



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: Ranjit Singh Dhaliwal

Heard: March 4, 2019 at Toronto, Ontario
Decision: March 4, 2019
Reasons for Decision: June 13, 2019

REASONS FOR DECISION

Hearing Panel of the Central Regional Council:

Frederick W. Chenoweth	Chair
Linda Anderson	Industry Representative
Guenther W.K. Kleberg	Industry Representative

Appearances:

Alan Melamud)	Enforcement Counsel for the Mutual Fund
)	Dealers Association of Canada
)	
)	
Paul Fruitman)	Counsel for the Respondent
)	
)	
Ranjit Singh Dhaliwal)	Respondent, in person
)	
)	

I. BACKGROUND

1. On January 31, 2019 the Mutual Fund Dealers Association of Canada (the “MFDA”) announced by news release that a Hearing Panel of the Central Regional Council of the MFDA, which was convened by Notice of Hearing dated December 17, 2018, will consider whether, pursuant to s. 24.4 of By-law No. 1 of the MFDA, the Panel should accept a settlement agreement dated January 29, 2019, (“Settlement Agreement”) entered into by the Staff of the MFDA (“Staff”) and Ranjit Singh Dhaliwal (“Respondent”), assisted by his counsel.

2. At the outset of the proceeding, the Panel considered a joint motion by Staff and the Respondent to move the proceedings “in camera”. The Panel granted the motion. The Panel then considered the provisions of the Settlement Agreement, aided by submissions as to the applicable law, which should guide the Panel in determining whether or not to accept or reject the Settlement Agreement. The Panel unanimously accepted the Settlement Agreement and issued an Order accordingly. These are the Panel’s reasons for doing so. The Panel also made an Order at the end of the hearing, declaring the hearing open to the public.

II. THE CONTRAVENTIONS

3. In the Settlement Agreement, the Respondent admits that:

- a) between January 2010 and in or about January 2014, the Respondent obtained, possessed, and in some instances, used to process transactions, 10 pre-signed account forms in respect of 7 clients, contrary to MFDA Rule 2.1.1; and
- b) between January 2014 and November 2015, the Respondent altered, and used to process transactions, 8 account forms in respect of 4 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1.

III. THE FACTS

4. In the Settlement Agreement, Staff of the MFDA and the Respondent agreed to a series of facts, which are set out in Part III of the said Settlement Agreement. The Settlement Agreement is attached as Appendix “A” to these Reasons.

5. As set out in the Settlement Agreement, the Respondent was registered in the Mutual Fund Industry in Ontario from December 30, 1999 to December 31, 2017. The Respondent was registered with Keybase Financial Group Inc. (“Keybase”). Keybase is a Member of the MFDA. On December 31, 2017, the Member terminated the Respondent’s registration. The Respondent was at the time of the Hearing, not registered in the securities industry in any capacity.

IV. DISCUSSION

6. The Hearing Panel was aware that prior to accepting a Settlement Agreement, a Hearing Panel must be satisfied that:

- a) The facts admitted by the Respondent constitute misconduct in contravention of the By-law, MFDA Rules or policies, or provincial securities legislation; and
- b) The penalties contemplated in the Settlement Agreement fall within a reasonable range of appropriateness, bearing in mind the nature and extent of the misconduct and all the circumstances.

7. The Panel accepted that the role of a Hearing Panel at a settlement hearing is fundamentally different than its role at a contested hearing. As stated by the MFDA Hearing Panel in *Sterling Mutuals Inc. (Re)*, citing the I.D.A. Ontario District Council in *Milewski (Re)*:

We also note that while in a contested hearing the Panel attempts to determine the correct penalty, in a settlement hearing the Panel “will tend not to alter a penalty that it considers to be within a reasonable range, taking into account the settlement process and the fact that the parties have agreed. It will not reject a settlement unless it views the penalty as clearly falling outside a reasonable range of appropriateness.” [Emphasis added].

Sterling Mutuals Inc. (Re), MFDA File No. 200820, Hearing Panel of the Central Regional Council, Decision and Reasons dated August 21, 2008 at para. 37.

Milewski (Re), [1999] I.D.A.C.D. No. 17 at p. 12, Ontario District Council Decision dated July 28, 1999.

8. The Panel was aware that the MFDA has been warning Approved Persons against the use of pre-signed and altered account forms for a number of years.

