



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

REGISTRY RULES

Version ~~1.0~~1.1

[DATE]

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In accordance with the [direction of the Minister of Energy and Mines] the IESO will establish a transmitter registry. These Registry Rules set out the terms for being listed on the transmitter registry.

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SECTION 1 - INTRODUCTION

1.1 Purpose

The Registry enables Persons to apply to participate in potential IESO procurements for TSF Identified 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. Invited Registrants may be expected to meet specific mandatory and rated criteria under a procurement for a TSF Identified Project pursuant to the Transmitter Selection Framework. For clarity, only invited Registrants will be eligible to participate in a procurement for a TSF Identified Project pursuant to the Transmitter Selection Framework.

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

1.2 Defined Terms

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

1.3 Registry Documents

These Registry Rules and the Prescribed Forms listed in Section 1.5 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 6 (Confidentiality) and Section 7 (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, including 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 make the latest and current Registry Documents available on the IESO’s website.
- (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. It is the responsibility of the Participant to ensure that it is using the current form of Prescribed Form when submitting same.

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 shall be provided by the Participant as required by these Registry Rules:

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

The IESO reserves the right to 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 in a writeable PDF, Word or Excel format. The IESO will endeavour, but not be required, to provide notice of such additions to Participants and other interested parties.

In the event of any conflict or inconsistency between the Registry Rules and the Prescribed Forms, the Registry Rules shall prevail. All other information and materials are provided for information purposes only, do not form part of the Registry Documents and are not binding on the IESO.

SECTION 2 - REGISTRANT REQUIREMENTS

2.1 Application

- (a) 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.
- (b) A Person who submits an Application Package is an “**Applicant**”.

Note: For procurements of TSF Identified Projects, 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 Designated Affiliate of such Applicant as applicable, must satisfy the requirements of this Section 2.2 for the Applicant to be eligible to be registered on the Registry.

- (a) Organizational Experience:
 - (i) Either the Applicant or the Designated Affiliate 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 Date 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 Commercial Operation Date; or

Note: If the Applicant or the Designated Affiliate of the Applicant, if applicable, acquired its initial interest in a Qualifying Project after the initiation of activities related to Planning or Developing the Transmission Project (i.e., after origination of the Transmission Project), in its Application Package the Applicant must describe (i) the date an initial interest in the Qualifying Project was acquired and (ii) the activities related to Planning or Developing the Transmission Project that were completed prior to the Applicant or Designated Affiliate of the Applicant, as applicable, acquiring an initial interest in the Qualifying Project.

(ii) The Applicant is an Existing Ontario Transmitter.

(b) Financial Strength:

(i) Where the Applicant is not an Existing Ontario Transmitter:

A. the Applicant, the Designated Affiliate of the Applicant, or in combination the Applicant and the Designated Affiliate of the Applicant, must demonstrate a Tangible Net Worth of at least \$200 million (CAD), through audited financial statements; and

~~B. where the Applicant or the Designated Affiliate of the Applicant has received a credit rating from S&P, Moody's, DBRS, Fitch Ratings or any other NRSRO, demonstrate that such credit rating of the Applicant and/or its Designated Affiliate, as applicable, is equal to, or greater than, the Minimum Credit Rating; and~~

B. ~~C.~~ each of the Applicant and the Designated Affiliate of the Applicant must not have a history in the past five (5) years (prior to the submission date of the Applicant's Application Package) 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 is an Existing Ontario Transmitter:

~~A. where the Applicant has received a credit rating from S&P, Moody's, DBRS, Fitch Ratings or any other NRSRO, demonstrate that such credit rating of the Applicant is equal to, or greater than, the Minimum Credit Rating; and~~

A. ~~B.~~ the Applicant must not have a history in the past five (5) years (prior to the submission date of the Applicant's Application

Package) 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 TSF Identified Projects have been announced on the IESO's Website, the Applicant must complete a Non-Exclusivity Attestation Form in respect of any and all TSF Identified Projects where the IESO has yet to select a proposal. For greater certainty, if no TSF Identified Projects have been announced on the IESO's Website prior to the Applicant's submission of its Application Package, the Applicant is not required to submit a Non-Exclusivity Attestation Form with its Application Package.

