



Account Holder Name(s): _____
Application Reference #: _____

Complete this form if you wish to authorize another person to have full power and authority over your Account(s) with TD Waterhouse Canada Inc. as listed below.

Please make a separate election for your accounts in each division of TD Waterhouse Canada Inc. to which you want your Power of Attorney to apply.

TD Direct Investing:

This Power of Attorney will apply to all your TD Direct Investing accounts under your 6 digit client ID(s) (your account number without the letter at the end that indicates the type of account) indicated below. You agree that this Power of Attorney will apply to all your current and future accounts under each client ID listed.

Client ID(s)

TD Wealth Financial Planning:

This Power of Attorney will apply to all your TD Wealth Financial Planning accounts under your 6 digit client ID(s) (your account number without the letter at the end that indicates the type of account) indicated below. You agree that this Power of Attorney will apply to all your current and future accounts under each client ID listed.

You acknowledge and agree that your attorney, if accessing your accounts on WebBroker, will have view access to all accounts under the 6 digit client ID(s), listed below.

Client ID(s)

TD Wealth Private Investment Advice:

This Power of Attorney will apply to all your TD Wealth Private Investment Advice accounts under your 6 digit client ID(s) (your account number without the letter at the end that indicates the type of account) indicated below. You agree that this Power of Attorney will apply to all your current and future accounts under each client ID listed.

You acknowledge and agree that your attorney, if accessing your accounts on WebBroker, will have view access to all accounts under the 6 digit client ID(s), listed below.

Client ID(s)

Throughout this agreement, the words "you", "your" and "yours" mean the person making this Power of Attorney, referred to as the donor. The words "we", "us" and "our" mean TD Waterhouse Canada Inc. ("TD Waterhouse").

Appointment of Attorney

You hereby appoint _____
to act on your behalf as your attorney(s) with respect to your Account(s) with us in accordance with applicable provincial or territorial laws governing powers of attorney ("Attorney").

For divisions other than TD Direct Investing, you may designate more than one attorney but you must state whether you wish them to act together, separately or both together and separately.

Where I have appointed more than one attorney to act for me, I authorize them to act _____ (fill in one of the following: together, separately, or both together and separately or by majority decision). If you do not indicate your preference, your Attorneys will be required to act together; and (ii) if one or more Attorneys are unable to act for any reason, then the remaining or surviving Attorney(s) may continue to act on your behalf.

At such time as this Power of Attorney is signed and properly witnessed, or otherwise fully executed in accordance with applicable law as an enduring or a continuing Power of Attorney (or a protection mandate in anticipation of incapacity in Quebec), subject to any restrictions imposed upon you under any agreements governing your Account (s) or under the law, your attorney will have the power and authority to do the following for you through your accounts with us:

- buy, sell and trade stocks, bonds, and any other securities (including margin purchases and short sales*);
- receive and deliver securities and order their reception from and delivery to others either for free or against payment for your account;
- order the redemption of payments from and the making of payments to others including your attorney;
- receive payments from or make payments to others;
- receive transaction statements, and approve and confirm them;
- receive all notices and demands of any kind addressed to or intended for you regarding your account transactions;
- withdraw funds from your account;
- transfer your account;
- sign any agreements with us on your behalf necessary for your transactions;
- act on your behalf in any other matter regarding your accounts with us.

* *Not permitted in your SDRSP¹, SDRIF² or RESP³*

You agree and acknowledge that: (i) you will be responsible for any actions taken by your Attorney regarding your Account(s); (ii) we reserve the right to review and reject, at our sole discretion, any of your Attorney's transaction requests or any other direction; (iii) you will indemnify us completely from and against any action taken by your Attorney until such time as we have been informed that your Attorney's appointment has ended in accordance with the terms of this document or under applicable laws.

Ending this Power of Attorney

Each of you agrees that this Power of Attorney is binding on each of you as well as on your heirs, executors, administrators, successors and assigns.

