the earliest call date shall be treated as the maturity date). Any accrued interest must be stopped on the first *business day* after the transaction date.

(ii) Province of Canada

(a) The first *business day* after the transaction date for all provincial bonds or debentures. Any accrued interest must be stopped on the first *business day* after the transaction date.

(iii) Other Bonds and Debentures

(a) The first *business day* after the transaction date for all municipal, corporation and other bonds or debentures (other than Government of Canada and Province of Canada treasury bills, bonds or debentures), and other certificates of indebtedness including mortgage-backed *securities*. Any accrued interest must be stopped on the first *business day* after the transaction date.

(2) All trades are to be considered for *regular delivery*, unless otherwise agreed to in writing by all of the parties to a transaction at the time of the transaction.

(3) For a deal involving the sale or purchase of more than one maturity, each maturity must be treated as a separate transaction. No contingent (all or none) dealings are permitted.

(4) New issues delivery

(i) The *regular delivery* requirements are not intended to interfere in any way with the common practice of transactions between *Dealer Members* in new issues during the period of primary distribution on an "accrued interest to delivery" basis. However, the *regular delivery* requirements will come into effect on the appropriate number of *business days* prior to the new issue being first available for physical delivery.

(ii) Where a new issue delivery is made against payment outside of the points fixed for the initial syndicate delivery of the issue, additional accrued interest must be charged from the delivery date at the initial syndicate delivery point of the new issue, according to the length of time normally required for delivery to the locality in which the delivery is made.

(iii) For a mortgage-backed *security* transaction made during the period from the first *business day* of the month to the fourth *business day* of the month, inclusive, delivery must take place on or after the fifth *business day* of the month.

(5) Physical Delivery

(i) For any transaction between *Dealer Members* where physical delivery is to be made, the seller must complete the delivery before close of business on settlement date.

(ii) For any transaction between *Dealer Members*, the seller must complete the delivery on the buyer’s terms, that is the delivery is to be made by the seller free of banking or shipping charges to the buyer.

(6) Good delivery

(i) *Securities* traded by *Dealer Members* must be *good delivery securities*. Therefore, they must have the necessary endorsements, *guarantees* or both, and meet all legal and regulatory requirements so that their titles can be transferred by delivery to the buyer on settlement date. The seller must obtain them and include them with the delivery.

(ii) *Good delivery securities* may consist of bearer bonds or debentures or registered bonds or debentures.

(iii) For good delivery, *securities* that can be traded as actual certificates or as certificates of deposit, delivery must be made in the form of actual certificates, unless stated otherwise at the time of the transaction.

(iv) For good delivery, the bonds or debentures are to be of a maximum denomination of $100,000 par value, unless agreed to otherwise by the buyer.

(v) For good delivery, if a power of attorney is necessary for the certificates, one power of attorney for each certificate is required, unless the buyer has agreed otherwise to accept an amalgamated power of attorney.

(vi) For good delivery, if definitive certificates are not available interim certificates may be used. However, once definitive certificates are available interim certificates may not be used, unless the *Dealer Members* agree otherwise.

(vii) *Good delivery securities* may consist of the following, provided that is it acceptable to the transfer agent:

(a) bonds or debentures registered in the name of an *individual*, properly endorsed and with endorsement guaranteed by a *Dealer Member* in good standing of *CIRO* or an exchange in Canada or the United States, or by a *chartered bank* or *qualified Canadian trust company,*

(b) bonds or debentures registered in the name of a *Dealer Member* or nominee of a *Dealer Member* and properly endorsed,

(c) bonds or debentures registered in the name of a member of an exchange in Canada or the United States and properly endorsed,

(d) bonds or debentures registered in the name of a *chartered bank* or *qualified Canadian trust company* or the nominee of a *chartered bank* or qualified trust company and properly endorsed.

(7) Not good delivery

(i) A mutilated or torn certificate or coupon unless acceptable to the receiving *Dealer Member.*

(ii) A certificate registered in the name of a firm or corporation that has made an assignment for the benefit of creditors or has been declared bankrupt.

(iii) A certificate signed by a trustee or administrator unless accompanied by sufficient evidence of authority to sign.

(iv) A certificate with documents attached other than a registered bond of an issue available in registered form only, with completed power of attorney to transfer attached. (One power of attorney for each certificate or an amalgamated power of attorney if acceptable to receiving broker or dealer).

(v) A certificate which has been altered or erased (other than by the transfer agent) whether or not such alteration or erasure has been guaranteed.

(vi) A certificate on which the assignment or substitute attorney has been altered or erased.

(vii) A certificate with the next maturing coupon or subsequent coupons detached unless where so traded or where a certificate cheque (if for $1,000 or more) payable to the receiving *Dealer Member*, dated no later than the date of delivery and for the amount of the coupon missing, is attached to the certificate in question.

(viii) A bond or debenture, registered as to principal only, which after being transferred to bearer, does not bear the stamp and signature of the trustee.

(ix) A registered bond or debenture unless it bears a certificate that provincial tax has been paid where applicable.

(x) A certificate that has a stop transfer placed against it, the stop having been placed prior to delivery being made to the receiving dealer or broker.

(8) Prior to notice of call

(i) Sales or purchases of *securities* prior to notice of call in part but not in full and undelivered on date of such notice, must be completed on the basis of the original transaction. Date of notice is the date of the notice of call irrespective of the date of

publication of such notice. Called *securities* do not constitute good delivery unless the transaction is so designated at its inception.

(ii) Sales or purchases of *securities* prior to notice of call in full and undelivered at time of such notice must be completed on the terms of the original transaction.

4807. Fixed income redemption payment

(1) A *Dealer Member* must not pay to a client regarding any maturity the redemption price or other amount due on redemption of such *securities* where the price or amount exceeds $100,000, unless:

(i) the *Dealer Member* has first received an amount equal to such price or other amount from the issuer or its agent by cheque certified by or accepted without qualification by a *chartered bank,* or

(ii) the *Dealer Member* has first received or is credited an amount equal to such price or other amount through the facilities of *CDS* or Depository Trust Company.

PART A.2 – STOCK TRANSACTIONS

4808. Stock trading units

(1) Section 4808 applies to all transactions between *Dealer Members* regardless of the *Districts* the *Dealer Members* are in.

(2) In section 4808 "trading units" is defined as follows:

(i) Common and preferred shares not listed on an exchange in Canada or the United States:

(a) in lots of 500 shares, if market price per share is below $1,

(b) in lots of 100 shares, if market price per share is at $1 and below $100, or

(c) in lots of 50 shares, if market price per share is at $100 or above.

(3) A *Dealer Member* calling a market shall be obliged to trade *trading units* if called upon to trade, unless prefixed by some qualifying phrase. Any amount less than one *trading unit* will be considered as an "odd lot".

(4) Any *Dealer Member* asking the size of a stated market must be prepared to buy or sell at least a *trading unit* at the price quoted if immediately requested to do so by the *Dealer Member* calling the market.

(5) Any *Dealer Member* that has been requested to call a market has the option to trade an *odd lot* at the called market (if so requested) or to adjust its market to compensate for the smaller amount involved.

4809. Stock delivery

(1) All trades are to be considered for *regular delivery* (defined in subsection 4809(2)), unless otherwise agreed to in writing by the parties to a transaction at the time of the transaction.

(2) In section 4809 "regular delivery" is defined as:

(i) Exchange-listed shares

(a) The settlement date generally accepted according to industry practice for the shares in the market in which the transaction occurs, including foreign jurisdictions.

(ii) Unlisted registered shares

(a) The settlement date generally accepted according to industry practice for the shares in the market in which the transaction occurs, including foreign jurisdictions.

(b) For transactions between *Dealer Members* in shares that occur on record date, the shares must be traded ex dividend, ex rights, or ex payments.

(c) For transactions between *Dealer Members* in shares that are not ex dividend, ex rights, or ex payments at the time the transaction occurs and delivery is not completed before twelve o'clock noon (12 p.m.) at a transfer point on the date of the closing of the transfer agent's books, the seller is responsible to the buyer for the payment of such dividends or payments, and delivery of such rights, as may be involved, on their due dates. For the purposes of this sub-clause 4809(2)(ii)(c), where the record date falls on a Saturday or other non-*business day*, the *business day* prior to the record date is to be treated as the effective record date.

(3) New issues delivery

(i) The *regular delivery* requirements in subsection 4809(2) are not intended to interfere in any way with the common practice of dealing in new issues during the period of primary distribution. However, the *regular delivery* requirements will come into effect on the appropriate number of *business days* prior to the new issue being first available for physical delivery.

(4) Physical Delivery

(i) For any transaction between *Dealer Members* where physical delivery is to be made, the seller must complete the delivery before close of business on settlement date.

(ii) For any transaction between *Dealer Members*, the seller must complete the delivery on the buyer's terms, that is the delivery is to be made by the seller free of banking or shipping charges to the buyer.

(5) Good delivery

(i) *Securities* traded by *Dealer Members* must be *good delivery securities*. Therefore, they must have the necessary endorsements, *guarantees* or both, and meet all legal and regulatory requirements so that their titles can be transferred by delivery to the buyer on settlement date. The seller must obtain them and include them with the delivery.

(ii) Certificates registered in the name of:

(a) an *individual*, must be endorsed by the registered holder in exactly the same manner as registered and the endorsement guaranteed by a *Dealer Member* or by a member of an exchange in Canada or the United States or by a *chartered bank* or *qualified Canadian trust company*. Where the endorsement does not exactly correspond to the registration shown on the face of the certificate, a certification by a *Dealer Member*, a member of an exchange in Canada or the

United States, a *chartered bank* or a *qualified Canadian trust company* that the two signatures are the same person's is required,

(b) a *Dealer Member* or a member of an exchange in Canada or the United States or a nominee of either and properly endorsed,

(c) a *chartered bank* or *qualified Canadian trust company* or the nominee of a *chartered bank* or *qualified Canadian trust company* and properly endorsed by a *Dealer Member*, or

(d) any other manner providing it is properly endorsed and the endorsement is guaranteed by a *Dealer Member* or by a member of an exchange in Canada or the United States or by a *chartered bank* or *qualified Canadian trust company*.

(iii) Certificates in board lot denominations (or less) as required by the exchange on which the stock is traded. Unlisted stocks should also be in denominations similar to listed stocks in the same category and price range.

(6) Not good delivery

(i) A mutilated or torn certificate or coupon unless acceptable to receiving broker or dealer.

(ii) A certificate registered in the name of a firm or corporation that has made an assignment for the benefit of creditors or has been declared bankrupt.

(iii) A certificate signed by a trustee or administrator unless accompanied by sufficient evidence of authority to sign.

(iv) A certificate with documents attached other than a registered bond of an issue available in registered form only, with completed power of attorney to transfer attached. (One power of attorney for each certificate or an amalgamated power of attorney if acceptable to receiving broker or dealer).

(v) A certificate that has been altered or erased (other than by the transfer agent) whether or not such alteration or erasure has been guaranteed.

(vi) A certificate on which the assignment or substitute attorney has been altered or erased.

(vii) A registered stock unless it bears a certificate that provincial tax has been paid where applicable.

(viii) A certificate that has a stop transfer placed against it, the stop having been placed prior to delivery being made to the receiving dealer or broker.

(7) Prior to notice of call

(i) Sales or purchases of *securities* prior to notice of call in part but not in full and undelivered on date of such notice, must be completed on the basis of the original transaction. Date of notice is the date of the notice of call irrespective of the date of publication of such notice. Called *securities* do not constitute good delivery unless the transaction is so designated at its inception.

(ii) Sales or purchases of *securities* prior to notice of call in full and undelivered at time of such notice must be completed on the terms of the original transaction.

4810. Stock dividend claims

(1) No *Dealer Member* shall make a certificate claim for dividends against another *Dealer Member* if the amount of such claim would be $5.00 or less.

PART A.3 - BUY-IN TRANSACTIONS

4811. Buy-ins

(1) Buy-ins must be made within the times, using the notices prescribed, and according to *CIRO requirements*. For the purposes of clauses 4811(1)(i) through 4811(1)(iv) a "regular delivery transaction" is deemed to have taken place once the *Dealer Members* involved have agreed on a price.

(i) For transactions between *Dealer Members* where the seller does not advise the buyer about the delivery by 11:30 a.m. on the second *business day* after a regular delivery transaction:

(a) The buyer may at his or her option buy-in the *securities*, where the buyer intends to buy-in the *securities*, the buyer must give written notice to the seller and to *CIRO* on that day, or any subsequent *business day*, prior to 3:30 p.m., of his or her intention to buy-in for cash on the second *business day* after the original notice.

(b) The notice is deemed to automatically renew itself from *business day* to *business day* from 11:30 a.m. until closing until the transaction is finally completed.

(c) Where the buy-in is not executed on the second *business day* after the original notice, the seller has the privilege of advising the buyer each subsequent day before 11:30 a.m. of his or her ability, and intention, to make either whole or partial delivery on that day.

(ii) Any *Dealer Member* who is bought-in may demand evidence that a bona fide transaction has taken place involving the delivery of the bought-in *securities*. The *Dealer Member* who is bought-in has the right, to deliver such part of his or her commitment according to clause 4811(1)(i) and must complete any such delivery to the nearest $1,000 par value, or stock *trading unit*.

(iii) *CIRO* has the authority to postpone the execution of a buy-in from day to day, and to combine buy-ins in the same *security*, and to decide any dispute arising from the execution of the buy-in, and its decision is final and binding.

(iv) When a buy-in has been completed the buyer must submit to the seller a statement of account showing:

(a) as credits, the amount originally contracted for as payment for the *securities*, and

(b) as debits, the amount paid on buy-in, the cost of the buyer's communication charges relative to the buy-in, and any bank or shipping charges incurred.

Where there is a credit balance remaining, the buyer must pay this amount to the seller, and where there is a debit balance remaining, the seller must pay this amount to the buyer.

4812. – 4849. Reserved.

PART B - ACCOUNT TRANSFERS AND BULK ACCOUNT MOVEMENTS

4850. Introduction

(1) Part B.1 of Rule 4800 describes the *CIRO requirements* for transferring accounts between *Dealer Members* to ensure these transfers are completed promptly.

(2) Part B.2 of Rule 4800 describes *CIRO*'s exemption authority with regards to bulk account movements.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4850 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4850:

4850. Introduction

(1) Part B.1 of Rule 4800 describes the *CIRO requirements* for client-initiated account transfers between *Dealer Members* to ensure these transfers are completed promptly.

(2) Part B.2 of Rule 4800 describes *CIRO*'s exemption authority with regards to firm-initiated bulk account movements.

4851. Definitions

(1) The following terms have the meaning set out below when used in Part B of Rule 4800:

"account transfer" *(transfert de compte)*	A client account transfer, at the request of or with the authority of the client, from one *Dealer Member* to another *Dealer Member*.
"delivering Dealer Member" *(courtier membre livreur)*	The *Dealer Member* from which the client account is being transferred or moved.
"partial account" *(compte partiel)*	Less than the total assets and balances in a client account held by a *delivering Dealer Member.*
"receiving Dealer Member" *(courtier membre receveur)*	The *Dealer Member* to which the client account is being transferred or moved.
"recognized depository" *(dépositaire reconnu)*	A *CIRO* recognized clearing corporation or depository that is considered an *acceptable securities location*.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4851 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4851:

PART B.1 - CLIENT-INITIATED ACCOUNT TRANSFERS

4851. Definitions

(1) The following terms have the meaning set out below when used in Part B.1 of Rule 4800:

"account transfer" *(transfert de compte)*	The transfer in its entirety of an account and related cash balances and *positions* of a client with a *Dealer Member* to another *Dealer Member* at the request of or with the authority of the client.

"delivering Dealer Member" *(courtier membre livreur)*	The *Dealer Member* from which the client account and related cash balances and *positions* are being transferred.
"entire account" *(compte entier)*	The total client account and related cash balances and *positions* on the *records* of *delivering Dealer Member*.
"partial account" *(compte partiel)*	Less than the total client account and related cash balances and *positions* on the *records* of *delivering Dealer Member*.
"positions" *(positions)*	*Investment product* positions that are recorded as positions of the client whose account is to be transferred and includes: (i) positions where the *Dealer Member* is the dealer of record for the client on the *records* of the issuer of the *investment product,* and (ii) positions that are held or controlled by the *Dealer Member* for the client, including any positions: (a) held for it by: (I) external custodians, and (II) its *carrying broker*, and (b) it holds as a *carrying broker*.
"receiving Dealer Member" *(courtier membre receveur)*	The *Dealer Member* to which the client account and related cash balances and *positions* are being transferred.
"recognized account transfer facility" *(service reconnu de transfert de compte)*	A clearing corporation, depository or transfer facility that is approved by *CIRO* as an acceptable facility to enable the delivery or revised recording of client account cash balances and *positions* and related cash balances and *positions* from or at the *delivering Dealer Member* to or at the *receiving Dealer Member,* to complete an *account transfer*. *CIRO* will establish and maintain a list of approval conditions that it will use to determine the facilities it will approve as a recognized account transfer facility and will regularly publish the current list of recognized account transfer facilities.

PART B.1 – ACCOUNT TRANSFERS

4852. Transferring a full or partial account

(1) A *Dealer Member* transferring a full or *partial account* must comply with Part B.1 of Rule 4800.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4852 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4852:

4852. Transferring an entire account or a partial account

(1) A *Dealer Member* transferring an *entire account* or a *partial account* for a client must comply with Part B.1 of Rule 4800.

4853. Transfer through a recognized depository

(1) Whenever possible, a *Dealer Member* transferring a client account must transfer that account through a *recognized depository*.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4853 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4853:

4853. Transfer through a recognized account transfer facility

(1) Whenever possible, a *Dealer Member* transferring an *entire account* or a *partial account* for a client must transfer that account through a *recognized account transfer facility*.

4854. Communications between Dealer Members

(1) Communications between *Dealer Members* must take place by electronic delivery through *CDS's* account transfer facility, unless both *Dealer Members* agree otherwise.

(2) A *Dealer Member* must pay its costs for delivering or receiving electronic communications done under Part B.1 of Rule 4800.

(3) A *Dealer Member* must select, implement, and maintain appropriate security measures to protect its electronically delivered communications.

(4) *Dealer Member* acknowledgement and indemnification:

(i) a *Dealer Member* acknowledges that an electronically delivered communication it sends will be relied on by the *Dealer Member* receiving it,

(ii) a *Dealer Member* must indemnify and save harmless other *Dealer Members* from any claims, losses, damages, liabilities or expenses the other *Dealer Members* suffer as a result of relying on its unauthorized, inaccurate, or incomplete electronic communication.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4854 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4854:

4854. Communications between Dealer Members

(1) Where it is possible for a *Dealer Member* to transfer an *entire account* or a *partial account* for a client through a *recognized account transfer facility,* communications between *Dealer Members* must take place by electronic delivery through a *recognized account transfer facility*.

(2) A *Dealer Member* must pay its costs for delivering or receiving communications under Part B.1 of Rule 4800.

(3) A *Dealer Member* must select, implement, and maintain appropriate security measures to protect its delivered and received communications.

(4) A *Dealer Member* must:

(i) acknowledge that the communications it delivers under Part B.1 of Rule 4800 will be relied on by the *Dealer Member* receiving it, and

(ii) indemnify and save harmless other *Dealer Members* from any claims, losses, damages, liabilities or expenses the other *Dealer Members* suffer because of relying on those communications it delivers under Part B.1 of Rule 4800 that are unauthorized, inaccurate, or incomplete.

4855. Receiving Dealer Member - responsibilities for documents

(1) If a *receiving Dealer Member* receives a request from a client to accept an account, it must obtain written authorization from the client to transfer the account.

(2) After the client gives written authorization to the *receiving Dealer Member,* the *receiving Dealer Member* must:

(i) promptly send a request for transfer (using an account transfer authorization form approved by *CIRO*) through *CDS* to the *delivering Dealer Member*, and

(ii) keep the original written account transfer authorization form on file.

(3) The *receiving Dealer Member* must ensure that the forms or documents required to transfer accounts are completed and available on the same day as the request for transfer is delivered.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4855 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4855:

4855. Receiving Dealer Member - responsibilities for documents

(1) If a *receiving Dealer Member* receives a request from a client to accept an account and related cash balances and *positions*, it must obtain authorization from the client to:

(i) be provided by the *delivering Dealer Member* with a cash balances and *positions* list relating to the account, and

(ii) transfer the account and related cash balances and *positions*.

(2) After the client provides authorization to the *receiving Dealer Member,* the *receiving Dealer Member* must:

(i) promptly send a request for transfer (using an account transfer authorization form approved by *CIRO*) by electronic delivery through a *recognized account transfer facility* to the *delivering Dealer Member*, and

(ii) keep the account transfer authorization on file.

(3) The *receiving Dealer Member* must ensure that the supporting information and authorization required to transfer accounts are obtained before the request for transfer is delivered and retained.

4856. Delivering Dealer Member - response to request for transfer

(1) When it receives the request for transfer, the *delivering Dealer Member* must either:

(i) deliver to the *receiving Dealer Member*, by the specified return date, the asset list for the client account being transferred, or

(ii) reject the request for transfer if the client account information is unknown to the *delivering Dealer Member* or is incomplete or incorrect.

(2) The return date in clause 4856(1)(i) must be no later than two *clearing days* after the date that the *delivering Dealer Member* received the request for transfer.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4856 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4856:

4856. Delivering Dealer Member - response to request for transfer

(1) When the *delivering Dealer Member* receives the request for transfer, it must either:

(i) deliver to the *receiving Dealer Member*, by the specified list return date, the cash balances and *positions* list relating to the client account being transferred, or

(ii) reject the request for transfer if the client and client account information is unknown to the *delivering Dealer Member* or is incomplete or incorrect.

(2) The list return date in clause 4856(1)(i) or the date the request for transfer is rejected in clause 4856(1)(ii), whichever applies, must be no later than two *clearing days* after the date the *delivering Dealer Member* received the request for transfer.

(3) Where the request for transfer is rejected by the *delivering Dealer Member* pursuant to clause 4856(1)(ii), the *delivering Dealer Member* and the *receiving Dealer Member* must make reasonable efforts to identify the client and client account and/or to collect complete and correct information about the client account transfer request no later than 2 *clearing days* after the date the request for transfer is rejected in clause 4856(1)(ii).

4857. Asset transfer

(1) Within one *clearing day* after the specified return date the *delivering Dealer Member* must commence, or cause *CDS's* account transfer facility to implement automatically, the transfer of the assets through *CDS*.

(2) Any assets that cannot be transferred through a *recognized depository* must be settled:

(i) over-the-counter,

(ii) by other standard industry practices, or

(iii) by other appropriate means agreed between the *receiving Dealer Member* and the *delivering Dealer Member*.

The time limits in subsection 4857(1) apply.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4857 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4857:

4857. Transfer impediment

(1) If there is an impediment at the *delivering Dealer Member* to the requested transfer of one or more cash balances or *positions*, the *delivering Dealer Member* must send a notification to the *receiving Dealer Member* within 2 *clearing days* after the specified list return date, identifying:

(i) the cash balances and *positions* that have an impediment,

(ii) the reason or reasons for each impediment,

(iii) the options the client has to resolve each impediment, and

(iv) the taxation and other impacts of each option to resolve each impediment.

(2) If there is an impediment at the *receiving Dealer Member* to the requested transfer of one of more cash balances or *positions*, the *receiving Dealer Member* must within 2 *clearing days* after the specified list return date:

(i) identify:

(a) the cash balances and *positions* that have an impediment,

(b) the reason or reasons for each impediment,

(c) the options the client has to resolve each impediment, and

(d) the taxation and other impacts of each option to resolve each impediment.

(ii) send a notification to the *delivering Dealer Member* identifying the cash balances and *positions* that have an impediment.

(3) For the transfer impediments identified in subsections 4857(1) and 4857(2), the *receiving Dealer Member* must promptly:

(i) notify the client of:

(a) the cash balances and *positions* that have an impediment,

(b) the reason or reasons for each impediment,

(c) the options the client has to resolve each impediment, and

(d) the taxation and other impacts of each option to resolve each impediment,

and

(ii) obtain client instructions on the option to pursue to resolve each transfer impediment and provide these instructions to the *delivering Dealer Member.*

4858. Transfer impediment

(1) If there is an impediment to the requested transfer of an account asset, the *delivering Dealer Member* must promptly notify the *receiving Dealer Member*, identifying the asset and the reason for the inability to deliver.

(2) The *receiving Dealer Member* must get client instructions or directions concerning the asset, and deliver them to the *delivering Dealer Member.*

(3) The balance of the client's assets must be transferred according to Part B.1 of Rule 4800.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4858 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4858:

4858. Commencement of transfer of cash balances and positions and related information

(1) Where one or more transfer impediments exist and the client has not decided on how to resolve each transfer impediment or to proceed with a *partial account* or *entire account* transfer, the *delivering Dealer Member* must not commence, and must not cause the *recognized account transfer facility* to commence automatically, the transfer of cash balances and *positions* through electronic delivery.

(2) Within 1 *clearing day* after it has been determined that:

(i) no transfer impediments exist, or

(ii) one or more transfer impediments exist and the *receiving Dealer Member* has:

(a) obtained client instructions on the option to pursue to resolve each transfer impediment, and

(b) provided these instructions to the *delivering Dealer Member,*

the *delivering Dealer Member* must commence, or cause the *recognized account transfer facility* to commence automatically, the transfer of cash balances and *positions* through electronic delivery.

(3) Any cash balances and *positions* referred to in subsection 4858(2)that cannot be transferred through a *recognized account transfer facility* must be settled:

(i) over-the-counter,

(ii) by other standard industry practices, or

(iii) by other appropriate means agreed between the *receiving Dealer Member* and the *delivering Dealer Member*.

The time limits in subsection 4858(2) apply.

(4) As part of the transfer of cash balances and *positions* referred to in subsections 4858(2) and 4858(3), the *delivering Dealer Member* must provide the related *position* information required by a *recognized account transfer facility* to be provided, irrespective of whether a *recognized account transfer facility* is used for the transfer.

4859. Failure to settle

(1) If the *delivering Dealer Member* fails to settle an asset transfer in a client account within 10 *clearing days* of receipt of the request for transfer, the *receiving Dealer Member* may complete the *account transfer*, at its option, by:

(i) buying-in the unsettled position in accordance with section 4811,

(ii) lending the *security* to the *delivering Dealer Member* through a *recognized depository* and simultaneously transferring the same *security* into the client account, or

(iii) making other mutually agreed arrangements with the *delivering Dealer Member* so that the *account transfer* can be considered completed.

(2) Any loan in clause 4859(1)(ii) must be marked to market and the assets will be considered delivered to the *receiving Dealer Member* to settle the *account transfer*.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4859 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4859:

4859. Settlement standard and failure to settle on time

(1) The *delivering Dealer Member* and *receiving Dealer Member* must settle a client *account transfer* request within 10 *clearing days* of the *delivering Dealer Member* receiving the *account transfer* request from the *receiving Dealer Member*.

(2) If an *account transfer* request is not settled in accordance with the requirement in subsection 4859(1) due to a delay at the *delivering Dealer Member*, the *receiving Dealer Member* may complete the *account transfer*, at its option, by:

(i) buying-in the unsettled *position* in accordance with section 4811,

(ii) lending the *position* to the *delivering Dealer Member* through a recognized depository and simultaneously transferring the same *position* into the client account, or

(iii) making other mutually agreed arrangements with the *delivering Dealer Member* so that the *account transfer* can be considered completed.

(3) Any loan in clause 4859(2)(ii) must be marked to market and the lent *securities* will be considered delivered to the *receiving Dealer Member* to settle the *account transfer*.

4860. Non-certificated mutual funds

(1) Non-certificated mutual fund *securities* are considered transferred when the *delivering Dealer Member* delivers to the *receiving Dealer Member*:

(i) a completed mutual fund transfer form, and

(ii) a completed and signed power of attorney, or

(iii) by entry of transfer instructions in the electronic account transfer facility of FundSERV Inc.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4860 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4860:

4860. Other investment products

(1) *Positions* in *investment products* that are not traded on a marketplace are considered transferred when the *delivering Dealer Member* delivers transfer instructions to the *receiving Dealer Member* by electronic delivery through a *recognized account transfer facility and* these instructions are carried out.

(2) If the transfer in subsection 4860(1) cannot be completed using a *recognized account transfer facility*, it is considered transferred when the *delivering Dealer Member* delivers to the *receiving Dealer Member*:

(i) a completed transfer form,

(ii) a completed and signed power of attorney, and

(iii) confirmation that *positions* that could not be transferred through use of a *recognized account transfer facility* have been transferred.

4861. Interest or dividend receipt balances

(1) Interest or dividend receivable balances must be settled promptly between a *delivering Dealer Member* and *receiving Dealer Member*. Despite any failure to settle these balances, a *Dealer Member* must comply with the *account transfer* procedures in Part B.1 of Rule 4800.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4861 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4861:

4861. Interest or dividend receipt balances

(1) Interest or dividend receivable balances must be settled within 25 *clearing days* between the *delivering Dealer Member* and *receiving Dealer Member*. Despite any failure to settle these balances, a *Dealer Member* must comply with the *account transfer* procedures in Part B.1 of Rule 4800.

4862. Margin

(1) A *Dealer Member* must not accept an *account transfer* from another *Dealer Member* if the account has a margin deficiency.

(2) Subsection 4862(1) does not apply if at the *account transfer* time the *receiving Dealer Member* has sufficient funds or collateral to the client's credit available to cover the account's margin deficiency.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4862 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4862:

4862. Margin

(1) A *receiving Dealer Member* must not accept an *account transfer* from a *delivering Dealer Member* if the account has a margin deficiency.

(2) Subsection 4862(1) does not apply if at the time of *account transfer* the client has provided the *receiving Dealer Member* with sufficient funds or collateral to cover the account's margin deficiency.

4863. Responsibility for margining account

(1) The *receiving Dealer Member* assumes the responsibility for the margining of transferred account money balances and assets, under the *CIRO requirements,* on the date or dates the money balances or assets are received.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4863 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4863:

4863. Responsibility for margining account

(1) The *receiving Dealer Member* assumes the responsibility for the margining of transferred cash balances and *positions*, under the *CIRO requirements,* on the date or dates the cash balances and *positions* are received.

4864. Fees and charges

(1) Before or at the time of *account transfer*, a *delivering Dealer Member* may deduct any fee or charge on the account in accordance with the *delivering Dealer Member's* current fee and charge schedule.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4864 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4864:

4864. Fees and charges

(1) Before or at the time of an *account transfer*, a *delivering Dealer Member* may deduct any fee or charge in accordance with the *delivering Dealer Member's* current fee and charge schedule.

(2) The deduction of any fee or charge referred to in subsection 4864(1) must occur within 10 *clearing days* of the *delivering Dealer Member* receiving the *account transfer* request from the *receiving Dealer Member*.

(3) Failure by the *delivering Dealer Member* to deduct any fee or charge in accordance with the requirement in subsection 4864(2):

(i) will not be considered to be a valid *delivering Dealer Member* transfer impediment, and

(ii) will be considered to be a violation of the requirement in subsection 4859(1).

4865. Exemption from client-initiated account transfer requirements

(1) *CIRO* may exempt a *Dealer Member* from the requirements of Part B.1 of Rule 4800 if *CIRO* is satisfied that to do so would not prejudice the interests of the *Dealer Member*, its clients, or the public.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4865 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4865:

4865. Exemption from client-initiated account transfer requirements

(1) *CIRO* may exempt a *Dealer Member* from the requirements of Part B.1 of Rule 4800 if *CIRO* is satisfied that to do so would not prejudice the interests of the *Dealer Member*, its clients, or the public.

PART B.2 - BULK ACCOUNT MOVEMENTS

4866. Bulk account movements exemption

(1) In the event of a bulk account movement situation, where a *Dealer Member* is receiving in a significant number of client accounts, *CIRO* may grant the *Dealer Member* an exemption from the applicable account opening requirement completion timelines.

(2) *CIRO* will grant such exemption if it is satisfied that to do so would not prejudice the interests of the *Dealer Member*'s clients, the public or the *Dealer Member*.

4867. – 4899. Reserved.

In CIRO Bulletin 25-0199, we propose repealing and replacing the IDPC Rule section 4866 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 4866:

4866. – 4869. Reserved.

PART B.2 - FIRM-INITIATED BULK ACCOUNT MOVEMENTS

4870. Definitions

(1) The following term has the meaning set out below when used in Part B.2 of Rule 4800:

"bulk account movement" *(déplacement de comptes en bloc)*	The movement of a group of client accounts, at the request of or with the authority of one of the firms involved, from a firm to a *Dealer Member*.

4871. Prompt bulk account movements

(1) All firms involved in a *bulk account movement* must engage in active collaboration and make reasonable efforts to ensure the prompt movement of accounts including:

(i) allocating sufficient resources to handle the *bulk account movement* efficiently,

(ii) sharing necessary information and documentation in a timely manner,

(iii) implementing processes and procedures to minimize delays, and

(iv) monitoring the progress of the *bulk account movement* and taking corrective actions as needed.

4872. Exemption from applicable account opening requirement completion timelines in a bulk account movement situation

(1) In the event of a *bulk account movement* situation, where a *Dealer Member* is receiving in a significant number of client accounts, *CIRO* may grant the *Dealer Member* an exemption from the applicable account opening requirement completion timelines.

(2) *CIRO* will grant such exemption if it is satisfied that:

(i) the firms involved are actively collaborating and making reasonable efforts to move the accounts promptly in accordance with subsection 4871(1), and

(ii) granting the exemption would not prejudice the interests of the *Dealer Member*'s clients, the public or the *Dealer Member*.

4873. – 4899. Reserved.

RULE 4900 | OTHER INTERNAL CONTROL REQUIREMENTS – DERIVATIVES RISK MANAGEMENT

4901. Introduction

(1) Rule 4900 sets out the following *Dealer Member internal control* requirements: Part A - Derivatives risk management

[sections 4910 through 4915]

4902. - 4909. Reserved.

PART A - DERIVATIVES RISK MANAGEMENT

4910. Introduction

(1) A *Dealer Member* must have an independent risk management function to:

(i) manage the risks resulting from its use of *derivatives*, which include *listed derivatives* and *over-the-counter derivatives*,

(ii) ensure that an appropriate *Executive* that reports to the board of directors understands all risks, and

(iii) ensure that its *risk adjusted capital* is calculated properly.

4911. Reserved.

4912. Risk management process

(1) A *Dealer Member* must have a risk management function with clear independence and authority to ensure risk limit policies are developed and transactions and positions are monitored for adherence to these policies.

(2) A *Dealer Member* must have a risk management process to identify, measure, manage, and monitor risks associated with the use of *derivatives*.

(3) The risk management process has two parts:

(i) An appropriate *Executive* must be knowledgeable of the nature and risks of all *derivative* products used in treasury, proprietary, institutional and retail activities, and

(ii) The *Dealer Member*'s policies and procedures must clearly outline risk management guidance for *derivatives* activities.

(4) A *Dealer Member's* financial accounting department must measure the *Dealer Member's* revenue components regularly and in sufficient detail to understand risk sources.

4913. Role of board of directors

(1) A *Dealer Member's* board of directors or equivalent must approve policies and procedures relating to significant risk management to provide reasonable assurance they are consistent with the *Dealer Member's* overall broader business strategies and appropriate for market conditions.

(2) An appropriate *Executive* must report at least annually to the *Dealer Member's* board of directors on a *Dealer Member's* risk exposure.

4914. Role of an appropriate Executive

(1) An appropriate *Executive* must ensure that for *derivative* products:

(i) The *Dealer Member*'s policies and procedures specifically address processing, trading, monitoring and reporting cycles including:
   (a) clear responsibility lines for risk management,
   (b) an adequate system for measuring risk,
   (c) appropriate risk position limits,
   (d) effective *internal controls*, and
   (e) a comprehensive reporting process,

(ii) if risk position limits are exceeded, there is a system to ensure that these excesses are approved only by authorized *employees* and communicated to an appropriate *Executive*,

(iii) all appropriate approvals are obtained and adequate operational procedures and risk control systems are in place,

(iv) appropriate risk control systems address market, credit, legal, operational, and liquidity risks,

(v) *derivatives* activities are undertaken by a sufficient number of professionals with appropriate experience, skill levels, and certification,

(vi) risk management procedures are regularly evaluated for appropriateness and soundness,

(vii) it approves all standard and non-standard *derivative* product programs,

(viii) there is an accurate, complete, informative, and timely management information system, and

(ix) the risk management function monitors and reports risk metrics to the *Dealer Member's* appropriate *Executives* and to the *Dealer Member's* board of directors or equivalent.

4915. Pricing

(1) In addition to the requirements in Part C of Rule 4200, a *Dealer Member* must comply with the requirements in subsections 4915(2) through 4915(4) in pricing *derivatives*.

(2) *Derivative* positions must be marked to market at least daily.

(3) A *Dealer Member's* independent risk management function must:
   (i) validate all pricing models, including computing market data or model inputs,
   (ii) review and approve pricing models and valuation systems used by front and back-office *employee*s, and
   (iii) review and approve reconciliation procedures if different systems are used.

(4) Valuations derived from models must be independently reviewed at least monthly.

4916. – 4999. Reserved.

SERIES 5000 | DEALER MEMBER MARGIN RULES

RULE 5100 | MARGIN REQUIREMENTS – APPLICATION AND DEFINITIONS

5101. Introduction

(1) Rule 5100:

(i) describes the purposes and general application of *Dealer Member inventory margin* and *client account margin* (as defined in section 5130) requirements [sections 5110 through 5118],

(ii) sets out the permitted arrangements under which *Mutual Fund Dealer Members* may advance funds to clients [section 5112],

(iii) sets out the process for determining the appropriate margin rate to use when a rate is not specified within the *Rules* [section 5120], and

(iv) sets out the definitions used within Rules 5200 through 5900 [section 5130].

5102. - 5109. Reserved.

5110. Margin requirements - purposes

(1) The purposes of margin requirements are to:

(i) ensure that the maximum leverage levels extended to clients through the execution of a transaction or a *trading strategy* are appropriate,

and

(ii) set base line market and credit risk requirements that a *Dealer Member* must adhere to when engaging in proprietary trading, investing or client account margin lending.

(2) Sections 5111 through 5118 describe how the margin requirements apply, generally, as well as specifically to both *Dealer Member* inventory and client account positions.

5111. Margin requirements - general application

(1) A *Dealer Member* must:

(i) obtain from and maintain for each of its clients, and

(ii) maintain for its own inventory accounts,

minimum margin in the amount and manner prescribed by *CIRO*.

(2) A *Dealer Member* must calculate *client account margin*, and if such margin is not provided by the client, the *Dealer Member* must provide margin against the shortfall, and include the amount as *client account margin* when calculating its *risk adjusted capital*.

(3) A *Dealer Member* must calculate and provide *Dealer Member inventory margin* for its own positions and indicate the amount as margin on *securities* owned and sold short when calculating its *risk adjusted capital*.

(4) In Rules 5200 through 5900, unless stated otherwise, margin rates are expressed as a percentage of the *market value* of the *investment product* position for which margin is being calculated.

5112. Advancing redemption proceeds and client margin lending by Mutual Fund Dealer Members

(1) A *Mutual Fund Dealer Member* may advance funds to a client in connection with the redemption of mutual fund *securities* where:

(i) the *Mutual Fund Dealer Member* has received prior confirmation of the redemption order from the issuer of the *securities*,

(ii) the redemption proceeds to be received (excluding any fees or commissions) are equal to or greater than the amount of funds or credit to be provided,

(iii) the client has authorized payment to and retention by the *Mutual Fund Dealer Member* of redemption proceeds,

(iv) the *Mutual Fund Dealer Member* maintains a copy of the confirmation of the redemption order and the client's authorization, and

(v) the *Mutual Fund Dealer Member* maintains a minimum capital amount of $50,000 or higher.

(2) A Level 4 Dealer may offer margin accounts and margin lending to clients if the *Mutual Fund Dealer Member* complies with the requirements for:

(i) margin accounts in sections 3245 to 3247,

(ii) the sending of the client margin account statements in section 3851,

(iii) minimum capital provisioning in sub-clause 4111(3)(i)(f),

(iv) the filing of an audited annual Form 1 within the timeline specified in sub-clause 4151(1)(i)(a),

(v) the filing of an agreed-upon procedures report as required under subsection 4190(1).

(vi) the *segregation* of fully paid and excess margin *investment products* in sections 4310 to 4332,

(vii) the calculation of margin required for *client account margin* for *investment product* positions and position offsets in Series 5000,

(viii) the reporting of client account cash balances and margin required in Schedule 4 of Form 1, and

(ix) the calculation of the *securities* concentration charge in Schedules 10, 10A and 10B of Form 1.

5113. Application of margin requirements - Dealer Member inventory positions

(1) Section 5113 describes the calculations for determining margin requirements for long and short positions in *Dealer Member* inventory. It applies to Rules 5200 through 5900.

(2) **Dealer Member long inventory margin**

A *Dealer Member* must provide margin for its long inventory positions in the amount calculated according to the formula:

(i) applicable margin rate x *market value* of *investment product*, or

(ii) by any alternative method specified in the *CIRO requirements*.

(3) **Dealer Member short inventory margin**

A *Dealer Member* must provide margin for its short inventory positions in the amount calculated according to the formula:

(i) applicable margin rate x *market value* of *investment product* (expressed as absolute value), or

(ii) by any alternative method specified in the *CIRO requirements*.

5114. Application of margin requirements - client account positions

(1) Section 5114 describes the calculations for determining margin requirements for long and short positions in client accounts. It applies to Rules 5200 through 5900.

(2) **Client accounts - loan value of long positions**

The *loan value* of a long position is generally calculated according to the formula:

(i) [100% - applicable margin rate %] x positive *market value* of *investment product*, or

(ii) by any alternative method specified in the *CIRO requirements*.

(3) **Client accounts - loan value of short positions**

The *loan value* of a short client position is generally calculated according to the formula:

(i) [100% + applicable margin rate %] x negative *market value* of *investment product*, or

(ii) by any alternative method specified in the *CIRO requirements*.

(4) **Net loan value and status of a client account**

(i) The positive and negative *loan values* in a client margin account must be totalled.

(ii) If the total *loan value* in a client account results in a net positive *loan value*, the client may have a debit cash balance no larger than the positive *loan value* amount for the account to be in good standing.

(iii) If the total *loan value* in a client account results in a net negative *loan value,* the cash balance in the margin account must be a credit equal to or larger than the net negative *loan value* for the account to be in good standing.

(iv) If a client does not bring its account into good standing by depositing the required amount of margin into its account, subsection 5111(2) applies.

5115. Client investment products that are collateral for a margin debt

(1) If a client is in debt to a *Dealer Member*, all *investment products* the *Dealer Member* holds for the client, up to an amount that reasonably covers the margin debt, are collateral for payment of the debt.

(2) The *investment products* a *Dealer Member* holds under subsection 5115(1) are collateral security subject to Form 1, Schedule 4 and to any agreement between the *Dealer Member* and the client.

5116. Dealer Member's rights in investment products of indebted clients

(1) A *Dealer Member* has the right to:

(i) raise money on,

(ii) carry in its general loans, and

(iii) pledge and repledge,

the client *investment products* it holds as collateral under section 5115.

5117. Dealer Member may buy or sell client investment products

(1) If a *Dealer Member* considers it necessary for its credit risk protection, it may:

(i) buy *investment products* held short for an indebted client, or

(ii) sell *investment products* it holds for an indebted client.

5118. Dealer Member's right to recover from indebted client

(1) A *Dealer Member* may recover the amount of the debt from an indebted client with or without realizing on any of the client's *investment products*.

5119. Reserved.

5120. Margin requirements - when a rate is not specified

(1) Where a*n investment product* position is held in either the *Dealer Member's* inventory or in a client account for which a margin rate or requirement is not specified within the *CIRO requirements*, the *Dealer Member* must obtain a margin rule interpretation from *CIRO* staff specifying the margin rate or requirement to be used.

5121. - 5129. Reserved.

5130. Definitions

(1) In Rules 5100 through 5900, unless stated otherwise, any term used that is not defined here or in the Rule where it is used, but is defined or used in Form 1, has the meaning defined or used in Form 1.

(2) For all positions subject to margin, the term:

"client account margin" (*marge associée au compte du client*)	(i) A minimum percentage of an *investment product's market value*, or (ii) a calculated dollar amount that a client must deposit with a *Dealer Member* when borrowing from the *Dealer Member* to buy, sell short, or enter into *investment products.*
"Dealer Member inventory margin" (*marge associée au portefeuille du courtier membre*)	(i) A minimum percentage of an *investment product's market value*, or (ii) a calculated dollar amount that a *Dealer Member* must provide when calculating its *risk adjusted capital*.
"equivalent number" or "equivalent quantity" or "equivalent quantities" (*nombre équivalent, quantité équivalente* or *quantités équivalentes*)	(i) A position with the same underlying number of shares, units of the same issuer, (ii) futures contracts based on the same underlying number of shares, units of the same issuer, or (iii) a position with the same currency denomination and *market value*, as the offset or combination position with which it is paired.
"loan value" (*valeur de prêt*)	The complement of the *client account margin* and is the maximum a *Dealer Member* may loan to a client for a particular *investment product* position.

"normal margin" or "normal margin required" (*marge normale* or *marge normale obligatoire*)	Margin otherwise required in Rules 5200 through 5900.
"underlying interest" or "underlying security" or "underlying basket of securities" (*sous-jacent* or *titre sous-jacent* or *panier de titres sous-jacent*)	In the case of: (i) a *convertible security*, the *security* to be received upon invoking the conversion or exchange feature, (ii) an *exercisable security*, the *security* to be received upon invoking the exercise feature, (iii) an *index participation unit*, the basket of *securities* to be received upon invoking the conversion or exchange feature, (iv) an *installment receipt*, the *security* that has been purchased on an installment basis by the holder of the *installment receipt*, (v) residual debt *securities* and strip debt *securities*, the *debt security* used to create the residual debt *securities* and strip debt *securities*, (vi) currency options, the currency referenced by the option, (vii) equity, *index participation unit* and debt options, the *security* referenced by the option, (viii) *index options*, the *index* referenced by the option, (ix) a *total performance swap*, the *security* or basket of *securities* on which the swap is based, and (x) a *structured product*, the *security* or basket of *securities* on which the performance of the *structured product* is based

(3) For positions in and offsets involving *debt securities* and related instruments, the term:

"acceptable commercial, corporate and finance company notes" (*billets admissibles commerciaux, de sociétés et de sociétés de financement*)	Notes issued by a company that meet the requirements in subsection 5220(2).
"call protection period" (*période de protection contre remboursement par anticipation*)	The period of time during which the issuer cannot redeem a *callable debt security*.
"callable debt security" (*titre de créance remboursable par anticipation*)	A *debt security* which can be redeemed by the issuer at a fixed price at any time other than during the *call protection period*.
"Canada debt securities"	Bonds, debentures, treasury bills, notes and certain other non-commercial *debt securities* not in default that are issued or guaranteed by the Government of Canada.

(*titres de créance du Canada*)	
"Canada Municipal debt securities" (*titres de créance d'une municipalité canadienne*)	Bonds, debentures, treasury bills, notes and certain other non-commercial *debt securities* not in default that are issued or guaranteed by a Canadian municipal government.
"Canada Provincial debt securities" (*titres de créance d'une province canadienne*)	Bonds, debentures, treasury bills, notes and certain other non-commercial *debt securities* not in default that are issued or guaranteed by a Canadian provincial government.
"Canada Provincial residuals" (*titre résiduel d'une province canadienne*)	A residual portion from a *debt security* issued or guaranteed by a Canadian province.
"Canada Provincial strips" (*coupon détaché d'une province canadienne*)	A strip coupon from a *debt security* issued or guaranteed by a Canadian province.
"Canada residuals" (*titre résiduel du Canada*)	A residual portion from a *debt security* issued or guaranteed by the Government of Canada.
"Canada strips" (*coupon détaché du Canada)*	A strip coupon from a *debt security* issued or guaranteed by the Government of Canada.
"extendible debt security" (*titre de créance prorogeable*)	A *debt security* which allows a *Dealer Member* holder, during a fixed time period, to: (i) extend the *security*'s maturity date to the extension maturity date, and (ii) change the principal amount of the *security* by a fixed percentage (the *extension factor*) of the original principal amount.
"extension election period" (*période de choix de prorogation*)	The period of time during which a *Dealer Member* holder may elect to: (i) extend the maturity date, and (ii) change the principal amount, of an *extendible debt security*.
"extension factor" (*coefficient de prorogation*)	The fixed percentage used to change the original principal amount of an *extendible debt security*, if any.
"floating rate debt obligation" (*titre de créance à taux variable*)	A *debt security* of either a government issuer that otherwise meets the requirements under subsection 5210(1) or a corporate issuer that otherwise meets the requirements under subsection 5220(1), with terms that provide for interest rate adjustments at least quarterly with reference to an interest rate set for a term of 90 days or less.
"low current credit rating"	A current credit rating of "B" or lower by a *designated rating organization*.

