Mutual Fund Dealers Association of Canada
Association canadienne des courtiers de fonds mutuels

IN THE MATTER OF A SETTLEMENT HEARING
PURSUANT TO SECTION 24.4 OF BY-LAW NO. 1 OF
THE MUTUAL FUND DEALERS ASSOCIATION OF CANADA

Re: Worldsource Financial Management Inc.

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. By Notice of Settlement Hearing, the Mutual Fund Dealers Association of Canada ("MFDA") will announce that it proposes to hold a hearing to consider whether, pursuant to section 24.4 of By-law No. 1, a hearing panel of the Central Regional Council ("Hearing Panel") of the MFDA should accept the settlement agreement ("Settlement Agreement") entered into between Staff of the MFDA ("Staff") and the Respondent, Worldsource Financial Management Inc. ("Respondent").

II. JOINT SETTLEMENT RECOMMENDATION

2. Staff conducted an investigation of the Respondent's activities. The investigation disclosed that the Respondent had engaged in activity for which the Respondent could be penalized on the exercise of the discretion of the Hearing Panel pursuant to s. 24.1 of By-law No. 1.

3. Staff and the Respondent recommend settlement of the matters disclosed by the investigation in accordance with the terms and conditions set out below. The Respondent agrees to the settlement on the basis of the facts set out in Part IV herein and consents to the making of an Order in the form attached as Schedule "A".

4. Staff and the Respondent agree that the terms of this Settlement Agreement, including the attached Schedule "A", will be released to the public only if and when the Settlement Agreement is accepted by the Hearing Panel.

III. ACKNOWLEDGEMENT

5. Staff and the Respondent agree with the facts set out in Part IV herein for the purposes of this Settlement Agreement only and further agree that this agreement of facts is without prejudice to the Respondent or Staff in any other proceeding of any kind including, but without limiting the generality of the foregoing, any proceedings brought by the MFDA (subject to Part IX) or any civil or other proceedings which may be brought by any other person or agency, whether or not this Settlement Agreement is accepted by the Hearing Panel.

IV. AGREED FACTS

Registration History

6. The Respondent is registered as a Mutual Fund Dealer in all 10 Canadian provinces and as an Exempt Market Dealer in the provinces of Ontario and Newfoundland and Labrador.

7. The Respondent became a Member of the MFDA on May 10, 2002.

Conrad Eagan – A Former Approved Person Of The Respondent

8. From May 30, 2011 until his termination on August 16, 2012, Conrad Eagan ("Eagan") was registered in Ontario, Alberta and Quebec as a mutual fund salesperson with the Respondent.

9. Prior to joining the Respondent, from October 1987 to May 24, 2011, Eagan had previously been registered in Ontario, Alberta and Quebec as a mutual fund salesperson with Desjardins Financial Security Investments Inc. ("Desjardins"), a Member of the MFDA.

10. A substantial portion of the misconduct described below occurred before Eagan was registered with Worldsource.

11. On February 2, 2016, an MFDA Hearing Panel found that between February 2007 and December 2014, which included the 14 month period that he was registered as a mutual fund salesperson with the Respondent, Eagan:

(i) misappropriated monies from a number of clients and one individual who was not a client, contrary to MFDA Rule 2.1.1;
(ii) borrowed monies from a client that he failed to repay or otherwise account for, which created a conflict of interest, contrary to MFDA Rule 2.1.4 and 2.1.1;
(iii) acted as the executor of the estates of clients, contrary to MFDA Rules 2.3.1(a), 2.1.4 and 2.1.1;
(iv) engaged in another gainful occupation not disclosed to and approved by his Member, by preparing wills for clients and other individuals, contrary to MFDA Rules 1.2.1(c) (now MFDA Rule 1.3) and 2.1.1;
(v) provided a number of individuals with statements and documents he knew to be false, misleading or incorrect at the time and in the circumstances he made them, in order to deceive them as to the amounts and locations of their investments and monies, contrary to MFDA Rule 2.1.1; and
(vi) failed to cooperate with the MFDA during its investigation, contrary to section 22.1 of MFDA By-law No. 1 and MFDA Rule 2.1.1.

Eagan's Activities As An Approved Person Of The Respondent

12. On May 30, 2011, Eagan became registered as a mutual fund salesperson at the Respondent. During his time at the Respondent, Eagan's branch manager was PP.

