

HSBC InvestDirect

# Investment Account Application

For businesses, trusts, estates & other  
non-personal accounts

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a division of HSBC Securities (Canada) Inc.\*

**Empower yourself with award-winning research and smart analysis tools that can help you make the right investment decisions. At HSBC InvestDirect, we give you the power to invest with success.**

This application should take you approximately 10-15 minutes to complete.

**Before you return your completed application please ensure you have:**

1. Completed all applicable sections, including:  
Section titled 'Other Information' - page 3  
Section titled 'Corporate Resolution' - page 4  
Section titled 'Shareholder Communication Instructions' - page 5  
Please note that certain self-regulatory organizations require access to your personal information. Please read the "Privacy and Personal Information" section of the Client Terms & Conditions.
2. Provided all required signatures including:  
Suitability Acknowledgement and Signatures Section - page 6
3. Signed and attached all the necessary documentation in the application.

**Corporate and Partnership Accounts:**

- ▶ Non Personal Account Application
- ▶ Incumbency Certificate
- ▶ Beneficial Ownership Determination Form (BODF) †
- ▶ Guarantee of Account Form (Must be **notarized** for organizations incorporated in Alberta)
- ▶ Articles of Incorporation
- ▶ For non-U.S. persons: (W-8BEN Form) †
- ▶ For U.S. persons: (W-9 Form) †

**Formal Trust Accounts**

- ▶ Non Personal Account Application
- ▶ Formal Trust Agreement (Notarized)
- ▶ Beneficial Ownership Determination Form (BODF) †
- ▶ For non-U.S. persons: (W-8BEN Form) †
- ▶ For U.S. persons: (W-9 Form) †

*† Note: Each authorized individual is required to complete a separate BODF and W-8BEN/W-9 form.*

4. Provided verification of the identity of all persons authorized to trade in this account in order to satisfy The Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Bill C-9). This may be done by either:

Presenting, in person, two pieces of identification (Current Passport, Current Driver's Licence, Canadian Citizenship or Permanent Resident Card, Senior Citizens (OAS) Card issued by the Federal Government), one of which must be a picture ID, of both the Applicant and Co-Applicant or any other individual with authority over the account to an HSBC InvestDirect office or nearest HSBC Bank Canada Branch for verification.

OR

Mailing in a cheque for \$10 drawn on a Canadian Financial institution from the personal account(s) of both the Applicant and Co-Applicant. We also require a photocopy of the identification (Current Passport, Current Driver's Licence, Canadian Citizenship or Permanent Resident Card, Senior Citizens (OAS) Card issued by the Federal Government) of both the Applicant and Co-Applicant or any other individual with authority over the account. The \$10 will be deposited into your HSBC InvestDirect account and is not a fee. Non face to face verification is only allowed for Canadian residents.

5. If you wish to establish an opening balance, please send a cheque, OR complete an Authorization to Transfer Account.

Please return the application by mail or in person with all the necessary documents and opening balance (if applicable) to the HSBC InvestDirect office noted below or any HSBC Bank Canada Branch.

**HSBC InvestDirect  
2nd Floor 19 Allstate Parkway,  
Markham, Ontario  
L3R 5A4**

Questions? Please call **1-800-760-1180** or email us at: [investdirect@hsbc.ca](mailto:investdirect@hsbc.ca)  
Forms are available online at [www.investdirect.hsbc.ca](http://www.investdirect.hsbc.ca)

\*HSBC Securities (Canada) Inc. is a wholly owned subsidiary of, but separate entity from, HSBC Bank Canada. HSBC InvestDirect is an IIROC member firm.

# Non Personal Account Application

New Account  Update to existing account \_\_\_\_\_

ORDER EXECUTION ACCOUNT ONLY

## Account Type - Required

### Investment Accounts

#### Canadian & U.S. Accounts (check one)

Corporation  
Sole Proprietorship  
Partnership  
Society  
Formal Trust  
Estate  
Investment Club

### Cash

### Margin

## Please refer to the Client Terms & Conditions

### Foreign Currency Cash Accounts (optional, select all that apply)

HKD  GBP  EUR  Other: \_\_\_\_\_

### Margin Account Privileges (optional, select all that apply)

Options  Short Selling

## Organization Information - Required

I am an  HSBC Premier /  HSBC Advance Client

### Select all that apply

Organization Name (legal)

Country of Incorporation

Corporation Registration #

Type of Business

\*\*Business Identification #

Registered Address

City

Province

Postal Code

Country

Contact's Name (Attention)

Contact's Phone Number

Cell Phone Number

Email Address

**Not-for-Profit** - Is the entity a registered charity for income tax purposes?

Yes  No

If yes, registered charity #: \_\_\_\_\_

- Is the entity soliciting charitable donations from the public?

Yes  No

\*\*Canada Customs and Revenue Agency business number is applicable to Sole Proprietorships, Partnerships or Corporations. Tax ID Registration Number is applicable to Non-profit Organizations.

## Financial Information

Estimated Annual Revenue from all Sources

Net Liquid Assets + Net Fixed Assets (Less liabilities) = Total Assets

Source of Wealth (List all)

Source of Funds (for this account)

## Bank Information

Bank Name

Bank Address

Bank Transit #

Bank Institution #

Bank Account #

(You can find this information on the bottom of most cheques)

I would like the convenience of being able to settle my trades and execute funds transfers to/from my bank account stated above.

Yes  No (If yes and the above is a non HSBC bank account, please attach a void cheque)

## E-Documents

I would like online access to my statements and other documents. To receive these in electronic form, please check the box.

(For full details, refer to the Terms and Conditions)

## Use of this Account - Required

### Select all that apply

Income Generation

Saving

Growth of Capital

Market Speculation

Liquidation (Estates)

## Mailing Address

If you would like us to send information about your account(s) to an address other than your registered address in the previous section, please indicate below along with an explanation.

Reason for separate mailing address

Street Address/concession/rural route/site

Apt. /Suite #

Street Address, continued

City

Province

Postal Code

Country

In addition to the above mailing address, if you would like us to send DUPLICATE copies of your confirmations and/or statements to anyone else, please indicate which duplicates and the address below.

