

MULTILATERAL INSTRUMENT 31-102
NATIONAL REGISTRATION DATABASE (NRD)

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**MULTILATERAL INSTRUMENT 31-102
NATIONAL REGISTRATION DATABASE (NRD)**

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Instrument

“authorized firm representative” or “AFR” means, for a firm filer, an individual with his or her own NRD user ID and who is authorized by the firm filer to submit information in NRD format for that firm filer and individual filers with respect to whom the firm filer is the sponsoring firm;

“chief AFR” means, for a firm filer, an individual who is an AFR and has accepted an appointment by the firm filer under paragraph 4.1(a);

“firm filer” means a person or company that is required under securities legislation to make an NRD submission in accordance with this Instrument and that is registered as, or has applied for registration as, a dealer, adviser, or underwriter;

“individual filer” means an individual that is required under securities legislation to make an NRD submission in accordance with this Instrument;

“individual filer NRD number” means, for an individual filer, the unique number first generated by NRD to identify an individual filer;

“MI 33-109” means Multilateral Instrument 33-109 Registration Information Requirements;

“NRD” means the online electronic database of registration information regarding NRD filers and includes the computer system providing for the transmission, receipt, review and dissemination of that registration information by electronic means;

“NRD administrator” means a person or company that operates NRD;

“NRD filer” means an individual filer or a firm filer;

“NRD format” means the electronic format for submitting information through the NRD web site;

“NRD submission” means information that is submitted under securities legislation or securities directions in NRD format, or the act of submitting information under securities legislation or securities directions in NRD format, as the context requires;

“NRD web site” means the web site operated by the NRD administrator for the submission of information in NRD format;

“sponsoring firm” means,

- (a) for a registered individual filer, the firm filer on whose behalf the individual trades or advises,
- (b) for an individual filer seeking registration, the firm filer on whose behalf the individual proposes to trade or advise, or
- (c) for a non-registered individual of a firm filer, the firm filer.

1.2 Interpretation - Terms defined in MI 33-109 and used in this Instrument have the respective meanings ascribed to those terms in MI 33-109.

PART 2 INFORMATION TO BE SUBMITTED IN NRD FORMAT

2.1 Registration Information - A person or company that is required to submit any of the following to the securities regulatory authority or regulator, shall make the submission in NRD format:

1. Form 33-109F1;
2. Form 33-109F2;
3. Form 33-109F3;
4. Form 33-109F4 or a change to any information previously submitted in respect of Form 33-109F4.

PART 3 MAKING NRD SUBMISSIONS

3.1 NRD Submissions

- (1) An NRD filer that is required under securities legislation to submit information in NRD format shall make that NRD submission through the NRD website and in accordance with this Instrument.
- (2) A requirement in securities legislation relating to the format in which a document or other information to be submitted must be printed, or specifying the number of copies of a document that must be submitted, does not apply to an NRD submission required to be made in accordance with this Instrument.
- (3) An individual filer shall make all NRD submissions using the same individual filer NRD number.
- (4) An NRD filer shall make an NRD submission through an AFR.
- (5) For greater certainty, an individual filer under subsection (4) may be the AFR for the purpose of that filing if the individual filer is enrolled in that capacity.

3.2 Ongoing Firm Filer Requirements – A firm filer shall

- (a) be enrolled to use NRD;
- (b) have one chief AFR; and
- (c) maintain one account with a member of the Canadian Payments Association from which fees may be paid with respect to NRD submissions by electronic pre-authorized debit.

PART 4 ENROLMENT TO USE NRD

4.1 Firm Filer Enrolment - To enrol to use NRD, a firm filer shall

- (a) appoint an individual to act as its chief AFR;
- (b) deliver to the NRD administrator, concurrently and in paper format,
 - (i) a Form 31-102F1 completed after an appointment under paragraph (a) has been accepted by the individual;
 - (ii) any Form 31-102F2 completed under section 4.2; and
 - (iii) a completed Form 31-102F3 in respect of the account maintained under paragraph 3.2(c).

4.2 Chief AFR Enrolment

- (1) An individual who accepts an appointment under paragraph 4.1(a) shall complete a Form 31-102F2.
- (2) Subsection (1) does not apply if the individual is a chief AFR for another firm filer.

4.3 Reporting Changes to Firm Filer Enrolment Information - Other than a change to the legal name of a firm filer, a firm filer shall notify the NRD administrator of a change to the information on the most recently submitted Form 31-102F1 by delivering to the NRD administrator a completed Form 31-102F1 in paper format as soon as practicable.

4.4 Reporting Changes to NRD Account Holder Authorization

- (1) Before a firm filer may change the account maintained under paragraph 3.2(c), the firm filer shall notify the NRD administrator of the change by delivering to the NRD administrator a completed Form 31-102F3 in paper format at least 10 business days before the change.
- (2) A firm filer shall notify the NRD administrator of any change to the contact information previously submitted in Form 31-102F3 by delivering to the NRD administrator a completed Form 31-102F3 in paper format within 5 business days of the change.

