

# Co-Operative Investing Service (“Pooled Trading” )Account Agreement with Canadian ShareOwner Investments Inc. (Called “we”, “our” and “us”)

**This Agreement contains important information regarding the terms and conditions which apply to your accounts with Canadian ShareOwner Investments Inc. By signing the New Account Application, you are agreeing that you have read, understood and agree to the terms and conditions outlined in this Agreement.**

In consideration of Canadian ShareOwner Investments Inc. (“the Firm”) opening and maintaining one or more pooled trading accounts (individually a “Pooled Trading Account” and collectively, the “Pooled Trading Accounts”) for Pooled Trades, as defined below, you hereby represent, warrant, covenant and agree with the Firm as follows:

## 1. Definitions

As used in the Agreement, these terms are defined as follows:

“Available Funds for Trading Purposes” means the sum of your Pooled Trading Account’s fully settled cash balance plus the sales proceeds from unsettled trades.

“Available Funds for Disbursement” means the Pooled Trading Account’s fully settled cash balance.

“Business Day” means Monday through Friday, excluding stock exchange holidays and any other day on which the applicable exchange or market is not open for trading.

“Cash Account” means a Pooled Trading Account the Firm offers where all pooled transactions are made on a cash basis.

“Client Account Application” means an application to open a cash account.

“Customer Agreement” means the agreement you make with us when you open a Pooled Trading Account, as amended from time to time.

“Eligible Security” means a security which the Firm has made eligible for Traditional Trades or for inclusion in the Pooled Trading Plan.

“Good Delivery” means the delivery to the Firm of freely transferable securities (properly endorsed, registered and fully negotiable stock certificates).

“Non-Eligible Security” means a security which the Firm has not made eligible for Traditional Trades or for inclusion in the Pooled Trading Plan.

“Password” means the secret code that only you know and which together with your User Name is needed to access your Account(s) at the official Web Site.

“Pooled Trade” means a trade where a group of the Firm customers’ orders for the same Eligible Security are grouped or pooled into a single order and submitted to the market from time to time.

“Pooled Trading Account” means your pooled trading account with the Firm.

“Pooled Trading Plan” means the Co-Operative Investing Service administered by Canadian ShareOwner Investments Inc.

“Security” includes, but is not limited to cash and stocks held in your Pooled Trading Account or any other account maintained by the Firm, or in the Firm’s possession or control, for any purpose, in and for any of your account(s) now or hereinafter opened, including any account in which you may have an interest.

“Traditional Trade” means a trade for one customer that is routed to the market immediately upon receipt or at a specifically requested time, for execution.

"Transaction Period" means a period of up to two business days during which Pooled Trades for an Eligible Security will be made.

“User Name” means your alphanumeric code which together with the Password is required to access your Pooled Trading Account at the official Web Site.

“We,” “us” or “the Firm” means Canadian ShareOwner Investments Inc.

“Web Site” means the official web site with the domain [www.Investments.ShareOwner.com](http://www.Investments.ShareOwner.com)

“You” or “your” means each person who signs an Account Application or a designate of any person who signs an Account Application.

## **2. Opening Your Pooled Trading Account**

You may apply for a Pooled Trading Account by completing a New Account Application.

Unless otherwise disclosed, you hereby represent that if you are an individual, you have reached the age of majority; you are not a partner, director or employee of a member, member firm or member corporation of the Investment Industry Regulatory Organization of Canada or of any stock exchange, or of a non-member broker or investment dealer (each, a “Securities Industry Firm”), or, if you are such a partner, director or employee, you have received written approval from your employer to open this Pooled Trading Account and you will provide a copy of the approval to the Firm at the same time that you sign this agreement. If you become a partner, director or employee of a Securities Industry Firm, you will advise the Firm in writing and complete all documents required in order that you may be our customer. You will immediately advise the Firm if you acquire a controlling interest in or otherwise become an insider of any issuer where securities are publicly traded on a stock exchange or other organized market that publishes the prices at which such securities are bought and sold or if any other information provided in the New Account Application form, which forms part of this Agreement, changes.

