

Notification of changes to your TD Waterhouse® Account and Service Agreements and Disclosure Documents, effective January 1, 2008

The following changes apply to all TD Waterhouse Canada Inc. accounts, including its divisions TD Waterhouse Discount Brokerage, TD Waterhouse Financial Planning, TD Waterhouse Private Investment Advice and TD Waterhouse Institutional Services – Investment Counsellor channel, except where otherwise noted.

CASH ACCOUNT AGREEMENT

2. Services - Paragraph 3 - Amended

You acknowledge and agree that your calls to us may be taped to enhance quality customer service and to record the details of our conversation, including your trading instructions. Calls between us and any broker or dealer to whom an order is directed, may also be recorded to confirm the information exchanged, including trading instructions. If you use our voice identification system to access your account, we will retain your voice print and further information you give us to verify your identity before permitting such access.

17. Fixed Income Products - Amended

In most fixed income product transactions, we may act as principal. We and parties related to us receive revenue based, where applicable, on rates established with the issuer (which may be a party related to us), or on the difference between the price paid by those related parties and by us, and the price you pay. We may also charge commission on these transactions. The price you pay may include a payment to your advisor, which he or she determines, within guidelines set by us.

21. Other Sources of Revenue - New Clause

- fees and spreads in connection with any services provided by us or our affiliates to your account, or transactions between us or our affiliates and your account, including in connection with banking, custody, brokerage, derivatives and foreign exchange transactions and registered plan administration and trusteeship.

22. Miscellaneous - Paragraph 2 - Amended

Except as otherwise specifically provided in relation to an account, if you are a resident of Canada, your account will be considered to be located in the province or territory of your current residence, and the law of that province or territory and the laws of Canada, as applicable, will govern this agreement. If you are not a resident of Canada, your

account will be considered to be located in the Province of Ontario, and the law of Ontario and the laws of Canada, as applicable, will govern this agreement.

22. Miscellaneous - Paragraph 4 - Amended

Whenever there is a credit balance in your account, the credit balance need not be segregated or held separately. A credit balance may be commingled with our general funds or deposited in trust and used for the general purposes or benefit of our business and/or that of any of our affiliates, including earning an interest rate spread. A credit balance will be considered to be an item in a debtor and creditor account between you and us. You will rely only on our liability in respect of the credit balance.

JOINT ACCOUNT AGREEMENT

5. Right of Survivorship - New Clause

Your direction to open this joint account shall constitute your irrevocable direction to us to pay the balance of the account to the surviving joint account holder(s) on your death, on request, without making any further inquiries as to any claims by any other party, including your heirs, executors, estate trustees, administrators, assigns of the decedent Client or any other third party, and without any recognition of such claims.

STATEMENT OF POLICIES AND RELATED ISSUERS

d) Connected Issuers to TD Waterhouse - Amended

The following is no longer a Connected Issuer to TD Waterhouse Canada Inc.:

- TD Banknorth Inc.

TD WATERHOUSE SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

12. Retirement Income -- Amended

a) Your PLAN will mature on a date (“maturity date”) which must not be later than December 31 of the year in which your 71st birthday (or such other age as prescribed by the Act) occurs. You will, upon at least 90 days' written notice to the Trustee or upon such shorter period of notice as the Trustee may in its sole discretion permit:

a) (i) specify the date of maturity of the PLAN and the commencement of a retirement income as defined under subsection 146(1) of the Act (which date will be no later than the last day in the calendar year in which you attain 71 years of age (or such other age as prescribed by the Act)).

b) On the maturity date chosen by you, not to exceed December 31 of the year in which your 71st birthday (or such other age as prescribed by the Act) occurs, the Trustee shall liquidate the assets in your account and use the proceeds to purchase your retirement income as defined

under subsection 146(1) of the Act, subject to the following conditions:

c) In the event that you do not instruct the Agent or the Trustee within 90 days of the last day of the year in which your 71st birthday (or such other age as prescribed by the Act) occurs (or within such lesser period of time as the Trustee may in its sole discretion determine from time to time) to purchase a retirement income for you, the Agent or the Trustee shall liquidate the PLAN assets, and may, at its discretion, use the PLAN proceeds to obtain a retirement income under the provisions of this section. The Trustee will:

c) (i) where the value of the property in the PLAN is equal to or exceeds \$10,000 (or such greater or lesser amount as the Trustee may in its sole discretion determine from time to time) transfer, prior to the end of the year in which your 71st birthday (or such other age as prescribed by the Act) occurs, the property in the Plan to a Registered Retirement Income Fund for which you shall be the annuitant and for which the Trustee will act as carrier in compliance with Applicable Tax Legislation and you hereby appoint the Agent as your attorney in fact to execute all such documents and make elections as are necessary to establish and operate the Registered Retirement Income Fund. In such event, any beneficiary that you have designated in the PLAN will be designated as the beneficiary of such Registered Retirement Income Fund; and

c) (ii) where the value of the property in the PLAN is less than \$10,000 (or such greater or lesser amount as the Trustee may in its sole discretion determine from time to time), the fair market value of the property of the PLAN will be included in your taxable income as of January 1 of the year in which your 72nd birthday (or, where a maturity age other than 71 years has been prescribed by the Act, of the year after you have reached such maturity age) occurs, the Trustee will liquidate the property and pay all amounts held in the PLAN or distribute the property of the PLAN, and such proceeds or property will be subject to any required withholding there from in respect of taxes or other charges and shall be remitted to you as soon as is practicable following January 1 in such year.