Monthly Statements

Trade Confirmations

Reason for separate mailing address

Recipient's Name (if different)

Relationship to the contact person

Street Address/concession/rural route/site

Apt. /Suite #

Street Address, continued

City

Province

Postal Code

Country

**Authorized Individual "A" – Personal Information - Required****You are completing this section as a:**

Sole Owner     Director     Partner     Executor  
 Trading Officer     Trustee     Other \_\_\_\_\_  
**Title:**     Mr.     Miss     Mrs.     Dr.

Last Name (Legal)                      First Name (Legal)                      Middle Name (Legal)  
 Home Tel. #                      Business Tel. #                      Cell Tel. #  
 Address  
 City                      Province                      Postal Code  
 Country                      Citizenship (list all countries)  
 Social Insurance Number                      Date of Birth (MM/DD/YYYY)

**Employment Information**

Employer's Name                      Type of Business  
 Occupation / Position                      Years with Employer  
 Employer's Address  
 City                      Province                      Postal Code

**Marital Status and Spousal Information**

Married     Single     Divorced     Widowed     Common Law  
*(Complete spousal information below if your spouse is NOT an Authorized individual)*

Name of Spouse  
 Spouse's Employer's Name                      Type of Business  
 Spouse's Occupation / Position                      Years with Employer  
 Spouse's Employer's Address

**Authorized Individual "C" – Personal Information****You are completing this section as a:**

Sole Owner     Director     Partner     Executor  
 Trading Officer     Trustee     Other \_\_\_\_\_  
**Title:**     Mr.     Miss     Mrs.     Dr.

Last Name (Legal)                      First Name (Legal)                      Middle Name (Legal)  
 Home Tel. #                      Business Tel. #                      Cell Tel. #  
 Address  
 City                      Province                      Postal Code  
 Country                      Citizenship (list all countries)  
 Social Insurance Number                      Date of Birth (MM/DD/YYYY)

**Authorized Individual "B" – Personal Information****You are completing this section as a:**

Sole Owner     Director     Partner     Executor  
 Trading Officer     Trustee     Other \_\_\_\_\_  
**Title:**     Mr.     Miss     Mrs.     Dr.

Last Name (Legal)                      First Name (Legal)                      Middle Name (Legal)  
 Home Tel. #                      Business Tel. #                      Cell Tel. #  
 Address  
 City                      Province                      Postal Code  
 Country                      Citizenship (list all countries)  
 Social Insurance Number                      Date of Birth (MM/DD/YYYY)

**Employment Information**

Employer's Name                      Type of Business  
 Occupation / Position                      Years with Employer  
 Employer's Address  
 City                      Province                      Postal Code

**Marital Status and Spousal Information**

Married     Single     Divorced     Widowed     Common Law  
*(Complete spousal information below if your spouse is NOT an Authorized individual)*

Name of Spouse  
 Spouse's Employer's Name                      Type of Business  
 Spouse's Occupation / Position                      Years with Employer  
 Spouse's Employer's Address

**Employment Information**

Employer's Name                      Type of Business  
 Occupation / Position                      Years with Employer  
 Employer's Address  
 City                      Province                      Postal Code

**Marital Status and Spousal Information**

Married     Single     Divorced     Widowed     Common Law  
*(Complete spousal information below if your spouse is NOT an Authorized individual)*

Name of Spouse  
 Spouse's Employer's Name                      Type of Business  
 Spouse's Occupation / Position                      Years with Employer  
 Spouse's Employer's Address

**Other Information - Required**

	<b>Authorized Individual A</b>	<b>Authorized Individual B</b>	<b>Authorized Individual C</b>
1. Are you, your spouse or anyone you reside with employed by a securities dealer, IIROC Member firm, Stock Exchange or member of a Stock Exchange? If yes, please state the name(s) of the Company: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you, your spouse or anyone you reside with the CEO, CFO, COO or a Director of a publicly traded company ("a reporting issuer")?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are you, your spouse or anyone you reside with the CEO, COO or CFO of a major subsidiary of a reporting issuer? (Major subsidiary is defined as a subsidiary of an issuer whose assets or revenue comprise 30% of the consolidated assets or revenue of the issuer)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Are you, your spouse or anyone you reside with a Significant Shareholder of a reporting issuer? In other words, do you, your spouse or anyone you reside with hold more than 10% of the voting rights of the issuer's outstanding voting securities, including any convertible securities that are convertible within 60 days that would put you over the 10% limit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are you, your spouse or anyone you reside with a control person (holding more than 20%) in a reporting issuer's outstanding voting securities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you, your spouse or anyone you reside with a director or CEO, COO or CFO of a management company that provides significant management or administrative services to a reporting issuer or a major subsidiary of a reporting issuer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Even if questions 2 to 6 above do not apply, do you, your spouse or anyone you reside with receive or have access to material undisclosed information of a reporting issuer given the nature of the employment (i.e. finance, technology)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Do you, your spouse or anyone you reside with exercise "significant power or influence" over the decisions of a reporting issuer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Name any reporting issuers (including symbol) to which a "Yes" answer applies on questions 2 to 8 above:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you have any account(s) with other brokerage firms? If yes, please indicate the name of brokerage firm _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are you, or any director, partner or 3rd party authorized person (or any members of your/their immediate family) currently, or have you, or any director, partner or 3rd party authorized person (or any members of your/their immediate family) in the past, been employed in any of the following positions:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

*(If yes, please check all applicable boxes and list the details of the individuals)*

- a head of state or government;
- a member of the executive council of government or member of a legislature;
- a deputy minister (or equivalent);
- an ambassador or an ambassador's attaché or counselor;
- a military general (or higher rank);
- a president of a state owned company or bank;
- a head of a government agency;
- a judge; or
- a leader or president of a political party in a legislature.

