

13.1.4 Notice of Commission Approval of MOU between the CSA and the CIPF and Notice of Commission Approval of By-law No. 1 of the CIPF

**NOTICE OF COMMISSION APPROVAL
OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CANADIAN SECURITIES ADMINISTRATORS AND
THE CANADIAN INVESTOR PROTECTION FUND**

AND

**NOTICE OF COMMISSION APPROVAL
OF BY-LAW NO. 1 OF THE CANADIAN INVESTOR PROTECTION FUND**

NOTICE OF COMMISSION APPROVAL

The Commission has approved a memorandum of understanding (MOU) between the Commission, the other members of the Canadian Securities Administrators (CSA), and the Canadian Investor Protection Fund (CIPF).

The MOU is subject to the approval of the Minister of Finance for Ontario. The MOU was delivered to the Minister on July 24, 2008. Subject to the Minister's approval, the MOU will take effect on September 30, 2008.

The MOU amends and restates an existing MOU, which came into effect in Ontario on March 10, 2003. The MOU is being amended in connection with a joint application (Joint Application) by CIPF and the Investment Dealers Association of Canada, now the Investment Industry Regulatory Organization of Canada (IIROC), for CSA approval of changes to the regulatory roles and responsibilities between CIPF and IIROC. The MOU has also been updated to reflect current practices and to provide for more consistency between the regulatory approach to CIPF and the approaches to other entities overseen by the CSA.

The Commission has also approved By-law No. 1 of CIPF (By-law). Both the MOU and the By-law were published along with the Joint Application on March 7, 2008 at (2008) 31 OSCB 2965. There have been changes to both documents since publication.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Alberta Securities Commission;
Autorité des marchés financiers (Québec);
British Columbia Securities Commission;
Manitoba Securities Commission;
New Brunswick Securities Commission;
Financial Services Regulation Division, Department of Government Services, Consumer
& Commercial Affairs Branch (Newfoundland and Labrador);
Legal Registries Division, Department of Justice (Northwest Territories);
Nova Scotia Securities Commission;
Legal Registries Division, Department of Justice (Nunavut);
Ontario Securities Commission;
Securities Office, Consumer, Corporate and Insurance Services Division, Office of the
Attorney General (Prince Edward Island);
Saskatchewan Financial Services Commission;
Superintendent of Securities, Community Services (Yukon)

(each, a "Regulator")
(collectively, the "Canadian Securities Administrators")

and

Canadian Investor Protection Fund,
a corporation incorporated under the laws of Canada

The parties agree as follows:

1. Underlying Principles

1.1 Participation in a Compensation or Contingency Fund

The Canadian Securities Administrators (the "CSA") consist of the authority in each Canadian province and territory that, under statute, regulates the securities industry within its jurisdiction. Each Regulator is responsible for promoting both investor protection and fair and efficient capital markets in its jurisdiction.

Securities laws and regulations in each Canadian province and territory may require registered dealers to participate in a compensation fund or contingency trust fund approved by the Regulator or a contingency fund deemed acceptable by the Regulator (collectively, "compensation or contingency fund") and established by, among others, a self-regulatory organization ("SRO").

Certain Regulators have issued Approvals of or a Deemed Acceptable Decision for the Canadian Investor Protection Fund (the "CIPF") as a compensation or contingency fund.

1.2 The Canadian Investor Protection Fund

The CIPF was established by its sponsoring SROs to protect Customers who have suffered financial loss due to the insolvency of a Member Firm of any one of the sponsoring SROs. As of the effective date of this Memorandum of Understanding ("MOU"), the Investment Dealers Association of Canada ("IDA"), or its successor, is the CIPF's only sponsoring SRO.

The CIPF will enter into an Industry Agreement with the IDA, or its successor, which contemplates that other SROs may become parties to the agreement.

The CIPF acts, for the purpose of this MOU, as a compensation or contingency fund. It provides protection on a discretionary basis to prescribed limits to eligible Customers of Participating SRO Member Firms suffering losses if Customer property comprising securities, cash and other property held by such Member Firms is unavailable as a result of the insolvency of a Member Firm and, in connection with such coverage, will engage in risk management activities to minimize the likelihood of such losses.

The CIPF is financed by Member Firms through its Participating SROs.

1.3 The Memorandum of Understanding

On July 2, 1991, the CIPF entered into a MOU with the Regulators existing at the time, with the exception of the former Commission des valeurs mobilières du Québec ("CVMQ"), which MOU was subsequently amended. On June 20, 1997, the CIPF entered into a MOU with the CVMQ, which MOU was subsequently amended.

The parties to the 1991 MOU, as amended, wish to amend and restate the MOU to reflect changes in the nature of the CIPF's role and responsibilities and to enhance the protection of investors and maintain investor confidence in the Canadian capital markets.

The Autorité des marchés financiers ("Autorité") is rescinding the MOU entered into in 1997, as amended, between the CVMQ and the CIPF, with the unanimous consent of the parties thereto, and is becoming a party to this MOU.

The Approvals or Deemed Acceptable Decision issued by certain Regulators regarding the CIPF are subject to the CIPF complying with this MOU.

2. Definitions

"Applicable Regulator" means each Regulator in the jurisdiction in which a Member Firm is registered.

"Approval" means the approval of the CIPF by a Regulator required pursuant to the securities laws and regulations in a Canadian province or territory which may stipulate that registered dealers must participate in a compensation fund or contingency trust fund approved by the Regulator and established by, among others, an SRO.

"Approving Regulator" means a Regulator that has issued an Approval or a Deemed Acceptable Decision regarding the CIPF.

"By-law Number 1" means the By-law Number 1 of the CIPF.

"Coverage Policies" means policies established from time to time by the CIPF's Board of Directors pursuant to the section of the Approval and Deemed Acceptable Decision regarding Customer Protection.

"Customer" has the meaning ascribed to that term in the Coverage Policies.

"Deemed Acceptable Decision" means the decision regarding the CIPF by a Regulator pursuant to the securities laws and regulations in a Canadian province or territory which may stipulate that a dealer with an unrestricted practice or a discount broker must participate in a contingency fund deemed acceptable by the Regulator.

"Fund" means the liquid assets of the CIPF available for protection of Customers of Member Firms.

