

# Notification of changes to your TD Waterhouse *Account and Service Agreements and Disclosure Documents*, effective July 1, 2007

## CASH ACCOUNT AGREEMENT

### 1. Legal Capacity

**Paragraph 3 (New)** - If you or a security you hold in your account with us is or becomes subject to a Cease Trade Order, you will comply with the terms of the Cease Trade Order until such time that it is revoked or varied to permit trading.

### 11. Assignment and Account Closing

**Paragraph 3 (New)** - In the event that your account remains inactive and has no assets or balances owing in the account for a period of at least 24 months, we may, in our sole discretion, close your account and terminate your account agreement(s) with us, without prior notice to you.

### 20. Privacy Agreement – Our Commitment to Your Privacy

**(Amended)** – In this Agreement, the words “you” and “your” mean any person who has requested from us, or offered to provide a guarantee for, any product or service offered by us. The words “we”, “us” and “our” mean TD Waterhouse Canada Inc., which is part of the TD Bank Financial Group (“TDBFG”). TDBFG means The Toronto-Dominion Bank and its affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

### COLLECTING AND USING YOUR INFORMATION

At the time you 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, date of birth, occupation and other identification, all of which are required under law;
- records that reflect your business dealings with and through us;
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;
- other service providers, agents and other organizations with whom you make arrangements;

- references you have provided;
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those 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;
- analyze your financial needs and activities to help us serve you better;
- 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, 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 or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you;
- where permitted by law.

## **SHARING INFORMATION WITHIN TDBFG**

You may elect or refuse to share Information within TDBFG by checking the appropriate box on the TD Waterhouse Account Application or by contacting us in writing. If you so elect, we may share Information, other than health-related Information, within TDBFG for the following purposes:

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations.
- To comply with legal or regulatory requirements.
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

## **ADDITIONAL COLLECTIONS, USES AND DISCLOSURES**

*Social Insurance Number (SIN)* - If requesting products, accounts or services that may generate interest or other investment income, we will

ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, your choice to provide it is optional. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

*Credit Consent* - For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

*Insurance* - If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims;
- help manage and assess our risks.

We may share your Information with any health-care professional, medically-related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

*Marketing Purposes* - We may also use your Information for marketing purposes, including to:

- better understand your financial needs and activities so that we may tell you about other products and services, including those offered by our affiliates and third parties we select, that may be of interest to you;
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter;
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by mail, telephone, e-mail, or all of these methods, with offers that may be of benefit to you;
- contact you to participate in customer research and surveys.

*Telephone Discussions* - When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

## **MORE INFORMATION**

Please read our Privacy Code – “Protecting Your Privacy” for further details about this Agreement and our privacy policies. Visit [www.td.com/privacy](http://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 to reflect changes in legislation or other issues that may arise. 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 your branch or advisor, or by calling us at 1-866-222-3456. Please read our Privacy Code for further details about your opt-out choices.

## **21. Other Sources of Revenue**

**4th Bullet (Amended)** – Remuneration paid by US trading destinations, including electronic communication networks, market makers and exchanges in connection with trades on the US markets we direct to them, which trades are governed by US regulatory requirements, including the requirement that such orders be executed at a price equal to or better than the national best bid or best offer, as applicable. TD Waterhouse directs all Canadian trades to the market through its affiliate, TD Securities Inc., and pays for such services. TD Securities Inc. may earn revenue on such trades. TD Waterhouse receives no remuneration from exchanges or market-makers for Canadian trades.

## **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 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 will govern this Agreement.

## **STATEMENT OF POLICIES AND RELATED ISSUERS**

### **TD Waterhouse Canada Inc. Connected Issuers (Amended)**

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

- TD Exchange Traded Funds

### **New Clause**

**f) Related Canadian Registrants:** In addition to TD Waterhouse Canada Inc., the following registered dealers and advisors are subsidiaries of The Toronto-Dominion Bank: TD Waterhouse Private Investment Counsel Inc., TD Asset Management Inc., TD Investment Services Inc., and TD Securities Inc., Certain Directors and Officers of TD Waterhouse Canada Inc., may also be Directors and Officers of one or more of these related registrants.