**If answered yes to question 11, please indicate the details of the person(s) below:**

1) _____	_____	_____
Full Name	Relationship	Description
2) _____	_____	_____
Full Name	Relationship	Description

RESOLUTION OF THE BOARD OF DIRECTORS OF

(the "Corporation")

(Corporation's Name)

RESOLVED THAT:

1. Any one of the following Officer(s) of the Corporation (collectively, the "Authorized Persons"):

Table with 3 columns: NAME, OFFICER, SIGNATURE. Includes signature lines with 'X' marks.

is hereby authorized for and on behalf of the Corporation to establish and maintain one or more accounts (collectively, the Account) with HSBC InvestDirect, a division of HSBC Securities (Canada) Inc. (InvestDirect) for the purchase, on margin or otherwise, or sale (including short sale) of, or otherwise dealing in (collectively, the Transactions):

- Securities (including, without limitation, shares, bonds, debentures, notes, warrants and right): and/or
Options,

and to do all things and to make, execute and sign, as InvestDirect may require, all agreements, including account agreements, documents, and instruments in connection therewith.

- 2. All Transactions for the Account are to be effected and controlled with respect to settlement and all other matters pursuant to the terms and conditions of InvestDirect's agreement(s) governing the Account, which agreement(s) has/have been duly executed and are hereby ratified and confirmed:
3. Any and all Transactions for the Account and any documents in connection with the Account executed either before or after this Resolution executed by an Authorized Person on the Corporation's behalf are hereby ratified and confirmed:
4. Any one of the Authorized Persons is hereby authorized to (i) give written or oral instructions with respect to any Transactions relating to the Account; (ii) bind and obligate the Corporation to and for the carrying out of any contract, arrangement or transaction which may be entered into by the Authorized Person with InvestDirect; (iii) pay from the funds of the Corporation such sums as maybe necessary in connection with the Account; (iv) deliver securities to, and deposit funds with InvestDirect; (v) order the transfer or delivery of securities to any other person, and to order the transfer of record of any securities; (vi) affix the corporate seal to any documents or agreements; (vii) endorse any securities in order to pass title thereto; (viii) direct the sale or exercise of any rights with respect to any securities; (ix) sign all releases, powers of attorney and/or other documents in connection with the Account; and (x) generally to do and take all actions as are deemed by any such Authorized Person to be necessary or proper in connection with the Transactions and the Account.
5. This Resolution shall remain in full force and effect. InvestDirect may rely upon it until a copy, certified by the Corporation's Secretary; of a resolution replacing the Authorized Persons named above has been received by InvestDirect at its Head Office in Toronto, Ontario. All other terms of this Resolution shall remain in full force and effect; and
6. The parties hereto have requested that this document be drawn up in the English language only. / Les parties aux presentes ont demandé que cette convention soit rédigée en langue anglaise uniquement.

CERTIFICATE OF SECRETARY

Certified to be a true copy of a Resolution duly passed by the Board of Directors of

(Corporation's Name)

at a properly constituted meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, which Resolution is now in full force and effect, unmodified as of the date hereof and that the person(s) named above is/are Officer(s) (strike out inapplicable words) of the Corporation and that the signature(s) is/are their respective signature(s) (strikeout inapplicable words).

DATED at \_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_.

Corporate Seal (If available)

Name of Corporate Secretary (please print)

Signature of Corporate Secretary

**To: HSBC InvestDirect**

I have read and understand the explanation to clients that you have provided me in the terms and conditions to this Account Agreement and the choices indicated by me apply to all of the securities held in this account.

**PART 1 - Disclosure of Beneficial Ownership Information**

Please mark the corresponding box to show whether you **OBJECT** or **DO NOT OBJECT** to us disclosing your name, address, electronic mail address, securities holdings and preferred language of communication (English or French) to issuers of securities you hold with us and to other persons or companies in accordance with securities law. If you indicate that you **OBJECT**, we are entitled to charge you the reasonable costs incurred by us to forward security-holder materials to you in accordance with securities law.

- I **OBJECT** to you disclosing the information described above. (Default option)  
 I **DO NOT OBJECT** to you disclosing the information described above.

**PART 2 - Receiving Security-holder Materials**

Please mark the corresponding box to show what you **WANT** to receive. **ALL** security-holder materials sent to beneficial owners of securities consist of the following:

- a) proxy-related materials for annual and special meetings;  
 b) annual reports and financial statements that are not part of the proxy-related materials; and  
 c) materials sent to security-holders that are not required by corporate or securities law to be sent.

- I **WANT** to receive **ALL** security-holder materials sent to beneficial owners of securities. (Default option)  
 I **DECLINE** to receive **ALL** security-holder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.)  
 I **WANT** to receive **ONLY** proxy-related materials that are sent in connection with a special meeting.

Note: These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.

**PART 3 - Preferred Language of Communication**

I understand that the materials I receive will be in my preferred language of communication, which I chose at the time my account was opened, if the materials are available in that language.

**Privacy Consent - required**

Please read the "Privacy and Personal Information" section of the Client Terms and Conditions booklet

1. HSBC InvestDirect may collect and use my personal information and, where permitted by law, share it within the HSBC Group, to identify and inform me of products and services provided by the HSBC Group that may be of interest to me.

Yes  No

I consent to the collection, use and disclosure of personal information in the manner and for the purposes specified in the Client Terms and Conditions. In particular, I agree that HSBC InvestDirect may:

2. collect and use my Personal Information to promote the products and services of select third parties that may be of interest to me; and  
 3. collect, use and share my SIN for the additional purposes of meeting legal and regulatory requirements, and for internal audit (including security), statistical, and record keeping purposes.

I may at any time refuse or withdraw my consent to 1, 2 or 3 above by: contacting HSBC at 1-800-760-1180; or visiting the HSBC web site at [www.investdirect.hsbc.ca](http://www.investdirect.hsbc.ca).

I understand that if I do refuse or withdraw my consent to 1, 2 or 3 it will not affect my eligibility for products or services

**Applicant Agreement - Required**

In this Agreement, the words "I", "me" and "my" mean the Applicant (and any Co-Applicant Client or any other individual with authority over the account, as applicable). All capitalized terms have the same meaning as in the enclosed Client Terms and Conditions.