"Industry Agreement" means an agreement, as amended from time to time, between the CIPF and any Participating SRO regarding the basis on which the CIPF provides protection to Customers of Member Firms.

"Member Firm" means a member or participant of any of the Participating SROs that is a registered dealer in Canada.

"Participating Regulator" means a Regulator, other than the Principal Regulator, that is participating in an oversight review of the CIPF.

"Participating SRO" means an SRO that is a party to or that becomes a party to the Industry Agreement.

"Principal Regulator" means the Regulator that is designated as such from time to time by consensus of the Regulators.

"Reportable Condition" means any condition which could give rise to payments being made out of the Fund, including, without limitation, the suspension, expulsion or appointment of a monitor in respect of a Member Firm or similar action by a Participating SRO and any condition which has contributed substantially to or, if appropriate corrective action is not taken, could reasonably be expected to:

- (a) inhibit a Member Firm from promptly completing securities transactions, promptly segregating Customers' securities as required or promptly discharging its responsibilities to Customers, other Member Firms and other creditors;
- (b) result in material financial loss;

- (c) result in material misstatements of the Member Firm's financial statements; or
- (d) result in violations of the minimum record requirements of a Participating SRO to an extent that could reasonably be expected to result in the conditions described in parts (a), (b), or (c) above.

3. Approval and Deemed Acceptable Decision

The CIPF will abide by the terms and conditions of any Approval or Deemed Acceptable Decision made by a Regulator.

4. Member Reviews

The CIPF will review, in accordance with the Industry Agreement, the business and operations of any Member Firm, or designated groups of Member Firms, where a situation has occurred that in the opinion of the CIPF constitutes a Reportable Condition.

5. Oversight Program

5.1 Purposes of the Oversight Program

The CSA have developed a program of oversight for the CIPF to ensure that the CIPF is appropriately discharging its responsibilities as a compensation or contingency fund for Customers of Member Firms. The purposes of this oversight program include but are not limited to:

- (i) determining compliance with this MOU and the terms and conditions of any Approvals or Deemed Acceptable Decision made by the Regulators regarding the CIPF;
- (ii) ensuring that the CIPF continues to have the appropriate governance structure to fulfill its obligations;
- (iii) ensuring that the CIPF is appropriately discharging its core functions;
- (iv) ensuring that the CIPF is managing its risks adequately;
- (v) identifying and addressing any deficiencies in the CIPF's functioning as a compensation or contingency fund for Customers of Member Firms and ensuring the effective resolution of these deficiencies; and
- (vi) ensuring that the CIPF has established and maintains transparent, fair and reasonable Coverage Policies.

5.2 Oversight Reviews

As part of this oversight program, the CSA will carry out reviews of the CIPF on a periodic basis.

The Principal Regulator will solicit interest from the other Regulators with respect to participating in the oversight review. The Regulators that choose to participate will be considered to be Participating Regulators for the purpose of the CIPF oversight review.

The Principal Regulator will develop the review program in consultation with the Participating Regulators. The Principal Regulator will be responsible for adequate staffing of the review and co-ordinating the review and resulting report of the Participating Regulators.

At the conclusion of a CIPF review, the Principal Regulator and the Participating Regulators will finalize the review report. In finalizing the review report, the Principal Regulator and the Participating Regulators will use their best efforts to follow the procedures set out in Schedule A to this MOU, or such other procedures as agreed upon by the Principal Regulator and the Participating Regulators, taking into account language translation needs, where applicable.

5.3 Reporting to the CSA

5.3.1 Reporting Obligations

The CIPF will report to each Regulator in accordance with the provisions of Schedule B to this MOU.

Any comments from the Regulators on any report, document or information provided by the CIPF will be sent to the Principal Regulator. The Principal Regulator will request that the CIPF respond to comments raised by the Regulators and will forward any response to the Regulators.

5.3.2 CIPF Actions in Respect of Member Firms

The CIPF will prepare and provide to the Applicable Regulators a report detailing any action taken with respect to a Member Firm. For Member Firm insolvencies, the report will describe the circumstances of the insolvency, including a summary of the actions taken by the Member Firm, the Participating SRO and the CIPF and any committee or person acting on behalf of such parties. These reports will be delivered within 90 days of the action taken by the CIPF or Participating SRO or the liquidation of the Member Firm or at such other time as agreed to between the parties hereto.

5.4 Review and Approval of By-law Number 1

The CIPF will file with the Approving Regulators any proposed changes to the CIPF's By-law Number 1 for prior approval. The Approving Regulators will review and approve any proposed changes to the CIPF's By-law Number 1 according to the process set out in Schedule C to this MOU.

6. Miscellaneous Provisions

6.1 Confidentiality

All notices, reports, documents and any other information provided pursuant to this MOU are being provided for regulatory purposes and will be supplied and maintained in confidence, except as required for regulatory purposes.

6.2 Authority

Nothing in this MOU is intended to limit the powers of any of the Regulators under applicable securities laws to take any measures authorized under such laws.

6.3 Legal Action Against the CIPF

Nothing in this MOU will be interpreted to prevent a Customer from taking legal action against the CIPF in a court of competent jurisdiction in Canada, nor will the CIPF contest the jurisdiction of such a court to consider a claim where the claimant has exhausted the CIPF's internal claim review process.

6.4 Schedules

The Schedules to the MOU are an integral part of this MOU.

6.5 Amendments and withdrawal from the MOU

This MOU may be amended from time to time as mutually agreed upon by the Regulators and the CIPF. Any amendments must be in writing and approved by the duly authorized representatives of each Regulator in accordance with the applicable legislation of each province or territory.

Each Regulator can, at any time, withdraw from this MOU on at least 90 days written notice to the Regulators and to the CIPF.

6.6 Effective Date

This MOU comes into effect on September 30, 2008.

IN WITNESS WHEREOF the duly authorized signatories of the parties below have signed this MOU as of the Effective Date of the MOU stated above.

