



HSBC Bank Canada

**POWER OF ATTORNEY (for use in Ontario)**

THIS POWER OF ATTORNEY FOR PROPERTY is given by \_\_\_\_\_  
*(name of Grantor)*

of \_\_\_\_\_  
*(address of Grantor)*

1. **Appointment:** I hereby appoint the following person(s):

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

Jointly  Jointly or Separately

*(Initial one box if there is more than one Attorney. If left blank, my Attorneys must act jointly. If I choose to allow my Attorneys to act separately, I confirm that my Attorneys need not act unanimously in respect of the areas of authority set out in this document.)*

to be my Attorney(s) for my property and, such appointment taking effect immediately, I authorize my Attorney(s) to do, from time to time, the following acts and things on my behalf and in my name involving **HSBC Bank Canada** or any of its subsidiaries (the “**Bank**”) which I could do if capable, subject to any conditions and restrictions contained herein:

- (a) To draw, accept, assign, sign, make, endorse, negotiate and deal with all or any bills of exchange, promissory notes, cheques, drafts, deposit instruments and orders for the payments of money, warehouse receipts and bills of lading; and
- (b) To pay and receive all monies and securities held for my account (whether for safekeeping or by way of security or otherwise) and give receipts, releases and acquittances for the same; and
- (c) To arrange, settle, balance and certify all books, statements and accounts and sign the Bank’s regular form of confirmation of balance and vouchers, and any receipts and releases in respect thereof; and
- (d) To borrow money by way of discount, overdraft or otherwise and to give any security or securities upon any of my property, rights and assets, present or future, whether real or personal or otherwise, for any debt or liability incurred or to be incurred by me or by my Attorney(s) on my behalf; and
- (e) To subscribe for, accept, purchase, sell, transfer, surrender and in every way deal with shares, stocks, bonds, debentures and securities of every kind and description through the agency of the Bank or otherwise and to pay and receive the purchase money therefore and to give receipts, acquittances and releases for the same; and
- (f) To authorize and empower any manager or other officer of the Bank to accept in my name all or any drafts and bills of exchange; and
- (g) To receive any notice, notification, writ or process; and
- (h) To establish, make contributions to or withdrawals from, transfer all or part of, redeem or terminate my Registered Retirement Savings Plans or similar retirement savings plans; and
- (i) To execute and deliver all deeds and other documents necessary for the above purposes; and
- (j) Generally to transact with the Bank any business my Attorney(s) may see fit on my behalf and in my name as fully and effectually as I could do if present.

*(Delete and initial if not desired)*

2. **Safety Deposit Box:** I authorize my Attorney(s) to have access to, control of and the power to deposit or remove any contents, including testamentary documents, securities, writings, jewellery and other items of any kind whatsoever, of any safety deposit box held by me at the Bank.

3. **Acknowledgement of Tax Liability:** I acknowledge that termination or redemption of a Registered Retirement Savings Plan or similar retirement savings plan could result in a significant tax liability.

4. **Multiple Powers of Attorney:** This Power of Attorney is in addition to and does not revoke any previous Power of Attorney granted by me.

5. **Ratification, Revocation and Indemnification:** I hereby ratify and confirm all acts and things which my Attorney(s) shall do or cause to be done under or by virtue of this Power of Attorney. The Bank will not oversee the use to which my Attorney(s) put my funds or assets. The Bank may continue to deal with my Attorney(s) until a written notice of revocation of this Power of Attorney has been given to the branch of the Bank at which my account(s) is kept, and the Bank has confirmed in writing that it has received my notice of revocation. I will indemnify the Bank and hold the Bank harmless from all losses, costs, fees, damages, expenses, claims and liabilities whatsoever that the Bank may suffer or incur or that may be brought against the Bank as a result of the Bank acting upon the instructions of my Attorney(s) pursuant to this Power of Attorney.

**SECTION 6 BELOW GRANTS A CONTINUING POWER OF ATTORNEY WHICH WILL ALLOW THIS POWER OF ATTORNEY TO BE EXERCISED DURING YOUR MENTAL INCAPACITY. IF YOU DO NOT WISH TO GRANT A CONTINUING POWER OF ATTORNEY, YOU *MUST* DELETE AND INITIAL SECTION 6.**

*(Delete and initial if not desired)* **6. Continuing Power of Attorney:** It is my intention and I so authorize my Attorney(s) that this authority may be exercised while I am capable of making decisions about my financial affairs and shall continue despite any subsequent legal incapacity or mental incapability on my part, pursuant to the *Substitute Decisions Act*.

**7. General:** I hereby confirm having secured such legal advice concerning this Power of Attorney as I consider necessary. I acknowledge that HSBC is not providing legal advice to me. I declare that I have read and understood the terms of this Power of Attorney.

**8. Acknowledgement of Mental Capacity:** I acknowledge and am aware of the following:

- (a) I know what kind of property I have and its approximate value;
- (b) I am aware of obligations owed to my dependants;
- (c) I know that my Attorney(s) will be able to do anything in respect of my property I could do if capable, with the exception of making my will;
- (d) I know that my Attorney(s) must account for his, her or their dealings with my property;
- (e) I know that I may, if capable, revoke this Power of Attorney;
- (f) I appreciate that unless my Attorney(s) manages my property prudently, the value of my property may decline; and
- (g) I appreciate the possibility that my Attorney(s) could misuse the authority given to him, her or them.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

If this is a Continuing Power of Attorney, it must be executed in the presence of two witnesses, each present at the same time. If this is not a Continuing Power of Attorney, only one witness is required.