MFDA Staff Notice MSN-0035, Recording and Maintaining Evidence of Client Trade Instructions, dated December 10, 2004 (Updated March 4, 2013), SBA, Tab 11.

MFDA Staff Notice MSN-0066, Signature Falsification, dated October 31, 2007 (Updated January 26, 2017), SBA, Tab 12.

9. Hearing Panels have consistently held that both categories of improper account forms constitute a contravention of the standard of conduct under MFDA Rule 2.1.1.

Price (Re), 2011 CanLII 72458 at paras. 115-138 (MFDA), SBA, Tab 6; *Symes (Re)*, 2017 LNCMFDA 104 at paras. 15-16, SBA, Tab 7.

Owen (Re), 2017 LNCMFDA 287 at paras. 31-34, SBA, Tab 8; *Lewis (Re)*, 2018 LNCMFDA 59 at para. 29, SBA, Tab 9

10. The prohibition on pre-signed and altered account forms applies regardless of whether the client was aware, or authorized the use, of the proscribed form, and even where the proscribed form is not used by the Approved Person for discretionary trading or other improper purpose.

Price (Re), *supra* at paras. 122-124, SBA, Tab 6; *Symes (Re)*, *supra* at para. 18, SBA, Tab 7.

Owen (Re), *supra* at para. 32, SBA, Tab 8; *Lewis (Re)*, *supra* at para. 30, SBA, Tab 9.

11. The Panel considered in detail the agreed facts set out in the Settlement Agreement, and having done so, concluded that both allegations admitted by the Respondent had been proven and constitute misconduct in contravention of the By-laws, MFDA Rules or policies, or provincial securities legislation.

12. The Panel then proceeded to consider the appropriateness of the proposed penalty as set out in the Settlement Agreement. In doing so, the Panel considered the submissions of Staff and the Respondent's counsel, the MFDA Sanction Guidelines and the substantial case law to which it was referred.

13. In doing so, the Panel was mindful that the primary goal of securities regulation is the protection of the investor. The Panel was further mindful that in addition to protection of the public,

the goals of securities regulation also include fostering public confidence in the capital markets and the securities industry.

Pezim v. British Columbia (Superintendent of Brokers), [1994] 2 S.C.R. 557.

Breckenridge (Re), MFDA File No. 200718, Hearing Panel of the Central Regional Council, Decision and Reasons dated November 14, 2007 at para. 71.

14. The Panel also accepted the submissions of Staff that the following factors are frequently considered by Hearing Panels when determining whether a penalty is appropriate:

- a) The seriousness of the allegations proved against the Respondent;
- b) The Respondent's past conduct, including prior sanctions;
- c) The Respondent's experience and level of activity in the capital markets;
- d) Whether the Respondent recognizes the seriousness of the improper activity;
- e) The harm suffered by investors as a result of the Respondent's activity;
- f) The benefits received by the Respondent as a result of the improper activity;
- g) The risk to investors and the capital markets in the jurisdiction, were the Respondent to continue to operate in capital markets in the jurisdiction.
- h) The damage caused to the integrity of the capital markets in the jurisdiction by the Respondent's improper activities;
- i) The need to deter not only those involved in the case being considered, but also any others who participate in the capital markets, from engaging in similar improper activity;
- j) The need to alert others to the consequences of inappropriate activity in the capital markets; and
- k) Previous decisions made in similar circumstances.

Breckenridge, supra.

15. The Panel further considered that settlements play an important and necessary role in facilitating the MFDA's principal goal of protecting the investing public. An administrative tribunal cannot adjudicate every matter that comes before it. Settlements provide an efficient and effective way for the MFDA to proscribe conduct that is harmful to the public, while providing a flexible remedy that can be tailored to address the interests of Staff and respondents:

But the power to settle, I find, is necessary if the Commission is going to carry out its purpose under s. 4(2) and its enforcement mandate under ss. 161 and 162 in an effective and efficient manner. Administrative tribunals do not and can not adjudicate on every matter that commences before them.

Settlements assist the Commission to ensure that its overriding objective, the protection of the public, is met. Settlements proscribe activities that are harmful to the public. In so doing, they are effective in accomplishing the purposes of the statute. They provide means of reaching a flexible remedy that is tailored to address the interests of both the Commission and the person under investigation. Enforcement is rarely a concern because the settlement is voluntary. A person who is the subject of an investigation retains the option of refusing to settle and proceeding to a hearing. Settlements are also efficient. Both parties can forego the time and expense of a hearing.

