

Banking and Transaction
Solutions

Investment
Accounts
National Bank

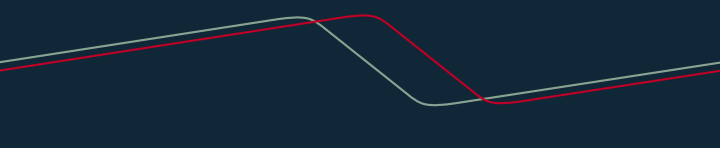
General Information and Agreement

Governing the Investment,
Transaction and Margin Accounts
of *National Bank of Canada*,
Natcan Trust Company and
National Bank Trust Inc.

Transaction
Accounts
Margin
Accounts

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Thank you for the trust you have shown in us by choosing one of our accounts. We will do our utmost to provide you with the quality service you have every right to expect.

To make this possible, it is essential that you understand the terms and conditions governing the management of your new account. This document, the signature card you completed upon opening your account, *Your Guide to Personal Banking Solutions* and, if applicable, any specific margin account agreements and the *All-In-One Banking Guide* represent all the terms and conditions governing the management of your accounts held at *National Bank of Canada*, *Natcan Trust Company* and *National Bank Trust Inc.* and replace any previous agreement in this respect. We therefore recommend that you read these documents and keep them for future reference.

National Bank of Canada branches have a variety of documents available containing valuable information on the following: our products and services, our current fees, our basic banking services, your investor profile, the investment solution best suited to your needs, the features of *National Bank All-In-One Banking*, our hold funds policy on deposited cheques, the policy regarding the protection, collection, use and disclosure of

your personal information in effect at the *National Bank of Canada* and at our subsidiaries, and the steps you can take if you are not completely satisfied with a particular service.

Should you have any questions concerning our products and services or simply wish to discuss your financial needs, please schedule a meeting with a branch representative, contact *TelNat Customer Service* at **(514) 394-5555** (Montreal area) or **1-888-483-5628** (toll free), or visit our website at **www.nbc.ca**.

General Information

1 Confirmation of your Identity

As part of the account opening process, we need to confirm your identity to protect your interests, to prevent identity theft by a third person and to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. As a result, we require two pieces of identification, one of which must be a recognized form of identification under applicable legislation. For instance, you may use your driver's licence, passport, birth certificate or health insurance card (where permitted by law) for identification purposes.

2 Your Personal Information

We are required to gather specific personal information to open your file, to identify you, to determine your needs and, occasionally, to offer you our products and services. For example, when you open an account, we require your consent before we can verify the information you provided. Should your information prove inaccurate, we may refuse to open the account or, if your account is already open, we may close it. Similarly, if you previously authorized us to obtain a credit report on you, we may update it.

We may share your personal information with our subsidiaries and with personal information or credit reporting agencies. You are required to provide us with the necessary personal information to keep your file up to date. We may also notify credit reporting agencies of any irregularities related to your account. Please refer to our brochure detailing the policy of *National Bank of Canada* and its subsidiaries regarding the protection, collection, use and disclosure of your personal information.

3 Our Main Account Categories

Our main account categories are designed to meet your financial needs.

3.1 Investment Accounts

Investment accounts are primarily used to manage your guaranteed investment certificates (GICs). Each GIC has terms tailored to your needs to plan and manage your savings. These terms are set out on the form you receive when making a deposit.

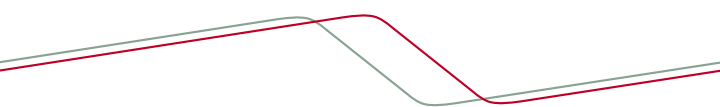
3.2 Transaction Accounts

Transaction accounts are generally used for day-to-day banking. Our accounts help you save and are accessible at all times thanks to our *Automated Services* and *Electronic Banking Solutions*. Certain accounts also include chequing privileges. Transaction accounts help you save, pay for goods and services and make transfers. In short, they enable you to manage your day-to-day personal finances.

Although transaction accounts should not be overdrawn, we may authorize occasional overdrafts. We also offer overdraft protection to help you manage your accounts (see p. 19).