(*note courante basse*)	
"maturity band" (*catégorie d'échéance)*	The range of years within which the *debt security* subject to margin matures.
"retractable debt security" (*titre de créance encaissable par anticipation*)	A *debt security* which allows the *Dealer Member* holder, during a fixed time period, to: (i) retract the *security*'s maturity date to the retraction maturity date, and (ii) change the principal amount of the *security* by a fixed percentage (the *retraction factor*) of the original principal amount.
"retraction election period" (*période de choix d'encaissement par anticipation*)	The period of time during which a holder may elect to: (i) retract the maturity date, and (ii) change the principal amount of a *retractable debt security*.
"retraction factor" (*coefficient d'encaissement par anticipation*)	The fixed percentage used to change the original principal amount of a *retractable debt security*, if any.
"United States debt securities" (*titres de créance des États-Unis*)	Bonds, debentures, treasury bills, notes and certain other non-commercial *debt securities* not in default that are issued or guaranteed by the government of the United States.

(4) For positions in and offsets involving equity and equity index *securities* and rights and warrants, the term:

"basic margin requirement" (*marge obligatoire de base*)	A customized *security* specific margin rate for a *security* that is based on the *security*'s traded price per share.
"Canada and United States listed equity securities eligible for margin" (*titres de capitaux propres cotés du Canada et des États Unis admissibles à la marge*)	*Securities* (other than bonds, debentures, rights and warrants) listed on any *acceptable exchange* or market tier in Canada or the United States with adequate minimum pre-tax profit, net tangible asset and working capital requirements, as determined by *CIRO*.
"Canada and United States unlisted equity securities eligible for margin" (*titres de capitaux propres non cotés du Canada et des États Unis admissibles à la marge*)	Unlisted: (i) *equity securities* of insurance companies licensed to do business in Canada, (ii) *equity securities* of Canadian banks, (iii) *equity securities* of Canadian trust companies, (iv) senior *equity securities* of other Canadian and United States listed companies, (v) *equity securities* which qualify as legal for investment by Canadian life insurance companies, without recourse to the basket clause, and

	(vi) *equity securities* which have received conditional approval to list on an *acceptable exchange* in Canada within the last 90 days.
"control block" (*bloc de contrôle*)	A *person's* or combination of *persons'* holdings of an issuer's *securities* in sufficient number to materially affect control of that issuer. If a *person* or combination of *persons* holds over 20% of the outstanding voting *securities* of an issuer that *person* or combination of *persons* must, absent evidence to the contrary, be considered to materially affect control of that issuer.
"floating rate preferred share" (*action privilégiée à taux variable*)	A special or preferred share with terms that provide for dividend rates that fluctuate at least quarterly in tandem with a prescribed short term interest rate.
"foreign listed equity securities eligible for margin" (*titres de capitaux propres cotés étrangers admissibles à la marge*)	*Securities* (other than bonds, debentures, rights and warrants) listed on an *acceptable exchange* outside of Canada and the United States that are constituent *securities* for the exchange's major widely quoted market *index*, and the *index* is on *CIRO's* list of foreign market indices whose constituent *securities* are eligible for margin.
"future payments" (*paiements ultérieurs*)	The unpaid payments of the purchase price for an *underlying security* of an *installment receipt*.
"government guaranteed equity securities" (*titres de capitaux propres garantis par un gouvernement*)	*Equity securities* where the payment of all dividends, redemption amounts, or other return of capital to holder is unconditionally guaranteed by Government of Canada or by a provincial government.
"installment receipt" (*reçu de versement*)	A *security* issued by or for an issuer or selling *security* holder that: (i) evidences partial payment for an *underlying security* of an installment receipt, and (ii) requires one or more subsequent payments by installment, to entitle the holder of the installment receipt to delivery of the *underlying security* of an installment receipt.

(5) For positions in underwriting *commitments* and positions traded on a when issued basis, the term:

"appropriate documentation" "*documentation pertinente*"	With respect to the portion of the *commitment* where expressions of interest have been received from *exempt purchasers* means, at a minimum: (i) that the lead underwriter has a record of the final affirmed *exempt purchaser* allocation indicating for each expression of interest: (a) the name of the *exempt purchaser*, (b) the name of the employee of the *exempt purchaser* accepting the amount allocated, and

	(c) the name of the representative of the lead underwriter responsible for affirming the amount allocated to the *exempt purchaser*, time stamped to indicate date and time of affirmation and, (ii) that the lead underwriter has notified in writing all the banking group participants when the entire allotment to *exempt purchasers* has been affirmed pursuant to clause (i) above so that all banking group participants may take advantage of the reduction in the margin requirement. Under no circumstances may the lead underwriter reduce its own margin requirement on a *commitment* due to such expressions of interest from *exempt purchasers* without providing notification to the rest of the banking group.
"commitment" (*engagement*)	Pursuant to an underwriting agreement or banking group agreement to purchase a new issue of *securities* or a secondary issue of *securities* means, where all other non-pricing agreement terms have been agreed to, where two of the following three pricing terms have been agreed to: (i) issue price, (ii) number of shares, or (iii) commitment amount (issue price x number of shares).
"disaster out clause" (*clause de force majeure*)	A provision in an underwriting agreement substantially in the following form: "The obligations of the Underwriter (or any of them) to purchase (the Securities) under this agreement may be terminated by the Underwriter (or any of them) at its option by written notice to that effect to the Company at any time prior to the Closing if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Underwriter seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Company and its subsidiaries taken as a whole."
"exempt purchaser" (*acquéreur dispense*)	An accredited investor that qualifies as an *institutional client*.
"market out clause" (*clause de sauvegarde*)	A provision in an underwriting agreement which permits an underwriter to terminate its obligation to purchase in the event of unsalability due to market conditions, substantially in the following form: "If, after the date hereof and prior to the Time of Closing, the state of financial markets in Canada or elsewhere where it is planned to market the Securities is such that, in the reasonable opinion of the Underwriters (or any of them), the Securities cannot be marketed profitably, any Underwriter shall be entitled, at its option, to terminate its obligations under this agreement by notice to that effect given to the Company at or prior to the Time of Closing."
"new issue letter" (*lettre de garantie d'émission*)	An underwriting loan facility in a form satisfactory to *CIRO*.

"normal new issue margin" (*marge normale à l'émission*)	(i) Where, in the case of an *equity security*, the *market value* is $2.00 per share or more and the *equity security* qualifies for inclusion on the list of securities eligible for reduced margin, 60% of *normal margin* for the period from the date of commitment to the *business day* prior to settlement date and 100% of *normal margin* from settlement date on, (ii) where, in the case of an *equity security*, the *market value* of the *security* is $2.00 per share or more and the *security* does not qualify for inclusion on the list of securities eligible for reduced margin, 80% of *normal margin* for the period from the date of commitment to the *business day* prior to settlement date and 100% of *normal margin* from settlement date on, or (iii) in all other instances, 100% of *normal margin*.
"trading on a when issued basis" (*négociation avant l'émission*)	Purchases or sales of a *security* to be issued under: (i) a prospectus offering if a receipt for a (final) prospectus for the *security* has been issued but the offering has not closed and settled, (ii) a proposed plan of arrangement, an amalgamation, or a take-over bid, prior to the date the *security* is issued under the amalgamation, arrangement or take-over bid, or (iii) any other transaction that is subject to the satisfaction of certain conditions, provided that the trading of the *security* on a when issued basis would not contravene *securities laws*.

(6) For positions in and offsets involving *capital shares*, *convertible securities* and *exercisable securities*, the term:

"capital share" (*action donnant droit aux plus-values*)	A share issued by a *split share company* that represents all or most of the capital appreciation part of an underlying common share.
"capital share conversion loss" (*perte à la conversion d'actions donnant droit aux plus-values*)	Any excess of the *market value* of a *capital share* position over its *retraction value.*
"combined conversion loss" (*perte à la conversion combinée*)	Any excess of the combined *market value* of positions in *capital shares* and *split share preferred shares* over their combined *retraction value.*
"conversion loss" (*perte à la conversion*)	Any excess *market value* of a *convertible security* position over the *market value* of the *equivalent number* of *underlying securities.*
"convertible security" (*titre convertible*)	A convertible *security*, exchangeable *security* or any other *security* that entitles the holder to acquire another *security*, the *underlying security*, upon exercising a conversion or exchange feature.
"currently convertible" (*alors convertible*)	A *security* that is: (i) convertible within 20 *business days* into another *security*, the *underlying security*, or (ii) convertible after the expiry of a specific period into another *security*, the *underlying security*, and the *Dealer Member* or client has entered into a term *securities* borrowing agreement, which includes the minimum agreement terms specified in subsection 5840(3), enabling

	a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until conversion.
In CIRO Bulletin 25-0277 we propose repealing and replacing the defined term "currently convertible" with the following, which, once approved, we will incorporate into the CIRO Rules to replace the term "currently convertible":	
"currently convertible" (*alors convertible*)	A *security* that is: (i) convertible within 20 *business days* into another *security*, the *underlying security*, or (ii) convertible after the expiry of a specific period into another *security*, the *underlying security*, and the *Dealer Member* or client has entered into a term *securities* borrowing agreement, which includes the minimum agreement terms specified in subsection 4604(2), enabling a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until conversion.
"currently exercisable" (*alors exerçable*)	A *security* that is exercisable into the *underlying security*: (i) exercisable within 20 *business days* into another *security*, the *underlying security*, or (ii) exercisable after the expiry of a specific period into another *security*, the *underlying security*, and the *Dealer Member* or client has entered into a term *securities* borrowing agreement, which includes the minimum agreement terms specified in subsection 5840(3), enabling a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until exercise.
In CIRO Bulletin 25-0277 we propose repealing and replacing the defined term "currently exercisable" with the following, which, once approved, we will incorporate into the CIRO Rules to replace the term "currently exercisable":	
"currently exercisable" (*alors exerçable*)	A *security* that is exercisable into the *underlying security*: (i) exercisable within 20 *business days* into another *security*, the *underlying security*, or (ii) exercisable after the expiry of a specific period into another *security,* the *underlying security*, and the *Dealer Member* or client has entered into a term *securities* borrowing agreement, which includes the minimum agreement terms specified in subsection 4604(2), enabling a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until exercise.
"exercisable security" (*titre exerçable*)	A warrant, right, *installment receipt*, or any other *security* entitling the holder to acquire the *underlying security* after making an exercise or subscription payment.
"exercise loss" (*perte à l'exercice*)	Any excess of the sum of the *market value* of an *exercisable security* position and its exercise or subscription payment requirement over the *market value* of the *equivalent number* of *underlying securities*.
"Newco securities" (*titres de la nouvelle société*)	*Securities* of a successor issuer or issuers resulting from an amalgamation, acquisition, spin-off or any other *securities* related reorganization transaction.
"Oldco securities" (*titres de l'ancienne société*)	*Securities* of a predecessor issuer or issuers resulting from an amalgamation, acquisition, spin-off or any other *securities* related reorganization transaction.

"retraction value" (*valeur de rachat au gré du porteur*)	A value assigned to *capital shares* or a combination of *capital shares* and *split share preferred shares*, and is calculated as follows: (i) for *capital shares*: (a) where the *capital shares* can be tendered to the *split share company* for retraction directly for the underlying common shares, at the option of the holder, the excess of the *market value* of the underlying common shares received over the retraction cash payment to be made when retraction of the *capital shares* takes place, (b) where the *capital shares* cannot be tendered to the *split share company* for retraction directly for the underlying common shares at the option of the holder, the retraction cash payment to be received when retraction of the *capital shares* takes place, (ii) for *capital shares* and *split share preferred shares* in combination: (a) where the *capital shares* and *split share preferred shares* can be tendered to the *split share company* for retraction directly for the underlying common shares, at the option of the holder, the *market value* of the underlying common shares received, (b) where the *capital shares* and *split share preferred shares* cannot be tendered to the *split share company* for retraction directly for the underlying common shares at the option of the holder, the retraction cash payment to be received when retraction of the capital and *split share preferred shares* takes place.
"split share company" (*société à capital scindé*)	A corporation formed for the sole purpose of acquiring underlying common shares and issuing its own: (i) *capital shares* based on all or most of the capital appreciation portion, and (ii) *split share preferred shares* based on all or most of the dividend income portion, of those underlying common shares.
"split share preferred share" (*action privilégiée de société à capital scindé*)	A share issued by a *split share company* that represents all or most of the dividend part of the underlying common share, and includes equity dividend shares of *split share companies*.

(7) For positions in and offsets involving swaps, the term:

"fixed interest rate" (*taux d'intérêt fixe*)	An interest rate that is not reset at least every 90 days.
"floating interest rate" (*taux d'intérêt variable*)	An interest rate that is not a *fixed interest rate*.
"interest rate swap" (*swap de taux d'intérêt*)	An agreement under which a *Dealer Member* is required to pay a fixed (floating) rate and entitled to receive a floating (fixed) rate amount calculated with reference to a notional amount.

"realization clause" (*clause de réalisation*)	An optional clause within a *total performance swap* agreement which allows the *Dealer Member* to close out the swap agreement at the realization price (either the buy-in or sell-out price) of the *security* position involved in the offset.
"total performance swap" (*swap sur rendement total*)	An agreement under which a *Dealer Member* is required to pay and entitled to receive amounts calculated: (i) based on the performance of a specified *underlying security* or *underlying basket of securities*, and (ii) with reference to a notional amount.

(8) For *structured product* positions, the term:

"structured product" *(produit structuré)*	A financial instrument where the return is linked to the performance of a specified *underlying security* or *underlying basket of securities*. Structured products include: (i) *principal at risk notes*, and (ii) *principal protected notes*.
"principal at risk note" *(billet dont le capital est à risque)*	A financial instrument where the return is linked to the performance of a specified *underlying security* or *underlying basket of securities* and the investor carries a risk of losing part or all of the initial amount invested.
"principal protected note" *(billet à capital protégé)*	A financial instrument where the return is linked to the performance of a specified *underlying security* or *underlying basket of securities* and at maturity the investor receives as a minimum, the initial amount invested.

(9) For positions in and offsets involving foreign exchange exposures, the term:

"foreign exchange position" (*position sur devises*)	A *monetary asset or liability* including a: (i) currency spot position, (ii) futures and forward contract, (iii) swap, and (iv) any other transaction resulting in exposure to foreign exchange rate risk, that is denominated in a foreign currency.
"monetary asset or liability", "monetary asset", "monetary liability" (*actif ou passif monétaire, actif monétaire, passif monétaire*)	A *Dealer Member's* asset or liability: (i) in money and claims to money, (ii) denominated in foreign or domestic currency, and (iii) that is fixed by contract or otherwise.
"net long (short) foreign exchange position" (*position acheteur (vendeur) nette sur devises*)	The net of *monetary assets* and *monetary liabilities* calculated as total *monetary assets* plus total long forward/future contract positions less total *monetary liabilities* less total short forward/future contract positions.

"spot exchange rate" (*taux de change au comptant*)	The rate quoted by a recognized quote vendor for contracts with a *term to maturity* of one day.
"term to maturity" (*durée jusqu'à l'échéance*)	For a *monetary asset or liability* means the amount of time from the present to the time when the claim to the *monetary asset* or the obligation to satisfy the *monetary liability* expires.

(10) For positions in and offsets involving *derivative* products, the term:

"aggregate current value" (*valeur courante globale*)	For *index option*s: *index* level x $1.00 x *unit of trading*
"aggregate exercise value" (*valeur d'exercice globale*)	For options: option *exercise price* x *unit of trading*
"at-the-money" (*au cours*)	(i) For equity, *index participation unit*, debt and currency options, that the market price, and (ii) for *index options*, that the current value of the *underlying interest* is equal to the *exercise price* for a *call option* or a *put option*.
"broad based index" (*indice général*)	An equity index in which: (i) the basket of *equity securities* underlying the index consists of thirty or more *securities*, (ii) the single largest basket *security* position by weighting comprises not more than 20% of the overall *market value* of the basket, (iii) the average market capitalization associated with each *security* in the basket of *equity securities* underlying the index is at least $100 million, (iv) the basket *securities* shall be from a broad range of industries and market sectors as determined by *CIRO* to represent index diversification, and (v) the index constituent *securities* are listed and traded on an *acceptable exchange*.
"call option" (*option d'achat*)	(i) An *exchange-traded option* that: (a) for equity, *index participation unit,* debt and currency options, gives a holder the right to buy and the writer the obligation to sell the *underlying interest* at a stated *exercise price* on or before the option expiration date, and (b) for *index option*s, gives the holder the right to receive and the writer the obligation to pay, if the current value of the *index* rises above the *exercise price*, the difference between the aggregate *exercise price* and the *aggregate current value* of the *underlying interest* on or before the option expiration date, (ii) an *over-the-counter option* that either: (a) gives a holder the right to buy and the writer the obligation to sell the *underlying interest* at a stated *exercise price* on or before the option expiration date, or

	(b) gives the holder the right to receive and the writer the obligation to pay, if the current value of the *underlying interest* rises above the *exercise price*, the difference between the aggregate *exercise price* and the current value of the *underlying interest* on or before the option expiration date.
"cumulative relative weight percentage" (*coefficient de pondération relatif cumulatif*)	An overall relative weight percentage determined by calculating, in accordance with subsection 5360(7), the actual basket weighting for each *security* in a *qualifying basket of index securities* in relation to its latest published relative weighting in the *index*.
"escrow receipt" (*récépissé d'entiercement*)	A document issued by a financial institution approved by a *recognized option clearing corporation* certifying that a *security* is held and will be delivered by that financial institution when a specified option is exercised.
"exchange-traded option" (*option négociable en bourse*)	A call option or put option issued by the Canadian Derivatives Clearing Corporation, the Options Clearing Corporation or any other corporation or organization recognized by the *Board*.
"exercise price" (*prix d'exercice*)	(i) For equity, *index participation unit*, debt and currency options, the specified price per unit at which the *underlying interest* may be bought under a *call option*, or sold under a *put option*, and (ii) for *index options*, the specified price per unit that may be received by the holder and paid by the writer under a *call option* or a *put option*, on exercise of the option.
"floating margin rate" (*taux de marge variable*)	The floating margin rate set by *CIRO* in accordance with subsection 5360(5), subject to the minimum floor margin rate in subsection 5360(2).
"incremental basket margin rate" (*taux de marge supplémentaire pour le panier*)	The incremental basket rate for a *qualifying basket of index securities* calculated in accordance with subsection 5360(8).
"index" (*indice*)	Either a *broad based index* or a *sector index*.
"index futures contract" (*contrat à terme sur indice*)	An exchange-traded futures contract with an *underlying interest* that is an *index*.
"index option" (*option sur indice*)	An *exchange-traded option* with an *underlying interest* that is an *index.*
"index participation unit" (*part indicielle*)	An interest in a trust or other entity that has assets consisting of equities or other *securities* underlying an *index*.
"index participation unit option" (*option sur parts indicielles*)	An option with an *underlying interest* that is an *index participation unit*.

"in-the-money" (*dans le cours*)	(i) For equity, *index participation unit*, debt and currency options, that the market price, and (ii) for *index options*, that the current value of the *underlying interest* is above the *exercise price* for a *call option*, and below the *exercise price* for a *put option*.
"out-of-the-money" (*hors du cours*)	(i) For equity, *index participation unit*, debt and currency options, that the market price, and (ii) for *index options*, that the current value of the *underlying interest* is below the *exercise price* of a *call option*, and above the *exercise price* of a *put option*.
"over-the-counter option" (*option de gré à gré*)	A *call option* or a *put option* other than an *exchange-traded option*.
"premium" (*prime*)	The aggregate price, excluding commissions and other fees, that the option buyer pays and the option writer receives for the rights under the option contract.
"put option" (*option de vente*)	(i) An *exchange-traded option* that: (a) for equity, *index participation unit,* debt and currency options, gives the holder the right to sell and the writer the obligation to buy the *underlying interest* at a stated *exercise price* on or before the option expiration date, and (b) for *index option*s, gives the holder the right to receive and the writer the obligation to pay, if the current value of the *index* falls below the *exercise price*, the difference between the aggregate *exercise price* and the *aggregate current value* of the *underlying interest* on or before the option expiration date, (ii) an *over-the-counter option* that either: (a) gives the holder the right to sell and the writer the obligation to buy the *underlying interest* at a stated *exercise price* on or before the option expiration date, or (b) gives the holder the right to receive and the writer the obligation to pay, if the current value of the *index* falls below the *exercise price*, the difference between the aggregate *exercise price* and the *aggregate current value* of the *underlying interest* on or before the option expiration date.
"qualifying basket of index securities" (*panier admissible de titres de l'indice*)	A basket of *equity securities* with the characteristics in subsection 5360(6).
"recognized option clearing corporation" (*chambre de compensation d'options reconnue*)	The Canadian Derivatives Clearing Corporation, the Options Clearing Corporation or any other corporation or organization recognized by the *Board*.
"regular reset date" (*date de rajustement normale*)	The date after the last reset date if the maximum number of trading days in the *regular reset period* has passed.

"regular reset period" (*période de rajustement normale*)	The normal period between margin rate resets. This period is determined by *CIRO* and is not longer than 60 trading days.
"regulatory margin interval" (*intervalle de marge prescrite*)	*CIRO's* regulatory margin calculation determined in accordance with subsection 5360(4).
"sector index" (*indice sectorial*)	An equity index in which: (i) the basket of *equity securities* underlying the index consists of eight or more *securities*, (ii) the single largest basket *security* position by weighting comprises not more than 35% of the overall *market value* of the basket, (iii) the average market capitalization associated with each *security* in the basket of *equity securities* underlying the index is at least $100 million, and (iv) the index constituent *securities* are listed and traded on an *acceptable exchange*.
"time value" (*valeur temps*)	An excess of the *market value* of an option over the *in-the-money* value of the option.
"tracking error margin rate" (*taux de marge pour erreurs de suivi*)	The last calculated *regulatory margin interval* for the tracking error resulting from a particular offset strategy, subject to the minimum floor margin rate in subsection 5360(2).
"unit of trading" (*unité de négociation*)	The number of units of the *underlying interest* that have been designated by an exchange as the minimum number or value to be the subject for a single option in a series of options. If there is no such designation, for a series of options the following rules apply: Underlying interest — Unit of trading (i) equity — 100 shares (ii) *index participation unit* — 100 units (iii) debt — 250 units (iv) *index* — 100 units
"violation" (*irrégularité*)	Occurs if the maximum one or two day percentage change in the daily closing prices is greater than the margin rate.

5131. - 5199. Reserved.

RULE 5200 | MARGIN REQUIREMENTS FOR DEBT SECURITIES AND MORTGAGES

5201. Introduction

(1) Rule 5200 sets out specific *Dealer Member inventory margin* and *client account margin* requirements for:

(i) government *debt securities* not in default [sections 5210 through 5214],

(ii) commercial and corporate *debt securities* not in default [sections 5220 through 5226], and

(iii) *debt securities* in default [section 5230].

(2) Rule 5200 also describes the circumstances under which the debt margin surcharge applies, and details the calculation thereof [sections 5240 and 5241].

(3) Rule 5200 also sets out specific *Dealer Member inventory margin* and *client account margin* requirements for mortgages [section 5250].

(4) The margin requirements for *debt securities* subject to redemption call or offer are set out in Rule 5400.

(5) The *Dealer Member inventory margin* requirements for *debt security* underwriting commitments are set out in Rule 5500.

5202. - 5209. Reserved.

GOVERNMENT DEBT SECURITIES

5210. Government issued or guaranteed bonds, debentures, treasury bills, notes and certain other non-commercial securities not in default

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for Government issued or guaranteed bonds, debentures, treasury bills, notes and certain other non-commercial *securities* not in default are as follows:

Term to maturity or redemption	Minimum margin required as a percentage of market value		
	Category (i) Governments of Canada, United Kingdom, United States and national governments of countries with a high current credit rating	**Category (ii)** Canadian provincial government, and obligations of the International Bank for Reconstruction and Development	**Category (iii)** Canadian and United Kingdom municipal corporations
Less than 1 year	1.00% x number of $\frac{\text{days to maturity}}{365}$	2.00% x number of $\frac{\text{days to maturity}}{365}$	3.00% x number of $\frac{\text{days to maturity}}{365}$
Greater than or equal to 1 year and less than 3 years	1.00%	3.00%	5.00%

Term to maturity or redemption	Minimum margin required as a percentage of market value		
	Category (i) Governments of Canada, United Kingdom, United States and national governments of countries with a high current credit rating	**Category (ii)** Canadian provincial government, and obligations of the International Bank for Reconstruction and Development	**Category (iii)** Canadian and United Kingdom municipal corporations
Greater than or equal to 3 years and less than 7 years	2.00%	4.00%	
Greater than or equal to 7 years and less than 11 years	4.00%	5.00%	
Greater than or equal to 11 years			

(2) In subsection 5210(1) category (i), a country with a "high current credit rating" is a country that is currently rated AAA by a *designated rating organization*.

(3) In subsection 5210(1) category (ii), British Columbia government guaranteed parity bonds, the margin requirement for a long position must be at least 0.25% of the par value of the bonds.

(4) If a *security* in subsection 5210(1) is redeemable and the *security* is called for redemption, the term to maturity is the term to the redemption date.

5211. Government residual debt and stripped coupons not in default

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for the Government residual debt and stripped coupons not in default are as follows:

Term to maturity or redemption	Minimum margin required as a percentage of market value		
	Category (i) Governments of Canada, United Kingdom, United States and national governments of countries with a high current credit rating	**Category (ii)** Canadian provincial government, and obligations of the International Bank for Reconstruction and Development	**Category (iii)** Canadian and United Kingdom municipal corporations
Less than 1 year	1.50% x number of $\frac{\text{days to maturity}}{365}$	3.00% x number of $\frac{\text{days to maturity}}{365}$	4.50% x number of $\frac{\text{days to maturity}}{365}$
Greater than or equal to 1 year and less than 3 years	1.50%	4.50%	7.50%
Greater than or equal to 3 years and less than 7 years	3.00%	6.00%	

Term to maturity or redemption	Minimum margin required as a percentage of market value		
	Category (i) Governments of Canada, United Kingdom, United States and national governments of countries with a high current credit rating	**Category (ii)** Canadian provincial government, and obligations of the International Bank for Reconstruction and Development	**Category (iii)** Canadian and United Kingdom municipal corporations
Greater than or equal to 7 years and less than 11 years	6.00%	7.50%	
Greater than or equal to 11 years and less than 20 years			
Greater than or equal to 20 years	12.00%	15.00%	15.00%

(2) In subsection 5211(1) category (i), a country with a "high current credit rating" is a country that is currently rated AAA by a *designated rating organization*.

(3) In subsection 5211(1), the maturity date of a coupon or other evidence of interest is the interest payment date.

5212. Government floating rate debt obligations

(1) The minimum margin required for government *floating rate debt obligations* held in *Dealer Member* inventory and client accounts is the sum of:

(i) 50% of the margin otherwise applicable to the par value of the *debt security*, and

(ii) 100% of the margin otherwise applicable to any excess of the *market value* over the par value of the *debt security*.

5213. Government mortgage-backed securities

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for government mortgage-backed *securities* are as follows:

Security type	Minimum margin requirement expressed as a percentage of market value
Security backed by mortgages and guaranteed as to timely payment of principal and interest by an issuer or its agent	Where the guarantor qualifies: (i) under subsection 5210(1) as a government debt issuer, 1.25 times the applicable rate set out in subsection 5210(1), or (ii) under subsection 5214(1) as another non-commercial debt issuer, 1.25 times the applicable rate set out in subsection 5214(1).

5214. Other non-commercial issuers not qualifying under sections 5210 through 5212

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for *securities* of all other non-commercial issuers not qualifying under sections 5210 through 5212 are as follows:

Term to maturity or redemption	Minimum margin required as a percentage of market value	
	Category (i) **All other non-commercial issuers' bonds and debentures not qualifying under sections 5210 through 5212**	**Category (ii)** **All other non-commercial issuers' residual debt and stripped coupons not qualifying under sections 5210 through 5212**
Less than 1 year	10.00%	15.00%
Greater than or equal to 1 year and less than 3 years		
Greater than or equal to 3 years and less than 7 years		
Greater than or equal to 7 years and less than 11 years		
Greater than or equal to 11 years and less than 20 years		
Greater than or equal to 20 years		30.00%

(2) If a *security* in subsection 5214(1) is redeemable and the *security* is called for redemption, the term to maturity is the term to the redemption date.

(3) In subsection 5214(1), the maturity date of a coupon or other evidence of interest is the interest payment date.

5215. - 5219. Reserved.

CORPORATE DEBT SECURITIES

5220. Commercial and corporate bonds, debentures, notes and other securities not in default

(1) The minimum *Dealer Member inventory margin* and *client margin* requirements for commercial and corporate bonds, debentures, notes and other *securities* not in default are as follows:

Term to maturity	Minimum margin required as a percentage of market value	
	Category (i) **Commercial and corporate bonds, debentures and notes and non-negotiable and non-transferable trust and mortgage loan company obligations registered in the Dealer Member's name; and** **acceptable commercial, corporate and finance company notes and readily negotiable and transferable trust and mortgage loan company obligations.**	**Category (ii)** **Canadian and foreign category (i) issues and obligations with a market value of 50% or less of par value and with a low current credit rating**
Within 1 year	3.00% x number of days to maturity 365	50.00%
Over 1 to 3 years	6.00%	
Over 3 to 7 years	7.00%	
Over 7 to 11 years	10.00%	
Over 11 years		

(2) In subsection 5220(1) category (i), *acceptable commercial, corporate and finance company notes* means notes issued by a company that comply with the following requirements:

(i) In the case of a note of a Canadian incorporated issuer:

(a) the issuer must have a net worth of at least $10,000,000,

(b) the note must be guaranteed by another company with a net worth of at least $10,000,000, or

(c) the issuer must have a binding agreement with another company with net worth of at least $25,000,000 to pay the issuer or a noteholders' trustee any note indebtedness outstanding.

(ii) In the case of a note of a foreign incorporated issuer:

(a) the issuer must have a net worth of at least $25,000,000, or

(b) the note must be guaranteed by a foreign incorporated company with a net worth of at least $25,000,000.

5221. Convertible commercial and corporate bonds, debentures, notes and other securities not in default

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for convertible commercial and corporate bonds, debentures, and notes not in default, and non-negotiable and non-transferable trust company and mortgage loan company obligations registered in the *Dealer Member's* name are as follows:

Term to maturity	Minimum margin required expressed as a percentage of market value or as a dollar amount		
	Category (i) **Margin required when market value is above par value**	**Category (ii)** **Margin required when market value is at or below par value**	**Category (iii)** **Margin required when market value is 50% or less of par value and issuer has a low current credit rating**
Basic margin requirement			
Within 1 year	3.00% x number of days to maturity 365 multiplied by par value plus any excess of convertible debt *market value* over convertible debt par value.	3.00% x number of days to maturity 365 multiplied by par value	50.00% of *market value*
Over 1 to 3 years	6.00% of par value plus any excess of convertible debt *market value* over convertible debt par value.	6.00% of *market value*	
Over 3 to 7 years	7.00% of par value plus any excess of convertible debt *market value* over convertible debt par value.	7.00% of *market value*	
Over 7 to 11 years Over 11 years	10.00% of par value plus any excess of convertible debt *market value* over convertible debt par value.	10.00% of *market value*	
Alternative margin requirement			
As an alternative to the margin requirements set out above, the margin requirement may be calculated for categories (i) through (iii) as the sum of the margin required for the *underlying security* plus any excess of the convertible debt *market value* over the *underlying security market value*.			

5222. Bank paper not in default

(1) The minimum *Dealer Member inventory margin* and *client margin* requirements for bank paper not in default are as follows:

Term to maturity	Minimum margin required as a percentage of market value		
	Category (i) Deposit certificates, promissory notes and debentures issued by a Canadian chartered bank	**Category (ii)** Deposit certificates and promissory notes issued by a foreign bank with a net worth (capital + reserves) of not less than $200 million	**Category (iii)** Canadian and foreign category (i) and (ii) issues and obligations with a market value of 50% or less of par value and with a low current credit rating
Within 1 year	2.00% x number of days to maturity / 365		50.00%
Over 1 to 3 years	6.00%		
Over 3 to 7 years	7.00%		
Over 7 to 11 years	10.00%		
Over 11 years			

5223. Commercial residual debt and stripped coupons not in default

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for commercial residual debt and stripped coupons not in default are as follows:

Term to maturity	Minimum margin required expressed as a percentage of market value	
	Category (i) Commercial residual debt and stripped coupons	**Category (ii)** Commercial residual debt and stripped coupons where the underlying security has a market value of 50% or less of par value and has a low current credit rating
Within 1 year	4.50% x number of days to maturity / 365	50.00%
Over 1 to 3 years	9.00%	
Over 3 to 7 years	10.50%	
Over 7 to 11 years	15.00%	
Over 11 to 20 years		
Over 20 years	30.00%	

(2) In subsection 5223(1), the maturity date of a coupon or other evidence of interest is the interest payment date.

5224. Convertible commercial residual debt not in default

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for convertible commercial residual debt not in default are as follows:

Term to maturity	Minimum margin required expressed as a percentage of market value or as a dollar amount	
	Category (i) **Margin required for commercial convertible residual debt**	**Category (ii)** **Margin required for commercial convertible residual debt where the underlying security has a market value of 50% or less of par value and has a low current credit rating**
Basic margin requirement		
Within 1 year	The greater of: (a) margin calculated for *underlying security* under subsection 5221(1), and (b) margin calculated for residual debt instrument under subsection 5223(1).	50.00%
Over 1 to 3 years		
Over 3 to 7 years		
Over 7 to 11 years		
Over 11 to 20 years		
Over 20 years		
Alternative margin requirement		
As an alternative to the margin requirements set out above, the margin requirement may be calculated for categories (i) and (ii) as the sum of the margin required for the *underlying security* plus any excess of the convertible debt *market value* over the *underlying security market value*.		

5225. Commercial and corporate floating rate debt obligations not in default

(1) The minimum margin required for commercial and corporate *floating rate debt obligations* not in default held in *Dealer Member* inventory and client accounts is the sum of:

(i) 50% of the margin otherwise applicable to the par value of the *debt security*, and

(ii) 100% of the margin otherwise applicable to any excess of the *market value* over the par value of the *debt security*.

5226. Commercial and corporate income bonds not in default

(1) The minimum *Dealer Member inventory margin* and *client margin* requirements for income bonds not in default are as follows:

Minimum margin required expressed as a percentage of market value	
Category (i) **Income bonds currently and for the past two years paying interest at the full stated rate**	**Category (ii)** **All other income bonds**
10.00%	50.00%

(2) To qualify under subsection 5226(1), the trust indenture must specify:

(i) an interest rate, and

(ii) that interest must be paid if earned.

5227. Commercial and corporate mortgage-backed securities

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for mortgage-backed *securities* are as follows:

Security type	Minimum margin required expressed as a percentage of market value
Security backed by mortgages and guaranteed as to timely payment of principal and interest by an issuer or its agent	Where the guarantor qualifies: (i) under subsection 5220(1) as commercial and corporate debt issuer, 1.25 times the applicable rate set out in subsection 5220(1), or (ii) under subsection 5222(1) as a bank paper issuer, 1.25 times the applicable rate set out in subsection 5222(1).

5228. - 5229. Reserved.

DEBT SECURITIES IN DEFAULT

5230. Debt securities in default

(1) The minimum margin required for debt in default is 50% of *market value*.

5231. - 5239. Reserved.

DEBT MARGIN SURCHARGE

5240. Circumstances under which debt margin surcharge is imposed

(1) Higher margin requirements for *debt securities*, by way of a margin surcharge, may be established by *CIRO* in response to market conditions.

(2) *CIRO* monitors the price volatility of *debt securities* that *Dealer Members* trade, determines when a margin surcharge is required, and when it is no longer required.

(3) The margin surcharge required under this section 5240 is:

(i) 50% of the margin required in sections 5210 through 5226, and

(ii) required for at least 30 days.

(4) A *Dealer Member* will be notified by *CIRO* of the imposition or revocation of a margin surcharge promptly following *CIRO* determining that the margin surcharge is, or is no longer, required. *CIRO* will provide at least five days notice before the margin surcharge is effective.

5241. Determining debt margin surcharge

(1) *CIRO* determines the debt margin surcharge according to the calculations in section 5241.

(2) *CIRO* monitors Government of Canada - issued *debt securities* maturing in each of the three periods:

(i) over 1 year to 3 years,

(ii) over 3 years to 7 years, and

(iii) over 7 years,

for price volatility in the primary markets in which a *Dealer Member* trades them. Each maturity is considered a separate class of *debt securities*.

(3) *CIRO* measures price volatility as follows:

(i) start with the closing price on a trading day for a *security* in monitored markets (the base day),

(ii) compare the closing price of a *security* on each of the four trading days after the base day to the closing price in clause 5241(3)(i),

(iii) the first day (if any) of the four days in clause 5241(3)(ii) on which the percentage change in price (negative or positive) between the closing price on that day and the closing price in clause (i) is greater than the margin rate required in Rule 5200, is an "offside base day",

(iv) if an offside base day has occurred, it becomes the base day for making further comparisons under clauses 5241(3)(i) and 5241(3)(ii),

(v) if an offside base day does not occur in the four trading days following the base day, then the trading day after the base day becomes the new base day, and the calculations under clauses 5241(3)(ii) through 5241(3)(iv) are made with reference to that new base day,

(vi) for any 90 day period, *CIRO* must determine *p%* as follows:

$$\frac{\text{\# of offside base days} \times 100}{\text{total \# trading days in the period}} = p\%$$

(vii) If *p*% is greater than 5% for any two of the three classes of *debt securities* monitored, a margin surcharge will be required.

(4) After a margin surcharge has been required for at least 30 days under subsection 5240(3), *CIRO* will look at the number of offside base days. If the number of offside base days is not more than 5% of the total number of trading days in the immediately preceding 90 day period, the margin surcharge will no longer be required.

5242. - 5249. Reserved.

MORTGAGES

5250. Mortgages

(1) The minimum *Dealer Member inventory margin* requirements for mortgages are as follows:

Mortgage type	Minimum margin requirement expressed as a percentage of market value
National Housing Act insured mortgage	6%
Conventional first mortgage	12% or the rate set by the *chartered banks*, whichever is greater

(2) Client account positions in mortgages may not be carried on margin.

5251. - 5299. Reserved.

RULE 5300 | MARGIN REQUIREMENTS FOR EQUITY SECURITIES AND INDEX PRODUCTS

5301. Introduction

(1) Rule 5300 sets out specific *Dealer Member inventory margin* and *client account margin* requirements for:

(i) *equity securities* [sections 5310 through 5315],

(ii) *installment receipts* [section 5320],

(iii) convertible and exchangeable equities [section 5330],

(iv) *control blocks* [sections 5340],

(v) rights and warrants [section 5350],

(vi) index products [section 5360], and

(vii) *securities* held in a *Trader's* account [section 5370].

(2) The margin requirements for *equity securities* subject to redemption call or offer are set out in Rule 5400.

(3) The *Dealer Member inventory margin* requirements for *equity security* underwriting *commitments* are set out in Rule 5500.

(4) The margin requirements for when issued trading are set out in Rule 5500.

5302. - 5309. Reserved.

EQUITY SECURITIES

5310. Determining the basic margin requirement

(1) Where a *security* is eligible to be margined using the *basic margin requirement* approach, the minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) are as follows:

Market value per share	Minimum margin required as a percentage of market value or as a dollar amount per share
Long positions:	
Market value of $2.00 or more per share and qualifying for inclusion on the list of securities eligible for reduced margin published by *CIRO*	25% for *Dealer Member* positions; 30% for client account positions
All other positions with a *market value* of $2.00 or more per share	50%
Market value of $1.75 per share to $1.99 per share	60%
Market value of $1.50 per share to $1.74 per share	80%
Market value of below $1.50 per share	100%
Short positions:	
Market value of $2.00 or more per share and qualifying for inclusion on the list of securities eligible for reduced margin published by *CIRO*	25% for *Dealer Member* positions; 30% for client account positions

Market value per share	Minimum margin required as a percentage of market value or as a dollar amount per share
All other positions with a *market value* of $2.00 or more per share	50%
Market value of $1.75 per share to $1.99 per share	60%
Market value of $1.50 per share to $1.74 per share	80%
Market value of $0.25 per share to $1.49 per share	100%
Market value of below $0.25 per share	$0.25 per share

5311. Canada and United States equity securities eligible for margin

(1) The minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) for *Canada and United States listed equity securities eligible for margin* are the basic margin requirements in section 5310.

(2) The minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) for *Canada and United States unlisted equity securities eligible for margin* are the basic margin requirements in section 5310.

5312. Foreign listed equity securities eligible for margin

(1) The minimum *Dealer Member inventory margin* and *client account margin* rate for *foreign listed equity securities eligible for margin* is 50%.

5313. Government guaranteed equity securities

(1) The minimum *Dealer Member inventory margin* and *client account margin* rate for *government guaranteed equity securities* is 25%.

5314. Floating rate preferred shares

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for *floating rate preferred shares* are as follows:

Default status and conversion features	Minimum margin required
Not in default of any dividend payment	
Floating rate preferred shares of issuer	50% of margin rate for related common share of issuer x *market value* of preferred shares
Floating rate preferred shares with a *market value* at or below par value and convertible into other *securities* of issuer	50% of margin rate for related common share of issuer x *market value* of preferred shares
Floating rate preferred shares with a *market value* above par value and convertible into other *securities* of issuer	The lesser of: (i) (a) 50% of margin rate for related common share of issuer x preferred share par value, +

Default status and conversion features	Minimum margin required
Not in default of any dividend payment	
	(b) preferred share *market value* - preferred share par value, and (ii) (a) the margin required under Rule 5200, 5300 or 5400 for the *underlying security*, + (b) the *market value* of the preferred shares - the *market value* of the *underlying security*
In default of one or more dividend payments	
All *floating rate preferred shares* in default whether convertible or not	50% of margin rate for related common share of issuer x *market value* of preferred shares

5315. Other equity securities

(1) The minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) for *equity securities* not eligible for margin under subsections 5311(1), 5312(1), 5313(1) or 5314(1) are as follows:

	Minimum margin required as a percentage of market value or as a dollar amount per share
Market value per share	**Category (i)** **Equity securities not eligible for margin under subsections 5311(1), 5312(1), 5313(1) or 5314(1)**
Long positions:	
All *market value* per share levels	100%
Short positions:	
Market value of $0.50 per share and above	100%
Market value of below $0.50 per share	$0.50 per share

5316. - 5319. Reserved.

INSTALLMENT RECEIPTS

5320. Installment receipts

(1) A *Dealer Member* must calculate *Dealer Member inventory margin* and *client account margin* for *installment receipt* long positions according to the following:

Account where position is held	Minimum margin required
Held in *Dealer Member* inventory account	100% of margin required for *underlying security* plus any excess of the future installment

	payments over the *market value* of the *underlying security*
Held in client account	The lesser of 100% of margin required for *underlying security* and the *market value* of the *installment receipt*

(2) A *Dealer Member* may purchase and hold an *installment receipt* for its own account as beneficial owner.

(3) A *Dealer Member* may hold an *installment receipt* for a client registered in the *Dealer Member's* or its nominee name.

(4) A *Dealer Member* must not purchase or hold an *installment receipt* that requires it or its nominee to make payment under the *installment receipt*.

(5) Subsection 5320(4) does not apply:

(i) to a *Dealer Member's* payments for its own account as beneficial owner of the *installment receipt*, or

(ii) if the agreement creating and issuing the *installment receipts* releases the *Dealer Member* or its nominee from the requirement to make the payments in subsection 5320(4) either by:

(a) transferring the *installment receipt* to another *person* if an installment is not paid in full when due, or

(b) another mechanism approved by *CIRO*.

(iii) The transfer in sub-clause 5320(5)(ii)(a) must be able to occur at any time before:

(a) the close of business (Toronto time) on the second *business day* after default in payment of an installment, and

(b) the issuer's or selling *security* holder's rights arising from non-payment of the installment can be enforced.

(6) If an installment on an *installment receipt* held for a client in subsection 5320(4) has not been paid in full when due, the *Dealer Member* must promptly take steps necessary to be released from any requirements to pay the installment or any *future payments*. The *Dealer Member* must take steps within the time permitted by the agreement creating and issuing the *installment receipts*. If appropriate or necessary, the *Dealer Member* must transfer the *installment receipt* to another *person*.

5321. - 5329. Reserved.

CONVERTIBLE AND EXCHANGEABLE EQUITIES

5330. Convertible and exchangeable equities

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements calculated for convertible and exchangeable *equity securities* may be limited to an overall maximum margin requirement calculated as follows:

Minimum margin required
Category (i) **Equity security currently convertible into or exchangeable for another security**

The sum of : (a) the margin required under Rule 5300 for the *underlying security*, plus (b) any excess of the *market value* of the convertible or exchangeable *equity security* over the *market value* of the *underlying security*.

5331. - 5339. Reserved.

CONTROL BLOCKS

5340. Control blocks

(1) The minimum *Dealer Member inventory margin* and *client account margin* rates for *control blocks* are 100% unless the position is part of an underwriting *commitment* that is subject to the requirements of Rule 5500.

5341. - 5349. Reserved.

RIGHTS AND WARRANTS

5350. Canada and United States rights and warrants eligible for margin

(1) The minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) for unlisted warrants issued by a *chartered bank* and Canada and United States rights and warrants listed on an *acceptable exchange* are as follows:

Minimum margin required	
Category (i) **Unlisted warrants issued by a Canadian chartered bank entitling the holder to buy securities issued by the Government of Canada or a Canadian province**	**Category (ii)** **Canada and United States rights and warrants listed on an acceptable exchange**
The lesser of: (a) 100% of the *market value* of the warrant, and (b) the margin required for warrant's *underlying security*.	

5351. - 5359. Reserved.

INDEX PRODUCTS

5360. Index participation units and qualifying baskets of index securities

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for *index participation units* and *qualifying baskets of index securities* are as follows:

Minimum margin required	
Category (i) **Index participation units**	**Category (ii)** **Qualifying basket of index securities**
(a) The greater of: (I) the *floating margin rate* percentage (calculated for *index participation unit*	(a) The sum of: (I) the greater of:

Minimum margin required	
Category (i) **Index participation units**	**Category (ii)** **Qualifying basket of index securities**
based on its *regulatory margin interval*), and (II) the minimum floor margin rate required under subsection 5360(2), multiplied by (b) The *market value* of *index participation units*.	(A) the *floating margin rate* percentage (calculated for a perfect basket of *index securities* based on its *regulatory margin interval*), and (B) the minimum floor margin rate required under subsection 5360(2), and (II) The calculated *incremental basket margin rate* for the *qualifying basket of index securities*, multiplied by (b) The *market value* of *qualifying basket of index securities*.

(2) The minimum floor *Dealer Member inventory margin* and *client account margin* rates for the purposes of subsection 5360(1) and offset strategies recognized in Rule 5700 are as follows:

Qualifying index, individual and offset strategies	**Category (i)** **Broad based index as defined in subsection 5130(10)**	**Category (ii)** **Sector index as defined in subsection 5130(10)**
Floor rate percentage to be used in determining margin rate for unhedged positions in *index participation units* and *qualifying basket of index securities*	10.00%	15.00%
Floor rate percentage to be used in determining *tracking error margin rate* for qualifying offset strategies involving index products	2.00%	3.00%

(3) *CIRO* calculates a *regulatory margin interval* for *index* products on qualifying indices. A qualifying *index* for the purposes of subsections 5360(1) and 5360(2) must be a widely quoted market *index,* as determined by *CIRO*, that:

(i) meets the minimum requirements for an *index* in subsection 5130(10), and

(ii) is included on the list of floating and tracking error margin rates for qualifying Canadian and U.S. index products.

