

TRADING AUTHORIZATION FORM

For Corporations, Partnerships, Associations,
Sole Proprietorships and Investment Clubs



ScotiaMcLeod Direct Investing

DATE

ACCOUNT NUMBER(S)

Client's Legal Name: _____

Business/Trading Style: _____
(if applicable)

Terms and Conditions for Electronic Trading

"You" or "Your" refers to the client listed above. "We", "us" or "our" refers to ScotiaMcLeod Direct Investing and its assigns and successors.

By completing the appropriate Trading Authorization Form, you have authorized us to accept instructions from you, including instructions transmitted by electronic means (including automated telephone service, Internet or facsimile) which may or may not have your signature electronically transmitted. The instructions which you may give us include the purchase and sale of securities (not including facsimile), changing payment instructions on the account(s) listed above and any changes to non-financial data relating to the above account(s), so long as the change does not require supporting documentation.

We will not be liable for acting on any instructions received from a party who we, in good faith, believe to be you.

You may be required to sign additional agreements and documents in connection with any transaction you may ask us to act upon. We may send you, at our discretion, a confirmation that your instructions have been received and/or executed and any related agreements or documents.

We agree to execute your instructions in accordance with our normal procedures, although we may refuse to execute any instruction if we deem it inappropriate for any reason and we will have no liability to you on account of such refusal. We will take reasonable steps to inform you when we have determined that we will not execute any instruction. We may ask you to give us certain documents or other forms of evidence which will assist us in determining that you are the party giving the instructions. We will not be liable to you if we are unable to act upon your instructions for reasons beyond our control.

We may amend, at our discretion and without notice to you, the kinds of instructions that may be accepted. Our acceptance of your instructions is subject to receipt of appropriate authorization.

The undersigned have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.



Corporate Trading Authorization

RESOLUTION passed by _____
NAME OF CORPORATION

RESOLVED: THAT an account in the name of the Corporation be opened with ScotiaMcLeod Direct Investing;

AND THAT _____
NAMES OR TITLES OF OFFICERS/AUTHORIZED PERSONS

be and is/are hereby authorized on behalf of the Corporation to buy, sell (including short sales) and trade (including through electronic means in accordance with and subject to the terms and conditions stated on the front of this document) in stocks, bonds, debentures, options and any other securities and/or commodities and/or contracts relating thereto, by exchange or otherwise, for the Corporation hereby ratifies and confirms all and whatsoever that may be done by virtue of this authorization;

AND THAT all of the above-listed actions carried out on behalf of the Corporation shall be valid and binding on the Corporation;

AND THAT this authorization shall remain in full force and effect until written notice of revocation thereof has been filed by the Secretary of the Corporation with the head office of ScotiaMcLeod Direct Investing or with its successors, assignees or administrators.

I, the undersigned signatory, certify the above to be a true copy of a resolution passed by the board of directors of the Corporation on _____, which resolution is in full force and effect, unamended, as of the date hereof.
DATE OF MEETING

Be it further certified that the Corporation is duly incorporated, organized and existing and has the power and authority to invest or trade in securities of any kind on margin or otherwise and to delegate its powers as declared in the above resolution. The Corporation acknowledges that ScotiaMcLeod Direct Investing does not provide recommendations to its clients and does not accept any responsibility to advise the Corporation on the suitability of any of the investment decisions of the Corporation, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider the financial situation, investment knowledge, investment objectives and risk tolerance of the Corporation when processing orders placed for the account of the Corporation.

The undersigned have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

Dated _____

WITNESS (IF NO CORPORATE SEAL)

SIGNATURE OF SECRETARY (Corporate Seal)

NAME - PLEASE PRINT

DECLARATION WHEN NO CORPORATE SEAL EXISTS:

I hereby certify that the Corporation does not have a corporate seal.

SECRETARY

In addition, the identity of every officer/authorized person must be confirmed through the physical presentation of documents: Driver's License, Passport, Canadian Citizenship Card, or provincial Health Insurance Card (not acceptable in ON, MB, PEI. May be accepted if voluntarily provided in Quebec.)

*** Authorized persons who are U.S. Persons (U.S. or U.S. dual citizens) must complete CAW9 Request for Taxpayer Identification Number and Certification.**

This information is requested under regulatory requirements of the Investment Dealers Association and the Proceeds of Crime Money Laundering Act.

