

NRD[®] FORM 3
NRD ACCOUNT HOLDER AUTHORIZATION

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

AND TO: The **Firm** identified in section 1 below

Please select one box:

- Initial Filing by NRD[™] account holder in the National Registration Database (“NRD”)**
All sections must be completed. This form must be returned by the firm with NRD Form 1 *Enrolment of Firm* and, if required, NRD Form 2 *Enrolment of Chief Authorized Firm Representative*.
- 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 contact information
- complete sections 1, 2 & 4
The NRD administrator must receive this form within 5 business days of the change. The NRD account holder may return this form directly to the NRD administrator.
- Change to NRD account information
- complete sections 1, 3 & 4
Desired business date of change: _____, 201____.
The firm must return this form with NRD Form 1. The NRD administrator must receive this form at least 10 business days before the desired business date of change.

General Instructions:

- A. This form may be downloaded from the NRD[®] website at www.nrd.ca.
- B. Complete the information requested in this form in type or legible print. The NRD account information completed in section 3 below must match the information completed in section 3 of NRD Form 1. Authorized signatories of the NRD account holder must sign the form manually.
- C. Return this completed form, together with a blank cheque for the NRD account named in section 3 below, marked on the front with “VOID” and deliver by prepaid mail or personal delivery to the NRD administrator at the address above, by fax to 1-866-729-8011, by e-mail to nrdadministrator@cds.ca, or to such other address or fax number as may be provided on the NRD website.

Section 1 Firm Information

Full legal name of firm :	Firm NRD number (only required if a change to previous filing):
---------------------------	---

Section 2 Contact Information for NRD account

Name of NRD 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 NRD account holder's contact person:		First name of NRD account holder's contact person:	
Direct phone number: () Extension if applicable:		E-mail address:	

Section 3 NRD Account Information for Electronic Pre-authorized Debit

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 Authorization and Agreement of NRD Account Holder

4.1 The NRD account holder hereby authorizes and directs to the NRD administrator to enrol the NRD account stated in section 3 in NRD as contemplated in National Instrument 31-102 *National Registration Database*, Ontario Securities Commission Rules 31-509 (*Commodity Futures Act*) National Registration Database, Companion Policy 31-102CP, the NRD User Guide referenced in such Companion Policy and other applicable provincial and territorial laws.

4.2 The NRD account holder authorizes the payment of fees and charges from time to time on behalf of the firm stated in section 1 by electronic business pre-authorized debit ("PAD") in NRD from the NRD

account to one or more of the following payees, their successors or assigns, as such list of payees may be amended from time to time in NRD (collectively the “Payees”):

- Alberta Securities Commission
- British Columbia Securities Commission
- The Manitoba Securities Commission
- New Brunswick Securities Commission
- Securities Commission of Newfoundland and Labrador
- Registrar of Securities, Northwest Territories
- Nova Scotia Securities Commission
- Nunavut Securities Registry
- Ontario Securities Commission
- Prince Edward Island Securities Registry
- L'Autorité des marchés financiers
- Saskatchewan Financial Services Commission
- Registrar of Securities, Yukon, Community Services
- Investment Industry Regulatory Organization (applicable branch for each jurisdiction)
- CDS INC.

4.3 The NRD account holder authorizes the Payees to draw from time to time PADs on the NRD account at the financial institution completed in section 3 (the “Financial Institution”) and the NRD account holder authorizes the Financial Institution to honour and pay such PADs. The agreements in this NRD Form 3 are provided for the benefit of the Payees, their financial institutions and the Financial Institution and are provided in consideration of the Financial Institution agreeing to process debits against the NRD account in accordance with the rules of the Canadian Payments Association affecting the payment services provided in NRD (the “Rules”). The NRD account holder agrees that any direction provided on its behalf in the manner set out in this NRD Form 3, to draw a PAD, and any PAD drawn in accordance with this NRD Form 3, shall be binding on it as if signed by or drawn by the NRD account holder.

4.4 In order to revoke or cancel the continuing authorization provided in this NRD Form 3, the NRD account holder shall provide written notice of revocation or cancellation to the NRD administrator by personal delivery, fax, or e-mail to the NRD administrator as set out on page 1, and to the firm. Any revocation or cancellation does not terminate or otherwise affect any other obligation or agreement between the NRD account holder, the firm and/or the Payees.

4.5 The NRD account holder agrees that the Financial Institution is not required to verify that any PAD has been drawn in accordance with this NRD Form 3, including the amount, frequency and fulfillment of any purpose of any PAD.