- I hereby apply for the Investment Account which includes a Securities Account with HSBC InvestDirect.
- I hereby verify that I have read the Client Terms and Conditions and, upon acceptance of this Agreement by HSBC InvestDirect, agree to be bound by such terms and conditions (which are incorporated herein) and agree that my first transaction using services offered in connection with the Investment Account will constitute further evidence of my acceptance of and my agreement to be bound by such terms and conditions.
- I hereby certify that the interest rates and fees for the Investment Account have been disclosed to me. I authorize HSBC InvestDirect to debit my Investment Account for interest, service charges and fees.
- Description of Relationship between HSBC InvestDirect and the Bank:** I understand that HSBC InvestDirect and the Bank are separate entities.
- Balances are not insured by the CDIC but are covered under the Canadian Investor Protection Fund. Certain limits apply.
- Margin Agreement:** I acknowledge that I have carefully reviewed the Margin Agreement Terms and Conditions contained in the enclosed Client Terms and Conditions which are incorporated herein, and I agree that my first transaction using services offered in connection with the margin facility constitute evidence of my acceptance of and my agreement to be bound by such terms and conditions.
- Option Account Agreement:** I hereby apply for option trading privileges in connection with this account. I acknowledge that I have carefully reviewed the Options Trading Terms and Conditions contained in the enclosed Client Terms and Conditions which are herein incorporated, and I agree that my first transaction using services offered in connection with the option trading privileges will constitute evidence of my acceptance of and my agreement to be bound by such terms and conditions.
- Short Sale Risk Statement:** I acknowledge that I have carefully reviewed the Short Sale Risk Statement contained in the enclosed Client Terms and Conditions and I agree to adhere to all requirements contained therein.
- For the purpose of evaluating this Agreement, **HSBC InvestDirect is authorized to collect factual credit information and other personal information about me from third parties** such as credit reporting agencies and credit grantors and from income sources and personal references and to disclose to other credit grantors and credit bureau particulars of this Agreement and subsequent credit experience, and to retain this Agreement for HSBC InvestDirect records. I authorize other institutions with which I deal to provide HSBC InvestDirect with any such information requested.
- It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés en anglais.

**Suitability Acknowledgement - Required**

I verify that I have carefully reviewed the applicable section of the Client Terms and Conditions with respect to suitability reviews and I understand and acknowledge that HSBC InvestDirect does not provide investment advice or recommendations regarding any of my investment decisions or securities transactions and that HSBC InvestDirect will not determine my general investment needs and objectives or the suitability of any of my investment decisions or securities transactions.

I acknowledge that I have sole responsibility for all my investment decisions and securities transactions and I understand that my orders may be sent directly to the exchange or market without prior review by HSBC InvestDirect.

I agree to comply with all applicable rules and customs of the Investment Industry Regulatory Organization of Canada and those governing the exchanges or markets (and their clearing houses, if any) where the orders are executed. HSBC InvestDirect, however, reserves the right to review any of my transactions prior to the exchange or market and to reject, change or remove any order for credit reasons or non-compliance with the requirements of those exchanges, markets or securities regulations.

<b>X</b>	<b>X</b>	<b>X</b>	
Signature - Authorized Individual A	Signature - Authorized Individual B (if applicable)	Signature - Authorized Individual C (if applicable)	Date

**Signatures - Required**

By signing any of the signature areas, I am certifying that the information provided by me in this application is true and complete and I agree to advise HSBC InvestDirect immediately of any material change in the information. I further certify that I am capable of evaluating and bearing the financial risk inherent in buying and selling securities and that trading in all transactions for which approval is sought is suitable for the purposes of my investment objectives. I acknowledge and confirm that I have received, read and consent to the Client Terms and Conditions, including the Statement of Policies and Securities Related Activities Section and the Privacy and Personal Information Section, which includes my consent to the collection, use and disclosure of my personal information for the purposes described.

**I acknowledge and agree that a credit check may be performed on me.**

**Sign here if you are opening a Cash Account**

<b>X</b>	<b>X</b>	<b>X</b>	
Signature - Authorized Individual A	Signature - Authorized Individual B (if applicable)	Signature - Authorized Individual C (if applicable)	Date

**Sign here if you are opening a Margin Account**

I hereby apply to be granted a margin facility with respect to this account. I acknowledge and confirm that I have received, read and accept the Margin Account Terms and Conditions. **I ACKNOWLEDGE AND AGREE THAT A CREDIT CHECK MAY BE PERFORMED ON ME.**

<b>X</b>	<b>X</b>	<b>X</b>	
Signature - Authorized Individual A	Signature - Authorized Individual B (if applicable)	Signature - Authorized Individual C (if applicable)	Date

**Sign here if you are applying for Option Trading**

By signing below, I certify that the information in this application is true and complete and I agree to advise InvestDirect immediately of any material changes in the information. I hereby apply to be granted option and margin facilities with respect to this account. I acknowledge and confirm that I have received, read and accept the Margin Account and Option trading Agreements in the Client Terms and Conditions. I also confirm that I have received and read the applicable Risk Disclosure Document and am aware of and accept all risks associated with the trading of options and securities.

**What kind of option trades would you like to make:**     Buy Calls/Puts                       Covered Writing                       Spreads                       Uncovered Writing

**Authorized Individual A - Investment Information**

Investment Knowledge             None             Limited             Average             Experienced  
 Prior Options Experience         None             Limited             Average             Experienced  
 Applicant's years of option experience \_\_\_\_\_

**Authorized Individual B - Investment Information**

Investment Knowledge             None             Limited             Average             Experienced  
 Prior Options Experience         None             Limited             Average             Experienced  
 Applicant's years of option experience \_\_\_\_\_

**Authorized Individual C - Investment Information (if applicable)**

Investment Knowledge             None             Limited             Average             Experienced  
 Prior Options Experience         None             Limited             Average             Experienced  
 Applicant's years of option experience \_\_\_\_\_

<b>X</b>	<b>X</b>	<b>X</b>	
Signature - Authorized Individual A	Signature - Authorized Individual B (if applicable)	Signature - Authorized Individual C (if applicable)	Date