4.5 Reporting Changes to Chief AFR Information - A chief AFR shall submit any change to his or her name or contact information previously submitted in Form 31-102F2, or under this subsection, in NRD format within 5 business days of the change.

4.6 Reporting Changes to Other AFR Information – A firm filer shall submit any change in the name of an AFR, other than a chief AFR, in NRD format within 5 business days of the change.

PART 5 PAYMENT OF FEES THROUGH NRD

5.1 Payment of Submission Fees

- (1) If a fee is prescribed with respect to an NRD submission, a firm filer shall pay the prescribed fee by electronic pre-authorized debit through NRD.
- (2) A payment under subsection (1) shall be made from the account maintained under paragraph 3.2(c).

5.2 Payment of Annual Registration Fees

- (1) If a firm filer is required to pay a prescribed annual registration fee, the firm filer shall pay the prescribed fee by electronic pre-authorized debit through NRD.
- (2) A payment under subsection (1) shall be made from the account maintained under paragraph 3.2(c).

5.3 Payment of Annual NRD Filer Fees

- (1) If a firm filer is required to pay a prescribed annual NRD filer fee, the firm filer shall pay the prescribed fee by electronic pre-authorized debit through NRD.
- (2) A payment under subsection (1) shall be made from the account maintained under paragraph 3.2(c).

PART 6 TEMPORARY HARDSHIP EXEMPTION

6.1 Temporary Hardship Exemption

- (1) If unanticipated technical difficulties prevent an NRD filer from making a submission in NRD format within the time required under securities legislation, the NRD filer is exempt from the requirement to make the submission within the specified time period, if the NRD filer makes the submission in paper format or NRD format no later than 5 business days after the day on which the information was required to be submitted.
- (2) If unanticipated technical difficulties prevent an individual filer from applying for registration in NRD format, the individual filer may submit the application in paper format.
- (3) If an NRD filer makes a paper format submission under this section, the NRD filer shall

include the following legend in capital letters at the top of the first page of the submission:

IN ACCORDANCE WITH SECTION 6.1 OF MULTILATERAL INSTRUMENT 31-102 NATIONAL REGISTRATION DATABASE (NRD), THIS (SPECIFY DOCUMENT) IS BEING SUBMITTED IN PAPER FORMAT UNDER A TEMPORARY HARDSHIP EXEMPTION.

- (4) If an NRD filer makes a paper format submission under this section, the NRD filer shall submit the information required in NRD format as soon as practicable and in any event within 3 business days after the unanticipated technical difficulties have been resolved.

PART 7 EXEMPTION

7.1 Exemption

- (1) The regulator or the securities regulatory authority may grant an exemption from this Instrument, in whole or in part, subject to such conditions or restrictions as may be imposed in the exemption.
- (2) Despite subsection (1), in Ontario only the regulator may grant such an exemption.

PART 8 TRANSITION

8.1 Definitions - In this Part

“data transfer date” means the day on which the securities regulatory authority will commence the transfer of its record of non-registered individuals, registered individuals, and registered firms to NRD;

“effective date” means the day on which this Instrument comes into force;

“NRD access date” means, for an NRD firm filer, the date the NRD firm filer first has access to NRD to make NRD submissions;

“NRD launch date” means the first day on which NRD is available for NRD filers to make NRD submissions; and

“transition firm” means every dealer, adviser and underwriter that

- (a) is a registered firm on the effective date, or
- (b) is not a registered firm on the effective date and has applied for registration before the NRD launch date.

8.2 NRD Enrolment For Transition Firms - A transition firm shall enroll to use NRD by the later of

- (a) 5 business days after the effective date, and
- (b) the date that the firm has applied for registration.

8.3 NRD Submissions before NRD Access Date - Despite any requirement in this Instrument to submit information in NRD format, a transition firm may submit information in paper format before the NRD access date.

8.4 Accuracy of Business Location Information - If the information recorded on NRD for a business location of a transition firm is missing or inaccurate on the NRD access date, the transition firm shall submit a completed Form 33-109F3 in NRD format in respect of that business location within 15 business days of the NRD access date.

8.5 Individuals Included in the Data Transfer - In respect of individuals who were registered individuals on the data transfer date, or non-registered individuals with respect to whom the securities regulatory authority has been notified by the data transfer date, the transition firm that is the sponsoring firm of those individuals shall submit completed Forms 33-109F4 in NRD format for

- (a) 10 percent of those individuals no later than the end of the second calendar month

following the month in which the NRD launch date occurred,

- (b) 20 percent of those individuals no later than the end of the third calendar month following the month in which the NRD launch date occurred,
- (c) 30 percent of those individuals no later than the end of the fourth calendar month following the month in which the NRD launch date occurred,
- (d) 40 percent of those individuals no later than the end of the fifth calendar month following the month in which the NRD launch date occurred,
- (e) 50 percent of those individuals no later than the end of the sixth calendar month following the month in which the NRD launch date occurred,
- (f) 60 percent of those individuals no later than the end of the seventh calendar month following the month in which the NRD launch date occurred,
- (g) 70 percent of those individuals no later than the end of the eighth calendar month following the month in which the NRD launch date occurred,
- (h) 80 percent of those individuals no later than the end of the ninth calendar month following the month in which the NRD launch date occurred,
- (i) 90 percent of those individuals no later than the end of the tenth calendar month following the month in which the NRD launch date occurred, and
- (j) all of those individuals no later than the end of the eleventh calendar month following the month in which the NRD launch date occurred.