4.6 The NRD account holder agrees that delivery of this NRD Form 3 to the NRD administrator constitutes delivery by it to the Financial Institution. The NRD account holder agrees that the NRD administrator may deliver this NRD Form 3 to any Payees’ financial institution and agrees to the disclosure of any information, which may be contained in this NRD Form 3 to such financial institution.

4.7 The NRD account holder agrees to waive the pre-notification requirements of the Rules and to abide by any modification to the pre-notification requirements as provided in NRD at or prior to the time that a PAD is authorized.

4.8 The NRD account holder acknowledges that PAD payments in NRD are variable, annual and/or sporadic, and there is no maximum amount of payment. In addition, PAD payments may be top-ups or adjustments. The NRD account holder further acknowledges that PAD payments in NRD from the NRD account are authorized by any Authorized Firm Representative, including the chief Authorized Firm Representative appointed to act on behalf of the firm (collectively “AFR”), all of whom have access to the NRD account and information pertaining to the NRD account for this purpose. The NRD account holder agrees that an AFR’s user ID, NRD password and NRD submission provide valid authorization for the Payee or its agent to debit the NRD account for the amount(s) indicated in the NRD submission. The NRD account holder acknowledges that it will not have independent access to NRD other than through an AFR and that the NRD administrator is not required to provide the NRD account holder with access to NRD or any information pertaining to any AFR.

4.9 The NRD account holder may dispute a PAD by providing a signed declaration to the Financial Institution under the following conditions:

- (i) the PAD was not drawn in accordance with this NRD Form 3;
- (ii) this NRD Form 3 was revoked or cancelled; or
- (iii) any pre-notification required and not waived was not received by it or by any AFR.

The NRD account holder acknowledges that, in order to obtain reimbursement from the Financial Institution for the amount of a disputed PAD, the NRD account holder must sign a declaration to the effect that either (i), (ii) or (iii) above took place and present it to the Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed PAD was posted to the NRD account. The NRD account holder acknowledges that, after this ten (10) business day period, the NRD account holder shall resolve any dispute regarding a PAD solely with the Payee, and that the Financial Institution shall have no liability to the NRD account holder respecting any such PAD.

4.10 The NRD account holder certifies that all information provided with respect to the NRD account is accurate and the NRD account holder agrees to deliver an amended NRD Form 3 to the NRD administrator within five (5) business days of a change to the contact information for the NRD account and at least ten (10) business days prior to the desired business date of a change to the NRD account information.

4.11 Except where caused solely by the negligent actions of the NRD administrator, the NRD account holder agrees to indemnify and hold the NRD administrator harmless from and against and reimburse the NRD administrator for all losses, costs, fees, damages, expenses, liabilities, claims, suits and demands whatsoever that it may suffer, incur or be under or that may be made or brought against the NRD administrator, by whomsoever made or brought, by reason of or in any way arising out of the action in drawing, issuing, instructing, paying, disputing and/or reimbursing of any PAD on the NRD account issued in accordance with instructions by AFRs on behalf of the NRD account holder, including without limitation, any interest claims, claims resulting from stop payments and declarations filed by the NRD account holder or any other person.

4.12 The NRD account holder warrants and guarantees that it has the authority to electronically agree to commit to this NRD Form 3 by secure electronic signature and that its secure electronic signature conforms with the requirements of the Rules.

4.13 The NRD account holder agrees to comply with the Rules, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and

to execute any further documents reasonably required by the NRD administrator or prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

4.14 The NRD account holder agrees to pay other NRD fees and charges established by the NRD administrator from time to time, including those for failed payments or payments that were not honoured and interest on unpaid fees and charges at the rate of 1% per month (12% per annum) on behalf of the firm.

4.15 It is the express wish of the parties that this NRD Form 3 and any related documents be drawn up and executed in English. Les parties conviennent que la présente NRD Form 3 et tous les documents s’y rattachant soient rédigés et signés en anglais.

4.16 The NRD account holder agrees to the foregoing terms and conditions, all of which shall ensure to the benefit of and be binding upon the NRD account holder and its successors and assigns. The NRD account holder agrees that an executed copy of this form delivered to the NRD administrator by fax or e-mail shall have the same effect as an originally executed copy delivered to the NRD administrator. The NRD account holder warrants and agrees that it has caused this form to be signed by its duly authorized signatories on its behalf.

Name of NRD account holder:		
_____	Print name:	Date: (dd/mm/yyyy)
Signature of authorized signatory		
_____	Print name:	Date: (dd/mm/yyyy)
Signature of authorized signatory		