



**Institutional Account Application Form**

Client Name: \_\_\_\_\_ Short Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

Duplicate

Confirmation(s): \_\_\_\_\_  
 \_\_\_\_\_

**Type of Institution:**

- IIROC Dealer Member
- Broker Dealer (FINRA)
- Trust Company [12/2C]
- Exempt Market Dealer
- Insurance Company [2E/13]
- Bank or Credit Union
- Mutual Fund [2L]
- Portfolio Manager (w/ Prov. registration) [2N]
- Other (e.g. assets > \$10 million), provide details)\*
- Public Company

Details: \_\_\_\_\_(attach documentation to support net worth over \$10 million.)

\* Institutions that are not a regulated entity may not be exempt from any portion of the AML Rules as described below.

**Insider or Control Block** - If any transactions for the account are for the benefit of a Reporting Insider or Control Person, the Client confirms that it will advise First Republic Capital prior to the transaction. If the Client is currently an Insider or Control Person please provide details:

\_\_\_\_\_

**Trade Settlement Information**

**U.S. Agent**

**Canadian Agent**

<b>Agent Bank or Broker:</b>		
Location:		
Account Name:		
<u>Account Number:</u>		
Sub-Account Name:		
Sub-Account Number:		
<b>D.T.C. Number:</b>		- n a -
<u>C.U.I.D. Number:</u>	- n a -	
<b>Agent Bank Number:</b>		- n a -
<b>Institution ID Number:</b>		- n a -
<b>Contact Name/Phone No:</b>		

-> The information in 'boxed sections' is the minimum necessary to properly settle your trades, please ensure these are filled in.

**Authorized Traders:**

Please complete and attach "Appendix A- Trading Authorization Form" to this Institutional Account Application Form.

**Permitted Client Suitability Waiver:**

Please complete and attach "Appendix D- Permitted Client Suitability Waiver" to this Institutional Account Application Form.

**PLEASE SIGN THE THREE STATEMENTS BELOW.**

**1. Acknowledgment**

The Client, (i) acknowledges receipt of, and agrees with the terms and conditions contained in, the Client Account Agreement provided with this Institutional Account Application Form, (ii) agrees, acknowledges, represents, and warrants that the information provided herein is complete, accurate and true, and (iii) agrees that it will advise First Republic Capital Corporation ("FRCC") in the event of any material change to the information so provided. The undersigned confirms they are authorized by the Client and have the authority to open accounts for the Client with FRCC.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_  
\_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_

**2. Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations ("AML Rules")**

Unless exempt under the AML Rules, the Client agrees to provide any documentation or information FRCC may require under the AML Rules, including but not limited to, the Client's certificate of incorporation (or similar documents), the names of its directors or partners and the names of any Third Parties on whose behalf an account may be operated. The Client agrees that, unless exempt, the identity of its Authorized Traders will be verified as required by the AML Rules by means of the Authorized Traders presenting original identification documents to FRCC staff or cooperating with FRCC to verify their identity by such other means as allowed under the AML Rules.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_  
\_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_

**3. Conflict of Interest Disclosure**

The client acknowledges that it has reviewed and understands the Conflict of Interest Disclosure document posted on the website of First Republic Capital Corporation at <https://www.firstrepubliccapital.com/conflict-of-interest-disclosure-document/>. Any questions or concerns about the information in this document were discussed with the client's dealer representative at First Republic Capital, and the client is comfortable with the information provided.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_  
\_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_

## CLIENT ACCOUNT AGREEMENT

### TO: First Republic Capital Corporation ("the Broker")

In consideration of the Broker agreeing to operate, open or maintain any account or accounts for the accountholder and, where a joint account is requested, the co-acountholder (individually or collectively, the "Account") for the undersigned (the "Client") for the purchase and sale or otherwise dealing in, securities, including, without limitation, shares, bonds, debentures, notes, warrants, rights, options, commodities, commodity futures contracts and commodity futures options (collectively, "Securities"), whether or not on margin and whether or not as a short sale (collectively "Transactions"), the Client agrees with, represents, and acknowledges to the Broker as follows:

#### 1. APPLICATION RULES AND REGULATIONS

All Transactions for the Account shall be subject to the constitutions, by-laws, rulings, regulations, customs and usages of the exchanges or markets and their clearinghouses, if any, where made and to all laws, regulations and orders of any applicable government or regulatory authorities (collectively referred to herein as "Applicable Rules and Regulations").

