



Scotia Capital Inc.

ScotiaMcLeod Direct Investing
TradeFreedom

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Account Number

Investment Club Agreement

The undersigned hereby authorize Scotia Direct Investing to open an account for them to be known as:

PRINT FULL NAME OF INVESTMENT CLUB

The undersigned hereby authorize

or

PRINT NAMES OF AUTHORIZED AGENTS

(whose signature(s) appears below) as their agent(s) and attorney(s)-in-fact to buy, sell (including short sales) and trade in stocks, bonds and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with the terms and conditions for the undersigned's account and risk and in the undersigned's name(s) or number(s) on Scotia Direct Investing's books. **The undersigned hereby jointly and severally agree to indemnify and hold Scotia Direct Investing, its directors, officers and employees harmless from and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.**

Scotia Direct Investing is authorized to follow the instructions of either of the above named agents in every respect concerning the undersigned's account with Scotia Direct Investing, and make deliveries of securities and payment of monies to him (them) or as he (they) may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the account of the undersigned, the aforesaid agent(s) and attorney(s)-in-fact is/are authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do.

The undersigned hereby ratify and confirm any and all transactions with Scotia Direct Investing heretofore or hereafter made by the aforesaid agent(s) or for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and Scotia Direct Investing.

The undersigned acknowledge that Scotia 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 Scotia 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.

This authorization and indemnity is binding on the undersigned and their estates and is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed and delivered to Scotia Direct Investing at Toronto, Ontario, and shall continue after the death or mental incompetence of any of the undersigned until receipt by Scotia Direct Investing of notice thereof but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of Scotia Direct Investing, its successors and assigns and the heirs, executors, administrators and legal personal representatives of the directors, officers and employees of Scotia Direct Investing.

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.

ENTER THE %
PARTICIPATION IN
THE INVESTMENT
CLUB FOR EVERY
MEMBER
▼

SIGNATURE OF AUTHORIZED AGENT (AS NAMED ABOVE)		DATE	SIN	MEMBER %	
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION			
SIGNATURE OF AUTHORIZED AGENT (AS NAMED ABOVE)		DATE	SIN	MEMBER %	
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION			
SIGNATURE OF CLUB MEMBER		MEMBER'S NAME (PLEASE PRINT)	DATE	SIN	MEMBER %
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION			
SIGNATURE OF CLUB MEMBER		MEMBER'S NAME (PLEASE PRINT)	DATE	SIN	MEMBER %
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION			
SIGNATURE OF CLUB MEMBER		MEMBER'S NAME (PLEASE PRINT)	DATE	SIN	MEMBER %
CITIZENSHIP <input type="checkbox"/> CANADIAN <input type="checkbox"/> US* <input type="checkbox"/> OTHER	DATE OF BIRTH	OCCUPATION			

Total investment club allocation must equal 100%

100%

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

In addition, the identity of every member 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. Acceptable if voluntarily provided in Quebec.)

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

The undersigned hereby certify that all members of the Investment Club have properly indicated their citizenship and signed the above form.

SIGNATURE OF PRESIDENT

NAME OF PRESIDENT

DATE

(Where the above space is insufficient to indicate all Authorized Agents and all Members, add an appendix page to provide the required information and signatures.)

This information is requested under regulatory requirements of the Investment Industry Regulatory Organization of Canada and the Proceeds of Crime Money Laundering Act.

ScotiaMcLeod Direct Investing and TradeFreedom are services of Scotia Direct Investing, a division of Scotia Capital Inc., Member CIPF. Scotia Capital Inc. is a subsidiary of the Bank of Nova Scotia. Scotia Direct Investing does not provide investment advice or recommendations and investors are responsible for their own investment decisions.

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1921711 (08/08)

Instructions for the Completion of the Trading Authorization Form

SCOTIA 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 Scotia 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.



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Account Number

TRADING AUTHORIZATION FORM

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

Scotia 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 Scotia 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.



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Account Number

Corporate Trading Authorization

RESOLUTION passed by _____
NAME OF CORPORATION

RESOLVED: THAT an account in the name of the Corporation be opened with Scotia 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 Scotia 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 Scotia 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 Scotia 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 Industry Regulatory Organization of Canada and the Proceeds of Crime Money Laundering Act.



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Account Number

Partnership Account Agreement

We, the undersigned, authorize Scotia 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 Scotia 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 Scotia 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.

Scotia 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 Scotia 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 Scotia 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 Scotia 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 Scotia 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 Scotia 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.

ENTER THE %
PARTICIPATION IN
THE PARTNERSHIP
FOR EVERY
PARTNER
▼

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	PARTNER %	

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	PARTNER %	

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	PARTNER %	

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	PARTNER %	

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	PARTNER %	

Total partnership allocation must equal 100% **100%**

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 Industry Regulatory Organization of Canada and the Proceeds of Crime Money Laundering Act.

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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 Scotia 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 Scotia 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 Scotia 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 Scotia 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



Scotia Capital Inc.

ScotiaMcLeod Direct Investing
TradeFreedom

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Account Number

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

Scotia 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 Scotia Direct Investing under the name of the undersigned. The undersigned also hereby directs Scotia 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 Scotia 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 Scotia 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