

**GUARANTEE OF ACCOUNT**

700 - 1111 West Georgia Street  
 Vancouver, BC, Canada V6E 4T6  
 604.605.4199 Toll Free 1.877.787.2330

**1. GUARANTOR AGREEMENT**

IN CONSIDERATION OF Qtrade Direct Investing (the "Broker") agreeing to deal with

Primary Account Holder Name (First, Initial, Last)	Joint Account Holder Name (First, Initial, Last)

(hereinafter called the "Customer") and for other good and valuable consideration I/we

Name of Guarantor 1	Name of Guarantor 2

(hereinafter called the "Guarantor") hereby unconditionally guarantee ("Guarantee") payment to the Broker of all debts and liabilities which the Customer has incurred or is under or may in future incur or be under to the Broker arising from dealings between the Broker and the Customer of any kind whatsoever.

**THE GUARANTOR FURTHER AGREES THAT:**

1. If this instrument is executed by more than one Guarantor, all agreements and covenants herein and all liability arising hereunder shall be joint and several.
2. This Guarantee shall be a continuing Guarantee and shall cover all debts and liabilities of the Customer to the Broker, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Broker; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Broker. The Broker may close out, substitute, renumber or renew any or all of the Customer's accounts at any time, and in its absolute discretion may deal with the Customer and with any other parties and securities in any manner whatsoever and all without in any way affecting, limiting, or discharging the Guarantor's liability under this Guarantee.
3. The Broker may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Customer and other parties and securities as the Broker may see fit, and may apply all monies received from the Customer or others, or from securities, upon such part of the Customer's liability as it may think best all without prejudice to or in any way limiting or lessening the liability of the Guarantor under this Guarantee.
4. The Guarantor hereby waives receipt or notification of any and all notices of default, demands, and all other notices and confirmations concerning the debts and liabilities of the Customer, and notice of the Broker's acceptance of this Guarantee. The Broker shall not be bound to exhaust its recourse against the Customer or other parties or securities it may hold before being entitled to payment from the Guarantor hereunder and any loss of or in respect of securities held by the Broker for the account of the Customer or as collateral security for the indebtedness of the Customer shall not discharge pro tanto or limit or lessen the liability of the Guarantor hereunder.
5. All securities and other property held by the Broker for the Guarantor's account are hereby pledged as security for the due performance by the Guarantor of its obligations hereunder and that all such securities and other property may be transferred from time to time without notice at the Broker's sole discretion to any of the Customer's accounts to satisfy part or all of the debts and liabilities of the Customer: provided that no enforcement of this pledge, or right to transfer such securities and other property will in anyway affect the Guarantor's obligations and liability under this Guarantee, and that no proceedings to enforce this Guarantee will in any way diminish this pledge and the Broker's right to transfer such securities and other property. If at any time the Customer becomes indebted to the Broker, the Broker may without notice to the Guarantor sell or contract to sell any or all securities, commodities, options or rights pledged as collateral to this Guarantee or held by the Broker for the account of the Guarantor and the Broker shall not be liable to the Guarantor for any loss of or in respect of the sale of such securities, commodities, options or rights.
6. All indebtedness and liability, present and future, of the Customer to the Guarantor are hereby assigned to the Broker and postponed to the debts and liabilities of the Customer to the Broker, and all monies received by the Guarantor in respect thereof shall be received in trust for the Broker and forthwith upon receipt shall be paid over to the Broker, the whole without in any way limiting or lessening the liabilities of the Guarantor under this Guarantee and this assignment and postponement is independent of the said Guarantee and shall remain in full effect until repayment in full to the Broker of all liabilities notwithstanding that the liabilities of the Guarantor under the said Guarantee may have been discharged or terminated. Any claims, liens or priorities the Guarantor may have against the Customer or his estate, whether arising in bankruptcy, liquidation, or other proceedings, or otherwise, and including any proceeds or property received in respect of such claims, will be held in trust by the Guarantor for the benefit of and as security for the Broker, so long as and to the extent that any debts and liabilities of the Customer remain outstanding; and the Guarantor hereby assigns all such claims, liens or priorities to the Broker and irrevocably appoints its officers as the Guarantor's attorneys for the purpose of doing all things the Broker deems necessary or desirable to prove, collect and enforce these claims, liens or priorities. The Guarantor acknowledges the assignment to the Broker as set forth herein shall not impose upon the Broker any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions otherwise.
7. The Guarantor shall make payment to the Broker of the amount of the liability of the Guarantor forthwith after demand therefor is made in writing and such demand shall be deemed to have been effectively made when an envelope containing it addressed to the Guarantor at the address of the Guarantor set out below (or to such other address of which Guarantor may advise the Broker in writing) is deposited, postage prepaid and registered, in the Post Office and the liability of the Guarantor shall bear interest thereafter at the rate charged by the Broker on clients' debit balances on the date of such demand.
8. Notwithstanding the death or any incapacity, disability or lack or limitation of authority or of power to the Customer, of the Guarantor or of any of their respective directors, partners or agents or that the Customer may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, and notwithstanding any change in the name, business, membership, directorate, powers, objects, organization or management of the customer (provided that this Guarantee extends to the persons or corporations from time to time carrying on the business of the Customer notwithstanding any change in the name or membership of the Customer, any reorganization or amalgamation of the Customer with another corporation(s) or any sale or disposal of its business in whole or in part), and all liabilities incurred by the Customer to the Broker in fact, shall be deemed to form part of the liabilities hereby Guaranteed and any amount which may not be recoverable from the Guarantor on the footing of a Guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Broker after demand therefor as herein provided.
9. Any account settled or stated by or between the Broker and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Broker is so due.
10. Should the Broker receive from the Guarantor a payment or payments in full or on account of the liability under this Guarantee, the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Broker's claims against the Customer have been paid in full; and in case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Broker shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount Guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Broker by the Customer and in the event of the valuation by the Broker of any of its securities and/or retention thereof by the Broker, such valuation and/or retention shall not, as between the Broker and the Guarantor, be considered as a purchase of such securities, or as payment or satisfaction or reduction of the Customer's liabilities to the Broker, or any part thereof.
11. There are no representations, collateral agreements or conditions with respect to this instrument or affecting the Guarantor's liability hereunder other than as contained herein and no waiver or modification of any part of this Guarantee is valid or binding unless evidenced in writing signed by a duly authorized officer of the Broker. Further, the suitability of transactions in the Customer's account will not be reviewed by the Broker in relation to the Guarantor.
12. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Broker's right to bring proceedings against the Guarantor elsewhere.