CANADIAN INVESTOR PROTECTION FUND

Per: _____

Title: _____

ALBERTA SECURITIES COMMISSION

Per: _____

Title: _____

AUTORITÉ DES MARCHÉS FINANCIERS

Per: _____

Title: _____

BRITISH COLUMBIA SECURITIES COMMISSION

Per: _____

Title: _____

For purposes of An Act respecting the Ministère du
Conseil exécutif (R.S.Q., c. M-30),

Per: _____

Title : **Secrétaire général associé aux affaires
intergouvernementales canadiennes**

MANITOBA SECURITIES COMMISSION

Per: _____

Title: _____

NEW BRUNSWICK SECURITIES COMMISSION

Per: _____

Title: _____

**FINANCIAL SERVICES REGULATION DIVISION,
DEPARTMENT OF GOVERNMENT SERVICES,
CONSUMER & COMMERCIAL AFFAIRS BRANCH
(NEWFOUNDLAND AND LABRADOR)**

Per: _____

Title: _____

**LEGAL REGISTRIES DIVISION, DEPARTMENT OF
JUSTICE (NORTHWEST TERRITORIES)**

Per: _____

Title: _____

NOVA SCOTIA SECURITIES COMMISSION

Per: _____

Title: _____

**LEGAL REGISTRIES DIVISION, DEPARTMENT OF
JUSTICE (NUNAVUT)**

Per: _____

Title: _____

ONTARIO SECURITIES COMMISSION

Per: _____

Title: _____

**SECURITIES OFFICE, CONSUMER, CORPORATE
AND INSURANCE SERVICES DIVISION, OFFICE OF
THE ATTORNEY GENERAL (PRINCE EDWARD
ISLAND)**

Per: _____

Title: _____

**SASKATCHEWAN FINANCIAL SERVICES
COMMISSION**

Per: _____

Title: _____

**SUPERINTENDENT OF SECURITIES, COMMUNITY
SERVICES (YUKON)**

Per: _____

Title: _____

Schedule A

Oversight Reviews

- 1) Each Participating Regulator will provide to the Principal Regulator their report points on the results of the review;
- 2) Within 20 business days of receipt of all report points, the Principal Regulator will prepare a draft report combining the report points of the Participating Regulators and send it to the Participating Regulators for comment;
- 3) Any Participating Regulator that has comments on the draft report will send its comments to the Principal Regulator within 10 business days of receiving the draft report, with copies to the other Participating Regulators;
- 4) The Principal Regulator will consolidate the comments of the Participating Regulators and revise the draft report, as necessary, within 15 business days of receiving the comments;
- 5) The Principal Regulator will forward a copy of the revised draft report to the Participating Regulators for their approval and the Participating Regulators will provide their approval to the Principal Regulator within 10 business days of receiving the revised draft report;
- 6) The Principal Regulator will forward a copy of the revised draft report to the CIPF for it to confirm the factual accuracy of the draft report;
- 7) The CIPF will review the draft report for factual accuracy and respond with comments within 15 business days of receipt;
- 8) Within 15 business days of receiving the CIPF's comments, the Principal Regulator will take into account the CIPF's comments, revise the draft report, as necessary, and forward a copy of the draft report and the CIPF's comments to the Participating Regulators for comment;
- 9) Within 10 business days of receipt, the Participating Regulators will review the draft report and the CIPF's comments and respond with comments;
- 10) Within 15 business days of receiving the Participating Regulators' comments, the Principal Regulator will consolidate these comments, revise the draft report, as necessary, and forward a copy of the revised draft report to the Participating Regulators for their approval;
- 11) The Participating Regulators will provide their approval to the Principal Regulator within 10 business days of receiving the revised draft report;
- 12) The Principal Regulator will forward a copy of the final report to the CIPF for formal response;
- 13) The CIPF will use its best efforts to respond to the final report to the Principal Regulator within 20 business days of receipt;
- 14) The Principal Regulator will review the CIPF's response, develop a follow-up plan and forward a copy of the follow-up plan and the CIPF's response to the Participating Regulators for comments, within 15 business days of receiving the CIPF's response;
- 15) The Participating Regulators will review the follow-up plan and respond with comments within 10 business days of receipt, with copies to the other Participating Regulators;
- 16) The Principal Regulator will consolidate these comments and revise the follow-up plan, as necessary;
- 17) The Principal Regulator and the Participating Regulators will seek any necessary internal approvals of the follow-up plan; and
- 18) The Principal Regulator will provide the final report, including the CIPF's response and the follow-up plan, to the staff of the Regulators, the CSA Chairs and the CIPF.

Schedule B

Reporting to the CSA

1) Requested Information

- a) A Regulator may, at any time, request any reports, documents, or information from the CIPF and the CIPF will comply with that request for information.

2) Prior Notification

- a) The CIPF will provide to the CSA, at least 60 days prior notice before:
 - i) Implementing any changes to its Coverage Policies;
 - ii) Implementing any changes to its method of assessing Member Firms;
 - iii) Implementing any changes to the Industry Agreement; and
 - iv) Adding an SRO as a party to the Industry Agreement.
- b) In emergency situations where, in the opinion of the CIPF, 60 days prior notice is considered unreasonable, the CIPF will inform the CSA with as much advance notice as possible in the circumstances. Such notice will include an explanation of why the 60-day period is considered to be unreasonable.

3) Ad Hoc Reporting

- a) The CIPF will immediately report to the Applicable Regulators any Reportable Conditions with respect to a Member Firm of which the CIPF has been notified;
- b) The CIPF will immediately report to the CSA where a Participating SRO has withdrawn or has been expelled from participation in the CIPF. The CIPF will include in its report the reasons for the SRO's withdrawal or expulsion.
- c) The CIPF will immediately report to the CSA any actual or potential material adverse change in the level of the CIPF assets, together with the CIPF's plan to deal with the situation.
- d) The CIPF will report to the CSA any changes to its investment policies within 30 days of such changes.