HSBC InvestDirect Branch Location or HSBC Transit Number: \_\_\_\_\_

Number of Years Known: \_\_\_\_\_

Premier Client  Yes  No Advance Client  Yes  No

ORDER EXECUTION ACCOUNT ONLY

**Referral**

HSBC Bank: Employee Officer Code \_\_\_\_\_

HSBC Securities: Investment Advisor Code \_\_\_\_\_

Other HSBC Group Member: \_\_\_\_\_

Name: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

**HSBC Bank Branch Stamp**

Employee Comments \_\_\_\_\_

**Method of Anti Money Laundering Verification**

a) Face to Face

**Authorized Individual A**

Date of Verification \_\_\_\_\_

**ID #1**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

**Authorized Individual B**

Date of Verification \_\_\_\_\_

**ID #1**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

**Authorized Individual C**

Date of Verification \_\_\_\_\_

**ID #1**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

**ID #2**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

**ID #2**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

**ID #2**

Type of ID Verified:

Driver's Licence  Passport

Other \_\_\_\_\_

ID Number \_\_\_\_\_

Place of Issuance \_\_\_\_\_

Expiry Date \_\_\_\_\_

Verified by: Name \_\_\_\_\_

HSBC Bank

Other HSBC Entity \_\_\_\_\_

Branch Transit Number: \_\_\_\_\_

b) Non Face to Face (For Canadian Residents **ONLY**)

Credit Bureau (plus one of the following)

Bank Name \_\_\_\_\_

Bank Reference Letter / Group Introduction Form

Cheque Number \_\_\_\_\_

Cheque (in name of applicant) Attached for Clearing

Cheque Amount \_\_\_\_\_

**HIDC Reviewing Representative Comments**

Comments: \_\_\_\_\_

Representatives Initials: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Account Approval**

Check if obtained:  Cash  Margin  Short Selling  Buy Calls/Puts  Covered Writing

Branch Manager (BM) Comments:		
BM/Designated Person Name:	BM/Designated Person Signature:	Date:

**Head Office Options Approval Level (if required):**  Spreads  Uncovered Writing

D.R.O.P./A.R.O.P. Comments:		
D.R.O.P./A.R.O.P. Name:	D.R.O.P./A.R.O.P. Signature:	Date:



## Beneficial Ownership Determination Form

HSBC InvestDirect

Complete this form when a Non-Individual Account (i.e. Corporation, Trust or an Informal Trust etc.) has identified a beneficial owner that is not an authorized individual. A beneficial owner is an individual(s) who ultimately owns directly or indirectly a minimum of 10% interest in a corporation or similar entity, or that is settlor or beneficiary of the trust. A similar non-individual entities include private companies, partnerships, limited partnerships, investment clubs, Trusts or other similar entities that would have an identifiable owner. Please note that this form is not applicable to charities, churches, fraternal organizations, government organizations, publicly traded companies/trusts, testimony trusts, affiliates of public traded corporations, banks loan or trust companies, credit unions, caisse populaire, insurance company, mutual fund management company pension fund, securities dealer or broker investment manager in Canada or similar entity defined under IDA By-law 18.8 are not considered non-individual accounts.

OWNERSHIP	
Account Number:	Percentage: Owned/Interest:

BENEFICIAL OWNER'S PERSONAL INFORMATION			
Title:	Last Name (Legal):	First Name (Legal):	Middle Name (Legal):
Marital Status:	Date of Birth:	Citizenship (List all countries):	

BENEFICIAL OWNER'S HOME ADDRESS			
Street:			Apt. #/Suite #:
City:	Province:	Postal Code:	Country:

BENEFICIAL OWNER'S EMPLOYMENT INFORMATION		
Employer's Name:	Employer's Address:	
Type of Business:	Occupation/Position:	Years with Employer:

ADDITIONAL INFORMATION		
1. Are you or your spouse an insider as defined by the applicable legislation (e.g. a director, a senior officer, own 10% or more of the voting rights of a publicly traded company (i.e. company shares are traded on a stock exchange or on an O-T-C market) or any of its subsidiaries	You <input type="checkbox"/> Yes <input type="checkbox"/> No	Your Spouse <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you or your spouse, either alone or part of a group, own or control 20% or more of the voting rights of any publicly traded company? If yes, please state the name(s) of the company(ies):	You <input type="checkbox"/> Yes <input type="checkbox"/> No	Your Spouse <input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE DO NOT COMPLETE ANY INFORMATION IN THIS SECTION (FOR INTERNAL USE ONLY)				
1.	The individual conducting the verification of the Beneficial Owner's identity must review an original government issued identification in compliance with Proceed of Crime (Money Laundering) laws.			
	Government Issued Identification Reviewed	Identification Number	Place of Issuance	Date of Expiry <small>MM / DD / YY</small>
2.	<input type="checkbox"/> A member of the HSBC Group of companies referred the client. (Please note: The <b>Group Introductory Form</b> and copy of identification must be attached to this document.			
3.	<input type="checkbox"/> The Beneficial Owner supplied a cheque with this document	Cheque No.	Cheque Amount:	
4.	For Trusts Only – If relying on the information provided by the Settlor and/or Trustee(s), please indicate reason for doing so: <input type="checkbox"/> Settlor/Trustee(s) does not wish to identify the beneficiaries outside of the Trust or to each other. <input type="checkbox"/> Beneficiaries are minors			

SIGNATURES		
I certify that the information provided by me in this document is true and complete and I agree to advise you immediately of any material change in the information. HSBC InvestDirect is authorized to provide to any governmental, regulatory or self-regulatory authority such information with regard to the Client's Account upon request. I hereby authorize HSBC InvestDirect to obtain a credit report about me, as required, so that HSBC InvestDirect may meet its legal and regulatory requirements.		
Beneficial Owner/Authorized Person's Signature:	Date (MM/DD/YY)	
Witness' Name (HSBC Employee):	Witness' Signature (HSBC Employee):	Date (MM/DD/YY)
Branch Manager's Name:	Branch Manager's Signature	Date (MM/DD/YY)



HSBC InvestDirect

GUARANTEE OF ACCOUNT

To Be Completed By Guarantor

Account Number - Guaranteed Account

In consideration of HSBC InvestDirect and HSBC Bank Canada (the "Bank"), opening or maintaining an Account or Accounts:

[Empty box for Account Number]

[ ] For Partnership, Corporation, Society and Investment Club Guarantee

Name (Please Print Name of Organization Guaranteed)

Street: \_\_\_\_\_ Apt.: \_\_\_\_\_

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

[ ] For Personal Guarantee [ ] Mr. [ ] Mrs. [ ] Miss [ ] Ms. [ ] Dr.