Signature of witness*	Signature of witness*	
		)
		)
		)
Print name	Print name	
		)
		)
		)
Print address	Print address	Signature of Grantor
		)
		)
		)
Print occupation	Print occupation	
		)

*\* If this is a Continuing Power of Attorney, the signature of each witness is his or her acknowledgement that he or she has no reason to believe that the Grantor is incapable of giving this Power of Attorney, and that he or she is not:*

- (a) an Attorney appointed hereunder;
- (b) the spouse or partner of an Attorney appointed hereunder;
- (c) the Grantor's spouse or partner;
- (d) a child of the Grantor or a person whom the Grantor has demonstrated a settled intention to treat as his or her child;
- (e) a person whose property is under guardianship or who has a guardian of the person; or
- (f) less than 18 years old.

*("partner" means a person who has lived with the Grantor for over one year in a close personal relationship that is of primary importance in both person's lives)*

**Acknowledgement of Attorney(s):** I hereby accept the above appointment.

Signature of Attorney	Signature of Attorney
Date	Date

# Authorized Individual Information Form

## Personal Information

Mr.    Mrs.    Miss    Dr.

Last Name (Legal) \_\_\_\_\_ First Name (Legal) \_\_\_\_\_ Middle Name (Legal) \_\_\_\_\_

Home Tel. # \_\_\_\_\_ Business Tel. # \_\_\_\_\_

Mobile Tel. # \_\_\_\_\_ E-mail Address \_\_\_\_\_

Residence Address (*P.O. Boxes, G.D.. or c/o not accepted*) \_\_\_\_\_ Apt./Suite# \_\_\_\_\_

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

Country of Residence \_\_\_\_\_ Citizenship (list all countries) \_\_\_\_\_

Country of Birth \_\_\_\_\_ SIN \_\_\_\_\_ 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

Name of Spouse \_\_\_\_\_

Spouse's Employer's Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Spouse's Occupation/Position \_\_\_\_\_ Years with Employer \_\_\_\_\_

## Employment Status

Employed    Self-Employed    Student

Retired\*    Homemaker    Not Working\*

\*Retired or Not Working: Provide details of most recent job.

## Other Information

- 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 of the firm and provide a compliance letter : \_\_\_\_\_  Yes    No
- Are you, your spouse, or anyone you reside with, the CEO, CFO, COO or a Director of a publicly traded company ("a reporting issuer")?  Yes    No
- 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)  Yes    No
- 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?  Yes    No
- Are you, your spouse, or anyone you reside with, a control person (holding more than 20%) in a reporting issuer's outstanding voting securities?  Yes    No
- 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?  Yes    No
- 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 non-public information of a reporting issuer given the nature of the employment (i.e. finance, technology)?  Yes    No
- Do you, your spouse, or anyone you reside with, exercise "significant power or influence" over the decisions of a reporting issuer?  Yes    No
- Name any reporting issuers (including symbol) to which a "Yes" answer applies on questions 2 to 8 above: \_\_\_\_\_
- Are you (or any members of your immediate family) currently, or have you (or any members of your immediate family) in the past, been employed in any of the following positions: (*If yes, please check all applicable boxes and list the details of the individuals*)  Yes    No
  - 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 federal judge; or
  - a leader or president of a political party in a legislature.

If answered yes to question 10, please indicate the details of the individual(s) below:

Full Name	Relationship	Description
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## Privacy Consent

Please read the "Client Information Consent Agreement" section of the Client Terms and Conditions booklet. I consent to the collection, use and disclosure of Client Information in the manner and for the purposes specified in the Client Terms and Conditions.

I agree to the following optional uses of my Personal Information:

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.
2. HSBC InvestDirect may 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. HSBC InvestDirect may collect, use and share my SIN for the additional optional purposes of conducting Financial Crime Risk Management Activities, and for internal audit, security, statistical, and record keeping purposes.

Yes  No (Default - unless instructed otherwise)

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 InvestDirect website 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.

## Signature

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 investment decisions or securities transactions and that HSBC InvestDirect will not determine the general investment needs and objectives or the suitability of any investment decisions or securities transactions.

I acknowledge that I have sole responsibility for all investment decisions and securities transactions and I understand that 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 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.

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

x

Signature – Authorized Individual

Date (mm/dd/yyyy)

## Internal Use Section

### Method of Anti Money Laundering Verification

Face to Face Date of Verification (mm/dd/yyyy): \_\_\_\_\_

#### ID#1

Type of ID Verified:

Drivers License  Passport  Other: \_\_\_\_\_

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

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

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

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

Entity:  HSBC Bank  Other: \_\_\_\_\_

Branch Location/Transit Number: \_\_\_\_\_

#### ID#2

Type of ID Verified:

Drivers License  Passport  Other: \_\_\_\_\_

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

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

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

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

Entity:  HSBC Bank  Other: \_\_\_\_\_

Branch Location/Transit Number: \_\_\_\_\_

**Non Face to Face (Canadian Residents Only)**

Credit Bureau (plus one of the following)  Bank Reference Letter/Group Introduction Form  Cheque (in name of individual) attached for clearing

Bank Name: \_\_\_\_\_ Cheque Number: \_\_\_\_\_ Cheque Amount: \$ \_\_\_\_\_

### HIDC Reviewing Representative Comments

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

Representative Name: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_