

IN THE MATTER OF THE SECURITIES ACT
R.S.N.S. 1989, CHAPTER 418, AS AMENDED ("Act")

- AND -

IN THE MATTER OF
ALEXANDER GETTA (the "Respondent")

SETTLEMENT AGREEMENT

PART I – INTRODUCTION

1. The parties to this Settlement Agreement ("Agreement") are the Respondent and Staff of the Nova Scotia Securities Commission.
2. The parties agree that the Nova Scotia Securities Commission ("Commission") has jurisdiction over this matter.
3. The parties agree to recommend to the Commission approval of this Agreement in accordance with the terms and process set out herein.

PART II – PROCEDURE FOR APPROVAL OF THE AGREEMENT

4. Staff of the Commission ("Staff") agrees to request that a Notice of Hearing be issued setting down a hearing ("Settlement Hearing") wherein the Commission will consider whether it is in the public interest to approve this Agreement and to issue an Order in the form attached as Schedule "A".
5. The parties agree that the Agreement constitutes the entirety of evidence to be submitted to the Commission at the Settlement Hearing.
6. Staff agrees to recommend that the allegations acknowledged and admitted by the Respondent be resolved and disposed of in accordance with this Agreement.
7. The Parties acknowledge that this Agreement will become a public document upon its approval by the Commission at the Settlement Hearing.

PART III – STATEMENT OF AGREED FACTS

8. Staff and the Respondent agree with the facts and conclusions set out in this Part of the Agreement.
9. The Respondent is a resident of Halifax, Nova Scotia.

10. On April 13, 2007, the Respondent was issued a Form 1 Summons to a witness before a person appointed under section 27, 29, or 29E of the Act ("Summons").
11. The Summons stated that no person or company "without the consent of the Commission, shall disclose, except to that person's or company's counsel, any information or evidence obtained or the name of any witness examined or sought to be examined pursuant to section 27 or section 29."
12. The Respondent appeared before Commission Staff and answered questions pursuant to the Summons on April 26, 2007.
13. In or around June 2007, the Respondent swore an affidavit which was filed in a proceeding before the Nova Scotia Supreme Court ("Affidavit").
14. In the Affidavit, and without the consent of the Commission, the Respondent disclosed that he was examined by Commission Staff pursuant to the Summons, the details of the testimony he gave to Commission Staff, and the nature and content of the questions asked by Commission Staff.
15. By disclosing information and evidence obtained pursuant to section 27 of the Act without the consent of the Commission, the Respondent breached section 29A of the Act and acted in a manner which was contrary to the public interest.

PART IV – STATEMENT OF ALLEGATIONS ACKNOWLEDGED AND ADMITTED BY THE RESPONDENT

16. The Respondent acknowledges and admits that he violated section 29A of the Act.
17. The Respondent acknowledges that his actions were contrary to the public interest.
18. The Respondent admits the facts set forth in Part III herein and acknowledges that he violated the Act.

PART V - MITIGATING FACTORS

19. The Respondent acknowledges and accepts responsibility for his conduct which is the subject matter of this Agreement.
20. The Respondent cooperated with Staff's investigation of this matter.



PART VI – TERMS OF SETTLEMENT

21. The terms of settlement are set forth in the order contained in Schedule “A” to this Agreement which is expressly incorporated herein.
22. The Respondent consents to the order contained in Schedule “A”.

