



Transmitter Selection Framework
Transmitter Selection Framework Registry (“TSF-R” or the “Registry”)

REGISTRY RULES

Version 1.0

[DATE]

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SECTION 1 - INTRODUCTION

1.1 Purpose

The Registry enables Persons to apply to participate in potential IESO procurements for Transmission Projects pursuant to the Transmitter Selection Framework. In conjunction with a procurement under the Transmitter Selection Framework, the IESO may, at its sole discretion, invite certain Registrants to participate in the applicable procurement process.

These Registry Rules set out the requirements and processes applicable to Participants in the Registry.

1.2 Defined Terms

Capitalized terms used within these Registry Documents are defined in Schedule A of these Registry Rules.

1.3 Registry Documents

These Registry Rules and the Prescribed Forms compose the complete set of “**Registry Documents**”. All Registry Documents are posted on the IESO’s Website.

By submitting a Prescribed Form, each Participant agrees to be bound by these Registry Rules and without limiting the generality of the foregoing, Section 7 (Confidentiality) and Section 8 (Additional Rules) of these Registry Rules constitute legally binding and enforceable agreements between the IESO and the Participant.

1.4 Updates

- (a) The IESO may review and amend as necessary, one or more of the Registry Documents, from time to time. The IESO may make additional amendments in response to ministerial directives, changes in Laws and Regulations, significant changes in market conditions or other circumstances as determined by the IESO in its discretion. The IESO will endeavour, but not be required, to provide advanced notice of such amendments to Participants and other interested parties.
- (b) In the event a Participant is required to submit a Prescribed Form, such Participant shall use the latest and current Prescribed Form made available on the IESO’s Website, unless otherwise instructed in writing by the IESO.

1.5 Schedules and Prescribed Forms

The following Schedules are also to be considered as part of these Registry Rules:

- Schedule A – Defined Terms

The following Prescribed Forms are found on the IESO’s Website and shall be provided by the Participant as required by these Registry Rules:

- Application Form

- Application Form – Workbook
- Renewal Form
- Non-Exclusivity Form

The IESO reserves the right to amend or add additional Prescribed Forms in its discretion from time to time as may be required, which Prescribed Forms shall be posted on the IESO’s Website. The IESO will endeavour, but not be required, to provide notice of such amendments or additions to Participants and other interested parties. Notwithstanding the foregoing, it is the responsibility of the Participant to ensure that it is using the current form of Prescribed Form when submitting same.

SECTION 2 - REGISTRANT REQUIREMENTS

2.1 Application

- Persons who wish to be registered on the Registry must submit a Complete Application Package to the IESO, in accordance with Section 3 of these Registry Rules, to establish that such Person satisfies the requirements described in Section 2.2 of these Registry Rules.
- A Person who submits an Application Package is an “**Applicant**”.

Note: For Transmission Project procurements conducted under the Transmitter Selection Framework, the IESO intends to require that the proponent submitting a proposal to participate in such procurement be the Registrant, a Person Controlled by the Registrant, or another Person whereby the Registrant holds at least 45% of its Economic Interest.

2.2 Qualifications

An Applicant, and/or the Controlling Parent(s) of such Applicant, must satisfy the requirements of this Section 2.2 for the Applicant to be eligible to be registered on the Transmitter Registry.

- Organizational Experience:
 - The Applicant, or a single Controlling Parent of the Applicant, must have performed the following functions, each in respect of a minimum of two (2) New Build transmission lines located in greenfield transmission corridors in Canada, the European Union, the United Kingdom or the United States of America, operating at a voltage level of at least 200 kV, of a minimum length of 30 kilometres, that achieved commercial operation no more than 20 years prior to the submission date of the Applicant’s Application Package (“**Qualifying Projects**”): A. Planning; B. Developing; C. Financing; D. Constructing; and E. owning and Operating for at least 5 years post energization; or
 - The Applicant, or a single Controlling Parent of the Applicant, must be an Existing Ontario Transmitter.