## **TD WATERHOUSE ELECTRONIC BROKERAGE SERVICES CUSTOMER AGREEMENT**

### **Paragraph 1 (Amended)**

IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE ACCESSING ANY OF THE TD WATERHOUSE WEBBROKER®, TALKBROKER, TELEMARX OR ACTIVE TRADER PLATFORM SERVICES. YOUR USE OF ANY OF THE SERVICES AS DEFINED BELOW OR SIGNED ACKNOWLEDGEMENT WILL INDICATE THAT YOU HAVE READ THIS AGREEMENT AND WILL ACT AS YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AND ANY OTHER TERM, CONDITION OR RESTRICTION APPLICABLE IN RESPECT OF THE SERVICES. TD WATERHOUSE CANADA INC. SHALL PROVIDE THE SERVICES TO YOU ONLY UPON THE FOLLOWING TERMS AND CONDITIONS:

**Paragraph 2 (Amended)** - Throughout this Agreement, the words "you", "your", "yourself" and "yours" mean the Customer and the words "we", "us" and "ours" mean TD Waterhouse Canada Inc., TD Waterhouse Discount Brokerage, TD Waterhouse Financial Planning, TD Waterhouse Private Investment Advice, TD Waterhouse Partner Services, and TD Waterhouse Institutional Services, (collectively, "TD Waterhouse"), The Toronto-Dominion Bank or the Bank's subsidiaries, if applicable.

**Definitions i) (Amended)** - "Services" means individually and collectively the TD Waterhouse WebBroker Internet trading service, the TD Waterhouse TeleMax telephone service, the TD Waterhouse TalkBroker telephone service, the TD Waterhouse Active Trader Platform, the TD Waterhouse Active Trader Plus Platform, the

TD Waterhouse Active Tracer Web Platform, and the Order Entry Service component or any element of these services as applicable.

**3. (Amended)** - You agree not to disclose your Password(s) to any person and keep it separate from any other information which you will receive or which you already possess concerning the Services. You are solely responsible for maintaining the security of your Password(s) and ensuring that it is used for yourself only. You acknowledge that your Password(s) is unique to you and that we do not have access to your Password(s).

TD Waterhouse is not responsible for unauthorized access to accounts online or losses that occur as a result of you voluntarily disclosing your Access Card, Connect ID or WebBroker password, or the careless or improper handling, storing or disclosure by you of this information.

In the event of loss, theft, misuse or compromise of your Access Card, Connect ID and/or WebBroker password, TD Waterhouse must be notified within a reasonable time.

You will not attempt to enter restricted areas of our computer system or the computer system of any entity related to or affiliated with us or perform functions which you are not authorized to perform pursuant to this Agreement.

We may without notice temporarily suspend your access to the Services by deactivating your Password(s) if we reasonably suspect that you are using the Password(s) to obtain unauthorized access to our other systems or information, or are using the Password(s) or the Services in any other inappropriate manner. These suspensions will be for a period of time necessary to permit the thorough investigation of such suspended activity. We may terminate this Agreement immediately without notice if we determine to our satisfaction that you have undertaken such unauthorized activity or if such unusual activity cannot be reasonably explained.

**6. First Paragraph (Amended)** – The securities and market data provided through the Services is proprietary to the information Providers. By using the Services, you agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the data in any manner or furnish it to any other person without the express written consent of TD Waterhouse and the relevant Information Providers. You will use the securities and market data furnished hereunder for your personal use.

**10. (Amended)** - You agree to accept responsibility for any loss caused through the submission of an Order Request by Access Device using the Services except where we determine that the provisions of the WebBroker Security Guarantee apply. You acknowledge that for mutual protection, TD Waterhouse will record all Order Request instructions from you pursuant to the Services.

## **New Clause**

**18k) Third Party Software:** From time to time, we may make third party software available for your convenience only. We assume no responsibility for the operation of the software or the accuracy or

completeness of the information produced. We shall only be liable for the accuracy of the information contained in your TD Waterhouse statement of account. The information produced by any third party software may not be suitable for income tax or other reporting purposes, and its use is entirely at the discretion of the user.

## **TD WATERHOUSE ELECTRONIC BROKERAGE SERVICES CUSTOMER AGREEMENT FOR ACTIVE TRADER ACCOUNTS**

**(New)**

IMPORTANT: PLEASE READ THIS ADDENDUM AND THE TD WATERHOUSE ELECTRONIC BROKERAGE SERVICES CUSTOMER AGREEMENT AND THE ACTIVE TRADER USER GUIDE (THE "AGREEMENTS") BEFORE ACCESSING YOUR ACTIVE TRADER ACCOUNT(S). YOUR FIRST USE OF THE SERVICES DEFINED HEREIN OR YOUR WRITTEN ACCEPTANCE OF THIS AGREEMENT WILL INDICATE THAT YOU HAVE READ THESE AGREEMENTS AND WILL ACT AS YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS OF THESE AGREEMENTS. TD WATERHOUSE CANADA INC. ("TD WATERHOUSE") SHALL PROVIDE THE SERVICES TO YOU ONLY ON THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENTS. ALL TERMS OF THE TD WATERHOUSE ELECTRONIC BROKERAGE SERVICES CUSTOMER AGREEMENT FORM PART OF THIS AGREEMENT UNLESS SPECIFICALLY VARIED HEREIN.

