



Non-Registered Account Application

Agora Dealer Services Corp.
10 King Street E, 15th Floor, Toronto, ON, M5C 1C3
Toll Free: 1-855-GO-AGORA (462-4672)
Trade Fax: 1-888-642-4312

INTERNAL USE ONLY: ACCOUNT NUMBER _____ DEALER ACCOUNT NUMBER _____

1. DEALER AND ADVISOR NAME

DEALER NAME _____ DEALER NUMBER _____ DEALER REP CODE _____
ADVISOR NAME _____ ADVISOR EMAIL _____ ADVISOR TELEPHONE NUMBER _____

2. ACCOUNT INFORMATION

ACCOUNT TYPE INDIVIDUAL JOINT (WITH RIGHTS OF SURVIVORSHIP) JOINT (TENANTS IN COMMON)

INDICATE INTENDED USE OF ACCOUNT PERSONAL SAVINGS RETIREMENT SAVINGS OTHER _____

3. APPLICANT INFORMATION

MR. MRS. MS. MISS. DR.

LEGAL FIRST NAME _____ INITIAL(S) _____ LAST NAME _____

PERMANENT RESIDENCE ADDRESS (required - PO Box and General Delivery not acceptable)

CITY _____ PROVINCE _____ POSTAL CODE _____

MAILING ADDRESS (required if different from Permanent Residence Address)

CITY _____ PROVINCE _____ POSTAL CODE _____

HOME TELEPHONE: _____ ALTERNATE TELEPHONE: _____ DATE OF BIRTH (MM/DD/YYYY): _____ SOCIAL INSURANCE NUMBER: _____

EMAIL _____ PRINCIPAL OCCUPATION AND INDUSTRY _____ EMPLOYER NAME: _____

IN TRUST FOR (ITF) FIRST NAME (IF APPLICABLE) _____ IN TRUST FOR (ITF) LAST NAME (IF APPLICABLE) _____

BY CHECKING THE BOX BELOW, I WISH TO OBTAIN MY CLIENT COMMUNICATIONS ELECTRONICALLY (WHERE APPLICABLE). PLEASE PROVIDE ME WITH THE ENROLMENT INFORMATION FOR EDELIVERY AND ONLINE ACCESS.

I AGREE TO THE FOREGOING

TAX RESIDENCY DECLARATION SELECT ALL THE OPTIONS THAT APPLY TO YOU

I am a tax resident of Canada

I am a tax resident or a citizen of the United States (US Persons including US citizens and US residents must provide a Social Security Number (SSN) also referred to as a Taxation Identification Number (TIN) below and attach an IRS Form W-9 with this application form)

TAX IDENTIFICATION NUMBER (TIN)

I am a tax resident of a jurisdiction other than Canada or the United States (indicate your jurisdictions of tax residence and TINs below)

JURISDICTION OF TAX RESIDENCE: _____ TAX IDENTIFICATION NUMBER (TIN) _____

If you do not have a TIN for a jurisdiction, indicate the reason by selecting an option below. If you do not have a TIN, you have 90 days to apply for one and 15 days after you receive it to provide it to ADSC.

A. I will apply or have applied for a TIN but have not yet received it

B. My jurisdiction of tax residence does not issue TINs to its residents

C. Other reason: _____



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POLITICALLY EXPOSED PERSON DECLARATION

Are you or any of your prescribed family members (spouse or common-law partner, child, mother, father, mother-in-law, father-in-law, brother, sister, half-brother or half-sister) a:

- Politically Exposed Domestic Person? Yes No
- Politically Exposed Foreign Person? Yes No
- Head of an International Organization? Yes No
- If the answer is "yes" to at least one question, please complete and attach the supplemental form - Politically Exposed (Foreign or Domestic) Person or Head of an International Organization Statement.

A Politically Exposed Domestic Person is defined as an individual who holds or has held one of the following offices or positions (Federal or Provincial): Governor General, Lieutenant Governor or head of government, member of the Senate or House of Commons or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a corporation wholly-owned directly by Her Majesty in right of Canada or a province, head of a government agency, judge of an appellate court in a province or the Federal Court of Appeal or the Supreme Court of Canada, leader or president of a political party represented in a legislature, or a mayor (municipal).

