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Pre-authorized Contribution Agreement Investment Instructions

Group Retirement Savings Plan or Deferred Profit Sharing Plan (DPSP)

The Bank of Nova Scotia Trust Company Trustee

☐ New ☐ Change ☐ Cancel

Account Number

Advisor Code

Account Name

Registered Owner (Annuitant)

To: ScotiaMcLeod or ScotiaMcLeod Direct Investing, as indicated above (each a division of Scotia Capital Inc.) ("Scotia Capital")

Employer/Association Name

Type of Account

Name

Social Insurance Number

Address

City

Province

Postal Code

Investment Instructions¹ for Payroll Deductions

Note: If left blank, your payroll contributions will **not** be invested in any security, but rather left as "cash"

I hereby designate my employer/association named above as my agent to make contributions to this Scotia Capital Inc. (Scotia Capital) Group RSP or DPSP (the "Plan"), whether through payroll deduction or otherwise, and to otherwise assist in the administration of the Plan.

Scotia Capital shall have no obligation to give effect to any such direction until the 15th day after the receipt thereof by Scotia Capital and such direction shall have no effect on any amounts already received by Scotia Capital hereunder from or for the benefit of such participating employee.

Security/Mutual Fund Name	Security/Mutual Fund No.	%
Total		100%

Spousal Contributor* (If Applicable)

Name

Social Insurance Number

*For Spousal Plans Only

Note: For payroll deductions to a Spousal Plan, the employee must be the Contributor.

Is payroll deduction/PAC to be a spousal contribution?

☐ Yes ☐ No

If Yes, please provide % of contribution that is to be spousal

 %

Is spousal contribution to be applied to an existing Spousal Group RSP?

☐ Yes ☐ No

If Yes, Spousal Group account number

Signature

The undersigned client (the "Client") acknowledges having received, read and understood the terms and conditions of this agreement on the reverse side of this agreement.

Any changes to these investment instructions will require the completion of a new CA62 - Investment Instructions Group Retirement Savings Plan/DPSP Plan Form.

I agree to waive the right to receive individual trade confirmations for the pre-authorized purchase of my company's stock (if applicable) in my group payroll deduction account with ScotiaMcLeod.

The Client has expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; le client a expressément exigé que cette convention et tout autre contrat, document ou avis afférent soient en langue anglaise.

Signature

Date

¹The Scotia Capital trademark represents the corporate and investment banking businesses of The Bank of Nova Scotia, Scotia Capital Inc. and Scotia Capital (USA) Inc. - all members of the Scotiabank Group. Scotia Capital Inc. is a subsidiary of The Bank of Nova Scotia. Each of ScotiaMcLeod Direct Investing and ScotiaMcLeod is a division of Scotia Capital Inc., Member CIPF. ScotiaMcLeod Direct Investing does not provide advice or recommendations and investors are responsible for their own investment decisions.

TERMS AND CONDITIONS

In consideration of ScotiaMcLeod or ScotiaMcLeod Direct Investing, as indicated on page 1 (each a division of Scotia Capital Inc.) ("Scotia Capital") maintaining and operating an account (the "Account") for the purpose of Scotia Capital executing trades in securities on a pre-authorized basis for the Client as a result of the Client's participation in the Group Plan of the Client's employer or association, the Client hereby acknowledges and agrees that the terms and conditions under which the pre-authorized trades in securities will be executed are as follows:

1. Scotia Capital will execute trades in securities on behalf of the Client, including purchasing and selling or otherwise dealing in securities, in accordance with the Client's written statement of investment instructions (the "Investment Instructions") set out on the reverse side of these terms and conditions.
2. The Client agrees to inform Scotia Capital in writing of any change in the Investment Instructions in such written form as may be required by Scotia Capital from time to time. Scotia Capital will have no obligation to give effect to such change in Investment Instructions until the 15th day after receipt by Scotia Capital of the written notice of such change. The Client agrees to notify Scotia Capital in writing forthwith of any legal or contractual restrictions imposed on the Client with respect to trading in securities generally or in any specific security.
3. Scotia Capital will be fully protected in relying and acting upon the Investment Instructions in respect of any purchase, sale or exchange of any securities on behalf of the Client. Scotia Capital will act honestly and in good faith in executing trades in securities on a pre-authorized basis on behalf of the Client and the Client will indemnify and save harmless Scotia Capital from any losses, costs, claims, damages, liabilities and expenses arising from any act or omission by Scotia Capital except to the extent that such losses, costs, claims, damages, liabilities and expenses are caused by the gross negligence, dishonesty or wilful misconduct of Scotia Capital.
4. Scotia Capital will not place an order for any securities, including mutual fund securities, on behalf of any Client until there is sufficient cash in the Account to settle the trade for such securities. Scotia Capital may buy and sell securities on behalf of the Client in any manner it deems best and either for the Client separately or as part of larger transactions for the Client and other persons. Notwithstanding the Investment Instructions, Scotia Capital, in its discretion, will have the right not to execute an order for securities to the extent that Scotia Capital determines that such action is in the best interests of the Client.
5. Scotia Capital will not be required to recognize the agency of any Client unless it receives documentary evidence showing the existence of such agency satisfactory to Scotia Capital and thereafter from time to time, as Scotia Capital may determine, additional documentary evidence showing the continuance of such agency. Until such time as Scotia Capital receives documentary evidence satisfactory to Scotia Capital of the cessation or modification of any such agency, Scotia Capital will be entitled to rely upon the continuance of such agency and to deal with the agent as if such agent were the Client.
6. The Client authorizes the use of the Client's social insurance number by Scotia Capital for the purposes of operating and maintaining the Account.
7. These terms and conditions are in supplement of and not in substitution for the terms and conditions relating to the Account generally. The Account is subject to all such terms and conditions which are prevailing from time to time.
8. These terms and conditions shall enure to the benefit of and be binding upon the Client and Scotia Capital and their respective successors, assigns and legal representatives.