3.3 Margin Accounts

Our margin accounts have an authorized credit limit allowing you to borrow funds periodically to meet your cash and financing needs. Their specific terms and conditions are set out in separate credit agreements. You may also use a margin account to carry out day-to-day banking transactions, as with transaction accounts. Certain margin accounts may require you to provide collateral.



4 How Accounts May Be Held

Normally, your account is held in your name or may sometimes be held jointly with another person. Under certain circumstances, it may be advisable to hold an investment or transaction account in trust, as in the case of a guardianship, a curatorship or an estate. The following examples illustrate the most common situations.

4.1 Individually

You are the sole accountholder and no transactions may be executed in your account without your authorization. However, you may give someone power of attorney to manage your account according to your instructions.

4.2 Jointly

You hold an account with one or more person(s) and, as such, are jointly and severally liable for any outstanding amounts resulting from the use of such account. You are authorized to independently manage the account even though you hold it jointly. As a result, you may make withdrawals, sign or endorse cheques, as well as close the account. We may deal with any joint accountholder for any transactions or issues regarding the account. Any joint accountholder could object to any payment instruction without our being required to seek further consent.

4.3 In Trust

In trust accounts are opened for a specific purpose or for the benefit of another person. You are the only authorized manager of the account and any interest paid on it belongs to you.

4.4 Under Guardianship

Guardianship accounts are opened for the benefit of another person whose assets must be protected, particularly minors. Parents automatically act as guardians for their minor children.

A legally appointed guardian may also act on behalf of a minor or a person of legal age who is incapable of managing his or her assets. The guardian manages the account to the exclusion of the person under guardianship. Any interest paid on the account belongs to the person under guardianship.

4.5 Under Curatorship

Curatorship accounts are opened for the benefit of a person of legal age who has become incapacitated and for whom protective supervision is provided subsequent to the judgment of a competent court. The curator manages the account on behalf of the person under curatorship. Any interest paid on the account belongs to the person under curatorship.

4.6 On Behalf of an Estate

If you have been appointed executor (liquidator) of an estate, you can open an account to transfer the balance of the estate's assets and, eventually, distribute the balance among the heirs. Certain documents are required when opening an estate account, such as the death certificate, the will and the declaration of transmission by death.

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5 Accessing your Accounts

You can access your accounts and carry out transactions using one of our services, subject to the agreements governing their use.

5.1 Our Branch Services

The *Branch Services* provided in *National Bank of Canada* branches during normal business hours enable you to make deposits, withdrawals and transfers, pay bills, exchange foreign currencies, obtain travellers' cheques and bank drafts, access a safety deposit box, and generally, carry out any type of banking transaction. Please note that if you use our *Inter-Access* service in a branch other than your own, you will need to provide proper identification.

5.2 Our Automated Services

Our *Automated Services* enable you to perform a number of banking transactions without the assistance of one of our representatives. By using your *National Bank of Canada Client Card*, you can access your accounts via automated banking machines, *Interac*®¹ point-of-service terminals and other equipment or technologies that we may implement from time to time. Your *National Bank of Canada Client Card* and *MasterCard* credit card can also be used with affiliated networks such as *CIRRUS*®² and *The Exchange*^{TD}.

5.3 Our Electronic Banking Solutions

You can carry out most of your day-to-day account transactions whenever and wherever you like thanks to our *Internet Banking Solutions* and *TelNat Telephone Banking Solutions*, including the following: checking the balances of your *National Bank of Canada* investment, transaction and margin accounts and *MasterCard* credit cards, viewing your deposit and withdrawal transactions, making transfers between your own accounts or to an account held by another person, accessing and paying your bills, ordering cheques and changing your address.

6 Power of Attorney

You can appoint an individual with various powers of attorney, such as managing your account. However, you remain the accountholder and may revoke the power of attorney at any time. If you intend to designate a person with power of attorney to administer your account, please speak with a staff member at your branch, who will provide you with a power of attorney form.