We will continue to deal with your Attorney until this Power of Attorney is ended by us actually having received one or more of the following: (i) a written notice signed and dated by you revoking this Power of Attorney in accordance with applicable law; (ii) an original or a notarial copy of proof of your death (for example, a death certificate); (iii) an original or notarial copy of an order of a court of competent jurisdiction terminating this Power of Attorney or the authority of the Attorney; or (iv) where there is no alternate, surviving or remaining Attorney named in this document, an original or notarial copy of a document or other evidence as required under any applicable law or acceptable to us at our sole discretion indicating: (A) the resignation, death, incapacity of the Attorney; or (B) that the authority of the Attorney has otherwise ended.

This TD Waterhouse form of Power of Attorney does not revoke any previous general or continuing powers of attorney you have given. You specifically authorize multiple powers of attorney.

This Power of Attorney Continues If You Become Legally Incapacitated

You authorize this Power of Attorney to continue to be exercised if you become mentally incompetent or legally incapacitated after the execution of this Power of Attorney.

COLLECTING AND USING YOUR INFORMATION

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- references you have provided
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to

satisfy legal and regulatory requirements applicable to us

- to suppliers, agents and other organizations that perform services for you or for us or on our behalf
- when we buy a business or sell all or part of our business or when considering those transactions
- where permitted by law
- Within TD Bank Group ("TDBG") to manage your total relationship within TDBG, including servicing your account, as well as our business risks and operations or to comply with legal or regulatory requirements.

SHARING INFORMATION WITHIN TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Telephone and Internet discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Agreement must be read together with our Privacy Code which includes our [Online Privacy Code](#) and our [Mobile Apps Privacy Code](#). You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-222-3456. Please read our [Privacy Code](#) for further details about your opt-out choices.

Signature of Donor: _____ Date: _____

Print the Name of the Donor: _____

Signature of Individual Signing Limited Power of Attorney on Behalf of Physically Incapable Donor/Grantor (for all jurisdictions)

If the Donor is physically incapable of signing, an individual other than the Attorney may sign on the Donor's behalf in the presence and at the direction of the Donor. The Donor must (a) acknowledge the signature in the presence of a witness; and (b) the witness must sign the document in the presence of the Donor. The following individuals cannot sign this document on behalf of the Donor or act as a witness to the signature below: the Attorney, spouse or adult interdependent partner of Attorney, the Donor or the person signing the document on behalf of the Donor.

I declare that the Donor is physically incapable of signing this Limited Power of Attorney. I signed this Limited Power of Attorney on behalf of the Donor in the presence and at the direction of the Donor.

Signature of individual signing on behalf of Donor/Grantor Print Full Name of individual signing on behalf of Donor/Grantor Date

Address of individual signing on behalf of Donor/Grantor Phone

Witnesses to the signature of the Donor:

All witnesses must be legally competent adults who understand the language of this form (unless interpretive assistance is provided) excluding the donor, a person signing for the donor, the attorney, or a family member (including a parent, spouse, child or partner) of any of them.

One witness is sufficient in all provinces except **Ontario** and **Quebec** provided that in **Manitoba, Saskatchewan** and **B.C.**, that witness must be a designated professional; and

- (a) In **Saskatchewan**, that witness must complete the required witness certificate (two non-lawyer witnesses are permissible as an alternative to a lawyer witness).
- (b) In **Manitoba**, the witness must always be : (a) An individual registered or qualified to be registered to solemnize marriages, (b) a judge of the superior court or justice of the peace or provincial court, (c) a Qualified medical practitioner, (d) a Notary public appointed for the province, (e) a lawyer entitled to practice in the province, (f) a member of the RCMP, or (g) a police officer.
- (c) In **B.C.**, two non-designated witnesses are permissible as an alternative to a lawyer or B.C. notary.

In addition to the above restrictions, a witness cannot be the employee or agent of the attorney except in situations set out in applicable law.

Sole witness to signature of Donor (For all provinces **except** Ontario and Quebec and for designated professional witness in Manitoba, Saskatchewan and B.C.)

