

## RULE 3100

### REPORTING AND RECORDKEEPING REQUIREMENTS

#### Introduction

This Rule establishes minimum requirements concerning information that registrants are required to report to Dealer Members and information that Dealer Members are required to report to the designated [self-regulatory organization](#) (“SRO”).

Dealer Members and registrants should also refer to the Uniform Application for Registration/Approval (or any form replacing the Uniform Application for Registration/Approval), which also sets out information that Dealer Members and registrants must report to their [designated SRO](#).

#### Definitions

For the purposes of this Rule:

“**business days**” means a day other than Saturday, Sunday or any officially recognized Federal or Provincial statutory holiday.

“**civil claim**” includes civil claims pending before a court or tribunal.

“**compensation**” means the payment of a sum of money, securities, reversal of a securities transaction, inclusion of a securities transaction (whether either transaction has a realized or unrealized loss) or any other equivalent type of entry which is intended to offset or counterbalance an act of misconduct. A correction of a client account or position as a result of good faith trading errors and omissions is not considered to be “compensation” for the purposes of Rule 3100.

“**designated SRO**” means the [self-regulatory organization](#) that has been assigned the prime audit jurisdiction for the Dealer Member under the Canadian Investor Protection Fund Agreement.

“**exchange contracts**” include, but are not limited, to commodity futures contracts and commodity futures options.

“**legislation or law**” includes, but is not limited to, any rules, policies, regulations, rulings or directives of any [securities commission](#).

“**misrepresentation**” means:

- i) an untrue statement of fact; or
- ii) an omission to state a fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

“**registrant**” means any partner, director, officer or registered or [approved person](#) of a Dealer Member.

“**securities – related**” means:

- (i) any matter related to securities or [exchange contracts](#); or
- (ii) any matter related to the handling of client accounts or dealings with clients; or
- (iii) any matter that is the subject of any [legislation or law](#) concerning securities or [exchange contracts](#) of any jurisdiction, inside or outside of Canada; or

- (iv) any matter that is the subject of by-laws, rules, regulations, rulings or policies of any securities or financial services regulatory or [self-regulatory organization](#) in any jurisdiction, inside or outside of Canada.

“**service complaints**” means any complaint by a client which is founded on customer service issues and is not the subject of:

- i) any [legislation or law](#) concerning securities or [exchange contracts](#) of any jurisdiction, inside or outside of Canada; or
- ii) by-laws, rules, regulations, rulings or policies of any securities or financial services regulatory or [self-regulatory organization](#) in any jurisdiction, inside or outside of Canada.

## **I. REPORTING REQUIREMENTS**

### **A. Reporting Requirements to Member**

- 1. Each [registrant](#) shall report to the Dealer Member, within two [business days](#), whenever:
  - (a) there is any change to the information contained in his or her Uniform Application for Registration/Approval (or any form replacing the Uniform Application for Registration/Approval);
  - (b) he or she has reason to believe that he or she is or may have been in contravention of:
    - (i) any provision of any [legislation or law](#) concerning securities or [exchange contracts](#) of any jurisdiction, inside or outside of Canada; or
    - (ii) any by-laws, regulations, rules, rulings or policies of any regulatory or [self-regulatory organization](#), professional licensing or registration body in any jurisdiction, inside or outside of Canada.
  - (c) he or she is the subject of any customer complaint in writing; or
  - (d) he or she is aware of a customer complaint, whether in writing or any other form, with respect to any other [registrant](#) involving allegations of theft, fraud, misappropriation of funds or securities, forgery, money laundering, market manipulation, insider trading, [misrepresentation](#) or unauthorized trading.
- 2. Each Dealer Member shall designate a person or department with whom the reports and records required by Part I Section A shall be filed.

### **B. Reporting Requirements to Designated SRO**

- 1. Each Dealer Member shall report to its [designated SRO](#), in such detail and frequency as prescribed by the SRO:
  - (a) Whenever there is any change to the information contained in the Uniform Application for Registration/Approval or Form 33-109F4 under Rule 40 or any [registrant](#);
  - (b) whenever the Dealer Member, or any current or former [registrant](#) is charged with, convicted of, pleads guilty or no contest to, any criminal offence, in any jurisdiction, inside or outside of Canada, while in the employ of the Dealer Member, or concerning matters that occurred while in the employ of the Dealer Member;
  - (c) whenever the Dealer Member, or a current or former [registrant](#), is:

- (i) named as a defendant or respondent in, or is the subject of, any proceeding or disciplinary action alleging contravention of any [legislation or law](#) concerning securities or [exchange contracts](#), of any jurisdiction, inside or outside of Canada, while in the employ of the Dealer Member, or concerning matters that occurred while in the employ of the Dealer Member;
  - (ii) named as a defendant or respondent in, or is the subject of, any proceeding or disciplinary action alleging contravention of the by-laws, regulations, rules, rulings or policies of any regulatory or [self-regulatory organization](#), professional licensing or registration body in any jurisdiction, inside or outside of Canada, while in the employ of the Dealer Member, or concerning matters that occurred while in the employ of the Dealer Member; or
  - (iii) denied registration or a license by any regulatory or [self-regulatory organization](#), professional licensing or registration body, in any jurisdiction, inside or outside of Canada, while in the employ of the Dealer Member.
- (d) all customer complaints in writing, except [service complaints](#), against the Dealer Member or any current or former [registrant](#);
  - (e) all [securities-related](#) civil claims and arbitration notices filed, against the Dealer Member, or against any current or former [registrant](#), in any jurisdiction inside or outside Canada, while in the employ of the Dealer Member, or concerning matters that occurred while in the employ of the Dealer Member;
  - (f) all resolutions of any matters reportable pursuant to I.B.1(b),(c),(d) and (e) of this Rule, including, judgements, awards, private settlements and arbitrations, in any jurisdiction, inside or outside of Canada;
  - (g) whenever a [registrant](#) is the subject of any internal disciplinary action where:
    - (i) there is a customer complaint in writing pursuant to Part I B. 1(d) of this Rule;
    - (ii) there is a [securities-related civil claim](#) or arbitration notice pursuant to Part I B.1(e) of this Rule;
    - (iii) there is an internal investigation pursuant to Part I B. 1(h) and Part II of this Rule;
    - (iv) member initiated disciplinary action involves suspension, termination, demotion or the imposition of trading restrictions;
    - (v) member initiated disciplinary action, arising from any source other than (i)–(iii), involves the withholding of commissions or imposition of fines in excess of \$5,000 for a single matter, \$15,000 cumulatively for a one calendar year period or where commission has been withheld or fines imposed three or more times during one calendar year period.
  - (h) whenever an internal investigation, pursuant to Part II of this Rule, is commenced and the results of such internal investigation when completed.
2. Documentation associated with each item required to be reported under Part I Section B shall be maintained and available to the [designated SRO](#), upon request, for a minimum of 2 years from the resolution of the matter.

3. Where the [designated SRO](#) is the Corporation, it shall have the power to impose a prescribed administrative fee for failure to comply with any of the reporting requirements set out in this policy. The Corporation may also impose any other penalties pursuant to Rule 20.

### **B. 1.1 Cybersecurity Reporting**

1. For purposes of this sub-section, a “cybersecurity incident” includes any act to gain unauthorized access to, disrupt or misuse a Dealer Member’s information system, or information stored on such information system, that has resulted in, or has a reasonable likelihood of resulting in:
  - (i) substantial harm to any [person](#),
  - (ii) a material impact on any part of the normal operations of the Dealer Member,
  - (iii) invoking the Dealer Member’s business continuity plan or disaster recovery plan, or
  - (iv) the Dealer Member being required under any applicable laws to provide notice to any government body, securities regulatory authority or other self-regulatory organization.
2. A Dealer Member must report to the Corporation, in writing, within 3 calendar days from discovering a [cybersecurity incident](#).
3. The report provided by the Dealer Member to the Corporation under subsection (2) must include the following information:
  - (i) a description of the [cybersecurity incident](#),
  - (ii) the date on which or time period during which the [cybersecurity incident](#) occurred and the date it was discovered by the Dealer Member,
  - (iii) a preliminary assessment of the [cybersecurity incident](#), including the risk of harm to any [person](#) and/or impact on the operations of the Dealer Member,
  - (iv) a description of immediate incident response steps the Dealer Member has taken to mitigate the risk of harm to [persons](#) and impact on its operations, and
  - (v) the name of and contact information for an [individual](#) who can answer, on behalf of the Dealer Member, any of the Corporation’s follow-up questions about the [cybersecurity incident](#).
4. Within 30 days, unless otherwise agreed by the Corporation, from discovering a [cybersecurity incident](#), a Dealer Member must provide the Corporation with an incident investigation report, in writing, that includes the following information:
  - (i) a description of the cause of the [cybersecurity incident](#),
  - (ii) an assessment of the scope the [cybersecurity incident](#), including the number of [persons](#) harmed and the impact on the operations of the Dealer Member,
  - (iii) details of the steps the Dealer Member took to mitigate the risk of harm to [persons](#) and impact on its operations,
  - (iv) details of the steps the Dealer Member took to remediate any harm to any [persons](#), and
  - (v) actions the Dealer Member has or will take to improve its [cybersecurity incident](#) preparedness.

## **II. INTERNAL INVESTIGATIONS**

1. The Dealer Member shall conduct an internal investigation where it appears that the Dealer Member, or any current or former [registrant](#), while in the employ of the Dealer Member, has violated any provision of any [legislation or law](#), or has violated any by-laws, rules, regulations, rulings or policies of any regulatory or [self-regulatory organization](#) relating to theft, fraud, misappropriation of funds or securities, forgery, money laundering, market manipulation, insider trading, [misrepresentation](#) or unauthorized trading, in any jurisdiction, inside or outside of Canada.
2. Records of investigations under Part II Section 1 shall be:
  - (a) in sufficient detail to show the cause, steps taken and result of each investigation; and
  - (b) maintained and available to the [designated SRO](#) upon request for a minimum of two years from the completion of the investigation.

## **III. SETTLEMENT AGREEMENTS**

1. No [registrant](#) shall, without prior written consent of the Dealer Member, enter into any settlement with a customer, whether the settlement is in the form of monetary payment, delivery of securities, reduction of commissions or any other form, and whether the settlement is the result of a customer complaint or a finding by the [individual](#) or Dealer Member. Such prior written consent and the terms and conditions of such shall be kept on record by the Dealer Member.
2. Part III Section 1 shall not apply to any [registrant](#) authorized by the Dealer Member to negotiate or enter into settlement agreements in the normal course of his/her duties with respect to settlement agreements that do not arise out of activities involving the [registrant](#).