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 the Designated Affiliate, 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, Renewal Package or Non-Exclusivity Attestation Form, 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) Without limiting the generality of Section 2.3(a), where a Registrant has relied on the qualifications of a Designated Affiliate to qualify for the Registry and the Registrant becomes aware that such Designated Affiliate has ceased to be an Affiliate of the Registrant, the Registrant must notify the IESO as soon as reasonably practicable. Such Registrant will be removed from the Registry and must reapply as an Applicant in order to rejoin the Registry.
- (c) It is the intent of the IESO that any Indigenous Community impacted by a TSF Identified Project will have the ability to freely participate in such TSF Identified Project as they so choose, including the ability to engage with multiple parties to negotiate terms of participation. To promote this outcome, neither a Participant nor any of its Affiliates may bind any Indigenous Community to an exclusivity arrangement with respect to a TSF Identified Project prior to the selection of a proposal by the IESO (a "**Prohibited Exclusivity Arrangement**"). Upon announcing a procurement process on the IESO's Website in respect of a TSF Identified Project, the IESO will deliver to Registrants by email a notification of the posting and a Prescribed 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 Attestation Form**"). No later than thirty (30) days after a Registrant receives such a notice and Non-Exclusivity Attestation Form, the Registrant must return the completed Non-Exclusivity Attestation Form to the IESO with an attestation that it and none of its Affiliates have currently bound, and a covenant that it will not bind, any Indigenous Community to a Prohibited Exclusivity Arrangement and it shall take

such actions within its control to ensure that none of its Affiliates enter into any such Prohibited Exclusivity Agreement. For greater certainty, following receipt of this notification from the IESO, any Registrant or Affiliate that is a party to a Prohibited Exclusivity Arrangement must terminate the Prohibited Exclusivity Arrangement prior to returning its completed Non-Exclusivity Attestation Form to the IESO and failure to do so will be sufficient grounds for the IESO to terminate a Registrant's registration status.

- (d) The continuous reporting obligations set out in this Section 2.3 must be met by submitting any notices or documents through Workspaces. If a Registrant fails to inform the IESO of changes the information provided in its Application Package, Renewal Package or Non-Exclusivity Attestation Form, 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 may be requested to submit a Renewal Package to the IESO by the date that is two (2) years after the date of the closing of the Application Window in which the Registrant joined the Registry, and thereafter, by the date that is two (2) years from the date that the Registrant's registration status was last renewed. The IESO may send to the Registrant a notification about the biennial renewal process containing instructions on how to submit the Renewal Package to the IESO (a "**Renewal Notification**"), including the deadline for submitting the information. Additional information regarding the renewal process is provided in Section 4.

SECTION 3 - APPLICATION FOR REGISTRATION

3.1 Application Requirements

- (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 7.3(c) of these Registry Rules, the IESO may cease accepting Application Packages at any time.

3.2 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.
- (b) The IESO will be using Workspaces, a file management platform, to facilitate the submission of Application Packages. To submit an Application Package:

- (i) **IESO** **Workspaces**
Applicants may access Workspaces on their browser by using the following link: **[workspaces.ieso.ca]**
- (ii) **Request** **Access**
Applicants must send an email to **TSF@ieso.ca** to request access to Workspaces for the Primary Contact and the Secondary Contact. The email subject line must be in the following format: **TSF-Registry: Register for Access**
- (iii) **Receive** **Credentials**
Once access to Workspaces is processed, the IESO will issue usernames and passwords for each requested user.
- (iv) **Submit an Application Package**
Workspaces users must upload an Application Package to the designated folder within Workspaces. Once all parts of an Application Package have been uploaded, the Applicant must send an email to **TSF@ieso.ca** confirming that its Application Package has been fully uploaded and is available for review.

3.3 Application Package

- (a) An “**Application Package**” consists of a completed Application Form, including all applicable exhibits, and a completed Application Form – Workbook.
- (b) Applicants must provide the information exactly as set out in the Prescribed Forms apart from the completion of any blanks, bullets or similar uncompleted information. In the Prescribed Forms, no amendments may be made to the pre-printed wording, but copies, including multiple copies, may be made of the appropriate pages of the Prescribed Forms. Any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in the Application Package, may result in the rejection of the Application Package.
- (c) All Prescribed Forms must be signed by a director, officer or other person who has the authority to bind the Applicant.
- (d) Certain Prescribed Forms are, or contain, declarations. The onus is solely on the Applicant to conduct all investigations and verifications necessary or appropriate, including any investigations required of any member(s) of the Applicant’s team, to confirm that each of the statements set out in the declarations can be made accurately and truthfully. If the IESO determines that any matter declared is not materially true and correct, then the Application Package may be rejected.

3.4 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, review an Application Package for completeness to determine whether the Application Package contains all the documents and information requirements set out in Section 3.3 (a “**Complete Application Package**”); and
 - (ii) Second, provided the Application Package is a Complete Application Package, 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 Workspaces. 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) Unless requested by the IESO, an Application Package cannot be amended by an Applicant once it has been received by the IESO.
- (f) Applicants requiring clarification about any of the application requirements may, acting in a commercially reasonable manner, send their questions to the IESO at TSF@ieso.ca. The IESO will, acting reasonably, endeavour to provide a response to the Applicant in a timely manner. The IESO may, at its sole discretion, publish certain questions and answers on the IESO's Website, with any commercially sensitive information redacted.
- (g) For those Applicants who are accepted as Registrants, the IESO will notify the Applicant that it has become a Registrant and will update the Registry posted on the IESO's Website.

3.5 Rejected Applications

- (a) If, in the IESO's discretion, an Application Package does not comply with the requirements set out in the Registry Rules, or if the information included in the Application Package is not satisfactory to the IESO, the IESO may, without

liability, cost or penalty, disqualify the Application Package ("**Rejected Application**") and the Application Package shall not be given any further consideration and shall be considered Terminated.

- (b) An Applicant shall be notified by e-mail of the IESO's determination, and reasoning thereof.
- (c) The IESO's determination in respect of an Application Package is final, binding and not subject to appeal.
- (d) 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 3.4(a)).

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 7.3(c) of these Registry Rules, the IESO may cease accepting Renewal Packages at any time.

4.2 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.
- (b) To Submit a Renewal Package:
 - (i) **IESO** **Workspaces**
Registrants may access Workspaces on their browser by using the following link: [workspaces.ieso.ca]
 - (ii) **Use** **Credentials**
Registrants must login to Workspaces using the credentials previously provided to them by the IESO, and where they are unable to do so, they must request new Workspaces credentials for their Primary Contact or their Secondary Contact in accordance with Sections 3.2(b)(ii) and 3.2(b)(iii).

(iii)	Submit	Renewal	Package
	<p>Workspaces users must upload a complete Renewal Package to the designated folder within Workspaces. Once all parts of a Renewal Package have been uploaded, the Registrant must send an email to TSF@ieso.ca confirming that its Renewal Package has been fully uploaded and is available for review.</p>		

4.3 Renewal Package

- (a) A “**Renewal Package**” consists of a completed Renewal Form, including exhibits.
- (b) Registrants must provide the information exactly as set out in the Prescribed Forms apart from the completion of any blanks, bullets or similar uncompleted information. In the Prescribed Forms, no amendments may be made to the pre-printed wording, but copies, including multiple copies, may be made of the appropriate pages of the Prescribed Forms. Any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in the Renewal Package, may result in the rejection of the Renewal Package.
- (c) All Prescribed Forms must be signed by a director, officer or other person who has the authority to bind the Registrant.
- (d) Certain Prescribed Forms are, or contain, declarations. The onus is solely on the Registrant to conduct all investigations and verifications necessary or appropriate, including any investigations required of any member(s) of the Registrant’s team, to confirm that each of the statements set out in the declarations can be made accurately and truthfully. If the IESO determines that any matter declared is not materially true and correct, then the Renewal Package may be rejected.