4) Annual Reporting

- a) The CIPF will file with the CSA its annual audited financial statements, together with the report of the auditor, within 90 days after the end of each fiscal year.
- b) The CIPF will provide the following information to the CSA, within 90 days after the end of each fiscal year:
 - i) Description of any changes in the composition of the CIPF's Board of Directors in the previous fiscal year, including the names and terms of any incoming directors, the names of any outgoing directors, and whether any incoming directors are public directors as defined in the CIPF's By-law Number 1;
 - ii) Description of any changes to the CIPF's By-law Number 1;
 - iii) Any suggestions that the CIPF has made to any Participating SROs in the previous fiscal year regarding the Participating SROs' making new rules or amending existing rules, and the Participating SROs' response to those suggestions; and
 - iv) Where the CIPF has directed a Participating SRO to take certain actions about Member Firms that are in financial difficulty pursuant to the Industry Agreement, details about the CIPF's direction and comment on whether the CIPF is satisfied with the Participating SRO's response.
- c) The CIPF will provide a written report to the CSA staff and meet with the CSA Chairs at least once a year to report on the CIPF's operations and activities, including but not limited to:

- i) The Board of Directors' annual review of the adequacy of the level of assets in the Fund, assessment amounts, and assessment methodology;
- ii) The CIPF resources, including whether the CIPF is fully staffed;
- iii) Member Firm insolvencies and any resulting Customer claims;
- iv) Risk management issues, including how the CIPF evaluated risks, what risk management issues were identified and how the CIPF dealt with these issues;
- v) The Board of Directors' assessment of the need for additional risk management tools; and
- vi) The extent and results of any Member Firm reviews conducted pursuant to the Industry Agreement.

Schedule C

Review and Approval of By-law Number 1 Amendments

In reviewing and approving changes to the CIPF's By-law Number 1, the Approving Regulators will use their best efforts to adhere to the following process:

- 1) The CIPF will file each proposed change to the CIPF's By-law Number 1 ("Amendment") with each Approving Regulator;
- 2) Upon receipt of an Amendment, the Principal Regulator will immediately send confirmation of receipt of the Amendment to the CIPF, with copies to the other Approving Regulators;
- 3) If, in the opinion of the Approving Regulators, the Amendment raises public interest issues or concerns, the Approving Regulators may publish the Amendment for a 30-day comment period;
- 4) Within 20 business days of receiving the Amendment, each of the Approving Regulators will provide significant comments to the Principal Regulator in writing, with copies to the other Approving Regulators. If the Principal Regulator does not receive any such comments within the 20-business-day period, the other Approving Regulators will be deemed to not have any comments;
- 5) Within 7 business days of the end of the 20-business-day period, the Principal Regulator will consolidate all comments received and send a comment letter to the CIPF. In the event that any comments of the Approving Regulators conflict, the Approving Regulators will try to resolve the conflict before the comment letter is sent to the CIPF;
- 6) Within 14 business days of receipt of the comment letter of the Approving Regulators, the CIPF will respond in writing to the Principal Regulator, with a copy to each of the other Approving Regulators;
- 7) Each of the other Approving Regulators will provide material comments to the Principal Regulator in writing within 10 business days of the CIPF's response, and the Principal Regulator will provide its comments to the other Approving Regulators within the same period. If the Principal Regulator does not receive any comments within the 10-business-day period, the other Approving Regulators will be deemed to not have any comments;
- 8) If applicable, the CIPF and the Approving Regulators will discuss and attempt to resolve the concerns raised by any of the Approving Regulators within 20 business days of receiving comments from the other Approving Regulators regarding the CIPF's response. If the concerns are not resolved to the satisfaction of all Approving Regulators, review of the Amendment will be escalated to be discussed among the Chairs or other senior executives of the Approving Regulators. If the Chairs or other senior executives of the Approving Regulators are unable to agree on the appropriate outcome of the Amendment, the CIPF will not be able to adopt the Amendment;
- 9) The Principal Regulator will prepare documentation for approval of the Amendment by the Principal Regulator within 14 business days of resolving comments under paragraph (8);
- 10) After an Amendment is approved by the Principal Regulator, the Principal Regulator will promptly circulate the approval documentation to the other Approving Regulators;
- 11) The other Approving Regulators will seek the necessary approval within 20 business days of receipt of the documentation from the Principal Regulator, or such later time as is mutually agreed by the Approving Regulators;
- 12) Each Approving Regulator will inform the Principal Regulator in writing of the decision concerning the Amendment immediately following the decision;
- 13) The Principal Regulator will communicate in writing the approval of an Amendment to the CIPF and to all Regulators promptly upon receipt of notification from all of the other Approving Regulators of their decision.

**Canadian Investor Protection Fund/
Fonds Canadien de Protection des Épargnants**

BY-LAW NUMBER 1

BE IT ENACTED as a by-law of **Canadian Investor Protection Fund/Fonds Canadien de protection des épargnants** which was incorporated under the *Canada Corporations Act* (the "Act") or a predecessor thereof, as follows:

1. DEFINITIONS

1.1 In this By-law, the following words and terms shall have the meanings set out below:

"Associate", where used to indicate a relationship with any person, means:

- (a) any corporation of which such person beneficially owns, directly or indirectly, voting securities carrying more than ten percent (10%) of the voting rights attached to all voting securities of the corporation for the time being outstanding;
- (b) a partner of that person;
- (c) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity;
- (d) any relative of that person who resides in the same home as that person;
- (e) any person who resides in the same home as the person and to whom that person is married or with whom that person is living in a conjugal relationship outside of marriage; or
- (f) any relative of a person mentioned in clause (e) above, who has the same home as that person.

"Board" means the board of directors of the Corporation;

"Corporation" means the Canadian Investor Protection Fund/Fonds Canadien de protection des épargnants incorporated under the Act;

"directors" means the persons comprising the Board;

"Governance and Nominating Committee" means the committee established pursuant to Part 5 of this By-law;

"Industry Director" means a director elected (or appointed to fill a vacancy) and holding office pursuant to Section 4.2 of this By-law and who:

- (a) is not a Public Director or the President and Chief Executive Officer, and
- (b) is either
 - (i) actively engaged in the securities industry as a partner, director, officer or employee or person acting in a similar capacity of an SRO Member or of an affiliate or associated corporation of an SRO Member; or
 - (ii) familiar with most aspects of the securities industry;

"Members" means the members of the Corporation;

"Public Director" means a director elected or appointed and holding office pursuant to Section 4.2.2 of this By-law and who is not:

- (c) a current officer (other than the Chair or the Vice Chair) or employee of the Corporation;
- (d) a current director, officer, employee or person acting in a similar capacity of an SRO;
- (e) a person who is a partner, director, officer, employee or a person acting in a similar capacity of, or the holder of a significant interest in, an SRO Member or Associate or affiliate of an SRO Member; or

- (f) an Associate of a person described in subparagraph (a), (b) or (c) or of an SRO Member.