Name (Please Print Name of Client Guaranteed)

First: \_\_\_\_\_ Initial: \_\_\_\_\_ Last: \_\_\_\_\_

Street: \_\_\_\_\_ Apt.: \_\_\_\_\_

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

or otherwise giving credit to the Client, on such terms and conditions as may be agreed upon from time to time between HSBC InvestDirect, the Bank, and the Client, the undersigned (the "Guarantor") unconditionally guarantees and agrees to pay to HSBC InvestDirect and the Bank, on demand, all indebtedness or liabilities owed to HSBC InvestDirect or the Bank, respectively, by the Client howsoever incurred (the "Liabilities") including without limitation the payment of all monies currently due or which in future may become due to HSBC InvestDirect or the Bank, respectively from the Client (whether as principal, guarantor or surety, whether absolute or contingent, and whether matured or not) and to indemnify HSBC InvestDirect and the Bank on demand for all losses, costs, expenses, and liabilities, direct or indirect, incurred or suffered by or to which HSBC InvestDirect or the Bank respectively, may become subject as a result of dealing with the Client and all interest, commissions, costs, charges, and expenses which may be incurred in respect of such debts or liabilities (all of which shall, for the purposes hereof, be included in Liabilities) or any security therefor held by or on behalf of HSBC InvestDirect or the Bank, respectively.

The Guarantor further agrees to be bound by the Additional Terms and Conditions appearing on the reverse, which are incorporated by reference and form a part of this Guarantee.

I hereby authorize HSBC InvestDirect to obtain a credit report about me, as required, so that HSBC InvestDirect may meet its legal and regulatory requirements.

X \_\_\_\_\_ Signature of Guarantor

X \_\_\_\_\_ Signature of Witness\*

\_\_\_\_\_  
Name of Guarantor (Please Print or Type)

\_\_\_\_\_  
Name of Witness (Please Print or Type)

\_\_\_\_\_  
Full Address of Guarantor (Please Print or Type)

Are you or any director, partner or 3rd party (or any members of your immediate family) currently, or have you or any director, partner or 3rd party (or any members of your immediate family) in the past, been employed in any of the following positions? [ ] Yes [ ] No

If yes, check all applicable boxes:

- [ ] a head of state or government; [ ] a president of a state owned company or bank;
[ ] a member of the executive council of government or member of a legislature; [ ] a head of a government agency;
[ ] a deputy minister (or equivalent); [ ] a judge; or
[ ] an ambassador or an ambassador's attaché or counsellor; [ ] a leader or president of a political party in a legislature.
[ ] a military general (or higher rank);

The signing of this Guarantee involves personal liability. HSBC InvestDirect recommends that the Guarantor obtain independent legal advice before signing this Guarantee.

Account Number of Guarantor (if applicable)

[Empty box for Account Number]

\*No Client Whose Account is Guaranteed may be a Witness.

To Be Completed when any Assets or the Permanent Address of the Guarantor are Situate in the Province of Alberta

The Guarantees Acknowledgment Act (Alberta Only) Certificate of Notary Public

I HEREBY CERTIFY THAT \_\_\_\_\_ (the "Guarantor") of \_\_\_\_\_, being the Guarantor in the Guarantee dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ addressed to HSBC InvestDirect, a copy of which is by examination attached hereto, appeared in person before me and acknowledged that he or she, as the case may be, had executed such Guarantee and that I have satisfied myself of him or her that he or she is aware of the contents of the Guarantee and he or she understands it.

GIVEN at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under my hand and seal of office.

\_\_\_\_\_ A NOTARY PUBLIC in and for the Province of \_\_\_\_\_

Statement of Guarantor

I am the person named in this certificate as the Guarantor.