If you are a married woman, you represent that you are not a “married woman not separate as to property” under the laws of the Province of Quebec (if you are, your husband must also sign this Agreement).

If you are a corporation, you represent that you have the power and capacity to enter into this Agreement and to effect the transactions contemplated herein and that the execution and delivery of this Agreement have been duly authorized.

If your New Account Application is approved, the Firm will open a Pooled Trading Account for you.

## **3. No Advice**

You acknowledge and agree that, in the course of providing Pooled Trade services to you, neither the Firm or its registered representatives will provide you with any legal, tax, accounting or investment advice or recommendation regarding the purchase, sale, suitability or profitability of any Eligible Security, transaction or investment. You acknowledge that the Firm's employees are not authorized to give any such advice and that you will not solicit or rely upon any such advice from the Firm or any of its employees. You assume full responsibility for transactions in or for your Pooled Trading Account(s) and your investment decisions. You further acknowledge that the Firm and its officers, directors, employees, agents and affiliates will have no liability for transactions in or for your Pooled Trading Account and your investment decisions. You acknowledge that the Firm will not consider your financial situation, investment knowledge, investment objectives or risk tolerance when accepting orders.

## **4. Applicable Rules and Regulations**

All Transactions made for your Account will be subject to the by-laws, regulations, rules, policies and customs governing

the exchanges or markets and their clearing houses (if any) where the orders are executed and to all laws, regulations and orders of any applicable governmental or regulatory authorities (collectively, "Applicable Rules and Regulations").

### **5. Commissions and Fees**

You will pay for all Pooled Trades at the time of placing your order. You will pay to the Firm all commissions in respect of each Pooled Trade at the Firm's prevailing rates, as established from time to time, and will pay to the Firm all other transaction charges and service fees, including where applicable any annual Pooled Trade Account maintenance or other fees. A fee and commission table is available on the Web Site and in selected publications. Fees and commissions may be amended from time to time. You waive notice of all changes in such rates.

### **6. Transactions**

Pooled Trades will be made during the Transaction Period for an Eligible Security. The start of the Transaction Period for each Eligible Security is indicated on the list of Eligible Securities published from time to time by the Firm on the Web Site and in selected publications.

All orders for Pooled Trades will be authorized by you and executed with the understanding that an actual purchase or sale is intended. You agree that the Firm is your agent to complete all such transactions and is authorized to make advances and expend monies as required.

### **7. Purchases of Eligible Securities**

To process Pooled Trade orders to purchase Eligible Securities, the Firm requires that your order be received in writing and that your Pooled Trading Account contain available funds equal to or greater than the purchase price of the Eligible Securities (plus applicable commissions) at least five business days prior to the start of the Transaction Period. Any order inadvertently accepted and/or executed without sufficient funds in your Pooled Trading Account will be subject, at the Firm's discretion, to cancellation or liquidation.

You understand that your order to purchase Eligible Securities may, at your instruction, be placed in dollar amounts (from which a brokerage commission will be deducted) and not in a specific numbers of shares. You further agree that such dollar amounts will be converted into share amounts then rounded to the fourth decimal place based on the weighted average price per share paid during the Transaction Period. To process Traditional Trade orders, the Firm requires that your order be received verbally by a licensed representative.

You are responsible for your orders, including any orders that exceed Available Funds in your Pooled Trading Account. If sufficient funds are not available in your Pooled Trading Account and an order is processed, your payment via wire or personal check, cashier's check or electronic funds transfer payable to the Firm must be promptly submitted to the Firm to assure that the payment will be received on or prior to settlement date. If payment is not received by settlement date, or as market conditions warrant, your Pooled Trading Account may be liquidated, in accordance with paragraph 14 below, without prior notification to the extent necessary to rectify any shortfall. In the event your Pooled Trading Account is liquidated, you will be liable for any resulting losses and all associated costs incurred by the Firm.

Post-dated cheques for the purchase of Eligible Securities will not be accepted and will be returned to you.