7 Overdraft Protection for your Transaction Accounts

To avoid fees for account overdrafts or NSF cheques, you can apply for overdraft protection. You may choose

one or both of the following overdraft protection methods:

- **Via fund transfers:** the amount needed to cover the overdraft is debited from one of your other transaction or margin accounts or from the account of another individual holding a *National Bank of Canada* account who has given specific authorization to do so.
- **Via a *National Bank of Canada MasterCard credit card*:** the amount needed to cover the overdraft is charged to your credit card.

8 Stop Payments

You may stop payment on a cheque you wrote or stop a payment instruction using our *Branch Services* or *TelNat Telephone Banking Solutions* at least one day in advance. However, you must provide us with specific information. In the case of a cheque, you must specify the cheque number and date, the amount, the account number and the payee's name since the stop payment is based on this information. In the case of payment instructions, such as preauthorized debits, you must specify the payment amount and date, the account number and the payee's name. If this information is inaccurate, we will be unable to process your request.

9 Hold Funds

When you deposit a cheque into an account, we may hold the funds to ensure that the cheque will be paid by the issuer. While the hold funds is in effect, you cannot access the funds. The hold funds period may vary according to the circumstances. For instance, if you open an account with us for the first time and you deposit a cheque drawn on a foreign financial institution or that violates interbank clearing standards, this period may be longer. Please refer to the leaflet detailing our hold funds policy on cheques, which is available at your branch.

10 Checking your Account Entries

You are responsible for checking your account entries. If you have a passbook, we request that you update it regularly, i.e., at least once a month. This will give you the opportunity to check your account deposits and withdrawals within the prescribed timeframe. Monthly statements should also be checked. If you use our *Electronic Banking Solutions*, you can access a detailed list of your most recent transactions at any time. We therefore encourage you to monitor your account closely. This way, you can advise us immediately if you detect account errors or irregularities. Should you fail to advise us in writing within the prescribed timeframe, we may refuse to indemnify you for any losses incurred.

11 Dormant Accounts

If there is no activity in your transaction account over a 12-month period, written notices will be sent to you periodically to the last address we have on file. In the event of prolonged inactivity, your account will be closed and management fees will be charged. After your account has been dormant for 10 years, your balance will be transferred to the *Bank of Canada*, in accordance with applicable regulatory requirements. Guaranteed investment certificates (GICs) kept in an investment account may be renewed automatically according to the original conditions.

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12 Unusual, Improper or Abusive Account Use

We reserve the right to limit your use of your account and even close it should you use it in an unusual, improper or abusive manner. For example, repeatedly writing NSF cheques, repeatedly depositing post-dated cheques, depositing empty envelopes at a banking machine or depositing cheques for which you are not the sole payee may prompt us to close your account. Your account must be used for personal purposes only, and not to carry on a business, unless we authorize it.

13 In the Event of Death

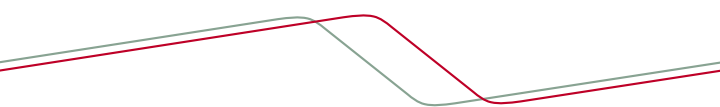
Upon the death of the holder or one of the co-holders of an account, the funds will be temporarily frozen until the estate has been settled. For additional information, please consult a specialist in estate law or contact your branch regarding our procedures in that respect. If you hold a joint account at a branch outside Quebec, you may have an ownership and right of survivorship to the account balance in the event of the co-holder's death. In such cases, the account is not temporarily frozen.

14 Our Service Charges

We usually review our service charges once a year. This review applies to all investment, transaction and margin accounts, as well as the services provided by *National Bank of Canada*, *Natcan Trust Company* and *National Bank Trust Inc.* If you receive a monthly statement, a new fee schedule will be enclosed 30 days prior to the effective date. If you do not receive a monthly statement, you may consult *Your Guide to Personal Banking Solutions* or, if you prefer, one of the notices displayed at your branch and at our banking machines 60 days prior to the effective date of the new fees.

15 Our Interest Rates

We reserve the right to modify from time to time the interest rates applicable to our various deposit products. If modified, the new rates are displayed in every branch of *National Bank of Canada*. You may also obtain information on our interest rates by calling *TelNat Customer Service* at **(514) 394-5555** (Montreal area) or **1-888-483-5628** (toll free) or by visiting our website at **www.nbc.ca**.