A Politically Exposed Foreign Person is defined as an individual who holds or has held one of the following offices or positions in or on behalf of a country: head of state or government, member of an executive council of government or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a state-owned company of a state-owned bank, head of a government agency, judge of a supreme court, constitutional court or other court of last resort, or leader or president of a political party represented in the legislature.

The Head of an International Organization is defined as an individual who holds one of the following offices or positions: head of an international organization established by the governments of states or head of an institution established by an international organization.

4. CO-APPLICANT INFORMATION

- MR. MRS. MS. MISS. DR.

LEGAL FIRST NAME	INITIAL(S)	LAST NAME
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PERMANENT RESIDENCE ADDRESS (required - PO Box and General Delivery not acceptable)

CITY	PROVINCE	POSTAL CODE
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MAILING ADDRESS (required if different from Permanent Residence Address)

CITY	PROVINCE	POSTAL CODE
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HOME TELEPHONE:	ALTERNATE TELEPHONE:	DATE OF BIRTH (MM/DD/YYYY):	SOCIAL INSURANCE NUMBER:
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EMAIL	PRINCIPAL OCCUPATION AND INDUSTRY	EMPLOYER NAME:
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TAX RESIDENCY DECLARATION SELECT ALL THE OPTIONS THAT APPLY TO YOU

- I am a tax resident of Canada
- I am a tax resident or a citizen of the United States (US Persons including US citizens and US residents must provide a Social Security Number (SSN) also referred to as a Taxation Identification Number (TIN) below and attach an IRS Form W-9 with this application form)

TAX IDENTIFICATION NUMBER (TIN)

- I am a tax resident of a jurisdiction other than Canada or the United States (indicate your jurisdictions of tax residence and TINs below)

JURISDICTION OF TAX RESIDENCE:	TAX IDENTIFICATION NUMBER (TIN)
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If you do not have a TIN for a jurisdiction, indicate the reason by selecting an option below. If you do not have a TIN, you have 90 days to apply for one and 15 days after you receive it to provide it to ADSC.

- A. I will apply or have applied for a TIN but have not yet received it
- B. My jurisdiction of tax residence does not issue TINs to its residents
- C. Other reason: _____



POLITICALLY EXPOSED PERSON DECLARATION

Are you or any of your prescribed family members (spouse or common-law partner, child, mother, father, mother-in-law, father-in-law, brother, sister, half-brother or half-sister) a:

- | | | | |
|--|------------------------------|-----------------------------|--|
| Politically Exposed Domestic Person? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If the answer is "yes" to at least one question, please complete and attach the supplemental form - Politically Exposed (Foreign or Domestic) Person or Head of an International Organization Statement. |
| Politically Exposed Foreign Person? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Head of an International Organization? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

A Politically Exposed Domestic Person is defined as an individual who holds or has held one of the following offices or positions (Federal or Provincial): Governor General, Lieutenant Governor or head of government, member of the Senate or House of Commons or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a corporation wholly-owned directly by Her Majesty in right of Canada or a province, head of a government agency, judge of an appellate court in a province or the Federal Court of Appeal or the Supreme Court of Canada, leader or president of a political party represented in a legislature, or a mayor (municipal).

A Politically Exposed Foreign Person is defined as an individual who holds or has held one of the following offices or positions in or on behalf of a country: head of state or government, member of an executive council of government or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a state-owned company of a state-owned bank, head of a government agency, judge of a supreme court, constitutional court or other court of last resort, or leader or president of a political party represented in the legislature.

The Head of an International Organization is defined as an individual who holds one of the following offices or positions: head of an international organization established by the governments of states or head of an institution established by an international organization.

5. THIRD PARTY DETERMINATION

Will this account be used on behalf of a third party? (A third party is an individual or an entity, other than the account holder or those authorized to give instructions about the account who directs the activity in the account. This does include individuals such as a Power of Attorney).

- Yes No

If yes, please provide the name, address and principal business or occupation of the third party and the nature of the relationship with that third party. If the third party is an individual, please provide their date of birth. If the third party is a corporation, please provide the incorporation number and place of incorporation.

