

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
 NRD account information for pre-authorized debit
- complete sections 1, 3 & 4

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.

Changes to information in section 1 must be reported directly to the securities regulatory authority or regulator and not to the NRD administrator.

General Instructions:

- A. This form may be downloaded from the NRD web site at www.nrd.ca.
- B. Authorized signatories of the firm filer must sign the form and Appendix A manually.

Section 1 Firm Filer Information

Full legal name of firm filer:	
Firm NRD number (only required if a change to previous filing):	Head office main phone number: ()

Section 2 Confirmation of Appointment of Chief AFR

The firm filer 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 Form 31-102F2 Enrolment of Chief Authorized Firm Representative.

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

*If the chief AFR does not have an active user ID from a previous appointment or wishes to obtain an additional active user ID for this appointment, a completed Form 31-102F2 must accompany this form.

Section 3 NRD Account Information for Electronic Pre-Authorized Debit

The firm filer confirms the following NRD account information from which the payment of registration and NRD user 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 filer. A completed Form 31-102F3 NRD Account Holder Authorization must accompany this form and the information completed in this section must match the information completed in section 3 of the corresponding Form 31-102F3.

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

**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 ()	E-mail address:	

Section 5 Acknowledgements of Firm Filer

The firm filer 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.**

The firm filer acknowledges that all confirmations, notices and other correspondence between the NRD administrator and the firm filer shall be sent to the attention of the chief AFR named in section 2 of this form, at the e-mail address 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 upon notice to the NRD administrator.

Section 6 Changes to Information

Changes to certain information shall be made as follows:

- The firm filer shall deliver an amended Form 31-102F1 and an amended Form 31-102F3 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 filer shall deliver an amended Form 31-102F3 to the NRD administrator within 5 business days of a change to the NRD account contact information in section 2 of Form 31-102F3.
- Unless a firm filer is changing its legal name or NRD account, it shall deliver an amended Form 31-102F1 to the NRD administrator as soon as practicable following a change to the information on the most recently submitted Form 31-102F1.

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

**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 created to facilitate the filing of information pursuant to Multilateral Instrument 31-102 – National Registration Database (NRD) and Multilateral Instrument 33-109 – Registration Information (collectively, the “Instrument”). NRD was also created to facilitate the electronic payment of fees using the NRD web site located at www.nrd.ca. NRD is an initiative of the participating Canadian securities regulatory authorities (collectively, the “CSA”) and the Investment Dealers Association of Canada.

The use of NRD and the NRD web site by or on behalf of the firm filer is subject to the following terms and conditions of use agreed to between the NRD administrator and the firm filer (the “Agreement”):

1. **Firm Filer Responsibilities.** Following completion of enrolment in NRD, a firm’s authorized firm representatives and individual filers 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. A firm’s authorized firm representatives 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”). Only AFRs may use NRD on behalf of the firm filer to make NRD submissions and electronic payments of registration and NRD user fees.

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 remain in effect until the NRD administrator receives written notice to the contrary from the firm filer. The firm filer acknowledges and agrees that it is solely responsible for any access and use of the NRD web site by its 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 AFRs, individual filers and/or 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.** 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 that, based on the reasonable knowledge or belief of the firm filer, 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 NRD user fees and charges payable to the NRD administrator, as such NRD user fees and charges are approved by the CSA, through electronic pre-authorized debit using the NRD account. 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 ensure that NRD account stays current and available for electronic payments of NRD user fees and charges payable to the NRD administrator as those NRD user fees and charges become due.

The firm filer agrees to pay interest to the NRD administrator on all unpaid NRD user 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 incurs 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 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 CSA. 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 CSA 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 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 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” and “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, and complete nor 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 CSA, the NRD administrator may modify this Agreement at any time 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 reserves 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 without prior notice, subject to the approval of the CSA in most instances.

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 this Agreement.
13. **Contact Us.** All notices to the NRD administrator pursuant to this Agreement must be sent to the attention of the NRD administrator by fax at 1-800-; or by prepaid mail or personal delivery to 85 Richmond Street West, Toronto, Ontario M5H 2C9.

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, move from page to page on the NRD web site, 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 the number of successful and unsuccessful attempts to log on
- type of information submitted
- type of information 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.

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 without prior notice by posting a modified Privacy Statement on the NRD web site.