#### 2. SETTLEMENT AND TRANSACTION CHARGES

Full and timely settlement will be made for each Transaction in Securities for the Account. The Client will pay to the Broker all commissions and other transaction charges in respect of each Transaction (including any transaction pursuant to Section 4), together with interest, calculated daily and compounded monthly, on outstanding indebtedness. Such commissions and other charges shall be at the Broker customary rates in the circumstances or as negotiated from time to time. The interest rate shall be the interest rate designated from time to time by the Broker to its branches as being its effective rate for determining interest on debt balances in Accounts with the Broker and the Client waives notice of all changes in such rates.

#### 3. OPERATION OF THE ACCOUNT

The Broker has the right, solely for its own protection, to determine in its absolute discretion whether or not any order for Transactions for the Account is acceptable and whether to execute said order. The Broker will credit to the Account any interest, dividends or other monies received in respect of Securities held in the Account and any monies (net of all charges) received as proceeds from Transactions for the Account, and will debit to the Account any amounts owing, including interest, by the Client to the Broker pursuant to this Agreement. The Broker will maintain a record of receipts and deliveries of Securities and the Client's resulting positions in the Account. The Client agrees to pay any service fees or service charges relating to services provided by the Broker for the administration of the Account. The Client agrees that the Broker will not be liable in connection with the execution or handling of orders or the purchasing, exercising and/or writing of put and/or call options for the Client's Account, except for gross negligence or willful misconduct on the part of the Broker.

#### 4. ELIMINATION OR REDUCTION OF INDEBTEDNESS

If: (a) the Client fails to pay any indebtedness when due; (b) the Broker deems the margin held by it to be insufficient for its protection; or (c) on or before any settlement date the Client fails to comply with any other requirement contained in the Agreement, then, in addition to any other right or remedy to which the Broker is entitled to at law, in equity or otherwise, the Broker may at any time and from to time without notice or demand to the Client: (A) apply monies held to the credit of the Client in any other Account with the Broker to eliminate or reduce indebtedness; (B) sell, contract to sell or otherwise dispose of any or all of the Securities held by the Broker for the Client and apply the net proceeds therefrom to eliminate or reduce indebtedness; (C) purchase or borrow any Securities necessary to cover short sales or any other sale made on the Client's behalf in respect of which delivery of certificates in an acceptable delivery form has not been made; or (D) cancel any outstanding orders. Such rights may be exercised separately, successively or concurrently. The Broker shall not be required by this Agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, restrict or prevent the Broker from exercising such rights at any subsequent time and shall not limit, reduce or discharge any indebtedness or part thereof. Any such sales or purchases for the Account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as the Broker deems advisable. If demand is made or notice given to the Client by the Broker, it shall not constitute a waiver of any of the Broker rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by the Broker in connection with exercising any right pursuant to this section 4 may be charged to the Account. The Client shall remain liable to the Broker for any deficiency remaining following the exercise by the Broker of any or all of the foregoing rights and agrees that the rights which the

Broker is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard to the nature of securities markets, including in particular, their volatility.

#### **5. ALTERNATIVE COURSE OF ACTION**

Whenever this Agreement entitles the Broker to one or more alternative courses of action, the Broker shall be entitled to choose any, one or all of such alternative courses of action in its sole and unfettered discretion.

#### **6. TRANSFERS TO OTHER ACCOUNTS**

The Broker may at any time and from time to time take any monies or Securities in the Account and any proceeds from the Sale or other disposition of such Securities to pay or cover any obligations of the Client to the Broker including obligations of the Client in respect of any other Account with the Broker, whether such Account is a joint Account or is an Account guaranteed by the Client.

#### **7. CLIENT INFORMATION**

In addition to the disclosure provided in the institutional Account Application Form, the Client will from time to time advise the Broker if the Client acquires a controlling interest in or otherwise becomes an insider of any reporting issuer. The Client hereby authorizes the Broker to obtain any credit reports concerning the Client required by the Broker for the establishment or operation of the Account. Unless otherwise disclosed, the Client, if an individual and not an employee of the Broker, hereby represents that the Client is not a partner, director or employee of a member, member firm or member corporation of any stock exchange or a non-member Broker or investment dealer. If a Client becomes a partner, director or employee of a member, member firm or member corporation of any stock exchange or non-member Broker or investment dealer, the Client will advise the Broker in writing and complete all documents required in order that that client may continue to be a customer of the Broker. The Client acknowledges that the Broker may record all telephone calls by which the Client's orders are placed or confirmed, both between the Client and the Broker and between the Broker and any Broker or dealer to whom an order is directed.