16 Your Comments

If you have any comments or are dissatisfied with a service we have provided, please contact one of our representatives. Our complaint settlement brochure outlines how to resolve any difficulties you may have encountered.

®1 Registered trademark of *Interac* Inc.

®2 Registered trademark of CIRRUS SYSTEMS Inc.

TD EDS/Trans Alliance L.P.

Authorized user: *National Bank of Canada*

Agreement Governing Investment, Transaction and Margin Accounts

The *General Information* section is an integral part of the *Agreement Governing Investment, Transaction and Margin Accounts* (“Agreement”). The Agreement applies to every account opened with *National Bank of Canada* (“Bank”), *Natcan Trust Company* (“Natcan”) or *National Bank Trust Inc.* (“Trust”). The term “you” means each of these financial institutions. The term “I” individually and collectively designates each of the persons holding an investment, transaction or margin account. If an account is held with another person, each accountholder shall be jointly and severally liable for all of the obligations set out in the Agreement.

Part I

Investment Accounts

1 General

The main terms and conditions governing an investment account deposit I make in the form of a guaranteed investment certificate (“GIC”) are set out in the form that you issue when I make the deposit. This form includes, among other things, my name, the issue and maturity dates of the GIC, the applicable interest rate, the deposit amount, the specific terms and conditions of the GIC and my instructions at maturity.

2 Specific Terms and Conditions

Certain GICs may include specific terms and conditions according to the type of deposit made. For instance, these terms and conditions may include: the conditions enabling or preventing me from transferring my deposit rights, the stipulations required by the *Canada Deposit Insurance Corporation* and the *Autorité des marchés financiers*, the requirement of prior notice if I opt for early redemption, the terms and conditions governing early redemption, including the penalties I may be required to assume, as applicable, the interest calculation and payment method, and the fact that the return may be based on certain conditions. I must read these terms and conditions upon making a GIC deposit and must advise you immediately if they do not comply with my instructions. My statement also sets out the main features of my GIC and will occasionally include notices about it.

3 Automatic Renewal at Maturity

Any subsequent renewal of my GIC will be made at the initial amount plus, as the case may be, any accrued and unpaid interest, at the prevailing interest rate at the time of renewal and over the term I selected when my GIC was issued. I may opt not to automatically

renew my GIC at maturity by providing you with specific instructions in this respect.

4 Registered Plans

As a Canadian taxpayer under age 69 as at December 31 of the current calendar year, I may make certain deposits in connection with a registered retirement savings plan (RRSP). However, I must complete the documentation required under tax legislation for the purpose of registering my RRSP deposit. When I turn 69, I will have to complete the required registered retirement income fund (RRIF) documentation.

5 Closing my Account

You may close my investment account if I no longer hold any GICs, in accordance with your applicable file handling standards.

Part II

Transaction Accounts

1 Payment Authorization

I authorize you to pay, accept and debit any cheque, note, bill of exchange or payment instruction (hereinafter collectively referred to as “Item”) that I issued, signed or endorsed and that is processed by you or presented to you for payment.

2 Repayment of Dishonoured Items

I will repay you for any Item or debt security paid and credited to my account and for which you did not subsequently receive payment for any reason whatsoever, unless its loss was due to your negligence.

3 Debits

I authorize you to debit my account for any amount I owe you, including any service charges. If I owe you an amount in a currency other than my account currency, you may convert it into my account currency at the Bank’s exchange rate on the debit date. I also authorize you to debit from my account the fees set out in *Your Guide to Personal Banking Solutions* if a third party requests information or documents pertaining to me by way of judicial proceedings instituted under applicable legislation, in particular writs of seizure, subpoenas, applications by a trustee in bankruptcy or requirements for payment, information or production of documents.

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4 Direct Deposits

I am responsible for advising any person who performs, at my request, a direct deposit into my account of any change that could affect payment, in particular, a change in my account number or branch.

5 Preauthorized Debits

You may process any third-party debits to my account provided they were preauthorized by me. I undertake to verify each preauthorized debit recorded on my monthly statement or in my passbook and to advise you immediately of any irregularities. If I fail to do so, I will take the steps I deem appropriate directly with the third party that debited my account.

