

Notification of changes to your TD Waterhouse Account and Services Agreements and Disclosure Documents, effective November 1, 2004

Opening Paragraph at the top of page 1 (Amended) - The agreements in this booklet apply to all TD Waterhouse® accounts, except where otherwise noted. The words “we”, “us” and “our” refer to TD Waterhouse Canada Inc. (“TD Waterhouse”), including its divisions, TD Waterhouse Discount Brokerage, TD Waterhouse Financial Planning, TD Waterhouse Private Investment Advice, TD Waterhouse Partner Services and TD Waterhouse Institutional Services – Investment Counsellor Channel. The words “you”, “your” and “yours” means the customer and any other individuals with authority over the customer’s account.

CASH ACCOUNT AGREEMENT

2. Services

Paragraph 2 (New) - We reserve the right to reject any transactions requested by you or your authorized agent, in our sole discretion.

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.

Paragraph 4 (New) - Where there is no published market report, interdealer quotation sheet or other evidence of the current value of non-listed securities that is satisfactory to us, we will assign a price of zero to the said securities, indicating that their value is not known.

5. Payment

Bullet points 1 and 2 (Amended) - You will:

- Be liable for payment of all commissions and fees
- Be liable for payment of any debit balance or other obligation owing in any of your accounts

New Paragraph (end of section 5) - Segregated Funds held in your account in nominee name: You irrevocably appoint TD Waterhouse as your attorney for the purposes

of making any withdrawals from any segregated funds held in your TD Waterhouse account required to pay fees or expenses owing in that account.

14. Safekeeping, Security Receipt and Delivery Obligations

Paragraph 1 (New first sentence) - We may accept or reject securities submitted for your account in our sole discretion.

Paragraph 2 (Amended) - We cannot guarantee delivery of certificates or securities in any circumstances where a transfer agent or registrar of the securities is unable to provide a certificate or securities.

In case of the sale of any security, commodity or other property by us at your direction and our inability to deliver the same to the purchaser by reason of your failure to supply it to us in transferable or negotiable form, you authorize us to borrow any security, commodity or other property necessary to make delivery. You agree to be responsible for any loss which we may sustain thereby and for any premiums, dividends or charges which we may be required to pay thereof. You agree to be responsible for any loss which we may sustain by reason of your failure to supply us with the security, commodity or other property in transferable or negotiable form.

16. Currency Exchange

Paragraph 1 (Amended) - If you make a trade involving a security which is denominated in a currency other than the currency of the account in which the trade is to settle, a conversion of currency may be required. In all such transactions and at any time a conversion of currency is made, we will act as principal with you in converting the currency at rates established or determined by us or parties related to us. We and the parties related to us may earn revenue, in addition to the commission applicable to such a trade, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset either internally, with a related third party, or in the market. Conversion of currency, if required, will take place at the trade date unless otherwise agreed.

17. Fixed Income Products

Paragraph 1 (Amended) - In all fixed income product transactions, we will 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 bid and the ask price. We may also charge commissions on these transactions.

19. Shareholder Communication – Your Rights as a Shareholder

New Section - When you purchase securities through TD Waterhouse, the securities are held for you in electronic form and are not registered in your name, though you are the beneficial owner. This practice allows you to place and settle trades much faster. As the beneficial owner of shares, you have the right to choose to receive proxy-related materials for shareholder meetings at which routine business is to be conducted, annual reports and financial statements that are not part of proxy-related materials, and other information relating to the business of the reporting issuer. You must receive non-routine materials such as “special” voting items or shareholder-initiated proposals. Beneficial owners cannot refuse to receive these materials.

Securities regulations allow reporting issuers or other persons or companies to send materials related to the affairs of the reporting issuer directly to the beneficial owners. If you agree to share your personal information including your name, address, electronic mail address, the number of shares you hold in your TD Waterhouse account, and your preferred language of communication, the issuer or other person or company will send the materials directly to you and will pay all delivery costs.

If you do not agree to share your information, TD Waterhouse, on behalf of the issuer or other person or company, will forward the materials to you and you may be responsible to pay the delivery costs. Please refer to the *Statement of Disclosure of Rates and Fees* for details.

