# Account application

Corporations
Partnerships
Associations
Sole proprietorships
Investment clubs

**Direct Investing** 



## SCOTIAMCLEOD DIRECT INVESTING NON-PERSONAL ACCOUNT

ORDER EXECUTION ONLY ACCOUNT

## **ACCOUNT APPLICATION PROCESS**

## 1. Complete the application as follows:

- Information about the organization and type of account (pages 2 to 4)
- Information about individuals with trading authority or who will guarantee the account (pages 5 to 7)
- Sign the customer agreement (page 8)

A ScotiaCard™ is required for Trading Authorities to access this ScotiaMcLeod Direct Investing account online. If a Trading Authority does not have a ScotiaCard, one will be forwarded to them.

## 2. Attach additional documents as required

FOR A TRADING AUTHORITY:		FOR AN INVESTMENT CLUB:	
☐ Trading Authorization Form	#1921711	☐ A copy of the Club's Constitution	
(Complete the agreement which		and/or	
corresponds to your organization type)			
FOR A CORPORATION/PERSONAL HOLDING COMPANY		☐ A copy of the Minutes of Appointment	
A copy of the Articles of Incorporation		FOR ENTITIES ORGANIZED IN THE U.S. OR IF ANY PARTNE	RS, MEMBERS,
Annual filing of Certificate of Corporate S	tatus	A W9 Form for U.S. taxation purposes	#841 1018
☐ Guarantee Form	#873 7317		#0+1 TOTC
(included on page 9 in this application)		FOR A CORPORATION, PERSONAL HOLDING CO., PARTNER	RSHIP,
A personal guarantee is required for a Co	rporation.	LIMITED PARTNERSHIP OR INVESTMENT CLUB:	
Certificate of Notary Public (Alberta only)	#873 3910	<ul><li>Declaration of Beneficial Ownership (included on page 11 in this application)</li></ul>	#820 1164
FOR A PARTNERSHIP:			
Certificate of Registration		IF YOU ARE TRANSFERRING MONIES OR SECURITIES TO S	COTIAMCLEOD
		DIRECT INVESTING FROM ANOTHER INSTITUTION:	
FOR AN ASSOCIATION:		☐ Transfer Authorization for Non-Registered	
Certificate of Registration		Investments Form	#1962116
A copy of the Minutes of Appointment		-	
FOR A SOLE PROPRIETORSHIP:			
Certificate of Registration			

- **3. For regulatory purposes,** attach a legible photocopy of one piece of identification\*; and if the following persons do not have a Scotiabank account, a personal cheque for deposit drawn on a Canadian financial institution in the amount of \$1.00 is also required:
  - For each Trading Authority. As secondary identification verification we are required to confirm that each Trading Authority has a Credit Bureau history extending back more than six months. If you do not meet this requirement your photo identification must be physically verified by Scotiabank branch personnel.
  - For a Partnership, each Partner
  - For a Sole Proprietorship, the Owner
  - For an Investment Club, each Member
  - For a Corporation, each Officer/Authorized Person/Controlling Beneficial Owner
  - A cheque for \$1.00 drawn on the organization is also required for deposit
  - \*Only a valid driver's licence, passport, provincial health insurance card (except ON, MB, PEI), Canadian citizenship card, birth certificate (if under the age of 21), permanent residence card, Canadian Forces identification card or age of majority card are acceptable forms of identification.
- **4. Sign the application** including additional documentation, and either drop off at your local Scotiabank branch or mail to: **ScotiaMcLeod Direct Investing**

P.O. Box 603

Scarborough, ON M1K 5C5

**5. We will contact** the designated contact person upon review of this application. Approved applicants will receive a welcome kit in the mail.

Call 1 800 263-3430 if you have any questions. All forms are available online at www.scotiamcleoddirect.com and at your local Scotiabank branch.

In this application, the terms you, your and I, refer to the customer; and the terms we, our, and us, refer to ScotiaMcLeod Direct Investing, a division of Scotia Capital Inc. These terms, however, do not apply to the Shareholder Communication Instructions in this application, as prescribed by National Instrument 54-101, adopted by the Canadian Securities Administrators.

