



TD Waterhouse Discount Brokerage

Addendum to TD Waterhouse Electronic Brokerage Services Customer Agreement for thinkorswim Platform Users

Before you use the thinkorswim platform, please read this Addendum and the Account Agreements contained in the TD Waterhouse brochure, Account and Service Agreements and Disclosure Documents. The Cash Account Agreement, the Electronic Brokerage Services Customer Agreement and this Addendum (collectively, "Account Agreements") apply to your TD Waterhouse Discount Brokerage account(s) with access to the thinkorswim trading platform. Your first use of your TD Waterhouse Discount Brokerage account(s) with access to the thinkorswim trading platform or your written acceptance of the Account Agreements act as your acceptance of and agreement to be bound by the terms of these Account Agreements.

TD Waterhouse Canada Inc. ("TD Waterhouse") shall provide services to you only on the terms and conditions set in the Account Agreements.

Definitions

1. In this Addendum:
 - a) "Eligible Securities" means securities listed on recognized Canadian and US exchanges and execution venues as determined by TD Waterhouse in its sole discretion from time to time;
 - b) "Minimum System Requirements" means the minimum hardware and operating system requirements for use of the Services as set out from time to time at www.tdwaterhouse.ca
 - c) A "Professional User" is any one of the following:
 - (i) An employee of a member of any stock exchange or the Investment Industry Regulatory Organization of Canada (IIROC), or of any business registered under any securities law or regulation;
 - (ii) An individual or entity trading in the account as a paid agent for a third party; or
 - (iii) An individual or entity whose account is in the name of a corporation, partnership or sole proprietorship.
 - d) "Services" for the purposes of this Addendum only, means collectively and individually the suite of thinkorswim trading services, including desktop, web based, and mobile trading applications, or any element of these Services as applicable and, in the event that you have elected to receive information from at least one Exchange, information from all Exchanges available on each of the Services; and
 - e) "Trading History" means the number of trades placed by you with us or with another broker acceptable to us, and as determined or accepted by us, in the last full calendar month before you began to receive the Services.

Access To, Use of and Termination of Services

2. In order to use the Services, your application must be accepted by us, in our sole discretion. One criterion for acceptance is your Trading History. In order to continue to use the Services, your account must be funded with a minimum account equity of \$10,000 and you must maintain a level of trading activity acceptable to us. The minimum acceptable trading level is 30 completed trades over each three month period that you use the Services. Such determination will be made by us each month based on your trailing three month total, beginning with your first full month of access to the Services. We reserve the right to terminate your access to the Services at any time in our sole discretion on notice to you, regardless of your level of trading activity or account equity.
3. You acknowledge that your system must meet the Minimum System Requirements for the use of the Services and warrant that it does so. You further acknowledge that transactions made using the Services are not reported on any other TD Waterhouse system until the following day and vice versa. You acknowledge that the list of Eligible Securities may change from time to time as TD Waterhouse, in its sole discretion, determines.
4. During the time you use the Services you have chosen, you shall not use the Electronic Brokerage Services, including TD Waterhouse WebBroker, TalkBroker, Telexmax, and the Active Trader Platform, for trading in Eligible Securities in the account(s) granted access to the Services. On termination of your access to the Services, Electronic Brokerage Services for trading in Eligible Securities may be reinstated for you at your request and at the sole discretion of TD Waterhouse.

Indemnification

5. You hereby indemnify and hold TD Waterhouse harmless from any and all claims and causes of action, however caused, arising from your use of or inability to use or maintain a connection with the Services.

Fees, Commissions and Charges

6. You will not be charged a Data fee or, if applicable, a Professional User fee, for the remainder of the calendar month in which you begin to receive the Services (the "Initial Period"). After the Initial Period, we may charge you a Data fee for each calendar month or part thereof that you receive the Services based on the Service you have chosen and the number of trades you have made in the previous three month period, as determined by us and, if applicable, the Professional User fee for each calendar month or part thereof that you receive the Services.
7. Beginning on the day you receive the Services, we will charge you commissions at the rates noted in the *TD Waterhouse Discount Brokerage Commission Schedule and Statement of Disclosure of Rates and Fees*, or as we advise you from time to time.
8. You authorize us to deduct all Data Fees, Professional User Fees, if applicable, as they come due, from the TD Waterhouse cash or margin account in your name which will be used to access the services.

Personal Information and Acknowledgments

Date: _____

Name(s) of Account holder(s): _____

Address(es) of Account holder(s): _____

E-mail Address(es) of Account holder(s): _____

Phone number(s) of Account holder(s): _____

Signature(s) of Account holder(s): _____

For office use only:

Account Number(s) granted access to the services: _____