For all purposes of this by-law, a Public Director as at the date this definition of Public Director becomes effective and who does not qualify as a Public Director under such definition shall be deemed to qualify as a Public Director and to continue so qualified as long as and until he or she ceases to be qualified as a Public Director according to the definition of that term in force immediately before the date this definition becomes effective. For the purposes of this definition of a Public Director, (i) a "significant interest" means in respect of any person the holding, directly or indirectly, of the securities of such person carrying in aggregate 10% or more of the voting rights attached to all of the person's outstanding voting securities, and (ii) an "affiliate" has the meaning of an affiliated company under the Act.

"SRO" means a self-regulatory organization which the directors have approved as an SRO which regulates its SRO Members in accordance with the standards and such other terms and conditions as may be agreed between the Corporation and such SRO;

"SRO Member" means a securities dealer, broker or other firm which is a member, approved participant or similar participating organization of an SRO, provided that the directors may exclude any person or class of persons from this definition of SRO Member.

2. CONDITIONS OF MEMBERSHIP

- 2.1 **Membership.** Membership in the Corporation shall consist only of the persons who compose the Board from time to time. Subject to the terms of this By-Law and the Act, each Member shall have equal voting rights.
- 2.2 **Termination of Membership.** The membership of a Member shall terminate upon his or her resignation or removal from, or otherwise ceasing to hold, office as a director of the Corporation.

3. HEAD OFFICE

- 3.1 **Head Office.** Until changed in accordance with the Act, the head office of the Corporation shall be in the City of Toronto in the Province of Ontario.

4. BOARD OF DIRECTORS

- 4.1 **Composition of Board.** The property and business of the Corporation shall be managed by a Board consisting of not fewer than 8 or more than 12 directors and composed of an equal number of Industry Directors and Public Directors together with the Chair and the President and Chief Executive Officer of the Corporation. The number of directors shall be determined from time to time by a resolution passed at a meeting of the Members of the Corporation. Directors must be individuals who are at least 18 years of age with power under law to contract. The nomination and election of directors shall be made bearing in mind the desirability of appropriate and timely regional representation and, in the case of Industry Directors, experience with the various aspects of the nature of the business carried on by SRO Members.
- 4.2 **Election and Term.**
- 4.2.1 **Industry Directors.** Industry Directors shall be nominated by the Governance and Nominating Committee for election by the Members at an annual meeting of Members, provided that: (i) each Industry Director shall satisfy the criteria in the definition of "Industry Director"; (ii) one Industry Director shall have been recommended by each SRO for nomination by the Governance and Nominating Committee; and (iii) a majority of the Industry Directors satisfy the criteria in subparagraph (b)(i) of the definition of "Industry Director". An Industry Director shall hold office for a term of 3 years and shall be eligible for re-appointment for one additional 3-year term; provided that an Industry Director who has been appointed by an SRO shall be eligible to serve such number of terms as determined by the SRO and such terms shall not be taken into account in determining the eligibility of the Industry Director other than as an SRO appointed Director. Notwithstanding the foregoing, Industry Directors may be appointed or elected for a term of less than 3 years in order to accommodate staggered terms of office among all Industry Directors.
- 4.2.2 **Public Directors.** Public Directors shall be nominated by the Governance and Nominating Committee for election by the Members at an annual meeting of Members and shall hold office for a term of 3 years and be eligible for re-appointment for one additional 3-year term. Notwithstanding the foregoing, Public Directors may be elected for a term of less than 3 years in order to accommodate staggered terms of office among all Public Directors.
- 4.3 **Chair and Vice-Chair of the Board.** The Chair of the Board shall be nominated by the Governance and Nominating Committee for appointment by the Board from time to time. The person nominated as Chair may be a person who qualifies as either an Industry Director or a Public Director. The term of office of the Chair shall be as determined by

the Board provided that the Chair shall not serve for a term longer than 4 consecutive years (calculated without reference to any terms served as a director). The Governance and Nominating Committee may also nominate from time to time one of the directors then in office for appointment by the Board as the Vice-Chair of the Board. The term of office of the Vice-Chair shall be as determined by the Board and the Vice-Chair shall be eligible to be appointed for a further term or terms, provided that the term of office of a Vice-Chair shall cease if he or she ceases to be a director.

4.4 **President and Chief Executive Officer.** The Board shall appoint a President of the Corporation who shall serve the Corporation on a full-time basis and who shall not, directly or indirectly, while so serving the Corporation, be engaged in the employ of or be an officer, director, shareholder or partner, as the case may be, of an SRO or of an SRO Member.

4.5 **Vacancies.** The office of director shall be automatically vacated:

- (a) if the director shall resign such office by delivering a written resignation to the secretary of the Corporation;
- (b) if the director is found by a court to be of unsound mind;
- (c) if the director becomes bankrupt;
- (d) if, at a meeting of the Board, the directors are of the opinion that due cause exists, including the fact that the director, without reasonable grounds, has not attended a sufficient number of Board meetings;
- (e) if the director becomes ineligible to be a director subsequent to his or her appointment;
- (f) on death;

provided that if any vacancy shall occur for any reason contained in this Section, and if a quorum of directors remains in office, the Board, by majority vote, may, by appointment, and on recommendation by the Governance and Nominating Committee, fill the vacancy with a qualified person who will serve until the next annual meeting of Members, except that if an Industry Director recommended by an SRO vacates or is deemed to have vacated his or her office for any of the reasons set out above, the SRO which recommended him or her shall be entitled to recommend to the Governance and Nominating Committee a replacement within 7 days of the date on which the office of such director is vacated.

4.6 **Retiring director.** Unless the office of a director has been automatically vacated pursuant to Section 4.5, a director shall remain in office until the dissolution or adjournment of the meeting at which a successor is elected or appointed.