#### **8. NOTICES TO CLIENT**

Any notice or communication to the Client may be given by prepaid mail, telegraph, telefax, or telex to any address of record of the Client with the Broker or may be delivered personally 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 8 shall be interpreted as requiring the Broker to give any notice to the Client or the Agency which is not otherwise required to be given by the Broker.

#### **9. CAPACITY**

The Client, if a married woman, represents that she is not a "married woman not separate as to property" under the laws of the Province of Quebec (if she is, her husband must also sign this Agreement). The Client, if a corporation, represents that it has the power and capacity to enter into this Agreement and to effect the transactions contemplated herein and that the execution and delivery of the Agreement have been duly authorized.

#### **10. HEADINGS AND PLURAL**

The headings used in this Agreement are for convenience of reference only and shall not in any way affect its interpretation. In this Agreement, where the singular is used it shall include the plural and vice versa. Where the masculine is used it shall include the feminine.

#### **11. OTHER AGREEMENTS**

This Agreement shall be construed in conjunction with any other agreements between the Broker and the Client in connection with the Account, provided that, to the extent necessary, the terms and provisions of the Agreement shall supersede the terms and provisions of all other agreements with the Broker, whether or not referred to herein, except that this Agreement in no way limits or restricts any other rights which the Broker may have under any other agreement or agreements with the Client. None of the terms and conditions of this Agreement may be waived or changed without agreement in writing signed by the Client and a director of the Broker. If any Applicable Rules and Regulations are enacted, amended or otherwise charged with the result that any term or condition of this Agreement is, in whole or in part invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Rules and Regulations. Any term or condition of this Agreement which notwithstanding any such variation is invalid shall not

invalidate the remaining terms.

**12. FURTHER ASSURANCES**

The Client shall do all acts or things and execute and deliver all documents or instruments as are necessary or desirable to give effect to all Transactions for the Account executed by the Broker pursuant to the Agreement.

**13. SEVERABILITY**

In the event any term or provision of the Agreement, 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 the Agreement shall remain in full force and effect.

**14. SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and shall be binding upon the Broker and the Client, and their respective heirs, executors, administrators, successors and assigns, as the case may be. The Client agrees that it will not assign this agreement or the Account without the Broker written approval.

**15. GOVERNING LAW**

This Agreement shall be governed, with respect to each separate Account in all respects by the laws of the jurisdiction where the Broker office is located that services that particular Account.

**16. ENGLISH LANGUAGE**

It is the express wish of the parties that the Agreement and all documents, notices and other communications relating to the operation of the Account be in English. Il est de la volonté expresse des parties que ce contrat et tous les documents, avis et autres communications qui concernent l'opération du Compte soient rédigés en langue anglaise.

**17. TRANSACTIONS MAY BE REFUSED OR CANCELLED**

The Broker has the right, solely for their own protection, or otherwise, and without notice to the Client, to determine in their sole discretion whether or not to execute, or continue to execute, any Transaction for the Account, or otherwise limit Transactions in the Account or close the Account. The Client expressly waives any notice and all claims against the Broker for any loss or damage that may result from the refusal of any Transaction, cancellation of any Transaction already accepted and/or executed, in whole or in part, or limitation on Transactions imposed or Account closure, including loss or damage arising from any time required by the Client to move the Account to another dealer or financial institution.

**18. CONFIDENTIALITY AND DATA PRIVACY NOTICE**

The client agrees and permits the Broker to divulge, transmit, disclose, store or otherwise disseminate, use and/or hold confidential information concerning the business or affairs of the Client, including, without limitation, information and documents received in connection with Transactions and the Institutional Account Application Form ("Confidential Information") received from the Client, with its affiliates, auditors, agents, representatives, professional advisers, financial intermediaries, other service providers, governmental and law enforcement authorities, and regulatory authorities (including, without limitation, securities commissions and related authorities) for the purpose of complying with requirements under Applicable Rules and Regulations, managing, administering, operating, supporting and developing the Client's investments, and Account and/or the Broker's business relationship with the Client, and such other purposes the Broker reasonably considers to be required under Applicable Rules and Regulations.