(4) *CIRO* calculates a *regulatory margin interval* according to the following formula:

(i)

Maximum standard deviation of percentage changes in daily closing prices over the most recent 20, 90, 260 trading days	x	3 (for a 99% confidence interval)	x	Square root of 2 (for 2 days price risk coverage)

rounded up to the next ¼%.

(ii) In limited circumstances, to ensure appropriate margin requirements, *CIRO* may use discretion in calculating a *regulatory margin interval*. *Dealer Members* will be notified by *CIRO* if any adjustments to the *regulatory margin interval* calculation are made.

(5) To calculate the *floating margin rate* for an *index participation unit* or a perfect basket of *index securities*:

(i) *CIRO* uses the last calculated *regulatory margin interval*, which is effective for the *regular reset period* unless a *violation* occurs,

(ii) in normal circumstances, the *floating margin rate* is reset on the *regular reset date* to the *regulatory margin interval* calculated as at the *regular reset date*,

(iii) if a *violation* occurs, *CIRO* may reset the *floating margin rate* on the date the *violation* occurs to the *regulatory margin interval* determined as at the date of the *violation*, and

(iv) the *regulatory margin interval* determined in clause 5360(5)(iii) will be effective for a minimum of 20 trading days and reset at the close of the 20th trading day to the *regulatory margin interval* determined as at that date if a reset results in a lower margin rate.

(6) A basket of *equity securities* is a *qualifying basket of index securities* if:

(i) all of the *securities* in the basket are included in the composition of the same *index*,

(ii) the basket comprises a portfolio with a *market value* equal to the *market value* of the *underlying securities* in the *index*,

(iii) the *market value* of each *equity security* comprising the portfolio proportionally equals or exceeds the *market value* of its relative weight in the *index*, based on the latest published relative weights of *securities* comprising the *index*, and

(iv) the required *cumulative relative weight percentage* of all *equity securities* comprising the portfolio:

(a) equals 100% of the cumulative weighting of the corresponding *index*, if the basket of *equity securities* underlying the *index* is comprised of less than 20 *securities*,

(b) equals or exceeds 90% of the cumulative weighting of the corresponding *index*, if the basket of *equity securities* underlying the *index* is comprised of 20 or more *securities* but less than 100 *securities*, and

(c) equals or exceeds 80% of the cumulative weighting of the corresponding *index*, if the basket of *equity securities* underlying the *index* is comprised of 100 or more *securities*,

based on the latest published relative weightings of the *equity securities* comprising the *index*.

(v) If the cumulative relative weighting of all *equity securities* in the basket equals or exceeds the required *cumulative relative weight percentage* and is less than 100% of the cumulative weighting of the corresponding *index*, the deficiency in the basket must be filled by other *equity securities* included in the composition of the *index*.

(7) The *cumulative relative weight percentage* is determined:

(i) by calculating for each *security* in a *qualifying basket of index securities*:

(a) its actual basket weighting, and

(b) its latest published relative weighting in the *index*,

and then,

(ii) by summing the lesser of the two weighting percentages calculated for each *security* in sub-clauses 5360(7)(i)(a) and 5360(7)(i)(b) for all of the *securities* in the *qualifying basket of index securities*.

(8) The *incremental basket margin rate* for a *qualifying basket of index securities* is calculated as the sum:

Market value of each underweighted *security* in basket	x	Margin rate for that *security*	x	The % by which the *security* is underweighted (calculated according to the formula: published relative weighting of the *security* - actual basket weighting of the *security*)

for each underweighted *security* in the basket.

5361. - 5369. Reserved.

5370. Securities held in a Trader's account

(1) The minimum *Dealer Member inventory margin* for a *security* position held in a *Trader's* account is 25% of the *market value* of such *security* provided:

(i) the *Trader* has responsibility or has "on post" trading privileges for the *security*,

(ii) the *security* is eligible for margin pursuant to section 5311,

(iii) the *security* does not qualify for a 25% margin rate pursuant to section 5311, and

(iv) the *security* has traded at a value of at or above $2.00 per share for the previous calendar quarter.

(2) The reduced margin available under subsection 5370(1) may be applied to a maximum total *security market value* in all *Trader's* accounts of:

(i) $100,000, if 90,000 shares of more of the *security* were traded in the previous calendar quarter, and

(ii) $50,000, if less than 90,000 shares of the *security* were traded in the previous calendar quarter.

The minimum *Dealer Member inventory margin* on *security* position amounts over $100,000 and $50,000, respectively, shall be the minimum margin otherwise required pursuant to section 5311.

(3) The reduced margin available for all *security* positions under subsection 5370(1) shall not exceed 50% of the *Dealer Member's* net allowable assets.

5371. - 5399. Reserved.

RULE 5400 | MARGIN REQUIREMENTS FOR OTHER INVESTMENT PRODUCTS

5401. Introduction

(1) Rule 5400 sets out specific *Dealer Member inventory margin* and *client account margin* requirements for *investment products* not covered in Rules 5200 or 5300. The order of subjects in Rule 5400 is:

(i) *securities* subject to redemption call or offer [section 5410],

(ii) units [section 5420],

(iii) precious metal certificates and bullion [section 5430],

(iv) swap contracts [sections 5440 through 5442],

(v) mutual fund positions [section 5450],

(vi) *structured products* [section 5455 through 5456], and

(vii) *foreign exchange positions* [sections 5460 through 5469].

5402. - 5409. Reserved.

SECURITIES SUBJECT TO REDEMPTION CALL OR OFFER

5410. Securities subject to redemption call or offer

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for *securities* subject to redemption call or offer are as follows:

Conditions	Minimum margin required	
	Category (i) **Securities called for cash redemption according to their terms and conditions**	**Category (ii)** **Securities subject to a binding cash offer, for which all conditions have been met**
Cash offer for all the issued and outstanding class of *securities*	No margin required provided the *market value* of the position is no greater than the amount of the cash offer	
Cash offer for a fraction of the issued and outstanding class of *securities*	For fraction subject to cash offer, no margin required provided the *market value* of the fractional position is no greater than the amount of the cash offer. For remainder of the position, *normal margin* (as determined elsewhere in Rules 5200 through 5900) would apply.	

5411. - 5419. Reserved.

UNITS

5420. Units

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirement for units is the sum of the margin required for each of the unit components.

5421. - 5429. Reserved.

PRECIOUS METAL CERTIFICATES AND BULLION

5430. Precious metal certificates and bullion

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for precious metal certificates and bullion are as follows:

Precious metal investment type	Minimum margin required expressed as a percentage of market value
Negotiable certificates issued by *chartered banks* and trust companies authorized to do business in Canada, evidencing an interest in one of gold, platinum or silver	20%
Gold or silver bullion purchased by a *Dealer Member* for inventory or on behalf of a client, from the Royal Canadian Mint or a *chartered bank* that is a market making member or a full member of the London Bullion Market Association	20%

(2) The *Dealer Member* must have a written representation from bullion vendor stating that the bullion are London Bullion Market Association good delivery bars for the bullion to be margin eligible under subsection 5430(1).

5431. - 5439. Reserved.

INTEREST RATE AND TOTAL PERFORMANCE SWAPS

5440. Interest rate swaps

(1) For *interest rate swaps* where payments are calculated with reference to a notional amount, the *Dealer Member* obligation to pay and entitlement to receive shall each be margined as separate components as follows:

(i) where a component is a payment calculated according to a *fixed interest rate*, the margin required is the margin rate percentage specified in subsection 5210(1) category (i) for a *security* with the same term to maturity as the outstanding term of the swap, multiplied by 125% and in turn multiplied by the notional amount of the swap, and

(ii) where a component is a payment calculated according to a *floating interest rate*, the margin required is the margin rate percentage specified in subsection 5210(1) category (i) for a *security* with the same term to maturity as the remaining term to the swap reset date, multiplied by the notional amount of the swap.

5441. Total performance swaps

(1) For *total performance swaps*, where payments are calculated with reference to a notional amount, the *Dealer Member* obligation to pay and entitlement to receive shall each be margined as separate components as follows:

(i) where a component is a payment calculated based on the performance of a stipulated *underlying security* or *underlying basket of securities*, with reference to a notional amount, the margin requirement is the *normal margin required* for the

underlying security or *underlying basket of securities* relating to this component, based on the *market value* of the *underlying security* or *underlying basket of securities*, and

(ii) where a component is a payment calculated according to a *floating interest rate*, the margin required is the margin rate percentage specified in subsection 5210(1) category (i) for a *security* with the same term to maturity as the remaining term to the swap reset date, multiplied by the notional amount of the swap.

5442. Swap counterparty margin requirements

(1) The counterparty to the swap agreement is considered the *Dealer Member's* client and the minimum margin the *Dealer Member* shall obtain from the swap client is as follows:

(i) where the swap client is an *acceptable institution*, no margin, or

(ii) where the swap client is an *acceptable counterparty* or *regulated entity*, any *market value* deficiency calculated relating to the swap agreement, or

(iii) where the swap client is a counterparty to which neither clause 5442(1)(i) nor 5442(1)(ii) applies, any *loan value* deficiency calculated relating to the swap agreement determined by using the same approach as set out in sections 5440 and 5441 for *Dealer Member* swap positions.

(2) No margin is required in sub-clause 5442(1)(ii) provided:

(i) the *Dealer Member* takes action to correct the *market value* deficiency, and

(ii) the *market value* deficiency exists for less than one *business day*.

5443. - 5449. Reserved.

MUTUAL FUNDS

5450. Margin requirements for mutual fund positions

(1) The minimum *Dealer Member inventory margin* and *client account margin* rates (or dollar amounts per share) for *securities* of mutual funds qualified by prospectus for sale in any province of Canada are:

(i) for money market mutual funds (as defined in National Instrument 81-102), 5% of the *market value* of the fund, and

(ii) for all other mutual funds, the margin rate determined in subsection 5310(1) (using the per unit *market value* of the mutual fund) multiplied by the *market value* of the fund.

5451. - 5454. Reserved.

STRUCTURED PRODUCTS

5455. Margin requirements for structured products

(1) A *structured product* is eligible to be margined provided:

(i) the issuer of the *structured product* is a Canadian financial institution as defined in *securities laws*, which qualifies as an *acceptable institution*,

(ii) at the time of issuance, the *structured product's underlying security* or *underlying basket of securities* are eligible for a margin rate of 50% or less under Rule 5200, 5300 or 5400, and

(iii) the issuer of the *structured product* or its *affiliate* is actively providing a secondary market.

(2) Where a *structured product* is eligible to be margined pursuant to 5455(1), the minimum *Dealer Member inventory margin* and *client account margin* requirements are as follows:

Type of structured product	Minimum margin required
principal protected note	30% of the *market value* of the *principal protected note* position
principal at risk note	50% of the *market value* of the *principal at risk note* position

5456. Alternative calculation approach for structured products

(1) For *structured products* with protection of all or a portion of the investment principal, where the performance component can be separated from the debt instrument component, the minimum *Dealer Member inventory margin* and *client account margin* requirements may be calculated as the sum of the separate components as follows:

(i) for the performance component linked to an *underlying interest*, 100% of the *market value* of the performance component; and

(ii) for the debt instrument component, the margin rate percentage specified in subsection 5223(1), multiplied by the *market value* of the debt instrument component,

provided the conditions in section 5455(1) are met.

5457. - 5459. Reserved.

FOREIGN EXCHANGE POSITIONS

5460. General margin requirements for foreign exchange positions

(1) The minimum *Dealer Member inventory margin* and *client account margin* requirements for a particular *foreign exchange position* are the aggregate of the spot risk margin requirement and term risk margin requirement, calculated using one of the following groups of spot risk margin rates and term risk margin rates for the relevant foreign currency:

	Spot risk and term risk margin required as a percentage of market value of the foreign exchange position			
	Currency Group			
	1	2	3	4
Spot risk margin rate	greater of: (i) 1.00% and (ii) spot risk surcharge rate	greater of: (i) 3.00% and (ii) spot risk surcharge rate	greater of: (i) 10.00% and (ii) spot risk surcharge rate	25.00%

	Spot risk and term risk margin required as a percentage of market value of the foreign exchange position			
	Currency Group			
	1	2	3	4
Term risk margin rate	lesser of: (i) 1.00% x *foreign exchange position term to maturity*, and (ii) 4.00%	lesser of: (i) 3.00% x *foreign exchange position term to maturity*, and (ii) 7.00%	lesser of: (i) 5.00% x *foreign exchange position term to maturity*, and (ii) 10.00%	lesser of: (i) 12.50% x *foreign exchange position term to maturity*, and (ii) 25.00%

(2) The foreign exchange currency group that a particular country currency qualifies for is determined based on the currency group criteria set out in subsection 5461(1).

(3) The spot risk margin surcharge rate that may be in effect from time to time for a particular country currency is determined using the approach set out in subsection 5462(2).

(4) *Dealer Members* are permitted at their option to margin certain inventory positions in accordance with section 5467 instead of the other applicable provisions within sections 5461 through 5466.

(5) References to conversion to Canadian dollars at the *spot exchange rate* are to the rate quoted by a recognized quote vendor for contracts with a *term to maturity* of one day.

(6) *Monetary assets and liabilities* are assets and liabilities, respectively, of a *Dealer Member* in respect of money and claims to money whether denominated in foreign or domestic currency, which are fixed by contract or otherwise.

(7) Inventory long or short currency futures contracts listed on a futures exchange which are included in the unhedged foreign exchange calculations hereunder are not required to be margined pursuant to section 5790.

(8) *Dealer Members* are permitted at their option to exclude non-allowable *monetary assets* from *monetary assets* for the purpose of calculating the margin requirement within sections 5461 through 5467.

(9) The *foreign exchange position term to maturity* is the term to maturity of a particular *foreign exchange position* expressed in years.

5461. Foreign exchange currency group criteria and monitoring

(1) **Criteria -** The qualitative and quantitative criteria for initial qualification within each currency group are as follows:

(i) A Group 1 currency must:

(a) have a spot price volatility level of less than or equal to 1.00%, and

(b) be a primary intervention currency of the Canadian dollar.

(ii) A Group 2 currency must:

(a) have a spot price volatility level of less than or equal to 3.00%,

(b) have a daily quoted spot rate by a Schedule I *chartered bank*, and

(c) have either:

(I) a daily quoted spot rate by either:

(A) a member of the Economic and Monetary Union, or

(B) a participant in the Exchange Rate Mechanism II,

or

(II) a listed currency futures contract on a futures exchange.

(iii) A Group 3 currency must:

(a) have a spot price volatility level of less than or equal to 10.00%,

(b) have a daily quoted spot rate by a Schedule I *chartered bank*, and

(c) be of a member country of the International Monetary Fund with Article VIII status, and no capital payment restrictions as they relate to *security* transactions.

(iv) A Group 4 currency has no initial or ongoing qualification criteria.

(2) **Monitoring currency adherence to group qualitative criteria -**

On at least an annual basis, *CIRO* shall assess the adherence of each currency in a group to the qualitative criteria of the particular currency group to determine whether the currency continues to satisfy the qualitative criteria of the currency group.

(3) **Currency group upgrades and downgrades –** Where *CIRO* determines that a particular currency:

(i) should be upgraded, because it now satisfies the criteria set out in subsection 5461(1) for a currency group other than its current currency group, or

(ii) should be downgraded, because it no longer satisfies its current currency group criteria as set out in subsection 5461(1),

CIRO shall recommend for approval its proposed upgrade or downgrade to *CIRO's* Financial and Operations Advisory Section. Upon *CIRO's* Financial and Operations Advisory Section approval, *CIRO* shall notify *Dealer Members* of the upgrade or downgrade.

5462. Spot risk margin rate

(1) **Minimum rates** - The minimum spot risk margin rates for each Currency Group are as follows:

	Minimum spot risk margin required as a percentage of market value of the foreign exchange position			
	Currency Group			
	1	2	3	4
Minimum spot risk margin rate	1.00%	3.00%	10.00%	25.00%

(2) **Spot price volatility levels** - To monitor the volatility of each Group 1, 2 or 3 currency, the Canadian dollar equivalent closing price on each of the four trading days succeeding the "base day" is compared to the base day closing price. The first of four succeeding trading days on which the percentage change in price (negative or positive) between the closing

price on the succeeding day and the closing price on the base day is greater than the spot risk margin rate prescribed for the particular currency in subsection 5460(1) is designated an "offside base day". If an offside base day has been designated, the offside base day is designated the base day for the purpose of making further base day closing price comparisons.

If the number of offside base days during any 60 trading day period is greater than three, the currency is deemed to have exceeded the volatility threshold of the currency group.

If the volatility of a Group 1, 2 or 3 currency exceeds the volatility threshold, the individual currency spot risk margin rate is increased by increments of 10% until the application of the increased margin rate would result in no more than two offside days during the preceding 60 trading days. The increased margin rate shall apply for a minimum of 30 trading days and is automatically decreased to the margin rate otherwise applicable when after such 30 trading day period the volatility of the currency is less than the volatility threshold.

CIRO is responsible for determining the required increase or decrease in foreign exchange spot risk margin rates under this subsection 5462(2).

5463. Spot risk margin requirement

(1) The spot risk margin requirement applies to all *monetary assets and liabilities*, regardless of *term to maturity*, and must be calculated as:

net long (short) foreign exchange position x spot risk margin rate

(2) The spot risk margin requirement must be converted to Canadian dollars at the current *spot exchange rate*.

5464. Term risk margin requirement

(1) The term risk margin requirement applies to all *monetary assets or liabilities* with a *term to maturity* of over two *business days* and must be calculated for each individual asset and liability as:

foreign exchange position x term risk margin rate for the position

(2) The term risk margin requirement must be converted to Canadian dollars at the current *spot exchange rate*.

5465. Maximum security margin requirement

(1) The sum of:

(i) the spot risk margin requirement,

(ii) the term risk margin requirement, and

(iii) the *security* margin requirement as determined elsewhere in these *Rules*,

must not exceed 100% of the *market value* of the *security*.

5466. Foreign exchange position offsets for Dealer Members

(1) A *Dealer Member* must calculate *Dealer Member inventory margin* and *client margin* for *foreign exchange positions* according to the currency groups and rates in subsection 5460(1).

(2) If a *Dealer Member* has a *monetary asset* and *a monetary liability* in the same currency, the term risk margin requirement may be netted according to the following table:

Dealer Member position	**Term risk margin requirement**
(i) *Monetary asset* and *monetary liability*, both with a *term to maturity* of 2 years or less	Term risk margin requirement for both positions may be netted
(ii) *Monetary asset* and *monetary liability*, both with a *term to maturity* of over 2 years	Term risk margin requirement for both positions is the greater of term risk margin requirement for the *monetary asset* and the *monetary liability*.
(iii) *Monetary asset* (*monetary liability*) with a *term to maturity* of 2 years or less and *monetary liability* (*monetary asset*) with a *term to maturity* of over 2 years where difference in the terms to maturity is 180 days or less.	Term risk margin requirement for both positions may be netted

(3) If a *Dealer Member* has a *monetary asset* and a *monetary liability* in the same currency group and one of the positions has a *term to maturity* of 2 years or less and the other has a *term to maturity* of more than 2 years, the term risk margin requirement for the two positions need not be greater than the following:

Currency Group			
1	2	3	4
Market value of positions offset x 5.00%	*Market value* of positions offset x 10.00%	*Market value* of positions offset x 20.00%	*Market value* of positions offset x 50.00%

5467. Alternative calculation approach for Dealer Member foreign exchange positions

(1) As an alternative to the foreign exchange margin requirement determined under sections 5463 through 5466 for futures and forward contract inventory positions denominated in a currency which has a currency futures contract which trades on a futures exchange, the foreign exchange margin requirement may be calculated as follows.

(i) **Futures contracts -** *Foreign exchange positions* consisting of futures contracts may be margined at the margin rates prescribed by the futures exchange on which the futures contracts are listed.

(ii) **Forward contracts offsets** - Forward contract positions which are not denominated in Canadian dollars may be margined as follows:

(a) the margin requirement is the greater of the requirement determined under sections 5463 through 5466 on each of the two positions,

(b) two forward contracts held by a *Dealer Member* which have one currency common to both contracts, are for the same value date, and the amount of the common currency positions are equal and offsetting, may be treated as a single contract for the purposes of clause 5467(1)(ii).

(iii) **Futures and forward contract offsets** - Futures and forward contract positions which are not denominated in Canadian dollars may be margined as follows:

(a) (I) the margin requirement is the greater of the requirement determined under sections 5463 through 5466 on each of the two positions,

(II) margin rates applicable to unhedged positions under paragraph 5467(1)(iii)(a)(I) are the rates established by sections 5461 through 5466 and not the rates prescribed by the futures exchange on which the futures contracts are listed,

(b) two forward contracts held by a *Dealer Member* which have one currency common to both contracts, are for the same value date, and the amount of the common currency positions are equal and offsetting, may be treated as a single contract for the purposes of clause 5467(1)(iii).

5468. Client account margin requirements

(1) The minimum *client account margin* requirements for *foreign exchange positions* are the aggregate of the spot risk margin requirement and term risk margin requirement calculated for each position provided that:

(i) Where the positions are held in an account of:

(a) an *acceptable institution*, no margin is required, or

(b) an *acceptable counterparty* or a *regulated entity*, margin is calculated on a mark-to-market basis.

(ii) The margin required in respect of *foreign exchange positions* (excluding cash balances) held in the accounts of clients to which clause 5468(1)(i) does not apply, which are denominated in a currency other than the currency of the account, is the aggregate of the *security* margin requirement and the foreign exchange margin requirement, provided that where the margin rate applicable to the *security* is greater than the spot risk margin rate, the foreign exchange margin requirement is nil. The sum of the *security* margin requirement and the foreign exchange margin requirement shall not exceed 100%.

(iii) Listed futures contracts are margined in the same manner as prescribed in section 5790.

5469. Foreign exchange concentration charge

(1) In respect of any Group 2, Group 3 or Group 4 currency, a concentration charge as calculated in subsection 5469(2) may apply.

(2) The concentration charge that applies for any Group 2, Group 3 or Group 4 currency, is any excess of the aggregate of the foreign exchange margin provided under sections 5461 through 5468 on a *Dealer Member's monetary assets* and *monetary liabilities* and the foreign exchange margin on client accounts over 25% of the *Dealer Member*'s net allowable

assets net of minimum capital (as determined for the purposes of Form 1) as determined on a currency by currency basis.

5470. – 5499. Reserved.

RULE 5500 | MARGIN REQUIREMENTS FOR UNDERWRITING COMMITMENTS AND WHEN ISSUED TRADING

5501. Introduction

(1) Rule 5500 covers *Dealer Member inventory margin* requirements for underwriting *commitments* and offsets involving underwriting *commitments* and *Dealer Member inventory margin* and *client account margin* requirements for when issued trading positions. The order of subjects in Rule 5500 is:

(i) underwriting *commitment* amount [section 5510],

(ii) margin requirements for underwriting *commitments*:

(a) where a *new issue letter* has not been obtained [section 5520],

(b) where a *new issue letter* has been obtained [section 5521],

(c) where expressions of interest from *exempt purchasers* have been received [section 5522],

(d) alternative approach to margining private placements of restricted *equity securities* [section 5523],

(e) standby commitment to purchase *securities* under a rights offering [section 5524],

(iii) underwriting related agreements [section 5530],

(iv) individual and overall underwriting concentration charges [sections 5540 and 5541],

(v) specific offset strategies involving *commitments* to purchase [sections 5550 through 5552], and

(vi) margin requirements for when issued trading positions [sections 5560 through 5562].

5502. - 5509. Reserved.

UNDERWRITING COMMITMENT AMOUNT

5510. Underwriting commitment amount

(1) In determining the amount of a *Dealer Member's* underwriting *commitment* for the purposes of sections 5520 through 5524, sections 5530 and 5531 and sections 5540 and 5541, receivables from *Dealer Members* of the banking or selling groups in respect of firm obligations to take down a portion of a new issue of *securities* (that is not after market trading) may be deducted from the liability of the *Dealer Member* to the issuer.

5511. - 5519. Reserved.

MARGIN REQUIREMENTS FOR UNDERWRITING COMMITMENTS

5520. Margin requirements for underwriting commitments where a new issue letter has not been obtained

(1) The minimum *Dealer Member inventory margin* requirement for a *commitment* in respect of a new issue of *securities* or a secondary issue of *securities* where a *new issue letter* has not been obtained is calculated in accordance with subsections 5520(2) through 5520(5).

(2) **No out clauses in effect** - Where the *commitment* is not subject to a *market out clause* or a *disaster out clause* (by the exclusion of these clauses from the related underwriting agreement), the margin required is:

(i) from the *commitment* date to 20 *business days* after settlement date, *normal new issue margin*,

(ii) thereafter, *normal margin*.

(3) **Disaster out clause in effect** - Where the *commitment* is subject to a *disaster out clause* (by the inclusion of this clause in the related underwriting agreement), the margin required is:

(i) from the *commitment* date to the settlement date of the offering or the expiry date of the *disaster out clause*, whichever is earlier, 50% of *normal new issue margin*, and

(ii) thereafter, the same as in subsection 5520(2).

(4) **Market out clause in effect** - Where the *commitment* is subject to a *market out clause* (by the inclusion of this clause in the related underwriting agreement), the margin required is:

(i) from the *commitment* date to the settlement date of the offering or the expiry date of the *market out clause*, whichever is earlier, 10% of *normal new issue margin* is required, and

(ii) thereafter, the same as in subsection 5520(2).

(5) **Disaster out clause and market out clause in effect** - Where the *commitment* is subject to a *disaster out clause* and a *market out clause* (by the inclusion of these clauses in the related underwriting agreement), the margin required is:

(i) from the *commitment* date to the settlement date of the offering or the expiry date of the *market out clause*, whichever is earlier, 10% of *normal new issue margin* is required, and

(ii) thereafter:

(a) where the *disaster out clause* is still in effect, the same as in subsection 5520(3), or

(b) where the *disaster out clause* is also no longer effect, the same as in subsection 5520(2).

5521. Margin requirements for underwriting commitments where a new issue letter has been obtained

(1) The minimum *Dealer Member inventory margin* requirement for a *commitment* in respect of a new issue of *securities* or a secondary issue of *securities* where a *new issue letter* has been obtained is calculated in accordance with subsections 5521(2) through 5521(6).

(2) **No out clauses in effect** - Where the *commitment* is not subject to a *market out clause* or a *disaster out clause* (by the exclusion of these clauses from the related underwriting agreement), the margin required is:

(i) from the effective date of the *new issue letter* to the *business day* prior to the settlement date of the offering:

(a) where the *new issue letter* has not expired, 10% of *normal new issue margin*, and

(b) where the *new issue letter* has expired, *normal new issue margin*,

(ii) from settlement date of the offering:

(a) where the *new issue letter* has been drawn:

(I) from settlement date to five *business days* after settlement date or when the *new issue letter* expires, whichever is earlier, 10% of *normal new issue margin*,

(II) for the next succeeding five *business days* or when the *new issue letter* expires, whichever is earlier, 25% of *normal new issue margin*,

(III) for the next succeeding five *business days* or when the *new issue letter* expires, whichever is earlier, 50% of *normal new issue margin*,

(IV) for the next succeeding five *business days* or when the *new issue letter* expires, whichever is earlier, 75% of *normal new issue margin*, and

(V) thereafter, *normal margin*, and

(b) where the *new issue letter* has not been drawn:

(I) from settlement date to 20 *business days* after settlement date or when the *new issue letter* expires, whichever is earlier, 100% of *normal new issue margin*, and

(II) thereafter, *normal margin*.

(3) **Disaster out clause in effect** - Where the *commitment* is subject to a *disaster out clause* (by the inclusion of this clause in the related underwriting agreement), the margin required is:

(i) from the effective date of the *new issue letter* to the *business day* prior to the settlement date of the offering:

(a) where the *new issue letter* has not expired, 10% of *normal new issue margin*,

(b) where the *disaster out clause* has not expired, 50% of *normal new issue margin*, and

(c) where the *new issue letter* and the *disaster out clause* have expired, *normal new issue margin*,

(ii) from settlement date of the offering, the same as in clause 5521(2)(ii).

(4) **Market out clause in effect** - Where the *commitment* is subject to a *market out clause* (by the inclusion of this clause in the related underwriting agreement), the margin required is:

(i) from the effective date of the *new issue letter* to the *business day* prior to the settlement date of the offering:

(a) where the *new issue letter* and the *market out clause* have not expired, 5% of *normal new issue margin*,

(b) where the *new issue letter* has expired and the *market out clause* has not expired, 10% of *normal new issue margin*,

(c) where the *new issue letter* has not expired and the *market out clause* has expired, 10% of *normal new issue margin*, and

(d) where both the *new issue letter* and the *market out clause* have expired, *normal new issue margin*,

(ii) from settlement date of the offering, the same as in clause 5521(2)(ii).

(5) **Disaster out clause and market out clause in effect** - Where the *commitment* is subject to a *disaster out clause* and a *market out clause* (by the inclusion of these clauses in the related underwriting agreement), the margin required is:

(i) from the effective date of the *new issue letter* to the *business day* prior to the settlement date of the offering:

(a) where the *new issue letter* and the *market out clause* have not expired, 5% of *normal new issue margin*,

(b) where the *new issue letter* has expired and the *market out clause* has not expired, 10% of *normal new issue margin*,

(c) where the *new issue letter* has not expired and the *market out clause* has expired, 10% of *normal new issue margin*,

(d) where both the *new issue letter* and the *market out clause* have expired and the *disaster out clause* has not expired, 50% of *normal new issue margin*, and

(e) where the *new issue letter*, the *market out clause* and the *disaster out clause* have all expired, *normal new issue margin*,

(ii) from settlement date of the offering, the same as in clause 5521(2)(ii).

(6) If the margin rates prescribed in subsections 5521(2) through 5521(5) in respect of *commitments* for which a *new issue letter* is available are less than the margin rates required by the issuer of such letter, the higher rates required by the issuer shall be applied.

5522. Margin requirements for underwriting commitments where expressions of interest from exempt purchasers have been affirmed

(1) Where a *Dealer Member* has a *commitment* in respect of a new issue of *securities* or a secondary issue of *securities* and the *Dealer Member* has determined through obtaining *appropriate documentation*:

(i) that the allocation between retail and *exempt purchasers* has been finalized,

(ii) that expressions of interest received from the entire allotment to *exempt purchasers* have been verbally affirmed but not yet ticketed,

(iii) that there is unlikely to be a significant renege rate on the expressions of interest received from *exempt purchasers*, and

(iv) that the *Dealer Member* is not significantly leveraging its underwriting activities through the use of the margin requirement reduction provided on that portion of the *commitment* where expressions of interest have been received from *exempt purchasers*,

the minimum *Dealer Member inventory margin* requirement for the portion of the *commitment* allocated to *exempt purchasers* is calculated in accordance with subsections 5522(2) through 5522(6).

(2) **New issue letter has not been obtained and no out clauses in effect** - Where the *commitment* is not subject to a *market out clause* or a *disaster out clause* (by the exclusion of these clauses from the related underwriting agreement) and a *new issue letter* has not been obtained or has expired, the margin required from the date that the

expressions of interest received from the entire allotment to *exempt purchasers* have been verbally affirmed but not yet ticketed until the date the sales are contracted is:

(i) where the current *market value* of the *commitment* is at or above 90% of new issue value (90% x issue price x number of shares), 20% of *normal new issue margin*,

(ii) where the current *market value* of the *commitment* is at or above 80% but below 90% of new issue value (80% x issue price x number of shares), 40% of *normal new issue margin*, and

(iii) otherwise, *normal new issue margin*.

(3) **New issue letter has not been obtained and disaster out clause in effect** - Where the *commitment* is subject to a *disaster out clause* (by reference in the *commitment* to such clause being included in the underwriting agreement) and the *disaster out clause* has not expired and a *new issue letter* has not been obtained or has expired, the margin required is the lesser of:

(i) the margin required in subsection 5522(2), and

(ii) the margin required in subsection 5520(3).

(4) **New issue letter has not been obtained and market out clause in effect** - Where the *commitment* is subject to a *market out clause* (by the inclusion of this clause in the related underwriting agreement) and the *market out clause* has not expired and a *new issue letter* has not been obtained or has expired, the margin required is the same as in subsection 5520(4).

(5) **New issue letter has not been obtained and disaster out clause and market out clause in effect** - Where the *commitment* is subject to a *disaster out clause* and a *market out clause* (by the inclusion of these clauses in the related underwriting agreement) and the *market out clause* has not expired and a *new issue letter* has not been obtained or has expired, the margin required is the same as in subsection 5520(5).

(6) **New issue letter has been obtained** - Where a *new issue letter* has been obtained and the *new issue letter* has not expired, the margin required is the same as in section 5521.

5523. Alternative approach to margining of private placements of restricted equity securities during the distribution period

(1) For a private placement of an *equity security* subject to a four-month trading restriction (pursuant to National Instrument 45-102 or a similar provincial *securities laws* exemption), an alternative approach to margining is permitted. The alternative approach is set out in subsection 5523(2).

(2) The margin rate to be used for the private placement during the distribution period shall be the greater of:

(i) the margin rate that would be otherwise applicable to the *security* if the restriction were not present, subject to the margin rate reductions available in sections 5520 through 5522, and

(ii) (a) where it is five *business days* or less subsequent to the *commitment* date, 25%,

(b) where it is greater than five *business days* subsequent to the *commitment* date, 50%, and

(c) where it is on or after the offering settlement date, 100%.

5524. Margin requirements for a standby commitment to purchase securities under a rights offering

(1) The minimum *Dealer Member inventory margin* requirement for a standby commitment to purchase *securities* under a rights offering is calculated in accordance with subsection 5524(2).

(2) The margin required is:

(i) where the *market value* of the *underlying security* is greater than 125% of the subscription amount, nil,

(ii) where the *market value* of the *underlying security* is greater than 110% but less than or equal to 125% of the subscription amount, 10% of the *normal margin* rate multiplied by the subscription amount,

(iii) where the *market value* of the *underlying security* is greater than 105% but less than or equal to 110% of the subscription amount, 30% of the *normal margin* rate multiplied by the subscription amount,

(iv) where the *market value* of the *underlying security* is greater than 100% but less than or equal to 105% of the subscription amount, 50% of the *normal margin* rate multiplied by the subscription amount, and

(v) where the *market value* of the *underlying security* is less than or equal to 100% of the subscription amount, the *normal margin* rate multiplied by the *market value* of the *underlying security*.

5525. - 5529. Reserved.

UNDERWRITING RELATED AGREEMENTS

5530. New issue letter

(1) To obtain the reduced margin requirements in section 5521 for an underwriting *commitment*, a *Dealer Member* must be party to a *new issue letter*.

(2) In subsection 5130(5), a *new issue letter* is defined as an underwriting loan facility in a form satisfactory to *CIRO*. For the letter to be satisfactory, it must contain the following minimum terms and conditions:

(i) the letter issuer must provide an irrevocable commitment to advance funds based only on the strength of the new issue and the *Dealer Member*,

(ii) the letter issuer must advance funds to the *Dealer Member* for any part of the *commitment* not sold, for an amount based on a stated *loan value* rate, at a stated interest rate, and for a stated period of time,

(iii) the letter issuer must not, if the *Dealer Member* is unable to repay the loan at the termination date resulting in a loss or potential loss to the letter issuer, have or seek any right of set-off against:

(a) collateral held by the letter issuer for any other obligations of the *Dealer Member* or its clients,

(b) cash on deposit with the letter issuer for any purpose, or

(c) *securities* or other assets held in a custodial capacity by the letter issuer for the *Dealer Member's* own account or for the *Dealer Member's* clients,

to recover the loss or potential loss.

(3) If the *new issue letter* issuer is not an *acceptable institution*, the funds that can be drawn under the *new issue letter* must either be fully collateralized by high-grade *securities* or held in escrow with an *acceptable institution*.

5531. - 5539. Reserved.

INDIVIDUAL AND OVERALL UNDERWRITING CONCENTRATION CHARGES

5540. Individual underwriting concentration charge

(1) Where:

(i) the margin required on any one *commitment* is reduced due to either:

(a) obtaining a *new issue letter* in accordance with section 5521, or

(b) qualifying expressions of interest received from *exempt purchasers* that have been verbally affirmed but not yet contracted in accordance with section 5522,

and

(ii) the margin requirement reduction in respect of such *commitment* (determined by comparing the margin requirement calculated in section 5521 or section 5522 with the margin requirement otherwise applicable and calculated in section 5520), exceeds 40% of such *Dealer Member's* net allowable assets,

such excess shall be added to *total margin required* pursuant to Form 1. The amount to be deducted may be reduced by the amount of margin provided for as required by section 5521 or section 5522 on the individual underwriting position to which such excess relates.

5541. Overall underwriting concentration charge

(1) Where:

(i) the margin required on some or all *commitments* is reduced due to either:

(a) obtaining a *new issue letter* in accordance with section 5521, or

(b) qualifying expressions of interest received from *exempt purchasers* that have been verbally affirmed but not yet contracted in accordance with section 5522,

and

(ii) the aggregate margin requirement reductions in respect of such *commitments* (determined by comparing the margin requirements calculated in section 5521 and section 5522 with the margin requirements otherwise applicable and calculated in section 5520), exceeds 100% of such *Dealer Member's* net allowable assets,

such excess shall be added to *total margin required* pursuant to Form 1. The amount to be deducted may be reduced by the amount of margin provided for as required by section 5521 and section 5522 above on individual underwriting positions and by the amount required to be deducted from *risk adjusted capital* pursuant to section 5540.

5542. - 5549. Reserved.

SPECIFIC OFFSET STRATEGIES INVOLVING COMMITMENTS TO PURCHASE

5550. Long qualifying basket of index securities - Short index participation units - Commitment to purchase index participation units

(1) Where a *Dealer Member* inventory account contains the following combination:

	Long position		Short position		Commitment
(i)	*qualifying basket of index securities*	and	*index participation units* based on the same *index*	and	*commitment* to purchase *index participation units* pursuant to an underwriting agreement

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5550(2).

(2) No margin is required provided the long *qualifying basket of index securities*:

(i) is of size sufficient to comprise a basket of *securities* or multiple thereof required to obtain the participation units,

and

(ii) does not exceed the *Dealer Member's commitment* to purchase the participation units.

5551. Long qualifying basket of index securities - Short index participation unit call options - Commitment to purchase index participation units

(1) Where a *Dealer Member* inventory account contains the following combination:

	Long position		Short option position		Commitment
(i)	*qualifying basket of index securities*	and	*index participation unit call option* based on the same *index*	and	*commitment* to purchase *index participation units* pursuant to an underwriting agreement

and *equivalent quantities* of each position in the combination are held and the underwriting period expires after the expiry date of the short *call options*, the minimum margin required for the combination is calculated in accordance with subsection 5551(2).

(2) Subject to additional margin requirements set out in subsection 5551(3), the minimum margin required is the *normal margin required* on the long qualifying basket less the *market value* of the short *call options*, but in no event shall the margin required be less than zero.

(3) Where the *qualifying basket of index securities* is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5552. Long qualifying basket of index securities - Long index participation unit put options - Commitment to purchase index participation units

(1) Where a *Dealer Member* inventory account contains the following combination:

	Long position		Long option position		Commitment
(i)	*qualifying basket of index securities*	and	*index participation unit put option* based on the same *index*	and	*commitment* to purchase *index participation units* pursuant to an underwriting agreement

and *equivalent quantities* of each position in the combination are held and the underwriting period expires after the expiry date of the long *put options*, the minimum margin required for the combination is calculated in accordance with subsection 5552(2).

(2) Subject to additional margin requirements set out in subsection 5552(3), the minimum margin required is:

(i) 100% of the *market value* of the long *put options*,

plus

(ii) the lesser of:

(a) the *normal margin required* on the long *qualifying basket of index securities*,

or

(b) the *market value* of the *qualifying basket of index securities* less the *aggregate exercise value* of the *put options*.

A negative value calculated under sub-clause 5552(2)(ii)(b) may reduce the margin required on the *put options*, but in no event shall the margin required be less than zero.

(3) Where the *qualifying basket of index securities* is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5553. - 5559. Reserved.

MARGIN REQUIREMENTS FOR WHEN ISSUED TRADING POSITIONS

5560. Margin for short positions

(1) Subject to subsections 5560(2) and 5560(3), the minimum *Dealer Member inventory margin* and *client account margin* required for short positions resulting from short sales of a *security* traded on a when issued basis is the *normal margin required* for a short position in the *security*.

(2) *Dealer Member inventory margin* shall be posted on the trade date of the short sale.

(3) *Client account margin* shall be posted on the first settlement day after the trade date of the short sale.

5561. Margin for hedged positions

(1) Subject to subsections 5561(3) and 5561(4), the minimum *Dealer Member inventory margin* and *client account margin* required for hedged positions resulting from purchases of

securities trading on a when issued basis that are subsequently sold on a when issued basis is the *normal margin required* for a long position in the *security*.

(2) Subject to subsections 5561(3) and 5561(4), the minimum *Dealer Member inventory margin* and *client account margin* required for hedged positions resulting from purchases of *securities trading on a when issued basis* that are subsequently sold for settlement into the regular market is the *normal margin required* for a short position in the *security*.

(3) *Dealer Member inventory margin* shall be posted on the trade date of the purchase.

(4) *Client account margin* shall be posted on the first settlement day after the trade date of the sale.

5562. Margin for long positions

(1) Subject to subsections 5562(2) and 5562(3), the minimum *Dealer Member inventory margin* and *client account margin* required for long positions resulting from purchases of *securities trading on a when issued basis* that have not been sold subsequently on a when issued basis is the *normal margin required* for a long position in the *security*.

(2) *Dealer Member inventory margin* shall be posted on the trade date of the purchase.

(3) *Client account margin* shall be posted on the later of the first settlement day after the trade date of the purchase or the date of the issuance or distribution of the *security*.

5563. - 5599. Reserved.

RULE 5600 | MARGIN REQUIREMENTS FOR OFFSET STRATEGIES INVOLVING DEBT AND EQUITY SECURITIES AND RELATED INSTRUMENTS

5601. Introduction

(1) Rule 5600 addresses the margin treatment of *security* positions that comprise reduced-risk offset strategies. The margin requirements for these strategies are generally less than if the positions are margined separately. Reduced margin in some cases is available for both *Dealer Member* inventory and client account offset strategies and in other cases is available for only *Dealer Member* inventory offset strategies.

(2) The order of subjects in Rule 5600 is:

(i) *Dealer Member* inventory and client account offset strategies involving:

(a) *debt securities*:

(I) government *debt securities* [sections 5610 through 5618],

(II) commercial and corporate *debt securities* [sections 5620 through 5623], and

(III) government *debt securities* and commercial and corporate *debt securities* [sections 5630 through 5631],

(b) convertible and *exercisable securities:*

(I) *convertible securities* [sections 5640 through 5644],

(II) *capital shares* [sections 5650 to 5655], and

(III) warrants, rights, *installment receipts* and other *exercisable securities* [sections 5660 through 5663],

and

(ii) offsets only available for *Dealer Member* inventory positions:

(a) *debt securities* [sections 5670 through 5671], and

(b) swap positions [section 5680 through 5683].

5602. - 5609. Reserved.

DEALER MEMBER INVENTORY AND CLIENT ACCOUNT OFFSET STRATEGIES

OFFSETS INVOLVING GOVERNMENT DEBT SECURITIES AND RELATED INSTRUMENTS

5610. Summary reference tables

(1) The following reference table summarizes the reduced margin offset strategies available among government *debt securities*:

	Short Canada debt securities	**Short United States debt securities**	**Short Canada Provincial debt securities**	**Short Canada Municipal debt securities**
Long Canada debt securities	same *maturity band* - 5611 and 5612	same *maturity band* - 5614(3)(i)	same *maturity band* - 5614(1)(i)	same *maturity band* - 5614(1)(ii) and 5614(3)(iii)
	different *maturity bands* - 5613(1)(i)	different *maturity bands* - no offset available	different *maturity bands* - 5613(1)(ii)	different *maturity bands* - no offset available
Long United States debt securities	same *maturity band* - 5614(3)(i)	same *maturity band* - 5611 and 5612	same *maturity band* - 5614(3)(ii)	same *maturity band* - 5614(3)(iv)
	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available
Long Canada Provincial debt securities	same *maturity band* - 5614(1)(i)	same *maturity band* - 5614(3)(ii)	same *maturity band* - 5611 and 5612	same *maturity band* - 5614(1)(iii) and 5614(3)(v)
	different *maturity bands* - 5613(1)(ii)	different *maturity bands* - no offset available	different *maturity bands* - 5613(1)(iii)	different *maturity bands* - no offset available
Long Canada Municipal debt securities	same *maturity band* - 5614(1)(ii) and 5614(3)(iii)	same *maturity band* - 5614(3)(iv)	same *maturity band* - 5614(1)(iii) and 5614(3)(v)	same *maturity band* - offset available for long and short positions in same *security*
	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available

(2) The following reference table summarizes the reduced margin offset strategies available between Canadian government *debt securities* and strip and residual debt instruments:

	Short Canada debt securities	**Short Canada Provincial debt securities**	**Short Canada strips or Canada residuals**	**Short Provincial strips or Provincial residuals**
Long Canada debt securities	**Refer to table in subsection 5610(1)**		same issuer and *maturity band* - 5615(1)(i) and 5615(1)(ii)	same *maturity band* - 5615(2)(i) and 5615(2)(ii)

	Short Canada debt securities	**Short Canada Provincial debt securities**	**Short Canada strips or Canada residuals**	**Short Provincial strips or Provincial residuals**
			different issuers or *maturity bands* - no offset available	different *maturity bands* - no offset available
Long Canada Provincial debt securities			same *maturity band* - 5615(2)(iii) and 5615(2)(iv)	same *maturity band* - 5615(1)(v) and 5615(1)(vi)
			different *maturity bands* - no offset available	different *maturity bands* - no offset available
Long Canada strips or Canada residuals	same *maturity band* - 5615(1)(i) and 5615(1)(ii)	same *maturity band* - 5615(2)(iii) and 5615(2)(iv)	same *maturity band* - 5615(3)(i) through 5615(3)(iii)	same *maturity band* - 5615(4)(i) through 5615(4)(iv)
	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available
Long Provincial strips or Provincial residuals	same *maturity band* - 5615(2)(i) and 5615(2)(ii)	same *maturity band* - 5615(1)(v) and 5615(1)(vi)	same *maturity band* - 5615(4)(i) through 5615(4)(iv)	same *maturity band* - 5615(3)(iv) through 5615(3)(vi)
	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available	different *maturity bands* - no offset available

(3) The following reference table summarizes the reduced margin offset strategies available between foreign federal government *debt securities* and foreign federal government strip and residual debt instruments:

	Short foreign federal government debt securities	**Short foreign federal government strips or foreign federal government residuals**
Long foreign federal government debt securities	**Refer to table in subsection 5610(1)**	same issuer and *maturity band* - 5615(1)(iii) and 5615(1)(iv)
		different issuers or *maturity bands* - no offset available
Short foreign federal government strips or	same issuer and *maturity band* - 5615(1)(iii) and 5615(1)(iv)	same issuer and *maturity band*

foreign federal government residuals		- offset available for long and short positions in same *security*
	different issuer or *maturity bands* -no offset available	different issuer or *maturity bands* -no offset available

(4) The following reference table summarizes the reduced margin offset strategies available between Canadian government *debt securities* and Canadian government guaranteed mortgage-backed *securities*:

	Short Canada debt securities	**Short Canada mortgage-backed securities**
Long Canada debt securities	**Refer to table in subsection 5610(1)**	same *maturity band* -5616(1)(i)
		different *maturity bands* -no offset available
Long Canada mortgage-backed securities	same *maturity band* -5616(1)(i)	same *maturity band* -offset available for long and short positions in same *security*
	different *maturity bands* -no offset available	different *maturity bands* -no offset available

(5) The following reference table summarizes the reduced margin offset strategies available between government *debt securities* and government debt futures contracts:

	Short Canada debt securities	**Short Canada Provincial debt securities**	**Short Canada Municipal debt securities**	**Short Canada bond futures**
Long Canada debt securities	**Refer to table in subsection 5610(1)**			same *maturity band* -5617(1)(i)
				different *maturity bands* -5618(1)(i)
Long Canada Provincial debt securities				same *maturity band* -5618(1)(ii)
				different *maturity bands* -5618(1)(ii)
Long Canada Municipal debt securities				same *maturity band* -5618(1)(iii)
				different *maturity bands* -no offset available

	Short Canada debt securities	**Short Canada Provincial debt securities**	**Short Canada Municipal debt securities**	**Short Canada bond futures**
Long Canada bond futures	same *maturity band* -5617(1)(i)	same *maturity band* -5618(1)(ii)	same *maturity band* -5618(1)(iii)	same *maturity band* - • same contract - margin computed on the net long or net short contract position • different contracts - refer to requirements on exchange on which the contract trades
	different *maturity bands* -5618(1)(i)	different *maturity bands* -5618(1)(ii)	different *maturity bands* -no offset available	different *maturity bands* -refer to requirements on exchange on which the contract trades

5611. Government debt securities of same issuer and both maturing within one year

(1) Where a *Dealer Member* or a client:

(i) has a long position in *Canada debt securities*, *United States debt securities*, *Canada Provincial debt securities* or any other *debt security* described in category (i) or category (ii) of subsection 5210(1), maturing within one year, and

(ii) has a short position in *debt securities*:

(a) issued or guaranteed by the same issuer (provided that for these purposes each of the provinces of Canada shall be regarded as the same issuer as any other province of Canada),

(b) in the same currency as the *securities* referred to in clause 5611(1)(i),

(c) maturing within one year, and

(d) with a *market value* equal to the *securities* referred to in clause 5611(1)(i),

the two positions may be offset and the minimum margin required for both positions may be computed as the excess of the *normal margin required* on the long (or short) position over the *normal margin required* on the short (or long) position.