4.7 **Place of Meeting, Notice, Voting and Quorum.** Meetings of the Board will be held in Toronto unless otherwise determined by the Board and may be held at any time to be determined by the directors provided that 24 hours' written notice of such meeting shall be given, other than by mail, to each director. Notice by mail shall be sent at least 14 days prior to the meeting. There shall be at least 1 meeting per calendar year of the Board. No error or omission in giving notice of any meeting of the Board or any adjourned meeting of the Board shall invalidate such meeting or make void any proceedings taken thereat and any director may at any time waive notice of such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. Each director is authorized to exercise 1 vote. A quorum for the transaction of all business of the Board shall be a majority of the directors provided that at least two Industry Directors and two Public Directors are present, together with one of either the Chair or the President. A quorum may be comprised in whole or in part of directors attending a meeting of the directors by means of teleconference or by other electronic means in accordance with Section 4.8. Notwithstanding anything contained herein, any director may, if in the opinion of the Chair, Vice-Chair or President the financial condition of an SRO Member is such that immediate action by the directors may be required, call a meeting of directors to consider the action to be taken by giving three hours' prior notice of such meeting by teleconference or other electronic means to each director, but no such notice shall be required where all of the directors are in attendance personally or by teleconference or other electronic means, as the case may be, in the manner referred to in Section 4.8 at a meeting so called.

4.8 **Meetings by Teleconference.** Directors may hold meetings by teleconference or by other electronic means that permit all persons participating in the meeting to hear each other.

4.8.1 If all of the directors of the Corporation consent thereto generally or in respect of a particular meeting, a director may participate in a meeting of the Board or of a committee of the Board by means of such conference telephone or other electronic communications facilities to which all directors have equal access and which permit all persons participating in the meeting to hear and communicate with each other. A director participating in a meeting by such means is deemed to be present at the meeting.

4.8.2 At the commencement of each such meeting, the secretary of the meeting will record the names of those persons in attendance in person or by electronic communications facilities and the chair of the meeting will determine whether a quorum is present. The chair of each such meeting shall determine the method of recording votes thereat, provided that any director present may require all persons present to declare their votes individually. The directors shall take such reasonable precautions as may be necessary to ensure that any electronic communications facilities used are secure from unauthorized interception or monitoring.

4.9 **Resolutions and Conduct of Meetings.** Resolutions will be passed by a majority of the directors present and voting on the resolution by a verbal vote recorded by the secretary, unless the Act or these by-laws otherwise provide. If permitted by law, a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors or committee of directors is as valid as if it had been passed at a meeting of directors or committee of directors. In the absence of the Chair or the Vice-Chair at any meeting of directors, the chair of the meeting shall be selected by the directors present. The directors may make such other regulations governing their meetings, proceedings and any other administrative matters as they consider necessary or desirable.

4.10 **Remuneration of Directors.** The directors shall be entitled to receive such remuneration as the Board may determine from time to time; and a director may be paid reasonable expenses incurred by the director in the performance of his or her duties.

4.11 **Agents, Employees and Advisors.** The Board may appoint such agents, employees and advisors as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the Board at the time of such appointment.

4.12 **Remuneration of Officers, Agents, Employees and Committee Members.** A reasonable remuneration of all officers, agents and employees and committee members may be fixed by the Board or committee authorized by the Board.

5. COMMITTEES

5.1 **Governance and Nominating Committee.** The Board shall appoint a Governance and Nominating Committee which shall be composed of such number of directors and carry out such duties and tasks as set out in the By-laws or as determined by the Board from time to time.

5.2 **Audit Committee.** The Board shall appoint an Audit Committee composed of 3 or more directors, a majority of which shall be Public Directors. The chair of the Audit Committee shall be a Public Director. The audit committee shall be responsible for the review and approval of the Corporation's financial statements and such other functions as the Board may determine.

5.3 **Other Committees.** The directors may in their sole discretion at any time and from time to time appoint from among their number committees consisting of one or more directors and may delegate to such committees any authority of the directors. Notwithstanding the foregoing sentence, in the case of any committee with the responsibility for making coverage determinations a person who has ceased to be a director and who was a member of any such committee immediately prior to ceasing to be a director may continue to be a member of the committee with full rights to vote and participate for such period of time as determined by the Board in order to complete any business of the committee in which the director was engaged prior to his or her ceasing to be a director.

6. INTEREST OF DIRECTORS IN CONTRACT

6.1 (a) **Conflict of Interest.** Any director of the Corporation who:

- (i) is a party to a material contract or proposed material contract with the Corporation; or
- (ii) is a director or officer of or has a material interest in any body corporate or business firm, whether direct or indirect, who is a party to a material contract or proposed material contract with the Corporation,

shall disclose in writing, or have entered in the minutes, the nature and extent of such director's interest in such material contract or proposed material contract with the Corporation.

(b) The disclosure required by (a) above, shall be made:

- (i) at the meeting at which a proposed contract is first considered;

- (ii) if the director was not then interested in a proposed contract, at the first meeting after such director becomes so interested; or
 - (iii) if the director becomes interested after a contract is made, at the first meeting held after the director becomes so interested.
- (c) If a contract or a proposed contract is one that, in the ordinary course of carrying on the Corporation's purposes, would not require approval by the directors or Members, a director shall disclose in writing the nature and extent of the director's interest at the first meeting held after the director becomes aware of the contract or proposed contract.
- (d) A director referred to in sub-section (a) above is liable to account for any profit made on the contract by the director or by a corporate entity or business firm in which the director has a material interest, unless
 - (i) the director disclosed the director's interest in accordance with sub-sections (b) or (c) above or (f) below;
 - (ii) after such disclosure the contract was approved by the directors or Members; and
 - (iii) the contract was reasonable and fair to the Corporation at the time it was approved.

Provided that a director who has made a declaration of the director's interest in a contract or a proposed contract and has not voted in respect of such contract contrary to the prohibition contained in sub-sections (e) below, if such prohibition applies, is not accountable to the Corporation or any of its Members or creditors by reason only of such director holding that office or of the fiduciary relationship thereby established, for any profit realized by such contract.