13. PP and Eagan had previously worked together at Desjardins where PP was Eagan's licensed assistant for a period of at least 10 years.

14. On November 28, 2011, in his capacity as branch manager for Eagan, PP wrote to the Respondent and informed it of his concerns with respect to Eagan's activities (the "November 28, 2011 Letter"). In particular, PP informed the Respondent that:

(a) Eagan had prepared wills and powers of attorney for mutual fund clients and other individuals in the past and had prepared a will for client YC during the previous month;

(b) Eagan named himself as Executor or Manager of Trusts in the majority of the wills that he had prepared;

(c) Eagan asked PP to sign as witness on many of the wills and in some cases, PP was named as co-executor on the wills;

(d) a beneficiary of the estate of deceased client JK has raised concerns with Eagan about the sale of the principal residence of client JK where the purchaser never fully paid for the residence;

(e) In the past, Eagan had made monetary payments to clients who complained about his handling of their accounts;

(f) In response to a request from the Respondent's compliance department to disclose a complete list of clients who had implemented leveraging strategies, Eagan deliberately withheld disclosure of several leveraged clients;

(g) Many of the clients for whom Eagan had implemented leveraging strategies were clients who were previously mortgage free and "not entirely comfortable with [their investment] loan[s]" and Eagan had misled many clients about the content of the investment portfolio that had been purchased with the proceeds from

investment loans by telling the clients that they had purchased gold in their portfolio when in fact they had purchased "[mutual funds comprised of holdings in] mining shares";

(h) In the past, Eagan had a practice of processing purchases subject to deferred sales charge fees ("DSC fees") and subsequently processed switches from client portfolios (often without client instructions) to convert 10% free units to front end load in order to increase his trailer fee income; and

(i) Eagan had arranged for the transfer of 6 client accounts from Desjardins to the Respondent even though Eagan had not had any contact with at least 5 of those clients for many years (the "Dead Accounts").

15. The November 28, 2011 Letter included a list of the names of: (1) 15 mutual fund clients and individuals for whom PP stated Eagan had prepared wills; (2) approximately 25 clients with leveraged investment accounts who PP believed had not been disclosed to the Respondent; and (3) Dead Accounts that PP stated had been transferred by Eagan from Desjardins to the Respondent.[1]

16. The Respondent failed to report the allegations against Eagan that were set out in the November 28, 2011 Letter on the Member Event Tracking System ("METS") as required by MFDA Policy No. 6.

17. From December 20-23, 2011, in response to PP's letter, the Respondent's compliance department conducted an onsite branch audit of Eagan's branch in response to the issues raised in the November 28, 2011 Letter. During the audit, the Respondent identified, among other things:

(i) accounts had been opened for clients without completed New Client Account Forms ("NCAF") forms including the accounts of clients BA and AJ whose accounts had been listed as "dead accounts" in the November 28, 2011 Letter (the

[1] In fact, unbeknownst to PP, the Respondent was aware of these 25 leveraged accounts.

Respondent states that it placed accounts with missing NCAFs on trade watch/restriction pending the receipt of completed account documentation);

(ii) transactions had been processed in the accounts of three clients that were serviced by Eagan without evidence of client authorization;

(iii) concerns were identified in accounts serviced by Eagan with respect to:

a. the accuracy of know-your-client ("KYC") records on file for clients;

b. the suitability of the investments held in many client portfolios; and

c. the suitability of the leveraged investment strategies that had been implemented for many clients;

(iv) Eagan was unable to produce some documentation associated with the leveraged accounts of clients whose accounts he serviced; and

(v) multiple pre-signed forms including pre-signed NCAFs, KYC information forms and "Change of Dealer" forms were found in the files of clients whose accounts were serviced by Eagan.

18. In January 2012, the Respondent learned that prior to the termination of Eagan's registration with Desjardins, Desjardins had reprimanded Eagan for being an executor for a client. The Respondent states that Eagan advised it that this issue pertained to one client and that Desjardins had issued him a warning letter which had subsequently been removed.

19. On February 21, 2012, the Respondent's compliance department issued its audit report. The audit report confirmed some of the conduct alleged by PP in his November 28, 2011 Letter. The audit report did not specifically address any findings with respect to Eagan's activities pertaining to the preparation of wills and powers of attorney, that Eagan had named himself as Executor or Manager of Trusts in the wills that he had prepared, or that Eagan had transferred Dead Accounts to Worldsource.