**1. GUARANTOR AGREEMENT (CONTINUED)**

- 13. The Guarantor acknowledges having had an opportunity to consider whether to seek independent legal advice before delivering this Guarantee to the Broker and that the Broker recommended that the Guarantor obtain independent legal advice.
- 14. This Guarantee may only be terminated upon written notice to the Broker and any termination shall not affect the Guarantee of any obligation incurred prior to the termination.
- 15. This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Guarantor and of the Broker and its affiliated corporation.

**2. GUARANTOR INFORMATION**

Dated at \_\_\_\_\_ in the province of \_\_\_\_\_ this day \_\_\_\_\_ of, \_\_\_\_\_ 20 \_\_\_\_\_.

1.

Guarantor Name (First, Initial, Last)		Qtrade Investor Account Number of Guarantor	
Address of Guarantor	City	Province	Postal Code
Bank of Guarantor	Bank Account Number of Guarantor	Transit Number	
x Guarantor			Date (dd/mm/yyyy)
Witness Name for Signature of Guarantor <i>(must be of legal age &amp; cannot be the account holder)</i>	x Witness Signature		Date (dd/mm/yyyy)
Address of Witness	City	Province	Postal Code

2.

Guarantor Name (First, Initial, Last)		Qtrade Investor Account Number of Guarantor	
Address of Guarantor	City	Province	Postal Code
Bank of Guarantor	Bank Account Number of Guarantor	Transit Number	
x Guarantor			Date (dd/mm/yyyy)
Witness Name for Signature of Guarantor <i>(must be of legal age &amp; cannot be the account holder)</i>	x Witness Signature		Date (dd/mm/yyyy)
Address of Witness	City	Province	Postal Code

**3. ACKNOWLEDGEMENT OF CUSTOMER**

In consideration for Qtrade Investor accepting this Guarantee, I hereby consent to Qtrade Investor providing the Guarantor(s) with all account statements related to the Guarantee.

x Signature of Customer	Date (dd/mm/yyyy)
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1. ACKNOWLEDGEMENT AGREEMENT

CANADA

PROVINCE OF ALBERTA

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_

in the Province of Alberta the guarantor in the guarantee dated \_\_\_\_\_

made between \_\_\_\_\_

and \_\_\_\_\_

which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he (she) had executed the guarantee;

2. I satisfied myself by examination of him (her) that he (she) is aware of the contents of the guarantee and understands it;

3. I am not acting for the person to whom the obligation was incurred.

GIVEN at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_, under my hand and seal of office.

\_\_\_\_\_  
A LAWYER IN AND FOR THE PROVINCE OF ALBERTA

2. STATEMENT OF GUARANTOR

I am the person named in this certificate.

x \_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Date (dd/mm/yyyy)