5612. Government debt securities of same issuer with same maturity band and both maturing in greater than or equal to one year

(1) Where a *Dealer Member* or a client:

(i) has a long position in *Canada debt securities*, *United States debt securities*, *Canada Provincial debt securities* or any other *debt security* described in category (i) or category (ii) of subsection 5210(1), maturing in greater than or equal to one year, and

(ii) has a short position in *debt securities*:

(a) issued or guaranteed by the same issuer (provided that for these purposes each of the provinces of Canada shall be regarded as the same issuer as any other province of Canada),

(b) and in the same currency as the *securities* referred to in clause 5612(1)(i),

(c) maturing within the same *maturity band* as the *securities* referred to in clause 5612(1)(i), and

(d) with a *market value* equal to the *securities* referred to in clause 5612(1)(i),

the two positions may be offset and the minimum margin required for both positions may be computed with respect to the net long or net short position only.

5613. Government debt securities with different maturity bands

(1) Where a *Dealer Member* or a client has one of the following long government *debt security* position and short government *debt security* position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada debt securities*	and	*Canada debt securities*
(ii)	*Canada debt securities*	and	*Canada Provincial debt securities*
(iii)	*Canada Provincial debt securities*	and	*Canada Provincial debt securities*

and the positions have the same currency denomination and *market value* but are within different *maturity bands*, the two positions may be offset and the minimum margin required for both positions may be computed as 50% of the greater of the margins normally required on the long (or short) and the short (or long) positions.

5614. Government debt securities of different issuers with same maturity band

(1) Where a *Dealer Member* or a client has one of the following long government *debt security* position and short government *debt security* position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada debt securities*	and	*Canada Provincial debt securities*
(ii)	*Canada debt securities*	and	highly rated *Canada Municipal debt securities* with a high issuer credit rating
(iii)	*Canada Provincial debt securities*	and	highly rated *Canada Municipal debt securities* with a high issuer credit rating

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin

required for both positions may be computed as 50% of the greater of the margins normally required on the long (or short) and the short (or long) positions.

(2) In subsection 5614(1) "*Canada Municipal debt securities with a high issuer credit rating*" are *debt securities* issued or guaranteed by a Canadian municipal government with a long-term issuer credit rating of "A" or higher by a *designated rating organization*.

(3) Where a *Dealer Member* or a client has one of the following long government *debt security* position and short government *debt security* position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada debt securities*	and	*United States debt securities*
(ii)	*United States debt securities*	and	*Canada Provincial debt securities*
(iii)	*Canada debt securities*	and	*Canada Municipal debt securities*
(iv)	*United States debt securities*	and	*Canada Municipal debt securities*
(v)	*Canada Provincial debt securities*	and	*Canada Municipal debt securities*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the greater of the margins normally required on the long (or short) and the short (or long) positions.

5615. Offsets involving government debt securities and strip coupons or residuals

(1) Where a *Dealer Member* or a client has one of the following long (short) government *debt security* position and short (long) government strip coupon or residual position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada debt securities*	and	*Canada strips*
(ii)	*Canada debt securities*	and	*Canada residuals*
(iii)	Federal government *debt securities* eligible for margin pursuant to category (i) of subsection 5210 (1)	and	Same federal government strips
(iv)	Federal government *debt securities* eligible for margin pursuant to category (i) of subsection 5210 (1)	and	Same federal government residuals
(v)	*Canada Provincial debt securities*	and	*Canada Provincial strips*
(vi)	*Canada Provincial debt securities*	and	*Canada Provincial residuals*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the excess of the *normal margin required* on the strip coupon or residual position over the *normal margin required* on the *debt security* position.

(2) Where a *Dealer Member* or a client has one of the following long (short) government *debt security* position and short (long) government strip coupon or government residual position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada debt securities*	and	*Canada Provincial strips*
(ii)	*Canada debt securities*	and	*Canada Provincial residuals*
(iii)	*Canada Provincial debt securities*	and	*Canada strips*
(iv)	*Canada Provincial debt securities*	and	*Canada residuals*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as 50% of the total *normal margin required* for both positions.

(3) Where a *Dealer Member* or a client has one of the following government strip coupon or government residual position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada strips*	and	*Canada strips*
(ii)	*Canada residuals*	and	*Canada residuals*
(iii)	*Canada strips*	and	*Canada residuals*
(iv)	*Canada Provincial strips*	and	*Canada Provincial strips*
(v)	*Canada Provincial residuals*	and	*Canada Provincial residuals*
(vi)	*Canada Provincial strips*	and	*Canada Provincial residuals*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the excess of the *normal margin required* on the long (or short) position over the *normal margin required* on the short (or long) position.

(4) Where a *Dealer Member* or a client has one of the following government strip coupon or government residual position pairings:

	Long (short) position		**Short (long) position**
(i)	*Canada strips*	and	*Canada Provincial strips*
(ii)	*Canada strips*	and	*Canada Provincial residuals*
(iii)	*Canada residuals*	and	*Canada Provincial strips*
(iv)	*Canada residuals*	and	*Canada Provincial residuals*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as 50% of the total *normal margin required* for both positions.

5616. Offsets involving government debt securities and government guaranteed mortgage-backed securities

(1) Subject to subsection 5616(2), where a *Dealer Member* or a client has the following pairing:

	Long (short) position		Short (long) position
(i)	*Canada debt securities*	and	Canada guaranteed mortgage-backed *securities*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the excess of the *normal margin required* on the mortgage-backed *security* position over the *normal margin required* on the *debt security* position.

(2) Where:

(i) the *market value* of the mortgage-backed *securities* position equals or exceeds the remaining principal amount of such position, and

(ii) the mortgages underlying the mortgage-backed *securities* position are subject to being repaid with or without penalty in full at the option of the mortgagee prior to maturity,

the two positions may be offset and the minimum margin required for both positions may be computed as the greater of the *normal margin required* on the mortgage-backed *security* position and the *normal margin required* on the *debt security* position.

5617. Offsets involving government debt securities and Government of Canada notional bond futures contracts with same underlying issuer and same maturity bands

(1) Where a *Dealer Member* or a client has the following pairing:

	Long (short) position		Short (long) position
(i)	*Canada debt securities*	and	Government of Canada notional bond futures contract

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed with respect to the net long or net short position only.

(2) For a client account offset as set out in subsection 5617(1), the futures contracts must be excluded from the *domestic gross customer margin model*.

5618. Other offsets involving government debt securities and Government of Canada notional bond futures contracts

(1) Where a *Dealer Member* or a client has one of the following long (short) government *debt security* position and short (long) Government of Canada notional bond futures contract position pairings:

	Long (short) position		Short (long) position
(i)	*Canada debt securities* in different *maturity band*	and	Government of Canada notional bond futures contract
(ii)	*Canada Provincial debt securities* in same or different *maturity band*	and	Government of Canada notional bond futures contract
(iii)	*Canada Municipal debt securities* with a high issuer credit rating in same *maturity band*	and	Government of Canada notional bond futures contract

and the positions have the same currency denomination and *market value*, the two positions may be offset and the minimum margin required for both positions may be computed as 50% of the greater of the margins normally required on the long (or short) and the short (or long) positions.

(2) In subsection 5618(1) "*Canada Municipal debt securities* with a high issuer credit rating" are *debt securities* issued or guaranteed by a Canadian municipal government with a long-term issuer credit rating of "A" or higher by a *designated rating organization*.

(3) For a client account offset as set out in subsection 5618(1), the futures contracts must be excluded from the *domestic gross customer margin model*.

5619. Reserved.

OFFSETS INVOLVING COMMERCIAL AND CORPORATE DEBT SECURITIES AND RELATED INSTRUMENTS

5620. Summary reference tables

(1) The following reference table summarizes the reduced margin offset strategies available among commercial and corporate *debt securities* and strip and residual debt instruments:

	Short commercial and corporate debt	**Short commercial and corporate debt strips or residuals**
Long commercial and corporate debt	same *maturity band* - offset available for *securities* of same issuer - 5621(1)(i)	same *maturity band* - offset available where strip or residual is of the same issuer - 5622(1)(i)
	different *maturity bands* - no offset available	different *maturity bands* - no offset available
Long commercial and corporate debt strips or residuals	same *maturity band* - offset available where strip or residual is of the same issuer - 5622(1)(i)	same *maturity band* - offset available for long and short positions in same strip or same residual
	different *maturity bands* - no offset available	different *maturity bands* - no offset available

(2) The following reference table summarizes the reduced margin offset strategies available between commercial and corporate *debt securities* and government debt futures contracts:

	Short commercial and corporate debt	**Short Canada bond futures**
Long commercial and corporate debt	**Refer to table in subsection 5620(1)**	same *maturity band* - 5623(1)(i) different *maturity bands* - no offset available
Long Canada bond futures	same *maturity band* - 5623(1)(i) different *maturity bands* - no offset available	**Refer to table in subsection 5610(5)**

5621. Commercial and corporate debt securities of same issuer with same maturity band

(1) Where a *Dealer Member* or a client has the following pairing:

	Long (short) position	**Short (long) position**
(i)	highly rated non-convertible commercial and and corporate *debt securities*	highly rated non-convertible commercial and corporate *debt securities* of the same issuer

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the greater of the margins normally required on the long (or short) and the short (or long) positions.

(2) In subsection 5621(1) "highly rated non-convertible commercial and corporate *debt securities"* are non-convertible commercial and corporate *debt securities* currently rated "A" or higher by a *designated rating organization.*

5622. Offsets involving commercial and corporate debt securities and strip coupons or residuals

(1) Where a *Dealer Member* or a client has the following pairing:

	Long (short) position	**Short (long) position**
(i)	highly rated non-convertible and commercial and corporate *debt securities*	strips or residuals whose underlier is highly rated non-convertible commercial and corporate *debt securities* of the same issuer

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the minimum margin required for both positions may be computed as the greater of the margins normally required on the long (or short) and the short (or long) positions, subject to a maximum margin rate requirement of 20%.

(2) In subsection 5622(1) "highly rated non-convertible commercial and corporate *debt securities*" are non-convertible commercial and corporate *debt securities* currently rated "A" or higher by a *designated rating organization.*

5623. Offsets involving commercial and corporate debt securities and Government of Canada notional bond futures contracts

(1) Where a *Dealer Member* or a client has one of the following long (short) commercial and corporate *debt security* position and short (long) Government of Canada notional bond futures contract position pairings:

	Long (short) position		Short (long) position
(i)	highly rated non-convertible commercial and corporate *debt securities*	and	Government of Canada notional bond futures contract

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the greater of the margins normally required on the long (or short) and the short (or long) positions.

(2) In subsection 5623(1) "highly rated non-convertible commercial and corporate *debt securities"* are non-convertible commercial and corporate *debt securities* currently rated "A" or higher by a *designated rating organization.*

(3) For a client account offset as set out in subsection 5623(1), the futures contracts must be excluded from the *domestic gross customer margin model*.

5624. - 5629. Reserved.

OFFSETS INVOLVING GOVERNMENT AND COMMERCIAL AND CORPORATE DEBT SECURITIES AND RELATED INSTRUMENTS

5630. Summary reference table

(1) The following reference table summarizes the reduced margin offset strategies available between government *debt securities* and commercial and corporate *debt securities*:

<table>
<tr><th></th><th>Short Canada debt securities</th><th>Short United States treasury debt securities</th><th>Short Canada Provincial debt securities</th><th>Short commercial and corporate debt securities</th></tr>
<tr><td rowspan="2">Long Canada debt securities</td><td colspan="3" rowspan="4">Refer to table in subsection 5610(1)</td><td>same maturity band
- 5631(1)(i)</td></tr>
<tr><td>different maturity bands
- no offset available</td></tr>
<tr><td rowspan="2">Long United States treasury debt securities</td><td>same maturity band
- 5631(1)(ii)</td></tr>
<tr><td>different maturity bands
- no offset available</td></tr>
</table>

	Short Canada debt securities	Short United States treasury debt securities	Short Canada Provincial debt securities	Short commercial and corporate debt securities
Long Canada Provincial debt securities				same *maturity band* - 5631(1)(iii) different *maturity bands* - no offset available
Long commercial and corporate debt securities	same *maturity band* - 5631(1)(i) different *maturity bands* - no offset available	same *maturity band* - 5631(1)(ii) different *maturity bands* - no offset available	same *maturity band* - 5631(1)(iii) different *maturity bands* - no offset available	**Refer to table in subsection 5620(1)**

5631. Government and commercial corporate debt securities with same maturity band

(1) Where a *Dealer Member* or a client has one of the following long (short) government and short (long) commercial and corporate *debt security* position pairings:

	Long (short) position		Short (long) position
(i)	*Canada debt securities*	and	highly rated non-convertible commercial and corporate *debt securities*
(ii)	United States treasury *debt securities*	and	highly rated non-convertible commercial and corporate *debt securities*
(iii)	*Canada Provincial debt securities*	and	highly rated non-convertible commercial and corporate *debt securities*

and the positions have the same currency denomination and *market value* and are within the same *maturity band*, the two positions may be offset and the minimum margin required for both positions may be computed as the greater of the margins normally required on the long (or short) and the short (or long) positions.

(2) In subsection 5631(1) "highly rated non-convertible commercial and corporate *debt securities*" are non-convertible commercial and corporate *debt securities* currently rated "A" or higher by a *designated rating organization.*

5632. - 5639. Reserved.

OFFSETS INVOLVING CONVERTIBLE SECURITIES

5640. Summary reference table

(1) The following reference table summarizes the basic reduced margin offset strategies available for *convertible securities*:

	Short convertible security	**Short underlying security**
Long convertible security	*currently convertible* - offset available for long and short positions in the same *security*	*currently convertible* - offset available where: • convertible into the *underlying security* - 5641(1)(i) • convertible into the cash equivalent of the unit value of the *underlying security* - 5641(1)(i) and 5641(1)(ii)
	not *currently convertible* - offset available for long and short positions in same *security*	not *currently convertible* - 5642(1)
Long underlying security	offset available - 5643(1)	offset available for long and short positions in the same *security*

(2) Other reduced margin offset strategies available for *convertible securities*:

(i) offset relating to a pending amalgamation, acquisition, spin-off or other *securities* related reorganization transaction - 5644

5641. Offset where convertible security is held long and is currently convertible

(1) Where a *Dealer Member* or a client holds a long position in a *convertible security* which is *currently convertible* and a short position in the *underlying security* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *conversion loss*, if any,

and

(ii) if the *convertible security* cannot be converted directly into the *underlying security* at the holder's option, 20% of the *normal margin required* on the *underlying security*.

5642. Offset where convertible security is held long and is not currently convertible

(1) Where a *Dealer Member* or a client holds a long position in a *convertible security* which is not *currently convertible* and a short position in the *underlying security* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *conversion loss*, if any,

and

(ii) 40% of the *normal margin required* on the *underlying security*.

5643. Offset where convertible security is held short

(1) Where a *Dealer Member* or a client holds a long position in the *underlying security* and a short position in a *convertible security* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *conversion loss*, if any,

and

(ii) 40% of the *normal margin required* on the *underlying security*.

5644. Offset relating to a pending amalgamation, acquisition, spin-off or other securities related reorganization transaction

(1) Where a *Dealer Member* or a client holds a long position in *Oldco securities* and short position in *Newco securities* and *equivalent quantities* of both positions are held and the pending reorganization that resulted in the creation of the *Newco securities* has received approval to proceed, the two positions may be offset and the minimum margin required for both positions may be computed as the excess of the combined *market value* of the *Oldco securities* over the combined *market value* of the *Newco securities*, if any.

(2) For the purposes of subsection 5644(1), "approval to proceed" means that:

(i) all legal requirements to proceed with the reorganization have been met,

(ii) all regulatory, competition bureau and court approvals to proceed with the reorganization have been received, and

(iii) the *Oldco securities* will be cancelled and replaced by an *equivalent number* of *Newco securities* within 20 *business days*.

5645. - 5649. Reserved.

OFFSETS INVOLVING CAPITAL SHARES

5650. Summary reference tables

(1) The following reference table summarizes the basic reduced margin offset strategies available for *capital shares*:

	Short capital share, with a conversion feature	**Short capital share and short split share preferred share, both with a conversion feature**	**Short underlying security**
Long capital share, with a conversion feature	offset available for long and short positions in same *capital share*	offset available for long and short positions in same *capital share*. *Normal margin* to be	*capital share* can be converted into *underlying security* -5651(1)(i)

	Short capital share, with a conversion feature	Short capital share and short split share preferred share, both with a conversion feature	Short underlying security
		provided on short *split share preferred share* position	*capital share* can be converted into cash equivalent of unit value of *underlying security* - 5651(1)(i) and 5651(1)(ii)
Long capital share and long split share preferred share, both with a conversion feature	offset available for long and short positions in same *capital share*. *Normal margin* to be provided on long *split share preferred share* position	offset available for long and short positions in same *capital share* and same *split share preferred share*	*capital share* and *split share preferred share* can be converted into *underlying security* - 5652(1)(i)
			capital share and *split share preferred share* can be converted into cash equivalent of unit value of *underlying security* - 5652(1)(i) and 5652(1)(ii)
Long underlying security	offset available - 5653(1)	offset available - 5654(1)	offset available for long and short positions in same *underlying security*

(2) Other reduced margin offset strategies available for *capital shares*:

(i) offset involving long capital share and short *call option* contract positions - *5655*

5651. Offset involving long capital share and short underlying common share positions

(1) Where a *Dealer Member* or a client holds a long *capital share* position and a short underlying common share position and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) lesser of:

(a) the sum of:

(I) the *capital share conversion loss*, if any, and

(II) the *normal margin required* on the *equivalent quantity* of *split share preferred shares*,

and

(b) the *normal margin required* on the underlying common shares,

and

(ii) if the *capital shares* cannot be delivered to the *split share company* for retraction directly into the *underlying security* at the holder's option, 20% of the *normal margin required* on the underlying common shares.

5652. Offset involving long capital share, long split share preferred share and short underlying common share positions

(1) Where a *Dealer Member* or a client holds a long *capital share* position, a long *split share preferred share* position and a short underlying common share position and *equivalent quantities* of all positions are held, the three positions may be offset and the minimum margin required for all positions may be computed as the sum of:

(i) lesser of:

(a) the *combined conversion loss*, if any, and

(b) the *normal margin required* on the underlying common shares,

and

(ii) if the *capital shares* cannot be delivered to the *split share company* for retraction directly into the *underlying security* at the holder's option, 20% of the *normal margin required* on the underlying common shares.

5653. Offset involving short capital share and long underlying common share positions

(1) Where a *Dealer Member* or a client holds a short *capital share* position and a long underlying common share position and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) lesser of:

(a) the sum of:

(I) the *capital share conversion loss*, if any, and

(II) the *normal margin required* on the *equivalent quantity* of *split share preferred shares*,

and

(b) the *normal margin required* on the underlying common shares,

and

(ii) 40% of the *normal margin required* on the underlying common shares.

5654. Offset involving short capital share, short split share preferred share and long underlying common share positions

(1) Where a *Dealer Member* or a client holds a short *capital share* position, a short *split share preferred share* position and a long underlying common share position and *equivalent quantities* of all positions are held, the three positions may be offset and the minimum margin required for all positions may be computed as the sum of:

(i) lesser of:

(a) the *combined conversion loss*, if any, and

(b) the *normal margin required* on the underlying common shares,

and

(ii) 40% of the *normal margin required* on the underlying common shares.

5655. Offset involving long capital share and short call option contract positions

(1) Where a *Dealer Member* or a client holds a long *capital share* position and a short *call option* contract position expiring on or before the redemption date of the *capital shares* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) lesser of:

(a) the *normal margin required* on the *capital share* position less the *market value* of the *call option* contract position, provided that the net amount may not be less than zero,

and

(b) any excess of the *market value* of the underlying common shares over the *aggregate exercise value* of the *call option* contract position,

and

(ii) the *capital share conversion loss*, if any,

and

(iii) if the *capital shares* cannot be delivered to the *split share company* for retraction directly into the *underlying security* at the holder's option, 20% of the *normal margin required* on the underlying common shares.

5656. - 5659. Reserved.

OFFSETS INVOLVING WARRANTS, RIGHTS, INSTALLMENT RECEIPTS AND OTHER EXERCISABLE SECURITIES

5660. Summary reference tables

(1) The following reference table summarizes the basic reduced margin offset strategies available for *exercisable securities*:

	Short exercisable security	**Short underlying security**
Long exercisable security	*currently exercisable* - offset available for long and short positions in same *security*	*currently exercisable* - offset available where: • *exercisable security* can be exercised into *underlying security* - 5661(1)(i) and 5661(1)(ii) • *exercisable security* can be exercised into cash equivalent of unit value of *underlying security* - 5661(1)(i) through 5661(1)(iii)
	not *currently exercisable* - offset available for long and short positions in same *security*	not *currently exercisable* - 5662(1)
Long underlying security	offset available - 5663(1)	offset available for long and short positions in same *security*

5661. Offset where exercisable security is held long and is currently exercisable

(1) Where a *Dealer Member* or a client holds a long position in an *exercisable security* which is *currently exercisable* and a short position in the *underlying security* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *exercise loss*, if any,

and

(ii) for client account positions, the amount of the exercise or subscription payment,

and

(iii) if the *exercisable security* cannot be converted directly into the *underlying security* at the holder's option, 20% of the *normal margin required* on the *underlying securities*.

5662. Offset where exercisable security is held long and is not currently exercisable

(1) Where a *Dealer Member* or a client holds a long position in an *exercisable security* which is not *currently exercisable* and a short position in the *underlying security* and *equivalent*

quantities of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *exercise loss*, if any,

and

(ii) for client account positions, the amount of the exercise or subscription payment,

and

(iii) 40% of the *normal margin required* on the *underlying securities*.

5663. Offset where exercisable security is held short

(1) Where a *Dealer Member* or a client holds a long position in the *underlying security* and a short position in an *exercisable security* and *equivalent quantities* of both positions are held, the two positions may be offset and the minimum margin required for both positions may be computed as the sum of:

(i) the *exercise loss*, if any,

and

(ii) for client account positions, the amount of the exercise or subscription payment,

and

(iii) 40% of the *normal margin required* on the *underlying securities*.

5664. - 5669. Reserved.

OFFSETS ONLY AVAILABLE FOR DEALER MEMBER INVENTORY POSITIONS

DEBT SECURITIES

5670. Offsets involving callable, extendible and retractable debt securities

(1) Where a *Dealer Member* holds a position in *callable*, *extendible* or *retractable debt securities* they may elect to use a different maturity date for reduced margin offset purposes than the original maturity date of the *security* if the applicable conditions in the chart below are met:

Security	Condition	Maturity date election
(i) *Callable debt security*	*Market value* of *security* at or below 101% of call value	Original maturity date
	Market value of *security* greater than 101% of the call value	First *business day* after expiry date of *call protection period*
(ii) *Extendible debt security*	*Extension election period* has not expired and *security* is trading at or below the: *extension factor* x current principal amount	Original maturity date
	Extension election period has not expired and *security* is trading above the:	Extension maturity date

Security	Condition	Maturity date election
	extension factor x current principal amount	
	Extension election period has expired	Original maturity date
(iii) *Retractable debt security*	*Retraction election period* has not expired and *security* is trading at or above the: *retraction factor* x current principal amount	Original maturity date
	Retraction election period has not expired and *security* is trading below the: *retraction factor* x current principal amount	Retraction maturity date
	Retraction election period has expired	Original maturity date

5671. Offsets involving Canadian government debt or Canadian listed equity securities and futures and forward contracts

(1) Where a *Dealer Member* has a position in bonds, debentures or treasury bills issued or guaranteed by the Government of Canada or in *equity securities* listed on the Toronto Stock Exchange and the account has an offsetting futures or forward contract position on the same *security*, the positions may be offset and the minimum margin required for the positions may be computed with respect to the net long or net short position only.

5672. – 5679. Reserved.

OFFSETS ONLY AVAILABLE FOR DEALER MEMBER INVENTORY POSITIONS

SWAP POSITIONS

5680. Offset involving two interest rate swap positions

(1) Where a *Dealer Member* inventory account contains the following pairing:

(i) a position in one or more *interest rate swaps* requiring it to pay (or entitling it to receive) Canadian dollar or United States dollar fixed (or floating) interest rate amounts,

and

(ii) another position in one or more *interest rate swaps* entitling it to receive (or requiring it to pay) a fixed (or floating) interest rate amount denominated in the same currency and within the same *maturity band* for margin purposes as the *interest rate swap* or swaps referred to in clause 5680(1)(i),

the two positions in clauses 5680(1)(i) and 5680(1)(ii) may be offset and the minimum margin required for both positions may be computed as the net of the *normal margin required* for each position, provided that the *normal margin required* on the *fixed interest*

rate payment (or receipt) component position may only be offset against the *normal margin required* on the *fixed interest rate* receipt (or payment) component position, and the *normal margin required* on the *floating interest rate* payment (or receipt) component position may only be offset against the *normal margin required* on the *floating interest rate* receipt (or payment) component position.

5681. Offsets involving interest rate swaps and federal government debt security positions

(1) **Offset involving fixed interest rate swap component and federal government debt security positions -** Where a *Dealer Member* inventory account contains the following pairing:

(i) a position in one or more *interest rate swaps* requiring it to pay (or entitling it to receive) Canadian dollar or United States dollar *fixed interest rate* amounts,

and

(ii) a long (or short) position in *Canada debt securities*, *United States debt securities*, or any other *debt securities* described in category (i) of subsection 5210(1) denominated in the same currency as the *interest rate swap* or swaps and with a *term to maturity* that is within the same *maturity band* for margin purposes as the *interest rate swap* or swaps,

the two positions in clauses 5681(1)(i) and 5681(1)(ii) may be offset and the minimum margin required for both positions may be computed as the net of the *normal margin required* for each position. Any margin requirement calculated for the separate *floating interest rate* receipt (or payment) component position will continue to be required unless that position separately qualifies for the offset set out in subsection 5681(2).

(2) **Offset involving floating interest rate swap component and federal government debt security positions -** Where a *Dealer Member* inventory account contains the following pairing:

(i) a position in one or more *interest rate swaps* requiring it to pay (or entitling it to receive) Canadian dollar or United States dollar *floating interest rate* amounts,

and

(ii) a long (or short) position in *Canada debt securities*, *United States debt securities*, or any other *debt securities* described in category (i) of subsection 5210(1) denominated in the same currency as the *interest rate swap* or swaps and maturing within one year,

the two positions in clauses 5681(2)(i) and 5681(2)(ii) may be offset and the minimum margin required for both positions may be computed as the net of the *normal margin required* in respect of the positions. Any margin requirement calculated for the separate *fixed interest rate* receipt (or payment) component position will continue to be required unless that position qualifies for the offset set out in subsection 5681(1).

5682. Offset involving two total performance swap positions

(1) Where a *Dealer Member* inventory account contains the following pairing:

(i) a position in one or more *total performance swaps* requiring it to pay (or entitling it to receive) Canadian dollar or United States dollar amounts calculated based on the performance of a stipulated *underlying security* or basket of *securities*,

and

(ii) another position in one or more *total performance swaps* entitling it to receive (or requiring it to pay) amounts calculated based on the performance of the same *underlying security* or basket of *securities* and denominated in the same currency,

the two positions in clauses 5682(1)(i) and 5682(1)(ii) may be offset and the minimum margin required for both positions may be computed as the net of the *normal margin required* for each position, provided that the *normal margin required* on the performance payment (or receipt) component position may only be offset against the *normal margin required* on the performance receipt (or payment) component position, and the *normal margin required* on the *floating interest rate* payment (or receipt) component position may only be offset against the *normal margin required* on the *floating interest rate* receipt (or payment) component position.

5683. Offsets involving total performance swaps and underlying security positions

(1) **Offset involving short total performance swap component and long underlying security positions -** Where a *Dealer Member* inventory account contains the following pairing:

(i) a short position in one or more *total performance swaps*,

and

(ii) a long position in the same *underlying security* or basket of *securities*,

the two positions in clauses 5683(1)(i) and 5683(1)(ii) may be offset and the minimum margin required for both positions may be computed as either:

(a) where it can be demonstrated that sell-out risk relating to the offset has been mitigated:

(I) through the inclusion of a *realization clause* in the *total performance swap*, which allows the *Dealer Member* to close out the swap using the sell-out price for the long position in the *underlying security* or basket of *securities*, or

(II) since, due to the features inherent in the long position in the *underlying security* or basket of *securities* or the market on which the *underlying security* or basket of *securities* trades, the realization value of the long position in the *underlying security* or basket of *securities* is determinable at the time the *total performance swap* is to expire and this value will be used as the closeout price for the swap,

the net of the *normal margin required* for each position.

or

(b) where sell-out risk relating to the offset has not been mitigated, the net of the *normal margin required* for each position plus 20% of the *normal margin required* on the hedged portion of the long position in the *underlying security* or basket of *securities*.

(2) **Offset involving long total performance swap component and short underlying security positions -** Where a *Dealer Member* inventory account contains the following pairing:

(i) a long position in one or more *total performance swaps*,

and

(ii) a short position in the same *underlying security* or basket of *securities*,

the two positions in clauses 5683(2)(i) and 5683(2)(ii) may be offset and the minimum margin required for both positions may be computed as either:

(a) where it can be demonstrated that buy-in risk relating to the offset has been mitigated:

(I) through the inclusion of a *realization clause* in the *total performance swap*, which allows the *Dealer Member* to close out the swap using the buy-in price for the short position in the *underlying security* or basket of *securities*, or

(II) since, due to the features inherent in the short position in the *underlying security* or basket of *securities* or the market on which the *underlying security* or basket of *securities* trades, the realization value of the short position in the *underlying security* or basket of *securities* is determinable at the time the *total performance swap* is to expire and this value will be used as the closeout price for the swap,

the net of the *normal margin required* for each position.

or

(b) where buy-in risk relating to the offset has not been mitigated, the net of the *normal margin required* for each position plus 20% of the *normal margin required* on the hedged portion of the short position in the *underlying security* or basket of *securities*.

5684. – 5699. Reserved.

RULE 5700 | MARGIN REQUIREMENTS FOR OFFSET STRATEGIES INVOLVING DERIVATIVE PRODUCTS

5701. Introduction

(1) Rule 5700 addresses the margin treatment of *derivative* product positions that comprise reduced-risk offset strategies. The margin requirements for these strategies are generally less than if the positions are margined separately. Reduced margin in some cases is available for both *Dealer Member* inventory and client account offset strategies and in other cases is available for only *Dealer Member* inventory offset strategies. The *derivative* products covered in Rule 5700 include *exchange-traded options* whose underlying interests include:

- equities
- indexes
- *index participation units*
- debt
- currencies

and *over-the-counter options*, futures contracts and futures contract options.

(2) The order of subjects in Rule 5700 is:

(i) general requirements and summary reference tables [sections 5710 through 5715],

(ii) *exchange-traded options,*

(a) unhedged option positions [sections 5720 through 5721],

(b) hedged option positions [section 5725],

(c) option spreads and combinations [sections 5730 through 5740],

(d) *security* and option combinations and conversions [sections 5750 through 5755], and

(e) futures and options combinations and conversions [sections 5760 through 5765].

(iii) basket, participation unit and futures combinations [sections 5770 through 5772]

(iv) cross index offsets and the optional use of the Standard Portfolio Analysis methodology [sections 5775 and 5776],

(v) *over-the-counter options* [section 5780], and

(vi) futures contracts and futures contract options [section 5790].

5702. - 5709. Reserved.

GENERAL REQUIREMENTS AND SUMMARY REFERENCE TABLES

5710. Agreement and account requirements

(1) A *Dealer Member* writing *exchange-traded options* on behalf of a client must:

(i) do so in a margin account and must have and maintain a written margin account agreement, or

(ii) ensure the accounts are fully funded with cash or the *security* underlying the option to cover all obligations related to the writing of options.

(2) A *Dealer Member* writing *over-the-counter options* on behalf of a client must do so in a margin account.

(3) A *Dealer Member* writing and issuing or guaranteeing *over-the-counter options* on behalf of a client must either:

(i) have and maintain with that client a separate written margin agreement defining the rights and obligations between them relating to transacting in *over-the-counter options*, or

(ii) have and maintain with that client a supplementary *over-the-counter options* agreement defining the rights and obligations between them relating to transacting in *over-the-counter options*.

5711. Requirement to calculate and obtain margin from clients

(1) A *Dealer Member* must calculate and obtain minimum *client margin* from clients with option positions according to the following:

(i) all open written transactions and resulting short positions must be carried in a margin account,

(ii) each option must be margined separately and:

(a) for equity, *index participation unit,* debt or currency options, any difference between the market price of the *underlying interest*, or

(b) for *index options*, any difference between the current value of the *index,*

and the *exercise price* of the option has value only in providing the amount of margin required on that particular option.

5712. Requirements for option offset strategies

(1) For all client account option offset strategies involving both short option and long option positions, the short option position must expire on or before the date of expiry of the long option position.

(2) For *Dealer Member* account option offset strategies involving *index option* and i*ndex participation unit option* combinations included in subsection 5730(1), the short option position must expire on or before the date of expiry of the long option position.

5713. Imposition of special margin requirements

(1) *CIRO* may impose special margin requirements on particular options or options positions.

5714. Treatment of option positions issued by different recognized option clearing corporations

(1) If a *Dealer Member* account or a client account holds options issued by different *recognized option clearing corporations*, with the same *underlying interest*, they may be treated as being equivalent when calculating margin for the account.

5715. Summary reference tables of common strategies

(1) The following reference list summarizes the margin requirements for unhedged positions in *exchange-traded options:*

(i) long *call option* - 5720,

(ii) long *put option* - 5720,

(iii) short *call option* - 5721, and

(iv) short *put option* - 5721.

(2) The following reference table summarizes the most common reduced margin offset strategies available involving *exchange-traded options:*

	Short underlying interest	**Short call option**	**Long put option**	**Short call option and long put option**
Long underlying interest	offset available for long and short positions in same *security*	long *underlying interest* / short call combination -5750(1)(i)	long *underlying interest* / long *put option* contract combination -5751(1)(i)	conversion or long tripo -5754(1)(i)
Long call option	short *underlying interest* / long *call option* contract combination -5752(1)(i)	*call option* spread -5730(1)(i)	long *call option* / long *put option* spread -5732(1)(i)	long *call option* / short *call option* / long *put option* combination -5733(1)(i)
Short put option	short *underlying interest* / short put combination -5753(1)(i)	short *call option* / short *put option* spread -5731(1)(i)	*put option* spread -5730(1)(i)	
Long call option and short put option	reconversion or short tripo -5755(1)(i)			

(3) Other reduced margin offset strategies available involving *exchange-traded options* are as follows:

(i) option positions hedged by *escrow receipts* or letters of *guarantee* - 5725,

(ii) long warrant - short call offset - 5734,

(iii) box spread - 5735, and

(iv) butterfly, iron butterfly and iron condor spreads – 5736 through 5740.

(4) The following reference table summarizes additional reduced margin offset strategies available involving *qualifying baskets of index securities*, *index participation units*, *index options* and *index participation unit options:*

	Short qualifying basket of index securities	**Short index participation units**	**Short index or index participation unit call options**	**Long index or index participation unit put options**	**Short and long respectively index or index participation unit call and put options**
Long qualifying basket of	offset available for long and short positions	long basket - short *index*	long basket - short call combination	long basket - long put combination	long tripo or conversion

	Short qualifying basket of index securities	**Short index participation units**	**Short index or index participation unit call options**	**Long index or index participation unit put options**	**Short and long respectively index or index participation unit call and put options**
index securities	in same index product	*participation units* -5770(1)(i)	-5750(1)(ii) and 5750(1)(iii)	-5751(1)(ii) and 5751(1)(iii)	-5754(1)(ii) and 5754(1)(iii)
Long index participation units	short basket - long *index participation units* -5771(1)(i)	offset available for long and short positions in same index product	long *index participation units* - short call combination -5750(1)(iv) and 5750(1)(v)	long *index participation units* - long put combination -5751(1)(iv) and 5751(1)(v)	long tripo or conversion -5754(1)(iv) and 5754(1)(v)
Long index or index participation unit call options	short basket - long call combination - 5752(1)(ii) and 5752(1)(iii)	short *index participation unit* - long call combination - 5752(1)(iv) and 5752(1)(v)	**Refer to table in subsection 5715(2)**		
Short index or index participation unit put options	short basket - short put combination - 5753(1)(ii) and 5753(1)(iii)	short *index participation unit* - short put combination - 5753(1)(iv) and 5753(1)(v)			
Long and short respectively index or index participation unit call and put options	short tripo or reconversion - 5755(1)(ii) and 5755(1)(iii)	short tripo or reconversion - 5755(1)(iv) and 5755(1)(v)			

(5) The following reference table summarizes additional reduced margin offset strategies available involving *index futures contracts*, *index options* and *index participation unit options:*

	Short index futures contract	**Short index or index participation unit call options**	**Long index or index participation unit put options**	**Short and long respectively index or index participation unit call and put options**
Long index futures contract	same contract month - margin computed in respect to the net	Short calls - long *index futures contracts*	Long puts - long *index futures contracts*	Futures conversion or long tripo

	Short index futures contract	**Short index or index participation unit call options**	**Long index or index participation unit put options**	**Short and long respectively index or index participation unit call and put options**
	long or net short position only	- 5760(1)(i) and 5760(1)(ii)	- 5761(1)(i) and 5761(1)(ii)	- 5764(1)(i) and 5764(1)(ii)
	different contract months - refer to requirements on exchange on which the contract trades			
Long index or index participation unit call options	Long calls - short *index futures contracts* - 5762(1)(i) and 5762(1)(ii)	**Refer to table in subsection 5715(2)**		
Short index or index participation unit put options	Short puts - short *index futures contracts* - 5763(1)(i) and 5763(1)(ii)			
Long and short respectively index or index participation unit call and put options	Futures reconversion or short tripo - 5765(1)(i) and 5765(1)(ii)			

(6) The following reference table summarizes additional reduced margin offset strategies available involving *index futures contracts*, *qualifying baskets of index securities* and *index participation units*:

	Short qualifying basket of index securities	**Short index participation units**	**Short index futures contracts**
Long qualifying basket of index securities	**Refer to table in subsection 5715(4)**		Long *qualifying basket of index securities* - Short *index futures contracts* -5772(1)(i)
Long index participation units			Long *index participation units* - short *index futures contracts* -5772(1)(ii)
Long index futures contracts	Short *qualifying basket of index securities* - long *index futures contracts* -5772(1)(i)	Short *index participation units* - long *index futures contracts* -5772(1)(ii)	**Refer to table in subsection 5715(5)**

(7) Other reduced margin offset strategies available involving any combination of *qualifying baskets of index securities, index participation units, index options, index participation unit options* and *index futures contracts* are as follows:

(i) long *qualifying basket of index securities* - short *index participation unit call options* - *commitment* to purchase *index participation units* (*Dealer Member* only) - 5550,

(ii) long *qualifying basket of index securities* - long *index participation unit put options* - *commitment* to purchase *index participation units* (*Dealer Member* only) - 5551, and

(iii) long *qualifying basket of index securities* - short *index participation units* - *commitment* to purchase *index participation units* (*Dealer Member* only) - 5552.

5716. - 5719. Reserved.

EXCHANGE-TRADED OPTIONS - UNHEDGED OPTION POSITIONS

5720. Long option positions

(1) Subject to subsection 5720(2), the minimum *Dealer Member inventory margin* and *client account margin* required for long *exchange-traded option* positions is the sum of:

(i) the lesser of:

(a) a percentage of the *market value* of the *underlying interest* determined using the following percentages:

(I) for equity options, the margin rate used for the *underlying interest* as determined in section 5311,

(II) for *index option*s or *index participation unit options*, the published *floating margin rate* for the *index* or *index participation unit* calculated according to the formula set out in section 5360,

(III) for debt options, the margin rate used for the *underlying interest* as determined in section 5210,

(IV) for currency options, *CIRO's* published spot risk margin rate for the currency calculated according to the formula set out in subsection 5460(1),

and

(b) the option's *in-the-money* amount, if any,

plus

(ii) where the period to expiry is greater or equal to nine months, 50% of the option's *time value*, 100% of the option's *time value* otherwise.

(2) If the position in subsection 5720(1) is a long *call option* on an equity that is the subject of a legal and binding cash take-over bid for which all conditions have been met, the margin required on that *call option* is:

(i) the *market value* of the *call option*,

minus

(ii) the excess, if any, of the amount offered over the *exercise value* of the *call option.*

If the take-over bid is made for less than 100% of the issued and outstanding *securities*, the margin requirement must be applied pro rata in the same proportion as the offer, and subsection 5720(1) applies to the balance.

5721. Short option positions

(1) Subject to subsection 5721(2), the minimum *Dealer Member inventory margin* and *client account margin* required for short *exchange-traded option* positions is:

(i) a percentage of the *market value* of the *underlying interest* determined using the following percentages:

(a) for equity options, the margin rate used for the *underlying interest* as determined in section 5311,

(b) for *index option*s or *index participation unit options*, the published *floating margin rate* for the *index* or *index participation unit* calculated according to the formula set out in section 5360,

(c) for debt options, the margin rate used for the *underlying interest* as determined in section 5210,

(d) for currency options, *CIRO's* published spot risk margin rate for the currency calculated according to the formula set out in subsection 5460(1),

minus

(ii) any *out-of-the-money* amount associated with the option.

(2) Subsection 5721(1) notwithstanding, the minimum *client account margin* required for short *exchange-traded option* positions shall be the amount determined by multiplying:

(i) in the case of a short *call option* position, the *market value* of the *underlying interest*,

(ii) in the case of a short *put option* position, the *aggregate exercise value* of the option,

by

(iii) one of the following percentages:

(a) for equity options, 5.00%,

(b) for *index option*s or *index participation unit options*, 2.00%,

(c) for debt options, 1.00%,

(d) for currency options, 0.75%.

5722. - 5724. Reserved.

EXCHANGE-TRADED OPTIONS - HEDGED OPTION POSITIONS

5725. Hedged option positions

(1) No margin is required for the following *exchange-traded option* and collateral position combinations held in *equivalent quantities* in a *Dealer Member* inventory or client account:

	Exchange-traded option position	**Acceptable collateral**
(i)	Short *call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and *escrow receipt* evidencing the deposit of the *underlying security*
(ii)	Short *put option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and *escrow receipt* evidencing the deposit of government *securities*
(iii)	Short *put option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and letter of *guarantee*

provided the conditions in subsections 5725(2) and 5725(3) are met.

(2) For an *escrow receipt* to be acceptable collateral in subsection 5725(1):

(i) the issuer of the *escrow receipt* must be a financial institution approved by the *recognized option clearing corporation*,

and

(ii) all *recognized option clearing corporation* agreements must be signed and delivered to the *recognized option clearing corporation* and available for inspection by *CIRO* on request,

and

(iii) in the case of an *escrow receipt* evidencing the deposit of government *securities*, the *securities* must:

(a) be acceptable forms of *recognized option clearing corporation* margin,

(b) mature within one year of their deposit, and

(c) have a *market value* of greater than 110% of the *aggregate exercise value* of the short *put option*.

(3) For a letter of *guarantee* to be acceptable collateral in subsection 5725(1):

(i) the issuer must be:

(a) a financial institution approved by the *recognized option clearing corporation* to issue *escrow receipts*,

and

(b) a *chartered bank*, a Québec savings bank or a trust company licensed to do business in Canada, with a minimum paid-up capital and surplus of $5,000,000,

and

(ii) the letter must certify that the bank or trust company:

(a) holds on deposit for the client's account cash equal to the full *aggregate exercise value* of the *put option* and that amount will be paid to the *recognized option clearing corporation* against delivery of the *underlying interest* hedged by the *put option*,

or

(b) unconditionally and irrevocably guarantees to pay the *recognized option clearing corporation* the full amount of the *aggregate exercise value* of the *put option* against delivery of the *underlying interest* hedged by the *put option*,

and

(iii) the *Dealer Member* must deliver it to the *recognized option clearing corporation* and the *recognized option clearing corporation* must accept it as margin.

5726. - 5729. Reserved.

5730. Call option spreads and put option spreads

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* spread pairings:

	Long (short) option position		**Short (long) option position**
(i)	*call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*call option* with the same *underlying interest*
(ii)	*put option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*put option* with the same *underlying interest*
(iii)	*index call option*	and	*index participation unit call option* based on the same *index*
(iv)	*index put option*	and	*index participation unit put option* based on the same *index*

and *equivalent quantities* of each position in the pairing are held, the minimum margin required for the spread pairing is calculated in accordance with subsection 5730(2).

(2) Provided the condition in subsection 5730(1) is met, the minimum margin required is the lesser of:

(i) the margin required on the short option position determined pursuant to section 5721,

or

(ii) the greater of:

(a) the spread loss amount, if any, that would result if both options were exercised,

and

(b) where the spread involves an *index option* position and an *index participation unit option* position, the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units underlying* the *index participation unit option* position.

5731. Short call option - short put option spread

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* spread pairings:

	Short option position		**Short option position**
(i)	*call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*put option* with the same *underlying interest*
(ii)	*index call option*	and	*index participation unit put option* based on the same *index*
(iii)	*index participation unit call option*	and	*index put option* based on the same *index*

and *equivalent quantities* of each position in the pairing are held, the minimum margin required for the spread pairing is calculated in accordance with subsection 5731(2).

(2) The minimum margin required is the greatest of:

(i) the greater of:

(a) the margin required on the *call option* position,

or

(b) the margin required on the *put option* position,

and

(ii) the excess of the *aggregate exercise value* of the *put option* position over the *aggregate exercise value* of the *call option* position,

and

(iii) where the spread involves an *index option* position and an *index participation unit option* position, the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units underlying* the *index participation unit option* position.

5732. Long call option - long put option spread

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* spread pairings:

Long option position	**Long option position**

(i)	*call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*put option* with the same *underlying interest*
(ii)	*index call option*	and	*index participation unit put option* based on the same *index*
(iii)	*index participation unit call option*	and	*index put option* based on the same *index*

and *equivalent quantities* of each position in the pairing are held, the minimum margin required for the spread pairing is calculated in accordance with subsection 5732(2).

