

Webull Securities (Canada) Limited

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Toronto, ON, Canada, M5H 4A6

www.webull.ca

## REGISTERED ACCOUNT – TERMS, CONDITIONS, AND OTHER DISCLOSURES

To: Webull Securities (Canada) Limited (“The Broker” or “Webull”)

CI Investment Services Inc. (the “Carrying Broker”) is a carrying broker for Webull and an agent of Canadian Western Trust in respect of the provision and administration of Registered Accounts. Webull is an introducing broker and a sub-agent of the Carrying Broker in respect of the Registered Accounts (as defined below).

In consideration of The Broker agreeing to operate, open or maintain one or more registered accounts (each, a “Registered Account”), for the purchase or sale of, or otherwise dealing in Securities (as defined below), for the customer executing this Agreement (the “Customer”), the Customer represents, warrants, covenants and agrees with The Broker as follows:

### 1. APPLICABLE BY-LAWS, CUSTOMS, ETC.

All transactions executed for each Registered Account shall be subject to the constitution, articles, by-laws, regulations, rules, rulings, policies, customs, and usages (in force now or in the future) of the Canadian Investment Regulatory Organization, and of any applicable exchanges or markets and of their clearing houses, if any (collectively the “Rules”). These transactions shall also be subject to all applicable federal, provincial, or territorial laws or regulations and to the regulations of any applicable governmental or regulatory authorities (now in force or in the future), including securities commissions and any other similar authority. The Customer further recognizes that the Rules constitute a minimum standard in the securities brokerage industry and that The Broker may subject your Registered Account and any transaction to more restrictive standards.

### 2. SETTLEMENT, COMMISSIONS, AND INTEREST

A full and timely settlement shall be made for each transaction. The Customer agrees to pay for all securities purchased by the day of settlement. The Customer undertakes to pay to The Broker commissions and other charges in respect of each transaction (including any transaction made pursuant to section 7), and any other services charges, and interest, calculated daily and compounded monthly, on the outstanding Indebtedness (as defined below). Commissions and other charges will be computed at the rate or amount as set out by The Broker from time to time. The Customer acknowledges that every debit balance appearing from time to time in the Registered Accounts shall bear interest at the rate set out by The Broker which may be modified from time to time without prior notice to the Customer.

### 3. OPERATION OF THE REGISTERED ACCOUNTS

- a. The Broker will credit to each Registered Account any interest, dividends or other monies received in respect of Securities held in such Registered Account and any monies received as proceeds from the sale or other disposition of Securities from such Registered Account (net of all applicable commissions and fees) and will debit from such Registered Account any amounts, including interest, owed by the Customer to The Broker pursuant to this Agreement.
- b. For the purposes of this Agreement “Indebtedness” means, at any time, in respect of a Registered Account, all indebtedness of the Customer then owing to The Broker represented by the debit balance, if any, in such Registered Account at that time and includes interest on any credit extended to the Customer and the reasonable costs of collection of payment owed to The Broker, together with legal fees associated therewith.

#### 4. TRUST AND REGISTERED ACCOUNTS

The Broker and the Carrying Broker are not acting as trustee and are not responsible for administering or obligated to administer any trust involved with respect to any Registered Account. With respect to any Registered Account, if there is any conflict or inconsistency that arises between the terms and conditions contained in this Agreement and any terms or conditions contained in (i) the Customer's application for the Registered Account (the "Registered Account Application"), or (ii) the Declaration of Trust applicable to the Registered Account (the "Registered Account Declaration of Trust"), then the relevant terms and conditions of the Registered Account Application or the Registered Account Declaration of Trust, as applicable, will govern the Registered Account. For the avoidance of doubt, the inclusion of a term or condition in this Agreement and not in the Registered Account Application and/or the Registered Account Declaration of Trust, or vice versa, will not constitute an inconsistency or conflict.

Permitted investments held in a Registered Account are subject to applicable law and to the applicable Registered Account Declaration of Trust.

