



## PART 4 – CONSENT TO COLLECTION AND USE OF MINFORMATION

I hereby consent and agree to allow CI Investment Services Inc. (the "Agent") and TSX Trust Company (together, the "Parties") to collect personal information about me from me and from other sources (the "Information") and to use such Information to verify my identity; to administer the Account; to provide me with products and services I may request, or which are required to be provided to me by law or applicable regulatory policies; and as otherwise required or permitted by law.

The Parties may use and disclose: (i) the Information to third parties as necessary to administer the Account or as required by law or by applicable regulatory policies; and (ii) my social insurance number as required by law, including for income tax reporting purposes. The Parties may make the Information available to their employees, agents and service providers, who are required to maintain the confidentiality of the Information. In the event a service provider is located outside of Canada, the service provider is bound by, and the Information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. The Parties may also use the Information to manage their risks and operations and those of their affiliates and to comply with valid requests for information about me from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If I provide personal information about a third party (such as my spouse or beneficiary), I shall have first obtained appropriate consent from that third party to the collection, use and disclosure of their personal information by the Parties in the course of the administration of the Account, for the purposes for which I have provided it to any Party, including the purposes described herein.

By writing to the Agent, I may obtain access to the Information at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law.

## CERTIFICATION - QUALIFYING INDIVIDUAL

I hereby certify to the Parties, and I understand that the Parties are relying on such certification in opening and administering the Account, the following:

1. I am currently a resident of Canada;
2. I am at least 18 years of age; and
3. I did not, at any prior time in this calendar year or in the preceding four calendar years, inhabit as a principal place of residence a qualifying home (as that term is defined in the Income Tax Act (Canada) (the "ITA")) (or what would be a qualifying home if it were located in Canada) that was owned, whether jointly with another person or otherwise, by me or by a person who is my spouse or common-law partner.

## AGREEMENT

1. I am applying to open a CI Investment Services Inc. First Home Savings Account (the "Account"). I agree to and request that TSX Trust Company (the "Trustee") file an election with the Minister of National Revenue to register this qualifying arrangement as a First Home Savings Account under section 146.6 of Income Tax Act (Canada) (the "ITA") I acknowledge and agree that the Canada Revenue Agency will provide to the Trustee taxpayer information necessary to administer and enforce the Account.
2. The Trustee may delegate certain of its duties relating to the Account to the Agent. Only the Trustee has the authority to amend the Declaration and this Application. I agree that I have read, understood and agree to the terms and conditions of the Declaration.
3. I agree that I have read, understood and agree to the terms and conditions of the Declaration. All capitalized terms not defined herein shall have the meanings given to them in the Declaration.
4. I acknowledge that I am responsible for (i) ensuring that at all applicable times I satisfy the requirements of a "qualifying individual" under section 146.6(1) of the ITA, and (ii) determining my contribution limits, my investment decisions and whether an investment is qualified or prohibited under the tax laws, and I am aware of the consequences of acquiring and holding investments which are prohibited and/or non-qualified.
5. I declare that the information given in this Application is true, correct and complete.
6. I will notify the Agent, in a form acceptable to the Agent and the Trustee, should I no longer be resident in Canada. I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.
7. I acknowledge that I must not use my interest or right in the Account as security for a loan or other indebtedness.
8. I acknowledge and agree to be bound by the terms and Consent to Collection and Use of Information conditions of this Account as set out in this Application and the Declaration.
9. In the event of my death and as permitted by law, I acknowledge that the proceeds in the Account will be paid to the Successor Account Holder I have designated, or, failing such designation, to the beneficiary(ies), if any, whom I have designated. Otherwise, such proceeds will be paid to my estate.

**Note to Holders Domiciled in Quebec:** Successor Holder Designations and Beneficiary Designations are not accepted in Quebec.

It is my wish that all documents relating to the Account have been and shall be drawn up in the English language only. C'est mon désir que tout document de rapportant au régime soient rédigés en anglais seulement.

## SIGNATURE OF HOLDER

Signature of Holder: \_\_\_\_\_

Dated: \_\_\_\_\_

Acceptance by CI Investment Services Inc. as an Agent for of TSX Trust Company



Date \_\_\_\_\_

# Self-Directed First Home Savings Account Declaration of Trust

TSX Trust Company (the "Trustee", "Issuer", "we" or "us") will act as trustee of an arrangement for a CI Investment Services Inc. First Home Savings Account ("Account"), as defined under the *Income Tax Act* (Canada) (the "Act"), with the applicant named in the attached application form (the "Application"), or at or after the death of the applicant, with the spouse or common-law partner who is the applicant's survivor designated in accordance with the first paragraph of Section 15 (referred to in Section 15 as "Successor Account Holder"). The applicant and, after the applicant's death, the Successor Account Holder is known as the "Account Holder". The Account is governed by the terms and conditions of this declaration of trust (the "Declaration"), the Application and applicable law including, without limitation, the Act.