6 Interest on Credit Balances

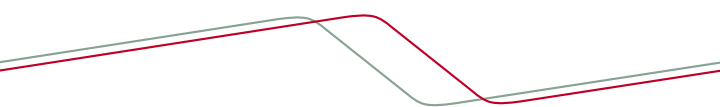
I am aware that a credit balance on my account will not bear interest, except in accordance with the terms and conditions and interest rate to which you may agree from time to time in writing.

7 Joint Accounts

If I hold an account with one or more other persons, I am jointly and severally liable for the obligations contracted under the Agreement with the other person(s). I must, among other things, repay the overdraft charges (if any) and any other outstanding service charges. I authorize you to accept any funds or to credit the amount of any Item deposited from time to time to my account by me or the co-holder(s). Each accountholder may act alone to, among other things, make withdrawals, sign or endorse any Items and even close the account, unless my consent is required as well as that of the co-holder(s).

8 Overdrafts

None of my accounts must be overdrawn. Accordingly, you may apply the credit balance of an account I hold at your institution to cover the overdrawn accounts. You may do so without notifying me, regardless of whether my accounts are held individually or jointly. Without limiting the scope of the foregoing, if you authorize an overdraft on my account, I will repay you the overdrawn amount, with interest at the Bank's annual rate in effect. I may obtain the applicable



interest rate by visiting a Bank branch, by using your *Electronic Banking Solutions* or by consulting your website at www.nbc.ca.

9 Overdraft Protection

I may cover any account overdraft by selecting one of the options presented hereinafter. If I select several options, the *Funds Transfer* option will be applied first, the *National Bank MasterCard* option second and the *Margin Account* option last. I may revoke any of these options by contacting my branch of account or by using one of your *Electronic Banking Solutions*. You may refuse to use the options I select by advising me thereof.

9.1 *Funds Transfer* Option

By selecting this option, I authorize you to cover any overdraft on my account by debiting another transaction account I hold at your institution or, if another person has provided their prior consent, to debit an account held by that person at your institution to cover the overdraft. You are not required to transfer funds if the amount available in the other account is insufficient to cover the overdraft.

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9.2 *National Bank MasterCard* Option

By selecting this option, I authorize you to cover any overdraft on my account by using the available credit on my *National Bank of Canada MasterCard* credit card. I understand that any amount credited in this way will be considered a direct cash advance from you, in accordance with the agreement governing the use of my credit card. You are not required to use the available credit on my credit card if doing so would exceed my authorized credit limit or if I fail to comply with the agreement governing the use of my credit card.

9.3 *Margin Account* Option

By selecting this option, I authorize you to cover any overdraft on my account by using the available credit

on the margin account I hold at your institution. I am aware that any amount credited in this way will be considered an advance from you, in accordance with the credit agreement and the cost of borrowing disclosure statement I signed. You are not required to use the available credit on my margin account if doing so would exceed my authorized credit limit or if I fail to comply with the credit agreement.

10 Waiver

I will honour any Item that I signed or endorsed, even if you do not present it for acceptance or payment to the issuer. Accordingly, I will not dispute any Item that I signed or endorsed, and you are not required to advise me if any Item I endorsed is dishonoured.

11 Recourse for Dishonoured Items

You may exercise any recourse in respect of an Item debited from my account pursuant to the Agreement, although you are not required to do so. You can retain and hold said Item as a guarantee for payment of any amount I owe you.

12 Withdrawal Notices and Hold Funds Periods

You may require notice from me regarding any withdrawal I wish to make from my account. You may also hold any funds credited to my account subsequent to the deposit of an Item, in accordance with your hold funds policy on cheques.

13 Items Subject to Special Collection Procedures

If, in your opinion, the circumstances so warrant, you may present, on my behalf, an Item for payment using the presentment and collection method you deem most appropriate; I designate you as my agent for that purpose. At your request, I undertake to complete and return to you any document setting out my specific instructions in this respect. I acknowledge that I will be entitled to the amount of the Item only if it is duly paid by the issuer.