### **8. Sales of Eligible Securities**

To process Pooled Trade orders to sell Eligible Securities, the Firm requires that your order be received in writing at least five business days prior to the start of the Transaction Period. To process Traditional Trade orders, the Firm requires that your order be received verbally by a licensed representative. The Firm requires that shares be in the Pooled Trading Account and in good deliverable form prior to the acceptance of a sell order. Any order inadvertently accepted without negotiable shares in the Pooled Trading Account will be subject, at the Firm's discretion, to cancellation or buy-in, or borrowing of the Eligible Securities by the Firm to complete the order and you agree to be responsible for any cost or loss the Firm may incur, including the cost of borrowing and/or obtaining the Eligible Securities. You understand and agree that the Firm does not permit selling Eligible Securities "short" or margin accounts.

The proceeds of all sales will be retained in your Pooled Trading Account unless you request otherwise. You may withdraw uninvested cash from your Pooled Trading Account upon request to the Firm and upon payment of the applicable fees. We may require that you make these requests in writing. Cheques will be made payable only to the order of the account holder.

## **9. Interest**

The Firm will pay interest monthly on the credit balance in your Pooled Trading Account subject to minimums which may change from time to time.

## **10. Cancellation Requests**

When you place a request to cancel an order, the cancellation of that order is not guaranteed and is on a best efforts basis only. Cancellation requests must be received in writing at least five business days prior to the start of the Transaction Period.

## **11. Telephone Recording**

You acknowledge that the Firm may record all telephone calls both between you and the Firm and between the Firm and any broker or dealer to whom an order is directed.

## **12. Satisfaction of Indebtedness**

You will promptly pay all indebtedness when due. For the purpose of this agreement, the term “indebtedness” at any time means all of your indebtedness to the Firm as set out in any statement of account or other communication sent by the Firm to you and includes interest on any credit extended to you, commissions, fees and the reasonable costs of collection of payment owed to the Firm, together with legal fees associated therewith that the Firm has incurred.

## **13. Pledge of Security Interest**

As continuing collateral security for the payment of any indebtedness which is now or which may in the future be owing by you to the Firm, you hereby pledge to the Firm any and all securities and cash, including any free credit balances, which may now or hereafter be held or carried in any of your accounts with the Firm (collectively, the “Collateral”), whether in your Pooled Trading Account or in any other account in which you have an interest and whether or not such indebtedness relates to the Collateral pledged. So long as any indebtedness remains unpaid, you authorize the Firm, without notice, to use at any time and from time to time the Collateral in the conduct of the Firm’s business, including the right to: (a) combine any of the Collateral with property of the Firm or other clients or both; (b) pledge any of the Collateral which is held in the Firm’s possession as security for its own indebtedness; (c) loan any of the Collateral to the Firm for its own purposes; or (d) use any of the Collateral for making delivery against a sale whether such sale is for your Pooled Trading Account or in the account of any other of the Firm customers.

## **14. Elimination or Reduction of Indebtedness**

If you fail to pay any indebtedness when due, or if on or before any settlement date you fail to comply with any other requirement contained in this Agreement, then, in addition to any other right or remedy to which the Firm is entitled, the Firm may at any time and from time to time, without notice or demand to you: (a) apply monies held to your credit in any other account with the Firm to eliminate or reduce indebtedness; (b) sell, contract to sell or otherwise dispose of any or all of the securities held by the Firm for you and apply the net proceeds therefrom to eliminate or reduce indebtedness; or (c) cancel any outstanding orders. Such rights may be exercised separately, successively or concurrently. The Firm will not be required to exercise any such rights nor will it be required to exercise any right prior to exercising any other right.

