



Pre-Authorized Trading Agreement Investment Instructions

Non-Registered Group Investment Account

New Change Cancel

Account Number	Advisor Code
Account Name	

Client Information

Employer/Association Name	Type of Account	
Name	Social Insurance Number	
Address		
City	Province	Postal Code

Employee Authorization and Investment Instructions

Note: If left blank, your payroll contributions will **not** be invested in any security, but rather left as "cash".

I hereby designate my employer/association named above as my agent to make contributions to this Scotia Capital Inc. ("ScotiaMcLeod") Account (the "Plan"), whether through payroll deduction or otherwise. ScotiaMcLeod shall have no obligation to give effect to any such direction until the 15th day after receipt thereof by ScotiaMcLeod and such direction shall have no effect on any amounts already received by ScotiaMcLeod hereunder from or for the benefit of such Participating Employee.

Security/Mutual Fund Name	Security/Mutual Fund No.	%
Total		100%

Signature

The undersigned client (the "Client") acknowledges having received, read and understood the terms and conditions of this agreement on the reverse side of this agreement.

I agree to waive the right to receive individual trade confirmations for the pre-authorized purchase of my company's stock (if applicable) in my group payroll deduction account with ScotiaMcLeod.

The Client has expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; le client a expressément exigé que cette convention et tout autre contrat, document ou avis afférent soient en langue anglaise.

Client Signature	Date
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Any changes to these investment instructions will require the completion of a new CA54 - Investment Instructions Non-Registered Group Investment Account Form.

Terms and Conditions on page 2

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TERMS AND CONDITIONS

In consideration of Scotia Capital Inc. ("ScotiaMcLeod") maintaining and operating an account (the "Account") for the purpose of ScotiaMcLeod executing trades in securities on a pre-authorized basis for the Client as a result of the Client's participation in the Group Plan of the Client's employer or association, the Client hereby acknowledges and agrees that the terms and conditions under which the pre-authorized trades in securities will be executed are as follows:

1. ScotiaMcLeod will execute trades in securities on behalf of the Client, including purchasing and selling or otherwise dealing in securities, in accordance with the Client's written statement of investment instructions (the "Investment Instructions") set out on the reverse side of these terms and conditions.
2. The Client agrees to inform ScotiaMcLeod in writing of any change in the Investment Instructions in such written form as may be required by ScotiaMcLeod from time to time. ScotiaMcLeod will have no obligation to give effect to such change in Investment Instructions until the 15th day after receipt by ScotiaMcLeod of the written notice of such change. The Client agrees to notify ScotiaMcLeod in writing forthwith of any legal or contractual restrictions imposed on the Client with respect to trading in securities generally or in any specific security.
3. ScotiaMcLeod will be fully protected in relying and acting upon the Investment Instructions in respect of any purchase, sale or exchange of any securities on behalf of the Client. ScotiaMcLeod will act honestly and in good faith in executing trades in securities on a pre-authorized basis on behalf of the Client and the Client will indemnify and save harmless ScotiaMcLeod from any losses, costs, claims, damages, liabilities and expenses arising from any act or omission by ScotiaMcLeod except to the extent that such losses, costs, claims, damages, liabilities and expenses are caused by the gross negligence, dishonesty or wilful misconduct of ScotiaMcLeod.
4. ScotiaMcLeod will not place an order for any securities, including mutual fund securities, on behalf of any Client until there is sufficient cash in the Account to settle the trade for such securities. ScotiaMcLeod may buy and sell securities on behalf of the Client in any manner it deems best and either for the Client separately or as part of larger transactions for the Client and other persons. Notwithstanding the Investment Instructions, ScotiaMcLeod, in its discretion, will have the right not to execute an order for securities to the extent that ScotiaMcLeod determines that such action is in the best interests of the Client.
5. ScotiaMcLeod will not be required to recognize the agency of any Client unless it receives documentary evidence showing the existence of such agency satisfactory to ScotiaMcLeod and thereafter from time to time, as ScotiaMcLeod may determine, additional documentary evidence showing the continuance of such agency. Until such time as ScotiaMcLeod receives documentary evidence satisfactory to ScotiaMcLeod of the cessation or modification of any such agency, ScotiaMcLeod will be entitled to rely upon the continuance of such agency and to deal with the agent as if such agent were the Client.
6. The Client authorizes the use of the Client's social insurance number by ScotiaMcLeod for the purposes of operating and maintaining the Account.
7. These terms and conditions are in supplement of and not in substitution for the terms and conditions relating to the Account generally. The Account is subject to all such terms and conditions which are prevailing from time to time.
8. These terms and conditions shall enure to the benefit of and be binding upon the Client and ScotiaMcLeod and their respective successors, assigns and legal representatives.