

## **GUARANTEE OF ACCOUNT**

Please ensure that you have read the below Terms and Conditions before complete	ting this form.	
The Client whose account is guaranteed is:		
Name of Account being guaranteed		
BMO InvestorLine Account Address (number, street)		Suite No.
City or	Postal	
Town Prov	Code	
I authorize BMO InvestorLine to send copies of my account statements to the Guarant	tor(s) of my account(s).	
Signature of Guaranteed Client		
Name	Signature	
of Witness	of Witness	

#### TO BE COMPLETED BY GUARANTOR Α

The signing of this Guarantee involves personal liability, BMO InvestorLine recommends that the Guarantor obtain independent legal advice before signing this Guarantee. The Guarantor hereby acknowledges that the suitability of transactions in the guaranteed account(s) will not be reviewed in relationship to the Guarantor, except in the case of an adviceDirect account(s) where the Guarantor is also the account holder.

- Please provide a verified photocopy of 1 piece of Federal, Provincial or Territorial government issued photo ID. •
- A credit check may be performed. •
- If you have an existing relationship with BMO InvestorLine or BMO Bank of Montreal, please provide us with your account number. .

Type of Business	Job Description			
SIN	i tome			
Other Daytime Phone (area code, no.)				
Home Phone (area code, no.)	Business Phone (area code, no., ext.)			
City or Town		Prov	Postal Code	
Address (number, street)			Suite No	
Citizenship	Country of			
Name of Guarantor	Name of Witness			
BMO Bank of Montreal Account transit	Account			
Account				

If you do NOT wish to receive copies of account statements please initial here:

Signature of Guarantor	Date (YY/MM/DD)
Signature	Date
of Witness*	(YY/MM/DD)

\*No client whose account is guaranteed may be a witness.

"BMO (M-bar Roundel symbol)" is a registered trademark of Bank of Montreal. used under licence.

BMO InvestorLine Inc. is a wholly owned subsidiary of Bank of Montreal.

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adviceDirect is a product of BMO InvestorLine Inc. adviceDirect does not provide portfolio management by a portfolio manager. The client makes their own investment decisions and manages their own investment portfolio. adviceDirect does not offer discretionary, managed accounts.

Member - Canadian Investor Protection Fund and Member of the Canadian Investment Regulatory Organization.

### **B** FOR RESIDENTS OF ALBERTA

To be completed when any assets or the permanent address of THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) <u>CERTIFICATE</u> I HEREBY CERTIFY THAT:	the Guarantor are situated in the Province of Alberta.				
1	the guarantor in the guarantee dated		made between		
and , wh , wh	ich this certificate is attached to or noted on, appeared in p	erson before me and ackno	wledged that he/she had		
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.					
CERTIFIED by	, lawyer at the	of			
at Signature of Lawyer		day of	, 20		
STATEMENT OF GUARANTOR I am the person named in this certificate. Signature of Guarantor					

# **C** TERMS AND CONDITIONS

In consideration of BMO InvestorLine opening or maintaining an account or accounts for the aforementioned client herein (the "Client"), or otherwise giving credit to the Client, on such terms and conditions as may be agreed upon from time to time between BMO InvestorLine and the Client, the undersigned (the "Guarantor") unconditionally guarantees and agrees to pay to BMO InvestorLine, on demand, all indebtedness or liabilities owed to BMO InvestorLine by the Client howsoever incurred (the "Liabilities") including without limitation the payment of all monies currently due or which in the future may become due to BMO InvestorLine from the Client (whether as principal, guarantor or surety, whether absolute or contingent, and whether matured or not) and to indemnify BMO InvestorLine on demand for all losses, costs, expenses and liabilities, direct or indirect, incurred or suffered by or to which BMO InvestorLine 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 therefore held by or on behalf of BMO InvestorLine. The Guarantor further agrees with BMO InvestorLine as follows:

- 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, whether referred to or not, (individually or collectively, the "Guaranteed Account") of the Client with BMO InvestorLine. 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 Guarantee or the Client, or both. Nothing contained herein shall require or be construed as requiring BMO InvestorLine to maintain or refrain from closing the Guaranteed Account or to extend credit to the Client.
- 2. USE OF GUARANTOR'S MARGIN Whenever the margin held by BMO InvestorLine in respect of the Guaranteed Account is less than that required by BMO InvestorLine at the time, BMO InvestorLine may combine the Guaranteed Account and the Guarantor's accounts with BMO InvestorLine 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, BMO InvestorLine may rely on the value of the Guarantor's margin in granting any 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 BMO InvestorLine so relies on the Guarantor's margin, BMO InvestorLine 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 accounts with BMO InvestorLine.
- 3. PLEDGE OF COLLATERAL As continuing collateral security 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 BMO InvestorLine all of the Guarantor's Securities and cash, including any free credit balances, which may now or hereafter be in any of the Guarantor's accounts with BMO InvestorLine, which may now or hereafter be held through BMO InvestorLine (collectively, the "Collateral").
- 4. PAYMENTS BY GUARANTOR The Guarantor will, upon any demand therefore, pay to BMO InvestorLine the amount of all 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 BMO InvestorLine to its branches as being its effective rate for determining interest on debit balances in accounts maintained with BMO InvestorLine. Any amount which BMO InvestorLine 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 BMO InvestorLine. BMO InvestorLine shall be entitled to make more than one demand under this Guarantee and no demand by BMO InvestorLine 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 BMO InvestorLine to make demand on the Guarantor pursuant to Section 4 herein or to any other right which BMO InvestorLine may have, BMO InvestorLine 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 BMO InvestorLine, on demand, to satisfy the Liabilities. Such rights may be exercised separately, successively or concurrently. If BMO InvestorLine wases a demand on or gives notice to the Guarantor private sale any and all expenses (including any legal expenses) reasonably incurred by BMO InvestorLine's right to take any action authorized herein without further demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by BMO InvestorLine in exercising its rights herein may be charged to the Guarantor. The Guarantor shall remain liable to BMO InvestorLine for any deficiency remaining following the exercise of any of its rights herein or otherwise. The Guarantor acknowledges that the rights granted to BMO InvestorLine for any deficiency remaining following the exercise of any of its rights herein or otherwise. The Guarantor acknowledges that the rights granted to BMO InvestorLine herein are reasonable and necessary for the protection of BMO InvestorLine having regard to the nature of securities markets, including, in particular, their volatility.