**APPENDIX "A"**  
**Trading Authorization Form**

**INSTRUCTIONS:**

1. You must identify all individuals who are authorized to give instructions on the account ("**Authorized Individuals**").
  - If you have less than 3 Authorized Individuals: Identify all Authorized Individuals.
  - If you have 3 or more Authorized Individuals: Identify 3 Authorized Individuals.
2. For each Authorized Individual you identify in this form, you must also complete:
  - *Appendix "B" – Identification (Meeting in Person); OR*
  - *Appendix "C" – Identity Attestation (Not Meeting in Person)*

**APPENDIX "A"**  
**Trading Authorization Form**

The undersigned hereby authorizes and empowers each of the Authorized Individuals listed in Schedule "A" hereto to open accounts with First Republic Capital Corp. ("FRCC"), and to take any and all actions and execute and deliver any and all written instruments necessary or proper ("**Actions**") in order to initiate, terminate, modify, or otherwise engage in or deal with the purchase, sale and trade of securities (including other related activities) in the name of and on behalf of the undersigned on such term and conditions as any one of them may deem appropriate.

The undersigned agrees, acknowledges and represents that all Actions taken by any or all of the Authorized Individuals shall be valid and binding upon the undersigned and the undersigned hereby authorizes third parties to act thereon and give effect to all such Actions. The undersigned hereby agrees to indemnify and hold FRCC harmless from and to pay FRCC promptly on demand for any claims or losses arising therefrom or debit balance due thereon.

The authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice delivered to FRCC, but such revocation shall not affect any liability in any way resulting from Actions initiation prior to when FRCC receives notice of such revocation.

Name of Entity: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position with Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**APPENDIX "A"**

**AUTHORIZED INDIVIDUAL #1**

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Initial: \_\_\_\_\_  
Position title: \_\_\_\_\_  
Home address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Is the individual considered an "Insider" under applicable securities laws?  
 No  Yes. Provide details: \_\_\_\_\_

Is the individual considered a "Registrant" under applicable securities laws?  
 No  Yes. Provide details: \_\_\_\_\_

**AUTHORIZED INDIVIDUAL #2**

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Initial: \_\_\_\_\_  
Position title: \_\_\_\_\_  
Home address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Is the individual considered an "Insider" under applicable securities laws?  
 No  Yes. Provide details: \_\_\_\_\_

Is the individual considered a "Registrant" under applicable securities laws?  
 No  Yes. Provide details: \_\_\_\_\_



**APPENDIX "A"**

**AUTHORIZED INDIVIDUAL #3**

Last name: _____ First name: _____ Initial: _____
Position title: _____
Home address: _____
Telephone: _____ Mobile: _____ Fax: _____
Email: _____
Date of Birth: _____
Is the individual considered an "Insider" under applicable securities laws? <input type="checkbox"/> No <input type="checkbox"/> Yes. Provide details: _____
Is the individual considered a "Registrant" under applicable securities laws? <input type="checkbox"/> No <input type="checkbox"/> Yes. Provide details: _____

**APPENDIX "B"**  
**Identification (Meeting in Person)**

**INSTRUCTIONS:**

1. This form must be completed, by an employee or agent of FRCC, when you have met with the employee or agent of FRCC in person and have presented, and allowed FRCC's employee to make a copy of, an original of one of the following documents:
  - Passport;
  - Driver's licence; or
  - Other acceptable government-issued photo identify document.

**APPENDIX "B"**  
**Identification (Meeting in Person)**

*[To be completed by FRCC's employee or agent:]*

Document presented (check one):

- Passport
- Driver's licence
- Other acceptable government-issued photo identify document, namely  
\_\_\_\_\_ [describe document]

In the name of \_\_\_\_\_ [individual name]

Name of Individual: \_\_\_\_\_

Identification certificate's No. \_\_\_\_\_

Place of Issue: \_\_\_\_\_ [city, province]

Date of Expiry: \_\_\_\_\_ [document must NOT be expired]

**APPENDIX "C"**  
**Identity Attestation (Not Meeting in Person)**

**INSTRUCTIONS:**

1. This form must be completed if you have not met in person with an employee or agent of FRCC. The form must be completed by a qualified guarantor when you have met with the guarantor in person and have presented, and allowed the guarantor to make a copy of, an original of one of the following documents:
  - Passport;
  - Driver's licence; or
  - Other acceptable government-issued photo identify document.
  