I certify that (a) I have no reason to believe that the person whose name appears above is incapable of giving a continuing Power of Attorney for property; and (b) I was personally present and saw the Donor sign and date this Power of Attorney in my presence and I as witnesses to this Power of Attorney signed and dated it in the presence of the Donor; (c) I am an adult; (d) I am not named in the Power of Attorney as an attorney; (e) I am not a spouse, child or parent of a person named in this Power of Attorney as an Attorney; and (f) If I am an employee or agent of the Attorney, then the Attorney is a financial institution authorized to carry on trust business under the relevant laws.

☐ Member of Law Society of _____

☐ Notary in Province of _____

☐ Designated Professional in Manitoba _____

Witness' Signature: _____ Print Full Name: _____

Address: _____ Phone: _____

Where Two (2) Witnesses:

We certify that (a) we have no reason to believe that the Donor is incapable of giving an enduring or continuing Power of Attorney for property; and (b) we were personally present and saw the Donor sign and date this Power of Attorney in our presence and we as witnesses to this Power of Attorney signed and dated it in the presence of the Donor; (c) we are both adults in the relevant Province and are not family members of the Donor or an Attorney; and (f) If we are employees or agents of the Attorney, then the Attorney is a financial institution authorized to carry on trust business under the relevant laws.

First witness to signature of Donor (For Ontario and Quebec and for non-designated professional witness in Saskatchewan and B.C.)

Witness' Signature: _____ Print Full Name: _____

Address: _____ Phone: _____

Second witness for signature of Donor (For Ontario and Quebec and for non-designated professional witness in Saskatchewan and B.C.)

Witness' Signature: _____ Print Full Name: _____

Address: _____ Phone: _____

Non-Lawyer Witness Certificate (2 witnesses for Saskatchewan Power of Attorney)

I, _____ of _____
Name Street Address City Province Postal Code
and
I, _____ of _____
Name Street Address City Province Postal Code

Certify:

- (a) that I witnessed the signing of the Enduring Power of Attorney of _____
- (b) that I am a adult with capacity and that I am not the attorney named in the above mentioned Enduring Power of Attorney and that I am not a family member of either the grantor or the authority
- (c) that in my opinion the grantor was an adult who could understand the nature and effect of the Enduring Power of Attorney at the time that he or she signed the above-mentioned Enduring Power of Attorney.

Signature of Witness: _____ Date: _____
Signature of Witness: _____ Date: _____

Lawyer Witness Certification

For **Saskatchewan and New Brunswick**, witness who is a lawyer must complete this Certificate.

I, _____ of _____
Name Street Address City Province Postal Code

Certify:

- (a) that I am a practicing member in good standing of the Law Society of _____
of _____
Street address City Postal Code
- (b) that I was consulted by _____
of _____
Street address City Postal Code
- (c) that I explained the nature and effect of an Enduring Power of Attorney and reviewed the provisions of the above-mentioned Enduring Power of Attorney with the grantor;
- (d) that I witnessed the signing of the above-mentioned Enduring Power of Attorney by the grantor;
- (e) that in my opinion the grantor was an adult who could understand the nature and effect of an Enduring Power of Attorney at the time that he or she signed the above-mentioned Enduring Power of Attorney.

Signature of Lawyer: _____ Date: _____

Each attorney must sign the Consent

In B.C. each attorney must sign in the presence of the lawyer or Notary who is the witness or the two non-designated witnesses for the Power of Attorney to be valid. The restrictions on witnesses to the signature of the donor in B.C. noted on page 2 also apply to the witnesses to the signature of attorney.

Consent of Your Attorney

I, the attorney named by the donor in this Power of Attorney, confirm that I am qualified to act as the attorney for the donor under applicable law, understand my responsibilities as attorney and accept my appointment as attorney. In BC, the attorney must sign the Power of Attorney in the presence of either one lawyer **or** BC notary only **or** two non-designated witnesses for the Power of Attorney to be valid. The restrictions on witnesses to the signature of the donor in BC noted above also apply to the witnesses to the signature of the attorney.

