CIRO · OCRI
Canadian Investment Regulatory Organization
Organisme canadien de réglementation des investissements

IN THE MATTER OF

THE MUTUAL FUND DEALER RULES

AND

VACHANA CISSY TERANCE

SETTLEMENT AGREEMENT

PART I – INTRODUCTION

1. The Canadian Investment Regulatory Organization ("CIRO")[i] will issue a Notice of Settlement Hearing to announce a settlement hearing pursuant to Mutual Fund Dealer Rule 7.4.4 and Rules 14 and 15 of the Mutual Fund Dealer Rules of Procedure ("Rules of Procedure") to consider whether a Hearing Panel should accept this Settlement Agreement between Enforcement Staff and Vachana Cissy Terance (the "Respondent").

PART II – JOINT SETTLEMENT RECOMMENDATION

2. Enforcement Staff and the Respondent jointly recommend that the Hearing Panel accept this Settlement Agreement in accordance with the terms and conditions set out below.

PART III – AGREED FACTS

3. For the purposes of this Settlement Agreement, the Respondent agrees with the facts as set out in Part III of this Settlement Agreement.

Registration History

4. Between May 17, 2024 and September 19, 2024, the Respondent was registered as a dealing representative in Ontario with Scotia Securities Inc. (the "Dealer Member").

5. On September 19, 2024, the Dealer Member terminated the Respondent for the conduct that is the subject of this proceeding. The Respondent is not currently registered in the securities industry in any capacity.

6. At the material time, the Respondent was also employed with a bank affiliated with the Dealer Member (the "Bank") and conducted business at a branch of the Dealer Member in the Oakville, Ontario area.

Contravention 1 – Respondent Misappropriated or Failed to Account for Monies that the Respondent Obtained from Bank Accounts of Individuals

7. On or around August 17, 2024, the Respondent was assigned as A's financial advisor at the Bank. A was a client of the Bank.

8. On August 19, 2024, the Respondent:

   (a) accessed the profile of B (also a client of the Bank), A's sibling, in the Bank's system;

   (b) without B's authorization,

      i. created another profile for B in the Bank's system (the "Fake Profile") and entered contact information associated with the Fake Profile that was different from the contact information on B's original profile in the Bank's system;

ii. opened an account for B at the Bank (the "Fake Account") by preparing an account application, signing B's signature on the form, and submitting it to the Bank for processing;

iii. issued a debit card that was associated with the Fake Account (the "Fake Account Debit Card"); and

iv. linked the Fake Account Debit Card to A's account at the Bank.

9. On August 20, 2024, without A's authorization, the Respondent sent an electronic transfer of $10,000 from A's account at the Bank to the Fake Account (the "Transfer").

10. On August 21, 2024, the Respondent, without B's authorization:

(a) attempted to send an electronic transfer of $10,000 from the Fake Account to the Respondent's friend and former roommate C;

(b) sent an electronic transfer of $3,000 from the Fake Account to C. On the same day, the Respondent received an electronic transfer of $3,000 from C, which was deposited into the Respondent's bank account. The Respondent subsequently used $2,477 of the monies to pay her credit card debt; and

(c) withdrew $993.50 in cash from the Fake Account from an automated banking machine ("ABM") using the Fake Account Debit Card.

11. $6,004.50 from the $10,000 Transfer amount remained in the Fake Account.[1]

12. On or around August 21, 2024, A complained to the Bank that he did not authorize the Transfer.

[1] After deduction of $2 ABM fee.

13. The Bank recovered $6,004.50 from the Fake Account, paid the $6,004.50 plus $3,995.50 (totaling the $10,000 Transfer amount) to A for A's loss, and froze the Fake Account.

14. The Respondent obtained $3,993.50 as a result of her misconduct and has not repaid or accounted for those amounts.

Contravention 2 - Respondent Attempted to Misappropriate Monies from a Client, or Alternatively, Misused the Bank's System

15. On August 23, 2024, the Respondent recorded notes in the Bank's system indicating she provided services to client D's account. Client D was a client of the Dealer Member.

16. On August 27, 2024, the Respondent:

    (a) accessed client D's profile in the Bank's system;

    (b) without client D's authorization,

        i. changed client D's contact information in the Bank's system; and

        ii. attempted to send an electronic transfer of $3,000 from client D's account at the Bank to the Respondent's account at another financial institution (the "Attempted Transfer"). The Bank flagged the transaction as suspicious, and cancelled it.

17. On or around August 29, 2024, client D complained to the Bank, indicating that she did not authorize the change to her contact information or the Attempted Transfer. The Bank updated client D's contact information in the Bank's system, and confirmed with client D the $3,000 remained in her account at the Bank.

18. An investigation into the Respondent's conduct was conducted on behalf of the Dealer Member, where it was discovered that the Respondent engaged in the conduct described above at paragraphs 8 to 10, and 16.

Additional Factors

19. The Respondent has not previously been the subject of CIRO or MFDA disciplinary proceedings.

20. By entering into this Settlement Agreement, the Respondent has saved CIRO the time, resources and expenses associated with conducting a contested hearing of the allegations.