The Trustee may delegate the performance of any of the Trustee's tasks, duties and responsibilities in respect of the Account to CI Investment Services Inc. (the "Agent"). References to "Trustee" herein shall also refer to the Agent where the Agent is acting as delegate of the Trustee, except that the Trustee shall, however, remain ultimately responsible for the administration of the Account.

The terms "spouse", "common-law partner" and "survivor" have the same meanings as defined or used under the Act, as it may be altered or amended from time to time. The Account Holder is referred to as the "holder" in the Act.

**1. REGISTRATION AND PURPOSE:** The Trustee and the Account Holder agree that the Trustee shall file with the Minister of National Revenue an election to register the qualifying arrangement as a "first home savings account" or "FHSA", as defined in the Act, in the form and manner required under the Act and in any applicable Regulations under the Act, under the Account Holder's Social Insurance Number. The purpose of the arrangement is to provide for contributions to be made to the Trustee in consideration of, or to be used, invested or otherwise applied for the purpose of, the Trustee making distributions under the arrangement to the Account Holder. The Account shall be administered in accordance with the applicable requirements of the Act and any similar applicable legislation of a Province of Canada relating to first home savings accounts (the "Applicable Legislation"). If the arrangement is entered into prior to April 1, 2023, it will not come into effect until April 1, 2023, or such later date as contemplated herein.

**2. ACCOUNT HOLDER:** The Account Holder has confirmed on the Application being a "qualifying individual", as defined in Section 146.6(1) of the Act. The statements relating to the Account Holder's date of birth, residency and principal place of residence on the Application shall constitute a certificate by the Account Holder to such effect and an undertaking to furnish such further evidence as may be required for the provision of a first home savings account. Notwithstanding its execution by the Trustee, the Application is subject to certain legal restrictions and the Trustee reserves the right not to accept an Application where, in its sole discretion, it believes that the Application is not or may not be consistent with these restrictions.

**3. CONTRIBUTIONS AND TRANSFERS IN:** Contributions and transfers (from another FHSA) of cash and other property accepted by the Trustee may be made to the Account by the Account Holder. No one other than the Account Holder may make a contribution to the Account. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be a contribution to the Account. The property of the Account shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held in trust by the Trustee and used, invested or otherwise applied, in accordance with this Declaration, for the purpose of the Trustee making distributions out of or under the Account (in accordance with Section 12) to the Account Holder. Notwithstanding anything in this Declaration, the Trustee may decline to accept any particular contribution or transfer in its sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time.

**4. INVESTMENTS:** The Account shall be invested and reinvested by the Trustee exclusively on the instructions of the Account Holder (or of a person authorized by the Account Holder, in a form and manner satisfactory to the Trustee, to manage the investments of the Account).

Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers), to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Account, except as otherwise expressly provided in this Declaration. Other than its duties with respect to the Account or its property as expressly stated in this Declaration, the Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Account Holder.

The Account Holder shall not sign any document or authorize any action for the Account in the name of the Trustee or the Agent, including permitting any property in the Account to be used as security for a loan, without first having authorization from the Trustee and complying with subsection 146.6(11) of the ITA.

The Trustee will only accept funds in Canadian or U.S. currency. The acceptance of any other foreign currency is at the sole discretion of the Trustee. The Trustee may deposit any uninvested cash in the Account into an interest-bearing account at a financial institution selected by the Trustee. Cash balances so deposited with any such financial institution will be insured only to the extent such coverage is provided by the Canada Deposit Insurance Corporation (CDIC), and neither the Trustee nor its Agent shall be responsible for any claims made regarding additional amounts. The Trustee will credit interest earned on the cash to the Account at such time as the Trustee, in its sole discretion, may determine.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Account Holder provide in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including but not limited to any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Act, applicable laws, regulations, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

The Account Holder agrees not to provide any instructions or series of instructions that would cause the Account to contravene the Act. For greater certainty, Account Holder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Declaration.

**5. Qualifying Withdrawal:** You may, in writing and in a form prescribed in the Regulations under the Act request a "qualifying withdrawal", as defined in the Act, from the trust provided that you satisfy all of the applicable requirements under the Act and provide us with all information and confirmations that you require in respect of such a request. In order to make such payment, we may sell all or part of any of the investments, to the extent we deem appropriate. We will withhold any taxes and charges required at the time of withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of any sold Arrangement Assets or for any losses that may result from such sales.

**6. RECORD KEEPING FOR THE ACCOUNT:** The Trustee will record all contributions and transfers made to the Account, all investment transactions and investment earnings, gains and losses and all distributions and transfers made from the Account. The Agent will prepare periodic statements of the Account.