20. The Respondent requested that Eagan provide a response to its audit report by no later than May 21, 2012. Eagan failed to respond to this request claiming it was due to medical reasons.

21. Following the receipt of the November 28, 2011 Letter, the Respondent failed to conduct a reasonable supervisory investigation into Eagan's conduct. Among other things, the Respondent:

(a) had a general requirement that approved persons disclose all outside business activities, but the Respondent failed to inform Eagan that he was not permitted to engage in will preparation activities or to accept appointments as estate trustee for estates of clients after it received the November 28, 2011 Letter;

(b) did not contact the clients or other individuals identified in the November 28, 2011 Letter, that Eagan allegedly prepared wills for, until September 6, 2012;

(c) accepted Eagan's denials with respect to the conduct described in the November 28, 2011 Letter;

(d) failed to determine how the 6 Dead Accounts listed in the November 28, 2011 Letter had been transferred from Desjardins to the Respondent or adequately investigate whether there was any evidence that any of the clients had authorized the account transfers;

(e) failed to locate the dormant accounts of client LDG and client OM (who had been listed as owners of dormant accounts in PP's November 28, 2011 letter); and

(f) failed to take adequate steps to determine whether Eagan had settled complaints directly with clients.

Unauthorized Redemption

22. On August 10, 2012, the Respondent's compliance staff directed an inquiry to Eagan and PP after observing a large redemption in the amount of $120,000 in the account of corporate client TR, an account serviced by Eagan. In particular, the Respondent requested a copy of the paperwork associated with the $120,000 redemption transaction.

23. In response to the query, Eagan claimed that the redemption had been processed as a result of the client's submission of paperwork directly to the fund company. Eagan denied any knowledge or involvement with the transaction.

24. The Respondent made further inquiries to the fund company which revealed that:

(i) an "off book" redemption[2] had been submitted to the fund company by fax from Eagan's branch office;

(ii) the account of TR was controlled by Eagan's brother EE;

(iii) the account records associated with the TR account included holdings linked to 4 client accounts that had been co-mingled on the back office system of the Respondent;

(iv) the fund company had records of 4 separate client accounts and independent holdings for each of those accounts associated with the single client account number that was recorded on the Respondent's back office system. The 4 distinct client accounts on record with the fund company included the corporate account holdings of TR and the investment holdings and separate accounts of clients WL, LDG and OM. LDG and OM were two of the 5 "Dead Account" holders that had been listed in PP's November 28, 2011 letter;

(v) the queried transaction had resulted in the redemption of 100% of the holdings of "Dead Account" holder LDG without any evidence of the knowledge, authorization or approval of client LDG; and

(vi) the paperwork that had been submitted to the fund company in connection with the queried redemption directed the fund company to make the proceeds of the transaction payable to LDG c/o a TD Waterhouse account that was later found to be owned by Eagan.

The Respondent Terminated Eagan

25. On August 16, 2012, the Respondent terminated Eagan's agency agreement with the Respondent for cause and Eagan ceased to be an Approved Person of the Respondent. In its termination letter to Eagan, the Respondent stated, among other things, that:

[2]A redemption that was processed off the books and records of the Respondent by having paperwork sent directly to the fund company rather than processing the transaction through the Member's back office system.

> [The Respondent] has determined, subsequent to an investigation of [Eagan's] conduct, that [Eagan had] changed client addresses without their written authorization . . . that the 'new' address for these clients is that of [Eagan's] brother . . . Furthermore, we have reason to believe that [Eagan has] committed securities fraud with respect to the account of [Client LDG] and as such we have referred this matter to Ottawa Police Services for their investigation.

26. The Respondent advised the Ottawa Police Services of Eagan's alleged fraud on August 16, 2012.

27. The termination of Eagan led to the commencement of Staff's disciplinary hearing against Eagan.

28. LDG subsequently commenced a lawsuit and recovered monies from TD Waterhouse which had been fraudulently transferred to it by Eagan.