- (b) Financial Strength:
- (i) Where the Applicant, or a single Controlling Parent of the Applicant, is not an Existing Ontario Transmitter:
 - A. the Applicant, in combination with a single Controlling Parent of the Applicant, must demonstrate a Tangible Net Worth of at least \$200 million, through audited financial statements;
 - B. where the Applicant or a single Controlling Parent of the Applicant has received a credit rating from S&P, Moody's or any other NRSRO, demonstrate that such credit rating of the Applicant and/or its Controlling Parent, as applicable, is investment grade / not lower than BBB-, Baa3, or an equivalent rating; and
 - C. each of the Applicant and a single Controlling Parent of the Applicant must not have a history in the past five (5) years of any proceeding under any Insolvency Legislation or regulatory enforcement in which the Ontario Energy Board or an equivalent body (a) ordered it to surrender possession and control of its business or (b) suspended its transmission license.
 - (ii) Where the Applicant, or a single Controlling Parent, is an Existing Ontario Transmitter:
 - A. where the Applicant or Controlling Parent has received a credit rating from S&P, Moody's and any other NRSRO, demonstrate that such credit rating of the Applicant and/or its Controlling Parent, as applicable, is investment grade / not lower than BBB-, Baa3, or an equivalent rating; and
 - B. each of the Applicant and such Controlling Parent (as applicable) must not have a history in the past five (5) years of any proceeding under any Insolvency Legislation or regulatory enforcement in which the Ontario Energy Board or an equivalent body (a) ordered it to surrender possession and control of its business or (b) suspended its license.
 - (c) Where one or more procurement processes in respect of Transmission Projects under the TSF have been announced on the IESO's Website, the Applicant and any Controlling Parent(s) of such Applicant must complete Non-Exclusivity Forms in respect of any and all such Transmission Projects.
 - (d) The requirements in Sections 2.2(a) and 2.2(b) must be satisfied by either an Applicant or a single Controlling Parent of such Applicant (or any combination thereof), and cannot be satisfied by a combination of the qualifications of multiple Controlling Parents of an Applicant. The requirement in Section. must be satisfied by the Applicant and any Controlling Parent(s) of such Applicant.

- (e) Notwithstanding any other provision of these Registry Rules, a Controlling Parent may only provide its qualifications in support of one (1) Registrant. If the IESO receives multiple Application Packages that rely on the qualifications of the same Controlling Parent the IESO will consider the Application Packages in the order they were received.

2.3 Continuous Reporting

- (a) A Registrant has an ongoing duty to update the IESO, as soon as reasonably practicable, should it become aware of any change (whether in respect of the Registrant or a Controlling Parent, as applicable) that impacts compliance with the mandatory requirements set out in Section 2.2 or any material change to any part of its Application Package or Renewal Package, including any changes to the contact information of its Primary Contact or Secondary Contact. This duty shall remain in force so long as an entity remains a Registrant. The IESO shall have the exclusive and final authority to make determinations based on the information submitted.
- (b) It is the intent of the TSF that any Indigenous Community impacted by future Transmission Projects under the TSF will have the ability to freely participate in such Transmission Projects as they so choose., including the ability to engage with multiple parties to negotiate terms of participation. To promote this outcome, neither a Registrant nor any of its Affiliates may bind any Indigenous Community to an exclusivity arrangement with respect to participation in a Transmission Project being procured through the Transmitter Selection Framework prior to the selection of a proposal by the IESO in respect of such Transmission Project (a “**Prohibited Exclusivity Arrangement**”). Upon announcing a procurement process on the IESO’s Website in respect of a specified Transmission Project under the TSF, the IESO will deliver to Registrants by email a notification of the posting and a form for Registrants to complete and return to the IESO to confirm that neither the Registrant nor any of its Affiliates are parties to a Prohibited Exclusivity Arrangement (a “**Non-Exclusivity Form**”). No later than thirty (30) days after a Registrant receives such a notice and Non-Exclusivity Form, the Registrant and its Controlling Parent(s), if applicable, must return the completed Non-Exclusivity Form to the IESO with an attestation that it has not currently bound, and a covenant that it will not bind, any Indigenous Community affected by the relevant Transmission Project to a Prohibited Exclusivity Arrangement. For greater certainty, following receipt of this notification from the IESO, any Registrant or Controlling Parent who is a party to a Prohibited Exclusivity Arrangement must terminate the Prohibited Exclusivity Arrangement within thirty (30) days, and failure to do so will be sufficient grounds for the IESO to terminate a Registrant’s registration status. For greater certainty, receiving such notification and/or compliance with this Section 2.3(b) in respect of a future Transmission Project under the TSF does not indicate that a Registrant will be invited to participate in a procurement process in respect of such Transmission Project.
- (c) The continuous reporting obligations set out in this Section 2.3 must be met by submitting any notices or documents through [●]. If a Registrant fails to inform the

IESO of changes, the IESO may terminate the Registrant's registration status and remove the Registrant from the Registry.

2.4 **Registration Renewal**

Each current Registrant that intends to remain registered on the Registry must submit a Renewal Package to the IESO every two (2) years in order to renew its registration status. The IESO will commence the biennial registration renewal process by sending a renewal notification to the Registrant (the "**Renewal Notification**"). The Renewal Notification will contain instructions on how to submit the Renewal Package to the IESO, including the deadline for submitting the information and paying the Renewal Fee. Additional information regarding the renewal process is provided in Section 4.

SECTION 3 - APPLICATION FOR REGISTRATION

3.1 **Application Requirements**

A Person submitting an Application Package agrees that:

- (a) the Applicant is solely responsible for ensuring that an Application Package is complete and accurate in every respect and submitted in compliance with these Registry Rules.
- (b) In accordance with Section 8.3(c) of these Registry Rules, the IESO may cease accepting Application Packages at any time.

3.2 **Application Fee**

Each Application Package must be accompanied by payment of a non-refundable application fee (the "**Application Fee**"), which must be made in accordance with Section 5. The Application Fee is in the amount of \$[●] for Applicants who are, or have a Controlling Parent that is, an Existing Ontario Transmitter and \$[●] for all other Applicants.