#### 5. PAYMENT OF INDEBTEDNESS

The Customer will promptly pay Indebtedness and the Customer agrees to pay to The Broker, on demand in The Broker's discretion, the total amount of the Indebtedness.

#### 6. COLLATERAL

Subject to applicable law and to the applicable Registered Account Declaration of Trust, as long as the Customer is indebted to The Broker, all Securities, property and monies, which may now or hereafter be held by The Broker or its agents for or on account of the Customer (including any Securities in which the Customer has an interest and which are shown on the records of any clearing or similar agency in the name of The Broker) (collectively the "Collateral") shall be and are hereby hypothecated, pledged and shall constitute a continuing collateral security in favour of The Broker, and the Customer acknowledges that The Broker has a general stockbroker's lien on the Collateral to insure payment of all Indebtedness, whether or not such Indebtedness relates to such Securities, property or monies. Whether the Customer resides in Quebec or in the common law provinces or territories, certain rights conferred hereunder to The Broker by the Customer may not be available to The Broker. The Broker is however authorized to exercise any and all rights available to The Broker in the jurisdiction where the Customer resides. It is also acknowledged that, in the common law provinces or territories of Canada, the stockbroker's lien referred to above is given by a rule of law and is not subject to the terms of any provincial or territorial personal property security statutes, except as specifically provided in such statutes.

#### 7. USE OF COLLATERAL BY THE BROKER

Subject to applicable law and to the applicable Registered Account Declaration of Trust, so long as any Indebtedness remains unpaid, The Broker shall have the right in its discretion and without notice to the Customer to use at any time and from time to time the Customer's Securities in the conduct of The Broker's business, including the right to:

- a. combine any of the Collateral with the property of The Broker or of any other customers or both;
- b. raise money thereon and to carry the Collateral in The Broker's general loans and to hypothecate, pledge and re-pledge any of the Collateral to secure The Broker's own indebtedness;
- c. loan any of the Collateral either separately or together with The Broker's securities or property or of others and in each manner, for any amount and for such purposes as The Broker may deem advisable, including for its own business;
- d. use any of the Collateral for making delivery against a sale, effected for other accounts held with The Broker without The Broker retaining in its possession or under its control securities of same kind or amount; and

- e. use any of the Collateral for delivery on a sale by The Broker for its own account or for any account in which The Broker or any of its directors, are directly or indirectly interested.

## 8. ELIMINATION OR REDUCTION OF INDEBTEDNESS BY THE BROKER

Subject to applicable law and to the applicable Registered Account Declaration of Trust, in the event that:

- a. on or before any settlement date the Customer fails to provide to The Broker any required Securities or certificates in acceptable delivery form;
- b. the Customer fails to comply with any other requirement contained in the Agreement; or
- c. the Customer dies, becomes bankrupt or insolvent or any of the Collateral becomes subject to execution, attachment, or other process;

then, in addition to any other right or remedy to which The Broker is entitled The Broker may, whenever and as often as The Broker deems it necessary for its protection, in its sole discretion and without notice or demand to the Customer:

- a. apply monies held to the credit of the Customer in any other account with The Broker to eliminate or reduce such Indebtedness;
- b. sell, contract to sell or otherwise dispose of any or all of the Securities held by The Broker for the Customer and apply the net proceeds therefrom to eliminate or reduce the Indebtedness;
- c. exercise any other rights which exist as incidents to the general stockbroker's lien;
- d. purchase or borrow any Securities necessary to cover any sales made on the Customer's behalf in respect of which delivery of certificates in an acceptable delivery form has not been made;
- e. cancel any outstanding order; and/or
- f. restrict any Registered Account of the Customer as The Broker deems necessary or appropriate in its sole discretion.