Account Number



Partnership Account Agreement

We, the undersigned, authorize ScotiaMcLeod Direct Investing to open a partnership account in the name of:

PRINT FULL NAME OF PARTNERSHIP

a duly organized partnership, of which each of us is a general partner, and of which the undersigned are the sole partners. We jointly and severally authorize ScotiaMcLeod Direct Investing to act upon instructions issued by any one of us (each of us being fully authorized to act alone) as to the purchase and/or sale (including short sales) of stocks, bonds, debentures, coins, commodities, contracts for the future delivery thereof, commodity options and forward commodity and foreign exchange contracts and any other securities of whatsoever nature or kind on margin or otherwise, all in accordance with ScotiaMcLeod Direct Investing's terms and conditions.

We, the undersigned, do hereby bind ourselves jointly and severally for the due fulfillment of all the obligations of this agreement.

ScotiaMcLeod Direct Investing is hereby further authorized to deliver or release or transfer, from time to time to any one of us, any and all securities held to the credit of said account and to pay, from time to time, to any of us, monies held by ScotiaMcLeod Direct Investing to the credit of said account, and each of us likewise consents that confirmations and notices with reference to said account may be sent or given by ScotiaMcLeod Direct Investing to any one of us. Any one of us, acting alone, is fully authorized to make any commitments, agreements and/or modifications thereof, and enter into any transactions of any kind, with respect to this account.

Each of us agrees to sign all agreements as are required in connection with transactions for the said account, all of the terms and provisions of which agreements, in addition to the provisions hereof, shall be binding upon the partnership and upon each of us.

Each of us acknowledge that ScotiaMcLeod Direct Investing does not provide recommendations to its clients and does not accept any responsibility to advise us on the suitability of any of our investment decisions, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider our financial situation, investment knowledge, investment objectives and risk tolerance when processing orders placed for our account.

This agreement shall enure to the benefit of and be binding on ScotiaMcLeod Direct Investing and the undersigned and their respective successors, assigns and legal representatives.

The undersigned have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

1. SIGNATURE OF PARTNER	PARTNER'S NAME (PLEASE PRINT)	DATE	SIN
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION	

2. SIGNATURE OF PARTNER	PARTNER'S NAME (PLEASE PRINT)	DATE	SIN
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION	

3. SIGNATURE OF PARTNER	PARTNER'S NAME (PLEASE PRINT)	DATE	SIN
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION	

4. SIGNATURE OF PARTNER	PARTNER'S NAME (PLEASE PRINT)	DATE	SIN
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION	

5. SIGNATURE OF PARTNER	PARTNER'S NAME (PLEASE PRINT)	DATE	SIN
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION	

Complete form CAW8IMY Certificate of Foreign Flow Through Entity (parts I, VI and VII) on behalf of the Partnership.

In addition, the identity of every partner must be confirmed through the physical presentation of documents: Driver's License, Passport, Canadian Citizenship Card, or provincial Health Insurance Card (not acceptable in ON, MB, PEI. May be accepted if voluntarily provided in Quebec.)

*** Partners who are U.S. Persons (U.S. or U.S. dual citizens) must complete CAW9 Request for Taxpayer Identification Number and Certification.**

(Where the above space is insufficient to indicate all Partners in the Partnership, add an appendix page to provide the required information and signatures.)

This information is requested under regulatory requirements of the Investment Dealers Association and the Proceeds of Crime Money Laundering Act.

Account Number



Foundations, Fraternal Organizations, Lodges, Religious Bodies and other Associations - Trading Authorization

RESOLUTION passed by _____
NAME OF ORGANIZATION/ASSOCIATION

RESOLVED: THAT an account in the name of _____ (the "Association") be opened with ScotiaMcLeod Direct Investing.

