

# CANACCORD Genuity

## Wealth Management

CANACCORD GENUITY WEALTH MANAGEMENT - A DIVISION OF CANACCORD GENUITY CORP.

### CLIENT INTERNET ACCESS AGREEMENT

There are four steps to completing this form:

1. Carefully read this Agreement.
2. Sign and date this Agreement where required.
3. Fill in your account numbers and personal information in the box at the end of this Agreement.
4. Send this Agreement to your Investment Advisor.

The undersigned ("Client"), in consideration of Canaccord Genuity Corp. (the "Agent") providing the Client with access via the Internet to such information as the Agent may make available in respect of any Account of the Client (the "Internet Account Enquiry Access"), agrees with the Agent, on behalf of the Agent, and as trustee for the directors, officers, employees and agents of the Agent, as follows:

#### 1. AUTHORITY

The Client hereby authorizes the Agent to process any instructions to the Agent entered via the Internet as if the Client had given those instructions in writing delivered to the Agent. Without limitation, the Client hereby authorizes the Agent to provide information in respect of any Account of the Client in accordance with any request for that information made via the Internet (an "Account Enquiry") and to provide any other services as outlined in this Agreement or from time to time in publications of the Agent or on the website of the Agent at [www.canaccord.com](http://www.canaccord.com).

#### 2. LIMITATION OF LIABILITY

The Agent may, in its discretion, act in all matters on instructions given or purporting to be given by or on behalf of the Client by an Account Enquiry using the Services. The Agent will not incur any liability by reason of acting or not acting on or because of any error in any such Account Enquiry. The Client agrees to be solely responsible for the accuracy of any instruction communicated to the Agent using the Services.

The Client acknowledges that the use of the Services is at the sole risk of the Client. Neither the Agent nor its affiliates nor any of their directors, officers, employees, agents, third party content providers or licensors warrant that the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Services, or as to the accuracy, reliability or content of any information or service provided through the Services. The Services are provided on an "as is" basis without any warranties or conditions of any kind, either express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, other than those warranties that are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

The Client agrees that the Agent will not be liable for any loss or damage resulting from any cause whatsoever (including the negligence of the Agent) including, but not limited to, acts or omissions of third party content providers or suppliers, failure of electronic or mechanical equipment or communications lines, telephone or other inter-connect problems, unauthorized access, computer viruses, delays in operation or transmission, theft, power failure, labour disputes or government intervention.

In no event will the Agent or any person involved in creating, producing or distributing the Services be liable for any special, indirect, incidental or consequential damages, including, without limitation, lost revenues, lost profits or loss of prospective economic advantage resulting from the

use or misuse of the Services or the Agent's website even if the Agent is advised of the possibility of such damages, or for any claim by another party.

Neither the Agent nor its affiliates nor any of their directors, officers, employees, agents, third party content providers or licensors will be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions or other defects in, or lack of timeliness or lack of authenticity of, the information provided to the Client or contained on the website of the Agent, or for any delay or interruption in the transmission of that information to the Client, or for any claims of losses so arising. Nor will any of these persons be liable for any investment decision based on the information provided.

#### 3. CARE OF PASSWORDS

The Client acknowledges that it is responsible for the care and safety of the Password. The Client agrees not to disclose the Password to any person who does not have the full authority of the Client to access the Accounts (a "Delegate"). The Agent is under no obligation to confirm the actual identity or authority of any user of the Password or other user identification issued to the Client. The Client agrees to take full responsibility for any access by a Delegate in respect of any Account of the Client.

The Client agrees to be responsible for all costs and charges incurred through use of the Password, including use by a Delegate. The Client must change the Password on a regular basis to reduce the potential for unauthorized use.

The Client will notify the Agent immediately, by telephone and in writing, of the disclosure or any unauthorized use of the Password. The Client acknowledges that its liability will cease only when notice of disclosure or unauthorized use is received by the Agent.

The Client will be considered as contributing to the unauthorized use of the Password and will be fully liable where: (i) the Password the Client has selected is the same as or similar to an obvious number combination such as (but not limited to) the Client's date of birth, account number(s), telephone number(s) or street address; (ii) the Client writes the Password down or keeps a poorly disguised written record of the Client's Password; or (iii) the Client otherwise reveals the Client's Password resulting in the subsequent unauthorized use of the Client's Password.

#### 4. INTERPRETATION AND MISCELLANEOUS

##### 4.1 Definitions

In this Agreement:

- (a) "Account" means all and any one of the accounts of the Client with the Agent, including accounts previously opened, opened concurrently or in the future or from time to time closed and then reopened, renumbered or redesignated;
- (b) "Client Account Agreement" means any agreement between the Client and the Agent or a predecessor of the Agent in force from time to time governing the appointment of the Agent or a predecessor of the Agent as agent to execute transactions on behalf of the Client in Securities;
- (c) "Password" means the personal password selected by the Client for access to the Services via the Internet;
- (d) "Services" means Internet Account Enquiry Access and any other services provided from time to time by the Agent through the Internet, accessed by the Client via the Internet and a Password and outlined in this Agreement or from time to time in publications of the Agent or on the website of the Agent at [www.canaccord.com](http://www.canaccord.com).

**4.2 Records of Agent**

Despite any information provided to the Client in response to an Account Enquiry, the only conclusive statement of the Account of the Client is the statement communicated to the Client or corrected by the Client in accordance with the Client Account Agreement.

**4.3 Discontinuance of Services**

The Client agrees and acknowledges that the Agent may modify or discontinue the Services or any part of them at any time. The Client also acknowledges that the Services may be periodically unavailable to allow for systems maintenance and updates.

**4.4 Other Agreements**

This Agreement is in addition to and not in substitution for any other agreements between the Client and the Agent, including the Client Account Agreement and any other agreement relating to the Client's Account or the Services. In connection with the Services, this Agreement will prevail in the event of any inconsistency between this Agreement and other agreements between the Client and the Agent. Except to the extent that they are inconsistent with this Agreement, the Client Account Agreement and the terms and conditions posted from time to time on the Agent's website at www.canaccord.com are incorporated by reference into this Agreement and apply to the Services.

**4.5 Governing Law**

This Agreement is governed by the law of British Columbia and, subject to the Client Account Agreement between the Client and the Agent and unless otherwise agreed by the Agent and the Client in writing, the Agent and the Client will submit exclusively to the courts of British Columbia any and all disputes in connection with the operation of this Agreement and the Services or any transaction or intended transaction using the Services or arising out of or relating to this Agreement.

**4.6 Severability**

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or void, that term will be severed from this Agreement, and the remaining terms of this Agreement will continue in full force and effect, modified only to reflect the severance of that term.

**4.7 Binding Effect**

This Agreement enures to the benefit of and is binding on the Agent, its successors and assigns and the Client and the heirs, executors, administrators, successors and permitted assigns of the Client.

**4.8 English Language Only**

The parties to this Agreement have expressly requested and required that this Agreement, and all other related documents, be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

I have read this Agreement and the terms and conditions posted on the Agent's website and I agree to be bound by them.

X Dated: \_\_\_\_\_

X \_\_\_\_\_  
Name of Client

X \_\_\_\_\_  
Signature of Client

X \_\_\_\_\_  
Name of spousal or joint accountholder (if applicable)

X \_\_\_\_\_  
Signature of joint accountholder (if applicable)

Until I give other instructions, please provide me with access to all accounts, as defined in Section 4.1.(a), related to the following Client Identification Numbers (the "Client ID"). The Client ID is defined as the first 6 characters in an account number.

1.    -

2.    -

3.    -

4.    -

5.    -

My current mailing address, e-mail address, and phone number are as follows.

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone number \_\_\_\_\_

**I authorize the Agent to e-mail a temporary password to me at the e-mail address given here.**

E-mail address \_\_\_\_\_

**FOR CANACCORD USE ONLY**

I have verified the following information:

- Client name and signature
- Joint accountholder name and signature
- Account numbers
- Address, E-mail address, and phone number

Assigned User ID: \_\_\_\_\_

Dated: \_\_\_\_\_

Initials of administration \_\_\_\_\_