## YOUR ACCOUNT COVERAGE

ScotiaMcLeod Direct Investing is a division of Scotia Capital Inc. Scotia Capital Inc. is a separate but wholly-owned subsidiary of The Bank of Nova Scotia. Cash and securities held in or sold through your ScotiaMcLeod Direct Investing account, are not insured by The Bank of Nova Scotia, Canada Deposit Insurance Corporation or any other government deposit insurer.

CIPF

Customers' accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of coverage is available upon request.

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## INFORMATION ABOUT THE ORGANIZATION

Please note that ScotiaMcLeod Direct Investing does not provide recommendations to you and does not accept any responsibility to advise you on the suitability of any of your investment decisions or transactions. You are responsible for your investment decisions, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider your financial situation, investment knowledge, investment objectives and risk tolerance when processing orders placed by you.

placed by you.			
ORGANIZATION'S FUL	L NAME		
TYPE OF BUSINESS			
COMPANY / CORPOR	RATION	PARTNERSHIP	
	G COMPANY OR NON-OPERATING PRIVATE COMPANY		
ASSOCIATION		SOLE PROPRIETORSHIP	
STREET ADDRESS/LEG	GAL ADDRESS (ADDRESS CANNOT BE A POST OFF	CICE BOX) C/O	
CITY	PROVINCE	POSTAL CODE	
DESIGNATED CONTAC	T PERSON BUSINESS PHONE NUMBER	EXT.	
MAILING ADDRESS IF	DIFFERENT FROM ABOVE		
CITY	PROVINCE	POSTAL CODE	
FINANCIAL INFO	ORMATION		
GROSS ANNUAL INCO	ME/REVENUE FROM ALL SOURCES		
\$			
ESTIMATED NET WOR	TH OF ENTITY		
Net Liquid Assets	A	(Cash and securities minus current liabilities	;)
Net Fixed Assets	B	(Fixed assets minus loans outstanding again	ıst fixed assets)
Total Net Worth	(A +	B)	
HOW DID YOU	HEAR ABOUT US?		
SCOTIABANK BRANCH	PERSONAL REFE	ERRAL NEWSPAPER / MAGAZINE AD	
STATEMENT ENCLOSUR	RE OR OTHER MAIL INTERNET	OTHER, SPECIFY	
What is your languag	ge preference for telephone customer ser	vice?	
☐ ENGLISH ☐ FRENCH	A CANTONESE MANDARIN		
INFORMATION	<b>REQUIRED BY SECURITIES REC</b>	GULATORS AND COMPLIANCE	
	red to be an Insider (as defined in a Provi	ncial Securities Act)	
of any public compar			☐ YES ☐ NO
IF YES, WHAT IS THE NA	AME OF THE COMPANY(IES)?		
Is this entity in a con	trol position (as defined in a Provincial Se	ecurities Act) of any public companies?	☐ YES ☐ NO
IF YES, WHAT IS THE NA	AME OF THE COMPANY(IES)?		
Does anyone else oth	ner than the entity and its owners have a	financial interest in this account?	☐ YES ☐ NO
IF YES, ENTER THE NAM	ле(S) Here		
Does this entity own	any other accounts with ScotiaMcLeod [	Direct Investina?	YES NO
,	•		
			☐ YES ☐ NO
-	any accounts with another securities firm		∟ YES ∟ NO
	AME OF THE SECURITIES FIRM?		
	ered Charity/Non Profit Organization?		☐ YES ☐ NO
IF YES, DO YOU SOLICI	T CHARITABLE DONATIONS FROM THE PUBLIC	.?	☐ YES ☐ NO

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## **BANKING INFORMATION**

Banking information is required by Securities Regulators. Please enter the entity's bank account information in the white boxes below. In addition, this bank account may be used for transfers to and from your ScotiaMcLeod Direct Investing Account (e.g. trade payment, settlement proceeds, pre-authorized contributions etc.). Only Scotiabank U.S. dollar bank accounts are eligible for transfers in U.S. currency.