In consideration of us giving you access to the Services, you agree to the following:

### **Definitions**

**1.** In this Addendum:

- a) "Electronic Communication Network" ("ECN") fees mean the charges of an ECN for the routing of orders as set out from time to time at [www.tdwaterhouse.ca/activetrader](http://www.tdwaterhouse.ca/activetrader);
- (b) "Eligible Securities" means securities listed on recognized Canadian and US exchanges and execution venues as determined by TD Waterhouse in its sole discretion from time to time;
- (c) "Hours of Operation" means the hours during which the Services are available for use by you as set out from time to time at [www.tdwaterhouse.ca/activetrader](http://www.tdwaterhouse.ca/activetrader);
- (d) "Minimum System Requirements" means the requirements for the use of the Services as set out from time to time at [www.tdwaterhouse.ca/activetrader](http://www.tdwaterhouse.ca/activetrader);
- (e) A "Professional User" is any one of the following:
  - (i) An employee of a member of any stock exchange or the Investment Dealers Association, or of any business registered under any securities law or regulation;
  - (ii) An individual or entity trading in the account as a paid agent for a third party; or
  - (iii) An individual or entity whose account is in the name of a corporation, partnership or sole proprietorship.

- (f) "Services", for the purposes of this Agreement only, means collectively and individually the Active Trader, Active Trader Plus and Active Trader Web trading services, or any element of these services as applicable and, in the event that you have elected to receive information from at least one Exchange, information from all Exchanges available on each of the Services; and
- (g) "Trading History" means the number of trades placed by you with us or with another broker acceptable to us, and as determined or accepted by us, in the last full calendar month before you began to receive the Services.

## **Access to, Use of and Termination of Services**

2. In order to use the Services, your application must be accepted by us, in our sole discretion. One criterion for acceptance is your Trading History. In order to continue to use the Services, you must maintain a level of trading activity acceptable to us. The minimum acceptable trading level is 30 completed trades over each three-month period that you use the Services. Trades on all accounts linked to your Active Trader Connect ID will be considered in determining if you meet the acceptable level of trading activity. Such determination will be made by us each month based on your trailing three-month total, beginning with your first full month of access to the Services. We reserve the right to terminate your access to the Services at any time in our sole discretion on notice to you, regardless of your level of trading activity.
3. The Services may only be used by you during Hours of Operation for the placement of orders for Eligible Securities. You acknowledge that your system must meet the Minimum System Requirements for the use of the Services and warrant that it does so. You further acknowledge that transactions made using the Services are not reported on any other TD Waterhouse system until the following day and vice versa. You acknowledge that the Hours of Operation and the list of Eligible Securities may change from time to time as TD Waterhouse, in its sole discretion, determines.
4. During the time you use the Services you have chosen, you shall not use the Electronic Brokerage Services for trading in Eligible Securities. On termination of access to the Services, Electronic Brokerage Services for trading in Eligible Securities may be reinstated for you at your request and at the sole discretion of TD Waterhouse.

## **Indemnification**

5. You hereby indemnify and hold TD Waterhouse harmless from any and all claims and causes of action, however caused, arising from your use of or inability to use or maintain a connection with the Services.

## **Fees, Commissions and Charges**

6. You will not be charged a Data fee or, if applicable, a Professional User fee, for the remainder of the calendar month in which you begin to receive the Services (the "Initial Period"). After the Initial Period, we may charge you a Data fee for each calendar month or



part thereof that you receive the Services based on the Service you have chosen and the number of trades you have made in the previous three-month period, as determined by us and, if applicable, the Professional User fee for each calendar month or part thereof that you receive the Services. Data Fees and Professional User Fees, if applicable, will be charged at the rates noted in the TD Waterhouse Discount Brokerage Statement of Disclosure of Rates and Fees, or as we advise you from time to time.

7. Beginning on the day you receive the Services, we will charge you commissions at the rates noted in the TD Waterhouse Discount Brokerage Statement of Disclosure of Rates and Fees, or as we advise you from time to time.
8. You authorize us to deduct all Data Fees, Professional User Fees and ECN fees, if applicable, as they come due, from the TD Waterhouse Canadian cash or margin account in your name as advised to us by you.

### **Personal Information and acknowledgements**

9. You acknowledge having received and read the Agreements, and agree to be bound by them. Where the account is a non-personal account, you confirm your authority to bind the accountholder.

## **TD WATERHOUSE SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST**

**12. Retirement Income Clause c) (i) (Amended)** – 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 69<sup>th</sup> birthday 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.

**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.**



**Waterhouse**

**Wealth of Experience**

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

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