8.6 Individuals not Included in the Data Transfer - A transition firm shall submit a completed Form 33-109F4 in NRD format within 15 business days of the NRD access date for each individual for whom the transition firm is the sponsoring firm and who

- (a) was not a registered individual on the data transfer date and who applied in paper format to become a registered individual before the NRD access date; or
- (b) was a non-registered individual before the NRD access date and about whom the securities regulatory authority had not been notified by the data transfer date.

8.7 Changes to Form 4 Information - Registered Individuals -A registered individual who has submitted a completed Form 33-109F5 under section 8.5 of MI 33-109, shall submit a completed Form 33-109F4 in NRD format by the later of 15 business days after

- (a) the NRD access date of the individual's sponsoring firm, and
- (b) the date that the individual submitted the Form 33-109F5.

8.8 Changes to Form 4 Information - Non-registered Individuals - A transition firm that has submitted a completed Form 33-109F5 for a non-registered individual under section 8.7 of MI 33-109, shall submit a completed Form 33-109F4 for the individual in NRD format by the later of 15 business days after

- (a) the NRD access date, and
- (b) the date that the firm submitted the Form 33-109F5.

8.9 Pending Application to Change Individual's Registration Category - If a registered individual submitted an application in paper format to change his or her category of registration and the application is not determined before the data transfer date, the individual shall submit

- (a) a completed Form 33-109F4 in NRD format within 15 business days after the NRD access date of his or her sponsoring firm, and

- (b) a completed Form 33-109F2 in NRD format within 1 business day of submitting the Form 33-109F4 under paragraph (a).

8.10 **Currency of Form 33-109F4** - For greater certainty, a completed Form 33-109F4 that is submitted under this Part must be current on the date that it is submitted despite any prior submissions in paper format.

8.11 **Termination or Cessation of Relationship** - Despite a requirement under this Part to submit a completed Form 33-109F4, a transition firm is not required to submit a Form 33-109F4 in respect of an individual if the firm has submitted a completed Form 33-109F1 in NRD format in respect of the individual.

PART 9 **EFFECTIVE DATE**

9.1 **Effective Date**

- (1) Except for Part 2, this Instrument comes into force on September 1, 2002.
- (2) Part 2 comes into force on the NRD launch date.

FORM 31-102F1

ENROLMENT FORM – FIRM FILER

TO: NRD Administrator
85 Richmond Street West, Toronto, Ontario M5H 2C9

Please select one box:

“ **Initial Filing** All sections must be completed. **Appendix A must be attached and signed. Return this form with Form 31-102F3, and if required, Form 31-102F2**, together with a true copy of the certificate of incorporation, certificate of amendment or other business registration document issued by the applicable governmental office that confirms the current legal name of the firm filer, as stated in section 1 below, and any required fees and deliver by prepaid mail or personal delivery to the NRD administrator at the address above, or to such other address as may be provided at the NRD web site.

“ **Change to Previous Filing**
Describe change(s):

- Appointment of new chief AFR
- complete sections 1, 2 & 4
- New account holder and/or other change to account information for pre-authorized debit
- complete sections 1, 3 & 4

Do not notify the NRD administrator of changes to information in section 1. Do not resubmit Appendix A. Changes will be effective after the NRD administrator has completed its processing of all required information and forms. **Return this form** with any other forms (if required, Form 31-102F2 and/or Form 31-102F3) and documents and deliver by prepaid mail, personal delivery or fax to the NRD administrator at the address above, or by fax to 1-800- _____, or to such other address or fax number as may be provided at the NRD web site.

General Instructions:

- A. This form is available online for downloading at the NRD web site at www.nrd.ca.
- B. Complete the information requested in this form in type or legible print. Manual signatures are required by authorized signatories of the firm filer.

Section 1 Firm Filer Information

Full legal name of firm filer:	
Firm NRD number (if available):	Head office main phone number: ()

Section 2 Confirmation of Appointment of Chief AFR

The firm filer hereby confirms that it has appointed the person below as its sole chief AFR and by so doing hereby confirms that it has revoked all prior appointments to this position. The information completed in this section 2 must match the information completed in section 1 of Form 31-102F2 of the chief AFR.

Last name of chief AFR:		First name:
Second name (if applicable):	Third name (if applicable):	Active user ID of chief AFR*:

* If an active user ID is not included, then a completed Form 31-102F2 must accompany this form.

Section 3 Account Holder Information for Electronic Pre-Authorized Debit

The firm filer hereby confirms the following account holder and account information from which the payment of prescribed fees by electronic pre-authorized debit shall be made through NRD as authorized by the chief AFR or other AFRs appointed to act on behalf of the firm filer. A completed Form 31-102F3 must accompany this form and the information completed in this section 3 must match the information completed in section 3 of Form 31-102F3 of the account holder.