Your Name						Cheque No.
Your Addres	SS			DΔTF		•
DAY TO THE				DAIL	\$	<del></del>
PAY TO THE _ ORDER OF					ֆ	
_					/100 D0	OLLARS
Banking Instit	tution Name					
Branch Addre	ess estatement					
MEMO						
Cheque No.	Branch Transit No.	Bank Institution No.	Bank Account No.		Type of Account	Currency
###					☐ Chq ☐ Svgs	CDN U.S.
ΔRF ΔΝ	D MANAGEMEN	IT OF YOUR A	CCOUNT (NOT APPLICABLI	E TO TRADING /	\	
			to help provide you with			ntire relationshin
			ccess to the resources of t			
ranch, or o	n the Internet. By ind	icating your conse	nt below you allow us to	share your i	nformation in ad	cordance with the
			is not a condition of doinsting or a Scotiabank bran			
•	,	icteod Direct inves	sung of a Scotlabank bran	icn. $\square$	i consent 🗀 i	do not consent
TPE OF	ACCOUNT					
_	DUNT - ACCOUNT MUST HA					
	CCOUNT - ALLOWS YOU TO DRT SELLING?	ES NO	ASSELS IN AONK ACCOOM!			
	TIONS TRADING?		'es, what strategies do you in	ITEND TO FOLLO	DW?	
			COVERED CALLS	NAKED		
			PURCHASING PUTS AND CALLS	☐ NAKED	CALLS	
			SPREADS			
	D USE FOR THIS					
_	intended use for this	account?	1			
	M INVESTMENT		RETIREMENT PLANNING			
INCOME GE	1 INVESTMENT		ESTATE/TAX PLANNING CUSTODY OF SECURITIES			
SAVINGS			OTHER			
SETTLEM	ENT INSTRUCTION	ONS				
n which cur	rency would you pref	er to settle your tr	ansactions?			
CDN\$	U.S.\$ THE C	URRENCY OF THE MARK	KET IN WHICH THE SECURITY WA	S TRADED.		
NITIAL D	EPOSIT					
What is the	APPROXIMATE DOLLAR	AMOUNT OF YOUR	NITIAL DEPOSIT FOR THIS AC	COUNT?		
	R REQUESTS					
		ssets from another	financial institution?			☐ YES ☐ NO
-	-		ON-REGISTERED INVESTMEN	TS FORM		
•			unt transfer asset value			
	RECORDS ENRO					
			ading summaries, trade co	nfirmations	and regulatory n	natorials
			version by enrolling in Sci			
			g Scotia eRecords, you wil			
	elivery through Scotia		-	•		
Nould you li	ike to enroll in Scotia	eRecords?	YES NO			
Select the do	ocuments you would I	ike to receive elect	tronically.			

STATEMENTS ANNUAL TRADING SUMMARIES TRADE CONFIRMATIONS & MUTUAL FUND PROSPECTUSES

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## SHAREHOLDER COMMUNICATION INSTRUCTIONS

PART 1 - DISCLOSUF	RE OF BENEFICIAL OWNERSHIP INFORMATION
☐ I DO NOT OBJECT☐ I OBJECT	to the disclosure of my name, electronic mail address, securities holdings and preferred language of communication (English or French) to issuers of securities held with you and to other persons or companies in accordance with securities law. I understand that by objecting to the disclosure of my account information noted above to issuers of securities that I hold with you, certain materials may still be required by law to be sent to me, and that I may have to pay the costs of having these materials provided to me.
□ I WISH □ I DO NOT WISH	to disclose my email address to security issuers, for the electronic delivery of securityholder materials to me. My email address will be as I have indicated on page 5 or:
PART 2 - RECEIVING	SECURITYHOLDER MATERIALS
☐ I WANT	to receive ALL securityholder materials sent to beneficial owners of securities.
I DECLINE	to receive ALL securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.)
☐ I WANT	to receive ONLY proxy-related materials that are sent in connection with a special meeting.
	<b>Important Note:</b> These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.
PART 3 - PREFERRED	LANGUAGE OF COMMUNICATION
ENGLISH/FRENCH	My preferred language of communication is:
	I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.
OTHER INTERE	EST IN THIS ACCOUNT
Will this account be	e used to conduct business on behalf of an entity other than the named entity?