(2) The minimum margin required is the lesser of:

(i) the sum of:

(a) the margin required for the long *call option* position,

plus

(b) the margin required for the long *put option* position,

or

(ii) the sum of:

(a) 100% of the *market value* of the long *call option*,

plus

(b) 100% of the *market value* of the long *put option*,

minus

(c) the amount by which the *aggregate exercise value* of the *put option* exceeds the *aggregate exercise value* of the *call option*.

5733. Long call option - short call option - long put option

(1) Where a *Dealer Member* inventory or client account contains long *call option*, short *call option* and long *put option* positions in *exchange-traded options* on the same *underlying interest* and *equivalent quantities* of each position in the combination are held, the minimum margin required is:

(i) 100% of the *market value* of the long *call option*,

plus

(ii) 100% of the *market value* of the long *put option*,

minus

(iii) 100% of the *market value* of the short *call option*,

plus

(iv) the greater of:

(a) any excess of the *aggregate exercise value* of the long *call option* over the *aggregate exercise value* of the short *call option*, and

(b) any excess of the *aggregate exercise value* of the long *call option* over the *aggregate exercise value* of the long *put option*.

Where the amount calculated in clause 5733(1)(iv) is negative, this amount may be applied against the margin charge.

5734. Long warrant - short call option

(1) Where a *Dealer Member* inventory or client account contains long warrant and short call *exchange-traded option* positions on the same *underlying interest* and *equivalent quantities* of each position in the pairing are held, the minimum margin required is the sum of:

(i) the lesser of:

(a) a percentage of the *market value* of the *underlying interest* determined using the following percentages:

(I) for equity options, the margin rate used for the *underlying interest* as determined in section 5311,

(II) for *index option*s or *index participation unit option*s, the published *floating margin rate* for the *index* or *index participation unit* calculated according to the formula set out in section 5360,

(III) for debt options, the margin rate used for the *underlying interest* as determined in section 5210,

(IV) for currency options, *CIRO's* published spot risk margin rate for the currency calculated according to the formula set out in subsection 5460(1),

or

(b) the spread loss amount, if any, that would result if both the option and the warrant were exercised,

and

(ii) the excess of the *market value* of the warrant over the *in-the-money* value of the warrant multiplied by 25%,

and

(iii) the *in-the-money* value of the warrant, multiplied by:

(a) 50%, where the expiration date of the warrant is 9 months or more away, or

(b) 100%, where the expiration date of the warrant is fewer than 9 months away.

5735. Box spread

(1) **Client account requirement -** Where a client account contains a box spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that the client holds a long and short *call option* and a long and short *put option* and where the long *call option* and short *put option*, and short *call option* and long *put option* have the same *exercise price*, the minimum *client account margin* required is the lesser of:

(i) the greater of the margin requirements calculated for the component call and put spreads pursuant to subsection 5730(2), and

(ii) the greater of the *out-of-the-money* amounts calculated for the component call and put spreads.

(2) **Dealer Member inventory account requirement -** Where a *Dealer Member* inventory account contains a box spread *exchange-traded option* combination on the same *underlying interest* with all options expiring at the same time, such that the *Dealer Member* holds a long and short *call option* and a long and short *put option* and where the long *call option* and short *put option*, and short *call option* and long *put option* have the same *exercise price*, the minimum *Dealer Member inventory margin* required is the sum of:

(i) the difference, plus or minus, between the *aggregate exercise value* of the long *call options* and the *aggregate exercise value* of the long *put options*, and

(ii) the net *market value* of the options.

5736. Long butterfly spread

(1) Where a *Dealer Member* inventory or client account contains a long butterfly spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that short positions in two *call options* (or *put options*) are held and the short *call options* (or short *put options*) are at a middle *exercise price* and are flanked on either side by a long *call option* (or long *put option*) having a lower and higher *exercise price* respectively, and the interval between the *exercise prices* is equal, the minimum margin required is the net *market value* of the short and long *call options* (or *put options*).

5737. Short butterfly spread

(1) Where a *Dealer Member* inventory or client account contains a short butterfly spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that long positions in two *call options* (or *put options*) are held and the long *call options* (or long *put options*) are at a middle *exercise price* and are flanked on either side by a short *call option* (or short *put option*) having a lower and higher *exercise price* respectively, and the interval between the *exercise prices* is equal, the minimum margin required is the amount, if any, by which the exercise value of the long *call options* (or long *put options*) exceeds the exercise value of the short *call options* (or short *put options*).

5738. Long condor spread

(1) Where a *Dealer Member* inventory or client account contains a long condor spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that four separate options series are held wherein the *exercise prices* of the options are in ascending order and the interval between the *exercise prices* is equal, comprising a short position in two *call options* (or *put options*) and the short *call options* (or short *put options*) are flanked on either side by a long *call option* (or long *put option*) having a lower and higher *exercise price* respectively, the minimum margin required is the net *market value* of the short and long *call options* (or *put options*).

5739. Short iron butterfly spread

(1) Where a *Dealer Member* inventory or client account contains a short iron butterfly spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that four separate options series are held wherein the *exercise prices* of the options are in ascending order, and the interval between the *exercise prices* is

equal, comprising short positions in a *call option* and a *put option* with the same *exercise price* and the short options are flanked on either side by a long *put option* and a long *call option* having a lower and higher *exercise price* respectively, the minimum margin required shall equal the *exercise price* interval multiplied by the *unit of trading*.

5740. Short iron condor spread

(1) Where a *Dealer Member* inventory or client account contains a short iron condor spread combination on the same *underlying interest* with all *exchange-traded option*s expiring at the same time, such that four separate options series are held wherein the *exercise prices* of the options are in ascending order, and the interval between the *exercise prices* is equal, comprising short positions in a *call option* and a *put option* and the short options are flanked on either side by a long *put option* and a long *call option* having a lower and higher *exercise price* respectively, the minimum margin required shall equal the *exercise price* interval multiplied by the *unit of trading*.

5741. - 5749. Reserved.

EXCHANGE-TRADED OPTIONS - SECURITY AND OPTION COMBINATIONS AND CONVERSIONS

5750. Long underlying interest or convertible security - short call option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Long position		**Short option position**
(i)	*underlying interest* or *currently convertible security*	and	*call option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index call option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit call option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit call option* based on the same *index*
(v)	*index participation unit*	and	*index call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5750(2).

(2) Subject to additional margin requirements set out in subsections 5750(3) through 5750(5), the minimum margin required is the lesser of:

(i) the *normal margin required* on the *underlying interest*, *index* basket or *index participation unit* position,

and

(ii) any excess of the *aggregate exercise value* of the *call options* over the normal *loan value* of the *underlying interest*, *index* basket or *index participation unit* position.

(3) Where the combination involves a *currently convertible security* position, additional margin is required to be provided in the amount of the *conversion loss*.

(4) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

(5) Where the combination involves either:

(i) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(ii) an *index participation unit* position and an *index option* position,

additional margin is required to be provided in the amount of the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units* underlying the *index participation unit option* position or *index participation unit* position held.

5751. Long underlying interest - long put option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Long position		**Long option position**
(i)	*underlying interest*	and	*put option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index put option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit put option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit put option* based on the same *index*
(v)	*index participation unit*	and	*index put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5751(2).

(2) Subject to additional margin requirements set out in subsection 5751(3), the minimum margin required is the greater of:

(i) lesser of:

(a) the *normal margin required* on the *underlying interest*,

or

(b) the excess of the combined *market value* of the *underlying interest* and the *put option* over the *aggregate exercise value* of the *put option*,

(ii) where the combination involves:

(a) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(b) an *index participation unit* position and an *index option* position,

the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units* underlying the *index participation unit option* position or *index participation unit* position held.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5752. Short underlying interest - long call option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Short position		**Long option position**
(i)	*underlying interest*	and	*call option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index call option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit call option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit call option* based on the same *index*
(v)	*index participation unit*	and	*index call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5752(2).

(2) Subject to additional margin requirements set out in subsection 5752(3), the minimum margin required is the sum of:

(i) 100% of the *market value* of the long *call option*,

plus

(ii) the greater of:

(a) the lesser of:

(I) any *out-of-the-money* value associated with the *call option*,

or

(II) the *normal margin required* on the *underlying interest*,

(b) where the combination involves:

(I) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(II) an *index participation unit* position and an *index option* position,

the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units underlying* the *index participation unit option* position or *index participation unit* position held,

minus

(iii) where the *call option* is *in-the-money*, the *in-the-money* value, provided the overall margin requirement cannot be reduced to less than zero.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* multiplied by the *market value* of the basket.

5753. Short underlying interest - short put option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Short position		**Short option position**
(i)	*underlying interest*	and	*put option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index put option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit put option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit put option* based on the same *index*
(v)	*index participation unit*	and	*index put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5753(2).

(2) Subject to additional margin requirements set out in subsection 5753(3), the minimum margin required is the greater of:

(i) the lesser of:

(a) the *normal margin required* on the *underlying interest*, *index* basket or *index participation unit* position, and

(b) any excess of the *normal margin required* on the *underlying interest*, *index* basket or *index participation unit* position over the *in-the-money* value, if any, of the *put options*,

(ii) where the combination involves:

(a) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(b) an *index participation unit* position and an *index option* position,

the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units* underlying the *index participation unit option* position or *index participation unit* position held.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5754. Conversion or long tripo combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Long position		**Long option position**		**Short option position**
(i)	*underlying interest*	and	*put option* with the same *underlying interest*	and	*call option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index put option* based on the same *index*	and	*index call option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit put option* based on the same *index*	and	*index participation unit call option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit put option* based on the same *index*	and	*index participation unit call option* based on the same *index*
(v)	*index participation unit*	and	*index put option* based on the same *index*	and	*index call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5754(2).

(2) Subject to additional margin requirements set out in subsection 5754(3), the minimum margin required is the greater of:

(i) the sum of:

(a) 100% of the *market value* of the long *put options*,

minus

(b) 100% of the *market value* of the short *call options*,

plus

(c) the difference, plus or minus, between the *market value* of the *underlying interest*, *qualifying basket of index securities* or *index participation unit* position

and the *aggregate exercise value* of the long *put options* or short *call options*, whichever is lower,

and

(ii) where the combination involves:

(a) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(b) an *index participation unit* position and an *index option* position,

the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units* underlying the *index participation unit option* position or *index participation unit* position held.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5755. Reconversion or short tripo combination

(1) Where a *Dealer Member* inventory or client account contains one of the following *exchange-traded option* and *security* combinations:

	Short position		**Long option position**	**Short option position**
(i)	*underlying interest*	and	*call option* with the same *underlying interest*	and *put option* with the same *underlying interest*
(ii)	*qualifying basket of index securities*	and	*index call option* based on the same *index*	and *index put option* based on the same *index*
(iii)	*qualifying basket of index securities*	and	*index participation unit* *call option* based on the same *index*	and *index participation unit* *put option* based on the same *index*
(iv)	*index participation unit*	and	*index participation unit* *call option* based on the same *index*	and *index participation unit* *put option* based on the same *index*
(v)	*index participation unit*	and	*index call option* based on the same *index*	and *index put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin required for the combination is calculated in accordance with subsection 5755(2).

(2) Subject to additional margin requirements set out in subsection 5755(3), the minimum margin required is the greater of:

(i) the sum of:

(a) 100% of the *market value* of the long *call options*,

minus

(b) 100% of the *market value* of the short *put options*,

plus

(c) the difference, plus or minus, between the *aggregate exercise value* of the long *call options* or short *put options*, whichever is higher and the *market value* of the *underlying interest*, *qualifying basket of index securities* or *index participation unit* position,

and

(ii) where the combination involves:

(a) a *qualifying basket of index securities* and an *index participation unit option* position,

or

(b) an *index participation unit* position and an *index option* position,

the published *tracking error margin rate* for the spread between the *index* and the related *index participation units*, multiplied by the *market value* of the *index participation units* underlying the *index participation unit option* position or *index participation unit* position held.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

5756. - 5759. Reserved.

EXCHANGE-TRADED OPTIONS - FUTURES AND OPTIONS COMBINATIONS AND CONVERSIONS

5760. Long index futures contract - short call option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Long futures position		**Short option position**
(i)	*index futures contracts*	and	*index call option* based on the same *index*
(ii)	*index futures contracts*	and	*index participation unit call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options and futures contracts have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsection 5760(2).

(2) The minimum margin required is the greater of:

(i) (a) the *normal margin required* on the *index futures contract* position,

minus

(b) the *aggregate market value* of the short *call options*,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) For a client account offset as set out in subsection 5760(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5761. Long futures contracts - long put option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Long futures position		**Long option position**
(i)	*index futures contracts*	and	*index put option* based on the same *index*
(ii)	*index futures contracts*	and	*index participation unit put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options and futures contracts have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsections 5761(2) and 5761(3).

(2) Where the *put option* position is *out-of-the-money*, the minimum margin required is the greater of:

(i) the sum of:

(a) the *aggregate market value* of the long *put options*

plus

(b) the lesser of:

(I) (A) the daily settlement value of the *index futures contract* position,

minus

(B) the *aggregate exercise value* of the long *put options,*

(II) the margin required on the long futures contract position,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) Where the *put option* position is *in-the-money* or *at-the-money*, the minimum margin required is the greater of:

(i) any excess of the *aggregate market value* of the long *put options* over the *aggregate in-the-money* amount of the long *put options*,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the underlying *qualifying basket of index securities or* the *index participation units*.

(4) For a client account offset as set out in subsection 5761(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5762. Short futures contracts - long call option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Short futures position		**Long option position**
(i)	*index futures contracts*	and	*index call option* based on the same *index*
(ii)	*index futures contracts*	and	*index participation unit call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options and futures contracts have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsections 5762(2) and 5762(3).

(2) Where the *call option* position is *out-of-the-money*, the minimum margin required is the greater of:

(i) the sum of:

(a) the *aggregate market value* of the long *call options*

plus

(b) the lesser of:

(I) (A) the *aggregate exercise value* of the long *call options*,

minus

(B) the daily settlement value of the *index futures contract* position,

(II) the margin required on the short futures contract position,

and

(ii) the published *tracking error margin rate* for the spread between the *index future contracts* and the related *index* or the *index future contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) Where the *call option* position is *in-the-money* or *at-the-money*, the minimum margin required is the greater of:

(i) any excess of the *aggregate market value* of the long *call options* over the *aggregate in-the-money* amount of the long *call options*,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the underlying *qualifying basket of index securities or* the *index participation units*.

(4) For a client account offset as set out in subsection 5762(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5763. Short futures contracts - short put option combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Short futures position		**Short option position**
(i)	*index futures contracts*	and	*index put option* based on the same *index*
(ii)	*index futures contracts*	and	*index participation unit put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options and *futures contracts* have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsection 5763(2).

(2) The minimum margin required is the greater of:

(i) (a) the *normal margin required* on the *index futures contract* position,

minus

(b) the *aggregate market value* of the short *put options*,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) For a client account offset as set out in subsection 5763(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5764. Futures conversion or long tripo combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Long futures position	**Long option position**	**Short option position**
(i)	*index futures contracts* and	*index put option* based and on the same *index*	*index call option* based on the same *index*
(ii)	*index futures contracts* and	*index participation unit* and *put option* based on the same *index*	*index participation unit call option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options contracts have the same expiry date and the options and futures contracts have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsection 5764(2).

(2) The minimum margin required is the greater of:

(i) the sum of:

(a) the *aggregate market value* of the long *call options*,

minus

(b) the *aggregate market value* of the short *put options*,

plus

(c) the difference, plus or minus, between the daily settlement value of the long futures contracts and the *aggregate exercise value* of the long *put options* or the short *call options*, whichever is lower,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) For a client account offset as set out in subsection 5764(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5765. Reconversion or short tripo combination

(1) Where a *Dealer Member* inventory or client account contains one of the following exchange-traded futures contract and *exchange-traded option* contract combinations:

	Short futures position	**Long option position**	**Short option position**
(i)	*index futures contracts* and	*index call option* based and on the same *index*	*index put option* based on the same *index*
(ii)	*index futures contracts* and	*index participation unit* and *call option* based on the same *index*	*index participation unit put option* based on the same *index*

and *equivalent quantities* of each position in the combination are held and the options contracts have the same expiry date and the options and futures contracts have the same settlement date or can be settled in either of the two nearest contract months, the minimum margin required for the combination is calculated in accordance with subsection 5765(2).

(2) The minimum margin required is the greater of:

(i) the sum of:

(a) 100% of the *market value* of the long *call options*,

minus

(b) 100% of the *market value* of the short *put options*,

plus

(c) the difference, plus or minus, between the *aggregate exercise value* of the long *call options* or short *put options*, whichever is higher, and the daily settlement value of the short futures contracts,

and

(ii) the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities* underlying the *index option* position or the *index participation units* underlying the *index participation unit option* position.

(3) For a client account offset as set out in subsection 5765(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5766. - 5769. Reserved.

BASKET, PARTICIPATION UNIT AND FUTURES COMBINATIONS

5770. Long qualifying basket of index securities - short index participation units

(1) Where a *Dealer Member* inventory or client account contains the following combination:

	Long position		**Short position**
(i)	*qualifying basket of index securities*	and	*index participation units* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin is calculated in accordance with subsection 5770(2).

(2) The minimum margin required shall be the sum of:

(i) the published *tracking error margin rate*,

plus

(ii) the calculated *incremental basket margin rate* for the *qualifying basket of index securities*,

multiplied by the *market value* of the *index participation units*.

5771. Long index participation units - short qualifying basket of index securities

(1) Where a *Dealer Member* inventory or client account contains the following combination:

	Long position		**Short position**
(i)	*index participation units*	and	*qualifying basket of index securities* of the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin is calculated in accordance with subsection 5771(2).

(2) The minimum margin required shall be the sum of:

(i) the published *tracking error margin rate*, unless the long *index participation units* position is of size sufficient to be converted into a basket of *index securities* or a multiple thereof,

plus

(ii) the calculated *incremental basket margin rate* for the *qualifying basket of index securities*,

multiplied by the *market value* of the *index participation units*.

5772. Index futures contracts - qualifying baskets of index securities or index participation units

(1) Where a *Dealer Member* inventory or client account contains the following combination:

	Long (short) futures position		**Short (long) position**
(i)	*index futures contracts*	and	*qualifying basket of index securities* of the same *index*
(ii)	*index futures contracts*	and	*index participation units* based on the same *index*

and *equivalent quantities* of each position in the combination are held, the minimum margin is calculated in accordance with subsection 5772(2).

(2) Subject to additional margin requirements set out in subsection 5772(3), the minimum margin required shall be the published *tracking error margin rate* for the spread between the *index futures contracts* and the related *index* or the *index futures contracts* and the related *index participation units*, multiplied by the *market value* of the *qualifying basket of index securities or* the *index participation units* held.

(3) Where the combination involves a *qualifying basket of index securities* and the basket is imperfect, additional margin is required to be provided in the amount of the calculated *incremental basket margin rate* for the basket multiplied by the *market value* of the basket.

(4) For a client account offset as set out in subsection 5772(1), the *index futures contracts* must be excluded from the *domestic gross customer margin model*.

5773. - 5774. Reserved.

CROSS INDEX OFFSETS AND THE OPTIONAL USE OF THE STANDARD PORTFOLIO ANALYSIS METHODOLOGY

5775. Cross index offset combinations involving index products

(1) Offsets involving products based on two different indices are permitted provided:

(i) both indices qualify as an *index* as defined in subsection 5130(10),

(ii) there is significant performance correlation between the indices, and

(iii) *CIRO* has made available a published *tracking error margin rate* for cross *index* offsets involving the two indices.

Where offsets involving products based on two different indices are permitted the margin requirements set out in sections 5730 through 5772 may be used provided that any margin

requirement calculated shall be no less than the published *tracking error margin rate* for cross *index* offsets involving the two indices.

5776. Optional use of the Standard Portfolio Analysis methodology

(1) For a *Dealer Member* inventory account constituted exclusively of positions in *derivatives* listed at the Bourse de Montréal, the margin required may be the one calculated by the Standard Portfolio Analysis methodology using the margin interval calculated and the assumptions used by the Canadian Derivatives Clearing Corporation.

(2) For client accounts subject to the *domestic gross customer margin model* constituted exclusively of positions in *derivatives* listed at the Bourse de Montréal, the margin required may be the one calculated by the Standard Portfolio Analysis methodology using the margin interval calculated and the assumptions used by the Canadian Derivatives Clearing Corporation.

(3) If the *Dealer Member* selects the Standard Portfolio Analysis methodology, the margin requirements calculated under this methodology will supersede the requirements stipulated in these *Rules*.

(4) *CIRO* may restrict the application of this section 5776, if it considers continued use of the Standard Portfolio Analysis methodology to be inappropriate for *Dealer Member* or client margin requirements.

5777. - 5779. Reserved.

OVER-THE-COUNTER OPTIONS

5780. Long option positions

(1) The minimum *Dealer Member inventory margin* required for long *over-the-counter option* positions is:

(i) where the option's market price is less than $1.00, the *market value* of the option,

(ii) where the option's market price is $1.00 or more, and:

(a) the option is a *call option*, the *market value* of the *call option* less 50% of any excess of the *market value* of the *underlying interest* over the *aggregate exercise value* of the *call option*, or

(b) the option is a *put option*, the *market value* of the *put option* less 50% of any excess of the *aggregate exercise value* of the *put option* over the *market value* of the *underlying interest*.

(2) The minimum *client account margin* required for long *over-the-counter option* positions is the *market value* of the option.

5781. Short option positions

(1) Subject to subsection 5781(2), the minimum *Dealer Member inventory margin* and *client account margin* required for short *over-the-counter option* positions is:

(i) a percentage of the *market value* of the *underlying interest* determined using the following percentages:

(a) for debt options, the margin rate used for the *underlying interest* as determined in sections 5210 through 5241,

(b) for equity options, the margin rate used for the *underlying interest* as determined in section 5310 through 5315,

(c) for *index option*s or *index participation unit options*, the published *floating margin rate* for the *index* or *index participation unit* calculated according to the formula set out in section 5360,

(d) for currency options, *CIRO's* published spot risk margin rate for the currency calculated according to the formula set out in section 5460 through 5469,

minus

(ii) any *out-of-the-money* amount associated with the option.

(2) Subsection 5781(1) notwithstanding, the minimum *client account margin* required for short *over-the-counter option* positions shall be no less than the amount determined by multiplying:

(i) in the case of a short *call option* position, the *market value* of the *underlying interest*,

(ii) in the case of a short *put option* position, the *aggregate exercise value* of the option,

by 25% of the margin rate used for the *underlying interest*.

5782. Hedged option positions

(1) No margin is required for the following *over-the-counter option* and collateral position combinations held in *equivalent quantities* in a *Dealer Member* inventory or client account:

	Over-the-counter option position		**Acceptable collateral**
(i)	Short *call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*escrow receipt* evidencing the deposit of the *underlying security*
(ii)	Short *call option* with an equity, *index*, *index participation unit*, debt or currency *underlying interest*	and	*escrow receipt* evidencing the deposit of government *securities*

provided the conditions in subsection 5782(2) are met.

(2) For an *escrow receipt* to be acceptable collateral in subsection 5782(1) the issuer of the *escrow receipt* must be a financial institution approved by a *recognized option clearing corporation*.

(3) The requirements of this section 5782 apply, regardless of any otherwise available margin reduction or margin offset, in the following circumstance:

(i) where an *over-the-counter option* is written by a client that is not an *acceptable institution*, *acceptable counterparty* or *regulated entity*,

(ii) where the terms of the *over-the-counter option* require settlement by physical delivery of the *underlying interest*, and

(iii) where a margin rate less than 100% for the *underlying interest* has not been established under the *CIRO requirements*.

5783. Option spreads and combinations

(1) Except as otherwise provided in this section 5783, the same reduced margin offsets are permitted for *over-the-counter options* as are provided in sections 5730 through 5772 for *exchange-traded options*, provided that the *underlying interest* is the same.

(2) In the case of spreads involving European exercise *over-the-counter options*:

(i) a margin offset is permitted where the spread consists of long and short European exercise option contracts with the same expiration date, and

(ii) a margin offset is permitted where the spread consists of a short European exercise option and long American exercise option, however

(iii) a margin offset is not permitted where the spread consists of a long European exercise option and a short American exercise option.

5784. Confirmation, delivery and exercise

(1) The *Dealer Member* must confirm every *over-the-counter option* transaction in writing, by mail or delivery, on trade date.

(2) *Over-the-counter option* contract payments, settlement, exercise and delivery must be made according to the terms of the *over-the-counter option* contract.

5785. - 5789. Reserved.

FUTURES CONTRACTS AND FUTURES CONTRACT OPTIONS

5790. Minimum margin requirements

(1) Where a *Dealer Member* inventory or client account contains positions and offsets in futures contracts or futures contract options, the margin required is the greatest of:

(i) the margin required by the futures exchange on which the contract is entered into,

(ii) the margin required by the clearing corporation, and

(iii) the margin required by the *Dealer Member's* clearing broker, where applicable.

(2) Where a client in subsections 5790(1) or 5776(2) is an *acceptable institution*, *acceptable counterparty* or *regulated entity,* the *Dealer Member* must include the margin deficiency in the margin on client or brokers and dealers accounts when calculating its *risk adjusted capital*, as of the date the deficiency occurs, where the *Dealer Member*:

(i) does not promptly call for margin, or

(ii) has promptly made a call for margin, but has not received the required margin by the end of the next trading day after the date the deficiency occurs.

(3) Where a *Dealer Member* or a client, owns a commodity and also has a short position in a futures contract in the same commodity, the two positions may be offset and the required margin shall be computed with respect to the net long or net short position where:

(i) ownership of the commodity is evidenced by warehouse receipts or comparable documentation, and

(ii) the futures contract position is not subject to the *domestic gross customer margin model*.

(4) Where a futures exchange or its clearing corporation prescribes margin requirements based on initial and maintenance rates, the margin required at the time the contract is entered shall be based on the prescribed initial rate. When subsequent adverse price movements in the value of the contracts reduce the margin on deposit to an amount below the maintenance level, a further amount to restore the margin on deposit to the initial rate amount shall be required. The *Dealer Member* may, in addition, require such further margin or deposit against liability as it may consider necessary as a result of fluctuations in market prices from time to time.

(5) Where client trades are executed through an omnibus account, the *Dealer Member* shall require margin from each of its clients as though the trades were executed in separate fully disclosed accounts.

(6) Where spread margins are permitted in a client account, the *Dealer Member* shall note this in the margin *records* for this account.

(7) Where a *Dealer Member's* inventory account holds inter-commodity spreads in Government of Canada bond futures contracts and U.S. treasury bond futures contracts traded on a futures exchange in Canada and the United States and *equivalent quantities* of each position in the spread are held, the margin required is the greater of the margin required on either the long side or the short side only. For this purpose, the foregoing spreads shall be on the basis of $1.00 Canadian for each $1.00 U.S. of the contract size of the relevant futures contracts. With respect to the United States side of the above inter-commodity spreads, such positions must be maintained on a contract market as designated pursuant to the United States Commodity Exchange Act.

(8) *CIRO* may prescribe, in its discretion, higher or lower margin requirements for any account or *person* that holds positions in futures contracts or futures contract options.

5791. - 5799. Reserved.

RULE 5800 | ACCOUNT RELATED AGREEMENTS

5801. Introduction

(1) Rule 5800 sets out the specific *CIRO requirements* for the following account related agreements:

(i) *CIRO* standard agreements [section 5810],

(ii) account *guarantee* agreements [sections 5820 through 5825],

(iii) hedge agreements [section 5830],

(iv) cash and *securities* loan agreements [section 5840], and

(v) *repurchase agreements* and *reverse repurchase agreements* [section 5850].

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 5801 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 5801:

5801. Introduction

(1) Rule 5800 sets out the specific *CIRO requirements* for the following account related agreements:

(i) *CIRO* standard agreements [section 5810],

(ii) account *guarantee* agreements [sections 5820 through 5825], and

(iii) hedge agreements [section 5830].

5802. - 5809. Reserved.

5810. CIRO standard agreements

(1) *CIRO* prescribes certain contents for and has developed standard forms of, agreements that a *Dealer Member* must use in order to obtain favourable margin treatment, or avoid capital penalties, under Rules 5200 through 5900. These agreements are described in sections 5820 through 5850 below and, in the case of the standard form *new issue letter*, in section 5530. The standard agreements posted on *CIRO's* website are provided as agreement forms acceptable to *CIRO*.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 5810 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 5810:

5810. CIRO standard agreements

(1) *CIRO* prescribes certain contents for and has developed standard forms of, agreements that a *Dealer Member* must use in order to obtain favourable margin treatment under Rules 5200 through 5900. These agreements are described in sections 5820 through 5830 below and, in the case of the standard form *new issue letter*, in section 5530. The standard agreements posted on *CIRO's* website are provided as agreement forms acceptable to *CIRO*.

5811. - 5819. Reserved.

5820. General account guarantee requirements

(1) Subject to the requirements in sections 5821 and 5822, a *Dealer Member* may permit a client (the guarantor) to *guarantee* the accounts of another client provided:

(i) the *Dealer Member* informs the guarantor in writing of the initial contingent liability they will be assuming by signing the *guarantee* agreement,

(ii) the *Dealer Member* discloses to the guarantor in writing that the suitability of transactions in the guaranteed client's accounts will not be reviewed in relation to the guarantor,

(iii) the guarantor signs an approved written *guarantee* agreement with the *Dealer Member* that:

(a) identifies the guarantor by name,

(b) identifies the guarantor accounts that are to be used to provide the *guarantee*,

(c) identifies the accounts of the other client that are subject to the *guarantee*,

(d) binds the guarantor, its successors, assigns and personal legal representatives, and

(e) contains the minimum terms set out in subsection 5825(1),

(iv) the guaranteed client consents in writing to the *Dealer Member* providing the guarantor with the guaranteed client's account statements at least quarterly,

(v) where the guarantor does not object, the guarantor is sent the guaranteed client's account statements at least quarterly,

(vi) the guarantor's accounts that are not subject to a *futures segregation and portability customer protection regime* are not guaranteeing any accounts that are subject to a *futures segregation and portability customer protection regime,* and

(vii) the guarantor's accounts that are subject to a *futures segregation and portability customer protection regime* are not guaranteeing any accounts that are not subject to a *futures segregation and portability customer protection regime*.

(2) Where the guaranteed client does not consent to providing account statements, the *Dealer Member* must notify the guarantor in writing of the guaranteed client's refusal and that the *guarantee* agreement will not be accepted for margin reduction purposes.

5821. Requirements for account guarantees by shareholders, Registered Representatives or employees

(1) Section 5820 notwithstanding, a *Dealer Member* may only permit clients who are shareholders, *Registered Representatives* or *employees* of the *Dealer Member* to *guarantee* the accounts of another client:

(i) if:

(a) *CIRO* expressly approves the *guarantee* arrangement in writing,

(b) the *guarantee* agreement can only be cancelled with *CIRO's* written approval,

(c) the guarantor is not permitted to transfer cash, *securities* or any other property from the accounts of the guarantor without written approval from *CIRO*,

(d) the provisions of Schedule 4 of Form 1 continue to apply to the guaranteed client accounts regardless of the *guarantee*. Specifically, if the account has been restricted and subsequently fully margined, the *Dealer Member* will not conduct any trading in the account without *CIRO* approving the release of the *guarantee*,

or

(ii) if, in the case of a shareholder *guarantee*:

(a) there is public ownership of the *Dealer Member* or *holding company securities* held by the shareholder,

(b) the shareholder is not an *employee*, *Registered Representative* or *Executive* of the *Dealer Member*, and

(c) the shareholder does not hold a *significant equity interest* (defined in clause 2102(1)) of the *Dealer Member* or its *holding company*.

5822. Prohibited account guarantee arrangements

(1) A *Dealer Member* will not permit relief for *guarantees* in respect of accounts of *Executives*, *Directors*, shareholders, *Registered Representatives* or *employees*, by clients of the *Dealer Member*.

5823. Exception for immediate family

(1) Sections 5821 and 5822 do not apply to *guarantees* by members of the immediate family of the guaranteed account holder.

5824. Margin relief for guarantee agreements

(1) For account *guarantee* agreements entered into in compliance with the requirements of sections 5820 and 5821, the margin required for a client account that is guaranteed by another client may be reduced by any aggregate excess margin in the account of the guarantor.

(2) Subsection 5824(1) notwithstanding, a *Dealer Member* may only use a client *guarantee* for margin relief with respect to client accounts directly guaranteed by the guarantor.

(3) Subsection 5824(1) notwithstanding, margin relief is not permitted where a *guarantee* agreement is not confirmed by the guarantor in response to an annual audit confirmation request in accordance with the requirements set out in subsection 4185(1).

5825. Account guarantee agreement minimum terms

(1) An approved written agreement must contain the following minimum terms:

(i) the guarantor is jointly and severally liable for the client's obligations in the identified accounts and unconditionally guarantees, on an absolute and continuing basis, the prompt payment on demand of all the client's present and future liabilities in those accounts to the *Dealer Member*,

(ii) the *guarantee's* termination requires written notice to the *Dealer Member* and the termination does not affect the *guarantee* of any obligations incurred prior to it,

(iii) the *Dealer Member* is not required to demand from, or proceed or exhaust its remedies against, a client or any other *person*, or any *security* held to secure payment of the obligations, before making demand or proceeding under the *guarantee*,

(iv) the guarantor's liability shall not be released, discharged, reduced, limited or otherwise affected by:

(a) any right of set-off, counterclaim, appropriation, application or other demand or right the client or guarantor may have,

(b) any irregularity, defect, or informality in any obligation, document or transaction relating to the client or its accounts,

(c) any acts done, omitted, suffered or permitted by the *Dealer Member* in connection with the client, its accounts, the guaranteed obligations or any other *guarantees* or security held including any renewals, extensions, waivers, releases, amendments, compromises or indulgences agreed to by the *Dealer Member* and including the *Dealer Member* providing the client's account statements to the guarantor as permitted in clause 5820(1)(iv), or

(d) the death, incapacity, bankruptcy or other fundamental change of or affecting the client,

but if the guarantor is released from the *guarantee*, it must remain liable as principal debtor of the guaranteed obligations,

(v) the guarantor must:

(a) agree that the accounts as settled or stated between the *Dealer Member* and the client are conclusive as to the amounts owing, and

(b) agree not to exercise any rights of subrogation until all guaranteed obligations are paid in full, and

(vi) all *securities*, monies, futures contracts and futures contract options, foreign exchange contracts and other property held or carried by the *Dealer Member* for the guarantor must be pledged or a security interest granted in them to secure payment of the guaranteed obligations. The *Dealer Member* must be able to deal with those assets at any time, before or after demand under the *guarantee*, to satisfy payment.

5826. - 5829. Reserved.

5830. Hedge agreements

(1) In determining the margin relief available for a guaranteed client account pursuant to subsection 5824(1), a *Dealer Member* may exclude the following offsetting position hedges from the margin calculation:

	Long position		**Short position**
(i)	a long *security* position (other than an option, futures contract or foreign exchange contract position) held in the account of a guarantor that *guarantees* an account of another client of a *Dealer Member* in accordance with sections 5820 through 5825.	and	a short position in the same *security*, held in the guaranteed client account.
(ii)	a long *convertible security* position (including warrants, rights, shares and *installment receipts*) held in the account of a guarantor that *guarantees* an account of another client of a *Dealer Member* in accordance with sections 5820 through 5825.	and	a short position in the *underlying security*, held in the guaranteed client account.

(2) A *Dealer Member* must not accept a client account hedge for the purposes of subsection 5830(1), unless it obtains a written hedge agreement from the guarantor, in a form acceptable to *CIRO*, that:

(i) authorizes the *Dealer Member* to use any and all *securities*, other than options, futures contracts or foreign exchange contracts, held in long positions in the guarantor's account to hedge any and all short positions in the guaranteed client account to eliminate the margin required on those *securities* in the client account,

(ii) provides that if a *security* position that hedges a short position is sold and creates a margin deficiency in the guaranteed account, the guarantor agrees that the *Dealer Member* may restrict the guarantor's ability to withdraw cash or *securities* from its account or otherwise restrict the guarantor's ability to enter into transactions in that account until the deficiency has been rectified, and

(iii) provides that the guarantor agrees that the terms of the hedge agreement must remain in effect as long as any hedge positions between the two accounts remain in effect.

5831. - 5839. Reserved.

5840. Cash and securities loan agreements

(1) A cash and *securities* loan is the lending of *securities* for cash collateral or vice versa, other than an overnight cash loan.

(2) To avoid the margin penalties in Form 1 for cash and *securities* loan transactions, a *Dealer Member* must be party to a written agreement that contains the minimum terms set out in subsection 5840(3).

(3) This *written cash and securities loan agreement* must:

(i) set out the rights of each party to retain and realize on the *securities* delivered to it by the other party under the agreement if the other party defaults. These rights are in addition to other remedies in the agreement or available at law,

(ii) set out events of default,

(iii) provide for treatment of the *securities* or collateral value held by the non-defaulting party that is over the amount owed by the defaulting party, and

(iv) either:

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral *securities*.

(4) If the parties agree to a secured loan as provided in sub-clause 5840(3)(iv)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(5) Whether the parties rely on set off or agree to a secured loan as provided in clause 5840(3)(iv), the *written cash and securities loan agreement* must provide for the *securities* borrowed and loaned to be free and clear of any trading restrictions under *applicable laws*, and signed for transfer.

5841. - 5849. Reserved.

5850. Repurchase agreements and reverse repurchase agreements

(1) To avoid the margin penalties in Form 1 for *repurchase agreement* and *reverse repurchase agreement* transactions, a *Dealer Member* must be party to a written agreement that contains the minimum terms set out in subsection 5850(2).

(2) A written agreement for *repurchase agreement* transaction/*reverse repurchase agreement* transaction must:

(i) set out the rights of each party to retain and realize on the *securities* delivered to it by the other party under the agreement if the other party defaults. These rights are in addition to other remedies in the agreement or available at law,

(ii) set out events of default,

(iii) provide for treatment of the *securities* or collateral value held by the non-defaulting party that is over the amount owed by the defaulting party, and

(iv) either:

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral *securities*.

(3) If the parties agree to the agreement as provided in sub-clause 5850(2)(iv)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(4) Whether the parties rely on set off or agree to a secured loan as provided in clause 5850(2)(iv), the written agreement for *repurchase agreement* transaction/*reverse repurchase agreement* transaction must provide for the sold or purchased *securities* to be free and clear of any trading restrictions under *applicable laws*, and signed for transfer.

5851. - 5899. Reserved.

In CIRO Bulletin 25-0277, we propose repealing IDPC Rule sections 5840 and 5850 which, once approved, would leave the following sections reserved:

5831. - 5899. Reserved.

RULE 5900 | AGREEMENT RELATED MARGIN REQUIREMENTS

5901. Introduction

(1) The general margin requirements for call loan, cash and *securities* loan, *repurchase agreements* and *reverse repurchase agreements* that are entered into between a *Dealer Member* and a counterparty client are set out in Form 1. Rule 5900 sets out specific margin requirements that apply to *securities* loan, *repurchase agreements* and *reverse repurchase agreements* where, amongst other things, the compensation, price differential, fee, commission of other financing charge to be paid in connection with the agreement is calculated according to a fixed rate.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 5901 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 5901:

5901. Introduction

(1) The general margin requirements for call loan, *cash loan*, *securities loan*, *repurchase agreements* and *reverse repurchase agreements* that are entered into between a *Dealer Member* and a counterparty client are set out in Form 1. Rule 5900 sets out specific margin requirements that apply to *cash loan*, *securities loan*, *repurchase agreements* and *reverse repurchase agreements* where, amongst other things, the compensation, price differential, fee, commission of other financing charge to be paid in connection with the agreement is calculated according to a fixed rate.

5902. Definitions

(1) The following term has the meaning set out below when used in the Rule:

"fixed rate" « taux fixe »	A rate expressed as a price, decimal, or percentage per year or expressed in another manner that does not vary until the termination of the relevant agreement.

5903. Margin requirements for securities loan, repurchase agreements, and reverse repurchase agreements with term risk

(1) Despite any margin requirement set out in Form 1 regarding a *securities* loan, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirement for unhedged agreement positions is as follows:

Position	Special conditions	Margin required
Unhedged position		
Securities loan, *repurchase agreement*, or *reverse repurchase agreement*	▪ the obligation to repurchase, resell or terminate the loan is outstanding for more than five *business days*, ▪ the date of repurchase, resale, or termination of a loan is decided at the time	The minimum *Dealer Member inventory margin* required for any unhedged term risk shall be determined by multiplying: (i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining term of the

Position	Special conditions	Margin required
Unhedged position		
	of entering into the transaction, ▪ the amount of any compensation, price differential, fee, commission, or other financing charge to be paid in connection with the repurchase, resale, or loan is calculated according to a *fixed rate*, and ▪ the *Dealer Member* must perform the calculations daily and make full provision for any principal and return of capital then payable, and for all accrued interest, dividends, or other distributions on *securities* used as collateral.	loan / agreement, as set out in section 5210(1)(i), by (ii) the loan / agreement *market value*.

(2) Despite any margin requirement set out in Form 1 regarding a *securities* loan, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirements for offsets involving agreement positions is as follows:

Position	Special conditions	Margin required
Offsetting positions		
Securities loan versus *securities* loan **or** *Repurchase agreement* versus *reverse repurchase agreement*	▪ the date of repurchase, resale, or termination of a loan **is less than one year** away for each of the offsetting positions, ▪ the offsetting positions are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	The minimum *Dealer Member inventory margin* required for any residual offset term risk is the difference between the unhedged margin calculated for the two loan / agreement positions pursuant to subsection 5903(1)
Securities loan versus *securities* loan **or**	▪ the date of repurchase, resale, or termination of a loan **is greater than or equal**	The minimum *Dealer Member inventory margin* required for any residual offset term risk shall be determined by multiplying:

Position	Special conditions	Margin required
Offsetting positions		
Repurchase agreement versus *reverse repurchase agreement*	**to one year** away for each of the offsetting positions, ▪ the offsetting positions are in the same maturity band for margin purposes and are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	(i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining terms of the loans / agreements, as set out in section 5210(1)(i), by (ii) the net *market value* of the two loans / agreements.

In CIRO Bulletin 25-0277, we propose repealing and replacing the IDPC Rule section 5903 with the following, which, once approved, we will incorporate into the CIRO Rules to replace section 5903:

5903. Margin requirements for cash loan, securities loan, repurchase agreements, and reverse repurchase agreements with term risk

(1) Despite any margin requirement set out in Form 1 regarding a *cash loan*, *securities loan*, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirement for unhedged agreement positions is as follows:

Position	Special conditions	Margin required
Unhedged position		
Cash loan and *securities loan* agreements where cash is received or delivered to the *Dealer Member*, *repurchase agreement*, or *reverse repurchase agreement*	▪ the obligation to repurchase, resell or terminate the loan is outstanding for more than five *business days*, ▪ the date of repurchase, resale, or termination of a loan is decided at the time of entering into the transaction, ▪ the amount of any compensation, price differential, fee, commission, or other financing charge to be paid in connection with the repurchase, resale, or loan is calculated according to a *fixed rate*, and ▪ the *Dealer Member* must perform the calculations	The minimum *Dealer Member inventory margin* required for any unhedged term risk shall be determined by multiplying: (i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining term of the loan / agreement, as set out in section 5210(1)(i), by (ii) the loan / agreement *market value*.

	daily and make full provision for any principal and return of capital then payable, and for all accrued interest, dividends, or other distributions on *securities* used as collateral.	

(2) Despite any margin requirement set out in Form 1 regarding a *cash loan*, *securities loan*, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirements for offsets involving agreement positions is as follows:

Position	Special conditions	Margin required
Offsetting positions		
Cash loan or *securities loan* agreement where cash is received or delivered to the *Dealer Member*, versus *cash loan* or *securities loan* **or** *Repurchase agreement* versus *reverse repurchase agreement*	▪ the date of repurchase, resale, or termination of a loan **is less than one year** away for each of the offsetting positions, ▪ the offsetting positions are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	The minimum *Dealer Member inventory margin* required for any residual offset term risk is the difference between the unhedged margin calculated for the two loan / agreement positions pursuant to subsection 5903(1)
Cash loan or *securities loan* agreement where cash is received or delivered to the *Dealer Member*, versus *cash loan* or *securities loan* **or** *Repurchase agreement* versus *reverse repurchase agreement*	▪ the date of repurchase, resale, or termination of a loan **is greater than or equal to one year** away for each of the offsetting positions, ▪ the offsetting positions are in the same maturity band for margin purposes and are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	The minimum *Dealer Member inventory margin* required for any residual offset term risk shall be determined by multiplying: (i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining terms of the loans / agreements, as set out in section 5210(1)(i), by (ii) the net *market value* of the two loans / agreements.

5904. - 5999. Reserved.

6000. – 6999. Reserved.

SERIES 7000 | DEBT MARKETS AND INTER-DEALER BOND BROKERS RULES

RULE 7100 | DEBT MARKETS

7101. Introduction

(1) Rule 7100 establishes trading and settlement practices to promote fair and efficient *debt securities* markets. Unless expressly indicated, Rule 7100 makes no distinction between institutional and retail markets.

(2) For greater certainty, the provisions set forth in Rule 7100 shall not be construed to abrogate or derogate from any other provision of general applicability found elsewhere within *CIRO requirements*.

(3) Rule 7100 is divided into the following parts:

Part A - General
[sections 7102 and 7103]

Part B - Debt market trading
[sections 7104 through 7113]

PART A - GENERAL

7102. General requirements

(1) A *Dealer Member* must ensure that its trading in the *debt securities* markets does not contravene any *applicable laws*, regulation, direction, or requirement, whether or not such requirement is binding or has the force of law, including without limitation the directions or requirements of the Bank of Canada or the Department of Finance (Canada).

(2) A *Dealer Member* must not condone or knowingly facilitate conduct by its *affiliates*, clients, or counterparties that contravenes Rule 7100.

7103. Policies and procedures

(1) A *Dealer Member*'s policies and procedures must specifically address trading and conduct in the *debt securities* market to provide reasonable assurance of compliance with *securities laws* and *CIRO requirements*.

(2) A *Dealer Member*'s policies and procedures must specifically address the following items for the *debt securities* markets:

(i) restrictions of, and controls over, trading in *non-client accounts*,

(ii) a prohibition on the use of inside information,

(iii) a prohibition of front-running,

(iv) standards for fair allocation of new issues among clients,

(v) standards for prompt and accurate disclosure to clients and counterparties if any conflict of interest arises, and

(vi) for *retail client* accounts:

(a) written policies or guidelines issued to its *Registered Representatives* on the *Dealer Member's* mark-ups, mark-downs and commissions on *debt securities* sold to clients or purchased from clients, and

(b) reasonable monitoring procedures to detect mark-ups, mark-downs or commissions that exceed the maximums specified by the *Dealer Member*, and to ensure any deviation is justified.

(3) An *Executive* responsible for the appropriate business group of the *Dealer Member* must approve the policies, procedures and *internal controls* referred to in section 7103.

(4) A *Dealer Member* must regularly review its policies and procedures to ensure they are appropriate for the size, nature, and complexity of the *Dealer Member's* business.

PART B - DEBT MARKET TRADING

7104. Trading personnel

(1) A *Dealer Member* must ensure that all personnel trading in the *debt securities* markets are:

(i) properly qualified and trained, and

(ii) aware of *CIRO requirements* and *applicable laws* relating to *debt securities* market trading.

(2) A *Dealer Member* must ensure that its personnel use clear and unambiguous language in their trading activities.

(3) A *Dealer Member's* personnel must be familiar with the appropriate trading terminology and conventions.

(4) A *Supervisor* in the appropriate business group of the *Dealer Member* must supervise its trading activities.

7105. Confidentiality

(1) Except with the express permission of the party concerned or as required by *applicable laws*, a *Dealer Member*:

(i) must ensure that its dealings with clients and counterparties are confidential,

(ii) must not disclose or discuss, or request that others disclose or discuss, any client's or counterparty's participation in the *debt securities* markets or the terms of any trading or anticipated trading, and

(iii) must ensure on a pre-trade basis that its own trading activities and planning strategies are kept confidential for market integrity purposes.

(2) A *Dealer Member's* policies and procedures relating to *debt securities* must specifically address:

(i) restricting access to confidential information to the personnel that require it for their jobs,

(ii) confining trading by designated personnel to restricted-access office areas, and

(iii) using secure forms of communications and technology.

