

TERMS AND CONDITIONS

In consideration of Scotia Capital Inc. ("Scotia Capital"), as indicated on page 1 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 page 1 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.