

Account application

Corporations
Partnerships
Associations
Sole proprietorships
Investment clubs

Direct Investing



TM



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:

- Trading Authorization Form #1921711
(Complete the agreement which corresponds to your organization type)

FOR A CORPORATION/PERSONAL HOLDING COMPANY

- A copy of the Articles of Incorporation
 Annual filing of Certificate of Corporate Status
 Guarantee Form #873 7317
(included on page 9 in this application)
A personal guarantee is required for a Corporation.
 Certificate of Notary Public (Alberta only) #873 3910

FOR A PARTNERSHIP:

- Certificate of Registration

FOR AN ASSOCIATION:

- Certificate of Registration
 A copy of the Minutes of Appointment

FOR A SOLE PROPRIETORSHIP:

- Certificate of Registration

FOR AN INVESTMENT CLUB:

- A copy of the Club's Constitution

and/or

- A copy of the Minutes of Appointment

FOR ENTITIES ORGANIZED IN THE U.S. OR IF ANY PARTNERS, MEMBERS, OR SOLE OWNER HAVE U.S. CITIZENSHIP:

- A W9 Form for U.S. taxation purposes #841 1018

FOR A CORPORATION, PERSONAL HOLDING CO., PARTNERSHIP, LIMITED PARTNERSHIP OR INVESTMENT CLUB:

- Declaration of Beneficial Ownership #820 1164
(included on page 11 in this application)

IF YOU ARE TRANSFERRING MONIES OR SECURITIES TO SCOTIAMCLEOD DIRECT INVESTING FROM ANOTHER INSTITUTION:

- Transfer Authorization for Non-Registered Investments Form #1962116

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
- 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) 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.

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.





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.

ORGANIZATION'S FULL NAME

TYPE OF BUSINESS

- | | |
|--|--|
| <input type="checkbox"/> COMPANY / CORPORATION | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> PERSONAL HOLDING COMPANY OR NON-OPERATING PRIVATE COMPANY | <input type="checkbox"/> INVESTMENT CLUB |
| <input type="checkbox"/> ASSOCIATION | <input type="checkbox"/> SOLE PROPRIETORSHIP |

STREET ADDRESS/LEGAL ADDRESS (ADDRESS CANNOT BE A POST OFFICE BOX)

C/O

| | | |
|------|----------|-------------|
| CITY | PROVINCE | POSTAL CODE |
|------|----------|-------------|

| | |
|---|------|
| DESIGNATED CONTACT PERSON BUSINESS PHONE NUMBER | EXT. |
|---|------|

MAILING ADDRESS IF DIFFERENT FROM ABOVE

| | | |
|------|----------|-------------|
| CITY | PROVINCE | POSTAL CODE |
|------|----------|-------------|

FINANCIAL INFORMATION

GROSS ANNUAL INCOME/REVENUE FROM ALL SOURCES

\$

ESTIMATED NET WORTH OF ENTITY

| | | | |
|-------------------|-------|---------|---|
| Net Liquid Assets | _____ | A | (Cash and securities minus current liabilities) |
| Net Fixed Assets | _____ | B | (Fixed assets minus loans outstanding against fixed assets) |
| Total Net Worth | _____ | (A + B) | |

HOW DID YOU HEAR ABOUT US?

- | | |
|--|---|
| <input type="checkbox"/> SCOTIABANK BRANCH | <input type="checkbox"/> PERSONAL REFERRAL |
| <input type="checkbox"/> STATEMENT ENCLOSURE OR OTHER MAIL | <input type="checkbox"/> INTERNET |
| <input type="checkbox"/> NEWSPAPER / MAGAZINE AD | <input type="checkbox"/> OTHER, SPECIFY _____ |

What is your language preference for telephone customer service?

- ENGLISH FRENCH CANTONESE MANDARIN

INFORMATION REQUIRED BY SECURITIES REGULATORS AND COMPLIANCE

Is this entity considered to be an Insider (as defined in a Provincial Securities Act) of any public companies? YES NO

IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? _____

Is this entity in a control position (as defined in a Provincial Securities Act) of any public companies? YES NO

IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? _____

Does anyone else other than the entity and its owners have a financial interest in this account? YES NO

IF YES, ENTER THE NAME(S) HERE _____

Does this entity own any other accounts with ScotiaMcLeod Direct Investing Account? YES NO

IF YES, WHAT IS THE ACCOUNT NUMBER(S)? _____

Does this entity own any accounts with another securities firm? YES NO

IF YES, WHAT IS THE NAME OF THE SECURITIES FIRM? _____



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.