4.4 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, review a Renewal Package for completeness to determine whether the Renewal Package contains all the documents and information required by Section 4.3 (a **“Complete Renewal Package”**); and

- (ii) Second, provided that the Renewal Package is a Complete Renewal Package, 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 Workspaces. 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) Unless requested by the IESO, a Renewal Package cannot be amended by the Registrant once it has been received by the IESO.
- (f) Registrants requiring clarification about any of the renewal requirements may, acting in a commercially reasonable manner, send their questions to the IESO at TSF@ieso.ca. The IESO will, acting reasonably, endeavour to provide a response to the Registrant in a timely manner. The IESO may, at its sole discretion, publish certain questions and answers on the IESO's Website, with any commercially sensitive information redacted.
- (g) For those Registrants whose Renewal Packages are successful, the IESO will notify the Registrant that its registration status has been renewed.

4.5 Rejected Renewal

- (a) If, in the IESO's discretion, a Renewal Package does not comply with the requirements set out in the Registry Rules, or if the information included in the Renewal Package is not satisfactory to the IESO, the IESO may, without liability, cost or penalty, disqualify the Application Package ("**Rejected Renewal**") and the Renewal Package shall not be given any further consideration and shall be considered Terminated.
- (b) An Applicant shall be notified by e-mail of the IESO's determination, and reasoning thereof.
- (c) The IESO's determination in respect of a Renewal Package is final, binding and not subject to appeal.
- (d) Following the IESO's determination that a Renewal Package or a Complete Renewal Package is a Rejected Renewal, a Person may submit a new Renewal Package (provided the Registrant's Renewal Window has not ended).

SECTION 5 - TERMINATION OF REGISTRATION

5.1 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 by email to TSF@ieso.ca. The IESO will remove such Registrant from the Registry within 30 calendar days of receiving such notice.

5.2 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.

SECTION 6 - CONFIDENTIALITY

6.1 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 or participating 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 Participant 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.

6.2 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 6.2.

- (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 7 - ADDITIONAL RULES

7.1 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 7.1 the IESO may reject the Application Package or terminate the registration status of a Registrant.

7.2 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) Each Participant will bear all costs and expenses in connection with its participation in the Registry. 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 for any reason. By submitting an Application Package, 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) All statements, information and documentation submitted as part of any Application Package or Renewal Package are subject to verification by the IESO, with any Participant or with any third party, and enforcement in accordance with the Registry Rules. If such statements, information or documentation are determined by the IESO to be incorrect or misleading, the IESO reserves the right to re-evaluate any 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 shall not be liable for any Claim, 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.
- (l) 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.
- (m) 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.

7.3 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 in respect of an Application Package, Renewal Package or Non-Exclusivity Form other than the Primary Contact or Secondary Contact. The IESO may communicate with 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.

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 Form” means the Prescribed Form used by an Applicant to apply for registration status on the Registry.
4. “Application Package” has the meaning ascribed to it in Section 3.3(a).
5. “Application Window” has the meaning ascribed to it in Section 3.4(a).
6. “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.
7. “Claim” means a claim or cause of action in contract, in tort, under any Laws and Regulations or otherwise.
8. “Commercial Operation Date” means the date that the relevant Transmission Project was constructed, connected, commissioned and synchronized to the relevant electricity grid, such that its capacity was available to deliver electricity in accordance with the requirements of all applicable agreements, laws and regulations and the Transmission Project was declared to be in commercial operation.
9. “Complete Application Package” has the meaning ascribed to it in Section 3.4(c)(i).
10. “Complete Renewal Package” has the meaning ascribed to it in Section 4.4(c)(i).
11. “Constructing” means undertaking or overseeing the building, erecting, constructing, installing, testing, start-up and commissioning of a Transmission Project.
12. “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.

13. “Designated Affiliate” means, in respect of any Participant, an entity that is an Affiliate of the Participant and whose qualifications are being relied upon by the Participant to qualify for the Registry as indicated in the Application Form or Renewal Form, and which is not currently designated for such purpose by any other Participant.
14. “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.
15. “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.
16. “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 Commercial Operation Date.
17. “FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).
18. “Financing” means arranging non-recourse project financing, bank financing or on-balance sheet financing sufficient to commence construction.
19. “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.
20. “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.
21. “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.

