





## 5. THIRD PARTY DETERMINATION

Will this account be used on behalf of a third party? (A third party is an individual or an entity, other than the account holder or those authorized to give instructions about the account who directs the activity in the account. This does include individuals such as a Power of Attorney)

Yes  No

If yes, please provide the name, address and principal business or occupation of the third party and the nature of the relationship with that third party. If the third party is an individual, please provide their date of birth. If the third party is a corporation, please provide the incorporation number and place of incorporation.

|  |   |                             |  |  |
|--|---|-----------------------------|--|--|
| NAME OF THIRD PARTY                        |   | DATE OF BIRTH (MM/DD/YYYY): | INCORPORATION NUMBER (FOR CORPORATIONS):       |  |
| PLACE OF INCORPORATION (FOR CORPORATIONS): | NATURE OF RELATIONSHIP BETWEEN CLIENT AND THIRD PARTY |                             | PRINCIPAL BUSINESS OR OCCUPATION AND INDUSTRY: |  |
| ADDRESS:                                   | CITY  | PROVINCE                    | POSTAL CODE                                    |  |

## POLITICALLY EXPOSED PERSON DECLARATION

Are you or any of your prescribed family members (spouse or common-law partner, child, mother, father, mother-in-law, father-in-law, brother, sister, half-brother or half-sister) a:

- Politically Exposed Domestic Person?  Yes  No
- Politically Exposed Foreign Person?  Yes  No
- Head of an International Organization?  Yes  No

A Politically Exposed Domestic Person is defined as an individual who holds or has held one of the following offices or positions (Federal or Provincial): Governor General, Lieutenant Governor or head of government, member of the Senate or House of Commons or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a corporation wholly-owned directly by Her Majesty in right of Canada or a province, head of a government agency, judge of an appellate court in a province or the Federal Court of Appeal or the Supreme Court of Canada, leader or president of a political party represented in a legislature, or a mayor (municipal).

A Politically Exposed Foreign Person is defined as an individual who holds or has held one of the following offices or positions in or on behalf of a country: head of state or government, member of an executive council of government or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a state-owned company of a state-owned bank, head of a government agency, judge of a supreme court, constitutional court or other court of last resort, or leader or president of a political party represented in the legislature.

The Head of an International Organization is defined as an individual who holds one of the following offices or positions: head of an international organization established by the governments of states or head of an institution established by an international organization.

## 6. ANNUAL ACCOUNT FEES

The method chosen below will apply to all of your annual fee accounts with Agora Dealer Services Corp. and replaces any previously chosen method. I request that my annual account fees, until I direct otherwise in writing, be collected from (select one):

- A  My chequing account** - Void cheque attached. This bank account will be used each year, on or about June 1, for the withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your ADSC account(s). Please see the below Pre-Authorized Debit (PAD) Terms and Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.
- B  Cash in my account** - Note: I understand if there is insufficient cash available in my account the fee can/ may be collected by redeeming assets from my account. I am aware that a transaction fee will apply. I am aware that there may be a tax consequence. ADSC has established a hierarchy of investments for collecting fees as detailed in section h) of the account agreement.)



## 7. AGREEMENT FOR FEE PAYMENT BY PRE-AUTHORIZED DEBIT (PAD)

I hereby authorize Agora Dealer Services Corp (ADSC) to debit the following bank account for payment of annual administration fees and I have attached a sample void cheque for the account being debited.

### Banking Information

|                       |                     |                            |                    |             |
|-----------------------|---------------------|----------------------------|--------------------|-------------|
| FINANCIAL INSTITUTION | BRANCH ADDRESS      | CITY                       | PROVINCE           | POSTAL CODE |
| TRANSIT NUMBER        | BANK ACCOUNT NUMBER | PLAN/FUND HOLDER SIGNATURE | DATE (MM/DD/YYYY): |             |

For purposes of this Section 7, the following terms have the following meanings:

- “FI” means Financial Institution;
- “Payor” means the person(s) that pre-authorize the issuance of a PAD and whose account is to be debited with the amount of the PAD;
- “Pre-Authorized Debit” or “PAD” means a pre-authorized payment in paper, electronic, or other form drawn pursuant to a PAD agreement on an account of my choosing as Payor held by my FI.

In this Section 9, “I”, “We”, “My”, “Me”, “Our” and “Us” refers to the Payor; I/We understand and undertake that:

- This authorization is for the benefit of ADSC and my/our FI. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payments Association.
- Giving this authorization to ADSC is the same as giving it to my/our FI.
- My/Our FI is not required to verify that the PAD conforms with my/our authorization.
- My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled.
- Revoking this authorization does not terminate any contract between ADSC and me/us. My/Our authorization applies only to the method of payment and has no bearing otherwise on any contract.