Each of the foregoing rights may be exercised separately, successively, or concurrently. The Broker shall not be required by this Agreement to exercise any such rights, nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, reduce or discharge any Indebtedness or part thereof, or constitute a waiver by The Broker of any of its rights hereunder. Any such sales or purchases for a Registered Account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as The Broker deems advisable. If demand is made or notice given to the Customer by The Broker, it shall not constitute a waiver of any of The Broker's rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by The Broker in connection with exercising any right pursuant to this Agreement may be charged to any applicable Registered Accounts. The Customer acknowledges that the Customer shall remain liable to The Broker for any deficiency remaining following the exercising by The Broker of any or all of the foregoing rights and that the rights which The Broker is entitled to exercise pursuant to this Agreement are reasonable and necessary for its protection having regard, in particular, to the nature of securities markets and their volatility.

## 9. ALTERNATIVE COURSES OF ACTION

Whenever this Agreement entitles The Broker to alternative courses of action, The Broker shall be entitled to choose any, one or all of such alternative courses of action in its sole, unfettered discretion.

Last update: January 2025

## 10. HOLDING AND RETURN OF SECURITIES

The Broker may hold the Customer's Securities at any of the places where The Broker or any of its duly authorized agents has an office. Certificates for Securities of the same issue and for the same aggregate amounts may be delivered to the Customer in lieu of those originally deposited by the Customer or for the Accounts.

## 11. FREE CREDIT BALANCES

Any monies held by The Broker from time to time to the Customer's credit are payable on demand. The Customer acknowledges that the relationship of the Customer and The Broker with respect to such monies is one of the creditor and debtor only.

## 12. GOOD DELIVERY OF SECURITIES

The Customer will not order any sale or other disposition, or any Securities not owned by the Customer or of which the Customer will be unable to make delivery in acceptable delivery form on or before the settlement date.

## 13. CUSTOMER INFORMATION

The Customer will from time to time advise The Broker if the Customer acquires a controlling interest in or otherwise becomes an insider of any reporting issuer. The Customer will also advise The Broker of any restrictions in securities trading applicable to the Customer and will advise The Broker of any changes in such restrictions which may become applicable to the Customer. The Customer also undertakes to advise The Broker of any changes to the information that the Customer has given, in connection with the opening of any Registered Account, including, but without limitation, information regarding his (her) investment objectives, risk tolerance, financial situation, and other relevant factors. The Customer acknowledges and agrees that The Broker may record all telephone calls by which the Customer's orders are placed or confirmed, both between the Customer and The Broker and between The Broker and any broker or dealer to whom an order is directed.

## 14. ACCOUNT STATEMENTS

Carrying Broker will generate confirmation statements and account statements for any Registered Account of Customer. The Broker will deliver such statements to the Customer via the Broker's website or mobile application. Every confirmation statement, account statement or other communication delivered by The Broker to the Customer shall be deemed to have been acknowledged as correct, approved, and consented to by the Customer unless the Customer notifies the The Broker to the contrary in writing within fifteen (15) days after delivery of the applicable statement by the Customer. The Customer undertakes to review carefully upon receipt of any such documents. Notwithstanding the foregoing, Customer acknowledges and agrees that Carrying Broker may correct, at any time, any mistake in any confirmation statement, account statement, or similar document.

## 15. COMMUNICATIONS TO THE CUSTOMER

Any notice or communication by The Broker to the Customer may be given by prepaid mail, e-mail, text message, or link to a website to the last address of record of the Customer with The Broker, or may be delivered personally (including by commercial courier) to the Customer or to any such last address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by e-mail, text message, or link to a web site, on the day sent or, if delivered, when delivered. Nothing in the section shall be interpreted as requiring The Broker to give any notice to the Customer, which is not otherwise required to be given by The Broker under applicable law or this Agreement.

## 16. NOT A BROKER, ETC.

The Customer, if an individual who is not an employee of The Broker, hereby represents that the Customer is not a

partner, director or employee of a member, member firm or member corporation of any stock exchange or a non-member broker or investment dealer, and if the Customer should become such a partner, director or employee, the Customer undertakes to specifically inform in writing The Broker of such a fact and to complete all documentation that may be required by The Broker in such a case.