Please enter entity bank account details in the white boxes below. This information can be found on most cheques.

| | | | |
|---|--------------------|--|------------------|
| Your Name | | Cheque No. | |
| Your Address | | DATE _____ | |
| PAY TO THE ORDER OF _____ | | \$ _____ | |
| _____ | | /100 DOLLARS | |
| Banking Institution Name | | | |
| Branch Address | | | |
| MEMO _____ | | | |
| Cheque No. ### | Branch Transit No. | Bank Institution No. | Bank Account No. |
| Type of Account <input type="checkbox"/> Chq <input type="checkbox"/> Svgs | | Currency <input type="checkbox"/> CDN <input type="checkbox"/> U.S. | |

CARE AND MANAGEMENT OF YOUR ACCOUNT (NOT APPLICABLE TO TRADING AUTHORITY)

We share information within the Scotiabank Group to help provide you with better service across your entire relationship with us. Your consent to share enables enhanced access to the resources of this organization whether they are with a branch, or on the internet. By indicating your consent below you allow us to share your information in accordance with the Scotiabank Group Privacy Agreement. Your consent is not a condition of doing business with us and you may withdraw it at any time by contacting ScotiaMcLeod Direct Investing or a Scotiabank branch.

I consent I do not consent

TYPE OF ACCOUNT

- CASH ACCOUNT - ACCOUNT MUST HAVE SUFFICIENT FUNDS FOR PURCHASES
- MARGIN ACCOUNT - ALLOWS YOU TO BORROW AGAINST THE ASSETS IN YOUR ACCOUNT
 - WITH SHORT SELLING? YES NO
 - WITH OPTIONS TRADING? YES NO
 - IF YES, WHAT STRATEGIES DO YOU INTEND TO FOLLOW?
 - COVERED CALLS NAKED PUTS
 - PURCHASING PUTS AND CALLS NAKED CALLS
 - SPREADS

SETTLEMENT INSTRUCTIONS

In which currency would you prefer to settle your transactions?

- CDNS U.S.\$ THE CURRENCY OF THE MARKET IN WHICH THE SECURITY WAS TRADED.

TRANSFER REQUESTS

Do you want us to transfer any assets from another financial institution?

YES NO

IF YES, COMPLETE THE TRANSFER AUTHORIZATION FOR NON-REGISTERED INVESTMENTS FORM.



SHAREHOLDER COMMUNICATION INSTRUCTIONS

PART 1 - DISCLOSURE OF BENEFICIAL OWNERSHIP INFORMATION

- I DO NOT 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 OBJECT
- I 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:
- I DO NOT WISH

- HOME
 BUSINESS

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.
- Important Note:** 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: ENGLISH FRENCH

I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.

OTHER INTEREST IN THIS ACCOUNT

Will this account be used to conduct business on behalf of an entity other than the named entity? YES NO



INFORMATION ABOUT THE TRADING AUTHORITY

SCOTIACARD NUMBER _____ MOTHER'S MAIDEN SURNAME _____

453| _____
 TITLE FIRST NAME INITIAL LAST NAME

DATE OF BIRTH (MM/DD/YYYY) _____ COUNTRY OF CITIZENSHIP _____

SOCIAL INSURANCE NUMBER (Required for online account access) _____ SSN / TIN* _____

Please provide your ScotiaCard number if you have one. We require your Mother's Maiden Surname for future identification purposes.

*If U.S. citizen or U.S. dual citizen Social Security Number (SSN) required.

RESIDENTIAL ADDRESS

STREET ADDRESS/LEGAL ADDRESS (ADDRESS CANNOT BE A POST OFFICE BOX) _____ APT/SUITE NO. _____

ADDITIONAL ADDRESS INFORMATION

CITY _____ PROVINCE _____ POSTAL CODE _____

HOME PHONE NUMBER _____ BUSINESS PHONE NUMBER _____ EXT. _____

CELL PHONE NUMBER _____ PAGER NUMBER _____

FAX NUMBER _____ PRIMARY EMAIL ADDRESS _____
 HOME
 BUSINESS

Which number would you prefer we use to contact you during market hours?
 BUSINESS HOME CELL

EMPLOYMENT INFORMATION

EMPLOYMENT STATUS EMPLOYED RETIRED STUDENT SELF-EMPLOYED HOMEMAKER NOT WORKING OTHER

EMPLOYER _____

POSITION _____ YEARS WITH THIS EMPLOYER _____

EMPLOYER'S ADDRESS _____

CITY _____ PROVINCE _____ POSTAL CODE _____

If retired, we require previous employment information.

Are you employed by the Scotiabank Group? YES NO

IF YES, SPECIFY. _____

Are you an Insider of Scotiabank or have you been advised that you are a Designated Person by Scotiabank's Compliance Department? YES NO

Are you or members of your household employed by an IDA (Investment Dealers Association) Member firm (Pro)? YES NO

Note: Certain conditions may apply to accounts for employees of firms in the securities industry and accounts over which such persons have trading authority.