AND THAT _____
NAMES OF AUTHORIZED PERSONS

be and is/are hereby authorized on behalf of the Association to buy, sell (including short sales) and trade (including through electronic means in accordance with and subject to the terms and conditions stated on the front of this document) in stocks, bonds, debentures and any other securities and/or commodities and/or contracts relating thereto, by exchange or otherwise, for the account and risk of the Association and the Association hereby ratifies and confirms all and whatsoever that may be done by virtue of this authorization;

AND THAT all the above-listed actions carried out on behalf of the Association shall be valid and binding on the Association;

AND THAT this authorization shall remain in full force and effect until written notice of revocation thereof has been filed by an authorized party on behalf of the Association with the Head Office of ScotiaMcLeod Direct Investing or with its successors, assignees or administrators.

I, the undersigned signatory, certify this to be a true copy of a resolution passed by the Association on _____, which resolution is in full force and effect, unamended, as of the date hereof.
DATE OF MEETING

Be it further certified that the Association is duly organized and existing and has the power and authority to invest or trade in securities of any kind on margin or otherwise and to delegate its powers as declared in the above resolution. The Association acknowledges that ScotiaMcLeod Direct Investing does not provide recommendations to its clients and does not accept any responsibility to advise the Association on the suitability of any of the investment decisions of the Association, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider the financial situation, investment knowledge, investment objectives and risk tolerance of the Association when processing orders placed for the account of the Association.

The undersigned has expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

Dated _____

WITNESS

SIGNATURE OF SECRETARY OR OTHER AUTHORIZED SIGNATORY

NAME AND TITLE - PLEASE PRINT

POSITION OR OFFICE

Account Number



Sole Proprietorship (if client is a sole proprietorship and is not incorporated)

ScotiaMcLeod Direct Investing is hereby requested to operate an account in the name of _____ (the "Account")

The undersigned acknowledges that the Account, as so named, is and remains the account of the undersigned and that with regard to all agreements, forms and documents executed by the undersigned, the undersigned remains bound by the terms and conditions of same with respect to the Account. The undersigned also acknowledges personal responsibility for the Account as if it were entered and carried on the books of ScotiaMcLeod Direct Investing under the name of the undersigned. The undersigned also hereby directs ScotiaMcLeod Direct Investing to send all notices of purchases and sales, statements of account and any other communication relating to the Account to the undersigned at the following address. The undersigned acknowledges that ScotiaMcLeod Direct Investing does not provide recommendations to its clients and does not accept any responsibility to advise the undersigned on the suitability of any of the investment decisions of the undersigned, as well as for any profits or losses that may arise, and ScotiaMcLeod Direct Investing will not consider the financial situation, investment knowledge, investment objectives and risk tolerance of the undersigned when processing orders placed for the account of the undersigned.

The undersigned has expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

ADDRESS

SIGNATURE OF SOLE PROPRIETOR

WITNESS

Instructions for the Completion of the Trading Authorization Form

SCOTIAMcLEOD DIRECT INVESTING Trading Authorization Form (TAF) for Non Personal Accounts is to be used when opening accounts for non personal clients such as:

- I. Corporations
- II. General Partnerships
- III. Foundations, Fraternal Organizations, Lodges, Religious Bodies or other Associations
- IV. Sole Proprietorships
- V. Investment Clubs

When completing the TAF, ensure that the **Client Legal Name** is recorded exactly as it appears on the document(s) evidencing incorporation, organization or business registration. A copy of the Articles of Incorporation must be submitted for a corporate account together with a certified list of directors. A copy of the business registration must be submitted for a partnership.

If a corporation, proprietorship or partnership carries on a business or identifies itself to the public under a name other than the "corporate" or "legal" name (i.e., a registered name), the registered name must be set out in the **Business/Trading Style** line.

Where specified officers (Director, Secretary etc.) are **authorized**, a list of officers must be attached and will be considered to be current. The Secretary of the company, as stated in the TAF, will have an obligation to advise ScotiaMcLeod Direct Investing of any change.

The TAF is signed as follows:

- a) **Corporations:**
The Secretary. If the Corporation does not have a corporate seal, the Secretary must also sign the certificate declaring that the Corporation has no seal.
- b) **General Partnerships:**
All of the Partners.
- c) **Foundations, Lodges, Fraternal Organizations, Religious Bodies and other Associations:**
The authorized Signatory.
- d) **Sole Proprietorships:**
The Individual.
- e) **Investment Clubs:**
All of the Members. An authorized individual must also sign the certificate confirming that all of the Members have signed the TAF.