British Columbia (Securities Commission) v. Seifert, [2006] B.C.J. No. 225 at paras. 48-49 (S.C.), aff'd, [2007] B.C.J. No. 2186 at para. 31 (C.A), SBA, Tabs 2A & 2B.

16. Accordingly, it is generally accepted that hearing panels will not lightly interfere in a settlement agreement reached between Staff and a respondent. Section 24.4.3 of MFDA By-Law No. 1 provides that hearing panels may only accept or reject a settlement in its entirety. A hearing panel's role is therefore not to determine *the correct* sanction, but instead to ascertain whether the sanction agreed to between Staff and a respondent falls within a reasonable range of appropriateness:

In a contested Hearing, the Hearing Panel attempts to determine the correct penalty. In a Settlement Hearing, the Hearing Panel takes into account the settlement process itself and the fact that the parties have agreed to the penalties set out in the Settlement Agreement. **In our view, a Hearing Panel should not interfere lightly in a negotiated settlement and should not reject a Settlement Agreement unless it views the penalty as clearly falling outside a reasonable range of appropriateness.** As has been said: "The settlement process is one of negotiation and compromise and the penalty imposed following a settlement will often be less onerous than one imposed following a Hearing where similar findings are made."

MFDA By-law No. 1, SBA, Tab 1.

Professional Investments (Kingston) Inc. (Re), 2009 LNCMFDA 9 at para. 13, SBA, Tab 3. [Emphasis added.]

Ho (Re), 2018 LNCMFDA 21 at paras. 24-26, SBA, Tab 4.

17. In respect of the factors considered in this particular case, the Panel was mindful that:

- a) The nature of the contraventions that had been admitted by the Respondent warranted significant penalties. In particular, the use of presigned account forms is a serious breach of MFDA Rule 2.1.1;

Balana (Re), MFDA File No. 201402, Hearing Panel of the Central Regional Council, Decision and Reasons dated January 15, 2015

- b) The Respondent has not previously been the subject of MFDA disciplinary proceedings.
- c) There is no evidence that the transactions processed by the Respondent pursuant to the pre-signed and altered account forms resulted in any client loss or that the transactions were unauthorized;
- d) There is no evidence that the Respondent received any financial benefit from engaging in the misconduct that is the subject of this proceeding, beyond any commissions and fees that he would ordinarily be entitled to receive, had the transaction been carried out in a proper manner;
- e) The Respondent had cooperated fully with Staff;
- f) It was however, an aggravating factor that the Respondent has a history of using pre-signed forms, which was first discovered in December 2011. On January 19, 2012, the Respondent signed an acknowledgement that the Member would take disciplinary action if the Respondent was found again to have used pre-signed forms.

V. RESULT

18. For all the above reasons, the Panel concluded that the Settlement Agreement was reasonable and proportionate. Accordingly, the following penalties were imposed upon the Respondent:

- a) The Respondent shall pay a fine in the amount of \$12,500, pursuant to s. 24.1.1(b) of MFDA By-law No.1, in instalments as follows:
 - i) \$2,000 in certified funds upon acceptance of the Settlement Agreement;

- ii) \$1,750 in certified funds on or before April 30, 2019;
 - iii) \$1,750 in certified funds on or before May 31, 2019;
 - iv) \$1,750 in certified funds on or before June 28, 2019;
 - v) \$1,750 in certified funds on or before July 31, 2019;
 - vi) \$1,750 in certified funds on or before August 30, 2019; and
 - vii) \$1,750 in certified funds on or before September 30, 2019.
- b) The Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1.
- c) The Respondent shall in the future comply with MFDA Rule 2.1.1.
- d) 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.

DATED this 13th day of June, 2019.

“Frederick W. Chenoweth”

Frederick W. Chenoweth
Chair

“Linda J. Anderson”

Linda J. Anderson
Industry Representative

“Guenther W.K. Kleberg”

Guenther W.K. Kleberg
Industry Representative

Appendix “A”

Settlement Agreement

File No. 2018130



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: Ranjit Singh Dhaliwal

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada (“Staff”) and the Respondent, Ranjit Singh Dhaliwal (the “Respondent”), consent and agree to settlement of this matter by way of this agreement (the “Settlement Agreement”).
2. Staff conducted an investigation of the Respondent’s activities which disclosed activity for which the Respondent could be penalized by the exercise of the discretion of the Hearing Panel pursuant to s. 24.1 of By-law No.1.