FINANCIAL INFORMATION

HAVE YOU OWNED OR TRADED? Select your level of knowledge.

| | | | |
|---|------------------------------|-----------------------------------|-------------------------------|
| <input type="checkbox"/> MUTUAL FUNDS | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> FIXED INCOME (OTHER THAN CSBs) | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> STOCKS | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> MARGIN | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> OPTIONS | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> SHORT SALES | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> HIGH |
| <input type="checkbox"/> OVERALL INVESTMENT EXPERIENCE | <input type="checkbox"/> LOW | <input type="checkbox"/> MODERATE | <input type="checkbox"/> 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) of any public companies? YES NO

IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? _____

Are you, or your spouse, singularly, or as part of a group, in a control position (as defined in a Provincial Securities Act) of any public companies? YES NO

IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? _____

Are you, or your spouse an employee, Director, Partner or Officer of a member of any Stock Exchange, IDA Member firm or of a Stock Exchange itself? YES NO

IF YES, WHAT IS THE NAME OF THE COMPANY(IES)? _____

Do you own, or have trading authority or an interest in another ScotiaMcLeod Direct Investing Account? YES NO

IF YES, WHAT IS THE ACCOUNT NUMBER(S)? _____

Do you own, or have trading authority over any other accounts with another securities firm? YES NO

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 _____ | |
| PAY TO THE ORDER OF _____ | | \$ _____ | |
| _____ /100 DOLLARS | | | |
| Banking Institution Name | | | |
| Branch Address | | | |
| MEMO _____ | | | |
| Cheque No. # # # | Branch Transit No. | Bank Institution No. | Bank Account No. |
| Type of Account <input type="checkbox"/> Chq <input type="checkbox"/> Svgs | | Currency <input type="checkbox"/> CDN <input type="checkbox"/> U.S. | |



MARITAL STATUS

SINGLE MARRIED COMMON LAW DIVORCED LEGALLY SEPARATED WIDOWED

INFORMATION ABOUT YOUR SPOUSE

TITLE FIRST NAME INITIAL LAST NAME

EMPLOYMENT STATUS

EMPLOYED RETIRED STUDENT SELF-EMPLOYED HOMEMAKER NOT WORKING OTHER

EMPLOYER

POSITION

IDENTIFICATION REQUIREMENTS

TYPE OF IDENTIFICATION DOCUMENT (SELECT ONE)

DRIVER'S LICENCE PROV. HEALTH INSURANCE CARD (EXCEPT ON, MB, PEI) CANADIAN CITIZENSHIP CARD BIRTH CERTIFICATE (IF UNDER AGE 21) AGE OF MAJORITY CARD PASSPORT

IDENTIFICATION DOCUMENT NUMBER

INFORMATION ABOUT THE GUARANTOR

TITLE FIRST NAME INITIAL LAST NAME

STREET ADDRESS/LEGAL ADDRESS (ADDRESS CANNOT BE A POST OFFICE BOX)

CITY PROVINCE POSTAL CODE

Are you an existing ScotiaMcLeod Direct Investing client? YES NO

IF YES, WHAT IS THE ACCOUNT NUMBER _____

Do you guarantee other ScotiaMcLeod Direct Investing accounts? YES NO

IF YES, WHAT IS THE ACCOUNT NUMBER(S) _____

Order Execution Only Account



CUSTOMER AGREEMENT BY SIGNING, I CONFIRM THAT:

1. 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.
3. 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.
4. My shareholder communication instructions are to be followed. I understand that these elections apply to all securities held in this account.
5. ScotiaMcLeod Direct Investing may debit or credit the Legal Entity's account to settle trades, as I instruct, on a trade-by-trade basis.
6. 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.
7. 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 TRADING, YOU MUST ALSO SIGN HERE

I am aware of the risks involved in trading on margin and am willing to take those risks. I have read, understand and agree to the terms and conditions of margin trading contained within the Terms and Conditions brochure.

SIGNATURE(S)

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

IF YOU ARE APPLYING FOR OPTION TRADING, YOU MUST ALSO SIGN HERE

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
- Age of Majority Card
- Canadian Citizenship Card
- Passport
- Provincial Health Insurance Card (except ON, MB, PEI)
- Birth Certificate (under age 21)

| | | | |
|-----------------------|-----------------|--|------|
| FOR BRANCH USE | | FOR SCOTIAMCLEOD DIRECT INVESTING USE | |
| Name of Officer | Employee Number | Manager | Date |
| Telephone Number | Transit # | DROP | Date |
| COMMENTS | | | AMO |



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 Guarantor and the Guaranteed Party acknowledge, and the Guaranteed Party specifically consents to the Guarantor receiving at the 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



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.