Steps Taken Following Eagan's Termination

29. On September 6, 2012, following the termination of Eagan, the Respondent sent a letter to clients whose accounts with the Respondent had been serviced by Eagan. The letter asked clients to inform the Respondent if:

(i) Eagan had been designated as executor or co-executor in their wills and if so, to notify the Respondent as to when that designation had been made;

(ii) they were aware of Eagan acting as an executor of any client account;

(iii) Eagan had been appointed to act as their Power of Attorney or had been granted a Limited Trading Authorization for their accounts and if so, to inform the Respondent as to when those appointments occurred and whether the appointments were still in force;

(iv) they had "ever settled a complaint directly with Eagan as opposed to a registered dealer or Regulator" while their accounts were held with the Respondent;

(v) they had ever made a cheque payable to Eagan personally or to a numbered company that he owned or any other entity for the purpose of investing in mutual funds; and

(vi) Eagan had contacted them for the purpose of investing since August 16, 2012.

30. The Respondent acknowledges that, as part of its obligation to conduct a reasonable supervisory investigation, it should not have delayed from November 28, 2011 to September 6, 2012 to send a letter to clients serviced by Eagan.

31. The Respondent received a response from client AD informing the Respondent that she had named Eagan as the executor in her will. In November 2012, the Respondent contacted client AD by telephone and by letter to recommend that she replace Eagan with a different individual to serve as executor of her estate. The Respondent did not request a copy of the will of client AD.

Client YC

32. As noted in paragraph 14(a) above, in the November 28, 2011 Letter, PP had identified client YC by name as the most recent client for whom Eagan had prepared a will "this past month".

33. After receiving the November 28, 2011 Letter from PP, the Respondent did not contact client YC until September 6, 2012 to: (1) determine whether it was true that, as PP had reported, Eagan had prepared client YC's will and whether or not he had arranged to have himself designated as executor; or (2) address the resulting conflict of interest by the exercise of responsible business judgment influenced only by the best interests of the client.

34. During the September 6, 2012 phone call, YC specifically denied that Eagan was her executor.

35. In a March 2013 telephone call, YC admitted to the Respondent that Eagan had been the executor of her will but had since been removed.

36. In addition, the Respondent's letter to client YC dated September 6, 2012 did not specifically advise her that it had received information that Eagan had prepared her will and may have designated himself as her executor, and the Respondent did not specifically contact client YC with respect to this information.

37. As it turned out, PP had accurately reported that Eagan had prepared client YC's will in October 2011 after her account was transferred to the Respondent. Further, Eagan had designated himself as executor of client YC's estate.

38. Following Eagan's termination, client YC apparently followed Eagan's advice to transfer her account to an IIROC regulated investment dealer that Eagan had recommended. The IIROC advisor to whom client YC's account was transferred had previously worked with Eagan and PP at Desjardins.

39. On September 13, 2013, client YC died.

40. In November 2013 (more than one year after the Respondent terminated Eagan), Eagan exercised his authority as estate trustee of client YC's estate to redeem all investments that were held in client YC's investment account at the IIROC regulated dealer and deposited the redemption proceeds in a bank account that he controlled. The money was subsequently misappropriated. None of the money was dispersed to the beneficiaries.

Criminal Charges Against Eagan

41. In April 2015, Eagan was charged by Ottawa Police Services with respect to activities which occurred while he was a mutual fund salesperson. The charges concerned conduct of Eagan that included his misappropriation of the investment assets in the account of client LDG and in the accounts of deceased client YC.

Mitigating Factors

42. As a result of the Respondent's interactions with Eagan, it revised its Head Office Supervisory Program ("HOSP") by enhancing the program to include more open-ended and in-depth questions and bigger samples during branch audits. Specifically it added the following key supervisory activities to the HOSP Framework: "Director, Compliance updates the Committee regarding any major issues identified during the audits and provides an update on the status of the audits schedule to ensure WFM adheres to the schedule"; and "In instances where an RCO observes anything egregious they must simultaneously advise both the CCO and the Director of Compliance". This in turn, is communicated to the Compliance Committee.

43. The Respondent also now requires branch auditors to take into account the proportion of LTA usage, leverage usage and concentration in an approved persons' book when conducting a branch audit.