14 Formats and Currencies of Items

You may decline to pay an Item drawn on my account if such Item is not in the currency of my account, if it is drafted in a format or medium that you have not approved or if such medium has been altered. You may refuse to honour a post-dated Item or an Item that is not payable solely to me and to levy service charges for its processing. You may refuse to process any Item that does not comply with applicable regulations and standards, particularly those of the *Canadian Payments Association*.

15 Closing my Account

If I do not hold any other account or product at your institution, I do not maintain a credit balance in my account or my account is overdrawn, you may close the account after sending a notice to my attention to the address you have on file.

Part III

Margin Accounts

1 General

The main terms and conditions governing margin accounts are set out in the credit agreement and the cost of borrowing disclosure statement I signed. The credit agreement also sets out my name, my authorized credit limit, the applicable interest rate on debit balances and if my authorized credit limit is exceeded, the repayment conditions, as well as the features of my margin account.

2 Specific Terms and Conditions

Certain margin accounts have specific terms and conditions that vary according to the nature of the credit you granted. For example, these terms and conditions may include the following: the specific conditions governing the use of margin accounts, requirements pertaining to the collateral I must maintain, the obligation to maintain my borrowing capacity, terms and conditions governing the repayment of any debit balances, and the interest calculation method. I must read all such terms and conditions upon signing the credit agreement and the cost of borrowing disclosure statement.

3 Transactions

If you authorize me to use my margin account to carry out transactions, I acknowledge that the terms and conditions set out in *Part II* of the Agreement concerning transaction accounts apply to my margin account, except those pertaining to overdrafts and overdraft protection.

4 Collateral

You may require me to provide collateral to secure the repayment of debit balances on my margin account or to ensure compliance with the terms and conditions

of the credit agreement and the cost of borrowing disclosure statement. Accordingly, I undertake to maintain such collateral in good condition and to prevent its depreciation.

5 My Borrowing Capacity

You allow me to use a margin account based on my creditworthiness and borrowing capacity. Accordingly, I undertake to not to reduce them to such an extent that I would be unable to meet my obligations.

6 Closing my Account

Should I fail to comply with the terms of the credit agreement and the cost of borrowing disclosure statement, e.g., by significantly reducing my creditworthiness and borrowing capacity or the value of the assets pledged as collateral, you may close my margin account after sending a notice to me at the address you have on file. If need be, you may apply the credit balance of an account I hold at your institution to a debit balance on my margin account, regardless of whether the account with the credit balance is held individually or jointly.

Part IV Other Provisions

1 Service Charges

Based on the fee schedule set out in *Your Guide to Personal Banking Solutions*, I must pay you service charges related to the management of my investment, transaction and margin accounts and to the services you provided me.

2 Checking my Account Entries

I will carefully check the statements you send me. If my account has a passbook, I will update it at least once a month and check each entry. I will advise you within 30 days following the statement mailing date of any errors or irregularities concerning the entries, debits or credits recorded. If my account has a passbook, I will advise you within 30 days of the end of each month of any errors or irregularities in my passbook entries from the previous month.

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Upon expiry of this 30-day period, I will no longer be able to dispute the balance recorded in my statement or, if my account has a passbook, the balance recorded in my passbook at the end of the previous month. This balance will be considered accurate and final. I therefore waive any claim whatsoever against you regarding debits charged to my account or credits that should have been made. However, I may dispute any errors or irregularities that I reported to you in writing prior to the expiry of the 30-day period, as well as any payment you made on unauthorized endorsements.

I acknowledge that by using your *Electronic Banking Solutions*, I may consult, at my convenience, the list of transactions carried out in my accounts. I therefore undertake to exercise due care and to inform you immediately of any errors or irregularities in my accounts without waiting for my statement to be sent or my passbook to be updated.

3 Electronic or Telephone Communications

Any electronic or telephone communications you receive from me, particularly those made via your *Automated Services*, your *Electronic Banking Solutions*, fax, e-mail or any other document transmission method, are deemed to be duly authorized or signed by me and are legally binding on me. You are authorized to act on these communications and process them. For example, I may communicate with you to open an account, invest in a GIC, renew the conditions of an existing GIC, redeem a GIC, carry out a transfer from one account to another and, generally, carry out any transaction you agree to. To this end, you may request personal information from me to confirm my identity. Unless otherwise indicated, I acknowledge that you offer no guarantees, either express or implied, concerning the protection of the information provided during such communications.