- Any personal information within this authorization required by my/our FI may be released to them.
- I will inform ADSC in writing of any change to the account information provided herein at least 10 business days prior to the next scheduled payment date of the PAD.
- I may cancel this authorization by advising ADSC of this revocation 10 days prior to the next date of the PAD. I understand that I/we may obtain a sample cancellation form or further information on my/our right to cancel this agreement at my/our FI or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).
- I/We have certain recourse rights if a debit does not comply with this agreement. For example, I/we 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/our recourse rights, I/we may contact my/our FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).

I/We authorize the processing, by ADSC, of a fixed, personal PAD for payment of annual administration fees in accordance with Section 10 hereof through my/our bank account, the details of which appear on the attached void cheque.

I/We agree to the terms and conditions of this agreement as stated herein.

|                              |                            |                    |
|------------------------------|----------------------------|--------------------|
| BANK ACCOUNT OWNER SIGNATURE | CO-ACCOUNT OWNER SIGNATURE | DATE (MM/DD/YYYY): |
|------------------------------|----------------------------|--------------------|

## 8. SHAREHOLDER COMMUNICATION INFORMATION

### CLIENT RESPONSE FORM

I have read and understood the “National Instrument 54 -101 Explanation To Clients” that you have provided me in connection with this application form and the choices indicated by me apply to all of the securities held in the account.

### PART 1 - DISCLOSURE OF BENEFICIAL OWNERSHIP INFORMATION

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to Agora Dealer Services Corp disclosing your name, address, electronic mail address, securities holdings and preferred language of communication to issuers of securities you hold with Agora Dealer Services Corp and to other persons or companies in accordance with securities law.

- I OBJECT to you disclosing the information described above
- I DO NOT OBJECT to you disclosing the information described above.

### PART 2 - RECEIVING SECURITY HOLDER MATERIALS

Please mark the corresponding box to show what materials you want to receive. “Securityholder materials sent to beneficial owners of securities” consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

- I WANT to receive ALL securityholder materials sent to beneficial owners of securities.
- I DECLINE to receive ALL securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.)
- I WANT to receive ONLY proxy-related materials that are sent in connection with a special meeting.



# Tax Free Savings Account (TFSA) Application

### PART 3 - PREFERRED LANGUAGE OF COMMUNICATION

Please mark the corresponding box to show your preferred language of communication.

- French
- English

Note: These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this Client Response Form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.

I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.

### 9. HOLDER ACKNOWLEDGEMENT AND AUTHORIZATION

Please read the Declaration of Trust and the Account Agreement attached to this application for important Terms and Conditions that apply to your account.

I hereby certify that the information in this application is complete and accurate. I acknowledge that I have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I undertake to advise my Dealer in writing of any change to the information in this application. I acknowledge that I have read and agree to be bound by the attached Pre-Authorized Debit (PAD) Terms and Conditions.

If I am participating in a Group TFSA, I authorize and appoint the Group Sponsor in Section 2 as my Agent to act on my behalf for the purposes of administering the Group TFSA and investing the TFSA Assets.

I acknowledge having received a current fee schedule with this Account Application.

To: Canadian Western Trust

Please file an election to register my qualifying arrangement under the Income Tax Act (Canada) and any applicable provincial or territorial legislation as an Agora Dealer Services Corp. Tax-Free Savings Account. I have received, read and agree to the terms of the Tax-free Savings Account Declaration of Trust attached and to all amendments that I may receive to these terms in the future. I agree to provide, on request, proof of age and such further information as maybe required in connection with the registration and administration of my arrangement.

**I have read and understood this Account Application and Account Agreement. I understand that the materials I receive will be in English only.**

|   |       |                    |
|---|-------|--------------------|
| <input checked="" type="checkbox"/>   | _____ | _____              |
| SIGNATURE OF HOLDER   |       | DATE (MM/DD/YYYY): |
| <input checked="" type="checkbox"/>   | _____ | _____              |
| ACCEPTED BY AGORA DEALER SERVICES CORP. (AS AGENT FOR CANADIAN WESTERN TRUST COMPANY) |       | DATE (MM/DD/YYYY): |

### 10. IDENTITY VERIFICATION

Identity verification is required for each Planholder/ Fundholder. Dealers must supply ADSC with an exact reproduction of the identity document supplied by the Planholder/ Fundholder to the Dealer. ADSC will accept a valid, legible reproduction of one of the following:

- Driver's license
- Passport
- Provincial identification card

#### IDENTITY VERIFICATION OF PRIMARY ACCOUNT HOLDER

|   |                                       |                 |                            |                          |
|---|---------------------------------------|-----------------|----------------------------|--------------------------|
| _____   | _____                                 | _____           | _____                      | _____                    |
| DOCUMENT TYPE(PASSPORT, DRIVER'S LICENSE, ETC.) | ID CODE                               | ID NUMBER       | PLACE OF ISSUE:            | EXPIRY DATE (MM/DD/YYYY) |
| _____   | _____                                 | _____           | _____                      | _____                    |
| NAME ( AS IT APPEARS ON THE ID )                | ISSUING JURISDICTION/ENTITY/AUTHORITY | ISSUING COUNTRY | DATE OF ISSUE (MM/DD/YYYY) |                          |

#### DEALER VERIFICATION

I verify that: I have seen the original document indicated herein The identification provided by the individual(s) is valid and has not expired and I have verified that the person shown in the photo ID is the person who appeared before me.

|       |                                     |                                       |
|-------|-------------------------------------|---------------------------------------|
| _____ | <input checked="" type="checkbox"/> | _____                                 |
| NAME: | SIGNATURE:                          | DATE OF ID VERIFICATION: (MM/DD/YYYY) |



## 11. DEALER/ADVISOR INFORMATION

**A)** Do you have a direct or indirect interest in the account other than interest in commissions charged?  Yes  No  
If yes, give details in Advisor's Comments.

Advisor's Comments \_\_\_\_\_

**B)** Are you registered in the province in which the applicant resides?  Yes  No

**C)** Have you personally met the applicant?  Yes  No If yes, when? \_\_\_\_\_

**D)** How long have you known the applicant? \_\_\_\_\_

**E)** How did you come to know the applicant?  Advertising  Phone  Personal Contact  Walk in  Referral  Referral by \_\_\_\_\_

**F)** Has a credit check been done?  Yes  No Date \_\_\_\_\_ If yes, what was the result (check one)  Acceptable  Not Acceptable Date \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF ADVISOR

\_\_\_\_\_  
BRANCH MANAGER APPROVAL

\_\_\_\_\_  
DATE (MM/DD/YYYY)

## 12. ACCOUNT AGREEMENT

Throughout this Account Agreement, the terms “I”, “me” and “my” mean the Agora Dealer Services Corp. Individual/ Joint Investment Account holder, in consideration of Agora Dealer Services Corp. (“ADSC”) accepting this account,

I acknowledge and agree that:

a) I have engaged my Dealer/advisor as my agent. ADSC is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my advisor or on behalf of my Dealer or advisor. ADSC is under no obligation to verify that my Dealer or advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.

b) My Dealer and ADSC have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:

### Role of My Advisor

My advisor is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.

### Role of My Dealer

Canadian securities regulations require that my advisor work under the authority of a dealer. My Dealer (the Introducing Dealer) and ADSC have entered into an Introducing/Carrying Dealer Arrangement. My Dealer is responsible for the opening and approval of new accounts and for supervising my advisor including ensuring that investments and trading activity in my account are suitable for me.

### Role of ADSC

ADSC, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. ADSC is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, ADSC relies on the manager of the mutual fund to issue trade confirmations as permitted by MFDA Rules.

**ADSC does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any investment advice given to me by my advisor or my Dealer. Also ADSC is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my advisor, my Dealer or my employer for group accounts.**

ADSC is responsible for and maintains in its name, trust accounts established for the purpose of holding cash received from me and all cheques received from me shall be made payable to ADSC except in circumstances where my Dealer is permitted by securities regulations to operate a trust account.

### Role of the Trustee

The Trustee is the trustee of your registered plans. The Declaration of Trust included in the registration plan application form and in the account opening mailing is the contract governing any registered plans. The Trustee has appointed ADSC as its agent, and may appoint other agents, to provide services to my registered plans in compliance with the Declaration of Trust.

c) The Trustee and /or ADSC has the right to reject any of my instructions, or to sell any securities in this account for legal, regulatory or eligibility reasons.

d) I am responsible for all commissions payable in respect of all trades in this account.

e) I acknowledge that I am responsible for all trades placed by me, my Dealer or my advisor and I must pay for the trade at the time the trade is placed.

f) ADSC will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by ADSC to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, ADSC provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income and issuing statements.

g) I will pay the Trustee and /or ADSC any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and /or ADSC can sell securities in this account or otherwise deduct from this account any amounts owing to them.

h) ADSC may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account ADSC has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:

- (i) Cash
- (ii) High Interest Investment Account
- (iii) Front-end money market funds/t-bill funds
- (iv) Other front-end mutual funds
- (v) Deferred sales charge money market funds/t-bill funds