3.3 **Delivery**

- (a) Applicants are solely responsible for ensuring an Application Package is delivered to, and received by, the IESO. Without limiting the generality of the foregoing, the IESO is not responsible for any delays in receiving an Application Package or its contents because of technical issues or electronic delivery failures, including but not limited to use of an incorrect email address, firewalls, file size, unreadable files, or partial scans of compiled documents.

3.4 **Application Package**

- (a) An "**Application Package**" consists of a completed Application Form and the documents and evidence as per the checklist items listed in the Application Form, including the applicable Prescribed Forms:
 - (i) The completed Application Form – Workbook;

- (ii) Any applicable Non-Exclusivity Forms; and
 - (iii) Checklist item 3: [●].
- (b) Applicants must provide the information exactly as set out on Prescribed Forms apart from the completion of any blanks, bullets or similar uncompleted information. On Prescribed Forms, no amendments may be made to the pre-printed wording.

3.5 **Application Process**

- (a) The IESO will only accept Application Packages during specified times (each an “**Application Window**”). The IESO will indicate when it intends to begin accepting Application Packages by posting a notice on the IESO’s Website. The IESO will indicate when it intends to stop accepting Application Packages by posting a notice on the IESO’s Website. The IESO reserves the right, at its sole discretion, to extend an Application Window by posting a notice on the IESO’s Website.
- (b) For each Application Package received, the IESO will issue an Application Package ID to the corresponding Applicant.
- (c) The IESO will:
- (i) First, determine whether the Application Fee has been fully paid;
 - (ii) Second, review an Application Package for completeness to determine whether the Application Package contains all the documents and information requirements set out in Section 3.4 (a “**Complete Application Package**”); and
 - (iii) Third, provided the Application Package is a Complete Application Package and the Application Fee has been paid, carry out a review to determine whether the Applicant has satisfied the requirements to be a Registrant.
- (d) The IESO will use reasonable efforts to work with Applicants to ensure the IESO has the information it needs to evaluate their respective Application Packages. The IESO reserves the right, but is not obligated to, request that an Applicant correct, update, append or amend an Application Package submitted to the IESO. All additional requested documentation or information requested by the IESO must be provided by the Applicant by way of [●]. The additional documentation or information must be provided within thirty (30) Business Days of the date of the IESO’s request unless otherwise specified by the IESO, or by any other means and within any other timeframe as requested by the IESO, failing which the Application Package may be rejected as being incomplete.
- (e) Notwithstanding Section 3.5(d), the IESO reserves the right to reject an Application Package (a “**Rejected Application**”) that is incomplete, or that does

not satisfy all requirements of Section 2 or any Application Package in respect of which the included information is not satisfactory to the IESO or its advisers, acting reasonably, and notice shall be provided to the Applicant on a timely basis.

- (f) Unless requested by the IESO, an Application Package cannot be amended by an Applicant once it has been received by the IESO.
- (g) The IESO will endeavour to communicate in a timely manner with Applicants about the status of their Application Package.
- (h) Applicants requiring clarification about any of the application requirements may, acting in a commercially reasonable manner, send their questions to the IESO at [●]. The IESO will, acting reasonably, endeavour to provide a response to the Applicant in a timely manner.
- (i) For those Applicants who have been accepted as Registrants, the IESO will update the Registry posted on the IESO's Website upon the closing of the Application Window.

3.6 Rejected Applications

- (a) In reviewing a Complete Application Package, if the IESO determines the Applicant has not met the requirements to be a Registrant then the IESO will reject the applicable Complete Application Package and notify the Applicant by e-mail of the IESO's determination and reasoning therefor. Such Complete Application Package is thereafter also a "**Rejected Application**" and deemed to be Terminated.
- (b) The IESO's determination in respect of whether an Application Package is complete or whether the requirements to be a Registrant have been met is final, binding and not subject to appeal.
- (c) Following the IESO's determination that an Application Package or a Complete Application Package is a Rejected Application, a Person may submit a new Application Package (provided the IESO is accepting applications pursuant to Section 3.5(a)).
- (d) The IESO shall have no liability whatsoever to an Applicant for a Rejected Application.

SECTION 4 - APPLICATION FOR REGISTRATION RENEWAL

4.1 Renewal Requirements

A Person submitting a Renewal Package agrees that:

- (a) the Registrant is solely responsible for ensuring that a Renewal Package is complete and accurate in every respect and submitted in compliance with these Registry Rules.

- (b) In accordance with Section 8.3(c) of these Registry Rules, the IESO may cease accepting Renewal Packages at any time.

4.2 **Renewal Fee**

Each Renewal Package must be accompanied by payment of a non-refundable fee in the amount of \$[●] (the “**Renewal Fee**”), which must be made in accordance with Section 5.