The failure to exercise any or all of such rights or the granting of any indulgence will not in any way limit, restrict or prevent the Firm from exercising such rights at any subsequent time and shall not limit, reduce or discharge any indebtedness or part thereof. Any sales or purchases for the Account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as the Firm deems advisable. If demand is made or notice given to you by the Firm, it shall not constitute a waiver of any of the Firm’s rights to act hereunder without demand or notice. Any and all expenses (including any legal fees) incurred by the Firm in connection with exercising any right pursuant to this section may be charged to your Account. You shall remain liable to the Firm for any deficiency remaining following the exercise by the Firm of any or all of its rights and agree that the rights which the Firm is entitled to exercise pursuant to this section are reasonable and necessary for the Firm’s protection having regard to the nature of securities markets, including in particular, their volatility.

## **15. Transfers to Other Accounts**

The Firm may at any time and from time to time apply any monies or Eligible Securities in your Pooled Trading Account and any proceeds from the sale or other disposition of such Eligible Securities to pay or cover any of your obligations to the Firm including your obligations in respect of any other account with the Firm, whether such account is a joint account or is an account guaranteed by you.

## **16. Your Eligible Securities and Deposits**

The Firm may hold your Eligible Securities and deposits at its head office or at any other location where it is customary for the Firm to keep its Eligible Securities and deposits and the Firm's responsibilities to you for holding your Eligible Securities and deposits will be limited to the same degree of care exercised by the Firm in the custody of its own Eligible Securities and deposits.

Without limiting any of the Firm's rights under any other part of this Agreement and subject to prior repayment of any of your indebtedness to the Firm, you are entitled, upon paying any applicable fees, to receive physical delivery in due course of fully paid whole shares of Eligible Securities in your Pooled Trading Account.

Certificates for Eligible Securities of the same issue and for the same aggregate amounts may be delivered to you in lieu of those you may have originally deposited. The Firm may at any time and without notice to you cause any Eligible Securities in your Account to be registered in your name.

## **17. Free Credit Balances**

Any monies held by the Firm from time to time to your credit are payable on demand, need not be segregated and may be used by the Firm in the ordinary conduct of its business. You acknowledge that the relationship between you and the Firm with respect to such monies is one of debtor and creditor only.

## **18. Restrictions on Trading**

You understand the Firm may at any time, at its sole discretion and without prior notice to you, prohibit or restrict your ability to trade Eligible Securities in your Pooled Trading Account.

## **19. Termination of Pooled Trading Accounts**

You may close your Pooled Trading Account at any time by giving us 5 business days' prior written notice. The Firm may terminate your Pooled Trading Account at any time and for any reason. Closing a Pooled Trading Account will not affect rights and obligations of either party incurred or arising from transactions initiated under this Agreement prior to the termination.

## **20. Suspending or Terminating Investments in an Eligible Security**

The Firm has the right at its sole discretion to suspend or terminate investing in any Eligible Security at any time. You will be notified of the Firm's intention to suspend or terminate investing in an Eligible Security at least 30 days before the date on which the suspension or termination will occur.

The Final Transaction Period for a security which the Firm intends to suspend or terminate trading in, will be the last available Transaction Period for the security prior to the date on which the suspension or termination will occur.

Any pre-authorized bank withdrawals regarding the Eligible Security being terminated or suspended will continue to be credited to your Pooled Trading Account unless the Firm is instructed otherwise.

Any cash dividends received by the Firm following the Final Transaction Period of an Eligible Security that is being suspended or terminated will be credited to your Pooled Trading Account.

## **21. Cash Dividends**

All cash dividends received on the Eligible Securities that you own in your Pooled Trading Account will be invested automatically in additional shares (or fractional interests in shares) of the same Eligible Security during the next Transaction Period. Fees may be charged for this service. If you liquidate your entire position in an Eligible Security after the record date for dividends, the cash dividends will be credited to and held in your Pooled Trading Account pending further instructions.

## **22. Voting Rights**

You will have the same voting rights for your whole shares as all other beneficial owners of an Eligible Security. Please note that fractions of a share have no voting rights.

## **23. Special Circumstances**

- (a) Stock and Other Non-Cash Dividends

Shares of an Eligible Security received as stock dividends on an Eligible Security are automatically allocated on a pro rata basis to participants in the Pooled Trading Plan who own the Eligible Security.

