

Account Number	OFFICE USE Rep Code
Account Name	

# Affidavit And Indemnity

**To:** Scotia iTRADE, a division of Scotia Capital Inc. ("Scotia Capital")

**Re:** Succession of \_\_\_\_\_

**AFFIDAVIT**

I/We, \_\_\_\_\_, NAME(S) OF EXECUTOR(S)

the executor(s) of the succession of \_\_\_\_\_ NAME OF DECEASED

(the "deceased") HEREBY AFFIRM:

- The deceased died in \_\_\_\_\_ on \_\_\_\_\_.  
A certified copy of the death certificate to this affidavit as Exhibit "A".
- The deceased had account(s) No. \_\_\_\_\_ with Scotia iTRADE (the "account(s)").
- The following is a list of the deceased's next of kin (provide name and relationship) :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- The deceased left his/her last will dated \_\_\_\_\_ the ("Will") naming me/us as his/her executor(s). A certified copy of the Will is attached to this affidavit as Exhibit "B".
- I am/we are \_\_\_\_\_ (describe relationship to the deceased).
- I/We have not obtained Letters Probate in view of the cost thereof.
- The total value of the estate, including assets outside Scotia iTRADE, is: \$ \_\_\_\_\_.
- The Will is the last will and testament of the deceased and I/we believe it is valid.
- I/We have requested that you deal with the account(s) as instructed by me/us **without me/us** having to obtain Letters Probate.

**Executor (1)**

Sworn/solemnly affirmed before me at the \_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
A Commissioner, etc. Signature (executor)

**Executor (2)**

Sworn/solemnly affirmed before me at the \_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
A Commissioner, etc. Signature (executor)

**Executor (3)**

Sworn/solemnly affirmed before me at the \_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
A Commissioner, etc. Signature (executor)

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

**IN CONSIDERATION OF** Scotia Capital, at my/our request, dealing with the account(s) in accordance with my/our instructions without Letters Probate, the undersigned jointly and solidarily agree and undertake to reimburse and indemnify Scotia Capital for any liability (including legal costs) that Scotia Capital may sustain or incur, in connection with dealing with the account(s) on the instructions of the undersigned. The provisions hereof are for the benefit of Scotia Capital and its successors and assigns and are binding on the heirs, legal personal representatives and assigns of the undersigned.

Dated \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(executor)

\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (executor)

\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (executor)

\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (beneficiary)

\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(witness) ) \_\_\_\_\_ (beneficiary)