4.3 **Delivery**

- (a) Registrants are solely responsible for ensuring a Renewal Package is delivered to, and received by, the IESO. Without limiting the generality of the foregoing, the IESO is not responsible for delays in receiving a Renewal Package or its contents because of technical issues or electronic delivery failures, including but not limited to use of an incorrect email address, firewalls, file size, unreadable files, or partial scans of compiled documents.

4.4 **Renewal Package**

- (a) A “**Renewal Package**” consists of a completed Renewal Form and the documents and evidence as per the checklist items listed in the Renewal Form, including the applicable Prescribed Forms:
 - (i) A statement signed by an authorized representative of the Registrant affirming that it remains in compliance with all of the mandatory requirements for registration set out in Sections 2.2 and 2.3;
 - (ii) A statement signed by an authorized representative of the Registrant certifying whether or not specified changes occurred within the past two (2) years, including but not limited to a dissolution, a change in the Registrant’s legal name or legal status, a proceeding under any Insolvency Legislation, mergers or acquisitions or other corporate restructurings of the Registrant; and
 - (iii) Checklist item 3: [●].
- (b) Registrants must provide the information exactly as set out on Prescribed Forms apart from the completion of any blanks, bullets or similar uncompleted information. On Prescribed Forms, no amendments may be made to the pre-printed wording.

4.5 **Biennial Renewal Process**

- (a) The IESO will only accept Renewal Packages during specified times (each a “**Renewal Window**”). The IESO will indicate when it intends to begin and end the Renewal Window in the Renewal Notification that the IESO will deliver to each Registrant by email. The IESO reserves the right, at its sole discretion, to extend a Renewal Window by sending an additional notification to Registrants by email.

- (b) For each Renewal Package received, the IESO will issue a Renewal Package ID to the corresponding Registrant.
- (c) The IESO will:
 - (i) First, determine whether the Renewal Fee has been fully paid;
 - (ii) Second, review a Renewal Package for completeness to determine whether the Renewal Package contains all the documents and information required by Section 4.4 (a “**Complete Renewal Package**”); and
 - (iii) Third, provided that the Renewal Package is a Complete Renewal Package and the Renewal Fee has been paid, carry out a review to determine whether the Registrant has satisfied the requirements to remain registered on the Registry.
- (d) The IESO will use reasonable efforts to work with Registrants to ensure the IESO has the information it needs to evaluate their respective Renewal Packages. The IESO reserves the right, but is not obligated to, request that a Registrant correct, update, append or amend a Renewal Package submitted to the IESO. All additional requested documentation or information requested by the IESO must be provided by the Registrant by way of [●]. The additional documentation or information must be provided within thirty (30) Business Days of the date of the IESO’s request unless otherwise specified by the IESO, or by any other means and within any other timeframe as requested by the IESO, failing which the Renewal Package may be rejected as being incomplete.
- (e) Notwithstanding Section 4.5(d), the IESO reserves the right to reject a Renewal Package (a “**Rejected Renewal**”) that is incomplete, or that does not satisfy all requirements of Section 2 or any Renewal Package in respect of which the included information is not satisfactory to the IESO or its advisers, acting reasonably, and notice shall be provided to the Registrant on a timely basis.
- (f) Unless requested by the IESO, a Renewal Package cannot be amended by the Registrant once it has been received by the IESO.
- (g) The IESO will endeavour to communicate in a timely manner with Registrants about the status of their Renewal Package.
- (h) Registrants requiring clarification about any of the renewal requirements may, acting in a commercially reasonable manner, send their questions to the IESO at [●]. The IESO will, acting reasonably, endeavour to provide a response to the Registrant in a timely manner.

4.6 **Rejected Renewal**

- (a) In reviewing a Complete Renewal Package, if the IESO determines the Registrant has not met to requirements to renew its registration status then the IESO will reject the applicable Complete Renewal Package and notify the Registrant by e-mail of

the IESO's determination and reasoning therefor. Such Complete Registration Package is thereafter also a "**Rejected Renewal**" and deemed to be Terminated.

- (b) The IESO's determination in respect of whether a Renewal Package is complete or whether the requirements to be continue being a Registrant have been met is final, binding and not subject to appeal.
- (c) Following the IESO's determination that a Renewal Package or a Complete Renewal Package is a Rejected Renewal, a Registrant may submit a new Renewal Package (provided the Registrant's Renewal Window has not ended).
- (d) The IESO shall have no liability whatsoever to a Registrant for a Rejected Renewal.

SECTION 5 - PAYMENTS

5.1 Payments

The Application Fee and Renewal Fee must be sent to the following bank account:[●]

In order to ensure that the fee deposited by the Participant is identified and correctly applied, the electronic funds transfer or wire must include a deposit reference identifier in the form of: [●].

SECTION 6 - TERMINATION OF REGISTRATION

6.1 Termination by the Registrant

A Registrant may terminate its registration status and withdraw itself from the Registry at any time by giving notice to the IESO. The IESO will remove such Registrant from the Registry within 30 calendar days of receiving such notice. Any fees paid by the Registrant will not be returned to the Registrant.