#### 17. QUALIFIED INVESTMENTS

Customer acknowledges and agrees that they may invest only in “Qualified Investments,” as such term is defined in subsections 146.1 and 207.01 of the Income Tax Act for Registered Retirement Savings Plans and Tax-Free Savings Accounts, respectively (as may be amended from time to time, or any successor to either of the foregoing), through their Registered Account.

#### 18. NO INVESTMENT ADVICE OR SUITABILITY REVIEW

The Customer acknowledges and agrees that, in the course of providing services to the Customer, neither The Broker nor its registered representatives provide advice or recommendations regarding the purchase, sale or holding of any security or makes any determinations of the Customer’s general investment needs and objectives or the suitability regarding the proposed purchase, sale or holding of any security, and the Customer is responsible for all investment decisions and transactions as well as for any profits or losses that may result. The Customer further acknowledges and agrees that, in the course of providing services to the Customer, neither The Broker nor its registered representatives provide the Customer with any legal, tax or accounting advice or advice regarding the profitability of any security or investment or any decision in respect thereof, nor does The Broker nor its registered representatives consider the Customer’s personal and financial circumstances, investment needs and objectives, investment knowledge and experience, investment time horizon, risk tolerance or other suitability criteria when accepting orders from the Customer. The Customer will not solicit any such advice from The Broker or any of its employees, and in making investment decisions with respect to transactions in or for the Customer’s Registered Accounts or any other matter, the Customer will consult with and rely upon its own advisers and not The Broker.

#### 19. USE OF A THIRD-PARTY AGENT

In performing its obligations hereunder, The Broker may retain the services of one or more third-party agents who shall be obligated to discharge such obligations as may be delegated to it on behalf of The Broker in accordance with applicable regulatory requirements.

#### 20. RIGHT OF THE BROKER TO REFUSE AN ORDER

Notwithstanding any other provisions hereof, the Customer acknowledges the right of The Broker to accept or refuse, in its sole discretion, any orders given by the Customer. The Customer hereby waives any and all claims against The Broker and its affiliates for any damage or loss which may arise from or in any way be related to any refusal of The Broker to accept security trading instructions.

#### 21. NO LIABILITY

The Broker shall not be liable to the Customer for errors or omissions in connection with the execution, treatment, purchase, exercise or application of any order or other operation in any Registered Account of Customer, including the fact that The Broker may not exercise the powers conferred to it by this Agreement or otherwise, or for any suffered loss or missed profit in any Registered Account of Customer, unless these errors or omissions result from its gross negligence or intentional fault. Without limiting the generality of the foregoing, The Broker shall not be liable for any loss suffered or missed profit caused, whether directly or indirectly, by unusual market activity, government restrictions, by exchange or market rulings, the suspension of trading, wars, strikes, epidemics, communication line failures, power failures or for any reason or of any other fact beyond The Broker’s control.

#### 22. CURRENCY CONVERSION

If the Customer makes a trade involving securities which are denominated in a currency other than Canadian dollars, a conversion of currency may be required. In any such transactions and in the case of any other conversion of currency, The Broker may act as principal with the Customer or a trading correspondent of the Broker may convert the currency at rates established by The Broker or parties related to it. The Broker may, in such circumstances, earn revenue, in addition to any applicable commissions to such a trade.