X \_\_\_\_\_ Signature of Guarantor

## Additional Terms and Conditions

- 1. Continuing Guarantee:** The Guarantee shall be a continuing guarantee and shall cover all Liabilities, whether present or future, and all existing and future Accounts (as defined in the Client Terms and Conditions provided to the Client by HSBC InvestDirect), (individually or collectively, the "Guaranteed Account") of the Client with HSBC InvestDirect. This Guarantee shall survive any incidental, temporary or intermittent closing out, reopening or renumbering of the Guaranteed Account and shall remain in effect notwithstanding the repayment or liquidation from time to time during the term of this Guarantee of the whole or any part of any Liabilities. This Guarantee shall not be discharged or affected by the death or mental incapacity of the Guarantor or the Client, or both. Nothing contained herein shall require or be construed as requiring HSBC InvestDirect to maintain or refrain from closing the Guaranteed Account or to extend credit to the Client. The Guarantor acknowledges and agrees that with respect to the suitability of the transactions and trades occurring in the Client's account, the review performed by the Company is solely in relation to the Client's particular circumstance and not the Guarantor's.
- 2. Use of Guarantor's Margin:** Whenever the margin held by HSBC InvestDirect in respect of the Guaranteed Account is less than that required by HSBC InvestDirect at the time, HSBC InvestDirect may combine the Guaranteed Account and the Guarantor's accounts with HSBC InvestDirect to determine whether or not the margin in such Accounts is sufficient having regard collectively to the Liabilities and all of the liabilities of the Guarantor in respect of such Guarantor's accounts. Furthermore, HSBC InvestDirect may rely on the value of the Guarantor's margin in granting an additional margin facility to, in refraining from making any margin call on or in determining the amount of any margin call to be made on the Client. To the extent HSBC InvestDirect so relies on the Guarantor's margin, HSBC InvestDirect may restrict the Guarantor from executing any trades in or withdrawing any cash or any securities (including without limitation shares, bonds, debentures, notes, warrants, rights and options) commodities, commodity futures contracts and commodity futures options (collectively, "Securities") from any of the Guarantor's accounts with HSBC InvestDirect.
- 3. Pledge of Collateral:** As continuing collateral for the payment of any amounts which are now or which in the future may be owing by the Guarantor pursuant to this Guarantee, the Guarantor hereby pledges to HSBC InvestDirect all of the Guarantor's Securities, options, and cash, including any free credit balances, which now or hereafter are in any of the Guarantor's accounts with HSBC InvestDirect (collectively, the "Collateral").  
*(For the Province of Quebec only)*  
All securities, any dividends, interest, capital distributions in respect thereof, any proceeds derived from the sale or other disposition thereof, and any cash, including free credit balances held by HSBC InvestDirect for or on Account of the Guarantor are hereby charged with a moveable hypothec for the amount of one hundred million dollars, with interest from the date hereof at the Bank's prime rate plus 1% per annum in favour of HSBC InvestDirect to secure the Guarantor's indebtedness towards HSBC InvestDirect.
- 4. Payments by Guarantor:** The Guarantor will, upon any demand therefore, pay to HSBC InvestDirect the amount of all of the Liabilities, or such part thereof as may have been demanded, together with interest, calculated daily and compounded monthly, from the date of demand until payment. The interest rate shall be the interest rate designated from time to time by HSBC InvestDirect to its branches as being its effective rate for determining interest on debt balances in accounts maintained with HSBC InvestDirect. Any amount which HSBC InvestDirect states is owing by the Client, in the absence of manifest error, shall be accepted by the Guarantor as conclusive evidence that such amount is owing by the Client to HSBC InvestDirect. HSBC InvestDirect shall be entitled to make more than one demand under this Guarantee and no demand by HSBC InvestDirect or payment by the Guarantor shall in any way terminate or extinguish this Guarantee.
- 5. Exercise of Security:** If the Client fails to make timely payment of any of the Liabilities, then, in addition to the right of HSBC InvestDirect to make demand on the Guarantor pursuant to Section 4 herein or to any other right which HSBC InvestDirect may have, HSBC InvestDirect may, without notice or demand to the Guarantor, apply any Collateral or sell, contract to sell or otherwise dispose of, whether by public or private sale, any or all of the Collateral and apply the net proceeds therefrom to eliminate or reduce the Liabilities. The Guarantor acknowledges and agrees that all present and future assets of the Guarantor shall be made available to HSBC InvestDirect, on demand, to satisfy the Liabilities. Such rights may be exercised separately, successively or concurrently. If HSBC InvestDirect makes a demand on or gives notice to the Guarantor prior to exercising any such right, then such demand or notice shall not constitute a waiver of HSBC InvestDirect right to take any action authorized herein without further demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by HSBC InvestDirect in exercising its rights herein may be charged to the Guarantor. The Guarantor shall remain liable to HSBC InvestDirect for any deficiency remaining following the exercise of any of its rights herein or otherwise. The Guarantor acknowledges that the rights granted to HSBC InvestDirect herein are reasonable and necessary for the protection of HSBC InvestDirect having regard to the nature of securities markets, including in particular, their volatility.
- 6. Alternative Courses of Action:** HSBC InvestDirect shall not be bound to exhaust its recourse against the Client or others, any Securities or any other guarantees it may at any time hold before being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division. Whenever this Guarantee entitles HSBC InvestDirect to alternative courses of action HSBC InvestDirect shall be entitled to choose any, none or all of such alternative courses of action in its sole unfettered discretion.
- 7. Other Guarantees:** This Guarantee shall be in addition to and not in substitution for any other guarantees which HSBC InvestDirect may now or hereafter hold in respect of the Liabilities and HSBC InvestDirect shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other assets which HSBC InvestDirect may be entitled to receive or may have a claim upon. No loss of or in respect of or unenforceability of any other guarantees which HSBC InvestDirect may now or hereafter hold in respect of the Liabilities, whether occasioned by the fault of HSBC InvestDirect or otherwise, shall in any way limit or lessen the Guarantor's liability to HSBC InvestDirect.
- 8. Liability Not Discharged:** The Guarantor's liability to HSBC InvestDirect shall not be released, discharged, limited or otherwise affected by any of the following:
  - a) HSBC InvestDirect granting any extension or other indulgence or any release or discharge to the Client, the Guarantor or any other Guarantor or surety;
  - b) HSBC InvestDirect changing or modifying the terms or conditions of the Guaranteed Account, the Liabilities or the Client's relationship with HSBC InvestDirect;
  - c) HSBC InvestDirect taking, giving up or abstaining from perfecting any security or taking advantage of, exercising or otherwise dealing or failing or neglecting to deal with any security held by HSBC InvestDirect or any improvident or negligent dealing therewith;
  - d) HSBC InvestDirect accepting any compromises from or otherwise dealing with the Client or any other guarantor or surety;
  - e) HSBC InvestDirect applying any monies received from the Client or others or from any security against the Liabilities in any manner HSBC InvestDirect sees fit;
  - f) any right of set-off, counterclaim, appropriation, application or other demand or right the Client or Guarantor may have;
  - g) any irregularity, defect or informality in any obligation, document or transaction relating to the Client or any of the Guaranteed Account;
  - h) HSBC InvestDirect exercising, in part or in whole, or failing to exercise, any its rights contained herein or elsewhere; or
