

**NRD® FORM 1
ENROLMENT OF FIRM**

TO: CDS INC. (Attention: NRD Administrator)
85 Richmond Street West, Toronto, Ontario M5H 2C9

General Instructions:

- A. This form may be downloaded from the NRD website at www.nrd.ca
- B. Authorized signatories of the firm must sign this form and Appendix A (if applicable) manually.

Please select one box:

- Initial Application for Enrolment in the National Registration Database**
 - All sections must be completed.
 - **Attach:**
 - Appendix A, signed.
 - NRD Form 2 – Enrolment of Chief Authorized Firm Representative.
 - NRD Form 3 – NRD Account Holder Authorization.
 - A true copy of the certificate of incorporation, certificate of amendment or other business registration documents issued by the applicable governmental office that confirms the current legal name of the firm, as stated in Section 1 below.
 - Any required NRD enrolment fees, by cheque payable to “CDS INC.”
 - 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 website.

- Change to Previous Filing or Application for Reinstatement of Firm Enrolment**

* If you are re-applying for, or intend to reinstate your registration, and are changing your original enrolment information, use this section.

Indicate type of change(s):

- Appointment of **new** chief AFR OR **change** of legal name of current chief AFR (complete sections 1, 2, 4 & 5)

- Change** of NRD account information for pre-authorized debit (complete sections 1, 3, 4 & 5)

- Application for Reinstatement of Firm Enrolment (complete all sections)

- Do not resubmit Appendix A if firm name has not changed.
- Changes will be effective after the NRD administrator has completed its processing of all required information and forms.
- Return this form with other forms and documents, as required. Examples would include, but are not limited to, NRD Form 1 and/or 2, void cheque for the NRD account, copy of legal name change documentation.
- Deliver by one of the following methods: prepaid mail, personal delivery, fax to 1-866-729-8011, e-mail to nrdadministrator@cds.ca, or to such other address, fax number or e-mail address as may be provided on the NRD website.

Section 1 Firm Information

The firm confirms the following information:

Full legal name of firm:	
Firm NRD number (required for change to previous filing <u>or</u> if firm was previously enrolled):	Head office main phone number: ()

NOTE: Changes to the firm name and head office main phone number in this section must be reported directly to the securities regulatory authority or regulator and not the NRD administrator. If the firm was previously enrolled in NRD, include the Firm NRD number, even if the firm has a new name.

Section 2 Confirmation of Appointment of Chief AFR

The firm confirms that it has appointed the person below as its sole chief AFR and confirms that it has revoked all prior appointments to this position. The information completed in this section must match the information completed in section 1 of NRD Form 2.

Last name:		First name:
Second name (if applicable) :	Third name (if applicable):	User ID if already a chief AFR**:

****NOTE:** If the chief AFR does not have an active user ID from a previous appointment as a chief AFR or wishes to obtain an additional active user ID for this appointment, a completed NRD Form 2 must accompany this form.

Section 3 NRD Account Information for Electronic Pre-Authorized Debit

The firm confirms the following NRD account information from which the payment of fees shall be made through NRD by electronic pre-authorized debit as authorized by the chief AFR or other AFRs appointed to act on behalf of the firm and confirms that any existing NRD account previously set up by the NRD administrator is to be replaced by this NRD account. A completed NRD Form 3 must accompany this form and the information completed in this section must match the information completed in section 3 of the corresponding NRD Form 3.

Name of NRD account holder:	
Name of NRD account holder's financial institution***:	
Branch transit number (5 digits only):	Account number:

***NOTE: The financial institution selected must be a member of the Canadian Payments Association.

Section 4 Contact Information

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:	Email address:	

Section 5 Acknowledgements of Firm

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, and any amendments thereto.**

All confirmations, notices and other correspondence between the NRD administrator and the firm shall be sent to the attention of the then current chief AFR of the firm, at the e-mail address or fax number of the chief AFR, as selected by the chief AFR on NRD Form 2, as such e-mail or fax number may be amended by the chief AFR upon notice on NRD Form 2 to the NRD administrator.

Changes to certain information shall be made as follows:

- The firm shall deliver an amended NRD Form 1 and a new or an amended NRD Form 3 to the NRD administrator at least 10 business days prior to a change of the NRD account named in section 3 of this form.
- The firm shall deliver an amended NRD Form 3 to the NRD administrator within 5 business days of a change to the contact information for the NRD account in section 2 of NRD Form 3.
- Unless a firm is changing its legal name or NRD account, it shall deliver an amended NRD Form 1 to the NRD administrator as soon as practicable following a change to the information on the most recently submitted NRD Form 1. The firm agrees that an executed copy of this form, if delivered to the NRD administrator by fax or electronically by e-mail, shall have the same effect as an originally executed copy delivered to the NRD administrator.

The firm has caused this form to be signed by its duly authorized signatories on its behalf:

Name of firm:			
	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)
_____ Signature of authorized signatory			

**Appendix A
to NRD Form 1**

Terms and Conditions of Use
(last amended January 21, 2003)

ACKNOWLEDGED on behalf of the

Firm:

Name of firm

By:

Signature of authorized signatory

By:

Signature of authorized signatory

NRD® is the National Registration Database created to facilitate the filing of information pursuant to National Instrument 31-102 - *National Registration Database (NRD)*, and National Instrument 33-109 - *Registration Information* (collectively, the "Instrument") and pursuant to Manitoba and Ontario Securities Commission Rules 31-509 (*Commodity Futures Act*) National Registration Database and 33-506 (*Commodity Futures Act*) Registration Information. Further details on the Instruments and NRD can be found in Companion Policy 31-102CP, Companion Policy 33-109CP and the NRD Filer Manual. NRD was also created to facilitate the electronic payment of fees using the NRD website located at www.nrd.ca. NRD is an initiative of the participating Canadian securities regulatory authorities (collectively, the "CSA") and the Investment Industry Regulatory Organization of Canada.

The use of NRD and the NRD website by or on behalf of the firm is subject to NRD Form 1 and the following terms and conditions of use agreed to between the NRD administrator and the firm (the "Agreement"):

1. **Firm Responsibilities.** Following completion of enrolment in NRD in accordance with the NRD Filer Manual, a firm's authorized firm representatives and individual filers may access and use the NRD website only by the provision of a valid user ID, password and, if applicable, a personal identification number. A firm's authorized firm representatives consist of the chief AFR appointed by the firm, any AFR administrators appointed by the chief AFR and any other AFRs appointed by the chief AFR or by an AFR administrator (collectively, the "AFRs"). Only AFRs may use NRD on behalf of the firm to make NRD submissions and electronic payments of fees.

For the purposes of the firm's NRD submissions, the firm shall ensure that:

- (a) only its AFRs and individual filers will be permitted access to and use of the NRD website; 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 shall remain in effect until the NRD administrator receives written notice to the contrary from the firm. The firm acknowledges and agrees that it is solely responsible for any access and use of the NRD website by its AFRs and individual filers. In the event that any conduct of the firm or any of its AFRs or individual filers is harmful to the operation of NRD and/or the NRD website, the NRD administrator reserves the right to deactivate a user ID or otherwise prevent or restrict any AFRs, individual filers and/or unauthorized individuals from access to use all or any part of the NRD website immediately and without notice. Access may be prevented or restricted as long as such conduct continues.

2. **Authorized Use of the NRD website.** The firm shall use the NRD website and any links to other web sites from the NRD website ("Linked Sites") in accordance with the NRD Filer Manual and for lawful purposes only. The firm agrees not to introduce into or through the NRD website any information or materials that may be harmful to others.

The firm shall not use NRD, the NRD website or Linked Sites in any manner that, based on the reasonable knowledge or belief of the firm, could damage, disable, overburden, or impair NRD or the NRD website or interfere with any other person's use of NRD or the NRD website. The firm 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 website or Linked Sites.

3. **Payments.** The firm agrees to pay to the NRD administrator all NRD enrolment fees, NRD submission fees, NRD annual filer fees and other fees and charges for services, plus applicable taxes, duties and other levies, as such fees and charges are set out in the NRD Filer Manual, a regulator notice or this Agreement. In the case of NRD submission fees, NRD annual filer fees and other fees or charges approved by the CSA or set out in the NRD Filer Manual, such fees and charges shall be paid in NRD by electronic preauthorized debit using the NRD account.

The firm acknowledges that electronic payments for the firm may be authorized by any of the AFRs. It is the firm's responsibility to ensure that the NRD account stays current and available for electronic payments of NRD fees and charges payable to the NRD administrator, as those NRD fees and charges become due. The firm agrees to cease initiating or authorizing electronic payments from the NRD account immediately upon revocation or cancellation by the NRD account holder of the NRD account holder's NRD Form 3.

The firm 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", "www.nrd.ca" and related words and logos are trademarks and/or trade names of the NRD administrator (collectively, the "Trade-marks"). Nothing in this Agreement, on the NRD website or on NRD shall be construed as granting, either expressly, by implication or otherwise, a license or other right to the firm to use the Trade-marks, or copyright or any other intellectual property right of the NRD administrator or CSA. The names of other companies, products or services referred to on the NRD website 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 CSA is strictly prohibited.

All right, title and interest in the NRD website, NRD, all software used on the NRD website and all materials provided on the NRD website including, without limitation, associated information, databases, site design, text and graphics, are owned by the CSA, 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 may cause the NRD administrator serious damages for which money damages may not constitute a sufficient remedy and in such instances the NRD administrator may seek and obtain injunctive relief, in addition to any other remedies.

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

6. **Limitation of Liability and Disclaimers.** Access to and use of the NRD website is provided on an "as is" and "as available" basis. The firm's use of the NRD website 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 website or any goods, information or service provided through the NRD website. 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 should not assume that NRD will be error-free, timely, accurate, and 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 website 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 website, the content or any service provided through the NRD website, 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. 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, without duplication, in respect of the specific filing or use of this NRD website (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 website 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 website provided that the firm is not in breach of this Agreement.

7. **Indemnity.** The firm 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's material breach of this Agreement, gross negligence or willful misconduct in relation to its use of the NRD website by AFRs, individual filers and/or unauthorized individuals.

8. **Links to Other Sites.** The NRD website 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's own risk. Nothing in this Agreement grants the firm any rights or authorization with respect to any Linked Sites.

9. **Governing Law.** If the head office of the firm is situated in a jurisdiction in which the Instrument has been enacted, this Agreement shall be governed by, and the firm submits to, the applicable laws in force in the province of the head office of the firm and the laws of Canada applicable therein. Otherwise, this Agreement shall be governed by, and the firm 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 CSA, the NRD administrator may modify this Agreement at any time(s) by either posting notice of such modified agreement on the NRD website or by delivering a notice and copy of such modified agreement to the firm, and the firm 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 website. In the event of the foregoing, the firm agrees that it shall be bound by the provisions of the modified Agreement notwithstanding the lack of a manual signature of the firm upon any amended agreement.