TD WATERHOUSE SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

7. Retirement Income - Paragraph 1 - Amended

Commencing not later than the first calendar year after the year in which the FUND is established, the retirement income payable each year will be one or more amounts the aggregate of which is not less than the minimum amount as defined below, but in no event will the retirement income

exceed the fair market value of the FUND immediately before the time of payment. If the Trustee agrees, you may elect to receive in any year any amount between the minimum amount and the fair market value of the property in the FUND. The minimum amount will be the minimum amount as defined in subsection 146.3(1) of the Act.

For a complete copy of the amended *Account and Services Agreements and Disclosure Documents*, please contact us at the number on your TD Waterhouse account statement

IMPORTANT INFORMATION REGARDING LEVERAGE RISK

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only.

If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same, even if the value of the securities purchased declines.

IMPORTANT NOTICE FOR INSIDERS AND SIGNIFICANT SHAREHOLDERS

TD Waterhouse Discount Brokerage

In an effort to maintain a level playing field for all investors, Canadian securities industry regulations require insiders and significant shareholders of publicly traded companies to disclose their status when opening a brokerage account, and advise of any changes of status as they occur.

In addition, insiders and significant shareholders are required to disclose their status when placing trades on equities and options issued by the company with which they are connected, when the trades are entered on Canadian exchanges, including the Toronto Stock Exchange, the TSX Venture Exchange, or the Montreal Exchange. The same declaration requirement applies if you

have trading authority or power of attorney on another person's account and are placing trades on his or her behalf, and either you or the other person is an insider or a significant shareholder of the issuer's securities. This requirement also applies to accounts where an insider/significant shareholder has a financial interest in the account, such as a beneficiary, executor or trustee.

Clients must disclose their insider or significant shareholder status when placing orders via our Investment Representatives, or when using WebBroker® or the Active Trader Platform; you will be asked to confirm your insider status on the order entry screen prior to submitting your order. These orders cannot be placed via TD Waterhouse TeleMax® or TalkBroker™, please contact an Investment Representative to place your orders.

For further information, or to update your information with regard to your insider or significant shareholder status, please call an Investment Representative at 416-982-7686 or 1-800-465-5463.

TD Waterhouse Financial Planning

In an effort to maintain a level playing field for all investors, Canadian securities industry regulations require insiders and significant shareholders of publicly traded companies to disclose their status when opening a brokerage account, including a TD Waterhouse Financial Planning account, and advise of any changes of status as they occur.

In addition, insiders and significant shareholders are required to disclose their status when placing trades on securities issued by the company with which they are connected, when the trades are entered on Canadian exchanges, including the Toronto Stock Exchange, the TSX Venture Exchange, or the Montreal Exchange. The same declaration requirement applies if you have trading authority or power of attorney on another person's account and are placing trades on his or her behalf, and either you or the other person is an insider or a significant shareholder of the issuer's securities. This requirement also applies to accounts where an insider/significant shareholder has a financial interest in the account, such as a beneficiary, executor or trustee.

Insiders and significant shareholders must contact a TD Waterhouse Investment Representative and disclose their connection to the company before placing any such orders.

For further information, or to update your information with regard to your insider or significant shareholder status, please speak with your Financial Planner.

TD Waterhouse Private Investment Advice

In an effort to maintain a level playing field for all investors, Canadian securities industry regulations require insiders and significant shareholders of publicly traded companies to disclose their status when opening a brokerage account, including a TD Waterhouse Private Investment Advice account, and advise of any changes of status as they occur.

In addition, insiders and significant shareholders are required to disclose their status when placing trades on securities issued by the company with which they are connected, when the trades are entered on Canadian exchanges, including the Toronto Stock Exchange, the TSX Venture Exchange, or the Montreal Exchange. The same declaration requirement applies if you have trading authority or power of attorney on another person's account and are placing trades on his or her behalf, and either you or the other person is an insider or a significant shareholder of the issuer's securities. This requirement also applies to accounts where an insider/significant shareholder has a financial interest in the account, such as a beneficiary, executor or trustee.

Insiders and significant shareholders must contact their Investment Advisor and disclose their connection to the company before placing any such orders.

For further information, or to update your information with regard to your insider or significant shareholder status, please call your Investment Advisor.



Waterhouse

Wealth of Experience

TD Waterhouse Discount Brokerage, TD Waterhouse Financial Planning, TD Waterhouse Institutional Services and TD Waterhouse Private Investment Advice are divisions of TD Waterhouse Canada Inc., a subsidiary of The Toronto-Dominion Bank. TD Waterhouse Canada Inc. - Member CIPF

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