# C TERMS AND CONDITIONS (continued)

- 6. ALTERNATIVE COURSES OF ACTION BMO InvestorLine 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 BMO InvestorLine to alternative courses of action BMO InvestorLine 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 BMO InvestorLine may now or hereafter hold in respect of the Liabilities and BMO InvestorLine shall be under no obligation to marshall in favour of the Guarantor any other guarantees or other assets which BMO InvestorLine 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 BMO InvestorLine may now or hereafter hold In respect of the Liabilities, whether occasioned by the fault of BMO InvestorLine or otherwise, shall in any way limit or lessen the Guarantor's liability to BMO InvestorLine.
- 8. LIABILITY NOT DISCHARGED The Guarantor's liability to BMO InvestorLine shall not be limited, reduced or discharged by BMO InvestorLine (a) granting any extension or other indulgence or any release or discharge to the Client, the Guarantor or any other guarantor or surety; (b) changing or modifying the terms or conditions of the Guaranteed Account or the Client's relationship with BMO InvestorLine; (c) 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 BMO InvestorLine or any improvident or negligent dealing therewith; (d) accepting any compositions from or otherwise dealing with the Client or any other guarantor or surety; (e) applying any monies received from the Client or others or from any security against the liabilities in any manner BMO InvestorLine sees fit; (f) exercising any right contained herein by BMO InvestorLine; or (g) acting or failing to act in any manner which might otherwise obligations to BMO InvestorLine; or guarantor's liability to BMO InvestorLine shall also not be limited, reduced, or discharged by any right of set-off, counterclaim, appropriation, application or other demand or right the Client or guarantor may have, or by the bankruptcy or insolvency of the Client or the taking of any action therefore, or by reason of the unenforceability as against the Client or any of the Liabilities.
- 9. TERMINATION The Guarantor, upon receipt by BMO InvestorLine of not less than five business days' prior notice in writing delivered by the Guarantor to the attention of the Director of Compliance at BMO InvestorLine's head office In Toronto, 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 regard of any Liabilities incurred or arising before the expiration of such termination becoming effective even though not then matured; provided that, notwithstanding receipt of such notice, BMO InvestorLine 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 Guarantee Account, and any resulting Liabilities shall be covered by this Guarantee. The Guarantor shall continue to be liable to BMO InvestorLine with respect to any Liabilities that exist at the time the notice of termination becomes effective until such Liabilities are paid to BMO InvestorLine 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 BMO InvestorLine and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received In trust for BMO InvestorLine and forthwith upon receipt shall be paid over to BMO InvestorLine, 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 BMO InvestorLine.
- 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 continuation or amalgamation of the 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 BMO InvestorLine 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 BMO InvestorLine to give any notice to the Guarantor which is not otherwise required to be given by BMO InvestorLine. The Guarantor is advised that BMO InvestorLine does not provide investment advice. BMO InvestorLine hereby notifies the Guarantor that the suitability of the transactions in the Guaranteed Account(s) will not be reviewed in relation to the Guarantor.
- 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 BMO InvestorLine may deal with and accept orders for the Guaranteed Account without notice to the Guarantor. The Guarantor also waives notice of any demand or notice in the event of any default by the Client.
- 15. HEADINGS AND PLURAL The headings used in this Guarantee are for convenience and 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.
- 16. 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 therein, and it is specifically agreed that BMO InvestorLine shall not be bound by any representations, promises, collateral agreements, promises, collateral agreements or conditions with respect to this Guarantee or affecting the Guarantor's liability therein, and it is specifically agreed that BMO InvestorLine shall not be bound by any representations, promises, collateral agreements or conditions made by the Client to the Guarantor.
- 17. 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 the Guarantee shall remain in full force and effect.
- 18. SUCCESSORS AND ASSIGNS This Guarantee shall ensure to the benefit of and shall be binding upon BMO InvestorLine and the Guarantor, and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 19. 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 BMO InvestorLine office is located that services that particular Guaranteed Account.
- 20. ENGLISH LANGUAGE It is the express wish of the parties that this Guarantee be in English. II est de la volonté expresse des parties que cette Garantie soit rédigée en langue anglaise.
- 21. 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.