## 23. AUTHORIZATION TO OBTAIN PERSONAL INFORMATION OF THE CUSTOMER

The Customer hereby authorizes The Broker, for as long as the Customer will have an account with The Broker, to obtain from any financial institution, personal information agency or credit agency, employer, landlord or any other person, all information that The Broker may deem useful to obtain in connection with determining the Customer's financial situation and solvency. To this end, the Customer authorizes The Broker to provide a copy of this authorization to any such entity or person. The Customer hereby consents to The Broker creating and maintaining a file containing personal information of the Customer that the Customer has provided to The Broker and all other information The Broker will obtain pursuant to the above authorization. The Customer hereby consents to The Broker providing access to the Customer's personal information as follows:

- a. to individuals that the Customer has so authorized and to any service provider, employee, mandatary or agent of The Broker as needed to carry out The Broker's obligations under this Agreement, including in relation to the operation and maintenance of the Accounts and/or improving existing products and services or developing new products and services;
- b. as required by applicable law; or
- c. as required by any Regulatory Authority.

The Customer understands that the Customer has the right to access the Customer's personal information held by The Broker and, if necessary, to rectify any false information of the Customer held by The Broker. If the Customer wishes to obtain access to the Customer's file and, as the case may be, to rectify it, the Customer must contact Webull Customer Support at 1-888-228-0958 or in writing to Webull Customer Support, 302 Bay Street, Suite 401, Toronto, ON, Canada, M5H 4A6.

## 24. CERTIFICATION BY CUSTOMER

The Customer hereby certifies that:

- a. The Customer has fully reviewed and understands and agrees to all the terms and conditions of this Agreement;
- b. The Customer is aware that using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. The Customer's responsibility extends to repaying the loan and paying interest required even if the value of the securities purchased has declined below the value of the loan;
- c. The Customer has been offered access to the French version and English version of this agreement. Should there be any inconsistency or conflict between the French and English versions of this agreement, the English version shall prevail, and the customer has chosen to sign the English version.
- d. The Customer has reached the age of majority and has the power and capacity to enter this Agreement.
- e. The Customer acknowledges that his, her or its decision to open and maintain any Registered Account is based upon the Customer's financial situation, objectives, risk tolerance and other suitability factors.

## 25. DEPOSITED CASH AND PROPERTY

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

## 26. COMMISSION AND OTHER CHARGES

Before you begin to trade, you should obtain a clear explanation of all commission, fees, and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. Information regarding applicable commissions, fees, and other charges is available on The Broker's website or mobile application.

## 27. TRANSACTIONS IN OTHER JURISDICTIONS

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been affected.

## 28. CURRENCY RISKS

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## 29. TRADING FACILITIES

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

## 30. ELECTRONIC TRADING

Trading on an electronic trading system may differ not only from trading in an open outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Your ability to recover certain losses which are particularly attributable to trading on a market using an electronic trading system may be limited to less than the amount of your total loss.

## 31. OFF-EXCHANGE TRANSACTIONS

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

### 32. INDEMNITY

Customer agrees to defend, indemnify, and hold The Broker, its affiliates, members, managers, officers, employees, representatives, agents, successors, assigns, and licensors, harmless from and against:

- a. any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses and fees (including reasonable legal fees and costs) arising out of any breach or alleged breach by Customer of this Agreement;
- b. any failure of Customer to comply with the requirements of, or obligations imposed by, any exchanges or Regulatory Authorities.

### 33. LIMITATIONS OF LIABILITY

THE BROKER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF USE, TRADING LOSSES OR LOSS OF OTHER COSTS OR SAVINGS) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, THE PROVISION, OR LACK OF PROVISION, OF THE SYSTEM, AND/OR THE DATA OR DISRUPTION OF THE SERVICES, REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE BROKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL NOT HOLD THE BROKER RESPONSIBLE FOR:

- a. ANY ERROR BY CUSTOMER IN INPUTTING AN ORDER;
- b. ANY ERROR OCCURRING ON AN EXCHANGE OR OTHER EXECUTION VENUE;
- c. THE REJECTION OF ANY ORDER BY THE SYSTEM FOR ANY REASON WHATSOEVER;
- d. THE ACTS OR OMISSIONS OF Vendor, ITS LICENSORS, ANY THIRD-PARTY LICENSOR OR VENDOR; OR
- e. ANY ERROR BY ANY OTHER CAUSE OUTSIDE THE DIRECT CONTROL OF THE BROKER.