6.2 Termination by the IESO

The IESO may terminate the registration status of a Registrant, and remove the Registrant from the Registry, if:

- (a) the Registrant has failed to meet any of its ongoing responsibilities set out in Section 2;
- (b) the IESO has determined that a Registrant is no longer eligible for the Registry;
- (c) the Registrant's renewal has been denied by the IESO in accordance with Section 4;
- (d) the Registrant has undergone a change of Control and the IESO has exercised its sole discretion to remove the Registrant from the Registry; or
- (e) the IESO has, in its sole discretion, terminated the Registry.

Any fees paid by the Registrant will not be returned to the Registrant.

SECTION 7 - CONFIDENTIALITY

7.1 IESO Information

All information provided by or obtained from the IESO in any form in connection with the Registry or Transmitter Selection Framework, that is not otherwise publicly available is the sole property of the IESO and must be treated as confidential; and:

- (a) is not to be used for any purpose other than applying to participate in the Registry;
- (b) must not be disclosed without the prior written authorization of the IESO, other than to the Participant's partners and advisors, provided the Disclosing Party obtains similar confidentiality commitments from such third parties; and
- (c) must be returned by the Participant or third party (as applicable) to the IESO immediately upon request of the IESO.

7.2 Participant Information

- (a) Information provided by a Participant is subject to, and may be released in accordance with, the provisions of FIPPA. A Participant is required to clearly identify any portion of any Application Package or Renewal Package that contains proprietary or confidential information by marking it as "Proprietary and Confidential". Only those portions of an Application Package or Renewal Package that are marked as "Proprietary and Confidential" will be accorded confidential treatment by the IESO in accordance with this Section 7.2.
- (b) The confidentiality of any such information identified by a Participant will be maintained by the IESO, except where Laws and Regulations, a request by the Information and Privacy Commissioner, a court, legislative committee or a tribunal requires the IESO to do otherwise. Notwithstanding the foregoing, the IESO shall not be required to maintain the confidentiality of any such information that:
 - (i) is or becomes generally available to the public without fault or breach on the part of the IESO of any duty of confidentiality owed by the IESO to the Participant or to any third party;
 - (ii) the IESO can demonstrate that it had been rightfully obtained by the IESO, without any obligation of confidence, from a third party that had the right to transfer or disclose it to the IESO free of any obligation of confidence;
 - (iii) the IESO can demonstrate that it had been rightfully known by, or in the possession of, the IESO at the time of disclosure, free of any obligation of confidence when disclosed; or
 - (iv) has been independently developed by the IESO.
- (c) Information contained in an Application Package or Renewal Package will, as deemed necessary by the IESO, be disclosed on a confidential basis, to the

Government of Ontario, the IESO's counsel and other advisors retained in connection with the Registry or Transmitter Selection Framework.

- (d) Subject to applicable Laws and Regulations, the IESO reserves the right to publish the names of Participants and details of their participation in the Registry on the IESO's Website.

SECTION 8 - ADDITIONAL RULES

8.1 Assignment or Change of Control

- (a) Following the submission of an Application Package and until the date that the Applicant is provided with a notice of rejection or acceptance, an Applicant must not:
 - (i) assign its Application Package to another Person (including by way of amalgamation or by operation of law); or
 - (ii) be the subject of a change of Control (including by way of amalgamation or by operation of law).
- (b) A Registrant shall not assign its registration status to another Person.
- (c) A Registrant shall not permit or allow a change of Control of such Registrant, except with the prior written consent of the IESO. Where a Registrant undergoes a change of Control, the IESO reserves the right, at its sole discretion, to terminate the Registrant's registration status and remove the Registrant from the Registry.
- (d) If a Participant violates any provision of this Section 8.1 the IESO may reject the Application Package or terminate the registration status of a Registrant.

8.2 General

- (a) Other than as expressly set out in these Registry Rules, the IESO is not obligated in any manner whatsoever, and does not have any liability, to any Person who is a Participant.
- (b) The IESO is not liable to pay any Participant's costs or expenses under any circumstances. In particular, the IESO will not reimburse a Participant in any manner whatsoever in the event of rejection of any or all Application Packages, or Renewal Packages as applicable, for any reason or in the event of the cancellation or suspension of the Registry or any part thereof at any time. The Participant irrevocably and unconditionally waives any Claims against the IESO relating to the Participant's costs and expenses.
- (c) The IESO reserves the right to cancel all or any part of the Registry at any time and for any reason or to suspend the Registry in whole or in part for any reason for such period of time as the IESO may determine in its discretion, in each case without any obligation or any reimbursement to Participants or potential Applicants.