DECLARATION OF BENEFICIAL OWNERSHIP IN A CORPORATION OR SIMILAR ENTITY

This declaration is required under regulation 1300.1 of the Investment Dealers Association of Canada

ACCOUNT NAME

We confirm that our account is for a CORPORATION PERSONAL HOLDING COMPANY PARTNERSHIP LIMITED PARTNERSHIP INVESTMENT CLUB

OTHER (DESCRIBE HERE): _____

Does any individual or entity have a greater than 10% direct or indirect ownership interest in this account?

Please respond by checking one only of the following three declarations - (a), (b) or (c):

(a) NO - If no, please check here and sign and date the certification below.

(b) YES - Ownership interests greater than 10% are held by INDIVIDUALS ONLY. If yes, check here.

Also complete the detailed information for INDIVIDUALS. Please sign and date the certification below.

NOTE: You are required to identify all individuals who have a greater than 10% direct or indirect ownership interest in the account. Please review owners of your entity and assign ownership interests to all share classes.

(c) YES - Ownership interests greater than 10% are held by INDIVIDUALS and/or OTHER LEGAL ENTITIES.

If yes, check here. **Where you have responded to this declaration, we will forward additional required documentation to you.**

Please sign and date the certification below. For complex ownership structures, please attach a diagram if available.

INDIVIDUALS for (b) above holding a greater than 10% direct or indirect ownership interest in this account

| | | | | | |
|--|-----------|--------------|---|----------------------|--|
| 1. First name and middle initial: | | | | Last name: | |
| Home address: | | | | | |
| City: | Province: | Postal Code: | Citizen of <input type="checkbox"/> CAN <input type="checkbox"/> USA ² <input type="checkbox"/> Other - | Ownership Interest % | |
| ¹ Identification attached? <input type="checkbox"/> NO <input type="checkbox"/> YES - List Document Type: _____ reference no: _____ | | | Occupation: | Employer: | |
| Describe class of shares held or other ownership interest in the above entity : | | | | | |
| Are you a <input type="checkbox"/> Deemed Insider or <input type="checkbox"/> Controlling Shareholder of a publicly traded corporation or other entity? <input type="checkbox"/> No <input type="checkbox"/> Yes - If yes, enter the company names here: | | | | | |
| 2. First name and middle initial: | | | | Last name: | |
| Home address: | | | | | |
| City: | Province: | Postal Code: | Citizen of <input type="checkbox"/> CAN <input type="checkbox"/> USA ² <input type="checkbox"/> Other - | Ownership Interest % | |
| ¹ Identification attached? <input type="checkbox"/> NO <input type="checkbox"/> YES - List Document Type: _____ reference no: _____ | | | Occupation: | Employer: | |
| Describe class of shares held or other ownership interest in the above entity : | | | | | |
| Are you a <input type="checkbox"/> Deemed Insider or <input type="checkbox"/> Controlling Shareholder of a publicly traded corporation or other entity? <input type="checkbox"/> No <input type="checkbox"/> Yes - If yes, enter the company names here: | | | | | |
| 3. First name and middle initial: | | | | Last name: | |
| Home address: | | | | | |
| City: | Province: | Postal Code: | Citizen of <input type="checkbox"/> CAN <input type="checkbox"/> USA ² <input type="checkbox"/> Other - | Ownership Interest % | |
| ¹ Identification attached? <input type="checkbox"/> NO <input type="checkbox"/> YES - List Document Type: _____ reference no: _____ | | | Occupation: | Employer: | |
| Describe class of shares held or other ownership interest in the above entity : | | | | | |
| Are you a <input type="checkbox"/> Deemed Insider or <input type="checkbox"/> Controlling Shareholder of a publicly traded corporation or other entity? <input type="checkbox"/> No <input type="checkbox"/> Yes - If yes, enter the company names here: | | | | | |

¹ Attach or forward identification documents along with a photocopy of this form. Where more than 3 owners individually each hold greater than 10%, append additional copies of this form.

² Individuals above who are also U.S. Persons (U.S. or U.S. dual citizens) must complete CAW9 Request for Taxpayer Identification Number and Certification. The undersigned certify that the above is a full and complete disclosure of information with respect to **all natural persons holding a greater than 10% ownership interest, directly or indirectly in the above named account**. We agree to provide the required verification documents for this entity and the personal identity documents for authorized persons and individual beneficial owners, as required under current legislation and regulations, including U.S. Withholding Tax Regulations. **We will maintain accurate up-to-date information** respecting all **Beneficial Owners** by notifying Scotia Capital Inc. of **material changes** to individuals holding a greater than 10% ownership interest in this entity. We also agree to provide confirmation and up-to-date information about Beneficial Owners as requested by a securities regulator or external auditor of Scotia Capital Inc.

| | | | |
|--|--|-----------|-------------------|
| Authorized person for this account - print name of officer | Print your title: CEO, President, Secretary etc. | Signature | Date (MM/DD/YYYY) |
|--|--|-----------|-------------------|

Direct Investing