44. The Respondent has, at all times, co-operated with MFDA Staff's investigation of this matter.

V. CONTRAVENTIONS

45. The Respondent admits that after receiving a written report dated November 28, 2011 informing the Respondent of misconduct by Eagan, the Respondent failed to conduct a reasonable supervisory investigation concerning the allegations of misconduct or take such supervisory and disciplinary action as may have been warranted by the results of such an investigation, contrary to MFDA Rules 1.1.5, 2.1.1, 2.1.4 and 2.5.1 and MFDA Policies 2 and 3;

46. The Respondent admits that after receiving a written report dated November 28, 2011 alleging that Eagan had engaged in misconduct, including unauthorized outside business activities involving will preparation, accepting powers of attorney and appointments as estate trustee for clients, processing unauthorized trades and account transfers, and engaging in

unauthorized complaint handling, it failed to report these allegations to the MFDA, contrary to MFDA Rule 2.1.1 and MFDA Policy No. 6.

VI. TERMS OF SETTLEMENT

47. The Respondent agrees to the following terms of settlement:

a) the Respondent shall pay a fine in the amount of $150,000;
b) the Respondent shall pay costs in the amount of $20,000;
c) the Respondent shall in the future comply with MFDA Rules 2.1.1, 1.1.5, 2.1.4, 2.5.1 and MFDA Policies 2, 3 and 6;
d) a senior representative of the Respondent will attend in person, on the date set for the Settlement Hearing.

VII. STAFF COMMITMENT

48. If this Settlement Agreement is accepted by the Hearing Panel, Staff will not initiate any proceeding under the By-laws of the MFDA against the Respondent or any of its officers or directors in respect of the facts set out in Part IV and the contraventions described in Part V of this Settlement Agreement, subject to the provisions of Part IX below. Nothing in this Settlement Agreement precludes Staff from investigating or initiating proceedings in respect of any facts and contraventions that are not set out in Parts IV and V of this Settlement Agreement or in respect of conduct that occurred outside the specified date ranges of the facts and contraventions set out in Parts IV and V, whether known or unknown at the time of settlement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondent from fulfilling any continuing regulatory obligations.

VIII. PROCEDURE FOR APPROVAL OF SETTLEMENT

49. Acceptance of this Settlement Agreement shall be sought at a hearing of the Central Regional Council of the MFDA on a date agreed to by counsel for Staff and the Respondent.

50. Staff and the Respondent may refer to any part, or all, of the Settlement Agreement at the settlement hearing. Staff and the Respondent also agree that if this Settlement Agreement is accepted by the Hearing Panel, it will constitute the entirety of the evidence to be submitted respecting the Respondent in this matter, and the Respondent agrees to waive its rights to a full hearing, a review hearing before the Board of Directors of the MFDA or any securities commission with jurisdiction in the matter under its enabling legislation, or a judicial review or appeal of the matter before any court of competent jurisdiction.

51. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel, then the Respondent shall be deemed to have been penalized by the Hearing Panel pursuant to s. 24.1.1 and/or 24.1.2 of By-law No. 1 for the purpose of giving notice to the public thereof in accordance with s. 24.5 of By-law No. 1.

52. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel, neither Staff nor the Respondent will make any public statement inconsistent with this Settlement Agreement. Nothing in this section is intended to restrict the Respondent from making full answer and defence to any civil or other proceedings against it.

IX. FAILURE TO HONOUR SETTLEMENT AGREEMENT

53. If this Settlement Agreement is accepted by the Hearing Panel and, at any subsequent time, the Respondent fails to honour any of the Terms of Settlement set out herein, Staff reserves the right to bring proceedings under section 24.3 of the By-laws of the MFDA against the Respondent or any of its officers or directors based on, but not limited to, the facts set out in Part IV of the Settlement Agreement, as well as the breach of the Settlement Agreement. If such additional enforcement action is taken, the Respondent agrees that the proceeding(s) may be heard and determined by a hearing panel comprised of all or some of the same members of the hearing panel that accepted the Settlement Agreement, if available.

X. NON-ACCEPTANCE OF SETTLEMENT AGREEMENT

54. If, for any reason whatsoever, this Settlement Agreement is not accepted by the Hearing Panel or an Order in the form attached as Schedule "A" is not made by the Hearing Panel, each of Staff and the Respondent will be entitled to any available proceedings, remedies and challenges, including proceeding to a disciplinary hearing pursuant to sections 20 and 24 of By-law No. 1, unaffected by this Settlement Agreement or the settlement negotiations.