THE BROKER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND RESULTING FROM ANY ACTIONS TAKEN OR FAILURES TO ACT BY CUSTOMER BASED UPON ELECTRONIC MESSAGES, INCLUDING ORDERS OR TRADES, REASONABLY BELIEVED BY THE BROKER TO HAVE BEEN TRANSMITTED BY CUSTOMER IRRESPECTIVE OF WHETHER OR NOT SUCH ORDERS WERE ACTUALLY AUTHORIZED BY CUSTOMER. THE EXCHANGES TO WHICH THE BROKER PROVIDES CUSTOMER ACCESS HEREUNDER, THEIR HOLDING COMPANIES, AFFILIATES AND/OR SUBSIDIARIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE MARKET DATA OR OTHER INFORMATION THEY PROVIDE AND WILL ACCEPT NO LIABILITY TO CUSTOMER (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS IN CONNECTION WITH SUCH MARKET DATA OR INFORMATION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE TERMS OF THIS SECTION ARE HELD INVALID AND UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE BROKER'S TOTAL LIABILITY UNDER THE TERMS OF THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO THE BROKER FOR THE ONE CALENDAR MONTH IN WHICH SUCH DAMAGES FIRST ACCRUED. THIS SECTION SHALL NOT RELIEVE THE BROKER FROM LIABILITY FOR DAMAGES THAT RESULT FROM THE BROKER'S OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT.

### 34. TERM AND TERMINATION

Last update: January 2025



This Agreement will come into force on the date of execution and will remain in effect until terminated by either party. Each of The Broker and Customer has the right to terminate this Agreement immediately with or without cause, with notice to the other party.

### 35. GENERAL

#### a. Arbitration

Any controversy between The Broker and Customer arising out of or relating to this Agreement shall be resolved through arbitration to be held before an organization approved by the Canadian Investment Regulatory Organization (“CIRO”) in accordance with the rules then pertaining.

#### b. Relationship Between the Parties

The relationship between Customer and Broker is that of customer and broker and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, or agents of the other.

#### c. Waiver

None of the terms and conditions of this Agreement may be waived or changed without The Broker’s Approval (as defined below). No waiver of any provision of this agreement will be considered a waiver of any other provision, or the continuing waiver of the provisions, so waived. If any term or condition of this Agreement is to be held invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition. The validity of the remainder of the Agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained therein.

#### d. Severability and Enforceability

If any term or condition of this Agreement is to be held invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition. The validity of the remainder of the Agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained therein. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by the parties of any of their rights under this Agreement.

#### e. Inurement

This Agreement shall inure to the benefit of and shall be binding upon The Broker and the Customer and their respective legal representatives, heirs, successors, executors, and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary, or intermittent closing out, reopening or renumbering of any Registered Account. The Customer agrees that it will not assign this Agreement or the account without The Broker’s written approval. The Broker reserves the right to demand that the Customer give seven days’ notice of any intended cash withdrawal

#### f. Notices

All notices or approvals required or permitted under this Agreement must be given in writing and sent by mail, electronic mail, or other electronic messaging system. If sent by facsimile or electronically, notice will be deemed to have been received upon successful transmission. If sent by mail, notice will be deemed to have been received ten business days after the date of mailing.

#### g. Assignment

Customer will not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without The Broker’s prior written consent.

#### h. Governing Law

This Agreement shall be interpreted in accordance with the laws of the jurisdiction of Ontario and federal laws of Canada applicable therein. The courts of Ontario shall have exclusive jurisdiction to entertain any action arising under this agreement and the Customer irrevocably submits to the jurisdiction of such courts.