(3) A *Dealer Member* that is a *Government Securities Distributor* (defined in section 7202) must comply with requests for information from the Bank of Canada.

7106. Resources and systems

(1) A *Dealer Member* must have sufficient capital, liquidity support, and personnel to support its trading activities.

(2) A *Dealer Member* must have comprehensive operating systems, including all aspects of risk management, transaction valuation, technology, and financial reporting to ensure full support for trading.

7107. Conflicts of interest

(1) A *Dealer Member* must ensure that its dealings in *debt securities* markets are fair and transparent.

(2) A *Dealer Member* must fulfill its duties to clients before its own interests or those of its personnel.

7108. Duty to deal fairly

(1) A *Dealer Member* must observe high standards of ethics and conduct in transacting business to maintain investor confidence in the *debt securities* markets.

(2) A *Dealer Member* must prohibit any business conduct or practice that is unbecoming or detrimental to the public interest.

(3) A *Dealer Member* must act fairly, honestly, and in good faith when marketing, entering into, carrying out, and administering trades in the *debt securities* markets.

7109. Manipulative and deceptive practices in the debt markets

(1) In its trading activities in the *debt securities* markets, a *Dealer Member* must not, directly or indirectly, engage or participate in any act, method or practice it knows or ought reasonably to know is manipulative or deceptive.

(2) Without limiting the conduct prohibited by Rule 7100, the following are manipulative or deceptive practices:

(i) carrying out trades intended to artificially increase trading volumes,

(ii) carrying out trades intended to artificially change trading prices,

(iii) participating in or tacitly consenting to spreading rumours or information about issuers that are known, or ought reasonably to be known, to be false or misleading,

(iv) disseminating any information that falsely states or implies governmental approval of any institution or trading, or

(v) conspiring or colluding with another market participant to manipulate or unfairly deal in the *debt securities* markets.

7110. Taking unfair advantage

(1) A *Dealer Member* must not engage in trading practices that take unfair advantage of clients or counterparties by:

(i) acting on knowledge of a new issue or client order to unfairly profit from the expected market movement or distorted market levels,

(ii) carrying out proprietary trades ahead of client orders on the same side of the market without first disclosing to the client the intention to do so and obtaining the client's approval,

(iii) profiting unfairly by using proprietary information that if released could reasonably be expected to affect market prices,

(iv) using material non-public information,

(v) abusing market procedures or conventions to obtain an unfair advantage over, or unfairly prejudice, its counterparties or clients, or

(vi) completing a trade when the price is clearly outside of the prevailing market and proposed or agreed to as a result of a manifest error.

7111. Derivatives trading

(1) The prohibitions in sections 7109 and 7110 apply to trading in *derivatives* of *debt securities*.

7112. Prohibited practices

(1) A *Dealer Member* must not accept any order or carry out any trade where the *Dealer Member* knows, or has reasonable grounds to believe, the result would contravene *CIRO requirements* or any *applicable laws*.

(2) An *Approved Person* or *employee* of a *Dealer Member* must not accept any material consideration, including *remuneration*, gratuity or benefit, from any *person* other than the *Dealer Member* for any activities conducted on behalf of a client, except as specified under subsections 2302(3) or 2551(8).

(3) A *Dealer Member* must not offer any consideration, including *remuneration*, gratuity, or benefit, to any partner, director, officer, employee, agent or shareholder of a client or any *associate* of such *persons*, unless the prior written consent of the client has been obtained.

(4) Consideration that is non-monetary, of minimal value and infrequent such that it will not cause a reasonable person to question whether it created a conflict of interest is not consideration under subsections 7112(2) and 7112(3).

7113. Surveillance and reporting

(1) A *Dealer Member* must monitor the trading and conduct of its *employees* and *agents* in the *debt securities* markets.

(2) A *Dealer Member* must promptly report to *CIRO* or other authority having jurisdiction, including the Bank of Canada:

(i) any breaches of *CIRO requirements*, or

(ii) suspicious or irregular market conduct.

(3) When requested by *CIRO* or the Bank of Canada (with respect to Government of Canada *securities*), a *Dealer Member* and any *related company* must disclose, on a confidential basis, the respective par value of each of its holdings in certain specified assets, in the form prescribed by the Bank of Canada (also known as a "Net Position Report"). On request, a *Dealer Member* must also provide any other information to identify large

holdings that would permit a participant to have undue influence over the *debt securities* markets.

7114. – 7199. Reserved.

RULE 7200 | TRANSACTION REPORTING FOR DEBT SECURITIES

7201. Introduction

(1) Rule 7200 sets out the requirements for *Dealer Members* to report their own transactions (and the transactions of any *affiliate* that is a *Government Securities Distributor* (defined in section 7202)) in *debt securities (*including *repurchase agreement* transactions or *reverse repurchase agreement* transactions) to *CIRO* through a system maintained by *CIRO*.

(2) The reported transaction data required by Rule 7200 is used in *CIRO's* surveillance of the *debt securities* market to identify potential market abuses such as violations of the fair pricing requirements of section 3125, insider trading and market manipulation. It also supports *CIRO's* general inspection and enforcement activities, rulemaking, and other regulatory functions. The trade data received pursuant to Rule 7200 enables appropriate oversight to ensure the integrity of over-the-counter *debt securities* market trading and strengthen standards of investor protection.

(3) For the purposes of Rule 7200, the fact that a *security* was issued in another country or denominated in a foreign currency does not disqualify it from being a *debt security*.

7202. Definitions

(1) The following terms have the meaning set out below when used in Rule 7200:

"authorized agent" (*mandataire autorisé*)	A *Dealer Member* or other business entity that has successfully enrolled with *CIRO* under section 7205 to submit *debt securities* transaction reports on behalf of *Dealer Members*.
"CUSIP" (*CUSIP*)	Committee on Uniform Securities Identification Procedures.
"file receipt" (*reçu de fichier*)	An electronic acknowledgement that confirms the transaction reporting data file has been successfully transmitted.
"Government Securities Distributor" (*distributeur de titres d'État*)	An entity that has been given notice of its status as such by the Bank of Canada and applies to those bidders eligible to participate directly in the tender process at Government of Canada auctions.
"ISIN" (*ISIN*)	International Securities Identification Number.
"MTRS 2.0" (*SEROM 2.0*)	The Market Trade Reporting System operated by *CIRO* for reporting *debt securities* transactions.
"MTRS 2.0 Enrollment Form" (*formulaire d'adhésion au SEROM 2.0*)	The form filed by a *Reporting Dealer Member* with *CIRO* to supply contact and other information that may be needed by *CIRO* in connection with the *Reporting Dealer Member's* reporting of *debt securities* transactions. An MTRS 2.0 Enrollment Form must also be filed by any party seeking to act as an *authorized agent* for a *Reporting Dealer Member* in reporting transaction data to *MTRS 2.0*.
Reporting Dealer Member (*courtier membre déclarant*)	A *Dealer Member* who is required to report transactions in *debt securities* under subsection 7203(1).

"riskless principal trade" (*opération pour compte propre sans risque*)	A trade in a *debt security* that involves two offsetting orders (buy and sell) that are filled through transactions executed against a *Reporting Dealer Member's* trading or other proprietary account, with the execution of one of the orders dependent upon the receipt or execution of the other. A riskless principal trade results in two offsetting principal transactions on the *Reporting Dealer Member's* books, rather than one agency transaction. A *Reporting Dealer Member* typically performs a riskless principal trade to fill a client order with an offsetting transaction in the market or with another client.
"special condition indicator" (*indicateur de condition spéciale*)	A code used on a transaction report to indicate that the transaction has certain attributes. Among other uses, the special condition indicator helps to identify transactions that may be priced differently than other transactions in the same issue (for instance, a primary market transaction subject to a fixed price offering agreement). Special condition indicators are also used to identify *repurchase agreement* transactions, transactions that involve parties related to the *Reporting Dealer Member* executing the transaction, and certain other conditions that may apply to a transaction and that are relevant to the regulatory and market surveillance purposes of Rule 7200.

7203. Reporting requirements

(1) A *Dealer Member* must report to *CIRO*:

(i) where the *Dealer Member* is an *Investment Dealer Member*, each of its transactions, and those of any *affiliate* that is a *Government Securities Distributor*, in *debt securities* (including *repurchase agreement* transactions or *reverse repurchase agreement* transactions), and

(ii) where the *Dealer Member* is a *Mutual Fund Dealer Member*, each of its *repurchase agreement* transactions or *reverse repurchase agreement* transactions involving *debt securities*, and those of any *affiliate* that is a *Government Securities Distributor*, unless the *affiliate* is already subject to reporting obligations in clause 7203(1)(i),

within the timeframes and in the manner specified in Rule 7200, subject to the exceptions stated below in subsection 7203(2).

(2) The following must not be reported under subsection 7203(1):

(i) a transaction in *debt securities* that have no *ISIN* or *CUSIP* number assigned on the date of trade execution, except that, if that transaction is a new issue of a *debt security*, it shall be reported within the timeframe stated in clause 7204(1)(ii),

(ii) a transaction in exchange listed *debt securities* executed on a *Marketplace* that transmits to *CIRO* trade information required under National Instrument 23-101,

(iii) a transaction between two separate business units or profit centres within the *Reporting Dealer Member* where there is no change in *beneficial ownership*,

(iv) a *repurchase agreement* transaction or *reverse repurchase agreement* transaction executed by a *Reporting Dealer Member* that is not a *Government Securities Distributor*,

(v) a transaction in which the Bank of Canada or the Bank of Canada on behalf of the Government of Canada is the counterparty, and

(vi) a transaction, other than a *repurchase agreement* transaction or *reverse repurchase agreement* transaction, executed by an *affiliate* that is a *Government Securities Distributor* only for Government of Canada treasury bills, in a *debt security* with an original term to maturity of greater than one year.

(3) Reporting responsibilities in the most common situations are as follows:

(i) in a transaction between a *Reporting Dealer Member* and a client or non-client, the *Reporting Dealer Member* reports,

(ii) in a transaction between a *Reporting Dealer Member* and an *inter-dealer bond broker* or issuer, the *Reporting Dealer Member* reports, and

(iii) in a transaction between a *Reporting Dealer Member* and an Alternative Trading System, the *Reporting Dealer Member* must report. In a transaction between an Alternative Trading System and a client, the Alternative Trading System reports.

(4) A *Reporting Dealer Member* may use an *authorized agent* to submit transactions to *MTRS 2.0*. A *Reporting Dealer Member* utilizing an *authorized agent* for transaction reporting remains responsible for compliance with Rule 7200.

(5) A *Reporting Dealer Member* is required to obtain a *Legal Entity Identifier* and must comply with all applicable requirements imposed by the *Global Legal Entity Identifier System*.

(6) Transaction reports made under subsection 7203(1) must accurately and completely reflect the reported transaction and must contain the following data elements relevant to a bond or *repurchase agreement* transaction or *reverse repurchase agreement* transaction, as applicable:

No.	**Data**	**Description**
1.	SECURITY IDENTIFIER	The *ISIN* number or *CUSIP* number assigned to the *securities* in the transaction
2.	SECURITY IDENTIFIER TYPE	The type of identifier that was submitted, *ISIN* or *CUSIP*
3.	TRADE IDENTIFIER	Unique identifier assigned to the transaction by the *Reporting Dealer Member*
4.	ORIGINAL TRADE IDENTIFIER	Included on trade cancelations or corrections
5.	TRANSACTION TYPE	Indicates whether the transaction is new, a cancelation, or a correction
6.	EXECUTION DATE	The day the transaction was executed
7.	EXECUTION TIME	The time at which the transaction was executed, either as recorded by an electronic trading system or time of entry into a trade booking system
8.	SETTLEMENT DATE	The date the transaction is reported to settle
9.	TRADER IDENTIFIER	Assigned by the *Reporting Dealer Member* to identify the *individual*/desk responsible for the transaction

No.	**Data**	**Description**
10.	REPORTING DEALER IDENTIFER	The *Legal Entity Identifier* of the *Reporting Dealer Member*
11.	COUNTERPARTY TYPE	Indicates whether the counterparty was a client, non-client, a *Reporting Dealer Member*, a *Reporting Dealer Member* acting as an Alternative Trading System, an *inter-dealer bond broker* (IDBB), an issuer or a bank
12.	COUNTERPARTY IDENTIFIER	The *Legal Entity Identifier* of the counterparty, when the counterparty is a *Reporting Dealer Member*, bank, *inter-dealer bond broker* (IDBB), or Alternative Trading System. Bank trades are defined as trades with a Schedule I, II or III Bank.
13.	CLIENT ACCOUNT TYPE	Indicates whether the client is a *retail client* or an *institutional client*. This field must be populated if the counterparty type is 'client'
14.	CLIENT LEI	The *Legal Entity Identifier* of the client supervised as an *institutional client.*
15.	CLIENT ACCOUNT IDENTIFIER	The account number of the client supervised as a *retail client*.
16.	INTRODUCING/ CARRYING DEALER INDICATOR	Indicates whether the *Reporting Dealer Member* acted in the capacity of an *introducing broker* or *carrying broker*
17.	ELECTRONIC EXECUTION INDICATOR	Indicates if the transaction was executed on or facilitated through an electronic trading venue
18.	TRADING VENUE IDENTIFER	The *Legal Entity Identifier* of the electronic trading venue
19.	SIDE	All transactions are to be reported from the counterparty's perspective
20.	QUANTITY	Par value of *securities*
21.	PRICE	The price at which the transaction was executed, including any mark-ups or mark-downs or commission
22.	BENCHMARK SECURITY IDENTIFIER	The *ISIN* or *CUSIP* of the bond used as pricing benchmark (if any)
23.	BENCHMARK SECURITY IDENTIFIER TYPE	The type of identifier that was submitted, *ISIN* or *CUSIP*
24.	YIELD	The yield as stated on the client confirmation
25.	COMMISSION	For *retail client* transactions, the total amount of any mark-up or mark-down, commission or other services charges as stated on the client confirmation
26.	CAPACITY	Indicates whether the *Reporting Dealer Member* acted as principal or agent (*riskless principal trades* reported as principal)

No.	Data	Description
27.	PRIMARY MARKET	*Special condition indicator* to indicate that the transaction is being submitted by an underwriter of a new issue of *debt securities* and that, at the time of the transaction, the *securities* were subject to a fixed price offering agreement. "Take-down" allocations from a syndicate manager to syndicate members are included in this designation as well as customer allocations by any member of the underwriting group subject to a fixed price offering agreement at the time of trade
28.	RELATED PARTY INDICATOR	*Special condition indicator* to indicate that the counterparty is an *affiliate* of the *Reporting Dealer Member*
29.	NON RESIDENT INDICATOR	*Special condition indicator* to indicate that the transaction is one with a non-resident counterparty
30.	FEE BASED ACCOUNT INDICATOR	*Special condition indicator* to indicate that the transaction is for a *retail client* account paying non-transaction-based fees as partial or full *remuneration* for the *Reporting Dealer Member's* transaction execution services
Elements specific to *repurchase agreement* transactions or *reverse repurchase agreement* transactions:		
No.	**Data**	**Description**
31.	REPO AGREEMENT IDENTIFIER	Unique identifier assigned to the transaction by the *Reporting Dealer Member*
32.	TRANSACTION TYPE	Indicates whether the Repo is new, a cancelation, a correction, an update, or a fail
33.	REPO TYPE	Indicates whether the transaction was conducted as part of a *repurchase agreement*, a *reverse repurchase agreement*, a sell/buy-back, or a buy/sellback. Repo Type is reported from the *Reporting Dealer Member's* perspective
34.	REPO TERM	Indicates whether the transaction has fixed term or is an open term. May indicate whether the transaction is evergreen or extendable.
35.	REPO MATURITY DATE	The maturity date if the transaction has a fixed term
36.	CURRENCY OF REPO	The currency denomination of the cash payment used for the initial purchase of the *security* in a *repurchase agreement* or *reverse repurchase agreement*
37.	REPO RATE	The transaction interest rate. If the interest rate is not a term of the contract, then it is the interest rate implied by the difference between the sale (purchase) price and its repurchase (resale) price

No.	Data	Description
38.	REPO HAIRCUT	The haircut applied to the transaction. If the haircut is not a term of the contract, then it is the haircut implied by the disparity between the purchase price and the *market value* of the *security* at the time of initial purchase
39.	REPO COLLATERAL SECURITY TYPE	Where the *Reporting Dealer Member* is aware of the collateral being used, indicates the type of identifier that was submitted for a single *security*, (*ISIN* or *CUSIP)*, or if transaction is for multiple *securities*. Where the *Reporting Dealer Member* is not aware of the collateral being used, indicates general collateral.
40.	REPO COLLATERAL SECURITY IDENTIFER	The *ISIN* or *CUSIP* number of the *security* underlying a transaction at the beginning of the agreement if a single *security* is used as collateral
41.	CLEARING HOUSE	If the transaction was centrally cleared, the *Legal Entity Identifier* of the central clearing house
42.	TRI-PARTY REPO INDICATOR	Indicates whether the transaction is a tri-party repo.

(7) The *Reporting Dealer Member* must ensure that the registration status of its *Legal Entity Identifier* has not lapsed.

7204. Reporting timeframes

(1) A *Reporting Dealer Member* must ensure that a transaction report for which the *Reporting Dealer Member* is responsible is received by *CIRO* in proper form and with complete and accurate information within the following timeframes:

(i) for transactions in *debt securities* with *ISIN* or *CUSIP* Numbers assigned on the date of trade execution:

(a) if the date of trade execution is a *business day* and the time of transaction execution is no later than 4:00 p.m., the report must be made no later than 10:00 p.m. on the same *business day* as the date of trade execution,

(b) if the date of trade execution is a *business day* and the time of transaction execution is after 4:00 p.m., the report:

(I) may be made by 10:00 p.m. on the same *business day* as the date of the transaction execution, and

(II) must be made no later than 10:00 p.m. on the first *business day* following the date of trade execution, and

(c) for all other transactions, including those executed on a Saturday, Sunday, or any officially recognized Federal or Provincial statutory holiday on which the system is closed, the report must be made no later than 10:00 p.m. on the first *business day* following the date of trade execution,

provided, however, that:

(ii) for transactions in new issue *debt securities* with no *ISIN* or *CUSIP* number assigned, a transaction report required under clause 7203(2)(i) must be made:

(a) where the *ISIN* or *CUSIP* is assigned before 4:00 p.m., no later than 10:00 p.m. on the same *business day* that the *ISIN* or *CUSIP* number is assigned,

(b) where the *ISIN* or *CUSIP* is assigned after 4:00 p.m., no later than 10:00 p.m. on the first *business day* following the day that the *ISIN* or *CUSIP* was assigned.

(2) Upon a successful submission and receipt by *CIRO* of transaction reports, *MTRS 2.0* provides the submitter with *file receipts*, which must be retained by the *Reporting Dealer Member*:

(i) in a central, readily accessible place for a period of two years from the date of each *file receipt*, and

(ii) in any location from which the *file receipts* may be retrieved within a reasonable period of time for a period of seven years from the date of each *file receipt*.

7205. Enrollment requirements

(1) A *Reporting Dealer Member* or *authorized agent* that will submit *debt securities* transaction reports to *MTRS 2.0* must enroll in *MTRS 2.0* and receive file submission credentials from *CIRO* by completing the *MTRS 2.0 Enrollment Form* with all required information, including technical and business contact points.

(2) Once enrolled, *Reporting Dealer Members* remain responsible for keeping all information on the *MTRS 2.0 Enrollment Form* up to date.

7206. – 7299. Reserved.

RULE 7300 | INTER-DEALER BOND BROKERS

7301. Introduction

(1) Rule 7300 describes *CIRO requirements* for *inter-dealer bond brokers* used by *Investment Dealer Member*s. Its purposes are to ensure the financial viability of *inter-dealer bond brokers* and make the *debt securities* market more efficient.

(2) Rule 7300 is divided into the following parts:

Part A - General requirements
[section 7303]

Part B - Requirements for inter-dealer bond broker approval and continued approval
[sections 7304 and 7305]

Part C - Changes to CIRO requirements for inter-dealer bond brokers
[section 7306]

7302. Definitions

(1) The following terms have the meaning set out below when used in Rule 7300:

"domestic debt securities" (*titres de créance canadiens*)	Canadian dollar denominated *debt securities* issued or primarily traded in Canadian markets, whether issued by the Government of Canada, a province, a municipality, a crown corporation, or a private sector corporation, and includes *securities* being traded on a "when issued" basis. Eurodollar *debt securities* are not *domestic debt securities*.
"information processor" (*agence de traitement de l'information*)	Any *person* that receives and provides information under National Instrument 21-101 and has filed a Form 21-101F5 and, in Québec, that is a recognized information processor.
"inter-dealer bond broker client" (*participant du courtier intermédiaire en obligations*)	A *person* permitted by an *inter-dealer bond broker* to use its services to trade *domestic debt securities*.
"inter-dealer bond broker trader" (*négociateur par courtier intermédiaire en obligations*)	An *individual* supervised or controlled by an *inter-dealer bond broker client*, either through an employee or other similar relationship, who is authorized by the *inter-dealer bond broker client* to use the *inter-dealer bond broker* to buy or sell *domestic debt securities* for that *inter-dealer bond broker client*.

PART A - GENERAL REQUIREMENTS

7303. Investment Dealer Members must trade through a CIRO approved inter-dealer bond broker

(1) An *Investment Dealer Member* that trades *domestic debt securities* through the facilities of an *inter-dealer bond broker* must do so through a *CIRO* approved *inter-dealer bond broker*. Trades must comply with the *inter-dealer bond broker's* operating procedures and *CIRO requirements*.

PART B - REQUIREMENTS FOR INTER-DEALER BOND BROKER APPROVAL AND CONTINUED APPROVAL

7304. Eligibility of inter-dealer bond broker for CIRO approval

(1) An applicant for *CIRO* approval as an *inter-dealer bond broker* must:

(i) be registered or licensed in each province or territory where it requires registration or licensing,

(ii) comply with *securities laws* and requirements of any *securities regulatory authority* having jurisdiction over the applicant, and

(iii) comply with the standards and conditions of approval described in section 7305.

(2) An applicant for approval as an *inter-dealer bond broker* must submit its application to *CIRO* together with any information required by *CIRO requirements*.

7305. CIRO requirements for inter-dealer bond broker approval and continued approval

(1) An *inter-dealer bond broker* must comply with the requirements in section 7305 to be approved by *CIRO* and to retain its approval.

(2) An *inter-dealer bond broker* must have and maintain at least $500,000 of shareholders' equity, or have a parent corporation with at least $500,000 of shareholders' equity irrevocably *guarantee* that amount.

(3) An *inter-dealer bond broker* must:

(i) provide evidence to *CIRO* that all of its *inter-dealer bond broker clients* are and will continue to be:

(a) *Investment Dealer Member*s,

(b) Canadian *chartered banks* or other organizations described in clause 7305(4)(iii) below, or

(c) any other *CIRO* approved financial institution,

(ii) require each new *inter-dealer bond broker client*, other than an *Investment Dealer Member* or Canadian *chartered bank*, to provide it with recent financial statements or other evidence of financial condition and a favourable reference letter from a participant in a *CIRO* approved *inter-dealer bond broker*, and

(iii) provide evidence to *CIRO* that all of the *inter-dealer bond broker traders* for its *inter-dealer bond broker clients* will be located in Canada.

(4) Clause 7305(3)(iii) does not apply to an *inter-dealer bond broker trader* trading for an *inter-dealer bond broker client* that:

(i) is a Schedule I *chartered bank* or its *affiliate* (other than an *affiliate*, or its *subsidiary*, whose business is mainly *securities*),

(ii) is a Schedule II *chartered bank* or its *subsidiary* of such a bank whose primary business is not *securities* (this exception does not apply to *inter-dealer bond broker traders* of other *affiliates* of *chartered banks*), or

(iii) (a) is an *Investment Dealer Member* or branch office member,

(b) is an *Investment Dealer Member's affiliate* that has entered into an agreement as subsection 7305(7) describes and that either is regulated by the United

States Financial Industry Regulatory Authority or is a member of any other self-regulatory organization or regulatory authority, or

(c) has entered into an agreement as subsection 7305(7) describes and:

(I) is not an *Investment Dealer Member's affiliate*,

(II) is regulated by the United States Financial Industry Regulatory Authority or is a member of any other self-regulatory organization or regulatory authority, and

(III) gives *CIRO* a satisfactory legal opinion stating that the *inter-dealer bond broker client* does not contravene the registration requirements of *securities laws*.

(5) The *inter-dealer bond broker* must only deal in *domestic debt securities* as agent on behalf of its *inter-dealer bond broker clients* and must not act as principal, either directly or indirectly.

(6) The *inter-dealer bond broker* must provide accurate and timely information regarding details of orders and trades for *domestic debt securities* to the *information processor*, as required by National Instrument 21-101.

(7) *Inter-dealer bond broker clients* outside Canada must sign an agreement under sub-clauses 7305(4)(iii)(b) and 7305(4)(iii)(c) that complies with the following provisions:

(i) the parties to the agreement must include *CIRO*, the *inter-dealer bond broker client* outside Canada and, if applicable, the *inter-dealer bond broker client's* affiliated *Investment Dealer Member*,

(ii) an *inter-dealer bond broker client* outside Canada must state that it is carrying out its trading:

(a) in a jurisdiction in which it either is regulated by the United States Financial Industry Regulatory Authority or is a member of any other self-regulatory organization or regulatory authority, or

(b) from a jurisdiction in which *CIRO* is satisfied that one of the self-regulatory organizations specified in sub-clause 7305(7)(ii)(a) has jurisdiction over its trading activities,

(iii) an *inter-dealer bond broker client* outside of Canada must agree to give an *Investment Dealer Member* its *domestic debt securities* trading activity information so that the *Investment Dealer Member* can regularly report its aggregated trading to *CIRO* under *CIRO requirements*,

(iv) if *CIRO* requests this information for a specific inquiry about *domestic debt securities* trading, the *inter-dealer bond broker client* outside Canada must agree to give it, subject to appropriate confidentiality provisions, additional information, and

(v) the agreement must adapt the requirements in clauses 7305(7)(i) through 7305(7)(iv) to the circumstances of the *inter-dealer bond broker client*.

(8) Commission schedule requirements:

(i) An *inter-dealer bond broker* must publish a commission schedule showing commissions charged for a trade.

(ii) An *inter-dealer bond broker* must not charge a commission greater than those listed in its commission schedule.

(iii) A change to an *inter-dealer bond broker's* commission schedule may be effective from the date the *inter-dealer bond broker* gives written notice to all its *inter-dealer bond broker clients*.

(9) Operating procedures manual and other requirements:

(i) An *inter-dealer bond broker* must have a current operating procedures manual and appropriate enforcement or compliance procedures to ensure its provisions are observed.

(ii) The *inter-dealer bond broker's* operating procedures manual must:

(a) have a code of ethics that includes the following:

(I) the *inter-dealer bond broker* will keep confidential all information received from or about its *inter-dealer bond broker clients* or their activities, unless that information must be disclosed for regulatory or compliance reasons,

(II) all *inter-dealer bond broker clients* will receive fair treatment, and

(III) the *inter-dealer bond broker* will not give to an *inter-dealer bond broker client's* partner, director, officer, employee, agent or shareholder or any *associate* of such *persons* any gift or other incentive to do business unless it is non-monetary, of minimal value and infrequent such that it will not cause a reasonable person to question whether it created a conflict of interest,

and

(b) describe the minimum capital requirements for its *inter-dealer bond broker clients* and the procedure to establish the requirements.

(iii) An approved *inter-dealer bond broker* must provide a copy of its operating procedures manual to each *inter-dealer bond broker client*.

(iv) The *inter-dealer bond broker* must give its *inter-dealer bond broker clients* two weeks prior written notice of any amendment to its operating procedures manual, unless *CIRO* approves a shorter notice period.

(10) An *inter-dealer bond broker* must give each of its *inter-dealer bond broker clients* a daily report that describes the net amount of outstanding deliveries and the total amount of outstanding deliveries that the *inter-dealer bond broker clients* had with every other *inter-dealer bond broker client* at the previous day's close of business in each of the following categories:

(i) *domestic debt securities*, with 10 years or less to maturity, issued or guaranteed by the Government of Canada or by a Canadian province or municipality,

(ii) *domestic debt securities* with more than 10 years to maturity, issued or guaranteed by the Government of Canada or a Canadian province or municipality,

(iii) *domestic debt securities* issued by a corporation, and

(iv) other *debt securities*, including *domestic debt securities* not in another category.

(11) An *inter-dealer bond broker* must file with *CIRO*:

(i) within 140 days of its financial year end, summary statement of financial position information and an auditor's report, prepared in accordance with generally accepted accounting principles, and

(ii) within 60 days of the interim-period date, interim semi-annual statement of financial position information prepared in accordance with generally accepted accounting principles.

(12) An *inter-dealer bond broker* must have its auditor confirm to *CIRO*, at least annually, that the *inter-dealer bond broker* has met *CIRO requirements* for continued approval under Rule 7300. At a minimum, the confirmation must state the following:

"In the course of our audit, nothing came to our attention that caused us to believe that the company held a position in *securities* for its own account or dealt with any person that is not eligible to be an inter-dealer bond broker client of the company under Rule 7300."

(13) The parties to an *inter-dealer bond broker client* agreement must agree that any disagreement between *inter-dealer bond broker clients*, or between an *inter-dealer bond broker client* and the *inter-dealer bond broker*, about who is responsible for a financial loss of less than $100,000 must go to arbitration under the Arbitrations Act (Ontario). The parties must agree that the following provisions govern any arbitration:

(i) Three arbitrators must resolve the disagreement. The arbitrators must be selected as follows:

(a) one arbitrator must be the Chair of *CIRO* Fixed Income Committee or, if the Chair is involved in the disagreement, the Chair's designate,

(b) the parties to the disagreement must unanimously agree on the selection of one arbitrator from among all *CIRO* approved *inter-dealer bond brokers* and their *inter-dealer bond broker clients*, and

(c) the parties must unanimously agree on the selection of one arbitrator who is unconnected to either an *inter-dealer bond broker client* or an *inter-dealer bond broker*. If the parties cannot unanimously agree, then a party may apply to have a judge select one or both arbitrators.

(ii) Subject to co-operation from the parties, the arbitrators must make their decision within two weeks of being notified in writing of their appointment. However, the parties may agree on a later notification date.

(iii) The parties may not appeal the arbitrators' award under the Arbitrations Act (Ontario).

PART C - CHANGES TO CIRO REQUIREMENTS FOR INTER-DEALER BOND BROKERS

7306. Committee review

(1) *CIRO* must consult a committee comprised of representatives of parties to which Rule 7300 applies, including *Investment Dealer Members*, *inter-dealer bond broker clients* outside of Canada, and approved *inter-dealer bond brokers*, before *CIRO* amends Rule 7300 or changes its interpretation of Rule 7300.

7307. – 7999. Reserved.

SERIES 8000 | PROCEDURAL RULES – ENFORCEMENT

RULE 8100 | ENFORCEMENT INVESTIGATIONS

8101. Introduction

(1) Rule 8100 sets out the powers of *CIRO* to initiate and conduct enforcement *investigations* and the rights and obligations of *Regulated Persons* with respect to such *investigations*.

8102. Conducting investigations

(1) *Enforcement Staff* may investigate the conduct, business and affairs of a *Regulated Person* with respect to *CIRO requirements*, *securities laws*, *applicable laws,* or trading or advising in respect of *securities* or *derivatives*.

8103. Investigation powers

(1) In connection with an *investigation*, *Enforcement Staff* may, by written or electronic request, require a *Regulated Person*, an employee, partner, director or officer of a *Regulated Person*, an *approved investor*, or, where authorized by law, another *person* to:

(i) provide a written report with respect to any matter,

(ii) produce for inspection any *records* in the *person's* possession or control that *Enforcement Staff* believe may be relevant to the *investigation*, whether written, electronically stored or recorded,

(iii) provide copies of any such *records* in the manner and form, including electronically and recorded, that *Enforcement Staff* requests, and

(iv) attend and answer questions under oath or otherwise, and any such attendance may be transcribed, recorded electronically, audio-recorded or video-recorded, as *Enforcement Staff* determines.

(2) If *Enforcement Staff* requires production of original documents in a request made under subsection 8103(1), they must provide a receipt for any original documents received.

(3) In connection with an *investigation*, *Enforcement Staff:*

(i) may, with or without prior notice, enter the *business location* of any *Regulated Person* during business hours,

(ii) are entitled to free access to and to make and keep copies of all books of account, *securities*, cash, documents, bank accounts, vouchers, correspondence and *records* that *Enforcement Staff* believe may be relevant to the *investigation*, including by taking a digital image of the *Regulated Person*'s *records*, and

(iii) may remove the original of any *record* obtained under clause 8103(3)(ii), and where an original *record* is removed from the premises, *Enforcement Staff* must provide a receipt for the removed *record*.

8104. Obligations of Regulated Persons and other persons

(1) A *person* who receives a request made under section 8103 must comply with the request within the time specified in it.

(2) If *Enforcement Staff* make a request under clause 8103(1) to a corporation, partnership or other organization, compliance with the request may be fulfilled by an employee of the corporation, partnership or organization who is acceptable to *Enforcement Staff,* taking into account the employee's position and knowledge.

(3) A person must cooperate with *Enforcement Staff* who are conducting an *investigation,* and a *Regulated Person* must require its employees, partners, directors and officers to cooperate with *Enforcement Staff* conducting an *investigation* and to comply with a request made under section 8103.

(4) A person who is aware that *Enforcement Staff* are conducting an *investigation* must not conceal or destroy any *record*, document or thing that contains information that may be relevant to the *investigation* or to any subsequent proceeding relating to the subject matter of the *investigation* or ask or encourage another *person* to do so.

(5) A Dealer *Member* or any *person* approved by, or under the jurisdiction of, *CIRO*, that is requested by a *Marketplace* to provide information in connection with an *investigation* of trading of a *security* on that *Marketplace* shall submit the requested *records* to the *Marketplace* making the request in such a manner and form, including electronically, as may reasonably be prescribed by such *Marketplace*.

8105. Right to counsel

(1) A person who attends in response to a request under clause 8103(1)(iv) may be represented by counsel.

8106. Confidentiality of investigations

(1) *CIRO* may make an order prohibiting a *person* from communicating, for a specified period, some or all of the following information related to an *investigation* to another *person* except the *person's* counsel or another *individual* who represents the *person* or as required by law:

(i) the nature or content of the *investigation* or a request under subsection 8103(1),

(ii) the fact *of* an entry by *Enforcement Staff* under subsection 8103(3),

(iii) the fact that any report, *record*, other document or thing was requested, produced, provided, inspected, copied or taken,

(iv) the name of any *person* required to attend and answer questions, or

(v) any questions asked or any answers given on an attendance.

(2) An order made under subsection 8106(1) shall not prohibit disclosure:

(i) of any fact that the *person* became aware of otherwise than as a result of the conduct of the *investigation*,

(ii) that is required to fulfill:

(a) any request made in connection with an *investigation*, but only to the extent necessary to respond to the request,

(b) an obligation of the *person* under *CIRO requirements*,

(c) a fiduciary obligation of the *person* to a *Regulated Person*, or

(d) a contractual obligation of the *person* to comply with the policies of a *Regulated Person*,

(iii) of information in connection with the imposition of restrictions on a *person* who is a subject of the *investigation*, but only to the extent necessary to implement the *restrictions*, or

(iv) of the *existence* and nature of an *investigation* to:

(a) a *Regulated Person* who is the *person's* employer,

(b) an employee of a *Regulated Person* with supervisory authority over or compliance responsibility for the *person*, or

(c) employees of the *Regulated Person* who are senior to the employees contemplated in sub-clause 8106(2)(iv)(b),

but only to the extent necessary to supervise the *person* or allow *officers* of a *Dealer Member* or other *Regulated Person* to inform their board of directors of an *investigation*.

(3) Notwithstanding an order made under subsection 8106(1), a *person* may disclose information, with the consent of a *hearing panel* on a motion under section 8413, if the *hearing panel* determines that disclosure of that information would not impede the conduct of the *investigation* and is otherwise justifiable, subject to any terms and conditions that the *hearing panel* considers appropriate.

8107. Continuing jurisdiction

(1) A *Regulated Person* remains subject to Rule 8100 for six years following the date on which they cease to be:

(i) a *Dealer Member,*

(ii) a member of the Investment Industry Regulatory Organization of Canada,

(iii) a member of the Mutual Fund Dealers Association of Canada,

(iv) a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider,

(v) a non-investment dealer user or subscriber of a *Marketplace* for which the Investment Industry Regulatory Organization of Canada was the regulation services provider,

(vi) an *employee*, partner, *Director*, *officer* or any other representative designated in the *CIRO requirements* of a *Dealer Member*,

(vii) an employee, partner, director, officer or any other representative designated in the *CIRO requirements* of a member of the Investment Industry Regulatory Organization of Canada,

(viii) an employee, partner, director, officer or any other representative designated in the *CIRO requirements* of a member of the Mutual Fund Dealers Association of Canada,

(ix) an employee, partner, director, officer or any other representative of a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider,

(x) an employee, partner, director, officer or any other representative of a non-investment dealer user or subscriber of a *Marketplace* for which the Investment Industry Regulatory Organization of Canada was the regulation services provider.

8108. – 8199. Reserved.

RULE 8200 | ENFORCEMENT PROCEEDINGS

8201. Introduction

(1) Rule 8200 sets out the authority of *CIRO* and *hearing panels* to hold *hearings* for enforcement purposes.

(2) Enforcement proceedings are intended to ensure compliance with and to enforce *CIRO requirements*, *securities laws*, *applicable laws*, and other requirements relating to trading or advising in respect of *securities* or *derivatives*.

(3) Rule 8200 is divided into the following parts:

Part A - General
[sections 8203 through 8208]

Part B - Disciplinary proceedings
[sections 8209 through 8217]

8202. Definitions

(1) The following terms have the meaning set out below when used in Rule 8200:

"decision" (*décision*)	A determination made by a *hearing panel* under Rule 8200 and includes a *sanction* and other order or ruling.
"disciplinary hearing" (*audience disciplinaire*)	A *hearing* under Rule 8200, except for a *settlement hearing*.

PART A - GENERAL

8203. Hearings

(1) A *hearing* must be conducted in accordance with Rule 8200 and the *Rules of Procedure.*

(2) A *hearing panel* may hold any *hearing* and make any *decision* that is authorized under Rule 8200 and the *Rules of Procedure*.

(3) A *hearing panel* may admit as evidence in a *hearing* any oral testimony and any document or other thing that is relevant, whether or not given or proven under oath or affirmation or admissible as evidence in a court.

(4) A *hearing panel* may require testimony or other evidence to be given or proven under oath or affirmation.

(5) A *hearing* under Rule 8200 must be open to the public, unless it is:

(i) a *settlement hearing*, in which case it will be opened to the public only after a *settlement agreement* has been accepted by the *hearing panel*,

(ii) a *hearing* to consider a temporary order under section 8211,

(iii) a *hearing* or part of a *hearing* where the *hearing panel* is of the opinion that the desirability of avoiding disclosure of intimate, personal or other matters outweighs the desirability of allowing the *hearing* or part of the *hearing* to be open to the public, or

(iv) a *hearing* held in Québec where the *hearing panel*, on its own initiative or on the request of a *party*, orders the *hearing* or part of the *hearing* to be closed or prohibits the publication or release of documents in the interest of good morals or public order.

(6) A *party* to an enforcement proceeding may be represented by counsel or, where permitted by law, an agent.

(7) A *hearing panel* must provide written reasons for a *decision* made by it, including a *decision* accepting or rejecting a *settlement agreement* under section 8215, but not including an evidentiary or other procedural ruling, made in the course of a *hearing,* that is not dispositive of the issues raised in the *hearing*.

8204. Application and effective date of decisions

(1) A *decision* under Rule 8200 applies in all *Districts*, unless the *hearing panel* orders otherwise or unless the application of the *decision* is limited by law.

(2) A *decision*, other than a ruling in the course of a *hearing*, is effective on the date the *decision* is dated by the *Hearings Office*, unless Rule 8200 or the *decision* provides otherwise, in which case the *decision* is effective on the date so provided.

(3) A *sanction*, other than a fine or disgorgement, takes effect on the effective date of the *decision* imposing it, unless the *decision* provides otherwise.

(4) A monetary *sanction*, including a fine, disgorgement and costs, imposed by a *decision* are payable when the *decision* is effective, unless the *decision* provides or the *parties* agree otherwise.

8205. Commencement of enforcement proceedings

(1) *CIRO* may commence proceedings and hold *hearings*, as provided in Rule 8200, to ensure compliance with and to enforce *CIRO requirements*, *securities laws, applicable laws*, and other requirements relating to trading or advising in respect of *securities* and *derivatives*.

(2) A proceeding under Rule 8200 must be commenced by notice of application or notice of *hearing* in accordance with the *Rules of Procedure*.

8206. Limitation

(1) A *Regulated Person* remains subject to Rule 8200 for six years following the date on which they cease to be:

(i) a *Dealer Member,*

(ii) a member of the Investment Industry Regulatory Organization of Canada,

(iii) a member of the Mutual Fund Dealers Association of Canada,

(iv) a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider,

(v) a non-investment dealer user or subscriber of a *Marketplace* for which the Investment Industry Regulatory Organization of Canada was the regulation services provider,

(vi) an *employee*, partner, *Director*, *officer* or any other representative designated in the *CIRO requirements* of a *Dealer Member*,

(vii) an employee, partner, director, officer or any other representative designated in the *CIRO requirements* of a member of the Investment Industry Regulatory Organization of Canada,

(viii) an employee, partner, director, officer or any other representative of a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider,

(ix) an employee, partner, director, officer or any other representative of a non-investment dealer user or subscriber of a *Marketplace* for which the Investment Industry Regulatory Organization of Canada was the regulation services provider, or

(x) an employee, partner, director, officer or any other representative designated in the *CIRO requirements* of a member of the Mutual Fund Dealers Association of Canada.

(2) *CIRO* may commence a proceeding under Rule 8200 against a *Regulated Person* up to six years after the date of the occurrence of the last event on which the proceeding is based.

(3) If a proceeding is commenced within the limitation period in subsection 8206(1) or 8206(2), the *respondent* remains subject to the requirements of Rule 8200 until the proceeding, including any review or appeal, is completed.

8207. Amounts owing to CIRO

(1) A *person* remains liable to *CIRO* for all amounts owing to *CIRO*.

8208. Powers of compulsion

(1) A *hearing panel* may require a *Regulated Person,* an employee, partner, director or officer of a *Regulated Person* or *CIRO*, including *CIRO* staff*,* and, if authorized by law, any other *person* to attend and give evidence or produce *records* and documents in connection with a *hearing* under Rule 8200.

(2) A *Regulated Person* must, upon receipt of an order of a *hearing panel* or a notice from the *Hearings Office* so requiring:

(i) attend and give evidence, and

(ii) produce for inspection and provide copies of any *records* or documents in the *Regulated Person's* possession or control.

(3) If a *hearing panel* requires an employee, partner, director or officer of a *Regulated Person,* who is not an *Approved Person,* to attend at a *hearing*, the *Regulated Person* must direct the *individual* to attend and give evidence.

PART B – DISCIPLINARY PROCEEDINGS

8209. Sanctions for Dealer Members

(1) If, after a *hearing*, a *hearing panel* finds that a *Dealer Member* has contravened *CIRO requirements*, *securities laws*, *applicable laws* or other requirement relating to trading or advising in respect of *securities* or *derivatives*, or has failed to carry out any agreement with *CIRO*, the *hearing panel* may impose one or more of the following *sanctions*:

(i) a reprimand,

(ii) disgorgement of any amount obtained, including any loss avoided, directly or indirectly, as a result of the contravention,

(iii) a fine not exceeding the greater of:

(a) $10,000,000 for each contravention, and

(b) an amount equal to three times the profit made or loss avoided by the *Dealer Member*, directly or indirectly, as a result of the contravention,

(iv) suspension of *Membership* in *CIRO* or of any right or privilege associated with *Membership*, including a direction to cease dealing with clients, for any period of time and on any terms and conditions,

(v) imposition of any terms or conditions on the *Dealer Member's* continued *Membership*, including on access to a *Marketplace*,

(vi) expulsion from *Membership* and termination of the rights and privileges of *Membership*, including access to a *Marketplace*,

(vii) permanent bar to *Membership* in *CIRO*,

(viii) appointment of a *Monitor*, and

(ix) any other *sanction* determined to be appropriate under the circumstances.

(2) A *Dealer Member* may be *sanctioned* under subsection 8209(1) based on the conduct of an employee, partner, *Director* or *officer*.

(3) A *sanction* imposed under subsection 8209(1) relating to access to a *Marketplace* applies to all *Marketplaces*.

(4) In exercising its discretion to appoint a *Monitor*, a *hearing panel* may consider:

(i) the harm or potential harm to the investing public,

(ii) the *Dealer Member*'s financial solvency,

(iii) the adequacy of the *Dealer Member*'s *internal controls* and operating procedures,

(iv) the *Dealer Member*'s failure to respond to *CIRO's* requests to address deficiencies in its *internal controls* and operating procedures,

(v) the *Dealer Member*'s failure to comply with any agreement with *CIRO*,

(vi) the *Dealer Member*'s ability to maintain regulatory capital requirements,

(vii) any previous suspension of the *Dealer Member* for failing to meet regulatory capital requirements,

(viii) the *Dealer Member*'s and its key personnel's regulatory history,

(ix) the costs to the *Dealer Member* associated with the appointment of the *Monitor*, and

(x) any other relevant factors.

8210. Sanctions for Regulated Persons other than Dealer Members

(1) If after a *hearing*, a *hearing panel* finds that an *Approved Person*, a non-*Dealer Member* user or subscriber of a *Marketplace* for which *CIRO* is the regulation services provider or an employee, partner, director or officer of such a user or subscriber has contravened *CIRO requirements*, *securities laws*, *applicable laws* or other requirement relating to trading or advising in respect of *securities* or *derivatives*, or has failed to carry out any agreement with *CIRO*, the *hearing panel* may impose on such *person* one or more of the following *sanctions*:

(i) a reprimand,

(ii) disgorgement of any amount obtained, including any loss avoided, directly or indirectly, as a result of the contravention,

(iii) a fine not exceeding the greater of:

(a) $10,000,000 for each contravention, and

(b) an amount equal to three times the profit made or loss avoided by the *person*, directly or indirectly, as a result of the contravention,

(iv) suspension of the *person's* approval or any right or privilege associated with such approval, including access to a *Marketplace*, or suspension of the *person*'s authority to conduct *securities and derivatives related business*, for any period of time and on any terms and conditions,

(v) imposition of any terms or conditions on the *person's* continued approval or continued access to a *Marketplace*,

(vi) prohibition of approval in any capacity or prohibition of the *person*'s authority to conduct *securities and derivatives related business*, for any period of time, including access to a *Marketplace*,

(vii) revocation of approval or revocation of the *person*'s authority to conduct *securities and derivatives related business*,

(viii) a permanent bar to approval or to conduct *securities and derivatives related business* in any capacity or to access to a *Marketplace*,

(ix) a permanent bar to employment in any capacity by a *Regulated Person*, and

(x) any other *sanction* determined to be appropriate under the circumstances.

(2) A *sanction* imposed under subsection 8210(1) relating to access to a *Marketplace* applies to all *Marketplaces*.

(3) A director or officer of a *Regulated Person* may be *sanctioned* under subsection 8210(1) based on the conduct of the *Regulated Person* with which they are associated.

(4) A *Regulated Person* must not employ, hire, retain, or otherwise engage, in any capacity, a *person* who is *sanctioned* under clause 8210(1)(ix).

(5) A *Regulated Person* must not hire, retain, or otherwise engage, in any capacity, a *person* who is sanctioned under clauses 8210(1)(iv), 8210(1)(vi) or 8210(1)(vii) during the period of the *sanction*.

(6) A *Regulated Person* must not pay or credit any *remuneration* to any *person* who is sanctioned under clause 8210(1)(ix).

(7) A *Regulated Person* must not pay or credit to any *person* who is *sanctioned* under clauses 8210(1)(iv), 8210(1)(vi) or 8210(1)(vii) any *remuneration* that the *person* might accrue during the period of the *sanction*.