- (d) The IESO may verify with any Participant or with any third party, any information set out in an Application Package or Renewal Package. Each Participant consents to the IESO communicating with any third party to verify the information set out in an Application Package or Renewal Package.
- (e) The IESO may at any time make changes to these Registry Rules, the Registry Documents, or the Registry without any liability whatsoever to Participants or prospective Applicants.
- (f) The IESO is not liable for any delays in processing, reviewing, or rejecting, an Application Package or Renewal Package.
- (g) The IESO reserves the right, in its discretion, to waive any informality, irregularity or non-compliance with respect to an Application Package or Renewal Package or a Participant's compliance with these Registry Rules, including by varying any deadline, which for clarity may be any deadline affecting the IESO or a Participant.
- (h) The acceptance by the IESO of an Application Package, or a Renewal Package as applicable, or the issuance of a notice by the IESO to a Participant is not:
 - (i) evidence that the IESO has accepted the authenticity or sufficiency of the Application Package or Renewal Package; or
 - (ii) a waiver of or bar to any of the IESO's rights under these Registry Rules or otherwise.
- (i) The rights reserved to the IESO in these Registry Rules are in addition to any other express rights or any other rights which may be implied in the circumstances, and the IESO is not be liable for any Claim, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, costs, losses or any direct or indirect damages incurred or suffered by any Participant or any third party resulting from the IESO exercising any of its express or implied rights under the Registry Rules, including the right to exercise its discretion hereunder. In submitting an Application Package, or Renewal Package as applicable, each Participant agrees that it waives any rights it may have to bring a Claim or otherwise as against the IESO for failing to grant the Applicant registered status, or renew the Registrants registered status, or granting or renewing registered status for another Participant. Under no circumstances whatsoever is the IESO liable for indirect, punitive or consequential damages associated with a Participant's submissions to the IESO or participation in the Registry or Transmitter Selection Framework.
- (j) Under no circumstances shall a Participant or third party be entitled to recover any damages as against the IESO in any amount, whether such Claim arises in contract, warranty, equity, negligence, intended conduct, detrimental reliance or otherwise, including any action or Claim arising from the acts or omissions, negligent or otherwise, of the IESO, and including any Claim by a Participant that the IESO has failed to comply with these Registry Rules.

- (k) By submitting an Application Package or Renewal Package, the Participant authorizes the collection by the IESO of the information set out in the Application Package or Renewal Package and otherwise collected in accordance with the terms hereof, and the use of such information for the purposes set out in or incidental to these Registry Rules, and for the purpose of offering, managing and directing the Registry or Transmitter Selection Framework generally.
 - (i) Application Packages and Renewal Packages become the property of the IESO once submitted and will not be returned to the Participants. Participants should retain a copy of all submitted materials for their records.
 - (ii) The IESO's receipt of an Application Package or Renewal Package does not constitute a commitment by the IESO to support the Application Package or Renewal Package or create a business relationship between a Participant and the IESO.

8.3 Interpretation

- (a) **Consent.** If a provision requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required is conclusively deemed to have withheld its approval or consent.
- (b) **Currency.** Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (c) **Discretion.** Where the IESO may take an action or make a determination under these Registry Rules, the decision to take such action or make such determination is at the IESO's sole and absolute discretion. Any reference to the IESO's discretion in these Registry Rules means the IESO's sole and absolute discretion.
- (d) **Extensions of time.** The IESO may extend the time to meet the requirements of these Registry Rules at its discretion. Any such extension of time will only be valid and binding on the IESO if provided in writing by an authorized representative of the IESO. Any failure to meet the revised time requirement will have the same consequences as if the original time requirement had not been met.
- (e) **Governing Law.** These Registry Rules are made under, governed by, and must be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (f) **Headings.** Headings of Sections are inserted for convenience of reference only and do not affect the construction or interpretation of these Registry Rules. References to Sections means Sections of these Registry Rules unless otherwise specified.
- (g) **No Strict Construction.** Despite the fact that these Registry Rules were drafted by the IESO's legal and other professional advisors, Participants acknowledge and agree that any doubt or ambiguity in the meaning or application of any term or

provision in these Registry Rules must not be construed against the IESO in favour of the Participant when interpreting such term or provision, by virtue of such fact.

- (h) **Notice.** No person may provide any notices or otherwise communicate with the IESO in respect of an Application Package or Renewal Package other than the Designated Representative, provided that the IESO may communicate with the duly authorized signing authority, the Primary Contact or the Secondary Contact in respect of an Application Package or Renewal Package.
- (i) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (j) **Statutory References.** A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (k) **Time Periods.** Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done must be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

8.4 Notices

Unless otherwise set out in these Registry Rules, notices by a Participant pertaining to the Registry shall be in writing and shall be addressed to the IESO as follows:

Address: [●]
Attention: [●]
Email: [●]