### 36. DEFINITION AND INTERPRETATION

In this Agreement:

- a. “including” means “including, without limitation”;
- b. “Regulatory Authority” means any relevant securities commission, exchange, market, clearing corporation or self-regulatory organization, including CIRO;
- c. “Securities” includes shares, share certificates, script certificates, options, deposit receipts, warrants, rights, bonds, debentures and notes and any other securities as well as commodities, futures contracts or futures contract options;
- d. “The Broker’s Approval” means the prior approval in writing given on behalf of The Broker by any one of the following persons: a supervisor or an officer of The Broker
- e. when the singular is used, it will include the plural and vice versa and when the masculine gender is used, it will include the feminine and neuter gender and vice versa; and
- f. headings are used for convenience of reference only and will not in any way affect the interpretation of this agreement.

### 37. SAFEKEEPING OF PHYSICAL CERTIFICATES

If the client deposits for safekeeping physical certificates registered in his/her name in an investment account held with The Broker, for these specific securities, The Broker will provide through the Carrying Broker deposit, and safekeeping services. As a CIRO and CIPF member, The Broker must ensure that the regulations of this self-regulatory organization are adhered to, notably with regard to its acceptable securities location. Deposited securities covered by this agreement are held, free and clear of any hypothecation, any additional security accessory thereto, any preferences, and any charge, lien, claim or encumbrance of any kind in favour of The Broker. Securities held in accordance with the terms of this agreement must all be registered in the name of the client. No use of the client’s securities or alienation of these can be made without previously obtaining the client’s written consent. Upon written request from the client, the certificate(s) representing his/her securities will be delivered to him/her as per his/her instructions. The Broker must also make sure that its files are timely accessible and that detailed registers are kept in order to be able to quickly determine which securities The Broker holds for the client, in accordance with the terms of this agreement. These securities are held separately from other securities held by The Broker.

The Broker will be responsible for indemnifying the client for any loss suffered as a result on non-delivery of the securities held in safekeeping by the terms of this agreement, as long as The Broker’s responsibility is limited to the market value of the securities at the time the securities were to have been delivered to the client. For his/her part, the client agrees to pay the fees applicable to the safekeeping of his securities. These fees appear on The Broker’s website - Administrations Fee. This agreement will remain in effect for as long as The Broker holds the physical stock certificate registered in the name of, and held in safekeeping for, the client. This agreement applies to the successors and beneficiaries of the client, for whose benefit it bears witness, and binds them.

### 38. ELECTRONIC COMMUNICATIONS

Webull Securities (Canada) Limited (“The Broker”) will contact clients by electronic message about information  
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relating to The Broker, including products, services, announcements, invitations, and special offers. At any time, electronic communications relating to products, services, announcements, invitations and special offers may be suspended by the clients by sending such a request via email to [support@webull.ca](mailto:support@webull.ca) by calling The Broker at 1-888-228-0958 or by unsubscribing via email response.

#### 39. INVESTOR PROTECTION FOR CLIENTS OF CIRO REGULATED FIRMS

In case of a dispute between a CIRO member firm and the client, certain dispute resolution services are available to clients, including the CIRO's arbitration program and the Ombudsman for Banking Services and Investments(OBSI). For details, please see the CIRO guidance at <https://www.ciro.ca/media/7616/download?inline> and the OBSI Guide for Investors at [https://www.obsi.ca/media/10soppyo/a-guide-for-investors\\_en.pdf](https://www.obsi.ca/media/10soppyo/a-guide-for-investors_en.pdf).

#### 40. CANADIAN INVESTOR PROTECTION FUND (CIPF)

CIPF covers customers of Members who have suffered or may suffer financial loss solely as a result of the insolvency of a Member Firm. Such loss must be in respect of a claim for the failure of the Member to return or account for securities, cash balances, commodities, futures contracts, segregated insurance funds, or other property received, acquired, or held by the Member in an account for the customer. For details please review the CIPF brochure at [Canadian Investor Protection Fund Brochure \(cipf.ca\)](http://cipf.ca).