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INFORMATION A	BOUT THE TRADING A	UTHORITY		
SCOTIACARD NUMBER		MOTHER'S MAIDEN SURNAME		Please provide your ScotiaCare
453				number if you have one. We require your Mother's
TITLE FIRST NAI	ME	INITIAL LAST NAME		Maiden Surname for future
				identification purposes.
DATE OF BIRTH (MM/DD/	YYYY)	COUNTRY OF CITIZENSHIP		
				*If U.S. citizen or U.S.
SOCIAL INSURANCE NUN	ABER (Required for online account a	access) SSN / TIN*		dual citizen Social Security  Number (SSN) required.
RESIDENTIAL ADI	DRESS			
STREET ADDRESS/LEGAL	ADDRESS (ADDRESS CANNOT BE A	POST OFFICE BOX)	APT/SUITE NO.	
ADDITIONAL ADDRESS II	NFORMATION			
CITY	PROVINCE	POSTAL CODE		
HOME PHONE NUMBER		BUSINESS PHONE NUMBER	EXT.	
CELL BUONE NUMBER		l l		
CELL PHONE NUMBER		PAGER NUMBER		
FAX NUMBER		PRIMARY EMAIL ADDRESS		
1			☐ HOME ☐ BUSINESS	
Which number would you BUSINESS HOME	ou prefer we use to contact yo	ou during market hours?		
<b>EMPLOYMENT IN</b>	FORMATION			
EMPLOYMENT STATUS	□ EMPLOYED □ RETIRED □ ST	rudent Self-employed Homemaker NC	T WORKING OTHER	If retired, we require previous employment information.
EMPLOYER				
POSITION		YEARS WITH THIS EMPLOYER		
EMPLOYER'S ADDRESS				
CITY	PROVINCE	POSTAL CODE		
Are you employed by th	ne Scotiabank Group?		☐ YES ☐ NO	
IF YES, SPECIFY.				
Are you an Insider of So by Scotiabank's Complia		lvised that you are a Designated Person	YES NO	
Are you or members of Member firm (Pro)?	your household employed by	an IDA (Investment Dealers Association)	YES NO	
	s may apply to accounts for er	mployees of firms in the securities industry		

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## FINANCIAL INFORMATION HAVE YOU OWNED OR TRADED? Select your level of knowledge. MUTUAL FUNDS □ LOW □ MODERATE □ HIGH □ LOW □ MODERATE □ HIGH FIXED INCOME (OTHER THAN CSBs) ☐ STOCKS ☐ LOW ☐ MODERATE ☐ HIGH MARGIN LOW MODERATE HIGH OPTIONS ☐ LOW ☐ MODERATE ☐ HIGH □ LOW □ MODERATE □ HIGH SHORT SALES OVERALL INVESTMENT EXPERIENCE UOW MODERATE HIGH INFORMATION REQUIRED BY SECURITIES REGULATORS AND COMPLIANCE Are you or your spouse considered to be an Insider (as defined in a Provincial Securities Act) YES NO of any public companies? IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? Are you, or your spouse, singularily, or as part of a group, in a control position YES NO (as defined in a Provincial Securities Act) of any public companies? IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? Are you, or your spouse an employee, Director, Partner or Officer of a member YES NO of any Stock Exchange, IDA Member firm or of a Stock Exchange itself? IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? YES NO Do you own, or have trading authority or an interest in another ScotiaMcLeod Direct Investing Account? IF YES, WHAT IS THE ACCOUNT NUMBER(S)?\_ YES NO Do you own, or have trading authority over any other accounts with another securities firm? IF YES, WHAT IS THE NAME OF THE SECURITIES FIRM(S)? BANKING INFORMATION (OPTIONAL) Please enter your primary bank account details in the white boxes below. This information can be found on most cheques. Your Name Cheque No. Your Address DATE 1\$ PAY TO THE ORDER OF /100 DOLLARS Banking Institution Name Branch Address MFMO Branch Transit No. Bank Institution No. Bank Account No. Type of Account Currency Cheque No. ☐ Chq ☐ Svgs ☐ CDN ☐ U.S. ###