SCHEDULE A - DEFINED TERMS

1. “Affiliate” means any Person that (i) Controls a Party; (ii) is Controlled by a Party; or (iii) is Controlled by the same Person that Controls a Party.
2. “Applicant” has the meaning ascribed to it in Section 2.1(b).
3. “Application Fee” has the meaning ascribed to it in Section 3.2.
4. “Application Form” means the Prescribed Form used by an Applicant to apply for registration status on the Registry.
5. “Application Package” has the meaning ascribed to it in Section 3.4(a).
6. “Application Window” has the meaning ascribed to it in Section 3.5(a).
7. “Business Day” means a day, other than a Saturday or Sunday or a statutory holiday in the Province of Ontario that is listed on the “*Physical and Financial Market Holiday Schedule*” (or any substantially equivalent future schedule) published by the IESO for the purposes of the IESO Market Rules, from time to time.
8. “Claim” means a claim or cause of action in contract, in tort, under any Laws and Regulations or otherwise.
9. “Complete Application Package” has the meaning ascribed to it in Section 3.5(c)(ii).
10. “Complete Renewal Package” has the meaning ascribed to it in Section 4.5(c)(ii).
11. “Confidential Information” means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with these Registry Rules, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding:
 - (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by these Registry Rules;
 - (b) information already known to the Receiving Party prior to being furnished by the Disclosing Party;
 - (c) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and
 - (d) information that is independently developed by the Receiving Party.
12. “Constructing” means undertaking or overseeing the building, erecting, constructing, installing, testing, start-up and commissioning of a Transmission Project.

13. “Control” means, with respect to any Person at any time:
- a) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or
 - b) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise, and

“Controlled” and “Controlled by” has a corresponding meaning.

14. “Controlling Parent” means, in respect of any Participant, an entity that Controls the Participant.
15. “Designated Representative” means an individual who is duly authorized to act on behalf of and make decisions that will bind the Applicant.
16. “Developing” means engaging in community and municipal consultations, obtaining site access, obtaining regulatory and environmental approvals and other permits necessary for construction of a Transmission Project.
17. “Disclosing Party” means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the IESO or the Applicant, as applicable; provided, however, that where such Confidential Information is Mutually Confidential Information, both the IESO and the Applicant shall be deemed to be the Disclosing Party.
18. “Economic Interest” means, with respect to any Person other than a natural Person, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person, by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, units or interests in a trust, membership in a co-op, or, in the sole and absolute discretion of the IESO, other similar ownership interest.
19. “Existing Ontario Transmitter” means a Person that: (i) is licensed by the OEB as a Transmitter; (ii) has been granted at least one (1) Leave to Construct; (iii) has completed the Construction of a Transmission Project in respect of such Leave to Construct; and (iv) pursuant to its licence has owned a Transmission Project for at least two (2) years post energization.
20. “FIPPA” means the *Freedom of Information and Protection of Privacy Act (Ontario)*.
21. “Financing” means arranging non-recourse project financing, bank financing or on-balance sheet financing sufficient to commence construction.
22. “First Nation Community” means:

- (a) a First Nation located in whole or in part in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5, as amended from time to time; or
 - (b) a Person, other than a natural Person, that has been determined by the Government of Ontario (for purposes of these Registry Rules or the TSF) to represent the collective interests of a community that is composed of First Nation natural Persons in Ontario.
23. “GAAP” means generally accepted accounting principles approved or recommended from time to time by the Chartered Professional Accountants of Canada or any successor organization, applied on a consistent basis.
24. “Governmental Authority” means any federal, provincial or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO (as System Operator), the OEB, the Electrical Safety Authority, and any person acting under the authority of any Governmental Authority.
25. “IESO” means the Independent Electricity System Operator acting in its capacity to deliver procurement and contract management activities as contemplated under Section 5(4)(b) of the *Electricity Act* and, for certainty, not in the capacity of System Operator, and includes such Person’s successors and permitted assigns.
26. “IESO-Administered Markets” has the meaning ascribed to it by the IESO Market Rules.
27. “IESO-Controlled Grid” has the meaning ascribed to it by the IESO Market Rules.
28. “IESO Market Rules” means the rules governing the IESO-Controlled Grid and establishing and governing the IESO-Administered Markets, together with all market manuals, policies, and guidelines issued by the System Operator, all as amended or replaced from time to time.
29. “IESO’s Website” means the website of the IESO located at uniform resource locator (URL) <https://www.ieso.ca/> or such other URL, or other electronic or non-electronic format, as the IESO may identify from time to time and includes all webpages contained on such website.
30. “IFRS” means the International Financial Reporting Standards, being the accounting standards and interpretations adopted or recommended from time to time by the International Accounting Standards Board (IASB) or any successor organization, applied on a consistent basis.
31. “Indigenous Community” means, for the purposes of these Registry Rules, a First Nation Community or a Métis Community.
32. “Insolvency Legislation” means the Bankruptcy and Insolvency Act (Canada), the Winding Up and Restructuring Act (Canada), the Companies’ Creditors Arrangement Act (Canada),

each as now and hereafter in effect, any successors to such statutes and any other applicable bankruptcy, insolvency, liquidation, winding-up, administration, receivership, arrangement or other similar law of any jurisdiction (regardless of the jurisdiction of such application or competence of such law), including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and any law of any jurisdiction relating to receivership, reorganization, liquidation, conservatorship, moratorium, rearrangement or corporate or other arrangement affecting the rights of creditors generally.