Name of account holder:	
Name of account holder's financial institution**:	
Branch transit number:	Account number:

** The financial institution selected must be a member of the Canadian Payments Association.
Section 4 Certification of Firm Filer

The undersigned firm filer hereby certifies that the foregoing information delivered to the NRD administrator for verification and processing is true in all material respects and acknowledges that all access to and use of NRD shall be subject to **the Terms and Conditions of Use attached as Appendix A to the Initial Filing of this form by the firm filer, and any amendments thereto. It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.**

The undersigned acknowledges that all confirmations, notices and other correspondence between the NRD administrator and the undersigned shall be sent to the chief AFR named in section 2 of this form, to the e-mail or fax number of the chief AFR, as selected by the chief AFR on Form 31-102F2, as such e-mail or fax number may be amended by the chief AFR in NRD format.

At least 10 business days before a change to the account named in section 3 of this form, the undersigned shall complete a Change to Previous Filing to this form and deliver it to the NRD administrator, with any other required documents or forms. Within 5 business days of a change to the contact information for the account submitted on Form 31-102F3, the undersigned shall notify the NRD administrator in the manner set out herein. As soon as practicable following a change in the chief AFR, or other information submitted in respect of the account named in section 3 of this form, the undersigned shall complete a Change to Previous Filing to this form and deliver it to the NRD administrator, together with any other required forms or documents. The undersigned agrees that an executed copy of this form, if delivered to the NRD administrator by fax, shall have the same effect as an originally executed copy delivered to the NRD administrator. The undersigned has caused this form to be signed by its duly authorized signatories on its behalf.

Name of firm filer:			
Signature of authorized signatory	Print name of signatory:	Direct phone number: () Extension if applicable:	Date: (dd/mm/yyyy)
Signature of authorized signatory	Print name of signatory:	Direct phone number: () Extension if applicable:	Date: (dd/mm/yyyy)

If the NRD administrator has any questions about the information provided on this form, it can contact:

Last name:	First name:		
Business address (street name and number):	Municipality (city, town, etc.):	Province/territory/state:	Postal code:
Direct phone number: () Extension if applicable:	Fax number: ()	E-mail address:	

**Appendix A
to Form 31-102F1**

Terms and Conditions of Use
(last amended September 1, 2002)

ACKNOWLEDGED on behalf of the Firm filer: _____ by: _____ signature of authorized signatory by: _____ signature of authorized signatory
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NRD™ is the National Registration Database, an initiative of the participating Canadian securities regulatory authorities (collectively, the “CSRA”) and the Investment Dealers Association of Canada to facilitate the filing of information pursuant to Multilateral Instrument 31-102 – National Registration Database (NRD) and Multilateral Instrument 33-109 – Registration Information Requirements (collectively, the “Instrument”) and the electronic payment of fees using the NRD web site located at www.nrd.ca.

All use of NRD and the NRD web site by or on behalf of the firm filer is subject to the terms and conditions of use above and below between the NRD administrator and the firm filer (the “Agreement”), and all applicable laws.

- Firm Filer Responsibilities.** Following completion of enrolment in NRD, authorized representatives of the firm filer may access and use the NRD web site only by the provision of a valid user ID, password and, if applicable, a personal identification number. Authorized representatives of the firm filer consist of the chief AFR appointed by the firm filer, any administrator AFRs appointed by the chief AFR and any other AFRs appointed by the chief

AFR or by an administrator AFR (collectively, the "AFRs") and individual filers. Only AFRs may use NRD on behalf of the firm filer to make NRD submissions and electronic payments of fees as required under securities legislation.

For the purposes of the firm filer's NRD submissions, the firm filer shall ensure that: (a) only its AFRs and individual filers will be permitted access to and use of the NRD web site; and (b) it has implemented and maintains reasonable security precautions to control the access and use of NRD including the protection of user IDs, passwords and if applicable, personal identification numbers. The authority of the chief AFR to act on behalf of the firm filer shall continue in effect until written notice to the contrary is received by the NRD administrator. The firm filer acknowledges and agrees that it is solely responsible for any access and use of the NRD web site by AFRs and individual filers.

In the event that any conduct of the firm filer or any of its AFRs or individual filers is harmful to the operation of NRD and/or the NRD web site, the NRD administrator reserves the right to revoke a user ID or otherwise prevent or restrict any one or more AFRs and/or individual filers and/or any unauthorized individuals from access to use all or any part of the NRD web site immediately and without notice. Access may be prevented or restricted as long as such conduct continues.

2. **Authorized Use of the NRD web site.** In addition to complying with this Agreement, the firm filer shall use the NRD web site and any links to other web sites from the NRD web site ("Linked Sites") for lawful purposes only. The firm filer agrees not to introduce into or through the NRD web site any information or materials that may be harmful to others.

The firm filer shall not use NRD, the NRD web site or Linked Sites in any manner which could damage, disable, overburden, or impair NRD or the NRD web site or interfere with any other person's use of NRD or the NRD web site. The firm filer shall not use any robot, spider or other automatic device, software program or manual process in a manner that interferes with any web pages on NRD, the NRD web site or Linked Sites.

3. **Electronic Payments.** The firm filer agrees to pay all fees and charges due to the NRD administrator, as such fees and charges are approved by the CSRA, through electronic pre-authorized debit using the account holder and account information named in the most current Form 31-102F1 (the "Account Holder") delivered to the NRD administrator. The firm filer acknowledges that electronic payments for the firm filer may be authorized by any of the AFRs. It is the firm filer's responsibility to establish reasonable controls and procedures to ensure that the Account Holder establishes and maintains any account and agreements with the Account Holder's financial institution for the account named in the most current Form 31-102F1 delivered to the NRD administrator and to facilitate AFRs authorizing payments from the Account Holder's account. The firm filer agrees to pay interest to the NRD administrator on all unpaid fees and charges at the rate of 1% per month (12% per annum) from and after the due date, and shall pay any reasonable charges the NRD administrator establishes from time to time for failed payments or payments that were not honoured.

4. **Intellectual Property.** "NRD" and "www.nrd.ca" and related words and logos are trade-marks and/or trade names of the NRD administrator (collectively the "Trade-marks"). Nothing in this Agreement, on the NRD web site or on NRD shall be construed as granting, either expressly, by implication or otherwise, a license or other right to the firm filer to use the Trade-marks, or copyright or any other intellectual property right of the NRD administrator or CSRA. The names of other companies, products or services referred to on the NRD web site may be trade-marks or trade names of their respective owners. Any unauthorized use of the Trade-marks or third party trade-marks or trade names, or copyright or any other intellectual property right of NRD administrator or CSRA is strictly prohibited.

All right, title and interest in the NRD web site, NRD, all software used on the NRD web site and all materials provided on the NRD web site including, without limitation, associated information, databases, site design, text and graphics, are owned by the CSRA, the NRD administrator or their respective suppliers and are protected by Canadian and international copyright laws (the "Proprietary Content"). All rights are reserved. Any unauthorized use, reproduction, modification or distribution of the Proprietary Content is strictly prohibited and will cause the CSRA and/or the NRD administrator serious damages for which money damages may not constitute a sufficient remedy and in such instances CSRA and/or the NRD administrator may seek and obtain injunctive relief, in addition to any other remedies.

5. **Privacy.** The personal or other information of individuals contained in NRD is governed by privacy laws, including without limitation, the Personal Information Protection and Electronic Documents Act of Canada and corresponding provincial privacy legislation. The firm filer is fully responsible for compliance with all privacy laws. The NRD web site is subject to the terms of the NRD administrator's **Privacy Statement**, which can be viewed at the NRD web site.

6. **Limitation of Liability and Disclaimers.** Access to and use of the NRD web site is provided on an “as is” “as available” basis. The firm filer’s use of the NRD web site is entirely at its own risk. To the fullest extent permitted by law, except as stated in this Agreement, the NRD administrator and any of its affiliates, employees, agents, officers, contractors, directors or third party providers (collectively “Related Parties”) disclaim all warranties, representations or conditions of any kind, whether express or implied, including the implied warranties or conditions of merchantability and fitness for a particular purpose. The NRD administrator and the Related Parties make no representations, warranties or conditions about the accuracy, reliability, completeness, currency, quality, timeliness or usefulness of the NRD web site or any goods, information or service provided through the NRD web site. The NRD administrator and the Related Parties are not responsible for, nor do they independently verify any of the content nor do they assume any obligation to update content or advise on further developments relating to NRD. The firm filer should not assume that NRD will be error-free, timely, accurate, complete or that NRD will operate without interruption.

In no circumstances shall the NRD administrator and the Related Parties or other third parties mentioned on the NRD web site be liable for any indirect, special, incidental, consequential or punitive damages or damages for lost profits arising out of or in connection with this Agreement or the use of or inability to make use of the NRD web site, the Content or any service provided through the NRD web site, whether based on warranty, contract, tort, negligence or any other legal theory, irrespective of notice. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to the firm filer. Notwithstanding the express exclusions and limitations set out in this Agreement, any and all liability of the NRD administrator and the Related Parties for actual and direct damages, unless caused by the gross negligence or willful misconduct of the NRD administrator, is limited to the repayment from the NRD administrator to the firm filer, without duplication, in respect of the specific filing or use of this NRD web site (the “Claim”) to a maximum amount of the fee paid to the NRD administrator in respect of which the filing or use of this NRD web site was made, less amounts, if any, repaid by the NRD administrator for other claims in respect of the same filings or uses of this NRD web site, provided that the firm filer is not in breach of this Agreement.

7. **Indemnity.** The firm filer agrees to indemnify and hold harmless the NRD administrator and the Related Parties from any claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal fees and costs, resulting from the firm filer’s material breach of this Agreement, gross negligence or willful misconduct or in relation to its use of the NRD web site by AFRs, individual filers and/or unauthorized individuals.
8. **Links to Other Sites.** The NRD web site may contain Linked Sites. Unless specifically noted, the Linked Sites, and/or the content, goods or services sold or made available on the Linked Sites, are not under the control of the NRD administrator and accordingly the NRD administrator does not assume any responsibility for the same. The Linked Sites are provided only as a convenience, and the inclusion of any link does not imply that NRD administrator guarantees, recommends, approves, warrants or endorses the site, or any content, goods or services sold or made available on or through the site, or any association with its operations. Use of any Linked Sites is entirely at the firm filer’s own risk. Nothing in this Agreement grants the firm filer any rights or authorization with respect to any Linked Sites.
9. **Governing Law.** If the head office of the firm filer is situated in a jurisdiction in which the Instrument has been enacted, this Agreement shall be governed by, and the firm filer submits to, the applicable laws in force in the province of the head office of the firm filer and the laws of Canada applicable therein. Otherwise, this Agreement shall be governed by, and the firm filer submits to, the laws in force in the province where the head office of the NRD administrator is located and the laws of Canada applicable therein.
10. **Modification of Agreement.** Subject to the approval of the CSRA, the NRD administrator may modify this Agreement at any time(s) by either posting notice of such modified agreement on the NRD web site or by delivering a notice and copy of such modified agreement to the firm filer, and the firm filer agrees that it is deemed to have accepted such modification as is in effect at the time if, after such time, the AFRs and/or individual filers continue to access and use the NRD web site. In the event of the foregoing, the firm filer agrees that it shall be bound by the provisions of the modified Agreement notwithstanding the lack of a manual signature of the firm filer upon any amended agreement. This Agreement was last updated on the date shown above. Anything in the NRD web site inconsistent with this Agreement is superseded by this Agreement.
11. **Modification to the NRD web site.** The NRD administrator and CSRA reserve the right to modify, add, change, discontinue or suspend the NRD web site or any services made available on or through the NRD web site in whole or in part, at any time(s) without prior notice.
12. **Miscellaneous.** The provisions of Sections 5, 6 and 7 shall survive termination of this Agreement. No waiver or failure to enforce any of the terms of this Agreement shall be deemed or construed as a waiver or continuing

waiver of such term or any other term of this Agreement. If in any jurisdiction, any of the terms or portions of terms in this Agreement are held to be invalid or unenforceable by a court of competent jurisdiction, such term or portion of a term shall be severed, restricted or eliminated to the minimum extent necessary and will be deemed superseded by a valid enforceable term or portion of a term that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall otherwise remain in full force and effect. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Any cause of action arising out of or related to this Agreement must commence within two years after the cause of action arose; otherwise such cause of action is hereby waived and permanently barred. Headings are for convenience only and shall not affect the interpretation of any of this Agreement.

13. **Contact Us.** All notices to NRD administrator pursuant to this Agreement must be sent by fax at 1-800-____ ; or by prepaid mail or personal delivery to 85 Richmond Street West, Toronto, Ontario M5H 2C9; in each case addressed to the NRD administrator. All notices from the NRD administrator to the firm filer shall be sent to its chief AFR as at the date of notice by the NRD administrator, by e-mail or fax number as selected by the chief AFR on Form 31-102F2, as such e-mail or fax number may have been amended in NRD.

In the event of any questions or comments about the NRD web site or the services offered by NRD administrator, the NRD administrator may be reached by calling 1-800-219-5381 or by sending a fax, as noted above. All notices, submissions, ideas or other information cannot be returned and once submitted, become the property of the NRD administrator.

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PRIVACY STATEMENT

When you visit the NRD web site at www.nrd.ca, when you move from page to page, read pages, make submissions or communications, access data, change data or download content onto your computer, the NRD web site may record and collect the following information:

- ! the domain name you are connecting from
- ! the user ID of the visitor that logged on and number of successful and unsuccessful attempts
- ! what information was submitted
- ! what information was changed

Cookies on the NRD web site are small data files that are sent to your browser and stored in memory on your computer. On the NRD web site, non-persistent cookies may be used only to facilitate functionality during a single site visit. Cookies do not contain personal information and are not permanently stored for future use. For added security, cookies are not used to remember user IDs and passwords when accessing secured pages accessible.

The NRD administrator uses this information to identify possible improvements to the NRD web site to make it easier for different types of visitors to access or submit information they require. As part of web site operations, it may be necessary for the NRD administrator to share aggregate statistical information with its affiliates, agents, contractors, suppliers and/or the Canadian securities regulators on a need to know basis only. By using the NRD web site, you are deemed to have provided your permission to the collection and use of aggregate statistical information for the purposes set out herein.

Some information to be submitted in NRD by a visitor with a user ID and password will contain personal information. However, unless otherwise indicated, none of the information collected is associated with a visitor as an individual.

The NRD administrator may modify this Privacy Statement at any time(s) without prior notice by posting a modified Privacy Statement on the NRD web site.