  - i) acting or failing in any manner which might otherwise operate as a discharge, whether partial or absolute, of the Guarantor's obligations to HSBC InvestDirect under this Guarantee or of the Guarantor's obligations in respect of the Liabilities. The Guarantor's liability to HSBC InvestDirect shall also not be limited, reduced or discharged by the bankruptcy or insolvency of the Client or by the taking of any action therefor, or by the reason of the unenforceability as against the Client of any of the Liabilities.
- 9. Termination:** The Guarantor, upon receipt by HSBC InvestDirect of not less than five business days' prior notice in writing delivered by the Guarantor to the attention of the Chief Compliance Officer of HSBC InvestDirect, may terminate any further liability under this Guarantee. Upon the termination of this Guarantee becoming effective, the Guarantor shall not be liable for any further Liabilities, except in respect of any Liabilities incurred or arising before the termination of such guarantee becoming effective even though not then matured; provided that, notwithstanding receipt of such notice, HSBC InvestDirect may, within a reasonable time after receipt of such notice; fulfil any requirements of the Client based on agreements, whether express or implied, made prior to the receipt of such notice, close out positions existing at that time or liquidate the Guaranteed Account, and any resulting Liabilities shall be covered by this Guarantee. The Guarantor shall continue to be liable to HSBC InvestDirect with respect to any Liabilities that exist at the time the notice of termination becomes effective until such Liabilities are paid to HSBC InvestDirect by the Guarantor or the Client, or both. Notwithstanding the foregoing, this Guarantee shall remain effective for the purposes contemplated in section 10 herein.
- 10. Assignment and Postponement:** All debts and liabilities, present and future, of the Client to the Guarantor are hereby assigned to HSBC InvestDirect and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for HSBC InvestDirect and forthwith upon receipt shall be paid over to HSBC InvestDirect, the whole without in any way lessening or limiting the liability of the Guarantor under this Guarantee. This assignment and postponement is independent of the Guarantee and shall remain in full force and effect during any such time that Liabilities are owing to HSBC InvestDirect.
- 11. Changes Relating to Client:** This Guarantee shall remain in effect notwithstanding any change in the name of the Client, or (if the Client is a partnership or investment partnership) any change in the Client's membership, or (if the Client is a corporation) any change of control in, or any contribution or amalgamation of this Client, or (if the Client is a trust) any change in trustees, beneficiaries or constating documents.
- 12. Changes Relating to Guarantor:** This Guarantee shall remain in effect notwithstanding any change in the name of the Guarantor, or (if the Guarantor is a partnership or investment partnership) any change in the Guarantor's membership, or (if the Guarantor is a corporation) any change of control in, or any continuation or amalgamation of the Guarantor, or (if the Guarantor is a trust) any change in trustees, beneficiaries or constating documents.
- 13. Notices to the Guarantor:** Any notice or communication to the Guarantor may be given by prepaid mail, telegraph, telefax or telex to any address of record with HSBC InvestDirect of the Guarantor or may be delivered personally to the Guarantor or to any such address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telegraph, telefax or telex on the day sent or, if delivered, when delivered. Nothing in this Section 13 shall be interpreted as requiring HSBC InvestDirect to give any notice to the Guarantor which is not otherwise required to be given by HSBC InvestDirect.
- 14. Guarantor's Waiver of Notice:** The Guarantor waives notice of the terms or current conditions of the Guaranteed Account or any changes or modifications therein made from time to time, including the types of Securities traded by the Client, the Client's trading pattern, the Client's failure to make timely payments of liabilities and any increase in the Liabilities. The Guarantor confirms that HSBC InvestDirect may deal with and accept orders for the Guaranteed Account without notice to the Guarantor. The Guarantor also waives notice of any demand notice in the event of any default by the Client.
- 15. Rights of the Bank:** The rights of HSBC InvestDirect set forth in these Additional Terms and Conditions shall also accrue to the benefit of and be enforceable by the Bank in respect of any Liabilities incurred by the Bank in respect of the Client's Account and, for the purposes hereof, all references in these Additional Terms and Conditions to HSBC InvestDirect shall be deemed to include the Bank.
- 16. Headings and Plural:** The heading used in this Guarantee are for convenience of reference only and shall not in any way affect its interpretation. In this Guarantee, where the singular is used it shall include the plural and vice versa.
- 17. Entire Agreement:** This Guarantee embodies all the agreements between the parties hereto relative to this guarantee and none of the parties shall be bound by any representations, promises, collateral agreements or conditions with respect to this Guarantee or affecting the Guarantor's liability herein, and it is specifically agreed that HSBC InvestDirect shall not be bound by any representations, promises, collateral agreements or conditions made by the Client to the Guarantor.
- 18. Severability:** In the event any term or provision of this Guarantee, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Guarantee shall remain in full force and effect.
- 19. Successors and Assigns:** This Guarantee shall enure to the benefit of and shall be binding upon HSBC InvestDirect and the Guarantor, and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 20. Governing Law:** This Guarantee shall be governed with respect to each separate Guaranteed Account in all respects by the laws of the jurisdiction where the HSBC InvestDirect Office is located that services that particular Guaranteed Account.
- 21. English Language:** Is the express wish of the parties that this Guarantee be in English. Il est de la volonté expresse des parties que cette Garantie soit rédigée en langue anglaise.
- 22. Acknowledgement:** The Guarantor acknowledges that the Guarantor has read this Guarantee, that the Guarantor understands the legal effect and binding nature of this Guarantee and that the Guarantor has executed and delivered this Guarantee voluntarily.



**HSBC InvestDirect**  
a division of HSBC Securities (Canada) Inc

## Incumbency Certificate

**Re: Directors**

To: HSBC InvestDirect

The undersigned, being the secretary of \_\_\_\_\_ (the "Corporation"), hereby certifies that the following persons are the directors of the Corporation.

### Directors

	Name	Occupation
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____

Dated the \_\_\_\_\_, day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Name (please print)

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**  
 ▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . **W-8ECI or W-8EXP**

**Instead, use Form:**

**Note:** *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary . . . . . **W-8IMY**

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
<b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>5</b> Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	<b>7</b> Foreign tax identifying number, if any (optional)
<b>8</b> Reference number(s) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

- a**  The beneficial owner is a resident of .....within the meaning of the income tax treaty between the United States and that country.
- b**  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c**  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d**  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e**  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): .....  
 Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

**1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,  
**2** The beneficial owner is not a U.S. person,  
**3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**  
**4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶ \_\_\_\_\_  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting