

MIDDLEFIELD CAPITAL CORPORATION

ELECTRONIC FUNDS TRANSFER AUTHORIZATION; CASH & MARGIN

New Setup Cancel Existing Change Existing

Electronic Funds Transfer (EFT) is an optional service designed for clients who wish to transfer funds between their Middlefield Capital Corporation (MCC) account and their account with a financial institution situated within Canada.

The following conditions apply to this service:

- You must provide us with either i) a personalized, voided cheque or ii) a confirmation letter from your financial institution.
- We will not transfer funds electronically to or from third parties.
- If the financial institution account is a joint account that requires two signatures, then both individuals must sign this form.
- The currency of payment must match the currency of the financial institution account; there can be no cross-currency transfers.

1. Middlefield Capital Account Holder Information

This EFT Authorization will apply only between the accounts listed here. Subsequent setups to additional accounts not listed here will require a new EFT Authorization form to be completed.

Account Name(s) (please print) _____

Middlefield Capital Account Number(s) (cash/margin only) _____

2. Payments

As Requested

One-Time Payment

Complete this section if you wish to conduct an initial, non-recurring transfer between your Middlefield Capital Corporation account and your financial institution account, to accompany the authorization of the EFT Setup.

Type of Payment

- Pre-Authorized Credit (to MCC account)
 Pre-Authorized Debit (from MCC account)

Currency of Payment

- CAD Funds
 USD Funds

Amount of Transfer: \$ _____ MCC Account: _____ Transfer Date: _____
(MM/DD/YY)

Recurring Payment

Complete this section if you wish to conduct regular, recurring transfers between your Middlefield Capital Corporation account and your financial institution account.

Type of Payment

- Pre-Authorized Credit (to MCC account)
 Pre-Authorized Debit (from MCC account)

Currency of Payment

- CAD Funds
 USD Funds

Amount of Transfer: \$ _____ MCC Account: _____ Transfer Date: _____
(MM/DD/YY)

Frequency: Annual Quarterly Monthly Bi-Weekly

3. Change Existing Setup/Recurring Payment

Complete this section if you wish to change the account details of an existing EFT Setup and/or the payment details of an existing Recurring Payment.

- This is a change to an existing EFT Setup (personalized voided cheque or confirmation letter from your financial institution must be provided)
 This is a change to an existing Recurring Payment.

4. Signature(s)

Please initiate transfer(s) to or from the above noted financial institution in accordance with instructions given by the undersigned client(s) in writing or by telephone, from time to time. The undersigned client(s) understand and agree to the Electronic Funds Transfer terms set out below.

Client Name (please print) _____

Client Signature _____

Date _____

Joint Financial institution Account Holder (if applicable) _____

Signature (if applicable) _____

Date _____

I, the Investment Advisor for the above account, hereby certify that all required signatures authorizing this EFT have been obtained.

Investment Advisor (please print) _____

Investment Advisor Signature _____

Date _____

Electronic Funds Transfer (EFT) Terms & Conditions:

In this Agreement,

- “Processing Institution” means the credit union or chartered bank that holds the Account to be credited/debited by means of Electronic Funds Transfer.
 - “Processing Institution Account” means my Account at the credit union or chartered bank.
 - “Brokerage Account” means my Account with Middlefield Capital Corporation
- a) The Processing Institution Account that Haywood Securities is authorized to deposit or draw upon has been specified by me on the Middlefield Capital Electronic Funds Transfer Authorization Form. A specimen cheque has been marked “VOID” and attached to the Middlefield Capital Electronic Funds Transfer Authorization Form.
 - b) I acknowledge that this authorization is provided for the benefit of Haywood Securities and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process credits or debits for or against, respectively, my Processing Institution Account in accordance with the Rules of the Canadian Payments Association.
 - c) This authorization is continuing and Haywood Securities may rely on this authorization for all financial transactions relating to my Brokerage Account(s) and/or my Processing Institution Account(s), until I notify Haywood Securities of any changes in accordance with section (f) below.
 - d) I warrant and guarantee that all persons whose signatures are required to sign on my Processing Institution Account(s) have provided their signature(s) on the Middlefield Capital Electronic Funds Transfer Authorization Form.
 - e) I hereby authorize Haywood Securities to deposit or draw on the Processing Institution Account, for the following purposes:
 - i. Depositing credit balances from my Middlefield Capital Corporation Brokerage Account(s) upon my instructions;
 - ii. Debiting my Processing Institution Account upon my instructions.
 - f) I may change or revoke this authorization at any time upon providing ten (10) business days written notice to Haywood Securities.
 - g) I acknowledge that Haywood Securities has the right to terminate my authorization, if through no fault of your own, you are unable to debit the Processing Institution Account(s) in the full amount that I have specified.
 - H I acknowledge that provisions and delivery of this authorization to Haywood Securities constitutes delivery by me to the Processing Institution.
 - i) I acknowledge that I am responsible for ensuring that there are sufficient funds available in my Brokerage Account and/or my Processing Institution Account to cover any transfers. I am responsible for all service fees that may arise in connection with my Processing Institution Account.
 - j) I undertake to inform Haywood Securities, in writing, of any changes in the Processing Institution Account information provided in this authorization prior to requesting any transactions with respect to my Processing Institution Account.
 - k) I acknowledge that the Processing Institution is not required to verify that a deposit or debit has been issued in accordance with the particulars of my authorization including, but not limited to, the amount and frequency of deposits or payments.
 - l) I acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Haywood Securities as a condition to honouring a debit issued or caused to be issued by me on my Processing Institution Account.
 - m) Revocation of this authorization does not terminate any contract for goods or services that exists between me and Haywood Securities. My authorization applies only to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.
 - n) I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.

In order to be reimbursed, I acknowledge that a declaration must be completed and presented to my Processing Institution, duly signed by me, with a copy to Haywood Securities, within ninety calendar (90) days after the date the item in dispute was posted in my Processing Institution Account. I acknowledge, when disputing any item after ninety (90) days, that a claim on the basis that my authorization was revoked, or any other reason, is a matter to be resolved fully between Haywood Securities and myself.

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