FORM 31-102F2

ENROLMENT OF CHIEF AUTHORIZED FIRM REPRESENTATIVE

TO: NRD Administrator
85 Richmond Street West, Toronto, Ontario M5H 2C9

AND TO: Each **Firm Filer** that appoints the undersigned as its Chief AFR using the User ID assigned in respect of this enrolment

STRICTLY CONFIDENTIAL

Please select one box:

- First Enrolment as a chief AFR**
- Have one or more active user IDs with the status of chief AFR and request a new user ID to be assigned in respect of this enrolment as a chief AFR.**
- Do not provide any of your user IDs to the firm filer enrolling you.
Note: If this form was already completed in respect of a previous enrolment by you as a chief AFR and you wish to use the user ID assigned in respect of that enrolment, do not complete this form again and provide that user ID to the firm filer enrolling you to include in section 2 of Form 31-102F1.

General Instructions:

- A. This form is available online for downloading at the NRD web site at www.nrd.ca.
- B. Complete the information requested in this form in type or legible print. All sections must be completed. A manual signature is required by the chief AFR.
- C. This form **must** be accompanied by Form 31-102F1 of the firm filer when returned to the NRD administrator. The names completed in section 1 of this form must match the names completed in section 2 of Form 31-102F1.
- D. The Personal Identification Number in section 3 of this form is to be kept strictly confidential. For security reasons, the chief AFR may choose to return this completed form, together with Form 31-102F1, to the NRD administrator on behalf of the firm filer.
- E. Return this form by prepaid mail or personal delivery to the NRD administrator at the address above or, if this form is accompanied by a Change to Previous Filing on Form 31-102F1, it may be returned to the NRD administrator by fax to 1-800-_____, or, in both cases, to such other address or fax number as may be provided on the NRD web site.

Section 1 Chief AFR Information

Last name:		
First name:	Second name (if applicable):	Third name (if applicable):
Direct phone number: () Extension if applicable:	Fax number: ()	E-mail address:

The chief AFR requests that the NRD administrator deliver to the chief AFR a confirmation of the set up of the firm filer below and/or a confirmation of the appointment of the chief AFR, and confirmations for any other firm filers that appoint the chief AFR as their chief AFR using the same user ID in respect of this enrolment. The delivery of the confirmation to the chief AFR shall be by fax or e-mail, as selected below, using the fax number or e-mail address provided by the chief AFR in section 1, as may be amended in NRD.

Select **one** only: fax e-mail

If no selection is made or if both selections are made, delivery of the confirmation to the chief AFR shall be by fax.

Section 2 Firm Filer Information

Legal name of the firm filer that has appointed the chief AFR:	Firm NRD number (if available):
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Section 3 Personal Identification Number

Select four to six numbers as the unique confidential personal identification number ("PIN") of the chief AFR. The PIN will be required in order to access the NRD web site for the first time following enrolment and to reset the chief AFR's password. It is the sole responsibility of the chief AFR to implement appropriate security precautions to ensure that the PIN selected below is kept strictly confidential and not shared with any other person.

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Section 4 Acknowledgement and Certification of Chief AFR

The undersigned chief AFR hereby confirms that the undersigned has accepted the appointment by the firm filer stated in section 2 as the firm filer's chief AFR and the appointment by any other firm filer(s) as such other firm filer(s) chief AFR if the undersigned has elected to use the same user ID assigned in respect of this enrolment for such other firm filer(s). The undersigned acknowledges that the electronic payment of fees on behalf of the firm filer(s) that has appointed the chief AFR using the user ID assigned in respect of this enrolment, from the account that such firm filer has established for its use in the National Registration Database, may be authorized by the undersigned as chief AFR, or by any other AFRs appointed for such firm filer.

Notice – Collection and Use of Personal Information

The personal information that you provide on this form or otherwise through NRD is used to facilitate your access to and use of NRD and is not used for any other purpose. The signed copy of the completed form that you deliver to the NRD administrator is retained by the NRD administrator as evidence of your enrolment as a chief AFR. The information you provide on this form or otherwise through NRD will not be disclosed to any third party except any of the Canadian securities regulatory authorities or their authorized representatives for purposes of the administration or enforcement of securities legislation in the applicable jurisdictions. For information about the use of the information collected on this form or if you would like to obtain access to the information you have submitted, contact the NRD administrator at the address or number provided above.

The undersigned hereby certifies that the foregoing information is true in all material respects and acknowledges that all access to and use of NRD shall be subject to the foregoing. The undersigned agrees to update the information submitted in section 1 of this form in NRD format within 5 business days of the change. The undersigned agrees that an executed copy of this form, if delivered to the NRD administrator by fax, shall have the same effect as an originally executed copy delivered to the NRD administrator.