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WAKITA	L SIAIUS				
SINGLE	☐ MARRIED ☐ COMMON LAW ☐	DIVORCED	TED WIDOWED		
INFORM	IATION ABOUT YOUR SPO	DUSE			
TITLE	FIRST NAME	INITIAL	LAST NAME		
EMPLOYME	ENT STATUS				
EMPLOYE	D RETIRED STUDENT SELF	F-EMPLOYED HOMEMAKER	☐ NOT WORKING	OTHER	
EMPLOYER					
POSITION					
	ICATION REQUIREMENTS				
TYPE OF ID  DRIVER'S	ENTIFICATION DOCUMENT (SELECT LICENCE PROV. HEALTH INSURANCE CARD (EXCEPT ON, MB, PEI)	CANADIAN	BIRTH CERTIFICATE (IF UNDER AGE 21)	AGE OF MAJORITY	PASSPOR
IDENTIFICA	TION DOCUMENT NUMBER				
INFORM	IATION ABOUT THE GUAF	RANTOR			
TITLE	FIRST NAME	INITIAL	LAST NAME		
STREET ADI	DRESS/LEGAL ADDRESS (ADDRESS CAN	NNOT BE A POST OFFICE BOX)			
CITY	PROVINCE	POSTAL (	CODE		
,	existing ScotiaMcLeod Direct Inves	sting client?			YES NO
	T IS THE ACCOUNT NUMBER?				
	arantee other ScotiaMcLeod Direct	Investing accounts?			☐ YES ☐ NO
IF YES, WHA	T IS THE ACCOUNT NUMBER(S)?				



## Order Execution Only Account

## **CUSTOMER AGREEMENT** BY SIGNING, I CONFIRM THAT:

- All of the information in this application is complete and accurate and I will promptly send written notice to ScotiaMcLeod Direct Investing of any significant changes in this information. I verify that all photocopies of identification submitted with this application are true copies of identification of each Trading Authority, Partner, Member, Director or Sole Owner or Beneficial Owner of greater than 10% of the Legal Entity.
- 2. I have read, understand, and agree to the terms of Your Account Agreement and the other sections in the Terms and Conditions brochure that apply to this account.
- For a Legal Entity, I will provide a cheque for deposit drawn on the organization. For each Trading Authority, Partner, Member, Officer/Authorized Person, Sole Owner or any Beneficial Owner who owns greater than 10% of the Legal Entity who does not have a Scotiabank account, I agree to provide a cheque for deposit drawn against their own account from a Canadian financial institution to satisfy Canadian Money Laundering requirements.
- My shareholder communication instructions are to be followed. I understand that these elections apply to all securities held in this account.
- ScotiaMcLeod Direct Investing may debit or credit the Legal Entity's account to settle trades, as I instruct, on a trade-bytrade basis
- ScotiaMcLeod Direct Investing reserves the right to restrict or limit trading activity in this account at any time without notice to me. ScotiaMcLeod Direct Investing may close this account if all required documentation in complete form is not received within two weeks of opening my account.
- United States Withholding Tax-Limitation on Benefits Treaty Statement ("Treaty") I/we meet all provisions of the Treaty that are necessary to claim a reduced rate of withholding, including any limitation on benefits provisions, and I/we derive the U.S. source income within the meaning of section 894 of the Code, and the regulations thereunder, as the beneficial owner(s). Refer to the Terms and Conditions brochure for complete details.

### ACKNOWLEDGEMENT

I acknowledge that ScotiaMcLeod Direct Investing does not provide recommendations to me and does not accept any responsibility to advise me on the suitability of any of my investment decisions or transactions. I acknowledge that I am responsible for my investment decisions, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider my financial situation, investment knowledge, investment objectives and risk tolerance when processing orders placed by me.

I acknowledge that Scotia Capital Inc.\* is a separate entity from The Bank of Nova Scotia. Unless otherwise advised, securities purchased from or through Scotia Capital Inc. (a) are not insured by a government deposit insurer, (b) are not guaranteed by a Canadian financial institution, and (c) may fluctuate in value.