4 Technological Media

I authorize you to transfer any Item and, if applicable, any other document pertaining to me using the digital, electronic or technological medium of your choice, including a medium used by any interbank clearing system. Once the transfer has been completed, I authorize you to destroy the Item's original medium and, if applicable, the medium used for any other document pertaining to me. I acknowledge that the Item and other document will not be returned and will no longer be accessible in their original medium.

You may keep any Item or any other document pertaining to me in accordance with applicable regulations and standards, particularly those of the *Canadian Payments Association* and any other interbank clearing system. In accordance with those regulations and standards, I authorize you to make available to me any Item or any other document pertaining to me in the format or medium of your choice. I acknowledge that the transfer of any Item or

any document pertaining to me via another medium replaces the original medium of the Item or document and does not alter their legal value. Accordingly, I waive my right to contest the legitimacy as evidence of the medium via which any Item or document pertaining to me was transferred.

5 Archived Transactions

My transactions that you archive are admissible in connection with any legal proceedings, administrative procedures or other actions as conclusive proof of their content, regardless of the means, method or medium used for archiving. Accordingly, I waive my right to contest the legitimacy of such evidence.

6 Mailing Address

Any statement, notice, Item or other document pertaining to me may be sent via regular mail to the last address you have on file. I must advise you of any change of mailing address as soon as it occurs. If I fail to advise you, I will be liable for any losses arising from mailed items and, consequently, I will not hold you liable for any damages I incur. In addition, I shall advise you immediately if any items mailed by you do not arrive as expected.

7 Collection, Use and Disclosure of my Personal Information

For the purposes of this section, the term “you” designates the *National Bank of Canada*, its successors and assigns, and all its subsidiaries offering to the public in Canada deposit and lending services, credit, debit or payment cards, trust, custodial, brokerage, insurance and other personal financial services, including *National Bank Trust Inc.*, *National Bank Securities Inc.*, *Natcan Trust Company* and *Altamira Financial Services Ltd.* Certain subsidiaries may be subject to specific legislation. A list of the main Canadian subsidiaries is available in our branches.

The term “I” individually and collectively designates each of the persons having applied for a deposit or credit product.

7.1 Collection

You collect information of a personal nature to understand and meet my needs, to determine my eligibility for your products and services, to protect my and your interests, and to provide me with day-to-day financial services related to deposit, investment, credit and insurance products (as permitted by law), including the issue, management, renewal and replacement of a debit card and access to my investment, transaction and margin accounts by any technological or electronic means or via telephone.

I agree to provide you with the necessary information about myself for the purposes mentioned in the previous paragraph and I authorize you to obtain such information from any person likely to have such information (credit reporting and assessment agencies, financial institutions, registers of rights, securities regulators, employers, professionals, individuals given as references). **I specifically agree that you may periodically obtain my credit records and acknowledge that I have been duly notified in this regard.**

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7.2 Use and Disclosure

7.2.1 The personal information that you obtain and need in order to provide me with the products and services requested may be used and disclosed for the following purposes:

- a) To establish my investor profile, my financial objectives and my investment strategies, to determine my eligibility for the products and services I request, including, if applicable, all the features and programs related to the use of the investment, transaction and margin accounts, and to check the authenticity of the information provided.

- b) To provide me, on a continuous basis, with the financial products and services requested, and to enable you to conduct your activities, including for statistical purposes or to assess the quality of your customer service, I authorize you, from time to time, to monitor telephone conversations with me.
- c) To convey said information to any person working for or with you, including your suppliers and agents, to the extent necessary to provide me with the products and services requested, particularly for data processing and storage, cheque printing, statement preparation or mailing, as well as for collection purposes and for monitoring transactions in order to protect me from errors and fraud.
- d) To share such information with other financial institutions in connection with the administration and management of my investment, transaction and margin accounts, particularly for the purposes of processing and clearing cheques, bill payments and transfers.
- e) To enable you to comply with applicable legislation, particularly tax legislation requiring the production of tax slips which must include, among other things, my social insurance number, and with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, which requires that I be duly identified.
- f) To make it easier to identify me, to differentiate me from your other clients and with credit reporting and assessment agencies, other financial institutions, registers of rights, securities regulators, employers, professionals and individuals given as references. I authorize you to use my social insurance number for these specific purposes, unless I declined to disclose it when opening my account.
- g) To disclose such information to interested parties in the event of the sale, assignment or any other transfer of your activities.

h) To convey my credit file to credit reporting and assessment agencies, credit product insurers or other lenders in order to preserve the integrity of the credit granting process, as applicable.