<input type="text"/>	<input type="text"/>	<input type="text"/>
NAME OF THIRD PARTY: BIRTH DATE (IF AN INDIVIDUAL):	INCORPORATION NUMBER (FOR CORPORATIONS):	PLACE OF INCORPORATION (FOR CORPORATIONS):
<input type="text"/>		
ADDRESS		
<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	PROVINCE	POSTAL CODE
<input type="text"/>		<input type="text"/>
NATURE OF RELATIONSHIP BETWEEN CLIENT AND THIRD PARTY:		PRINCIPAL BUSINESS OR OCCUPATION AND INDUSTRY:

6. SHAREHOLDER COMMUNICATION INFORMATION

I have read and understand the "National Instrument 54-101 Explanation To Clients" that you have provided me in connection with this application form and the choices indicated by me apply to all of the securities held in the Account.

PART 1 - DISCLOSURE OF BENEFICIAL OWNERSHIP INFORMATION

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to Agora Dealer Services Corp. disclosing your name, address, electronic mail address, securities holdings and preferred language of communication to issuers of securities you hold with Agora Dealer Services Corp. and to other persons or companies in accordance with securities law.

- I OBJECT to you disclosing the information described above
- I DO NOT OBJECT to you disclosing the information described above.

PART 2 - RECEIVING SECURITY HOLDER MATERIALS

Please mark the corresponding box to show what materials you want to receive. "Security holder materials sent to beneficial owners of securities" consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of proxy-related materials; and (c) materials sent to security holders that are not required by corporate or securities law to be sent.

- I OBJECT to you disclosing the information described above
- I DO NOT OBJECT to you disclosing the information described above.



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PART 3 - PREFERRED LANGUAGE OF COMMUNICATION

Please mark the corresponding box to show your preferred language of communication.

- French
- English

Note: These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.

I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.

7. ANNUAL ACCOUNT FEE

I request that my annual account fee, until I direct otherwise in writing, be collected from (select one):

- A** **MY CHEQUING ACCOUNT** - Void cheque attached. This bank account will be used each year, on or about June 1, for the withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your ADSC account(s). Please see the below Pre-Authorized Debit (PAD) Terms and Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.
- B** **CASH IN MY ACCOUNT** - Note: I understand if there is insufficient cash available in my account the fee can/ may be collected by redeeming assets from my account. I am aware that a transaction fee will apply. I am aware that there may be a tax consequence. ADSC has established a hierarchy of investments for collecting fees as detailed in section h) of the account agreement.

8. AGREEMENT FOR FEE PAYMENT BY PRE-AUTHORIZED DEBIT (PAD)

I hereby authorize Agora Dealer Services Corp. ("ADSC") to debit the following bank account for payment of annual administration fees and I have attached a sample void cheque for the account being debited.

FINANCIAL INSTITUTION		BRANCH			
ADDRESS		CITY		PROVINCE	POSTAL CODE
TRANSIT NUMBER		BANK ACCOUNT NUMBER		<input checked="" type="checkbox"/> ACCOUNT HOLDER SIGNATURE	DATE (MM/DD/YYYY)

- a)** By signing this application, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.
- b)** You authorize Agora Dealer Services Corp. ("ADSC") to debit the bank account provided for the amount(s) and in the frequencies instructed.
- c)** If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD.
- d)** You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.
- e)** You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- f)** You may change these instructions or cancel this plan at any time, provided that ADSC receives at least 10 business days notice by phone or by mail. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca.
- g)** You authorize ADSC to accept changes to this agreement from your registered dealer or your advisor in accordance with the policies of ADSC, in accordance with the disclosure and authorization requirements of the CPA.
- h)** You agree that the information in this application will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- i)** You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- j)** You have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

I/We authorize the processing, by ADSC, of a fixed, personal PAD for payment of annual administration fees in accordance with Section 8 hereof through my/our bank account, the details of which appear on the attached void cheque.

I/We agree to the terms and conditions of this agreement as stated herein.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
BANK ACCOUNT OWNER SIGNATURE	CO-ACCOUNT OWNER SIGNATURE (IF REQUIRED)	DATE (MM/DD/YYYY)



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9. ACCOUNT HOLDER ACKNOWLEDGEMENT

Please read the Account Agreement attached to this application for important Terms and Conditions that apply to your Account.