II. JOINT SETTLEMENT RECOMMENDATION

3. Staff and the Respondent jointly recommend that the Hearing Panel accept the Settlement Agreement.
4. The Respondent admits to the following violations of the By-laws, Rules or Policies of the Mutual Fund Dealers Association of Canada (“MFDA”):

- a) between January 2010 and in or about January 2014, the Respondent obtained, possessed, and in some instances, used to process transactions, 10 pre-signed account forms in respect of 7 clients, contrary to MFDA Rule 2.1.1; and
- b) between January 2014 and November 2015, the Respondent altered, and used to process transactions, 8 account forms in respect of 4 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1.

5. Staff and the Respondent agree and consent to the following terms of settlement:

- (i) the Respondent shall pay a fine in the amount of \$12,500, pursuant to s. 24.1.1(b) of MFDA By-law No.1, in instalments as follows:
 - (i) \$2,000 in certified funds upon acceptance of the Settlement Agreement;
 - (ii) \$1,750 in certified funds on or before the last business day of the first month following the acceptance of the Settlement Agreement;
 - (iii) \$1,750 in certified funds on or before the last business day of the second month following the acceptance of the Settlement Agreement;
 - (iv) \$1,750 in certified funds on or before the last business day of the third month following the acceptance of the Settlement Agreement;
 - (v) \$1,750 in certified funds on or before the last business day of the fourth month following the acceptance of the Settlement Agreement;
 - (vi) \$1,750 in certified funds on or before the last business day of the fifth month following the acceptance of the Settlement Agreement; and
 - (vii) \$1,750 in certified funds on or before the last business day of the sixth month following the acceptance of the Settlement Agreement;
- (ii) the Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1;
- (iii) the Respondent shall in the future comply with MFDA Rule 2.1.1; and
- (iv) the Respondent will attend in person, on the date set for the Settlement Hearing.

6. Staff and the Respondent agree to the settlement on the basis of the facts set out in Part III herein and consent to the making of an Order in the form attached as Schedule “A”.

III. AGREED FACTS

Registration History

7. From December 30, 1999 to December 31, 2017, the Respondent was registered in Ontario as a mutual fund salesperson (now known as a Dealing Representative) with Keybase Financial Group Inc. (“Keybase”), a Member of the MFDA.

8. On December 31, 2017, the Member terminated the Respondent’s registration.

9. The Respondent is not currently registered in the securities industry in any capacity.

10. At all material times, the Respondent conducted business in the Richmond Hill, Ontario area.

VI. PRE-SIGNED ACCOUNT FORMS

11. At all material times, Keybase’s policies and procedures prohibited its Approved Persons from using pre-signed account forms.

12. Between January 2010 and in or about January 2014, the Respondent obtained, possessed, and in some instances, used to process transactions, 10 pre-signed account forms in respect of 7 clients.

13. The pre-signed forms consisted of new account application, order request, Know-Your-Client (“KYC”) update, and relationship disclosure forms.

VII. ALTERED ACCOUNT FORMS

14. Between January 2014 and November 2015, the Respondent altered, and used to process transactions, 8 account forms in respect of 4 clients by altering information on the account forms without having the clients initial the alterations.

15. The altered account forms consisted of order request and KYC update forms.

VIII. PREVIOUS USE OF PRE-SIGNED FORMS

16. On December 1, 2011, during the course of a branch audit, Keybase identified a pre-signed account form in client files serviced by the Respondent.

17. On January 19, 2012, the Respondent signed an acknowledgement that the Member would take disciplinary action if pre-signed documents were to be identified in subsequent branch audits.

IX. KEYBASE'S INVESTIGATION

18. On November 29, 2016, Keybase identified some of the pre-signed and altered account forms that are the subject of this Settlement Agreement as a result of a routine branch audit.

19. On December 6, 2016, Keybase conducted a review of all client files serviced by the Respondent and identified additional pre-signed and altered account forms that are the subject of this Settlement Agreement.

20. On April 13, 2017, Keybase sent a letter to all clients whose accounts the Respondent serviced in order to determine whether the Respondent engaged in unauthorized trading. No clients reported any concerns.

21. On March 23, 2017, Keybase placed the Respondent on internal supervision, which required that the Respondent's branch manager review all original mutual fund trading documents prior to approval.

