



Scotia Capital Inc.

ScotiaMcLeod Direct Investing  
ScotiaMcLeod  
TradeFreedom

  
  


CA 121

TFSA Account Number

Advisor Code

Account Name

## Tax-Free Savings Account (TFSA) and Group TFSA

Pre-Authorized Contribution and Investment Instructions Agreement

New

Change

Cancel

<b>Registered Owner (Account Holder)</b>	Name	
	Address	
	City	Postal Code
	Province	
Social Insurance Number		

### I hereby authorize Scotia Capital Inc. ("Scotia Capital"):

to debit my bank account identified under the Bank Information section below (the "Bank Account") for credit to my TFSA as follows:

**Authorized Amount:** \$ \_\_\_\_\_ **Start date:** \_\_\_\_\_

**A.**  **Frequency:**  1st of the month OR  15th of the month OR  bi-weekly (every second Thursday only)  
and  
to invest the amounts credited to my TFSA in accordance with the Investment Instructions below.

OR

**B.**  **Plan System Cash PAC Option\***  
Bank deductions monthly as follows:  
– For BNS accounts: 28th of the month.  
– For other major banks: 29th of the month.  
– For other financial institutions (credit unions, etc.): 29th of the month and forward as per each institution's processing schedule.

\*Amounts contributed will NOT be invested automatically. DO NOT complete *Investment Instructions* section below.

<b>Bank Information</b>	Bank Name	
	Bank Address	
Bank Institution Number	Bank Transit Number	Bank Account Number
0		
Type of Account: (choose one):	<input type="checkbox"/> Chequing (please attach a void cheque if available) OR <input type="checkbox"/> Savings	
Signature of <b>Joint</b> Bank Account Holder (if applicable)		

<b>Investment Instructions</b>	Mutual Fund Name	Mutual Fund Number	%
<b>Must be Canadian \$ denominated mutual funds only.</b>  <b>Note:</b> If left blank, your contributions will not be invested in any mutual fund, but rather left as "cash".  Please do NOT complete this section if you have completed Section "B" – Plan System Cash PAC Option.			

Total = 100%

### Signature

I acknowledge having received, read and understood the terms and conditions on page 2 of this agreement.  
I acknowledge that any changes to this agreement will require completion of a new Pre-Authorized Contribution and Investment Instructions Agreement.  
I have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language.  
Le soussigné a expressément exigé que cette convention et tout autre contrat, document ou avis afférent soient en langue anglaise.

Signature	Date
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### Terms and Conditions

1. I warrant that all persons whose signatures are required to sign on the Bank Account have signed this agreement.
2. I acknowledge that delivery of this agreement to Scotia Capital also constitutes delivery by me to the financial institution (the "Bank") noted under the Bank Information section of this agreement in order to authorize the debit from the Bank Account.
3. I acknowledge that the Bank branch at which I maintain the Bank Account is not required to verify that the payments are drawn in accordance with this agreement.
4. I hereby acknowledge and agree that I will be fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which I may be held accountable, and that this agreement may be rendered null and void at Scotia Capital's discretion without notice.
5. I acknowledge that amounts debited pursuant to this agreement will be reimbursed by the Bank only where notification is given by me to the Bank branch at which I maintain the Bank Account within 90 days of the debit and only under the following conditions:
  - (a) I never provided this agreement to Scotia Capital; or
  - (b) The pre-authorized debit was not drawn in accordance with this agreement; or
  - (c) This agreement was revoked; or
  - (d) The debit was posted to the wrong account due to invalid/ incorrect account information supplied by Scotia Capital

I understand that a written declaration setting out the grounds for reimbursement must be given to the Bank.
6. I acknowledge that I have no immediate entitlement to reimbursement on any debit 90 days after the debit is made. After 90 days has elapsed, all disputes with respect to debits will be resolved solely between me and Scotia Capital.
7. For accepting and complying with this agreement, I hereby waive notification of the aforementioned transactions and hereby ratify any and all such transactions heretofore and hereafter made. I assume full responsibility for ensuring contributions made pursuant to this agreement do not cause me to exceed my TFSA contribution limit as defined in *The Income Tax Act* (Canada). Scotia Capital shall have no liability or responsibility for any loss or damage suffered or incurred by me in connection with the debits contemplated by this agreement including, without limitation, any loss of interest, penalty under *The Income Tax Act* (Canada) or other losses or damages caused by, or resulting from complying with or any delay in complying with this agreement. I agree to indemnify and hold Scotia Capital harmless against, and will pay Scotia Capital promptly on demand for, any loss, liability and expense, including legal costs, suffered or incurred by Scotia Capital arising out of compliance with this agreement.
8. In consideration of Scotia Capital maintaining and operating the TFSA for the purpose of Scotia Capital executing trades in mutual funds on a pre-authorized basis, I hereby acknowledge and agree that the terms and conditions under which the pre-authorized trades in mutual funds will be executed are as follows:
  - (i) Scotia Capital will execute trades in mutual funds on my behalf, including purchasing and selling or otherwise dealing in mutual funds, in accordance with my written statement of investment instructions (the "Investment Instructions") set out on page 1 of this agreement.
  - (ii) I agree to inform Scotia Capital in writing of any change in the Investment Instructions by providing a completed new TFSA Pre-Authorized Contribution and Investment Instructions Agreement. 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. I agree to notify Scotia Capital in writing forthwith of any legal or contractual restrictions imposed on me with respect to trading in mutual funds generally or in any specific security/mutual fund.
  - (iii) 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 my behalf. Scotia Capital will act honestly and in good faith in executing trades in mutual funds on a pre-authorized basis on my behalf and I 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.
  - (iv) Scotia Capital will not place an order for any securities, including mutual fund securities, on my behalf until there is sufficient cash in the TFSA to settle the trade for such securities. Scotia Capital may buy and sell securities on my behalf in any manner it deems best and either for me separately or as part of larger transactions for me 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 to execute such order would not be in my best interests.
  - (v) I authorize Scotia Capital to use my social insurance number for the purposes of operating and maintaining the TFSA.
  - (vi) This agreement is in supplement of and not in substitution for the terms and conditions relating to the TFSA generally. The TFSA is subject to all such terms and conditions which are prevailing from time to time.
9. This agreement and the indemnities herein contained is a continuing one and shall remain in full force and effect unless revoked by me by prior written notice addressed and delivered to Scotia Capital, but such revocation shall not affect any liability resulting from, or the waiver of liability and indemnity relating to transactions initiated prior to such revocation. Revocation of this agreement will not alter any agreement existing between us. This agreement is not effective until accepted by Scotia Capital head office. This agreement shall enure to the benefit of and be binding upon me and Scotia Capital and our respective successors, assigns and legal representatives.