PART IV – CONTRAVENTIONS

21. By engaging in the conduct described above, the Respondent committed the following contraventions of CIRO requirements:

Contravention 1

In August 2024, the Respondent misappropriated or failed to account for monies that the Respondent obtained from bank accounts of individuals, contrary to Mutual Fund Dealer Rule 2.1.1.

Contravention 2

In August 2024, the Respondent attempted to misappropriate monies from the bank account of a client, or alternatively, misused the system of the bank affiliated with the Dealer Member, contrary to Mutual Fund Dealer Rule 2.1.1.

PART V – TERMS OF SETTLEMENT

22. The Respondent agrees to the following sanctions and costs:

(a) the Respondent shall be permanently prohibited from conducting securities related business in any capacity while in the employ of or associated with any CIRO Dealer Member, pursuant to Mutual Fund Dealer Rule 7.4.1.1(f);

(b) disgorgement of $3,993.50, being the amount the Respondent obtained from her contravention of Mutual Fund Dealer Rules, pursuant to Mutual Fund Dealer Rule 7.4.1.1(b);

(c) a fine of $20,000 pursuant to Mutual Fund Dealer Rule 7.4.1.1(c); and

(d) costs of $5,000, pursuant to Mutual Fund Dealer Rule 7.4.2.

23. If this Settlement Agreement is accepted by the Hearing Panel, the Respondent agrees to pay the amounts referred to above immediately upon such acceptance, unless otherwise agreed between Enforcement Staff and the Respondent.

PART VI – STAFF COMMITMENT

24. If the Hearing Panel accepts this Settlement Agreement, Enforcement Staff will not initiate any further action against the Respondent in relation to the facts set out in Part III and the contraventions in Part IV of this Settlement Agreement, subject to the provisions of the paragraph below.

25. If the Hearing Panel accepts this Settlement Agreement and the Respondent fails to comply with any of the terms of this Settlement Agreement, Enforcement Staff may bring proceedings under Mutual Fund Dealer Rule 7 against the Respondent. These proceedings may be based on, but not limited to, the facts set out in Part III of this Settlement Agreement.

PART VII – PROCEDURE FOR ACCEPTANCE OF SETTLEMENT

26. This Settlement Agreement is conditional on acceptance by the Hearing Panel.

27. This Settlement Agreement shall be presented to a Hearing Panel at a settlement hearing in accordance with Mutual Fund Dealer Rule 7.4.4, and Rules of Procedure 14 and 15, in addition to any other procedures that may be agreed upon between the parties.

28. Enforcement Staff and the Respondent agree that this Settlement Agreement will form all the agreed facts that will be submitted at the settlement hearing, unless the parties agree that additional facts should be submitted at the settlement hearing. If the Respondent does not appear at the settlement hearing, Staff may disclose additional relevant facts, if requested by the Hearing Panel.

29. If the Hearing Panel accepts this Settlement Agreement, the Respondent agrees to waive all rights under the Rules and By-law No. 1 of CIRO, and any applicable legislation to any further hearing, appeal, and review.

30. If the Hearing Panel rejects this Settlement Agreement, Enforcement Staff and the Respondent may enter into another settlement agreement or Enforcement Staff may proceed to a disciplinary hearing based on the same or related allegations.

31. The terms of this Settlement Agreement are confidential unless and until this Settlement Agreement has been accepted by the Hearing Panel.

32. This Settlement Agreement will become available to the public upon its acceptance by the Hearing Panel and CIRO will post a copy of this Settlement Agreement on the CIRO website. CIRO will publish a notice and news release of the facts, contraventions, and the sanctions agreed upon in this Settlement Agreement and the Hearing Panel's written reasons for its decision to accept this Settlement Agreement.

33. If this Settlement Agreement is accepted, the Respondent agrees that neither they nor anyone on their behalf, will make a public statement inconsistent with this Settlement Agreement.

34. This Settlement Agreement is effective and binding upon the Respondent and Enforcement Staff as of the date of its acceptance by the Hearing Panel.

PART VIII – EXECUTION OF SETTLEMENT AGREEMENT

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

36. An electronic copy of any signature will be treated as an original signature.

DATED this 9th day of November, 2026.

"Witness"
Witness (print name)

"Respondent"
Respondent – Vachana Cissy Terance

"Sam Wu"
Sam Wu
Enforcement Counsel on behalf of
Enforcement Staff of the Canadian
Investment Regulatory Organization

The Settlement Agreement is hereby accepted this 13th day of November, 2026 by the following Hearing Panel:

Per: "Christopher Portner"
Chair

Per: "Colleen Wright"
Industry Member

Per: "Robert White"
Industry Member

[i] Where the rules, by-laws, and policies of the Mutual Fund Dealers Association of Canada (the "MFDA") that were in force immediately prior to amalgamation of the Investment Industry Regulatory Organization of Canada and the MFDA have been incorporated into the Mutual Fund Dealer Rules, Enforcement Staff have referenced the relevant section of the Mutual Fund Dealer Rules.