Signature of Attorney: _____

Witnesses to the signature of the Attorney:

Witness signature: _____

Witness signature: _____

About Your Attorney *(to be completed by the person appointed to act as attorney)*

Home address: _____

Name and address of Attorney's employer: _____

Occupation _____ Type of Business _____

Date of birth _____ Relationship to Account Holder _____

Full Name of Spouse or Partner _____ Occupation _____

Employer* _____ Type of Business _____

* Spousal information is required to determine pro status and as part of the "Know Your Client" regulatory requirements.

Does the attorney have other brokerage accounts or control the trading in any other accounts?

☐ No ☐ Yes - Account Types _____

Is the Attorney an insider (e.g. director, officer, 10% shareholder or more) of a reporting issuer or any other issuer whose securities are publicly traded (includes domestic, foreign, exchange-listed and over-the-counter markets)?

☐ No ☐ Yes - Name of Company(ies) _____

Is the Attorney, as an individual or as part of a group, in a control position of a publicly traded company?

☐ No ☐ Yes - Name of Company(ies) _____

Is the attorney charging a fee or receiving direct or indirect compensation for the account?

No ☐ Yes ☐

Is the attorney registered or licensed to provide financial advice or considered a registered individual or firm in the categories of Investment Dealer, Mutual Fund Dealer, Scholarship Plan Dealer, Exempt Market Dealer, Restricted Dealer, Portfolio Manager or Restricted Portfolio Manager?

No ☐ Yes ☐

Valid Identification/Citizenship Required - For Attorney(s):

- Valid ID must have the applicant's name, photo, ID Number/Account Number/Reference Number, and must match the client.
- Passport, if provided, must be signed by the applicant to be AML compliant.
- Review birthplace indicated in Passport - if U.S., refer to the FATCA website for further details and procedures
- **U.S. Persons must provide:** - *W9 form (#515876) and a Waiver of Confidentiality (#591856)*

Valid Photo ID Types

Note: Complete form 533666, Valid Non-Photo ID Types if applicant does not have one of the acceptable Photo ID listed below.

- | | | | |
|--------------|--|---|---|
| • Passport | • Canadian Driver's Licence
(Restriction: QC only if applicant volunteers it) | • Provincial Health Card (with photo)
(Restriction: ON, MB, NS and PEI not allowed by law; QC only if applicant volunteers it) | • Permanent Residence Card |
| • Nexus Card | • Canadian Provincial Government ID Card - AB, BC, NL, NS, SK, PEI, ON and MB only | • Certificate of Indian Status | • Canadian Citizenship Card
(Restriction: acceptable only if issued prior to 02/01/2012) |
| | | | • Canadian DND Military Identification Card |

Was the Affiliate Method Used? ☐ Yes ☐ No **Affiliate Date of Verification** (mm/dd/yyyy) _____

If 'Yes' is selected above, please indicate the date when the Affiliate verified the ID

ACF2 Login ID _____ Name of TD Employee _____ Date ID was Verified (mm/dd/yyyy) _____

Type of Identification _____ Identification Number _____

Place of Issue _____ Date of Issue (mm/dd/yyyy) _____ Expiry Date (mm/dd/yyyy) _____

Consent of Joint Account Holders, if any

I (We) are joint account holders on the following Account(s) and consent to this appointment of the attorney(s) named in this Power of Attorney with respect to these Account(s):

I (We) acknowledge that the actions of the attorney with respect to these Account(s) will be binding on me (us).

Signature of Joint Account Holder: _____ Date: _____

Signature of Joint Account Holder: _____ Date: _____

¹ Registered Retirement Savings Plan (RRSP) - Refers to the TD Waterhouse Self-Directed Retirement Savings Plan

² Registered Retirement Income Fund (RRIF) - Refers to the TD Waterhouse Self-Directed Retirement Income Fund

³ Registered Education Savings Plan (RESP) - Refers to the TD Securities Inc. Self-Directed Education Savings Plan

TD Direct Investing, TD Wealth Financial Planning, and TD Wealth Private Investment Advice are divisions of TD Waterhouse Canada Inc., a subsidiary of The Toronto-Dominion Bank.
TD Waterhouse Canada Inc. - Member of the Canadian Investor Protection Fund.