2. This form must be completed and signed by one of the following persons:
  - Commissioner of Oaths
  - A judge, a magistrate or a lawyer
  - An optometrist or a pharmacist
  - A professional engineer (P. Eng., in a province other than Quebec)
  - Dentist or a medical doctor
  - A notary (in Quebec) or a notary public
  - A veterinarian
  - An accredited public accountant (APA), a chartered accountant (CA), a certified general accountant (CGA), a certified management accountant (CMA), a public accountant (PA) or a registered public accountant (RPA)

**APPENDIX "C"**  
**Identity Attestation (Not Meeting in Person)**

In the matter of the identification of the following person for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*:

I, \_\_\_\_\_ [insert name] of \_\_\_\_\_ [insert address] as a commissioner for oaths or a guarantor (as noted below) hereby certify that I have seen the original of the following document, and signed the legible photocopy, attached hereto: (please check applicable box)

- birth certificate; or  
 passport; or  
 driver's license; or  
 other government-issued identity document, namely \_\_\_\_\_ [describe document];  
in the name of \_\_\_\_\_ [person being identified].

I further certify the following information with respect to the identity document:

1. Reference (document) number: \_\_\_\_\_
2. Place of issue: \_\_\_\_\_ [city, province, state]
3. Date of expiry: \_\_\_\_\_ [document must not be expired]

I confirm that I am attesting to the identity of the person named above in my capacity as (check one):

- Commissioner of Oaths     A judge, a magistrate or a lawyer     An optometrist or a pharmacist  
 A professional engineer (P. Eng., in a province other than Quebec);     A veterinarian  
 Dentist or a medical doctor     A notary (in Quebec) or a notary public  
 An accredited public accountant (APA), a chartered accountant (CA), a certified general accountant (CGA), a certified management accountant (CMA), a public accountant (PA) or a registered public accountant (RPA)

\_\_\_\_\_  
(Signature of Commissioner or Guarantor)

\_\_\_\_\_  
(Date)

[If attesting as a Commissioner, please affix Commissioner's stamp if available.]

Name and Address of Commissioner/Guarantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix "D"

### Permitted Client Suitability Waiver

TO: **FIRST REPUBLIC CAPITAL CORPORATION (the "Company")**

In connection with the distribution of prospectus exempt investment products by the Company, the undersigned certifies for the benefit of the Company, that the client is a permitted client within the meaning of National Instrument 31-103 – *Registration Requirements and Exemptions* ("NI 31-103"), and hereby waives (i) the Company's obligation to determine the Investor's investment needs and objectives, financial circumstances and risk tolerance in accordance with section 13.2(2)(c) of NI 31-103; (ii) the Company's obligation to determine suitability of the Investor's investment in the relevant prospectus exempt investment products in accordance with section 13.3 of NI 31-103; and (iii) except as specifically requested by the Investor from time to time, the Company's obligation to deliver all of the information required by section 14.2 of NI 31-103. Specifically, the client is:

PLEASE CHECK THE BOX AND INITIAL THE APPLICABLE CATEGORY:

- \_\_\_\_\_ (a) a Canadian financial institution or a Schedule III bank;
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- \_\_\_\_\_ (c) a subsidiary of any person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;
- \_\_\_\_\_ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an advisor or dealer, other than as a scholarship plan dealer or a restricted dealer;
- \_\_\_\_\_ (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- \_\_\_\_\_ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- \_\_\_\_\_ (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- \_\_\_\_\_ (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- \_\_\_\_\_ (j) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;

- \_\_\_\_\_ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (l) an investment fund if one or both of the following apply:
  - (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;
  - (ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;
- \_\_\_\_\_ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility advisor, as defined in section 1.1 of NI 45-106, or an advisor registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (n) in respect of an adviser, a registered charity under the *Income Tax Act* (Canada) that is advised by an eligibility advisor, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (o) an individual who beneficially owns financial assets, as defined in section 1.1 of NI 45-106, having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 million;
- \_\_\_\_\_ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (q) a person or company, other than an individual or an investment fund, that has net assets of at least \$25 million as shown on its most recently prepared financial statements;
- \_\_\_\_\_ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q);

The investor represents that it meets the definition of "permitted client" as described above.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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

(dd/mm/yyyy)