SIGNATURE(S)

AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)	AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)
IF YOU ARE APPLYING FOR MARGIN TRA	ADING, YOU MUST ALSO SIGN H	ERE	<u>'</u>
I am aware of the risks involved it to the terms and conditions of m		m willing to take those risks. I ha thin the Terms and Conditions br	
SIGNATURE(S)			
AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)	AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)
IF YOU ARE APPLYING FOR OPTION TRA	DING, YOU MUST ALSO SIGN HE	RE	I

I am aware of the risks involved in options trading and am willing to take those risks. I have read, understand and agree to the terms of the Risk Disclosure Statement and Your Options Trading Agreement contained within the Terms and Conditions. SIGNATURE(S)

AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)	AUTHORIZED SIGNATORY	DATE (MM/DD/YYYY)

## **CUSTOMER IDENTIFICATION REQUIREMENTS**

We are required to verify your identity. Please forward a legible photocopy of one piece of identification and if the following persons do not have a Scotiabank account, a personal cheque for \$1.00 deposit drawn on a Canadian financial institution for each Trading Authority, Partner, Member, Officer/Authorized Person, Sole Owner or any Beneficial Owner who owns greater than 10% of the Legal Entity. Only the following identification is acceptable:

☐ Driver's Licence	☐ Passport
☐ Age of Majority Card	Provincial Health Insurance Card (except ON, MB, PEI)
Canadian Citizenship Card	☐ Birth Certificate (under age 21)

FOR BRANCH USE			FOR SCOTIAMCLEOD DIRECT INVEST	STING USE	
Name of Officer		Employee Number	Manager	Date	
Telephone Number	Transit #		DROP	Date	
			COMMENTS		AMO

ACCOUNT APPLICATION



## **GUARANTEE**

FOR VALUABLE CONSIDERATION the undersigned (herein called the "Guarantor") hereby personally guarantees payment to Scotia Capital Inc. (herein called the "Member"), forthwith after demand therefor as hereinafter provided, of all present and future debts and liabilities of the second undersigned (herein called the "Guaranteed Party") to the Member.

**Note:** For Alberta Residents, a Guarantee - Certificate of Notary Public (CA5B) is required.

## PLEASE PRINT FULL LEGAL NAME OF ACCOUNT HOLDER

# SCOTIAMCLEOD DIRECT INVESTING ACCOUNT NUMBER

AND the Guaranteed Party and the Guarantor agree that:

- 1. The Guarantor shall not be released nor the Guarantor's liability hereunder limited or lessened by the Member granting time, taking or giving up securities, accepting compositions, granting releases or discharges or otherwise dealing with the Guaranteed Party or other parties or securities nor by any other thing whatsoever, either of a like nature to the foregoing or otherwise, whereby as guarantor only the Guarantor would or might be discharged.
- 2. The Member shall not be bound to exhaust its recourse against the Guaranteed Party or other parties or any securities the Member or the Guaranteed Party may hold before being entitled to payment from the Guarantor of the amount hereby guaranteed.
- 3. This Guarantee shall be good notwithstanding any change or changes in the name of the Guaranteed Party or, if the Guaranteed Party be a Partnership, any change or changes in the Members of the Partnership by death or by the retirement of one or more of the Partners or by the introduction of one or more other Partners.
- 4. This shall be a continuing Guarantee and shall cover all debts and liabilities of the Guaranteed Party to the Member from time to time and shall apply to and secure any ultimate balance due or remaining unpaid to the Member and shall be binding as a continuing security on the Guarantor until receipt by the Member of written notice from the Guarantor (or the executors or administrators of the Guarantor) to make no further advances or extensions of credit on the security of this Guarantee; upon receipt by the Member of such notice this Guarantee shall not apply to any debts or liabilities of the Guaranteed Party to the Member thereafter incurred. The account of the Guaranteed Party and any assets held therein shall be restricted until such time as the debts and liabilities of the Guaranteed Party are satisfactorily discharged or until an alternative Guarantor acceptable to the Member enters into a written Guarantee Agreement on behalf of the Guaranteed Party.
- 5. The Guarantor shall make payment to the Member of the amount of the liability of the Guarantor hereunder forthwith after demand therefor is made in writing and such demand shall be deemed to have been made when delivered or mailed, postage prepaid, in an envelope addressed to the Guarantor at the Guarantor's address set forth below or to such other address of which from time to time the Guarantor shall advise the Member in writing.
- 6. All securities, cash, coins, commodities, contracts for the future delivery thereof, commodity options and forward commodity and foreign exchange contracts, held or carried by the Member for the account of the Guarantor, shall be pledged and shall be maintained as collateral security for the payment of any debts and liability of the Guaranteed Party to the Member to the extent of the liability of the Guarantor hereunder.
- 7. The Guaranter and the Guaranteed Party acknowledge, and the Guaranteed Party specifically consents to the Guaranter receiving at the Member's discretion copies of the Guaranteed Party statement of account as generated.
- 8. The Member shall have no obligation to provide the Guarantor with any information concerning the relationship and dealings between it and the Guaranteed Party. The Guarantor acknowledges that the extent of the Guarantor's responsibility under the Guarantee will fluctuate, and that such responsibility is not limited.
- 9. The Guarantor acknowledges having had an opportunity to consider whether to seek independent legal advice before delivering this Guarantee to the Member and that the Member recommended that the Guarantor do so. The Guarantor acknowledges having read and understood the terms and conditions of this Guarantee before signing and delivering it.
- 10. If the Guarantor is a spouse of the Guaranteed Party, the Guarantor is advised to seek independent legal advice before executing this Guarantee and, by execution of this Guarantee, the Guarantor either acknowledges having received independent legal advice or acknowledges being urged to seek independent legal advice although the Guarantor has declined to do so.
- 11. This instrument is in addition and supplemental to all other Guarantees held or which may hereafter be held by the Member and shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Member and the Guarantor.