Print name of chief AFR: Last name: First name: Second name: Third name:	
Signature of chief AFR: _____	Date (dd/mm/yyyy)

FORM 31-102F3

ACCOUNT HOLDER AUTHORIZATION

TO: NRD Administrator
85 Richmond Street West, Toronto, Ontario M5H 2C9

Please select one box:

- " **Initial Filing** All sections must be completed. This form must be returned by the firm filer with Form 31-102F1 and, if required, Form 31-102F2.
- " **Change to Previous Filing** Changes will be effective after the NRD administrator has completed its processing of all required information.
- Describe change(s):
- Change to Account Holder's contact information
- complete sections 1, 2 & 5
The NRD administrator must receive this form within 5 business days of the change. The account holder may return this form directly to the NRD administrator.
 - Change to Account Holder's account information
- complete sections 1, 3 & 5
Desired business date of change: _____, 200____.
The firm filer must return this form with Form 31-102F1. The NRD administrator must receive this form at least 10 business days before the desired business date of change.

General Instructions:

- A. This form is available online for downloading at the NRD web site at www.nrd.ca.
- B. Complete the information requested in this form in type or legible print. The information completed in section 3 below must match the information completed in section 3 of Form 31-102F1.
- C. Return this completed form, together with a blank cheque for the account named in section 3 below, marked on the front with "VOID" and deliver by prepaid mail, personal delivery or fax to the NRD administrator at the address above, or by fax to 1-800 _____, or to such other address or fax number as may be provided on the NRD web site.

Section 1 Firm Filer Information

Full legal name of firm filer:	Firm NRD number (if available)
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Section 2 Contact Information for Account to be used for NRD

Name of account holder:			
Business address (street name and number):		Municipality (city, town, etc.):	
Province/territory/state:	Postal code:	Main Phone Number: ()	Fax number: ()
Last name of account holder's contact person:		First name of account holder's contact person:	
Direct phone number: () Extension if applicable:		E-mail address:	

Section 3 Account Holder Information for Electronic Pre-authorized Debit in NRD

Name of account holder's financial institution*:	
Branch transit number:	Account number:

*The financial institution must be a member of the Canadian Payments Association. The financial institution should verify the information completed above.

Section 4 Payees

The account holder hereby authorizes payments from the account holder's account named in section 3 on behalf of the firm filer named in section 2 to be made by pre-authorized debit in NRD to one or more of the participating Canadian securities regulatory authorities, the Investment Dealers Association of Canada or the NRD administrator, being the payees listed below:

- British Columbia Securities Commission
- Alberta Securities Commission
- Saskatchewan Securities Commission
- The Manitoba Securities Commission
- Ontario Securities Commission
- Nova Scotia Securities Commission
- Securities Commission of Newfoundland
- New Brunswick Office of the Administrator of Securities
- Prince Edward Island Department of Community Affairs and Attorney General
- Government of Yukon, Registrar of Securities
- Nunavut Department of Justice, Legal Registries Division
- Government of the Northwest Territories, Securities Registry, Department of Justice
- Investment Dealers Association of Canada
- NRD administrator

Section 5 Authorization and Certification of Account Holder

The undersigned account holder hereby authorizes the payment of fees, on behalf of the firm filer named in section 1 of this form, by electronic pre-authorized debits in the National Registration Database to one or more of the payees listed in section 4, as such list of payees may be amended from time to time in NRD. The undersigned further acknowledges that payments of fees are authorized by the chief AFR of the firm filer or other AFRs appointed to act on behalf of the firm filer. The undersigned agrees to comply with any rules which may affect the pre-authorized debits and to execute any further documents that are reasonably required by the NRD administrator, its financial institution or the rules affecting the payment services provided in NRD.

The undersigned certifies that the foregoing information is true in all material respects. Within 5 business days of a change to the contact information submitted on this form, the undersigned shall complete a Change to Previous Filing to this form and deliver it to the NRD administrator. At least 10 business days before a change to the account named in section 3 of this form, the undersigned shall complete a Change to Previous Filing to this form and deliver it to the NRD administrator. The undersigned agrees that an executed copy of this form, if delivered to the NRD administrator by fax, shall have the same effect as an originally executed copy delivered to the NRD administrator. The undersigned has caused this form to be signed by its duly authorized signatories on its behalf.

Name of account holder:		
<hr/> Signature of authorized signatory	Print name:	Date: (dd/mm/yyyy)
<hr/> Signature of authorized signatory	Print name:	Date: (dd/mm/yyyy)

**COMPANION POLICY 31-102CP
TO MULTILATERAL INSTRUMENT 31-102
NATIONAL REGISTRATION DATABASE (NRD)**

PART 1 PRODUCTION OF NRD FILINGS

1.1 The securities legislation of several jurisdictions contains a requirement to produce or make available an original or certified copy of information filed under the securities legislation. The securities regulatory authority or the regulator, as applicable, considers that it may satisfy such a requirement in the case of information filed in NRD format by providing a printed copy or other output of the information in readable form that contains or is accompanied by a certification by the regulator that the printed copy or output is a copy of the information filed in NRD format.

PART 2 DATE OF FILING

2.1 The securities regulatory authority takes the view that information filed in NRD format is, for purposes of securities legislation, filed on the day that the transmission of the information to NRD is completed.

PART 3 OFFICIAL COPY OF NRD FILINGS

3.1 For purposes of securities legislation, securities directions or any other related purpose, the securities regulatory authority takes the view that the official record of any information filed in NRD format by an NRD filer is the electronic information stored in NRD.