Shares of a Non Eligible Security that are received as dividends on an Eligible Security will, at the discretion of the Firm, either (a) be sold in the market and the proceeds treated as cash dividends; or (b) be treated as lump-sum purchases in the case of the Non-Eligible Security being added to the list of Eligible Securities. Applicable fees will be applied.

In the event that a dividend in specie is received for an Eligible Security, the securities or other assets received will be sold in the market and the proceeds of the sale, less applicable fees, will be treated like cash dividends.

(b) Rights Issues

The rights will be sold in the market and the proceeds of the sale will be treated as cash dividends.

(c) Take-Over or Issuer Bids

In the event of a take-over bid or an issuer bid for an Eligible Security, affected participants can obtain direct control of their shares of the Eligible Security by having their shares registered and taking delivery of the shares.

For shares remaining in the Pooled Trading Account, the Firm will not accept an issuer bid or a partial take-over bid for shares.

The Firm will accept a take-over bid made for all shares only if all of the conditions of the bid are satisfied and it is clear that the shares will be taken up under the bid.

Where the Firm accepts a take-over bid, the Firm will proceed as follows:

- (i) if the consideration received is cash, the transaction will be treated as a sale of your shares and the proceeds, less applicable fees, will be credited to your Pooled Trading Account. All pre-authorized purchases will be cancelled at the first available opportunity following the completion of the take-over; any funds already withdrawn but not yet invested will remain in your Pooled Trading Account. Any pre-authorized bank withdrawals regarding your shares will continue to be credited to your Pooled Trading Account;
- (ii) if shares of an Eligible corporation are received as consideration, the Firm will treat the shares received as a lump-sum purchase. The shares received, less the number required for fees, will be allocated pro rata to the participants involved. All pre-authorized purchases applicable to the security being taken-over will be transferred to the shares being received;
- (iii) if securities other than common shares of an Eligible Security are received as consideration, the securities will be sold; the transaction will be treated as a sale; and the proceeds, less applicable fees, will be credited to your Pooled Trading Account. All pre-authorized purchases will be cancelled at the first available opportunity following the completion of the take-over; any funds already withdrawn but not yet invested will be remain in your Pooled Trading Account. Any pre-authorized bank withdrawals regarding your shares will continue to be credited to your Pooled Trading Account; and,
- (iv) if a combination of cash and shares, or other consideration, is received, the Firm will follow an analogous procedure that it believes to be appropriate in the circumstances.

(d) Amalgamation or Reorganization

In either case, the Firm will follow the procedures applicable to take-over bids.

## 24. Communications

Communications include notices, demands, reports, statements and confirmations. Communications may be sent to you at the address given in your application as a mailing address, or at such other address as you may desig-

nate in writing to the Firm's head office. All communications sent, whether by mail, e-mail, facsimile, messenger or otherwise, will be considered delivered to you personally, whether you actually receive them or not.

Every report, confirmation and statement or other communication available to you from the Firm's Web Site will be considered final and will be deemed to have been acknowledged as correct, approved and consented to by you unless you (i) in the case of confirmations, object to the confirmation in writing within 10 days of its availability on the Web Site; or, (ii) in the case of statements, in writing within 45 days of its availability on the Web Site.

Upon receipt from the Firm of any statement, you will examine the statement immediately, and notify the Firm in writing immediately of any errors or objections to the statement.

If you do not notify the Firm of any errors or objections within 45 days from the date appearing on your statement, the information and balances shown in the statement will be accepted by you as correct. The Firm will be released from all claims by you in connection with the statement or any action taken or not taken by the Firm regarding your Account.

If you notify the Firm outside the 45 day period of (a) errors or discrepancies in any statement, or (b) any action taken or not taken by the Firm regarding your Account, and the Firm undertakes an investigation of your claim, we may charge an investigation fee designated by the Firm from time to time plus related expenses.

You understand and agree that, as a condition of the Firm maintaining a Pooled Trading Account for you, you will immediately notify the Firm if: (a) you have received acknowledgment (whether through electronic or hard copy) of an execution for an order which you did not place or any similar conflict; or (b) you become aware of any unauthorized use of your User Name, or sign-on password.