## If this Guarantee is for residents of Quebec, the following apply:

12. Personal Information (for individuals only). The Guarantor hereby consents to the Member collecting personal information about the Guarantor from third persons such as personal information agents, present and past employers, personal and credit references, credit reporting agencies, a credit bureau, advertising agencies, collection agencies, and any person or corporation with whom the Guarantor has or may have financial relations and to the release by third parties to Member of such information. The Guarantor also consents to the disclosure by the Member of personal information to third persons including personal information agents, creditors, persons to whom the Guarantor has applied for credit, financial

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institutions, collection agencies, bailiffs, marketing and advertising agencies, credit reporting agencies, a credit bureau or any person or corporation with whom the Guarantor has or may have financial relations or any supplier of services relating to the account or to any other person to whom the Member deems it necessary for the purpose of fulfilling the object of the file created by the Member under the name of the Guarantor. The Guarantor acknowledges that it understands the consequences of giving such a consent, which is given freely and will be valid and irrevocable for so long as it is needed in order to achieve the object of the file.

The object of the file maintained on the Guarantor is to assist the Member in: (i) making its decision with respect to this Guarantee and (ii) monitoring, evaluating, servicing and collecting indebtedness owing to the Member. The personal information in this file will be used to make any relevant decisions in order to achieve the object of the file and will be made available only to the Member's employees who require it for the performance of their duties. The file will be kept at the address of the Member as indicated from time to time to the Guarantor. The Guarantor has the right to access the file and rectify any personal information in the file which may be obsolete or incorrect. To exercise the right of access and rectification, please attend the designated office of the Member, or write to the Member, and the information in the file will be provided.

13. This Guarantee shall be governed by, and construed in accordance with, the laws of the Province of Quebec. This Guarantee shall not be deemed to create any right in any person except as provided herein and shall inure to the benefit of the successors and assigns of the Member and all obligations of Guarantor shall be binding upon the successors, assigns, heirs, executors, administrators and legal personal representatives, as the case may be, of Guarantor. This Guarantee constitutes the entire agreement of Guarantor and the Member relative to the subject matter hereof. No modification of, or supplement to, this Guarantee shall bind the Member unless the same is in writing and is signed by an authorized officer of the Member. In the event that any part of this Guarantee is declared invalid, illegal or unenforceable, then the remaining terms, clauses and provisions of this Guarantee shall not be affected by such declaration and all of the remaining clauses of this Guarantee shall remain valid, binding and enforceable. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with the court in the event of a receivership or bankruptcy of the Guaranteed Party, protest or notice with respect to the Guaranteed Party's obligations and all demands whatsoever and covenants that the obligations of the Guarantor will not be discharged, except by complete performance of the obligations contained herein. The parties acknowledge that they have required that this agreement and all related documents be drawn up in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