(vi) Other deferred sales charge mutual funds

(vii) Front-end money market funds/t-bill funds (non-electronic)

(viii) Other front-end mutual funds (non-electronic)

(ix) Deferred sales charge money market funds/t-bill funds (non-electronic)

(x) Other deferred sales charge mutual funds (non-electronic)

(xi) Front-end asset allocation mutual funds/dollar cost averaging mutual funds

(xii) Front-end capped funds

(xiii) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds

(xiv) Deferred sales charge capped funds

(xv) Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily redeemable

(xvi) Labour-sponsored mutual funds

(xvii) Other mutual fund investments including exchange traded funds

(xviii) Other investments

i) I will deliver any securities that I sell to ADSC promptly if not held by ADSC. If I do not, ADSC may purchase the security at my expense.

j) I will notify ADSC in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices

k) Each of ADSC and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of ADSC and my Dealer also have the right to use banking information, including without limitation with respect to any deposit account I may have in connection with the provision of services to me.

l) I will advise ADSC of any changes to this account in writing.

m) I acknowledge that any update to my personal information will apply to all accounts in my client record. n) ADSC may, from time to time, amend the terms of this Account Agreement, including a new fee or amending the fees outlined in the Account Fee Schedule after giving me no less than 60 days notice of the new or amended fees.

o) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, ADSC agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and ADSC.

p) ADSC will act as principal in fixed income transactions. For trades in fixed income securities, for example Canadian issued bonds, the purchase price includes a mark-up and the sale price includes a mark-down. For purchases, this mark-up will reduce the yield that I receive. For sells, this mark-down will reduce the sale proceeds that I receive. This mark-up or mark-down represents compensation to ADSC and/or my Dealer for providing me with access to Canadian fixed income markets. The mark-up or mark-down may be negotiable with my Dealer. ADSC has established maximum mark-ups and mark-downs. The maximum is calculated as a percentage of the par value and will vary depending on the term to maturity and the issuer of the debt security.

q) ADSC will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on the trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by ADSC, or others engaged by ADSC, and each may earn revenue, in addition to the applicable commissions, based on the difference between the bid/ask rates for the currency and ADSC, or others engaged by ADSC, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.

r) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.

s) The parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.



# Tax Free Savings Account (TFSA) Application

## National Instrument 54-101 Explanation to Clients

Based on your instructions, the securities in your account with us are not registered in your name but in our name. The issuers of the securities in your account may not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

### Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuers' securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the Client Response Form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information by us, please mark the first box in Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending security holder materials to you. If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by our agent or us in accordance with our Agreement with you.

### Receiving Security Holder Materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such security holders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a security holder meeting.

In addition, reporting issuers may choose to send other security holder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive security holder materials. The three types of materials that you may decline to receive are:

- Proxy-related materials, including annual reports and financial statements, that are sent in connection with a security holder meeting;
- Annual reports and financial statements that are not part of proxy-related materials; and
- Materials that a reporting issuer or other person or company sends to security holders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the Client Response Form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Client Response Form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form. If you want to receive ONLY PROXY-RELATED materials that are sent in connection with a special meeting, please mark the third box in Part 2 of the form. (Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through Agora Dealer Services Corp. or its agents in accordance with our Agreement with you if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

### Preferred Language of Communication

Part 3 of the Client Response Form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

### Contact

If you have any questions or want to change your instructions in the future, please contact CWT @ 1.800.663.1124.

## Agora Dealer Services Corp. Tax Free Savings Account (TFSA) Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group TFSA". We agree to act as trustee for your Agora Dealer Services Corp. Tax Free Savings Account (the "TFSA") created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

- Registration:**

We will file an election to register this qualifying arrangement under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.
- Purpose of the TFSA:**

The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the "Holder". While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds. And "distribution" means any payment made under the Arrangement in full or partial satisfaction of the holder's interest in the Arrangement that is considered a distribution from a TFSA for purposes of the Tax Act. "Survivor" means an individual who is, immediately before the TFSA holder's death, a spouse or common-law partner of the holder.
- Dealer:**

In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your TFSA as your investment advisor or dealer, or on behalf of your investment advisor or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- Your Responsibility:** You are responsible for:
  - selecting investments for your TFSA and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
  - ensuring that contributions to your TFSA do not exceed the maximum contribution limits permitted by the Act;
  - ensuring that the investments held in your TFSA are at all times qualified investments for your TFSAunder the Act and immediately notifying us if an investment held in your TFSA is or becomes a non-qualified investment for your TFSA under the Act;
- Trustee's Responsibility:**

(d) providing information to the Trustee relevant to whether an investment held is a non qualified investment under the Act;

(e) providing the Trustee, upon request, with the current fair market value of any investment held in your TFSA for which there is no published market price. You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your TFSA. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your TFSA. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your TFSA, except for those taxes, interest and penalties, if any, imposed on the Trustee by the Act that are not reimbursable to the Trustee from your TFSA under the Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

The Trustee is ultimately responsible for the administration of your TFSA. The Trustee is not authorized to select investments for your TFSA and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the Act that are not reimbursable to the Trustee from your TFSA under the Act, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives.



# Tax Free Savings Account (TFSA) Application

Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.

## 6. Compliance:

The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.

## 7. Contributions:

Deposits to the TFSA that are made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you or your Agent on your behalf may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 13 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.

## 8. Investments:

TFSA assets will be invested and reinvested from time to time in accordance with your investment instructions which must comply with requirements imposed by us in our sole discretion. We are not authorized to select investments for your TFSA and will not assess the merits of the investments selected by you. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.

## 9. Non-Qualified Investments and Excess Contributions:

We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a nonqualified investment being held or acquired by the TFSA. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.

## 10. Accounting:

We will maintain records relating to the TFSA reflecting the following:

- Contributions to the TFSA;
- Name, amount and cost of investments purchased or sold by the TFSA;
- Purchases and sales of investments we hold for you in the TFSA;
- Any income or loss earned or incurred by the TFSA;
- Withdrawals, transfers and any other payments from the TFSA; and f. The balance of the TFSA.

We will send you a statement of your account at least once a year. Within the time prescribed by the Act, we will provide any applicable tax reporting.

## 11. Withdrawals:

Upon receipt of satisfactory instructions from you to withdraw all or part of the TFSA Assets, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing written instructions, from you or a Dealer, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

## 12. Refunds of Excess Contributions:

You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the Income Act (Canada) relating to Contributions that exceeded the limits that exceed the permitted under Applicable Tax Legislation. Prior to us processing written instructions, from you, you will ensure sufficient cash is in the TFSA to cover the amount requested. Once the refund is issued, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.

## 13. Transfers to the TFSA:

You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.

## 14. Transfers from the TFSA:

You may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax Legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.

## 15. Transfers for Division of Property:

You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.

## 16. Group TFSA:

If the TFSA is part of a Group TFSA. You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:

- We will not accept any further contributions to this TFSA; and
- You shall provide us with written notice to transfer the TFSA to a TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in our sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.

## 17. Fees:

We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

## 18. Social Insurance Number:

The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity.

## 19. Successor Holder and Beneficiary Designation:

If you are domiciled in a jurisdiction which by law permits you to validly designate a successor holder or a beneficiary for your Arrangement other than by Will, you may designate: (a) your spouse/common-law partner as successor holder of your Arrangement; or (b) one or more beneficiaries to receive the proceeds of your Arrangement in the event of your death. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us or by validly executed Will. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us or, in the case of a validly executed Will, as of the day of execution of the Will. We will not accept beneficiary designations that are irrevocable. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.

## 20. Death of a TFSA Holder:

Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.

## 21. Ownership and Voting Rights:

The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.





# Tax Free Savings Account (TFSA) Application

## 22. Notice to you:

Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by prepaid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.

## 23. Notice to the Trustee:

Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to it by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to it by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to it and received by it at the time of actual receipt by the Administrator.

## 24. Restrictions and Security for Indebtedness:

No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The trust is prohibited from borrowing money or other property for purposes of the TFSA. You may use your interest, or for civil law, right in the TFSA as security for a loan or other indebtedness if the conditions of subsection 146.2(4) of the Act are met.

## 25. Amendments:

We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, providing that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days notice of any amendments.

## 26. Delegation of Duties:

Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties including but not limited to accepting contributions to your TFSA, executing investment instructions, safekeeping the assets of your TFSA, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representative and responding to your concerns, and required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.

## 27. Execution of Trades:

When executing trades for your TFSA, we may engage the services of:

- (a) brokers or investment dealers registered under applicable securities laws;
- (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and
- (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.

## 28. Liability of Canadian Western Trust Company:

We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

## 29. Indemnification:

You, your heirs, executors, administrators or legal representatives and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the TFSA (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

## 30. Successor Trustee:

We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

## 31. Governing Law:

This declaration will be governed, construed and enforced in accordance with the laws of the Province of British Columbia and Canada except that where circumstances require, the terms "spouse" and "common-law partner" as used in this declaration will be recognized in accordance with the Act.

## 32. Binding:

The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.