I/We hereby certify that the information in this application is complete and accurate. I/We acknowledge that I/We have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I/We undertake to advise my Dealer in writing of any change to the information in this application.

PRIVACY PROTECTION - By signing this application form below, I/We acknowledge reading the Privacy Protection Notice attached to this application and I/We consent to my personal information being collected, held, used and disclosed (i) by each company with whom I/We have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducing Dealer as necessary for the purpose of carrying out the functions described in clause (b) of the Account Agreement attached to this application. If I/We have provided information concerning any other person, I/We confirm that I/We am/are authorized to provide such information.

SIGNATURE OF PRIMARY ACCOUNT HOLDER DATE (MM/DD/YYYY)

SIGNATURE OF JOINT ACCOUNT HOLDER (IF APPLICABLE) DATE (MM/DD/YYYY)

10. IDENTITY VERIFICATION

Identity verification is required for each Individual and or joint applicant. Agora Dealer Services Corp. will accept a valid legible reproduction of one on the following:

Driver's license, Passport, Provincial identification card

IDENTITY VERIFICATION OF PRIMARY ACCOUNT HOLDER

DOCUMENT TYPE(PASSPORT, DRIVER'S LICENSE, ETC.) NUMBER: PLACE OF ISSUE: EXPIRY DATE (MM/DD/YYYY)

IDENTITY VERIFICATION OF JOINT ACCOUNT HOLDER

DOCUMENT TYPE(PASSPORT, DRIVER'S LICENSE, ETC.) NUMBER: PLACE OF ISSUE: EXPIRY DATE (MM/DD/YYYY)

DEALER VERIFICATION

I verify that: I have seen the original document indicated heron The identification provided by the individual(s) is valid and has not expired and i have verified that the person shown in the photo ID's is the person who appeared before me.

NAME: SIGNATURE: DATE OF ID VERIFICATION: (MM/DD/YYYY)

11. DEALER/ADVISOR INFORMATION

A) Do you have a direct or indirect interest in the account other than interest in commissions charged? Yes No

If yes, give details in Advisor's Comments.

Advisor's Comments _____

B) Are you registered in the province in which the applicant resides? Yes No

C) Have you personally met the applicant? Yes No If yes, when? _____

D) How long have you known the applicant? _____

E) How did you come to know the applicant? Advertising Phone Personal Contact Walk in Referral Referral by _____

F) Has a credit check been done? Yes No Date _____ If yes, what was the result (check one) Acceptable Not Acceptable Date _____

SIGNATURE OF ADVISOR SIGNATURE OF BRANCH MANAGER DATE (MM/DD/YYYY)



12. ACCOUNT AGREEMENT

Throughout this Account Agreement, the terms "I", "me" and "my" mean the Agora Dealer Services Corp. Individual/Joint Investment Account holder, in consideration of Agora Dealer Services Corp. ("ADSC") accepting this account,

I acknowledge and agree that:

a) I have engaged my Dealer/advisor as my agent. ADSC is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my advisor or on behalf of my Dealer or advisor. ADSC is under no obligation to verify that my Dealer or advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.

b) My Dealer and ADSC have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:

Role of My Advisor

My advisor is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.

Role of My Dealer

Canadian securities regulations require that my advisor work under the authority of a dealer. My Dealer (the Introducing Dealer) and ADSC have entered into an Introducing/Carrying Dealer Arrangement. My Dealer is responsible for the opening and approval of new accounts and for supervising my advisor including ensuring that investments and trading activity in my account are suitable for me.

Role of ADSC

ADSC, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. ADSC is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, ADSC relies on the manager of the mutual fund to issue trade confirmations as permitted by MFDA Rules.

ADSC does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any investment advice given to me by my advisor or my Dealer. Also ADSC is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my advisor, my Dealer or my employer for group accounts.

ADSC is responsible for and maintains in its name, trust accounts established for the purpose of holding cash received from me and all cheques received from me shall be made payable to ADSC except in circumstances where my Dealer is permitted by securities regulations to operate a trust account.

c) ADSC has the right to reject any of my instructions, or to sell any securities in this account for legal, regulatory or eligibility reasons.

d) I am responsible for all commissions payable in respect of all trades in this account.

e) I acknowledge that I am responsible for all trades placed by me, my Dealer or my advisor and I must pay for the trade at the time the trade is placed.

f) ADSC will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by ADSC to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, ADSC provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income and issuing statements.

g) I will pay ADSC any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, ADSC can sell securities in this account or otherwise deduct from this account any amounts owing to them.

h) ADSC may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account ADSC has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:

- (i) Cash
- (ii) High Interest Investment Account
- (iii) Front-end money market funds/t-bill funds
- (iv) Other front-end mutual funds
- (v) Deferred sales charge money market funds/t-bill funds
- (vi) Other deferred sales charge mutual funds
- (vii) Front-end money market funds/t-bill funds (non-electronic)
- (viii) Other front-end mutual funds (non-electronic)
- (ix) Deferred sales charge money market funds/t-bill funds (non-electronic)
- (x) Other deferred sales charge mutual funds (non-electronic)
- (xi) Front-end asset allocation mutual funds/dollar cost averaging mutual funds
- (xii) Front-end capped funds
- (xiii) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds
- (xiv) Deferred sales charge capped funds
- (xv) Labour-sponsored mutual funds
- (xvi) Other mutual fund investments including exchange traded funds
- (xvii) Other investments

i) I will deliver any securities that I sell to ADSC promptly if not held by ADSC. If I do not, ADSC may purchase the security at my expense.

j) I will notify ADSC in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices

k) Each of ADSC and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of ADSC and my Dealer also have the right to use banking information, including without limitation with respect to any deposit account I may have in connection with the provision of services to me.

l) I will advise ADSC of any changes to this account in writing.

m) I acknowledge that any update to my personal information will apply to all accounts in my client record.

n) ADSC may, from time to time, amend the terms of this Account Agreement, including a new fee or amending the fees outlined in the Account Fee Schedule after giving me no less than 60 days notice of the new or amended fees.

o) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, ADSC agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and ADSC.

p) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.

q) ADSC will pay interest to this account on credit balances, or charge interest to this account on debit balances, at the applicable rate as posted from time to time.

r) In the ADSC Investment Account Application and Account Agreement all singular references are deemed to be in the plural, as applicable.

s) ADSC will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on the trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by ADSC, or others engaged by ADSC, and each may earn revenue, in addition to the applicable commissions, based on the difference between the bid/ask rates for the currency and ADSC, or others engaged by ADSC, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.

t) The parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

The following additional terms apply only to accounts held jointly or as tenants in common:

u) The account is owned jointly by those persons signing the ADSC Investment Account Application and that ownership is in equal portions, unless otherwise specified if held as tenants in common.

v) All of us are jointly and severally liable to ADSC for any debts, liabilities and obligations arising in connection with the account.

w) ADSC may, without consulting any of the other account holder(s), act on orders for the account submitted by any one of us, including authorization to receive confirmations, statements or other information and to buy, sell, deposit, withdraw, transfer, deliver and/or receive any and all account eligible securities and/or funds.

x) The transfer, delivery or payment of securities and/or funds may be made to any one of us or an account for any one of us, without any liability to ADSC.

y) All confirmations, statements, or other notices from ADSC will be mailed to the Applicant's address or to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders. Co-applicants may receive copies of statements upon request.

z) On the death of any one of us, the deceased's portion of the account proceeds will be disposed of to the remaining account holder(s) if the account is held with rights of survivorship, or to the executor or administrator of the deceased's estate if it is held as tenants in common.

aa) On the death of any one of us, the remaining account holder(s) agrees to immediately advise ADSC, and to provide such documentation as may reasonably be requested. ADSC reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.

bb) The deceased's estate and the surviving account holder(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to ADSC receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving account holder(s).

The following additional terms apply only to informal In Trust For accounts:

cc) If this account is held In Trust For more than one individual (ie., beneficiary), each beneficiary's interest in the account is deemed to be in equal portions.

dd) ADSC has no obligation to observe the terms of any trust and I am solely responsible for ensuring compliance with the terms of any applicable trust agreement, or applicable law.

ee) For accounts with co-applicants, all confirmations, statements, or other notices from ADSC will be mailed to the Applicant's address or to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders.

ff) For accounts with co-applicants, on the death of any one of us, the remaining account holder(s) agrees to immediately advise ADSC, and to provide such documentation as may reasonably be requested. ADSC reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.



National Instrument 54-101 Explanation to Clients

The securities in the Account with us are not registered in your name but in the name of ADSC or its nominees. The issuers of the securities in your Account may not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your Account.

Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuers' securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the Client Response Form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information by us, please mark the first box in Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending security holder materials to you. If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by our agent or us in accordance with our Agreement with you.

Receiving Security Holder Materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such security holders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a security holder meeting.

In addition, reporting issuers may choose to send other security holder materials to beneficial owners, although they are not obliged to do so. Securities law permits you to decline to receive security holder materials. The three types of materials that you may decline to receive are:

- a. Proxy-related materials, including annual reports and financial statements, that are sent in connection with a security holder meeting;
- b. Annual reports and financial statements that are not part of proxy-related materials; and
- c. Materials that a reporting issuer or other person or company sends to security holders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the Client Response Form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Client Response Form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form. If you want to receive ONLY PROXY-RELATED materials that are sent in connection with a special meeting, please mark the third box in Part 2 of the form. (Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through Agora Dealer Services Corp. or its agents in accordance with our Agreement with you if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

Preferred Language of Communication

Part 3 of the Client Response Form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

Agora Dealer Services Corp. Privacy Policy Collection, Use and Disclosure of Personal Information

Agora Dealer Services Corp. ("ADSC") understands the importance of privacy and is committed to protecting personal information under its control. Agora complies with all applicable Canadian privacy laws.

This Policy sets out the principles that will be observed by Agora with respect to the collection, use, disclosure and protection of personal information that is in its custody or control. This includes the personal information of any identifiable individual other than an Agora employee. Agora employees are covered by the Agora Employee Privacy Statement.

"Personal information" means information about an identifiable individual. Agora may collect personal information including your age, home address, date of birth, gender, religion, identification numbers, income, liabilities, source of funds, payment records, investment objectives, financial plans and other finance or asset-related information, marital status, personal references, citizenship and immigration status, educational and employment history.

In this Policy, "personal information" does not include business contact information which includes an individual's name or title and business contact information. The types of personal information held by Agora may vary depending on whether you are a current or prospective client, a MFDA Member firm, an Approved Person, a supplier or a service provider.

Accountability

Any questions or concerns regarding this Policy or our management of personal information may be directed to Agora's Privacy Officer at:

Agora Dealer Services Corp.
10 King Street East, 15th floor
Toronto, Ontario M5C 1C3
Attention: Privacy Officer

E-mail: privacyofficer@agoracorp.ca

Collection, Use and Disclosure

Agora limits the collection, use and disclosure of personal information to what is required and reasonable in the circumstances. Although Agora collects personal information primarily from the individual involved, it may also collect personal information from other sources. If external sources are needed to verify or supplement information, such as a credit check to ascertain your identity, your authorization will be obtained first. The information we collect and use may be shared with third parties such as our affiliates, our suppliers or agents who assist in serving you, or as required or permitted by law.

Consent

Canadian privacy laws may allow the collection, use, retention or disclosure of personal information without consent and/or its collection from a source other than the individual. Where consent is required by law Agora obtains consent.

Retention

Agora retains personal information for as long as required by law or for the completion of its regulatory obligations. Personal information that is no longer required is destroyed. Agora does not use or disclose personal information for purposes unrelated to its regulatory obligation unless required to by law. Agora does not sell personal information to other parties.

Safeguards

Agora understands the importance of using security safeguards to protect personal information against unauthorized access, collection, use, disclosure, copying, modification, disposal, destruction or similar risks. Agora employs physical, administrative and technological measures to protect personal information regardless of the format in which it is held and in accordance with the sensitivity of the information. Agora reviews these procedures periodically to ensure the ongoing safety and security of information in its custody or control.

Additional Information

For additional information about Agora's privacy policies and procedures, to make a complaint regarding Agora's compliance with its Privacy Policy and any applicable privacy laws, or to inquire about the procedure by which you may access your personal information, please contact Agora's Privacy Officer using the contact information above.