## If the Guarantor is an individual, this document must not be signed under Corporate Seal.

SIGNATURE OF GUARANTEED PARTY	DATE (MM/DD/YYYY)
NAME OF GUARANTEED PARTY (PLEASE PRINT)	
GUARANTEED PARTY'S ACCOUNT NO.(S)	
SIGNATURE OF GUARANTOR	DATE (MM/DD/YYYY)
	'
NAME OF GUARANTOR (PLEASE PRINT)	
GUARANTOR'S ACCOUNT NO.(S)	

**Note**: For Guarantee relationships involving multiple parties please attach appropriate number of forms.

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## DECLARATION OF BENEFICIAL OWNERSHIP AND DIRECTOR(S) IN A CORPORATION OR SIMILAR ENTITY

Advisor approval

This declaration is required unde	r regulation 1300.1	I and Bill C-25 of the	e Investment Dealers Associa	ition of Canada	
ACCOUNT NAME					
We confirm that our account i	s for a $\square$ corpora	TION D PERSONAL HOLE	DING COMPANY   PARTNERSHIP	LIMITED PARTNERSHIP   1	
Other (describe here):  Does any natural person or en	ntity have a great	or than 10% direct	or indirect ownership into	rost in this assount?	
Please respond by checking only				est in this account?	
(a) NO - If no, complete Pa	art 2 only.				
(b) YES - Ownership intere			DIVIDUALS ONLY. PART 2. Please sign and dat	a the cortification below	
<b>NOTE:</b> The regulatory requirement			•		est in the account
			ntity and assigning <u>ownershi</u>		
(c) YES - Ownership intere					
			s declaration, we will forwa wnership structures, please a		
PART 1			, , , , , , , , , , , , , , , , , , ,		
INDIVIDUALS for (b) abo	ove holding a	greater than 10	0% direct or indirect	ownership intere	st in this account
1. First name and middle initial:	<u></u>	<u> </u>	Last name:		70 III UIII UUUUUU
Home address:					
Cit			Total Constitution		
City:	Province:	Postal Code:	Citizen of ☐ CAN ☐ USA <sup>2</sup> ☐ OTHER -	Ownership I	nterest %
¹Evidence attached? NO			Occupation:	Employer:	
YES - List Document Type:  Describe class of shares held or othe		rence no:			Director of legal entity \( \square\) NO
Describe class of strates field of ottle	i ownership interest i	in the above entity.			YES
Are you a ☐ deemed insider or ☐ o	controlling sharehold	er of a publicly traded o	corporation or other entity?	No ☐ Yes - If yes, enter the	company names here:
<b>2.</b> First name and middle initial:			Last name:		
Home address:					
City:	Province:	Postal Code:	Citizen of ☐ CAN ☐ USA <sup>2</sup>	Ownership I	nterest %
¹Evidence attached?  NO			Occupation:	Employer:	
YES - List Document Type:	refe	rence no:	Occupation.	Linployer.	
Describe class of shares held or othe	r ownership interest i	n the above entity:			Director of legal entity NO
					☐ YES
Are you a ☐ deemed insider or ☐ o	controlling shareholde	er of a publicly traded o	corporation or other entity?	No ☐ Yes - If yes, enter the	e company names here:
DART 2					
PART 2 Provide the name and occupat	tion of all director	s not indicated in F	Part 1		
Name of Director	Jon or all director	3 not malcated in i	Occupati	on	
Name of Director			Occupati	JII	
<sup>1</sup> Attach or forward evidence do append additional CA100A for		th a photocopy of C	A100A. Where there are mo	ore owners or directors	than will fit in the above space
<sup>2</sup> Individuals above who are also U		U.S. dual citizens) mus	st complete CAW9 Request for	Taxpayer Identification N	umber and Certification.
The undersigned certify that the abo					
ownership interest, directly or in documents for authorized persons					
will maintain accurate up-to-dat	te information resp	ecting all beneficial o	wners and director(s) by not	ifying Scotia Capital Inc. of	material changes. We also agre
to provide confirmation and up-to-					
Authorized person for this account	t - print name of office	er Print your title	: CEO, President, Secretary etc.	Signature	Date (MM/DD/YYYY)

BM approval

Date (MM/DD/YYYY)

RM approval

## **Direct Investing**