22. “IESO” means the Independent Electricity System Operator acting in its capacity to engage in procurement activities as contemplated under Section 6(1)(h) of the *Electricity Act* and, for certainty, not in the capacity of System Operator, and includes such Person’s successors and permitted assigns.
23. “IESO-Administered Markets” has the meaning ascribed to it by the IESO Market Rules.
24. “IESO-Controlled Grid” has the meaning ascribed to it by the IESO Market Rules.
25. “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.
26. “IESO’s Website” means the section of the IESO’s website referred to as [**“Transmission Selection Framework”**] and located at such 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.
27. “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.
28. “Indigenous Community” means, for the purposes of these Registry Rules, a First Nation Community or a Métis Community.
29. “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.
30. “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 in relation thereto.
31. “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*.
32. “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.
- ~~33. “Minimum Credit Rating” means a credit rating of (i) A- with S&P, (ii) A3 with Moody’s, (iii) A (low) with DBRS, (iv) A- with Fitch Ratings, or (v) an equivalent credit rating from any other NRSRO.~~
33. ~~34.~~ “New Build” means the construction of a Transmission Project that is not an upgrade, redevelopment or expansion of an existing Transmission Project.
34. ~~35.~~ “Non-Exclusivity Attestation Form” has the meaning ascribed to it in Section 2.3(c).
- ~~36. “NRSRO” has the meaning ascribed to it under *National Instrument 25-101*.~~
35. ~~37.~~ “OEB” means the Ontario Energy Board or its successor.
36. ~~38.~~ “Operating” means operating, monitoring, maintaining, inspecting and repairing a Transmission Project.
37. ~~39.~~ “Participant” means an Applicant or a Registrant, as applicable.
38. ~~40.~~ “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.
39. ~~41.~~ “Planning” means preparing, designing, scheduling, engineering and procuring materials and equipment for a Transmission Project.

40. ~~42.~~ “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.
41. ~~43.~~ “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.
42. ~~44.~~ “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.
43. ~~45.~~ “Prohibited Exclusivity Arrangement” has the meaning ascribed to it in Section 2.3(c).
44. ~~46.~~ “Qualifying Projects” has the meaning ascribed to it in Section 2.2(a)(i).
45. ~~47.~~ “Registrant” means an entity that has successfully registered for the Registry pursuant to the Registry Rules and whose registration status has not been terminated.
46. ~~48.~~ “Registry Documents” has the meaning ascribed to it in Section 1.3.
47. ~~49.~~ “Registry Rules” means these registry rules.
48. ~~50.~~ “Rejected Application” has the meaning ascribed to it in Section 3.5(a).
49. ~~51.~~ “Rejected Renewal” has the meaning ascribed to it in Section 4.5(a).
50. ~~52.~~ “Renewal Form” means the Prescribed Form used by a Registrant to apply to maintain its registration status on the Registry.
51. ~~53.~~ “Renewal Notification” has the meaning ascribed to it in Section 2.4.
52. ~~54.~~ “Renewal Package” has the meaning ascribed to it in Section 4.3(a).
53. ~~55.~~ “Renewal Window” has the meaning ascribed to it in Section 4.4(a).
54. ~~56.~~ “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.
55. ~~57.~~ “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.
56. ~~58.~~ “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.

57. ~~59.~~ “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.
58. ~~60.~~ “Transmission Project” means a transmission system as such term is defined in the *Electricity Act*.
59. ~~61.~~ “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.
60. ~~62.~~ “Transmitter” means a transmitter as such term is defined in the *Electricity Act*.
61. ~~63.~~ “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 TSF Identified Projects.
62. ~~64.~~ “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.
63. ~~65.~~ “TSF Identified Project” is any Transmission Project that the IESO has identified as being procured pursuant to the TSF.
64. ~~66.~~ “Workspaces” is a file management platform that Participants will use to submit Application Packages, Renewal Packages and Non-Exclusivity Attestation Forms.