If you fail to notify the Firm as soon as possible when any of the above conditions occurs, neither the Firm nor any of its officers, employees, agents, affiliates or subsidiaries will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling or loss of any order.

## **25. On-Going Communications**

The Firm will provide you with 24 hour access to confirmation and details of transactions at the Web Site. Other information provided at the Web Site includes purchase and sale prices, confirmation of transactions, timing of transfers, etc. The Firm will not provide communication by phone to obtain this routine information.

## **26. Limitations of Liability**

The Firm will not be liable for any act done in good faith or for the good faith omission to act in connection with the Pooled Trading Service, including, without limitation, any claim of liability arising out of failure to terminate a client's Pooled Trading Account upon such client's death prior to receipt of notice in writing of such death, or with respect to the prices at which shares of Eligible Securities are purchased or sold for a Pooled Trading Account and the times when such purchases and sales are made, or with respect to any loss or fluctuation in the market value after the purchase or sale of such shares. Furthermore, if it appears to the Firm that any customer is using or contemplating the use of a Pooled Trading Account for purchase and sale activities in a manner or with the effect that, in the sole judgment and discretion of the Firm, is not in the best interests of the Firm or its customers, then the Firm may decline to process any investment on behalf of a customer. Such investments will be returned by the Firm as promptly as practicable, without interest. You agree that the Firm cannot assure you of a profit or protect you against a loss on the shares purchased through the Firm.

You agree that the Firm and its affiliates will not be liable for any losses resulting from a cause over which the Firm or its affiliates does not have direct control, including but not limited to the failure of computer, electronic or mechanical equipment or communication lines, the Internet, telephone or other interconnect problems (e.g., if you are unable to access your online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labour problems.

## **27. Proxy Materials**

Unless you have directed otherwise, the Firm will forward to you any and all proxy materials that are received and any other material furnished to the Firm by issuers whose securities you own, including annual reports, quarterly reports and notices of meetings.

## **28. Extraordinary Events**

The Firm and its affiliates will not be liable for any loss or damage, howsoever caused, whether directly or indirectly, from any cause over which neither the Firm nor its affiliates has control including, but not limited to government restrictions; exchange or market rulings; suspension of trading; wars; or strikes.

## **29. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will only apply to such provision. The validity of the rest of the Agreement will not be affected. The Agreement will continue to be carried out as if such invalid or unenforceable provision were not in the Agreement.

If any Applicable Rules and Regulations are enacted, made, amended or otherwise changed with the result that any term or condition of this Agreement is, in whole or in part, invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Rules or Regulations.

## **30. Waiver**

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of the Firm.

This Agreement will survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.

## **31. Successors**

You agree that this Agreement and all its terms will be binding upon your heirs, executors, administrators, personal representatives and assigns. This Agreement will inure to the benefit of the Firm and its successors, assigns and agents. The Firm may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without giving you notice, or to any other entity upon prior written notice to you.

## **32. Power of Attorney**

You agree and hereby irrevocably appoint the Firm, with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Firm deems necessary or advisable to accomplish the purposes of this Agreement.

## **33. Headings**

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

## **34. Entire Understanding; Assignment**

This Agreement, together with all other written agreements between you and the Firm related to your Pooled Trading Account and terms contained on statements and confirmations, sent to you, contains the entire understanding between you and the Firm concerning the subject matter of this Agreement. You may not assign your rights and obligations hereunder without first obtaining the prior written consent of the Firm.

## **35. Choice of Law**

This Agreement shall be deemed to have been made in the Province of Ontario and will be governed by the laws thereof.

## **36. Quebec Residents**

It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of your Account be in English.

Il est de la volonté expresse des parties que la présente convention et tous les documents, avis et autres communications qui concernent la tenue du compte soient rédigés en langue anglaise.

This request has been in effect throughout the entire Account application process.

Vous et nous convenons que cette demande a été en vigueur tout au long du processus de demande de compte.