- (e) A director referred to in sub-sections (a) above shall not vote on any resolution to approve the contract, unless the contract is an arrangement by way of security for money lent to or obligations undertaken by the director for the benefit of the Corporation.
- (f) For the purposes of this Section 6.1, a general notice to the directors by a director declaring that the person is a director or officer of or has a material interest in a body corporate or business firm and is to be regarded as interested in any contract made therewith, is a sufficient declaration of interest in relation to any contract so made.
- (g) A contract is not void by reason only of the failure of a director to comply with the provisions of this Section 6.1 but a court may upon the application of the Corporation or a Member, set aside a contract in respect of which a director has failed to comply with the provisions of this Section 6.1, and the court may make any further order it thinks fit.

7. PROTECTION OF OFFICERS AND DIRECTORS

7.1 Limitation of Liability. No past or present member of the Board or any committee or sub-committee thereof or of the Corporation, nor any past or present officer, employee or agent of any of them, shall be liable for the acts, receipts, neglects or defaults of any other of such persons, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto; provided that nothing herein shall relieve any such person from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

7.2 Indemnity. Each past and present member of the Board or any committee or sub-committee thereof or of the Corporation, and each past and present officer, employee or agent of the Corporation, and any other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any company controlled by it, and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

- (a) all costs, charges, fines and penalties and expenses which such Board, committee or sub-committee member, officer, employee, agent or other person sustains or incurs in or about or to settle any action, suit or

proceeding which is threatened, brought, commenced or prosecuted against him or her, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her, in or about the execution of the duties of his or her office or in respect of any such liability; and

- (b) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, including an amount representing the value of time any such Board, committee or sub-committee member, officer employee, agent or other person spent in relation thereto and any income or other taxes or assessments incurred in respect of the indemnification provided for in this By-law, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.

The Corporation shall also indemnify such persons in such other circumstances as the Act permits or requires. Nothing in this By-law shall limit the right of any person entitled to indemnity apart from the provisions of this By-law.

- 7.3 **Action, Suit or Proceeding Threatened, Brought, etc. by the Corporation.** Where the action, suit or proceeding referred to in Section 7.2(a) above is threatened, brought, commenced or prosecuted by the Corporation against a Board, committee or sub-committee member, officer, employee, agent or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any company controlled by it, the Corporation shall make application at its expense for approval of the court to indemnify such persons, and their heirs, executors and administrators, and estates and effects respectively, on the same terms as outlined in Section 7.2.

8. INSURANCE

- 8.1 **Insurance.** The Corporation may purchase and maintain insurance for the benefit of any person referred to in Section 7.2 against such liabilities and in such amounts as the Board may from time to time determine and are permitted by the Act.

9. POWERS OF DIRECTORS

- 9.1 **Powers.** The directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do.
- 9.2 **Expenditures.** The directors shall have power to authorize expenditures on behalf of the Corporation from time to time and may delegate by resolution to an officer or officers of the Corporation the right to employ and pay salaries to employees on behalf of the Corporation.
- 9.3 **Funding.** The Board shall take such steps as they may deem requisite to enable the Corporation to acquire, accept, solicit or receive contributions, assessments, fines, levies, legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Corporation.

10. OFFICERS

- 10.1 **Appointment.** The officers of the Corporation, which shall include the offices of president, vice-president, secretary and chief financial officer and any such other officers as the Board may determine by by-law, shall be appointed by resolution of the Board at the first meeting of the Board following the annual meeting of Members in which the directors are elected. A person may hold more than one office. Each director, by reason of being such, shall be regarded an officer of the Corporation in addition to any other officers who may from time to time be appointed by the Board.
- 10.2 **Term and Removal of Officers.** The officers of the Corporation, other than those who are officers solely by reason of being members of the Board, shall hold office for such terms as the Board may determine or until their successors are elected or appointed in their stead and shall be subject to removal by resolution of the Board at any time.

11. DUTIES OF OFFICERS

- 11.1 **Chair.** The Chair shall be appointed pursuant to Section 4.3 and shall preside at all motions of Members and of the Board and shall oversee the general management of the affairs of the Corporation.
- 11.2 **Vice-Chair.** The Vice-Chair shall be appointed pursuant to Section 4.3 and in the absence of the Chair shall preside at meetings of the Members and of the Board and shall have such other duties as may be determined by the Board.
- 11.3 **President.** The President shall be the chief executive officer of the Corporation whose responsibilities, duties, remuneration, terms and duration of employment shall be determined from time to time by the Board. The President

may engage as employees of the Corporation such number of persons as the Board in its discretion deems necessary to assist the President in the performance of his or her duties.

- 11.4 **Vice-President.** The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as shall from time to time be imposed upon the Vice-President by the Board.
- 11.5 **Chief Financial Officer.** The Chief Financial Officer shall be responsible for the financial administration and controls of the Corporation and shall perform such other duties as shall from time to time be imposed by the Board.
- 11.6 **Secretary.** The secretary may be empowered by the Board, upon resolution of the Board, to carry on the affairs of the Corporation generally under the supervision of the officers thereof and shall attend all meetings and act as clerk thereof and record all votes and minutes of all proceedings in the books to be kept for that purpose. The secretary shall give or cause to be given notice of all meetings of the Members and of the Board and shall perform such other duties as may be prescribed by the Board or by the president, under whose supervision the secretary shall be. The secretary shall be custodian of the seal of the Corporation, which the secretary shall deliver only when authorized by a resolution of the Board to do so and to such person or persons as may be named in the resolution.
- 11.7 **Duties of Officers.** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or as the Board requires of them.

12. EXECUTION OF DOCUMENTS

- 12.1 **Execution of Documents.** Contracts, documents or any instruments in writing requiring the signature of the Corporation shall be signed by any two of the Chair, a Vice-Chair, the President, a Vice-President or director, or a combination thereof, provided that any such contract, document or instrument that commits the Corporation to an expenditure or liability in excess of \$25,000 and does not relate to a matter that has been approved as part of an annual budget by the Board shall be required to be signed by a director other than the President, together with any person authorized according to the foregoing. All contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The directors shall have power from time to time by resolution to appoint persons on behalf of the Corporation to sign specific contracts, documents and instruments in writing. The directors may give the Corporation's power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any stocks, bonds, and other securities of the Corporation. The seal of the Corporation when required may be affixed to contracts, documents and instruments in writing signed as aforesaid or by persons appointed by resolution of the Board.