(8) Despite subsections 8210(6) and 8210(7), a *Regulated Person* may pay or credit to a *person* who is *sanctioned* under clauses 8210(1)(iv), 8210(1)(vi), 8210(1)(vii) and 8210(1)(ix) *remuneration* that is:

(i) consistent with the scope of activities permitted under the *sanction*, or

(ii) pursuant to an insurance or medical plan, an indemnity agreement relating to legal fees or as required by arbitration awards or court judgment.

8211. Temporary orders

(1) On application by *Enforcement Staff,* if a *hearing panel* is satisfied that the length of time required to conclude a *hearing* could be prejudicial to the public interest, the *hearing panel* may, without notice to the *respondent*, make a temporary order that suspends or restricts a *Regulated Person's* rights and privileges and may impose terms and conditions that the *hearing panel* considers appropriate.

(2) A temporary order that is made without notice under subsection 8211(1) takes effect immediately and expires 15 days after the date on which it is made, unless it is extended by the *hearing panel*.

(3) *CIRO* must immediately give written notice of a temporary order under subsection 8211(1) to every *person* directly affected by it.

8212. Protective orders

(1) On application by *Enforcement Staff*, a *hearing panel* may hold a *hearing* to consider a request for an order under subsection 8212(4), following notice to the *respondent* in accordance with subsection 8426(1).

(2) After a *hearing* under this section with respect to a *Dealer Member*, a *hearing panel* may make one or more of the orders set out in subsection 8212(4), if it finds that:

(i) the *Dealer Member* or a parent corporation or control person of the *Dealer Member* has made a general assignment for the benefit of creditors or an authorized assignment or proposal to its creditors, has been declared bankrupt, or is the subject of a winding-up order, an application under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, or similar legislation or an application for its liquidation or dissolution,

(ii) a receiver or receiver-manager has been appointed in respect of all or part of the Dealer *Member's* undertaking or property or all or part of the undertaking or property of a parent corporation or control person of the *Dealer Member*,

(iii) the *Dealer Member* has tendered its resignation, is not carrying on business as an investment dealer or is in the process of winding up or terminating its business as an investment dealer,

(iv) the *Dealer Member's* registration as a dealer under *securities laws* has lapsed or been suspended or terminated,

(v) a *securities regulatory authority*, *Marketplace*, *SRO* or clearing agency has suspended the *Dealer Member's* membership or privileges,

(vi) the *Dealer Member* has been convicted of contravening a law, where the conviction relates to theft, fraud, misappropriation of funds or *securities*, forgery, money laundering, market manipulation, insider trading, misrepresentation or unauthorized trading,

(vii) the *Dealer Member has* been charged with contravening a law, where the conviction relates to theft, fraud, misappropriation of funds or *securities*, forgery, money laundering, market manipulation, insider trading, misrepresentation or unauthorized

trading and the *hearing panel* determines that such charge likely brings the capital markets into disrepute,

(viii) the *Dealer Member's* continued operation would create a risk of imminent harm to its clients, investors, other *Regulated Persons* or *CIRO* because the *Dealer Member:*

(a) is in financial or operating difficulty, or

(b) has failed to cooperate in respect of an *investigation* or examination, or

(ix) the *Dealer Member* has not complied with:

(a) terms or conditions of a *sanction*,

(b) a prohibition under Part B of Rule 4100 (early warning level 2) to which it is subject, or

(c) terms or conditions on *Membership* imposed by *CIRO* under section 9208.

(3) After a *hearing* under this section with respect to a *Regulated Person*, other than a *Dealer Member*, a *hearing panel* may make one or more of the orders set out in subsection 8212(4), if it finds that:

(i) the *person's* registration under *securities laws* has lapsed or been suspended or terminated,

(ii) a *securities regulatory authority* has made an order prohibiting the *person* from trading in *securities*, acting as a director or officer of a market participant or as a promoter, or engaging in investor relations activities, or has denied the *person* the use of an exemption under *securities laws,*

(iii) a *Marketplace*, *SRO* or clearing agency has suspended the *person* or the *person's* privileges,

(iv) the *person* has been convicted of contravening a law, where the conviction relates to theft, fraud, misappropriation of funds or *securities*, forgery, money laundering, market manipulation, insider trading, misrepresentation or unauthorized trading,

(v) the *person* has been charged with contravening a law, where the conviction relates to theft, fraud, misappropriation of funds or *securities*, forgery, money laundering, market manipulation, insider trading, misrepresentation or unauthorized trading and the *hearing panel* determines that such charge likely brings the capital markets into disrepute,

(vi) the *person's* continued approval would create a risk of imminent harm to clients, investors, other *Regulated Persons* or *CIRO* because the *person* has failed to cooperate in respect of an *investigation*,

(vii) the *person* has not complied with terms or conditions of a *sanction* to which the *person* is subject, or

(viii) *CIRO* receives information regarding the incapacity of the *person*, by reason of mental or physical illness or other infirmity.

(4) After a *hearing* under this section, a *hearing panel* may make an order:

(i) suspending *Membership*, approval or access to a *Marketplace* on any terms and conditions,

(ii) with terms and conditions, requiring a *Dealer Member* that is suspended under this section to take steps to facilitate the orderly transfer of its client accounts to another *Dealer Member*,

(iii) imposing terms and conditions on continued *Membership*, approval or access to a *Marketplace*,

(iv) directing immediate cessation of any or all dealing with clients or any other *persons*,

(v) expelling a *Dealer Member* from *CIRO* and terminating the rights and privileges of *Membership*,

(vi) revoking approval or access to a *Marketplace*, or

(vii) appointing a *Monitor* over a *Dealer Member's* business and affairs.

(5) A *person* may request, in writing, a review by a *hearing panel* of a *decision* made after a *hearing* under this section, within 30 days after the effective date of the *decision*.

(6) A *hearing* shall be held as soon as practicable, and no later than 21 days, after a review is requested under subsection 8212(5), unless the *person* requesting the review and *Enforcement Staff* agree otherwise.

(7) A member of a *hearing panel* whose *decision* is the subject of a review under this section may not be a member of the *hearing panel* on the review.

(8) A *hearing panel* may stay an order made under subsection 8212(4), subject to any terms and conditions it considers appropriate.

(9) On a review under this section, a *hearing panel* may:

(i) affirm the order,

(ii) quash the decision,

(iii) vary the decision or order, or

(iv) make any order authorized by subsection 8212(4).

8213. Monitor

(1) If a *hearing panel* appoints a *Monitor* under section 8209 or section 8212 with respect to the business and affairs of a *Dealer Member*, the *Monitor* has authority to supervise and monitor the *Dealer Member's* business and affairs in accordance with the terms and conditions imposed by the *hearing panel*.

(2) A *hearing panel* may impose any terms and conditions, and any time periods, on a *Monitor's* authority with respect to a *Dealer Member's* business and affairs that the *hearing panel* considers appropriate, including authority to:

(i) enter the *Dealer Member's* premises and conduct day-to-day monitoring of the *Dealer Member's* business activities,

(ii) monitor and review accounts receivable, accounts payable, client accounts, margin, client free credits, banking arrangements and transactions, trading conducted by the *Dealer Member* for clients and for its own account, payment of debts, creation of new debt and the *Dealer Member's* books and *records*,

(iii) make copies of any *records* and provide copies of such *records* to *CIRO* or any other regulatory or self-regulatory authority,

(iv) report the *Monitor's* findings or observations, on an ongoing or other basis, to *CIRO* or any other regulatory or self-regulatory authority,

(v) monitor the *Dealer Member's* compliance with any terms or conditions imposed on the Dealer *Member* by *CIRO* or any other regulatory or self-regulatory authority or by the *hearing panel*, including compliance with any early warning terms and conditions,

(vi) verify and assist with the preparation of any regulatory filings, including the calculation of *risk* adjusted *capital*,

(vii) conduct or have conducted an appraisal of the *Dealer Member's* net worth or a valuation of any of the *Dealer Member's* assets,

(viii) assist the *Dealer Member's employees* in facilitating the orderly transfer of the *Dealer* Member's client accounts, and

(ix) pre-authorize cheques issued or payments made by or on behalf of the *Dealer Member* or distribution of any of the *Dealer Member's* assets.

(3) A *Dealer Member* must cooperate with the *Monitor*, require its *employees*, partners, *Directors* and *officers* to cooperate with the *Monitor* and take all reasonable steps to have its *affiliates* and service providers cooperate with the *Monitor* with respect to the exercise by the *Monitor* of its authority under this section.

(4) The *Dealer Member* must pay all expenses relating to a *Monitor* appointed to monitor the *Dealer Member's* business and affairs, including the *Monitor's* fees.

(5) *CIRO* staff, a *Monitor*, or a *Dealer Member* subject to a *Monitor* may at any time apply to a *hearing panel* for directions concerning the *Monitor's* authority or the conduct of the *Monitor's* activities.

(6) On an application under subsection 8213(5), a *hearing panel* may make any order it considers appropriate.

8214. Costs

(1) After a *hearing* under Rule 8200, other than a *hearing* under section 8211, a *hearing panel* may order a *person* who is the subject of a *sanction* to pay any costs incurred by or on behalf of *CIRO* in connection with the *hearing* and any *investigation* related to the *hearing*.

(2) Costs ordered under subsection 8214(1) may include:

(i) costs for time spent by *CIRO* staff,

(ii) fees paid by *CIRO* for legal or accounting services or for services rendered by an expert witness,

(iii) witness fees and expenses,

(iv) costs of recording and transcribing evidence and preparation of transcripts, and

(v) disbursements, including travel costs.

8215. Settlements and settlement hearings

(1) Enforcement *Staff* may agree in a *settlement agreement* to settle a proceeding or proposed proceeding against a *Regulated Person* at any time prior to the conclusion of a *disciplinary hearing*.

(2) A settlement *agreement* must contain:

(i) a statement of the contraventions agreed to by the *respondent,* with references to the relevant *CIRO requirements* and *applicable laws,*

(ii) the agreed *facts*,

(iii) the *sanctions* and costs to be imposed on the *respondent,*

(iv) a waiver by the *respondent* of all rights to any further *hearing*, appeal and review,

(v) a provision that *Enforcement Staff* will not initiate any further action against the *respondent* in relation to the matter addressed in the *settlement agreement*,

(vi) a provision that the *settlement agreement* is conditional on acceptance by a *hearing panel*,

(vii) a provision that the *settlement agreement* and its terms are confidential, unless and until it has been accepted by a *hearing panel*,

(viii) a provision that the *parties* will not make any public statement that is inconsistent with the *settlement agreement*, and

(ix) any other provisions not inconsistent with clauses 8215(2)(i) through 8215(2)(viii) that the *parties* agree to include in the *settlement agreement*.

(3) Discussions relating to settlement are on a without prejudice basis to *Enforcement Staff* and any other *person* participating in the discussions and must not be used as evidence or referred to in any proceeding.

(4) A *settlement agreement* may impose any obligations on a *respondent* to which the *respondent* agrees, whether or not they could be imposed by a *hearing panel* under Rule 8200.

(5) After a *settlement hearing*, a *hearing panel* may accept or reject a *settlement agreement*.

(6) A *settlement agreement* becomes effective and binding on the *parties* to it upon acceptance by a *hearing panel*.

(7) If a *settlement agreement* is accepted by a *hearing panel*, any *sanction* imposed under it is deemed to have been imposed under Rule 8200.

(8) If a *settlement agreement* is rejected by a *hearing panel*,

(i) either:

(a) the *parties* may agree to enter another *settlement agreement*, or

(b) *Enforcement Staff* may proceed to a *disciplinary hearing* based on the same or related allegations,

and

(ii) the *hearing panel's* reasons for rejecting the *settlement agreement* must be made available to a *hearing panel* considering a subsequent *settlement agreement* based on the same or related allegations and charges,

but must not be made public or referred to in a subsequent *disciplinary hearing*.

(9) A member of a *hearing panel* that rejects a *settlement agreement* may not be a member of a *hearing panel* that considers a subsequent *settlement agreement* or conducts a *disciplinary hearing* based on the same or related allegations.

8216. Failure to pay fine or costs

(1) If a *Regulated Person* does not pay a fine, costs or other amount ordered to be paid by a *hearing panel* or required to be paid under a *settlement agreement*, *CIRO* may, seven *days* after sending written notice, summarily suspend the *Membership* of the *Regulated Person* and all rights and privileges of the *Regulated Person* relating to approval or access to a *Marketplace*, until the fine, costs or other amount has been paid.

8217. Review by a securities regulatory authority

(1) A *party* to a proceeding under Rule 8200 may apply to the *securities regulatory authority* in the relevant *District* for review of a final *decision* in the proceeding.

(2) A *person* who is entitled to request a review of a *decision* under section 8212 or is the subject of a *decision* making a temporary order under section 8211 may not apply to a *securities regulatory authority* for review of the *decision*, unless the *person* has requested a review or other *hearing* by a *hearing panel* and the *hearing panel* has made a final *decision*.

(3) For purposes of subsection 8217(1), *Enforcement Staff* is directly affected by a *decision* in a proceeding in which *Enforcement Staff* is a *party*.

8218. – 8299. Reserved.

RULE 8300 | HEARING COMMITTEES

8301. Introduction

(1) Rule 8300 requires a *hearing committee* in each *District* from which *hearing panels* must be selected for enforcement and other proceedings and sets out the process for appointing and removing members of *hearing committees*.

8302. Reserved.

8303. District Hearing Committees

(1) A *hearing committee* must be appointed for each *District*.

(2) An *industry member* of a *hearing committee* of a *District* must reside in the *District*.

(3) Two thirds of the members of a *hearing committee*, to the extent practicable, must be *industry members*.

(4) One third of the members of a *hearing committee*, to the extent practicable, must be *public members*.

(5) The chair of a *hearing committee* must be a *public member*.

8304. Nominations

(1) *CIRO* must nominate *individuals* to be *public members* and *industry members* of the *hearing committee* in each *District*.

8305. Appointment

(1) The *Appointments Committee* must appoint to the *hearing committee* of each *District* a number of suitable and qualified *individuals* sufficient to conduct *hearings* in the *District*.

(2) In considering the suitability and qualifications of an *individual* who is nominated for membership on a *hearing committee*, the *Appointments Committee* must take into account the *individual's:*

(i) general knowledge of business practices and *securities laws*,

(ii) experience,

(iii) regulatory background,

(iv) availability for *hearings*,

(v) reputation in the *securities* industry,

(vi) ability to conduct *hearings* in French or English, and

(vii) eligibility to serve in a particular *District*.

(3) An *individual* who:

(i) is currently or has been within the previous eighteen months an employee of a *Member,* a *Regulated Person,* or an *affiliate* of a *Member* or *Regulated Person*,

(ii) represents any parties to enforcement or other proceedings under *CIRO requirements* or any *person* in connection with *CIRO requirements*, or

(iii) would otherwise raise a reasonable apprehension of bias with respect to matters that may come before a *hearing panel*,

is not eligible for appointment or membership as a *public member* of a *hearing committee*.

(4) The *Appointments Committee* must appoint a chair of each *hearing committee*.

8306. Term of appointment

(1) Appointment of an *individual* to a *hearing committee* is for a three-year term.

(2) A *hearing committee* member may be reappointed to successive terms.

(3) If a *hearing committee* member's term expires without reappointment during a *hearing* in which the member is serving on the *hearing panel*, the member's term is extended automatically until the completion of the *hearing* or if the *hearing* is a *hearing* on the merits, the proceeding.

8307. Removal

(1) The *Appointments Committee* may remove a *hearing committee* member who:

(i) for *industry members*, ceases to reside in the *hearing committee's District*,

(ii) is precluded from acting as a *hearing committee* member by a law applicable in the *District*,

(iii) in the *Appointments Committee's* opinion, will raise a reasonable apprehension of bias with respect to matters that may come before a *hearing panel*, or

(iv) for any other reason, ceases to be qualified to be a *hearing committee* member based on the factors listed in subsection 8305(2).

(2) An *individual* who is removed by the *Appointments Committee* must not continue to serve on a *hearing panel* in any proceeding.

8308. – 8399. Reserved.

RULE 8400 | RULES OF PRACTICE AND PROCEDURE

8401. Introduction

(1) The *Rules of Procedure* set out the rules that govern the conduct of *CIRO's* enforcement proceedings and regulatory review *hearings* to secure fair and efficient proceedings and just determinations.

(2) Rule 8400 is divided into the following parts:

Part A - General
[sections 8403 through 8413]

Part B - Enforcement proceedings
[sections 8414 through 8429]

Part C - Regulatory review hearings
[section 8430 through 8432]

8402. Definitions

(1) The following terms have the meaning set out when used in Rule 8400:

"application" (*demande*)	An application that commences a proceeding under Rule 8200 and includes an application for a temporary order or a protective order.
"commencing notice" (*avis introductif*)	A notice of *hearing*, notice of *application*, notice of motion, notice of *prehearing conference* and notice of request for review.
"decision" (*decision*)	A determination made by a *hearing panel*.
"document" (*document*)	Includes a record, audio and video recording, film, photograph, chart, graph, map, plan, survey, book of account, memorandum, file, list, voucher and any information recorded or stored electronically or by other means.
"file" (*produire*)	Filing with the *Hearings Office* in accordance with section 8406.
"oral hearing" (*audience par comparution*)	A *hearing* at which the *parties* and/or their counsel and/or agents attend before a *hearing panel*.
"prehearing conference" (*conférence préparatoire à l'audience*)	A prehearing conference held pursuant to section 8416.
"regulatory decision" (*décision en matière de réglementation*)	A decision made under Rule 9200 or section 4136.
"requesting party" (*partie requérante*)	A *person* who requests a review *hearing* under sections 8427 or 8430.
"responding party" (*partie intimée*)	A *person* responding to a motion or to a request for a review *hearing* under sections 8427 or 8430.
"written hearing"	A *hearing* held by means of an exchange of documents, whether in hard copy or by electronic means.

(*audience par production de pièces*)	

PART A - GENERAL

8403. General principles

(1) The *Rules of Procedure* shall be interpreted and applied to secure a fair *hearing* and just determination of a proceeding on its merits and the most expeditious and least expensive conduct of the proceeding.

(2) No proceeding, *document*, *hearing, decision* or step in a proceeding is invalid by reason of a defect or other irregularity in form.

(3) Subject to a requirement in the *Rules of Procedure*, a *hearing panel* has authority to control the process of a proceeding before it and may exercise any of its powers on its own initiative or at the request of a *party*, including:

(i) issuing procedural directions or orders with respect to the application of the *Rules of Procedure* in respect of any proceeding,

(ii) imposing terms or conditions in a direction or order,

(iii) admitting or requiring presentation of evidence on oath, affirmation or otherwise,

(iv) waiving or varying any *Rule of Procedure* in respect of a proceeding,

(v) requiring *parties* to *file documents* electronically, and

(vi) at the request of a *party*, making an interim *decision* or order, including a *decision* or order that is subject to terms and conditions.

(4) At the request of a *party*, a *hearing panel* may provide for any procedural matter that is not provided for in the *CIRO requirements* or the *Rules of Procedure* by analogy to the *Rules of Procedure* or by reference to the rules of practice or procedure of another *SRO* or professional association or to the rules applicable to a *securities regulatory authority*.

8404. Time

(1) When computing time under the *Rules of Procedure* or an order of a *hearing panel*:

(i) the number of days between two events are counted by excluding the day on which the first event occurs and including the day on which the second event occurs,

(ii) if a period of less than seven days is prescribed, only *business days* are to be counted,

(iii) if the time for doing an act expires on a day that is not a *business day*, the act may be done on the next *business day*,

(iv) a *document* that is served or filed after 5 p.m. in the time zone of the recipient is deemed to have been served or filed on the next *business day*, and

(v) a *document* that is served or filed on a day that is not a *business day* is deemed to have been served or filed on the next *business day*.

(2) A time period prescribed by the *Rules of Procedure* may be extended or abridged:

(i) before its expiration, on consent of the *parties,* or

(ii) before or after its expiration, by a *hearing panel* on any terms and conditions the *hearing panel* considers appropriate.

8405. Appearance and representation

(1) A *party* in a proceeding may be self-represented or may be represented by counsel or an agent.

(2) A self-represented *party* must *file* and keep current during a proceeding the *party's* address, telephone number and email address, as applicable.

(3) A *person* who appears as counsel or agent for a *party* in a proceeding must *file* and keep current during the proceeding the *person's* address, telephone number and email address, as applicable, and the name and address of the *party* represented.

(4) A *party* who is represented by counsel or an agent may:

(i) change the counsel or agent by serving on the counsel or agent and on every other *party*, and *filing*, a notice of change giving the name, address, telephone number, facsimile number and email address of the new counsel or agent, as applicable, or

(ii) elect to act in person by serving on the counsel or agent and on every other *party,* and *filing*, a *notice* of intention to act in person, giving the *party's* address, telephone number, facsimile number and email address, as applicable.

(5) A *party* who appoints a new counsel or agent in the course of a proceeding must comply with clause 8405(4)(i).

(6) Counsel or an agent for a *party* may withdraw as counsel or agent by serving on the *party* and other *parties* and *filing* a written notice of withdrawal.

(7) If counsel or an agent for a *party* seeks to withdraw as counsel or agent less than 30 days prior to the date on which a matter is scheduled to be heard by a *hearing panel*, the counsel or agent may withdraw only with leave of the *hearing panel* obtained on a motion.

(8) Where a *party* is represented by counsel or an agent:

(i) *documents* served on the *party* must be served on the *party's* counsel or agent, unless the *Rules of Procedure* require otherwise,

(ii) communications with the *party* must be with the *party's* counsel or agent, and

(iii) the *party* must address a *hearing panel* through the *party's* counsel or agent.

8406. Service and filing

(1) A *document* required to be served under the *Rules of Procedure* must be served on all *parties* to the proceeding.

(2) A notice of *hearing* under section 8414, a notice of *application* under section 8425 or 8426, a notice of request for review from a *decision* made under Rule 9200, and a *decision* of a *hearing panel* on the merits of such a proceeding that is served on an *Approved Person* must, for information purposes, be sent concurrently to the *Dealer Member* that employs the *Approved Person*.

(3) Subject to subsection 8406(4), a *document* required to be served must be served by one of the following methods:

(i) personal delivery to the *party*,

(ii) delivery to the *party's* counsel or agent,

(iii) delivery to an adult person at the *party's* place of residence, employment or business or the place of business of the *party's* counsel or agent,

(iv) if the *party* is a corporation, delivery to an officer, director or agent of the corporation or a *person* at any place of business of the corporation who appears to be in control or management *of* the place of business,

(v) if the *party* is a partnership, delivery to a partner or a *person* at any place of business of the partnership who appears to be in control or management of the place of business,

(vi) mail or courier to the last known address of the *party* or the *party's* counsel or agent,

(vii) electronic transmission to the *party* or the *party's counsel* or agent, or

(viii) by any other means with the *party*'s consent or authorized by a *hearing panel*.

(4) A notice of *hearing* and a notice of *application* must be served by:

(i) personal *delivery* to the *party*,

(ii) registered mail to the *party's* last known address,

(iii) registered and ordinary mail or courier with confirmation of receipt to the *party's* last known address,

(iv) delivery to the *party's* counsel or agent, with the consent of counsel or the agent,

(v) electronic transmission to the *party* or the *party's* counsel or agent, with the consent of the counsel or agent,

(vi) any other method set out in subsection 8406(3) to which the *party* consents, or

(vii) any other means authorized by a *hearing panel*.

(5) Service of a *document* is deemed to be effective, when delivered no later than 5 p.m. in the time zone of the recipient:

(i) by delivery, on the day of delivery,

(ii) by mail, on the fifth day after mailing,

(iii) electronically, on the day of transmission,

(iv) by courier, on the earlier of the day noted on the delivery receipt or the second day after the day on which it was given to the courier, or

(v) by any other means authorized by a *hearing panel*, on the day the *document* is served by the means so authorized.

(6) Subsection 8406(5) does not apply where a *party*, counsel or agent, acting in good faith, does not receive the *document* because of an absence, accident, illness or other cause beyond the *person*'s control.

(7) A *document* may not be served or deemed to be served on a day that is not a *business day*, except with the consent of the *party* being served or as ordered by the *hearing panel*.

(8) Service of a *document* may be proved by an affidavit of the *person* who served it.

(9) A *document* required to be *filed* under the *Rules of Procedure* must be *filed* by delivering or sending by:

(i) mail or courier the *document*, with proof of service, to the *Hearings Office* at *CIRO's* offices in the *District* in which the proceeding is conducted, or

(ii) electronic transmission to the *Hearings Office*.

(10) The *Hearings Office* may require *filing* of a *document* by mail, courier, electronic transmission or other means.

(11) A *party* who serves or *files* a *document* must include with it:

(i) the *party's* name and contact details, including address, telephone number, and e-mail address, as applicable, or

(ii) if the *party* is represented by counsel or an agent, the name and contact details, including address, telephone number, and e-mail address of the *party's* counsel or agent,

(iii) the name of the proceeding to which the *document* relates, and

(iv) the name of each *party*, counsel or agent served with the *document*.

(12) Subject to *CIRO requirements*, a *document* that is *filed* must be made available by the *Hearings Office* for public inspection, unless confidentiality is requested and a *hearing panel* applying the standard in clause 8203(5)(iii) or 8203(5)(iv) orders otherwise.

(13) A *hearing panel* may waive or validate service.

8407. Hearings Office

(1) The *Hearings Office* administers all proceedings brought pursuant to the *Rules of Procedure*, including:

(i) the selection of members of *hearing panels*,

(ii) scheduling and arranging *hearings* and *prehearing conferences*,

(iii) care, custody and distribution to members of *hearing panels* of *filed documents*,

(iv) maintaining a *hearing* record, including original exhibits,

(v) dating and distributing written *hearing panel decisions* and reasons to *parties* to a proceeding,

(vi) issuing and serving a notice or summons to attend and testify or produce *documents*, where so authorized by a *decision* of a *hearing panel*, and

(vii) any other administrative functions that are reasonably necessary for the efficient conduct of a proceeding.

(2) The *Hearings Office* acts as liaison between members of a *hearing panel* and *parties* to a proceeding and, other than in the course of an *oral hearing*, a *party* must communicate to a *hearing panel* through the *Hearings Office* and serve all other *parties* with the communication.

(3) The *Hearings Office* may seek the advice of the chair of a *hearing committee* in the *District* with respect to legal, administrative or procedural issues.

(4) The *Hearings Office*, after consultation with the chairs of the *hearing committees* in all *Districts*, may publish on *CIRO's* website guidelines concerning practices to be followed under the *Rules of Procedure*.

(5) The *Hearings Office* may prescribe the form and format of *documents* and forms that are required to be *filed* under the *Rules of Procedure*.

(6) The *Hearings Office* may designate *individuals* to perform the functions for which the *Hearings Office* is responsible under the *Rules of Procedure*.

8408. Hearing panels

(1) The *Hearings Office* is responsible for the selection of members of a *hearing* panel from members of a *hearing committee*.

(2) In connection with the selection of a *hearing panel*, the *Hearings Office* may consult with or seek the advice of the chair of a *hearing committee* in the *District*.

(3) For a *hearing* under sections 8209, 8210, 8215 or Rule 9300, the *Hearings Office* must, subject to subsections 8408(4) and 8408(6), select two *industry members* and one *public member* from the *hearing committee* of the applicable *District* as members of the *hearing panel*.

(4) If the chairs of both *hearing committees* consent, the *Hearings Office* may select a member of a *hearing committee* in one *District* to serve on a *hearing panel* in another *District*, but a *hearing panel* that considers a matter that relates to conduct in Québec must have a majority of members who reside in Québec.

(5) The *Hearings Office* must appoint a *public member* as the chair of a *hearing panel*, and if the matter relates to conduct in Québec, the chair must be a *public member* of the *hearing committee* in the Québec *District*.

(6) The *Hearings Office* may appoint a one-member *hearing panel* consisting of a *public member* of a *hearing committee* in a proceeding under section 8211 or section 8212, a motion or *prehearing conference*, or to act as case manager of a proceeding.

(7) The *Hearings Office* must not select an *individual* to be a member of a *hearing panel*, if the *individual:*

(i) is an officer, partner, director, employee or *associate* of, or is providing services to, a *party* or if a *party* is an *affiliate*, *associate* or employee of another *person* with whom the *individual* is in such a relationship,

(ii) has or had another relationship to a *party* or matter that may create a reasonable apprehension of bias,

(iii) is precluded from acting as a member of the *hearing panel* by *CIRO requirements*, any law applicable in the *District* in which the *hearing* is held or by the recognition order or registration under *securities laws* of a *Marketplace* whose rules are the subject of the *hearing*, or

(iv) was consulted by or advised the *Hearings Office* in connection with the *selection* of the *hearing panel*.

(8) The *Hearings Office* may not select an *individual* who is a member of a *hearing panel* in a proceeding under sections 8211 or 8212 as a member of a *hearing panel* on a subsequent *hearing* relating to the same matter, including a motion for a stay of a *sanction* imposed under section 8212, unless all *parties* consent to the selection of the member.

(9) The *Hearings Office* may not select a member of a *hearing panel* who participates in a *prehearing conference* or who case manages a proceeding to be a member of the *hearing panel* on the merits, unless all *parties* consent to the selection of the member.

(10) If a member of a *hearing panel* becomes unable to continue to serve as a member of the *hearing panel* for any reason, the remaining members may continue to hear the matter and render a *decision*, but only with the consent of all *parties*, and if neither of the remaining members is the chair, the *hearing panel* may retain its own legal counsel to advise it on legal and procedural issues, but not on the merits of the proceeding.

(11) A *decision* of a *hearing panel* must be made by a majority of its members, and if the *hearing panel* consists of two members, must be unanimous.

8409. Form of hearings

(1) Subject to subsections 8409(2) through 8409(11), a *hearing panel* may conduct a *hearing* as an *oral hearing* or a *written hearing*.

(2) A *hearing panel* may conduct an *oral hearing* in one or more of the following forms:

(i) with some or all *parties* participating electronically (by telephone, videoconference, or another form of electronic technology that allows persons to hear one another), or

(ii) with some or all *parties* physically present in the *hearing* room.

(3) A *hearing panel* may determine the form of an *oral hearing* or oral part of a *hearing* including with respect to *parties*' physical presence in the *hearing* room. In making this determination, the *hearing panel* may consider subsections 8409(5) through 8409(7).

(4) Subject to subsections 8409(5) through 8409(11), a *written hearing* may be held only for:

(i) a motion relating to procedural issues,

(ii) a *hearing* on agreed facts, and

(iii) any other motion or *hearing* that a *hearing panel* considers appropriate.

(5) In determining whether to hold a *hearing* as an *oral hearing* or *written hearing*, or in determining the appropriate form of an *oral hearing*, a *hearing panel* may consider any relevant factors, including:

(i) the nature of the *hearing*, the subject matter of the *hearing*, and the issues to be addressed, including whether they are issues of fact, law or procedure,

(ii) the evidence to be presented, including whether facts are in dispute and credibility is an issue,

(iii) the cost, efficiency and timeliness of the *hearing* or the proceeding,

(iv) any delay that might be caused by proceeding electronically or in a *hearing* room,

(v) the efficacy of examination or cross-examination of witnesses,

(vi) the fairness of the *hearing* process to, and the convenience of, each of the *parties*,

(vii) accessibility to the *parties* and the public,

(viii) facilitation of participation by vulnerable or disadvantaged *individuals*, and

(ix) health and safety considerations, and measures that may be taken to mitigate related risks.

(6) A *party* may request an *oral hearing* proceed in one of the two forms provided for in subsection 8409(2) or a *written hearing* in a *commencing notice*.

(7) If a *party* requests a *written hearing* or an *oral hearing* proceed in one of the two forms provided for in subsection 8409(2):

(i) in a notice of *hearing*, a *party* may object to the requested form of *hearing* in the *party's response* or by bringing a motion,

(ii) in a *commencing notice* other than a notice of *hearing*, a *party* may object to the *requested* form of *hearing* by serving and *filing* a notice of objection within three days after the *commencing notice* is served on the *party*.

(8) A notice of objection must state the reasons for the objection, including any prejudice the requested form of *hearing* may cause the *party* and the facts on which the *party* relies and may be accompanied by any evidence on which the *party* relies for the objection.

(9) A *hearing panel* that receives a notice of objection may:

(i) accept the objection and refer the matter to the *Hearings Office* to set a date for an *oral hearing* or, with the consent of all *parties*, set a date for an *oral hearing* or *schedule* for a *written hearing*,

(ii) reject the objection, or

(iii) order a *written hearing* to consider the objection and provide other *parties* an opportunity to respond to the notice of objection in a manner and time that the *hearing panel* directs.

(10) If a notice of objection is filed, the *hearing panel* must render its *decision* on the form of *hearing* in writing as expeditiously as possible, taking into consideration the date and nature of the *hearing* and proceeding and the needs of the *parties* to present evidence and prepare and serve submissions and responding submissions.

(11) Unless a *party* objects, a *hearing panel* may, on its own motion or at a *party*'s request, at any stage of a proceeding make an order continuing:

(i) a *written hearing* as an *oral hearing*,

and

(ii) an *oral hearing* as a *written hearing*.

(12) A *hearing panel* that orders an *oral hearing* be conducted electronically in whole or in part may require one or more of the *parties*:

(i) to make the arrangements for the *hearing*, and

(ii) to pay all or part of the costs of conducting the *hearing* electronically.

(13) Where a *hearing panel* orders that an *oral hearing* or an oral part of a *hearing* proceed with some or all of the *parties* physically present in the *hearing* room, all *parties* must be prepared for the form of any part of the *hearing* to change, including on short notice.

8410. Hearing panel decisions

(1) A *decision* of a *hearing panel* and the reasons for the *decision* must be dated by the *Hearings Office* and served on each *party* in accordance with subsection 8406(3).

(2) *CIRO* must publish on its website a summary of the *decision* of a *hearing panel*, except a *decision* in a *prehearing conference*, containing:

(i) *CIRO requirements* or *applicable laws* that have been contravened,

(ii) the essential facts,

(iii) the *decision*, including any *sanction* and costs, and

(iv) except where the *decision* rejects a *settlement agreement*, a statement that a copy of the *decision* may be obtained on *CIRO's* website.

(3) *CIRO* must publish on its website a *decision* of a *hearing panel* and the reasons for the *decision*, except a *decision* and reasons rejecting a *settlement agreement*.

(4) A decision made by a *hearing panel* on the merits of a proceeding must be recorded in the record maintained by *CIRO* with respect to the *respondent*.

(5) In addition to a *decision* accepting a *settlement agreement* and the reasons for it, *CIRO* must publish and record information concerning the accepted *settlement agreement* in accordance with subsections 8410(2) through 8410(4), as if the *settlement agreement* were a *decision* on the merits.

8411. Language of hearings and interpreters

(1) A *hearing* may be conducted in English or French or partly in English or French.

(2) A *hearing* in a *District* other than Québec must be conducted in English, unless the *parties*, with the consent of a *hearing panel*, agree that it be conducted in French.

(3) A *hearing* in Québec must be conducted in French, unless the *parties*, with the consent of a *hearing panel,* agree that it be conducted in English.

(4) A *party* who wishes a *hearing* to be conducted in French in a *District* other than Québec, or in Québec in English, must *file* a request with the *Hearings Office* as soon as possible after the proceeding is commenced.

(5) A *party* who requires an interpreter for a language other than the language in which a *hearing* is to be conducted, whether to assist the *party* or for the testimony of a witness to be called by the *party*, must notify the *Hearings Office* at least 30 days before the commencement of the *hearing*.

(6) An interpreter must be competent and independent and must swear or affirm to interpret accurately.

(7) If a *party* requires an interpreter in a language other than English or French, whether to assist the *party* or for the testimony of a witness, the *party* must provide the interpreter at the *party's* own expense.

8412. Commencement and abandonment of proceedings

(1) A proceeding, and a step in a proceeding that requires a notice, is commenced upon the issuance by the *Hearings Office* of a *commencing notice* at the request of a *party*.

(2) A *party* who requests the issuance of a *commencing notice* must first obtain a date from the *Hearings Office* for:

(i) if the *commencing notice* is a notice of *hearing*, an initial appearance before a *hearing panel*,

(ii) if the *commencing notice* is a notice of *application*, the *hearing* of the *application*,

(iii) if the *commencing notice* is a notice of motion, the *hearing* of the motion,

(iv) if the *commencing notice* is a notice of *prehearing conference*, the *prehearing conference*, or

(v) if the *commencing notice* is a notice of request for review pursuant to sections 8427 or 8430, the review *hearing*,

and must submit a copy of the *commencing notice* to the *Hearings Office* with a request that it be issued.

(3) A request under subsection 8412(2) to the *Hearings Office* for a date or the issuance of a *commencing notice* must be made on a form prescribed by the *Hearings Office*.

(4) If a *hearing panel* sets a date for a *prehearing conference*, or other *hearing* other than in connection with a *commencing notice*, the *Hearings Office* must give written notice of the date to the *parties* by mail or electronic transmission in accordance with clause 8406(3)(vi) or 8406(3)(vii).

(5) Upon issuing a *commencing notice* or other notice of a *hearing*, the *Hearings Office* must place a copy of the *commencing notice* or other notice in a file maintained for the proceeding.

(6) *CIRO* must publish on its website an announcement of and copy of a *commencing notice* or other notice as soon as practicable after it is issued by the *Hearings Office*, unless the *commencing notice* is for an *application* under section 8211 made without notice to the *respondent* or is a notice of *prehearing conference*.

(7) A *party* who initiates a proceeding or a step in a proceeding that requires a notice may abandon the proceeding or step before it has been decided by a *hearing panel* by serving and *filing* a notice of abandonment.

(8) If a proceeding or a step in a proceeding is abandoned, *CIRO* must publish on its website an announcement of and a copy of the notice of abandonment as soon as practicable after it is *filed*, unless the *commencing notice* for the proceeding or step has not been so published.

8413. Motions

(1) A motion must be commenced by a notice of motion.

(2) A motion may be brought:

(i) with the consent of a *hearing panel*, prior to, or

(ii) at any time after,

the commencement of a proceeding.

(3) Where a motion is to be heard before a *hearing* on the merits, the *party* who brings a motion must obtain a date for the motion from the *Hearings Office*.

(4) A *party* who brings a motion must serve and *file* a motion record at least 14 days prior to the date of the motion, unless the motion is brought during a *hearing*, in which case the *hearing panel* may determine the procedure to be followed for the motion.

(5) A *hearing panel* may permit a *party* to bring a motion without notice to the *respondent*, if the nature of the motion or the circumstances make service of a notice of motion impractical.

(6) A notice of motion must contain:

(i) the date, time and location of the *hearing* of the motion,

(ii) the relief sought,

(iii) a summary of the grounds for the relief sought, including reference to any *CIRO requirements* or *applicable laws*,

(iv) a list of evidence and other materials to be relied on, and

(v) the proposed form of the *hearing*.

(7) A motion record must contain:

(i) the notice of motion, and

(ii) copies of the evidence, including affidavits and other materials relied on.

(8) A responding *party* may serve and *file* a responding record at least nine days prior to the date of the motion, unless the motion is brought during a *hearing* and the *hearing panel* orders otherwise.

(9) A responding record must contain:

(i) the order requested by the *responding party*, including a statement of the reasons for the order requested, and

(ii) copies of any additional evidence, including affidavits and other materials relied on.

(10) A *party* who is served with a responding record that contains affidavit evidence may serve and *file* a reply record containing additional affidavit evidence at least seven days before the date of the motion.

(11) A *party* who *files* an affidavit in connection with a motion must make the person who swears to an affidavit reasonably available to be cross-examined by an adverse *party* prior to the *hearing* of the motion.

(12) A *party* who brings a motion may serve and *file* a memorandum of fact and law at least five days before the date of the motion.

(13) A responding *party* may serve and *file* a memorandum of fact and law at least two days before the date of the motion.

(14) A motion must be heard by a *hearing panel*.

(15) A *hearing panel* may, on any terms and conditions it considers appropriate, permit oral testimony to be adduced at the *hearing* of a motion on any matter in issue and allow cross-examination of the person who swears to an affidavit.

(16) A *hearing panel* may:

(i) grant the relief requested in a motion,

(ii) dismiss or adjourn the motion in whole or in part, with or without terms, or

(iii) make another decision it considers appropriate, including adjourning the motion to be heard by the *hearing panel* that hears the proceeding on its merits.

PART B – ENFORCEMENT PROCEEDINGS

8414. Commencement of disciplinary proceedings

(1) Forthwith after a proceeding pursuant to section 8209 or 8210 is commenced, *Enforcement Staff* must serve the *respondent* with, and *file*, the notice of *hearing* and a statement of allegations.

(2) A notice of *hearing* must contain:

(i) the date, time and location of an initial appearance before a *hearing panel*,

(ii) a statement of the purpose of the proceeding,

(iii) a statement that the allegations on which the proceeding is based are contained in the statement of allegations,

(iv) a reference to *CIRO requirements* under which the proceeding is brought,

(v) the nature of the *sanctions* that may be imposed,

(vi) a statement that the *respondent* may object to the form of *hearing* and the procedure to be followed for an objection,

(vii) a statement that the *respondent* must provide a response to the notice of *hearing* in accordance with section 8415, the time within which a response must be served and *filed* and the consequences of failing to do so,

(viii) a statement that the initial appearance will be followed immediately by an initial *prehearing conference*, for which a *prehearing conference* form must be *filed* in accordance with subsection 8416(5),

(ix) a statement notifying the *respondent* that they may be self-represented or may be represented by counsel or an agent,

(x) a statement notifying the *respondent* that they are entitled to:

(a) appear and be heard at the *hearing*,

(b) call and examine witnesses and present documentary and other evidence, and

(c) cross-examine witnesses as reasonably required for a full and fair disclosure of all matters relevant to the issues in the proceeding, and

(xi) any other information that *Enforcement Staff* considers advisable.

(3) A statement of allegations may accompany or comprise part of a notice of *hearing* and must contain:

(i) a reference to *CIRO requirements* or *applicable laws* that the *respondent* is alleged to have contravened,

(ii) the facts alleged in support of the alleged contraventions, and

(iii) the conclusions of *Enforcement Staff* based on the alleged facts.

(4) The date of an initial appearance set out in a notice of *hearing* must not be less than 45 days after the notice of *hearing* is served, unless the *respondent* consents to an earlier date.

8415. Response to a notice of hearing

(1) A *respondent* must serve and *file* a response within 30 days from the date of service of a notice of *hearing*.

(2) A response must contain a statement of:

(i) the facts alleged in the statement of allegations that the *respondent* admits,

(ii) the facts alleged that the *respondent* denies and the grounds for the denial, and

(iii) all other facts on which the *respondent* relies.

(3) A *hearing panel* may accept as proven any facts alleged in a statement of allegations that are not specifically denied or for which grounds for the denial are not provided in a response.

(4) If a *respondent* who has been served with a notice of *hearing* does not serve and *file* a response in accordance with subsection 8415(1), the *hearing panel* may proceed with the *hearing* of the matter on its merits on the date of the initial appearance set out in the notice of *hearing*, without further notice to and in the absence of the *respondent*, and the *hearing panel* may accept as proven the facts and contraventions alleged in the statement of allegations and may impose *sanctions* and costs pursuant to section 8209 or 8210, as applicable.

8416. Prehearing conferences

(1) At any time prior to commencement of the *hearing* of a proceeding on the merits:

(i) a *hearing panel* may order a *prehearing conference*, or

(ii) a *party* may request a *prehearing conference* by serving and *filing* a notice of *prehearing conference* at least 14 days before the date of the *prehearing conference*.

(2) A notice of *prehearing conference* must contain:

(i) the date, time, location and purpose of the *prehearing conference*,

(ii) any order of a *hearing panel* concerning the obligations of the *parties* with respect to the *prehearing conference*, including:

(a) any requirement concerning the exchange or *filing* of *documents* or submissions pursuant to subsection 8416(7), and if so the issues to be addressed and the date by which the *documents* or submissions must be exchanged and *filed*,

(b) whether the *parties* must attend in person,

(iii) a statement that the *parties* may be represented by counsel or an agent who, if a *party* is not required to attend, must have authority to make agreements and undertakings on the *party's* behalf,

(iv) whether it is proposed that the *prehearing conference* is to be:

(a) heard orally with *parties* physically present in the *hearing* room or participating electronically, or

(b) in writing,

(v) a statement that if a *party* does not attend themselves or by counsel or an agent, the *hearing* panel may proceed with the *prehearing conference* in the *party's* absence, and

(vi) a statement that any orders made by the *hearing panel* will be binding on the *parties*.

(3) If a *hearing panel* orders a *prehearing conference*, the *Hearings Office* must set a date for the *prehearing conference*, if necessary, and serve a notice of *prehearing conference* on the *parties* with a copy of the *decision* of the *hearing panel*.

(4) If a *respondent* has served and *filed* a response in accordance with subsection 8415(1), the initial appearance provided in a notice of *hearing* must be followed immediately by an initial *prehearing conference*, for which no notice of *prehearing conference* is required.

(5) If a response has been served and *filed*, the *parties* must serve and *file* a *prehearing conference* form, in a form prescribed by the *Hearings Office*, at least five days before the date of the initial appearance specified in the notice of *hearing*.

(6) At a *prehearing conference*, a *hearing panel* may consider any issue that may assist in a just and expeditious resolution of the proceeding, including:

(i) identification, simplification and clarification of the issues,

(ii) disclosure of *documents*, including expert reports,

(iii) facts or evidence on which the *parties* agree,

(iv) admissibility of evidence, including evidence to be admitted on consent and identification of objections,

(v) scheduling of motions,

(vi) procedural issues, including identifying and setting dates by which steps in the proceeding are to be commenced or taken, the estimated duration of a *hearing* and the dates on which the *hearing* will commence and be conducted,

(vii) settlement of any or all issues in the proceeding, and

(viii) any other procedural or substantive matters.

(7) A *hearing panel* at a *prehearing conference* may:

(i) set a timetable for steps preceding a *hearing* and for the *hearing*,

(ii) schedule further *prehearing conferences*, preliminary motions and the *hearing* of the proceeding on its merits,

(iii) amend an existing schedule or timetable,

(iv) set the issues to be addressed at a further *prehearing conference* or in a motion,

(v) order the *parties* to exchange or *file* by a specified date *documents* or submissions for purposes of a further *prehearing conference* or a motion,

(vi) order that the proceeding be case managed by the *hearing panel* or another *hearing panel* to be selected by the *Hearings Office*, with or without the consent of the *parties*,

(vii) exercise the authority conferred by section 8208 to require a *person* to attend and give evidence or produce *documents* at a *hearing,* and

(viii) with the consent of the *parties*, make an order resolving any matter, including matters relating to:

(a) facts or evidence agreed on,

(b) disclosure of *documents* or evidence,

(c) the resolution of any or all of the issues in the proceeding, and

(ix) make any other procedural order that the *hearing panel* believes will further the just and expeditious conduct of the proceeding.

(8) A *hearing panel* that case manages a proceeding must preside over all *prehearing conferences* and preliminary motions in the proceeding, unless the *hearing panel* orders otherwise.

(9) An order, agreement or undertaking that is made or given at a *prehearing conference* must be recorded in a prehearing memorandum that is:

(i) prepared by or under the direction of the *hearing panel* taking into account the principles in subsections 8416(12) and 8416(13),

(ii) circulated to the *parties* for comment,

(iii) approved and signed by the *hearing panel,* and

(iv) distributed to the *parties* and any other *person* that the *hearing panel* directs.

(10) A prehearing memorandum must be *filed* and provided to the *hearing panel* at subsequent *hearings* in the proceeding.

(11) An order, agreement or undertaking recorded in a prehearing memorandum is binding on the *parties*, unless a *hearing panel* orders otherwise.

(12) Unless recorded in a prehearing memorandum, all statements and written submissions made at a *prehearing conference* are without prejudice and must not be communicated to a *hearing panel*, except at a subsequent *prehearing conference*.

(13) A *prehearing conference* must be held in the absence of the public, and subject to subsections 8416(9) and 8416(10), prehearing *documents*, exhibits, submissions and transcripts must not be disclosed to the public.

