

Account Number

Account Name

Order Execution Only Account

## CUSTOMER AGREEMENT - Legal Entity Accounts

### BY SIGNING, I CONFIRM THAT:

1. All of the information in this Application is complete, accurate and true, and I will promptly send written notice to Scotia iTRADE of any change in this information. I verify that I have provided to you, and that all photocopies of identification submitted with this Application are true copies of valid identification of each trading authority, partner, member, director, sole owner, or beneficial owner of greater than 10% of the legal entity to which this Application pertains ("Relevant Legal Entity").
2. I have read, understand, and agree to the terms of this Customer Agreement and all of the sections in the Scotia iTRADE Terms and Conditions brochure that apply to this/these account(s).
3. I will provide a cheque for deposit drawn on the Relevant Legal Entity's account at a Canadian financial institution. For each trading authority, partner, member, officer/authorized person, sole owner, or beneficial owner of greater than 10% of the Relevant Legal Entity (each, a "Relevant Person") who does not have a Scotiabank account, I agree to provide a cheque for deposit drawn against each such Relevant Person's own account at a Canadian financial institution to satisfy Canadian Anti-Money Laundering requirements.
4. My Shareholder Communication Instructions are to be followed. I understand that my elections apply to all securities held in this/these account(s).
5. Scotia iTRADE reserves the right to restrict or limit trading activity in this/these account(s) at any time without notice to me. Scotia iTRADE may close this/these account(s) if all required documentation in complete form is not received within two weeks of opening this/these account(s).
6. 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 Scotia iTRADE Terms and Conditions brochure for details.]
7. If this account was a referral from a Scotiabank Group member, I understand that Scotia iTRADE may share personal information about this/these account(s) with the referring Scotiabank Group member for the purposes of completing the referral, and I consent thereto. Any such sharing of personal information will be limited to account opening and transfer-in particulars necessary to accurately recognize and track the referral.
8. If I have been referred to Scotia iTRADE by a person or entity within or outside the Scotiabank Group, a referral fee may be paid to that person or entity. In that case, the referral arrangement will be the subject of and governed by a written agreement which the parties will enter into prior to implementation of the referral arrangement, and details of the referral arrangement will be provided to me. It is illegal for the party receiving the referral fee to trade or advise in securities if it is not duly licensed or registered under applicable securities legislation to do so.
9. Scotiabank recognizes the importance of clients' information and never takes for granted the trust that clients have placed in Scotiabank in order to protect that information. Scotiabank works hard to treat clients' information in a secure and respectful manner. To serve clients better and/or provide them with personalized wealth management advice tailored to their needs and goals, Scotiabank (in this section "Scotiabank" refers to The Bank of Nova Scotia Trust Company (Scotiabank®); Private Investment Counsel, a service of 1832 Asset Management L.P.; ScotiaMcLeod®, a division of Scotia Capital Inc.; and Scotia iTRADE®, a division of Scotia Capital Inc.) would like the clients' consent to share their information with select professionals within any current or newly acquired members of the Scotiabank group of companies, which includes The Bank of Nova Scotia (Scotiabank®); Tangerine Bank, The Bank of Nova Scotia Trust Company (Scotiabank®); Private Investment Counsel, a service of 1832 Asset Management L.P.; ScotiaMcLeod®, a division of Scotia Capital Inc.; Scotia iTRADE®, a division of Scotia Capital Inc.; Jarislowsky, Fraser Limited; and the MD Group of Companies (including MD Financial Management Inc., MD Management Limited and MD Private Trust Company). If I elected to share my information under the Consent to Share section of this account application then by signing below, I consent to Scotiabank's collection, use and sharing of the information about me and my authorized representatives, including my type of business, number of employees, tax filing information and contact details for my authorized representatives, for the purposes of better understanding of my needs and goals, to offer products and services to help meet those needs and goals, and set up or manage products and services that I select. I understand that my consent to share is not a condition of receiving any Scotiabank products or services and that at any time, I may tell Scotiabank to stop sharing my information for purposes that are not directly related to the ongoing provision of existing products or services and Scotiabank will then only share my name and any limited information necessary to communicate my sharing preferences. I acknowledge that my choice of sharing or not sharing my personal information will replace any previous consents to share information that I may have provided to Scotiabank.
10. Canada Revenue Agency Certification for Non-Residents of Canada  
If I am a resident of a country other than Canada for tax purposes ("Tax Residency"), I hereby confirm and certify that I am the beneficial owner of and, to the best of my knowledge, am entitled to the benefits of the tax treaty, if any, between Canada and my Tax Residency on all of this account's income. I agree to immediately notify Scotia iTRADE of any changes to my Tax Residency, and I further agree to fully reimburse and indemnify Scotia iTRADE for any liability that Scotia iTRADE may incur in connection with under withholding of tax based on my instructions. I hereby certify that the information provided on this form is correct and complete. I authorize Scotia iTRADE to provide, directly or indirectly, to any relevant tax authorities or any party authorized to audit or conduct a similar review of Scotia iTRADE for tax purposes, the information contained in this form and/or a copy of this form and to disclose to such tax authorities or such party any additional information that Scotia iTRADE may have in its possession that is relevant to my qualification claimed on the basis of this certification. I acknowledge that information contained in this form and information regarding my Scotia iTRADE accounts (including information on account balances and payments received) may be reported to Canadian tax authorities, and that those tax authorities may provide the information to any additional country I have listed above as being a country in which I am a resident for tax purposes. I undertake to advise Scotia iTRADE immediately of any change in circumstances that causes the information contained herein to become incorrect and to provide Scotia iTRADE with an updated Tax Residency Self-Certification form within 30 days of such change in circumstances. I understand that it is my obligation to provide Scotia iTRADE my TIN(s) at the time it is requested. I understand that my failure to provide my TIN(s) may result in my incurring regulatory fines, either directly or indirectly.
11. I agree you will exchange information such as my name, address and date of birth with consumer reporting agencies to identify me. This will not affect my credit score.
12. I agree to the terms of the Scotiabank Privacy Agreement, which is available at [www.Scotiabank.com/privacy](http://www.Scotiabank.com/privacy) or any Scotiabank branch.

**ACKNOWLEDGEMENT**

I acknowledge that Scotia iTRADE does not provide personal, client-specific or tailored investment advice or recommendations to me, make any determination of my general investment needs and objectives or any of my investment decisions or transactions, and does not accept any responsibility to advise me on any of the foregoing. I acknowledge that I am responsible for my investment decisions and transactions, as well as for any profits or losses that may arise, and Scotia iTRADE will not consider my financial situation, investment knowledge, investment objectives and risk tolerance when accepting and processing orders placed by me.

I acknowledge that the use of leverage may not be suitable for all investors. Using borrowed money, whether through a margin account or any other method of borrowing, to finance the purchase of securities involves greater risk than using cash resources only. If I borrow money to purchase securities, my responsibility to repay the loan, pay interest, and meet margin calls as required by the margin terms remains the same even if the value of the securities purchased declines.

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.

|   |   |
|---|---|
| NAME OF AUTHORIZED SIGNATORY (PLEASE PRINT) | NAME OF AUTHORIZED SIGNATORY (PLEASE PRINT) |
|---|---|

**SIGNATURES**

|                      |                   |                      |                   |
|----------------------|-------------------|----------------------|-------------------|
| 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.

**SIGNATURES**

|                      |                   |                      |                   |
|----------------------|-------------------|----------------------|-------------------|
| 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.

**SIGNATURES**

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