



# BMO NESBITT BURNS GATEWAY®

## Client Agreement

**There are four steps to completing this form:**

- 1) Carefully read the Client Agreement
- 2) Enter your account numbers
- 3) Complete areas of the form and sign where indicated with an X.
- 4) Forward the form to your Investment Advisor.

### Internet Access (the "Service")

The undersigned ("You") hereby requests access via the internet to such information (the "Account Information") as BMO Nesbitt Burns Inc., BMO Nesbitt Burns Ltee. and/or BMO Nesbitt Burns Securities Limited (collectively "BMO Nesbitt Burns") may make available in respect of the following BMO Nesbitt Burns accounts held by You, or over which You have authority:

#### Account 1

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#### Account 4

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#### Account 2

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#### Account 5

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#### Account 3

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#### Account 6

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### Important Notice About the Internet

You hereby acknowledge that the security, integrity and privacy of any and all information exchanged between You and BMO Nesbitt Burns over the Internet cannot be guaranteed and that any such information may be viewed or tampered with in transit by a third party. You hereby agree not to send buy/sell orders, funds transfers or other instructions via the Internet as such communications cannot be verified nor accepted by BMO Nesbitt Burns.

### Your Conduct

**(A)** The service contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire content of the Service is copyrighted as a collective work under the copyright laws of Canada. BMO Nesbitt Burns owns a copyright in the selection, coordination, arrangement, structure, sequencing, organization and enhancement of such content. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part except for personal purposes. You may download copyrighted material for Your personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the

express written permission of BMO Nesbitt Burns and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that You do not acquire any ownership rights by downloading copyrighted material.

**(B)** You shall use the Service for lawful purposes only. You shall not post or transmit through the Service any material that: (a) violates or infringes in any way upon the rights of others; (b) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (c) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (d) without BMO Nesbitt Burns' express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by You that in BMO Nesbitt Burns' discretion restricts or inhibits any other third-party from using or enjoying the Service will not be permitted. You shall not use the Service to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Service.

**(C)** The foregoing provisions are for the benefit of BMO Nesbitt Burns, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

### Limitation of Warranty and Damages

**(A)** You expressly agree that use of the service is at Your sole risk. Neither BMO Nesbitt Burns, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that the service will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the service, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the service.

**(B)** The service is provided on an "as is" basis without warranties or conditions of any kind, either expressed or implied, including, but not limited to, warranties or conditions of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

**(C)** This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. You specifically acknowledge that BMO Nesbitt Burns is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with You.

(D) In no event will BMO Nesbitt Burns, or any person or entity involved in creating, producing or distributing the service be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the service, even if BMO Nesbitt Burns is advised or made aware of the possibility of such damages. You hereby acknowledge that the provisions of this section shall apply to all content on the service.

(E) In addition to the terms set forth above, neither BMO Nesbitt Burns nor its affiliates, information providers or content partners shall be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or inauthenticity of, the information contained with the service, or for any delay or interruption in the transmission thereof to You, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. BMO Nesbitt Burns, its affiliates, information or content providers shall have no liability for investment decisions based on the information provided. Additionally, there are no warranties as to the results obtained from the use of the information provided.

**Third-Party Content**

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third-parties, including information providers or any other user of the Service, are those of the respective author(s) or distributor(s) and not of BMO Nesbitt Burns.

**Service Interruptions and Termination of Service**

BMO Nesbitt Burns shall have the right at any time to change or discontinue any aspect or feature of the Service, including, but not limited to, content, hours of availability, and equipment needed for access or use. You agree that BMO Nesbitt Burns may suspend or terminate Your access to the Service for any reason and without prior notice to You.

**Verification of Information**

You should verify the accuracy of the Account Information with Your BMO Nesbitt Burns Investment Advisor prior to giving him/her any trading instructions.

**Client Inquiries**

If You have technical questions or difficulties with respect to the use of the Service, please call our toll-free number, 1 (877) 873-7664 (the "Toll-Free Number"). You shall be responsible for obtaining and maintaining all telephone, Internet access, computer hardware and other equipment needed for access to and use of the Service and all charges related thereto. Any inquiries regarding your Account information, investment advice or transactions should be referred to your Investment Advisor and not to the Toll-Free Number. You hereby acknowledge and agree that employees of Bank of Montreal may be involved in providing you with technical assistance over the Toll-Free Number.

**Password and Your Identification**

BMO Nesbitt Burns is under no obligation to confirm the actual identity or authority of any user of the password, User ID and account number that have been issued to You. You are responsible for: (a) maintaining the confidentiality and security of Your password, User ID and account number; and (b) any and all communications between You and BMO Nesbitt Burns over the Internet and/or on the Toll-Free Number relating to the Service.

BMO Nesbitt Burns will not be responsible for any damages arising out of the misuse of Your password, Your User ID and account number.

**Your Privacy**

As a member of BMO Financial Group, BMO Nesbitt Burns is committed to protecting your privacy as it relates to your personal information. This information is gathered to be used in servicing your account. For complete details, refer to your Client Account Agreement, or our Privacy Code available at [www.bmonesbittburns.com](http://www.bmonesbittburns.com) or from your Investment Advisor.

**Miscellaneous**

You acknowledge that Your use of the Service may be monitored by BMO Nesbitt Burns and is subject to this Agreement and to all other agreements entered into with BMO Nesbitt Burns. This Agreement shall be binding upon Your heirs, executors, administrators and personal representatives and upon the successors and assigns of BMO Nesbitt Burns.

Notwithstanding anything to the contrary herein, BMO Nesbitt Burns may amend the terms of this Agreement by providing thirty (30) days notice to You.

This Agreement shall be construed in accordance with the laws of the jurisdiction where your BMO Nesbitt Burns account is serviced and the federal laws of Canada applicable therein. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

I acknowledge and agree that I have read the Client Agreement and agree to be bound by its terms.

X Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

X \_\_\_\_\_  
Name of client

X \_\_\_\_\_  
Signature of client

X \_\_\_\_\_  
Name of Joint Accountholder (if applicable)

X \_\_\_\_\_  
Signature of Joint Accountholder (if applicable)

X \_\_\_\_\_  
Signature of BMO Nesbitt Burns Investment Advisor

**Office use only**  
 Legal access to these accounts has been verified (eg. Power of attorney)  
\_\_\_\_\_  
(Investment Advisor Initials)



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