(14) A prehearing agreement to settle all of the issues in a proceeding is subject to approval by another *hearing panel* pursuant to section 8215.

8417. Disclosure

(1) As soon as is reasonably practicable after a response is served and *filed*, and if requested by the *respondent, Enforcement Staff* must disclose to and make available for inspection by a *respondent* all *documents* and things in *CIRO's* possession or control that are relevant to the proceeding, including *documents* and things that are relevant to the *respondent's* ability to make full answer and defence.

(2) Enforcement *Staff* must provide copies to, in hard copy or electronic form, or permit a *respondent* to make copies of all *documents* and things specified in subsection 8417(1) as soon as is reasonably practicable after it makes disclosure and no later than 40 days before the commencement of the *hearing* on the merits.

(3) As soon as is reasonably practicable after a response is served and *filed*, and no later than 40 days before the commencement of the *hearing* on the merits, each *party* to a proceeding must serve every other *party* with:

(i) all *documents* that the *party* intends to produce or enter as evidence at the *hearing* on the merits, and

(ii) a list of items, other than *documents*, that the *party* intends to produce or enter as evidence at the *hearing* on the merits.

(4) At any stage of a proceeding, a *hearing panel* may order a *party* to provide to another *party* any *document* or other information that the *hearing panel* considers appropriate, within a time period and on terms and conditions determined by the *hearing panel*.

(5) A *party* who does not disclose a *document* or thing in compliance with subsections 8417(3) and 8417(4) may not introduce in evidence or refer to the *document* or thing at a *hearing* on the merits without leave of the *hearing panel* on terms and conditions the *hearing panel* considers just.

8418. Witness lists and statements

(1) Subject to section 8417, as soon as reasonably practicable after a response is served and *filed*, and no later than 30 days before the commencement of the *hearing* on the merits, *Enforcement Staff* must serve:

(i) a list of the witnesses *Enforcement Staff* intends to call to testify at the *hearing*, and

(ii) in respect of each witness named on the list, a summary of the evidence the witness is expected to give at the *hearing*, a witness statement signed by the witness or a transcript of a recorded statement of the witness.

(2) Subject to section 8417, as soon as reasonably practicable after a response is served and *filed,* and no later than 20 days before the commencement of the *hearing* on the merits, a *respondent* must serve:

(i) a list of the witnesses, not including the *respondent*, whom the *respondent* intends to call to testify at the *hearing*, and

(ii) in respect of each witness named on the list, a summary of the evidence the witness is expected to give at the *hearing*, a witness statement signed by the witness or a transcript of a recorded statement of the witness, unless the transcript was disclosed by *Enforcement Staff* pursuant to section 8417 or subsection 8418(1).

(3) A summary of expected evidence, witness statement or transcript served in accordance with subsection 8418(1) or 8418(2) must contain:

(i) the substance of the evidence of the witness,

(ii) a reference to any *document* the witness will refer to, and

(iii) the name, address and telephone number of the witness or of a *person* through whom the witness can be contacted.

(4) A *party* who does not include a *person* in a witness list or disclose the *person's* expected evidence in accordance with subsections 8418(1) through 8418(3) may not call the *person* as a witness at the *hearing* without leave of the *hearing panel* on terms and conditions the *hearing panel* considers just.

(5) A witness may not testify to matters not disclosed in accordance with subsection 8418(3) without leave of the *hearing panel* on terms and conditions the *hearing panel* considers just.

8419. Expert witnesses

(1) A *party* who intends to call an expert witness at a *hearing* must, at least 45 days before the commencement of the *hearing*, serve a written report signed by the expert.

(2) A *party* who intends to call an expert witness in response to an expert's report served pursuant to subsection 8419(1) must, at least 20 days before the commencement of the *hearing*, serve a written report signed by the expert.

(3) A *party* who intends to call expert evidence to reply to a responding expert's report served pursuant to subsection 8419(2) must, at least 10 days before the commencement of the *hearing*, serve a written report in reply signed by the expert.

(4) An expert's report must contain:

(i) the name, address and qualifications of the expert,

(ii) the substance of the expert's evidence, and

(iii) a reference to any *document* the expert will refer to.

(5) A *party* who does not comply with subsection 8419(1), 8419(2) or 8419(4) may not call the expert as a witness or introduce in evidence or refer to the expert's report or opinion at a *hearing,* without leave of the *hearing panel* on terms and conditions the *hearing panel* considers just.

(6) If the *party* who calls an expert witness has not complied with subsection 8419(3), the expert witness may not testify to matters for which an expert's report in reply was required, without leave of the *hearing panel* on terms and conditions the *hearing panel* considers just.

8420. Deemed undertaking

(1) In this section, "information" means evidence and information obtained from a *party* that is required to be disclosed or provided pursuant to sections 8416, 8417, 8418 and 8419 prior to a *hearing* on the merits, including evidence and information disclosed or provided in a *prehearing conference*, and any information obtained from such evidence or information.

(2) This section does not apply to *information* obtained otherwise than under section 8416, 8417, 8418 or 8419 or in a *prehearing conference*.

(3) A *party* and its counsel or agent are deemed to undertake not to disclose or use *information* for any purposes other than those of the proceeding in which the *information* was obtained, without the consent of the *party* who disclosed or provided the *information* or *information* on the basis of which the *information* was obtained.

(4) Subsection 8420(3) does not prohibit use of *information* that is:

(i) *filed* with the *Hearings Office*,

(ii) given or referred to during a *hearing,* or

(iii) obtained from information referred to in clauses 8420(4)(i) and 8420(4)(ii).

(5) Notwithstanding subsection 8420(3), *information* may be used to impeach the testimony of a witness in another proceeding.

(6) A *hearing panel* may permit the use of *information* that is subject to this section for purposes other than those of the proceeding in which it was disclosed or provided, if the *hearing panel* is satisfied that the public interest outweighs any prejudice that would result to the *party* who disclosed the *information* or the *person* from whom it was obtained by that *party*, subject to any terms and conditions the *hearing panel* considers just.

8421. Order to attend and issue of summons

(1) At any stage of a proceeding, a *party* may request a *hearing panel* to exercise its authority under section 8208 to require a *person* to attend and give evidence or produce *documents* at a *hearing*.

(2) If a *hearing panel* orders a *person* who is subject to *CIRO's* contractual jurisdiction to attend and give evidence or produce *documents*, the *Hearings Office* must serve a notice, in a prescribed form, by personal service in accordance with clause 8406(3)(i), 8406(3)(iv) or 8406(3)(v), requiring the attendance of the *person* to give evidence or produce *documents*, as ordered by the *hearing panel*.

(3) If a *hearing panel* orders an employee, partner, director or officer of a *Regulated Person*, who is not an *Approved Person*, to attend at a *hearing,* the *Hearings Office* must serve a notice on the *person* in accordance with subsection 8421(2) and on the *Regulated Person* requiring the *Regulated Person* to direct the *person* to comply with the order.

(4) If a *hearing panel* orders a *person* who is not subject to *CIRO's* contractual jurisdiction to attend and give evidence or produce *documents* in a *District* in which the *hearing panel* is authorized by law to do so, the *Hearings Office* must serve a summons or subpoena in accordance with the procedure prescribed by law for the issue of a summons or subpoena by a court, regulatory tribunal or analogous decision maker in the *District*.

8422. Adjournments

(1) A *party* who decides to request an adjournment of a *hearing* on the merits must immediately so advise the other *parties* and the *Hearings Office* in writing.

(2) If the other *parties* consent to the request for an adjournment, the *requesting party* may serve and *file* a written request for the adjournment stating that it is made on consent, and a *hearing panel* may:

(i) refuse the request,

(ii) reschedule the *hearing* without a *hearing* on the request, or

(iii) require a *hearing* on the request.

(3) If the *parties* do not consent to a request for an adjournment, the *requesting party* must bring a motion as soon as possible and the notice of motion must contain:

(i) the reasons for the adjournment,

(ii) the length of time requested for the adjournment, and

(iii) if the motion is brought fewer than 40 days before the date of the *hearing*, a request for an abridgement of the times specified in section 8413, if necessary.

(4) If a motion requesting an adjournment cannot be heard at least 20 days before the date for the commencement of the *hearing* and the *parties* do not consent, the motion must be

heard at the commencement of the *hearing* and the *requesting party* must be prepared to proceed if the motion is denied.

(5) A *hearing panel* may grant or deny an adjournment on any terms and conditions it considers just.

8423. Conduct of hearing on the merits

(1) At a *hearing* on the merits a *respondent* is entitled to be represented by counsel or an agent and to make submissions.

(2) At a *hearing* on the merits, other than a *written hearing*, a *respondent* is entitled:

(i) to attend and present their case,

(ii) to call and examine witnesses and present documentary and other evidence, and

(iii) to cross-examine witnesses as reasonably required for a full and fair disclosure of all matters relevant to the issues in the proceeding.

(3) A *hearing* on the merits, other than a *written hearing*, must be conducted in the following order:

(i) *Enforcement Staff* may make an opening address, which may be followed by an opening address by the *respondent*,

(ii) Enforcement *Staff* must present its evidence and examine its witnesses, who may be cross-examined by the *respondent*,

(iii) if the *respondent* has not made an opening address immediately following *Enforcement Staff*'s opening address, the *respondent* may make an opening address and must present its evidence and examine its witnesses, who may be cross-examined by other *parties*,

(iv) *Enforcement Staff* may present evidence in reply to any evidence presented for the first time by the *respondent* and examine witnesses, who may be cross-examined by the *respondent*,

(v) if the *hearing panel* requests or permits, the *parties* may serve and *file*, by dates ordered by the *hearing panel*, submissions in writing on the facts and legal argument with respect to the contraventions alleged in the notice of *hearing*, which submissions must not be made public prior to the commencement of the *hearing* of the submissions, and, if necessary, the *Hearings Office* must set a date for the *hearing* of such submissions,

(vi) Enforcement *Staff* may make closing submissions, followed by the *respondent's* closing submissions and *Enforcement Staff's* reply to issues raised by the *respondent*,

(vii) unless the *parties* agree otherwise, after the *hearing panel* makes its *decision* on the merits of the allegations in the notice of *hearing*, the *Hearings Office* must set a date for the presentation of additional evidence, if any, and the *hearing* of submissions on *sanctions* and costs, and

(viii) the *hearing panel* may request or permit the *parties* to serve and *file* written submissions on *sanctions* and costs, which submissions must not be made public prior to the commencement of the *sanctions hearing*.

(4) After cross-examination of a witness, the *party* who called the witness may further examine the witness with respect to matters raised for the first time in cross-examination.

(5) Following examination and cross-examination of a witness, a *hearing panel* may ask questions of the witness, subject to the right of the *parties* to ask further questions with respect to matters raised by the *hearing panel*.

(6) If two or more *respondents* are separately represented, the *hearing panel* may direct the order of presentation.

(7) A *hearing panel* may control the scope and manner of questioning of a witness to protect the witness from undue harassment.

(8) A *hearing panel* may order a witness to be excluded from a *hearing* until the witness is called to give evidence, unless the presence of the witness is necessary to instruct a *party's* counsel or agent, in which case the *hearing panel* may require the witness to be called to give evidence before other witnesses are called.

(9) If a *hearing panel* orders the exclusion of a witness, evidence given during the witness's absence from the *hearing* must not be communicated to the witness until the witness has completed giving evidence, except with leave of the *hearing panel*.

(10) A *hearing panel* may permit a *party* to present the evidence of a witness or proof of a particular fact or *document* by affidavit, unless another *party* reasonably requires the attendance of the witness at the *hearing* for cross-examination.

(11) If a *hearing panel* requests or permits the *parties* to make written submissions on *sanctions* and costs, unless the *hearing panel* orders otherwise:

(i) the date set for the *sanctions hearing* must be at least 30 days after the date of the *decision* on the merits,

(ii) *Enforcement Staff* must serve and *file* submissions at least 14 days before the *sanctions hearing*,

(iii) the *respondent* must serve and *file* submissions at least seven days before the *sanctions hearing*, and

(iv) Enforcement *Staff* must serve and *file* any reply submissions at least three days before the *sanctions hearing*.

(12) If a *respondent* who has been served with a notice of *hearing* does not attend the *hearing* on the merits, the *hearing panel:*

(i) may proceed with the *hearing* in the *respondent's* absence and may accept as proven the facts and contraventions alleged in the notice of *hearing* and statement of allegations, and

(ii) if it finds that the *respondent* committed the alleged contraventions, may hear submissions on *sanctions* from *Enforcement Staff* immediately, without a further *hearing* on *sanctions* and costs, and may impose *sanctions* and costs pursuant to sections 8209 or 8210, as it considers appropriate.

8424. Written hearings

(1) If a *hearing* is a *written hearing*, the *party* who serves a *commencing notice* must, with the motion or other record required by the *Rules of Procedure* or within a time directed by a *hearing panel*, serve and *file* the *party's* written submissions containing, as applicable:

(i) a statement of agreed facts,

(ii) the *party*'s factual and legal submissions, and

(iii) any material ordered by the *hearing panel*.

(2) A *respondent* or *responding party* may respond, within the time provided in subsection 8413(8) or in a *decision* of a *hearing panel*, by serving and *filing* a responding motion record, if applicable, and the *party's* factual and legal submissions.

(3) A *party* may reply to a response served pursuant to subsection 8424(2), within the time provided in subsection 8413(10) or in a *decision* of a *hearing panel,* by serving and *filing* a reply record, if applicable, and the *party's* factual and legal submissions.

(4) A *hearing panel* may:

(i) require a *party* to serve and *file* additional information,

(ii) on request of a *party*, order that a *party* present a witness to be examined or cross-examined on any terms and conditions the *hearing panel* directs, and

(iii) after considering the record, order that the *hearing* be continued as an *oral hearing*.

8425. Temporary orders

(1) Where a proceeding pursuant to section 8211 is commenced, *Enforcement Staff* must *file* a notice of *application* and *application* record at least five days prior to the date of the *hearing* or a shorter period permitted by a *hearing panel*.

(2) An *application* under subsection 8425(1) may be made with or without notice to the *respondent*.

(3) A notice of *application* must contain:

(i) the date, time and location of the *hearing*,

(ii) whether notice has been given to the *respondent*,

(iii) a statement of the purpose of the proceeding,

(iv) the *sanctions* requested by *Enforcement Staff*,

(v) the grounds for the *application*, including a reference to any *CIRO requirements* or *applicable laws* that the *respondent* is alleged to have contravened,

(vi) a statement of the facts alleged that support the alleged contraventions and the need for a temporary order,

(vii) a list of documentary and other evidence relied on,

(viii) the proposed form of the *hearing*, and

(ix) any other information that *Enforcement Staff* considers advisable.

(4) An *application* record must contain:

(i) the notice of *application*, and

(ii) copies of the evidence, including affidavit and other materials relied on.

(5) If an *application* under subsection 8425(1) is made with notice, *Enforcement Staff* must serve the *respondent* with the *application* record before it is *filed* and the *respondent* may serve and *file* a responding record at least two days prior to the date of the *hearing*.

(6) A responding record must contain:

(i) the order requested by the *respondent*, including a statement of the reasons for the order requested, and

(ii) copies of any additional evidence, including affidavits and other materials relied on.

(7) A *party* to an *application* under subsection 8425(1) may serve, if notice is given, and *file* a memorandum of fact and law prior to the *hearing* of the *application*.

(8) A *hearing panel* may, at any time, on any terms or conditions it considers appropriate, require oral testimony to be adduced at the *hearing* on any matter in issue and allow cross-examination on an affidavit.

(9) A *hearing panel* may:

(i) grant the temporary order requested,

(ii) dismiss or adjourn the *application* in whole or in part, with or without terms, and

(iii) make another *decision* it considers appropriate.

(10) If an *application* under subsection 8425(1) is made on notice, the *decision* and reasons of the *hearing panel* constitute the notice required by subsection 8211(3).

(11) If an *application* under subsection 8425(1) is made without notice, a notice of a temporary order pursuant to subsection 8211(3) must contain:

(i) a statement that a temporary order has been made with respect to the *respondent*, describing the terms of the temporary order,

(ii) the grounds on which the temporary order was requested and a reference to the notice of *application* containing them, and

(iii) a summary of subsection 8211(2) and the date, time and location of a *hearing* pursuant to clause 8211(2)(i).

(12) A notice of a temporary order under subsection 8425(11) must be accompanied by:

(i) a copy of the *decision* or order and reasons of the *hearing panel*,

(ii) a copy of the notice of *application* and *application* record *filed* by *Enforcement Staff*,

(iii) a summary of any oral evidence received by the *hearing panel* or a transcript of the *hearing*,

(iv) copies of any documentary or other evidence received by the *hearing panel* that is not contained in the *application* record, and

(v) any written submissions presented to the *hearing panel*.

(13) A *hearing* to extend a temporary order must follow the procedure in section 8413 for a motion.

8426. Protective orders

(1) Where a proceeding pursuant to section 8212 is commenced, *Enforcement Staff* must serve the *respondent* with, and *file,* a notice of *application* and *application* record at least five days prior to the date of the *hearing* or a shorter period permitted by a *hearing panel*.

(2) A notice of *application* must contain:

(i) the date, time and location of the *hearing,*

(ii) a statement of the purpose of the proceeding,

(iii) the order requested by *Enforcement Staff*,

(iv) the grounds for the *application*, including a reference to any *CIRO requirements* or *applicable laws* that the *respondent* is alleged to have contravened,

(v) a statement of the facts alleged that support the alleged contraventions, the need for a protective order and the order sought,

(vi) a list of documentary and other evidence relied on,

(vii) the proposed form of the *hearing*, and

(viii) any other information that *Enforcement Staff* considers advisable.

(3) An *application* record must contain:

(i) the notice of *application*, and

(ii) copies of the evidence, including affidavits and other materials relied on.

(4) Enforcement *Staff* must serve the *application* record before it is *filed* and a *respondent* may serve and *file* a responding record.

(5) A responding record must contain:

(i) the order requested by the *respondent*, including a statement of the reasons for the order requested, and

(ii) copies of any additional evidence, including affidavits and other materials relied on.

(6) A *party* to an *application* under subsection 8426(1) may serve and *file* a memorandum of fact and law prior to the *hearing* of the *application*.

(7) A *hearing panel* may, at any time, on any terms or conditions it considers appropriate, require oral testimony to be adduced at the *hearing* on any matter in issue and allow cross-examination on an affidavit.

(8) A *hearing panel* may:

(i) grant the order requested,

(ii) dismiss or adjourn the *application* in whole or in part, with or without terms, and

(iii) make any other *decision* authorized by subsection 8212(4) that it considers appropriate.

8427. Review of protective orders

(1) A *party* who requests a review of a *decision* made under section 8212 must serve and *file*, within 30 days of the date of the *decision*, a notice of request for review and a review record.

(2) A notice of request for review must contain:

(i) the date, time and location of the *hearing* of the request for review,

(ii) the relief sought,

(iii) the grounds for the relief sought, including reference to any *CIRO requirements* or *applicable laws*,

(iv) a list of evidence and other materials relied on, and

(v) the proposed form of the *hearing*.

(3) A review record must contain:

(i) the notice of request for review, and

(ii) copies of any additional evidence, including affidavits and other materials relied on.

(4) Enforcement *Staff* must *file*, at least seven days prior to the date of the review *hearing*, a record that contains the record of the *hearing* under section 8212, the *decision* and reasons of the *hearing panel*, a transcript of the *hearing* and copies of any documentary or other evidence received by the *hearing panel* not otherwise contained in the record.

(5) A responding *party* may serve and *file* a reply no later than seven days prior to the date of the review *hearing*.

(6) A reply must contain:

(i) the order requested by the *responding party* and a statement of the reasons for the order requested, and

(ii) copies of any additional evidence, including affidavits and other material relied on.

(7) The *parties* may serve and *file* a memorandum of fact and law no later than two days prior to the date of the review *hearing*.

(8) A review *hearing* must be conducted in the following order:

(i) the *requesting* party may present evidence,

(ii) the *responding party* may present evidence,

(iii) the *requesting party* may make submissions,

(iv) the *responding party* may make submissions, and

(v) the *requesting party* may reply to the submissions of the *responding party*.

(9) A *hearing panel* may at any time, on any terms or conditions it considers appropriate, require oral testimony to be adduced at the review *hearing* on any matter in issue and allow cross-examination on an affidavit.

(10) At any time prior to a review *hearing*, a *requesting party* may bring a motion for a stay of an order made under subsection 8212(4).

8428. Settlement hearings

(1) If a *settlement agreement* is made after a notice of *hearing* has been issued, a *settlement hearing* must be commenced by a notice of motion.

(2) If a *settlement agreement* is made before a notice of *hearing* is issued, a *settlement hearing* must be commenced by a notice of *application*.

(3) Enforcement *Staff* must serve the *respondent* with, and *file*, a *commencing notice* for a *settlement hearing* and must *file* copies of the *settlement agreement* at least seven days prior to the date of the *settlement hearing*, unless the *hearing* on the merits has commenced and the *hearing panel* orders otherwise.

(4) A *commencing notice* for a *settlement hearing* must contain:

(i) the date, time and location of the *settlement hearing*,

(ii) the identity of the *respondent*,

(iii) a statement of the purpose of the *hearing*,

(iv) the general nature of the allegations addressed by the *settlement agreement*, and

(v) the proposed form of the *hearing*.

(5) A *settlement agreement* must not be open for inspection by the public unless it has been accepted by a *hearing panel*.

(6) At a *settlement hearing*, facts that are not contained in the *settlement agreement* must not be disclosed to the *hearing panel* without the consent of all *parties*, unless the *respondent* does not appear, in which case *Enforcement Staff* may disclose additional relevant facts, if requested by the *hearing panel*.

8429. Monitor

(1) A request for directions by *Enforcement Staff* or a *Monitor* must be made by bringing a motion in accordance with section 8413.

PART C – REVIEW PROCEEDINGS

8430. Regulatory review hearings

(1) A *party* who requests a review of a *regulatory decision* must serve and *file*, within the time specified in *CIRO requirements* relating to the *regulatory decision* and:

(i) in the case of a decision made under Rule 9200, at least 14 days, and

(ii) in the case of a decision under section 4136, no more than the number of days specified in section 4136

prior to the date of the *hearing*, a notice of request for review and a review record.

(2) A notice of request for review must contain:

(i) the date, time and location of the *hearing* of the request for review,

(ii) the relief sought,

(iii) the grounds for the relief sought, including reference to any *CIRO requirements* or *applicable laws*,

(iv) a list of evidence and other materials relied on, and

(v) the proposed form of the *hearing*.

(3) A review record must contain:

(i) the notice of request for review,

(ii) any notice of the *regulatory decision* received by the *requesting party*,

(iii) the *regulatory decision* and any reasons for the *regulatory decision*,

(iv) any materials that accompanied the notice of the *regulatory decision* or the *regulatory decision* received by the *requesting party*,

(v) copies of any additional evidence, including affidavits and other materials relied on.

(4) A *responding party* may serve and *file* a reply no later than seven days prior to the date of the review *hearing*.

(5) A reply must contain:

(i) the order requested by the *responding party* and a statement of the reasons for the order requested, and

(ii) copies of any additional evidence, including affidavits and other material relied on.

(6) The *parties* may serve and *file* a memorandum of fact and law no later than two days prior to the date of the review *hearing*.

(7) A review *hearing* must be conducted in the following order:

(i) the *requesting party* may present evidence,

(ii) the *responding party* may present evidence,

(iii) the *requesting party* may make submissions,

(iv) the *responding party* may make submissions, and

(v) the *requesting party* may reply to the submissions of the *responding party*.

(8) A *hearing panel* may at any time, on any terms or conditions it considers appropriate, require oral testimony to be adduced at the review *hearing* on any matter in issue and allow cross-examination on an affidavit.

8431. Hearing record for review by a securities regulatory authority

(1) A *party* who applies to a *securities regulatory authority* for review of a final *decision* of a *hearing panel* may obtain a copy of the record of the proceeding in which the *decision* was made by sending a request for the record, in prescribed form, to the *Hearings Office*.

(2) The *Hearings Office* must provide a copy of the record of the proceeding to the *party* within a reasonable time after receipt of a request under subsection 8431(1), subject to payment of any applicable costs or fees.

(3) The record of a proceeding includes copies of:

(i) the *commencing notice* in the proceeding,

(ii) any interim orders made in the proceeding,

(iii) any *prehearing conference* memorandums,

(iv) documentary and other evidence adduced in the proceeding, subject to any limitations imposed under *CIRO requirements* by a *hearing panel* or by law,

(v) any other *documents* in the proceeding requested by a *party*,

(vi) a transcript of oral evidence given at the *hearing*, and

(vii) the *decision* and reasons of the *hearing panel*.

(4) The *Hearings Office* may require the *party* who requests the record of a proceeding to pay the costs of preparing a copy of the record and a reasonable fee for its preparation.

8432. Public access

(1) The *Hearings Office* may omit any *documents* from the public record of a proceeding, if:

(i) the *parties* consent and the *hearing panel* agrees, or

(ii) the *hearing panel* so directs.

(2) The *Hearings Office* may require a *person* who requests access to the public record to pay the costs of preparing a copy of the record and a reasonable fee for its preparation.

8433. – 8999. Reserved.

SERIES 9000 | PROCEDURAL RULES – OTHER

RULE 9100 | COMPLIANCE EXAMINATIONS

9101. Introduction

(1) Rule 9100 sets out the powers of *CIRO* to initiate and conduct compliance examinations and request information and the rights and obligations of *Regulated Persons* with respect to such examinations.

9102. Examinations

(1) An examination under Rule 9100 includes a request for information made by *CIRO* staff other than *Enforcement Staff*.

9103. Conducting examinations

(1) *CIRO* staff may examine the conduct, business and affairs of a *Regulated Person* with respect to *CIRO requirements*, *applicable laws*, or trading or advising in respect of *securities* or *derivatives*.

(2) *CIRO* staff may initiate an examination where they consider it advisable to do so.

9104. Examination powers

(1) In connection with an examination, *CIRO* staff may, by written or electronic request, require a *Regulated Person* or an *employee,* partner, *Director*, *officer* or *approved investor* to:

(i) provide a written report with respect to any matter,

(ii) produce for inspection any *records* in the *person's* possession or control that *CIRO* staff believe may be relevant to the examination, whether written, electronically stored, or recorded,

(iii) provide copies of any such *records* and documents in the manner and form, including electronically and recorded, that *CIRO* staff requests, and

(iv) answer questions with respect to any matter.

(2) In a request made under subsection 9104(1), *CIRO* staff may require production of original documents and must provide a receipt for any original documents received.

(3) In connection with an examination, *CIRO* staff:

(i) may, with or without prior notice, enter the business premises of any *Regulated Person* during business hours,

(ii) are entitled to free access to and to make and keep copies of all books of account, *securities*, cash, documents, bank accounts, vouchers, correspondence and *records* of every description that *CIRO* staff believe may be relevant to the examination, including by taking an image of the computer hard drives or other storage media of the *Regulated Person*, and

(iii) may remove the original of any document or *record* obtained under clause 9104(3)(ii), and where an original document or *record* is removed from the premises, *CIRO* staff must provide a receipt for the removed document or *record*.

9105. Obligations of Regulated Persons and other persons

(1) A *person* who receives a request made under section 9104 must comply with the request within the time specified in it.

(2) A *Regulated Person* must cooperate with *CIRO* staff who are conducting an examination, and a *Regulated Person* must require its employees, partners, directors and officers to cooperate with *CIRO* staff conducting an examination and to comply with a request made under section 9104.

(3) A *person* who is aware that *CIRO* staff is conducting an examination must not conceal or destroy any *record*, document or thing that contains information that may be relevant to the examination or ask or encourage any other *person* to do so.

9106. Use of information

(1) *CIRO* staff may refer any information obtained from an examination to *Enforcement Staff*, other *CIRO* staff, or a *securities* or *derivatives* regulatory authority.

(2) *CIRO* staff may take any other appropriate action based on information obtained from an examination.

9107. – 9199. Reserved.

RULE 9200 | REGULATORY DECISIONS

9201. Introduction

(1) Rule 9200 sets out substantive and procedural rules related to CIRO's regulatory decisions, including approving *individuals* employed by or otherwise acting on behalf of *Dealer Members*, granting exemptions from *CIRO's* requirements, refusing an application, imposing terms and conditions, suspending or revoking approvals, and the rights to be heard and the rights of review available to *parties* to such decisions.

(2) Rule 9200 is divided into the following parts:

Part A – Regulatory decisions
[sections 9203 through 9208]

Part B – Opportunities to be heard by a Senior Decision Officer
[sections 9221 through 9229]

Part C – Right of Review
[section 9231]

9202. Definitions

(1) The following terms have the meaning set out below when used in Rule 9200:

"application" (*demande*)	An application for approval or exemption under Rule 9200, but does not include a request for a review of a decision on such an application under Rule 9400.
"regulatory decision" (*décision en matière de réglementation*)	A decision made under Part A of Rule 9200.
"Senior Decision Officer" (*dirigeant responsable de la décision*)	A senior officer of *CIRO* who has authority, following an offer of an opportunity to be heard, to render *regulatory decisions*.

PART A – REGULATORY DECISIONS

9203. Requirements for regulatory decisions

(1) Notice of a *regulatory decision* must be given to an applicant, *Dealer Member* or other *person* who is its subject.

(2) *CIRO* must not make a *regulatory decision* to:

(i) refuse an *application*,

(ii) impose terms and conditions on an approval, or

(iii) suspend or revoke an approval,

unless the applicant, *Approved Person*, or *Dealer Member* has been given an opportunity to be heard by a *Senior Decision Officer*.

(3) Written reasons, as set out under Part B of Rule 9200, must be provided with notice of a *regulatory decision* that:

(i) refuses an *application*,

(ii) imposes terms and conditions on an approval, or

(iii) suspends or revokes an approval.

(4) A *regulatory decision* is effective on the date on which notice of the *regulatory decision* is provided to the *parties*, unless:

(i) the *regulatory decision* provides otherwise, in which case the *regulatory decision* is effective on the date so provided, or

(ii) the *regulatory decision* is stayed by a *hearing panel*.

9204. Individual approval applications

(1) An *individual* may make an *application* to *CIRO* for approval as an *Approved Person* under Part B of Rule 2500.

(2) *CIRO* must approve an *application* under subsection 9204(1), unless in its opinion:

(i) the applicant:

(a) does not comply with *CIRO requirements*,

(b) is likely not to comply with *CIRO requirements*, or

(c) does not comply with *securities laws* relating to or is not suitable for approval on the basis of training, experience, solvency or integrity, or

(ii) the approval is otherwise not in the public interest.

(3) *CIRO* may approve an *application* under subsection 9204(1), subject to any terms and conditions it considers appropriate.

9205. Exemption applications for proficiency and continuing education requirements

(1) An *individual* or a *Dealer Member*, with respect to proficiency requirements applicable to its *Approved Persons*, may apply to *CIRO* for an exemption from the proficiency requirements under Rule 2600, or for an extension of or exemption from a continuing education requirement under Rule 2700.

(2) On an *application* under subsection 9205(1), *CIRO* may grant an exemption or extension in accordance with any standards in the relevant rule.

(3) *CIRO* may approve an *application* under subsection 9205(1), subject to any terms and conditions it considers appropriate.

(4) The applicant must pay any fees prescribed by the *Board* for this exemption.

9206. Continued individual approval

(1) *CIRO* may, in its discretion, impose terms and conditions on the continued approval of an *Approved Person* to ensure continuing compliance with *CIRO requirements*.

(2) *CIRO* may suspend or revoke the approval of an *Approved Person*, if it appears to *CIRO* that:

(i) the *Approved Person* is not suitable for approval by reason of integrity, solvency, training or experience,

(ii) the *Approved Person* has failed to comply with *CIRO requirements*, or

(iii) the approval is otherwise not in the public interest.

9207. Terms and conditions on Dealer Members' Membership

(1) *CIRO* may, in its discretion, impose terms and conditions on the continued approval of a *Dealer Member's Membership* in *CIRO*, to ensure continuing compliance with *CIRO requirements*.

9208. Other exemptions

(1) A *Dealer Member*, *Approved Person* or *Regulated Person* may apply to *CIRO* for an exemption from any *CIRO requirement* for which a Rule allows *CIRO* said exemptive authority.

(2) On an *application* under subsection 9208(1), *CIRO* may grant said exemption in accordance with any standard in the relevant Rule.

(3) *CIRO* may approve an *application* under subsection 9208(1), subject to any terms and conditions it considers necessary.

(4) The applicant must pay any fees prescribed by the *Board* for this exemption.

9209. – 9220. Reserved.

PART B – OPPORTUNITIES TO BE HEARD BY A SENIOR DECISION OFFICER

9221. Introduction

(1) These procedures apply where *CIRO requirements* require an opportunity to be heard before a *Senior Decision Officer* who has the authority to make a decision concerning an *individual* or a *Dealer Member*.

(2) These procedures will be followed where, under statutory authority that has been delegated to *CIRO*, *CIRO* makes a registration decision for which an opportunity to be heard is required under *securities laws*.

9222. Opportunities to be heard by a Senior Decision Officer

(1) The procedures in sections 9223 through 9229 apply where an applicant, *Approved Person* or *Dealer Member* requested an opportunity to be heard by a *Senior Decision Officer* pursuant to subsection 9203(2).

(2) These procedures are intended to ensure that opportunities to be heard by a *Senior Decision Officer* are handled in a way that ensures a fair *hearing*, without being unnecessarily formal.

9223. Counsel

(1) A *party* to a proceeding under Rule 9200 may be represented by counsel or an agent.

(2) If an applicant, *Approved Person* or *Dealer Member* is represented by counsel or an agent, *CIRO* Staff will communicate with the applicant, *Approved Person* or *Dealer Member* through counsel or the agent.

9224. CIRO Staff Notice

(1) When required to do so pursuant to subsection 9203(3), *CIRO* Staff must send a letter to the applicant, *Approved Person* or *Dealer Member*, giving notice of *CIRO* Staff's recommendation and reasons for it.

9225. Response of applicant, Approved Person or Dealer Member

(1) In section 9225 a "response" means the applicant, *Approved Person* or *Dealer Member* must inform *CIRO* Staff in writing if an applicant, *Approved Person* or *Dealer Member* wishes to be heard before a *regulatory decision* is made on *CIRO* Staff's recommendation.

(2) A response must be delivered within 10 *business days* after receipt of *CIRO* Staff*'s* letter, or within such shorter period of time as set out in such letter.

(3) If a response is not delivered within the time set out in *CIRO* Staff*'s* letter, *CIRO* Staff will send its recommendation to the *Senior Decision Officer* for consideration.

9226. Choice of written submissions or appearance

(1) Unless otherwise decided by a *Senior Decision Officer*, an opportunity to be heard will be conducted as an exchange of written submissions. However, an applicant, *Approved Person*, *Dealer Member* or *CIRO* Staff may request that the opportunity to be heard be conducted as an appearance:

(i) in the presence of a *Senior Decision Officer*,

(ii) by telephone conference, or

(iii) by other interactive electronic means acceptable to both *parties*.

(2) A request that an opportunity to be heard be conducted as an appearance must be made to the *Senior Decision Officer* in writing, with a brief statement of the reasons for making the request, and the other *party* will be given an opportunity to object to the request before the *Senior Decision Officer* decides whether to grant a request for an appearance.

(3) A *Senior Decision Officer* may also decide on its own initiative that the opportunity to be heard will be conducted as an appearance, in which case the *Senior Decision Officer* must promptly inform the *parties* of its decision.

9227. Exchange of written submissions

(1) This section describes the process to be followed if the opportunity to be heard is conducted by exchange of written submissions.

(2) *CIRO* Staff must provide the applicant, *Approved Person* or *Dealer Member* with a written submission setting out the facts and law supporting *CIRO* Staff*'s* recommendation. *CIRO* Staff*'s* submission must be delivered to the applicant, *Approved Person* or *Dealer Member* within 10 *business days* after *CIRO* Staff receives the applicant's, *Approved Person's* or *Dealer Member's response* (as defined in section 9225).

(3) An applicant, *Approved Person* or *Dealer Member* must then provide *CIRO* Staff with a written submission responding to *CIRO* Staff's submission, to be delivered within 10 *business days* after the applicant, *Approved Person,* or *Dealer Member* receives *CIRO* Staff*'s* submission.

(4) Subject to agreement of the *parties* or a *decision* of the *Senior Decision Officer*, there will only be one exchange of written submissions so that the *Senior Decision Officer* may render a decision without unnecessary delay; however, where the *parties* agree to make further submissions or either of them requests that the *Senior Decision Officer* allow further submissions, such agreement or request must be made within five *business days* after

delivery of the applicant's, *Approved Person's* or *Dealer Member's* submission under subsection 9227(3).

(5) Unless an agreement or request is made under subsection 9227(4), *CIRO* Staff*'s* and the applicant's, *Approved Person's* or *Dealer Member's* respective submission will be delivered by *CIRO* Staff to the *Senior Decision Officer* within five *business* days after the applicant's, *Approved Person's* or *Dealer Member's* submission is delivered.

(6) If an agreement or request is made under subsection 9227(4), the submissions of all *parties* will be delivered by *CIRO* Staff to the *Senior Decision Officer* when all submissions have been delivered or the time for their delivery has elapsed.

9228. Appearance before a Senior Decision Officer

(1) This section describes the process to be followed if the opportunity to be heard is conducted as an appearance.

(2) An appearance before a *Senior Decision Officer* will generally be an informal proceeding, and the *Rules of Procedure* do not apply.

(3) At an appearance:

(i) the *Senior Decision Officer* may ask any question and admit any evidence it thinks fit,

(ii) witnesses may be called, examined and cross-examined with the consent of the *Senior Decision Officer*, and

(iii) the applicant, *Approved Person* or *Dealer Member* and any witnesses may be required to give evidence under oath or affirmation.

9229. Decisions

(1) Where an applicant, *Approved Person* or *Dealer Member* requests that an opportunity to be heard be conducted by exchange of written submissions, but fails to deliver submissions within the required time, the *Senior Decision Officer* may make its decision on *CIRO* Staff's recommendation and submissions without further notice or delay.

9230. – Reserved.

PART C – RIGHT OF REVIEW

9231. Review Hearings

(1) Within 30 days after the release of a *regulatory decision*, an applicant, *Approved Person*, *Dealer Member* or *CIRO* Staff, respectively, may request a review of the *regulatory decision* by a *hearing panel* under Rule 9300.

9232. – 9299. Reserved.

RULE 9300 | REGULATORY REVIEW PROCEEDINGS

9301. Introduction

(1) Rule 9300 sets out the authority of *hearing panels* to review a *regulatory decision* under Rule 9200 or under section 4136.

9302. Definitions

(1) The following term has the meaning set out below when used in Rule 9300:

"regulatory decision" (*décision en matière de réglementation*)	A decision made under Rule 9200 or section 4136.

9303. Hearings and decisions

(1) Section 8203 applies to a proceeding under Rule 9300, with modifications required by the context of this Rule 9300.

(2) A decision of a *hearing panel* is effective on the date the decision is dated by the *Hearings Office*, unless the decision provides otherwise, in which case the decision is effective on the date so provided.

9304. Review proceedings

(1) A request for review of a *regulatory decision* must be heard by a *hearing panel* in accordance with the *Rules of Procedure*.

(2) After a *hearing* under this section, a *hearing panel* may:

(i) affirm the *regulatory decision* under review,

(ii) quash the *regulatory decision*,

(iii) vary or remove any terms and conditions imposed by the *regulatory decision*,

(iv) prohibit, as applicable, a further application for approval under section 9204 by the applicant for a period of time it considers appropriate, or

(v) make any decision authorized by *CIRO requirements* under which the *regulatory decision* was made.

9305. Review by a securities regulatory authority

(1) A *party* may apply to the *securities regulatory authority* in the applicable *District* for a review of a final decision of a *hearing panel* under Rule 9300.

(2) A *person* who is entitled to request a review of a *regulatory decision* under section 9304 may not apply to a *securities regulatory authority* for review of the *regulatory decision*, unless the *person* has requested a review by a *hearing panel* and the *hearing panel* has made a final decision.

(3) For purposes of subsection 9305(1), *CIRO* staff is directly affected by a decision in a proceeding in which *CIRO* staff is a *party*.

9306. – 9399. Reserved.

RULE 9400 | BOARD DECISIONS

9401. Introduction

(1) Rule 9400 sets out substantive and procedural rules for *Board* decisions related to an application for *Dealer Member Membership* in *CIRO* or an application for an exemption, to impose terms and conditions, and rights to be heard and rights of review available to *parties* to such decisions.

(2) Rule 9400 is divided into the following parts:

Part A – Board decisions
[section 9403]

Part B – Opportunities to be heard before the Board
[sections 9411 through 9418]

9402. Definitions

(1) The following terms have the meaning set out below when used in Rule 9400:

"application" (*demande*)	An application for *Dealer Member Membership* in *CIRO* made under section 3.5 of General By-Law No 1, or an application for an exemption under Rule 1300.

PART A – BOARD DECISIONS

9403. Board decisions

(1) *CIRO* staff must make a recommendation to the *Board* to decide upon an *application*.

(2) The *Board* may grant approval of an *application* in accordance with any standard in the relevant rule.

(3) In granting approval on an *application*, the *Board* may impose any terms and conditions it considers necessary.

(4) The applicant must pay any fees prescribed by the *Board* for the *application*.

(5) Before the *Board* makes its decision, the applicant will:

(i) be informed that it has an opportunity to be heard by the *Board* before the *Board* decides on the *application,*

(ii) if *CIRO* staff recommends the *Board* to:

(a) refuse the *application*, or

(b) impose terms and conditions, or

(c) suspend or revoke an approval,

the applicant will be given a copy of *CIRO* staff's recommendation and be informed in writing of the reasons for it,

and

(iii) if the *Board* intends to not follow *CIRO* staff's recommendation, be given a written notice of the decision the *Board* intends to make and be informed in writing of the reason for it.

(6) A decision of the *Board* on an *application* is a final decision for which no further review or appeal is provided under *CIRO requirements*.

9404. – 9410. Reserved.

PART B – OPPORTUNITIES TO BE HEARD BY THE BOARD

9411. Introduction

(1) These procedures apply where *CIRO requirements* require an opportunity to be heard before the *Board* concerning an *application*..

9412. Opportunities to be heard by the Board

(1) The procedures in sections 9413 through 9418 apply where an applicant has requested an opportunity to be heard by the *Board* in relation to an *application* as set out in section 9403.

(2) These procedures are intended to ensure that opportunities to be heard by the *Board* are handled in a way that ensures a fair *hearing*, without being unnecessarily formal.

9413. CIRO Staff Notice

(1) When required to do so pursuant to clauses 9403(5)(i) and (ii), *CIRO* staff must send a letter to the applicant, giving notice of *CIRO* staff's recommendation and brief reasons for it.

(2) When required to do so pursuant to clause 9403(5)(iii), *CIRO* staff must send a letter to the applicant, giving notice of the *Board*'s intended decision and brief reasons for it.

9414. Response of applicant, Approved Person or Dealer Member

(1) In section 9414 a "response" means the applicant must inform *CIRO* staff in writing if an applicant wishes to be heard before a decision is made.

(2) A *response* must be delivered within 10 *business days* after receipt of *CIRO* staff's letter, or within such shorter period of time as set out in such letter.

(3) If a response is not delivered within the time set out in *CIRO* staff's letter, *CIRO* staff will send its recommendation to the *Board* for consideration.

9415. Choice of written submissions or appearance

(1) An opportunity to be heard will be conducted as an exchange of written submissions, unless an applicant or *CIRO* staff requests that the opportunity to be heard be conducted as an appearance:

(i) in the presence of the *Board*,

(ii) by telephone conference, or

(iii) by other interactive electronic means acceptable to both *parties*.

(2) A request that an opportunity to be heard be conducted as an appearance must be made to the *Board* in writing, with a brief statement of the reasons for making the request, by delivering a copy of the request to *CIRO*. The other *party* will be given an opportunity to object to the request before the *Board* decides whether to grant a request for an appearance.

(3) The *Board* may also decide on its own initiative that the opportunity to be heard will be conducted as an appearance, in which case the *Board* must promptly inform the *parties* of its decision.

9416. Exchange of written submissions

(1) This section describes the process to be followed if the opportunity to be heard is conducted by exchange of written submissions.

(2) *CIRO* staff must provide the applicant with a written submission setting out the facts and law supporting:

(i) *CIRO* staff's recommendation, pursuant to clauses 9403(5)(i) and (ii) and;

(ii) the *Board's* intended decision, if applicable pursuant to clause 9403(5)(iii).

which submission must be delivered to the applicant within 10 *business days* after *CIRO* staff receives the applicant's *response* (as defined in section 9414).

(3) An applicant must then provide *CIRO* staff with a written submission responding to staff's submission, to be delivered within 10 *business days* after the applicant receives *CIRO* staff's submission.

(4) Subject to agreement of the *parties* or a decision of the *Board*:

(i) there will only be one exchange of written submissions so that the *Board* may render a decision without unnecessary delay, and

(ii) where the *parties* agree to make further submissions or either of them requests that the *Board* allow further submissions, such agreement or request must be made within five *business days* after delivery of the applicant's submission under subsection 9416(3).

(5) Unless an agreement or request is made under subsection 9416(4), *CIRO* staff's and the applicant's respective submission will be provided to the *Board* within five *business days* after the applicant's submission is delivered.

(6) If an agreement or request is made under subsection 9416(4), the submissions of all *parties* will be provided to the *Board* when all submissions have been delivered or the time for their delivery has elapsed.

9417. Appearance before the Board

(1) This section describes the process to be followed if the opportunity to be heard is conducted as an appearance.

(2) An appearance before the *Board* will generally be an informal proceeding, and the *Rules of Procedure* do not apply.

(3) At an appearance:

(i) the *Board* may ask any question and admit any evidence it thinks fit,

(ii) witnesses may be called, examined and cross-examined with the consent of the *Board*, and

(iii) the applicant and any witnesses may be required to give evidence under oath or affirmation.

9418. Decisions

(1) Where an applicant requests that an opportunity to be heard be conducted by exchange of written submissions, but fails to deliver submissions within the required time, the *Board* may make its decision on *CIRO* staff's recommendation and submissions, or its intended decision, as applicable pursuant to subsection 9403(5), without further notice or delay.

9419. – 9499. Reserved.

RULE 9500 | ALTERNATIVE DISPUTE RESOLUTION

9501. Introduction

(1) Rule 9500 sets out the requirements relating to a *Dealer Member's* obligation to participate in arbitration programs and ombudsman services approved by *CIRO*.

9502. Participation by a Dealer Member in arbitration

(1) The *Board* may approve, with terms and conditions, one or more arbitration programs or organizations for *Dealer Members* or any class of *Dealer Members*.

(2) A *Dealer Member* must participate in or become a member of an arbitration program or organization approved by the *Board*.

(3) The participation of a *Dealer Member* in, or any decision made under, an arbitration program will not affect *CIRO's* authority, or prevent it from exercising that authority under *CIRO requirements*.

(4) If a client requests arbitration, the *Dealer Member* involved must submit to binding arbitration in any dispute between the *Dealer Member* and the client.

(5) The *Dealer Member* must comply with the arbitration program's requirements and decisions.

9503. Participation by a Dealer Member in an ombudsman service

(1) A Dealer *Member* must participate in an ombudsman service approved by the *Board*.

(2) The participation of a *Dealer Member* in, or any recommendations made by, an *approved ombudsman service*, will not affect the authority of *CIRO* or prevent it from exercising that authority under *CIRO requirements.*

(3) On a client's request, any dispute between a *Dealer Member* and the client must be submitted to the *approved ombudsman service*.

(4) The eligibility of a dispute for review is made by the *approved ombudsman service* based on its terms of reference.

(5) A Dealer *Member* must comply with the *approved ombudsman service's* requirements.

(6) The *approved ombudsman service's* recommendations are non-binding on each participant in the service.

9504. Dealer Members must provide information to approved ombudsman service

(1) The *approved ombudsman service* may ask a *Dealer Member*, or an *Approved Person*, or other *person* subject to *CIRO's* authority for information or *records* relating to a review or *investigation*.

(2) The *person* in subsection 9504(1) must submit the information requested in the form and manner, including electronic, as prescribed by the *approved ombudsman service*.

9505. – 9999. Reserved.