X. ADDITIONAL FACTORS

22. There is no evidence that the Respondent received any benefit from the conduct set out above beyond the commissions or fees he would ordinarily be entitled to receive had the transactions been carried out in the proper manner.

23. There is no evidence of client loss or lack of authorization for the underlying transactions.

24. The Respondent has not previously been the subject of MFDA disciplinary proceedings.

25. By entering into this Settlement Agreement, the Respondent has saved the MFDA the time, resources, and expenses associated with conducting a full hearing on the allegations.

IV. ADDITIONAL TERMS OF SETTLEMENT

26. This settlement is agreed upon in accordance with section 24.4 of MFDA By-law No. 1 and Rules 14 and 15 of the MFDA Rules of Procedure.

27. The Settlement Agreement is subject to acceptance by the Hearing Panel which shall be sought at a hearing (the "Settlement Hearing"). At, or following the conclusion of, the Settlement Hearing, the Hearing Panel may either accept or reject the Settlement Agreement. MFDA Settlement Hearings are typically held in the absence of the public pursuant to section 20.5 of MFDA By-law No. 1 and Rule 15.2(2) of the MFDA Rules of Procedure. If the Hearing Panel accepts the Settlement Agreement, then the proceeding will become open to the public and a copy of the decision of the Hearing Panel and the Settlement Agreement will be made available at www.mfda.ca.

28. The Settlement Agreement shall become effective and binding upon the Respondent and Staff as of the date of its acceptance by the Hearing Panel. Unless otherwise stated, any monetary penalties and costs imposed upon the Respondent are payable immediately, and any suspensions, revocations, prohibitions, conditions or other terms of the Settlement Agreement shall commence upon the effective date of the Settlement Agreement.

29. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel:

- (i) the Settlement Agreement will constitute the entirety of the evidence to be submitted respecting the Respondent in this matter;
- (ii) the Respondent waives any 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;
- (iii) Staff will not initiate any proceeding under the By-laws of the MFDA against the Respondent in respect of the contraventions described in this Settlement

Agreement. Nothing in this Settlement Agreement precludes Staff from investigating or initiating proceedings in respect of any contraventions that are not set out in this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondent from fulfilling any continuing regulatory obligations;

- (iv) the Respondent shall be deemed to have been penalized by the Hearing Panel pursuant to s. 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; and
- (v) 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 the Respondent.

30. If, for any reason, this Settlement Agreement is not accepted 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 the Settlement Agreement or the settlement negotiations.

31. Staff and the Respondent agree that the terms of the 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.

32. The Settlement Agreement may be signed in one or more counterparts which together shall constitute a binding agreement. An electronic copy of any signature shall be effective as an original signature.

DATED this 29th day of January, 2019.

“Ranjit Singh Dhaliwal”

Ranjit Singh Dhaliwal

“MD”

Witness – Signature

MD

Witness – Print Name

“Shaun Devlin”

Shaun Devlin

Staff of the MFDA

Per: Shaun Devlin

Senior Vice-President,

Member Regulation – Enforcement

Schedule "A"

Order

File No. 2018130



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: Ranjit Singh Dhaliwal

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 Ranjit Singh Dhaliwal (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 the Hearing Panel is of the opinion that the Respondent

- a) between January 2010 and in or about January 2014, obtained, possessed, and in some instances, used to process transactions, 10 pre-signed account forms in respect of 7 clients, contrary to MFDA Rule 2.1.1; and
- b) between January 2014 and November 2015, altered, and used to process transactions, 8 account forms in respect of 4 clients by altering information on the

account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1.

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

1. The Respondent shall pay a fine in the amount of \$12,500, pursuant to s. 24.1.1(b) of MFDA By-law No.1, in instalments as follows:

- (i) \$2,000 in certified funds upon acceptance of the Settlement Agreement;
- (ii) \$1,750 in certified funds on or before [date];
- (iii) \$1,750 in certified funds on or before [date];
- (iv) \$1,750 in certified funds on or before [date];
- (v) \$1,750 in certified funds on or before [date];
- (vi) \$1,750 in certified funds on or before [date]; and
- (vii) \$1,750 in certified funds on or before [date].

2. The Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1.

3. The Respondent shall in the future comply with MFDA Rule 2.1.1.

4. 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.

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

Per: _____

[Name of Public Representative], Chair

Per: _____

[Name of Industry Representative]

Per: _____

[Name of Industry Representative]