At TD Waterhouse, we encourage you to take advantage of your rights as a shareholder. The decision is yours. You can change your instructions at any time by writing to us.

Our Commitment To Your Privacy

New Section - Protecting your privacy and the confidentiality of your personal Information has always been fundamental to the way we do business. Our privacy policy applies to our individual customers. In this Agreement, we refer to your personal information –

information about you, as an identifiable individual – as Information.

Key Principles:

Either before or when we collect Information, we will explain how we intend to use it.

We will limit the Information we collect to what we need for those purposes, and we will use it only for those purposes. We will obtain your consent if we wish to use your Information for any other purpose and before collecting Information from third parties such as credit bureaus. We will protect your Information with appropriate safeguards and security measures. We will retain your Information only for the time required for the purposes we explain. We will give you access to the Information and make every reasonable effort to keep it accurate and up-to-date. We will explain your options for refusing or withdrawing consent to the collection, use and release of your Information and will record and respect your choices.* We will investigate and respond to your concerns about any aspect of our handling of your Information.

By opening your account with TD Waterhouse, you agree that:

1. We may obtain Information from you, from your use of our products and services and from third parties, including credit bureaus, lenders and other credit references. We can verify Information with them and obtain credit checks. You authorize those parties to give us the Information. We require your Social Insurance Number (“SIN”) to comply with tax reporting requirements and also use it to keep your Information separate from that of clients with a similar name.
2. We may use your Information to establish and serve you as our client, to manage our operations and risk and those of our affiliates, to provide you with services from other parties such as our suppliers and agents (including parties providing reporting, processing, account analysis, trading and other services for your account)**, to determine what products and services are suitable for you and offer them to you, to meet valid requests for Information from regulators and other self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory

requirements applicable to us, and to permit the sale or purchase of a business entity by us.

3. We may disclose your Information to other parties for these purposes, including other lenders and credit bureaus. This helps establish your credit history and supports the credit process.

For further Information about the TD Bank Financial Group Privacy Policy, call 1-866-567-8888.

* You may elect or refuse to share Information within the TD Bank Financial Group, which is The Toronto-Dominion Bank and its affiliates, by checking the appropriate box on the TD Waterhouse Account Application or by contacting us in writing.

** The providers of these services may be located in or outside Canada. All third parties to which we provide Information are required by the terms of their contracts with us to maintain the confidentiality and security of your Information and not to use it for any unauthorized purpose or contrary to applicable law.

21. Miscellaneous

Paragraph 3 (Deleted) - The first use by you of the account will be considered to be the time the account is opened.

MARGIN ACCOUNT AGREEMENT

3. Obligation to Maintain Margin

Paragraph 1 (Amended) - You will maintain such margin and pay any debit balance owing in any of your accounts, as we may in our absolute discretion require from time to time. If you do not meet our margin calls promptly, we can in our sole discretion, and without notice to you:

- take any step necessary to protect our interest in connection with put and/or call option transactions made for your account, including the right to buy or sell for your account and risk any part or all of the shares represented by options made by us for your account, or
- buy for your account and risk any put and/or call options, as we may deem necessary to fully protect us.

OPTIONS TRADING AGREEMENT

2. Governing Regulations

Last sentence (Amended) - You have read the Risk Disclosure Statement for Futures and Options or the Disclosure Document for Recognized Market Options, as applicable.

16. Receipt of Risk Disclosure Statement

Paragraph 1 (Amended) - You confirm that you have received the Risk Disclosure Statement for Futures and Options or the Disclosure Document for Recognized Market options, as applicable, which have been approved by the provincial securities administrators or other regulatory authorities responsible in each jurisdiction.

ELECTRONIC BROKERAGE SERVICES AGREEMENT

18. i) Termination

(New) - We may, at our sole discretion, terminate your access to the Services without notice to you. You agree that we are not liable to you in any way with respect to the termination of the Services.

ADDRESS CHANGE

(Formerly Pages 2, 14, 15, 16; Now Pages 2, 21, 22, 23)

TD Waterhouse Customer Support Group
77 Bloor Street West, 10th Floor
Toronto, Ontario M4Y 2T1
Fax: 1-888-353-3361

**For a complete copy of your new
Account and Services Agreements and
Disclosure Documents,
please contact your
TD Waterhouse representative**



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