PART VII – COMMITMENTS

23. If this Agreement is approved and the Order as set out in Schedule “A” is granted, the parties agree to waive any right to a full hearing and judicial review and appeal of this matter.
24. If this Agreement is approved by the Commission, the parties will not in any way make any statement, public or otherwise, that is inconsistent with the terms of this Agreement.
25. If this Agreement is approved by the Commission, the Respondent agrees to abide by all terms of this Agreement as set out in the Order attached as Schedule “A”.
26. If, for any reason whatsoever, this Agreement is not approved, or the Order set forth in Schedule “A” is not granted by the Commission:
 - a. Staff and the Respondent will be entitled to proceed to a hearing of the allegations which are the subject matter of this Agreement unaffected by the Agreement or the settlement negotiations;
 - b. The terms of the Agreement will not be raised in any other proceeding or disclosed to any person except with the written consent of Staff and the Respondent or as may otherwise be required by law; and
 - c. The Respondent agrees that he will not raise in any proceeding the Agreement or the negotiations or process of approval thereof as a basis of any attack or challenge of the Commission's jurisdiction, alleged bias, appearance of bias, alleged unfairness or any other challenge that may otherwise be available.
27. If, in the view of Staff and prior to the approval of this Agreement by the Commission, there are new facts or issues of substantial concern regarding the facts set out in Part III of this Agreement, Staff will be at liberty to withdraw from this Agreement. Notice of such intention will be provided to the Respondent in writing. In the event of such notice being given, the provisions of paragraph 26 in this Part will apply as if this Agreement had not been approved in accordance with the procedures set out herein.



VIII DISCLOSURE OF SETTLEMENT AGREEMENT

28. Staff or the Respondent may refer to any or all parts of this Agreement as required by the General Rules of Practice and Procedure and in the course of the Settlement Hearing. Otherwise, this Settlement Agreement and its terms will be treated as confidential by all parties to it until approved by the Commission, and forever if, for any reason whatsoever, this settlement is not approved by the Commission.

IX EXECUTION OF SETTLEMENT AGREEMENT

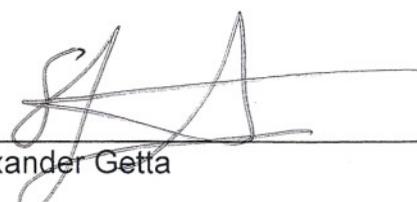
29. This Agreement may be signed in one or more counterparts that together shall constitute a binding agreement and a facsimile copy of any signature shall be as effective as an original signature.

Dated this 22 day of ~~March~~^{May} 2009.

SIGNED, SEALED AND DELIVERED
In the presence of:



Witness



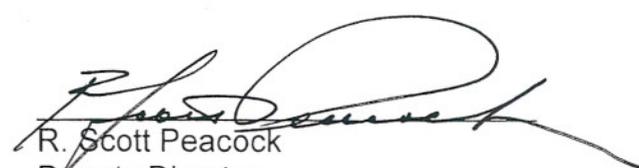
Alexander Getta

Dated this 26 day of ~~April~~^{May} 2009.

SIGNED, SEALED AND DELIVERED
In the presence of:



Witness

Staff of the Nova Scotia Securities
Commission


R. Scott Peacock
Deputy Director
Compliance and Enforcement
Nova Scotia Securities Commission

SCHEDULE "A"

IN THE MATTER OF THE SECURITIES ACT
R.S.N.S. 1989, CHAPTER 418, AS AMENDED ("Act")

- AND -

IN THE MATTER OF
ALEXANDER GETTA (the "Respondent")

ORDER
(Section 135)

WHEREAS on _____ the Nova Scotia Securities Commission ("Commission"), issued a Notice of Hearing to the Respondent pursuant to section 135 of the Act;

AND WHEREAS the Respondent entered into a settlement agreement with Staff of the Commission ("Staff") whereby it agreed to a proposed settlement of the proceeding, subject to the approval of the Commission;

AND WHEREAS Staff and the Respondent recommended approval of the settlement agreement;

AND WHEREAS the Commission is of the opinion that the Respondent has contravened the Act and it is in the public interest to make this Order;

AND UPON reviewing the settlement agreement;

AND UPON and upon hearing submissions of counsel for Staff and the Respondent;

IT IS HEREBY ORDERED that:

1. the settlement agreement dated _____, a copy of which is attached, is approved;
2. pursuant to section 135 of the Act that the Respondent pay an administrative penalty in the amount of two thousand five hundred dollars (\$2,500.00) forthwith.

DATED at Halifax, Nova Scotia, this _____ day of _____ 2009.

NOVA SCOTIA SECURITIES COMMISSION