33. “Laws and Regulations” means:
- a) applicable Canadian federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - d) any requirements under or prescribed by applicable common law;
 - e) the Transmission System Code and any other codes issued by the OEB; and
 - f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the System Operator from time to time that are binding on the Participant.
34. “Leave to Construct” means an order by the Ontario Energy Board granting leave to construct in accordance with Section 92(1) of the *Ontario Energy Board Act*.
35. “Métis Community” means:
- (a) the Métis Nation of Ontario or any of its regions or active Chartered Community Councils; or
 - (b) a Person, other than a natural Person, that has been determined by the Government of Ontario (for purposes these Registry Rules or the TSF) to represent the collective interests of a community that is composed of Métis natural Persons in Ontario.
36. “Mutually Confidential Information” means any information identified by the Parties as Confidential Information of both the IESO and the Participant.
37. “New Build” means the construction of a Transmission Project that is not an upgrade, redevelopment or expansion of an existing Transmission Project.
38. “Non-Exclusivity Form” has the meaning ascribed to it in Section 2.3(b).
39. “NRSRO” has the meaning ascribed to it under *National Instrument 25-101*.

40. “OEB” means the Ontario Energy Board or its successor.
41. “Operating” means operating, monitoring, maintaining, inspecting and repairing a Transmission Project.
42. “Participant” means an Applicant or a Registrant, as applicable.
43. “Party” means, with respect to the Registry Rules, any one of a Participant or the IESO, and the IESO and the Participant are collectively referred to as the Parties.
44. “Planning” means preparing, designing, scheduling, engineering and procuring materials and equipment for a Transmission Project.
45. “Person” means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), sole proprietorship, Governmental Authority or other entity of any kind.
46. “Prescribed Form” means, in relation to a form, the latest version of the corresponding form appearing on the IESO’s Website, as may be amended or replaced by the IESO from time to time without notice, provided however that a Prescribed Form, once submitted by a Participant shall be the version of the Prescribed Form submitted.
47. “Primary Contact” means the primary contact person of the Participant, as set out in the Participant’s Application Package, and as updated by the Participant from time to time.
48. “Prohibited Exclusivity Arrangement” has the meaning ascribed to it in Section 2.3(b).
49. “Qualifying Projects” has the meaning ascribed to it in Section 2.2(a)(i).
50. “Receiving Party” means, with respect to Confidential Information, the Party receiving Confidential Information and may be the IESO or Participant, as applicable.
51. “Registrant” means an entity that has successfully registered for the Registry pursuant to the Registry Rules and whose registration status has not been terminated.
52. “Registry Documents” has the meaning ascribed to it in Section 1.3.
53. “Registry Rules” means these registry rules.
54. “Rejected Application” has the meaning ascribed to it in Sections 3.5(e) and 3.6(a).
55. “Rejected Renewal” has the meaning ascribed to it in Sections 4.5(e) and 4.6(a).
56. “Renewal Fee” has the meaning ascribed to it in Section 4.2.
57. “Renewal Form” means the Prescribed Form used by a Registrant to apply to maintain its registration status on the Registry.
58. “Renewal Notification” has the meaning ascribed to it in Section 2.4.
59. “Renewal Package” has the meaning ascribed to it in Section 4.4(a).

60. “Renewal Window” has the meaning ascribed to it in Section 4.5(a).
61. “Representatives” means a Party’s directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and those of its Affiliates and the agents and advisors of such Persons. In the case of the IESO, this definition shall also include the Government of Ontario and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.
62. “Secondary Contact” means the secondary contact person of the Participant, as set out in the Participant’s Application Package, and as updated by the Participant from time to time.
63. “System Operator” means the Independent Electricity System Operator of Ontario established under Part II of the *Electricity Act*, and its successors, acting pursuant to its authority to make, administer and enforce the IESO Market Rules.
64. “Tangible Net Worth” means, at any time and without duplication, an amount determined in accordance with GAAP (or IFRS, if the Person has adopted such standard), and calculated as (a) the aggregate book value of all assets, minus (b) the aggregate book value of all liabilities, minus (c) the sum of any amounts shown on account of patents, patent applications, service marks, industrial designs, copyrights, trade marks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.
65. “Terminated” means, with respect to an Application Package or Renewal Package, as applicable, the termination, rejection, discharge and release of the Application Package or Renewal Package, as applicable, and all rights of the Applicant (if any), and all obligations of the IESO (if any) to the Applicant, in respect of or arising out of the Application Package or Renewal Package, as applicable.
66. “Transmission Project” means a transmission system as such term is defined in the *Electricity Act*.
67. “Transmission System Code” means the Transmission System Code established by the OEB, which among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
68. “Transmitter” means a transmitter as such term is defined in the *Electricity Act*.
69. “Transmitter Selection Framework” or “TSF” means an evolving approach to identifying potential transmitters, on the basis of a competitive framework, that will be responsible for developing, designing, constructing, owning and operating future Transmission Projects.
70. “Transmitter Selection Framework Registry” or “TSF-R” or the “Registry” means a registry maintained by the IESO of Registrants who may be invited to participate in procurements conducted under the Transmitter Selection Framework.