7.2.2 Some of my personal information, such as my name, address, telephone number and financial information, may also be used and communicated for the following purposes:

- a) To offer me other products and services provided by you or your subsidiaries and related companies. Such information will also be added to the client lists that you draw up and use for this purpose.
- b) To disclose such information to your subsidiaries and related companies (as permitted by law), so that they may offer their products and services to me.

I expressly authorize you to use and communicate my personal information for the purposes stated above. I acknowledge that I may prohibit you at any time from using or disclosing such information for the purposes set out in paragraph 7.2.2 by providing you with reasonable notice. I must notify you to this effect in person at a branch, by telephone at **(514) 394-5555** (Montreal area) or **1-888-483-5628** (toll free) or by e-mail at **telnat@nbc.ca**. The product or service requested shall not be refused solely because I withhold my consent for such information to be used or disclosed. In all cases, you will notify me of the consequences of my refusal to allow my information to be used or disclosed, particularly the fact that I will no longer receive information on the products and services likely to be of interest to me.

I authorize you to keep the information collected for the purposes set out in paragraph 7.2.1 for as long as it may be needed, even if I no longer do business with you. I acknowledge that I can also access my personal information and correct it, if needed, by calling you at the above telephone numbers. In addition, I will advise you promptly of any changes related to my

personal information so you may update your files. You are authorized to act on the information pertaining to me that you hold, provided that you are not advised of any change to said information. If I fail to advise you of such changes, I will not hold you liable for any damages I incur.

I may obtain more information on your privacy policy by visiting your website at www.nbc.ca or by consulting the pamphlet available in your branches.

8 Collateral

I will not pledge my deposits in an investment, transaction or margin account to any party whatsoever without your authorization.

9 Assignments and Transfers

I may not, without your authorization, transfer or assign deposits I make in any investment, transaction or margin account to any party whatsoever, except in connection with the settlement of my estate and subject to compliance with all customary formalities.

10 Agency

I acknowledge that the Bank acts as an agent for its subsidiaries Natcan and Trust to administer the investment, transaction and margin accounts I hold at those institutions and to fulfil their obligations toward me.

11 Modifications to Service Charges and the Agreement

You will advise me of any change to your service charges or to the Agreement in the following manner:

- By a notice posted at your branches and banking machines or by making available at your branches *Your Guide to Personal Banking Solutions* or a copy of the new Agreement at least 60 days prior to the effective date of the change.

- By a notice accompanying my statement at least 30 days prior to the effective date of the change.

If I continue to use my investment, transaction or margin account after the effective date, I will be deemed to have accepted the change.

12 Deposit Insurance

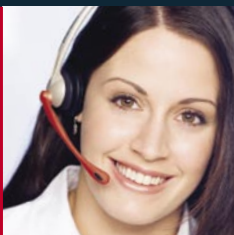
If my deposits are not maintained in Canadian currency or if they are invested for a period exceeding five years with the Bank or Natcan, they will not be insured by the *Canada Deposit Insurance Corporation*. In Quebec, if my deposits are maintained in Canadian currency or if they are invested for a period not exceeding five years with Trust, they will be insured by the *Autorité des marchés financiers*.

13 Unusual, Improper or Abusive Account Use

If I use one of my accounts in an unusual, improper or abusive manner, you may limit the use of my accounts or close them if you deem it necessary. I will use my accounts for personal purposes only and not in connection with a business, unless you authorize it.



WE CAN HELP



Should you have any questions or comments, do not hesitate to contact us.

1-888-4-TELNAT (483-5628)

www.nbc.ca/agreement

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