



Application Reference # _____

Account # _____

Only complete if you want another person to trade in your account(s).

Throughout this agreement, the words "you", "your" and "yours" mean the applicant (and any Co-applicant or other individuals with authority over the account). The words "we", "us" and "our" mean TD Direct Investing, a division of TD Waterhouse Canada Inc.

You authorize 

to act as your agent to buy, sell and trade in securities for the accounts listed in your name or number on our records. Your agent is authorized to act for you in the same manner and with the same force and effect as if you had taken such action with us. You authorize us to follow your agent's instructions regarding these purchases, sales, or trades, in every respect and you approve of any transactions your agent makes with us for your account. These transactions will be made according to the terms and conditions of agreements you have already agreed to for your accounts with us, and you will be fully liable for them. You agree to indemnify us and hold us harmless from and to pay us promptly on demand for any losses and if there is any money due on your account.

This trading authorization and your promise to pay us for any losses are in addition to any rights we may have under other agreements between the both of us. This is not meant to limit or restrict our rights in any way. However, you acknowledge and agree that we reserve the right to review and reject any of your agent's transaction requests.

Ending this Authorization

Each of you agrees that this authorization is binding on each of you as well as on your heirs, executors, administrators, successors and assigns. We will continue to deal with your agent until this Authorization is ended by our actually having received either your written notice of revocation or proof of your death.

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.

Signatures


The signatures on this form must be witnessed by someone other than the applicant, co-applicant, agent, spouse or common-law partner of any of these persons. A person may witness all signatures and each signature must be witnessed.

The witness must be present when the applicant, co-applicant and/or agent sign and must then sign as a witness.

Applicant's Signature  _____ Date: _____ / _____ / _____
month day year

Co-Applicant's(s') Signature  _____ Date: _____ / _____ / _____
month day year

I accept this appointment as agent and attorney.


Agent's Signature  _____ Date: _____ / _____ / _____
month day year

Witness for signature(s) of (check all that apply) Applicant Co-Applicant Agent

 Witness' Signature _____ Print Full Name: _____


Address: _____ Phone: _____

Witness for signature(s) of (check all that apply) Applicant Co-Applicant Agent


 Witness' Signature _____ Print Full Name: _____

Address: _____ Phone: _____

Witness for signature(s) of (check all that apply) Applicant Co-Applicant Agent

 Witness' Signature _____ Print Full Name: _____

Address: _____ Phone: _____

About Your Agent (To be completed for the person appointed to act as agent attorney) 

Home address _____

Name and address of Agent's employer _____

Occupation/Last Occupation  _____ Type of Business  _____

Date of birth _____ Relationship to Account Holder  _____

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

No Yes Account Types _____

Is the Agent 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 Agent, as an individual or as part of a group, in a control¹ position of a publicly traded company?

No Yes - Name of Company(ies) _____

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

No Yes

Is the agent 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 the Agent: 

- 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)
- Canadian Provincial Government ID Card - AB, BC, NL, NS, SK, PEI, ON and MB only
- Provincial Health Card (with photo) (Restriction: ON, MB, NS and PEI not allowed by law; QC only if applicant volunteers it)
- Certificate of Indian Status
- Permanent Residence Card
- 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 Verified (mm/dd/yyyy) _____

Type of Identification _____ Identification Number _____

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

¹ Control means the holdings of any person, company or combination of persons or companies holding a sufficient number of any securities of an issuer to affect materially the control of that issuer, but any holding of any person, company or combination of persons or companies holding more than 20% of the outstanding voting securities of an issuer shall, in the absence of evidence to the contrary, be deemed to affect materially the control of that issuer.