13. MEMBERS' MEETINGS

- 13.1 **Time and Place of Meetings.** Meetings of the Members shall be held at least once a year or more often if necessary at the head office of the Corporation or at any place in Canada as the Board may determine and on such day as the Board shall appoint. The Board may resolve that a particular meeting of Members be held outside Canada.
- 13.2 **Annual Meetings.** At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and auditors appointed for the ensuing year. The Members may consider and transact any business either special or general at any meeting of the Members. The Board, the Chair or the President shall have power to call, at any time, a general meeting of the Members. The Board shall call a special general meeting of Members on written requisition of those Members who carry not less than 20% of the voting rights. A majority of the Members entitled to vote will constitute a quorum at any meeting of Members. Such majority shall be either present in person or represented by proxy at such meeting.
- 13.1 **Written Resolutions.** A resolution in writing, signed by all the Members entitled to vote on that resolution at a meeting of Members, is as valid as if it had been passed at a meeting of Members, provided that the matter dealt with by the resolution in writing is one which is not required by the Act to be dealt with at a meeting of Members.
- 13.4 **Means of Meetings.** Members may hold meetings by teleconference or by other electronic means that permit all persons participating in the meeting to hear each other and communicate adequately. If all the Members of the Corporation consent thereto generally or in respect of a particular meeting, a Member may participate in a meeting of the Members by means of such conference telephone or other electronic communications to which all Members have equal access and such as permit all persons participating in the meeting to hear and communicate with each other, and a Member participating in such a meeting by such means is deemed to be present at the meeting. At the commencement of each such meeting the secretary of the meeting will record the names of those persons in attendance in person or by electronic communications facilities and the Chair will determine whether a quorum is present. The Chair of each such meeting shall determine the method of recording votes thereat, provided that any

Member present may require all persons present to declare their votes individually. The Chair of such meetings shall be satisfied that Members have taken such reasonable precautions as may be necessary to ensure that any electronic communications facilities used are secure from unauthorized interception or monitoring.

- 13.5 **Resolutions.** Resolutions will be passed by a majority of the Members entitled to vote by a verbal vote recorded by the secretary, unless the Act or these by-laws otherwise provide.
- 13.6 **Notice.** Fourteen days' written notice shall be given to each voting Member of any meeting of Members. Notice of any meeting where special business will be transacted should contain sufficient information to permit the Member to form a reasoned judgment on the decision to be taken. Notice of each meeting of Members must state that the Member has the right to vote by proxy.
- 13.7 **Voting of Members and Proxies.** Each Member entitled to vote and who is present at a meeting shall have the right to exercise one vote. A Member may, by means of a written proxy, appoint a proxyholder to attend and act at a specific meeting of Members, in the manner and to the extent authorized by the proxy. A proxyholder need not be a Member of the Corporation.
- 13.8 **Errors or Omissions in Giving Notice.** No error or omission in giving notice of any meeting or any adjourned meeting, whether annual or general, of the Members shall invalidate such meeting or make void any proceedings taken thereat and any Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For purpose of sending notice to any Member or officer for any meeting or otherwise, the address of the Member or officer shall be that person's last address recorded on the books of the Corporation.

14. POLICIES AND AGREEMENTS

- 14.1 **Policies.** The Board may exercise any of its powers and authority in accordance with policies, guidelines or other instruments adopted by it from time to time, and as repealed and amended in its discretion, including, without limitation, in respect of:
- (a) the principles and criteria for payments by the Corporation to customers of insolvent SRO Members;
 - (b) definitions of customers who are eligible for payments referred to in (a);
 - (c) the rights or obligations of SRO Members to hold out the availability of coverage by the Corporation and the use of advertising materials in that regard; and
 - (d) the persons or classes of persons to be excluded from the definition of SRO Member in Section 1.9.
- 14.2 **Agreements.** The Corporation may enter into in its own name agreements or arrangements with any securities commission or regulatory authority, law enforcement agency, self-regulatory organization, stock exchange or other trading market, customer or investor protection or compensation fund or plan or other organization regulating or providing services in connection with securities trading located in Canada or any other country for the exchange of any information (including information obtained by the Corporation pursuant to its authority or otherwise in its possession) and for other forms of mutual assistance for market surveillance, investigation, enforcement and other regulatory purposes relating to trading in securities in Canada or elsewhere.
- 14.3 **Assistance.** The Corporation may provide to any securities commission or regulatory authority, law enforcement agency, self-regulatory organization, stock exchange, other trading market, customer or investor protection or compensation fund or plan or other organization regulating or providing services in connection with securities trading located in Canada or any other country any information obtained by the Corporation pursuant to the By-laws or rules or otherwise in its possession and may provide other forms of assistance for surveillance, investigation, enforcement and other regulatory purposes.
- #### **15. FINANCIAL YEAR**
- 15.1 **Financial Year.** The fiscal year-end of the Corporation shall be the last day of the month determined by the Board, in each year.
- #### **16. AMENDMENT OF BY-LAWS**
- 16.1 **Amendment of By-laws.** The provisions of the by-laws of the Corporation not embodied in the letters patent may be repealed or amended by by-law enacted by 2/3 of the directors at a meeting of the Board and sanctioned by at least

2/3 of the Members entitled to vote and participating at a meeting duly called for the purpose of considering said by-law, provided that the repeal or amendment of such by-laws shall not be enforced or acted upon until the approval of the Minister of Industry Canada has been obtained.

17. AUDITOR

- 17.1 **Auditor.** The Members shall at each annual meeting appoint an auditor to audit the accounts of the Corporation for report to the Members at the next annual meeting. The auditor shall hold office until the next annual meeting, provided that the directors may fill any casual vacancy in the office of auditor. The remuneration of the auditor shall be fixed by the Board.

18. BOOKS AND RECORDS

- 18.1 **Books and Records.** The directors shall ensure that all necessary books and records of the Corporation required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept.

19. RULES AND REGULATIONS

- 19.1 **Rules and Regulations.** The Board may prescribe such rules and regulations not inconsistent with these by-laws relating to the management and operation of the Corporation as they deem expedient.

20. INTERPRETATION

- 20.1 **Interpretation.** In these by-laws and in all other by-laws of the Corporation hereafter passed, unless the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and references to persons shall include firms and corporations.