55. Whether or not this Settlement Agreement is accepted by the Hearing Panel, the Respondent agrees that it will not, in any proceeding, refer to or rely upon this Settlement Agreement or the negotiation or process of approval of this Settlement Agreement as the basis for any allegation against the MFDA of lack of jurisdiction, bias, appearance of bias, unfairness, or any other remedy or challenge that may otherwise be available.

XI. DISCLOSURE OF AGREEMENT

56. The terms of this Settlement Agreement will be treated as confidential by the parties hereto until accepted by the Hearing Panel, and forever if, for any reason whatsoever, this Settlement Agreement is not accepted by the Hearing Panel, except with the written consent of both the Respondent and Staff or as may be required by law.

57. Any obligations of confidentiality shall terminate upon acceptance of this Settlement Agreement by the Hearing Panel.

XII. EXECUTION OF SETTLEMENT AGREEMENT

58. This Settlement Agreement may be signed in one or more counterparts which together shall constitute a binding agreement.

59. A facsimile copy of any signature shall be effective as an original signature.

DATED this 8th day of May, 2017.

"Paige Wadden"
Worldsource Financial Management Inc.
Per: Paige Wadden, CCO

"LT"
Witness – Signature

LT
Witness – Print Name

"Shaun Devlin"
Shaun Devlin
Staff of the MFDA
Per: Shaun Devlin
Senior Vice-President,
Member Regulation – Enforcement

Mutual Fund Dealers Association of Canada
Association canadienne des courtiers de fonds mutuels

IN THE MATTER OF A SETTLEMENT HEARING
PURSUANT TO SECTION 24.4 OF BY-LAW NO. 1 OF
THE MUTUAL FUND DEALERS ASSOCIATION OF CANADA

Re: Worldsource Financial Management Inc.

ORDER

WHEREAS on [date], the Mutual Fund Dealers Association of Canada (the "MFDA") issued a Notice of Settlement Hearing pursuant to section 24.4 of By-law No. 1 in respect of [Respondent] (the "Respondent");

AND WHEREAS the Respondent entered into a settlement agreement with Staff of the MFDA, dated [date] (the "Settlement Agreement"), in which the Respondent agreed to a proposed settlement of matters for which the Respondent could be disciplined pursuant to ss. 20 and 24.1 of By-law No. 1;

AND WHEREAS on the basis of the admissions made by the Respondent in the Settlement Agreement, the Hearing Panel is of the opinion that:

a) after receiving a written report dated November 28, 2011 informing the Respondent of misconduct by Conrad Eagan, the Respondent failed to conduct a reasonable supervisory investigation concerning the allegations of misconduct or take such supervisory and disciplinary action as may have been warranted by the

results of such an investigation, contrary to MFDA Rules 1.1.5, 2.1.1, 2.1.4 and 2.5.1 and MFDA Policies 2 and 3; and

b) after receiving a written report dated November 28, 2011 alleging that Conrad Eagan had engaged in misconduct, including unauthorized outside business activities involving will preparation, accepting powers of attorney and appointments as estate trustee for clients, processing unauthorized trades and account transfers, and engaging in unauthorized complaint handling, it failed to report these allegations to the MFDA, contrary to MFDA Rule 2.1.1 and MFDA Policy No. 6.

IT IS HEREBY ORDERED THAT the Settlement Agreement is accepted, as a consequence of which:

1. If at any time a non-party to this proceeding, with the exception of the bodies set out in section 23 of MFDA By-law No. 1, requests production of or access to exhibits in this proceeding that contain personal information as defined by the MFDA Privacy Policy, then the MFDA Corporate Secretary shall not provide copies of or access to the requested exhibits to the non-party without first redacting from them any and all personal information, pursuant to Rules 1.8(2) and (5) of the MFDA *Rules of Procedure*;

2. The Respondent shall pay a fine in the amount of $150,000 on the date of this Order pursuant to s. 24.1.2(b) of MFDA By-law No. 1; and

3. The Respondent shall pay costs in the amount of $20,000 on the date of this Order pursuant to s. 24.2 of MFDA By-law No. 1.

DATED this [day] day of [month], 20[ ].

Name,
Chair

Name,
Industry Representative

Name,
Industry Representative

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