**7. TAXES AND ASSESSMENTS:** The Trustee shall pay out of the assets of the Account ("Account Assets") and other property of the Account any taxes or other assessments payable or levied under any applicable laws in respect of the Account (other than those taxes and assessments imposed on the Trustee under the Act). The Trustee shall withhold from any amounts payable under the Account any amounts so required to be withheld, any taxes or other assessments payable by the Account under the Act and Applicable Legislation.

**8. NON-QUALIFIED AND PROHIBITED INVESTMENTS:** The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non-qualified or prohibited investment (as those terms are defined under the Act) for a FHSA. However, if the Account becomes liable for tax, interest or penalties under the Act (other than those imposed on the Trustee under the Act) or Applicable Legislation, the Trustee may realize sufficient investments of the Account, selected in its sole discretion, to pay the liability and shall not be liable for any resulting loss.

**9. ADVANTAGE EXTENDED:** If an advantage (as defined under the Act) in relation to a FHSA is extended to the Account Holder or to a person who does not deal at arm's length with the Account Holder, it is the responsibility of the Account Holder to file any forms or returns required under the Act and pay the tax under Part XI.01 of the Act, except if the advantage is extended by the Trustee (or by the Agent, acting as the agent of the Trustee) or by a person with whom the Trustee is not dealing at arm's length.

**10. NO CARRYING ON BUSINESS:** The Account Holder agrees not to provide any instructions or series of instructions that could be constituted as using the Account to carry on a business for the purposes of the Act. For greater certainty, the Account Holder acknowledges that this includes, but is not limited to, using the Account for "day-trading" or other high volume trading that may constitute carrying on a business under the Act. If the Account is found to have been used to carry on a business, the Account Holder will be solely liable for any tax, penalties and interest in respect thereof.

**11. NO USE OF INDEBTEDNESS:** The trust constituted pursuant to this Declaration is prohibited from borrowing money or any other property for the purposes of the Account. The Account Holder shall not provide any instructions to borrow or instructions or series of instructions that would result in the Trustee having borrowed funds for the purposes of the Account under the Act. For greater certainty, the Account Holder acknowledges that this includes, but is not limited to, having borrowed due to purchasing assets prior to the settlement of the sale of the other assets. The Account Holder will be solely liable for any tax penalties and interest arising in respect of any indebtedness arising in connection with the Account, except as prohibited by the Act.

**12. DISTRIBUTION TO ACCOUNT HOLDER:** The Account Holder may at any time instruct the Trustee to make a payment out of or under the Account, in satisfaction of all or part of the Account Holder's interest in the Account. The Account Holder may at any time instruct the Trustee to make distributions from the Account to reduce the amount of tax otherwise payable by the Account Holder under Section 207.021 of the Act. We will not be responsible for determining the amount of any such distribution.

In the event the Account Holder seeks distribution of some, but not all, of the assets in the Account in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Account Holder be distributed.

**13. TRANSFERS:** The Account Holder may at any time direct the Trustee to make a transfer of all or any part of the property of the Account (or an amount equal to its value) directly from the Account to another FHSA of which the Account Holder is the holder or to a registered retirement savings plan or registered retirement income fund under which the Account Holder is the annuitant.

Upon completion of any such transfer, the Trustee shall have no liability to the Account Holder with respect to the assets of the Account so transferred or with respect to any obligations relating thereto.

In the event the Account Holder seeks to transfer some, but not all, of the assets in the Account to another FHSA in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Account Holder be transferred.

**14. TRANSFER UPON BREAKDOWN OF MARRIAGE OR COMMON - LAW PARTNERSHIP:** Subject to any reasonable requirements we may impose, the Account Holder may at any time instruct the Trustee to make a transfer directly from the Account to another FHSA of which the holder is the spouse or common-law partner or former spouse or common-law partner of the Account Holder, if (a) the Account Holder and the Account Holder's spouse or common-law partner or former spouse or common-law partner are living separate and apart at the time of transfer; and (b) the transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the individuals in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership. Such transfers will take effect in accordance with the Act and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Account Assets is transferred under this Section 14, the Account Holder may request in writing which Account Assets will be transferred or sold; otherwise, we will transfer or sell the Account Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.

**15. DEATH OF ACCOUNT HOLDER:**

(a) **OUTSIDE OF QUEBEC:** Where permitted by applicable law, the applicant named in the Application (in this Section 15, the "Initial Account Holder") may appoint his or her spouse or common-law partner as a "Successor Account Holder" of the trust constituted pursuant to this Declaration in the event of the death of the Initial Account Holder. Such appointment shall be made using a form provided by the Agent and shall be effective on the death of the Initial Account Holder, provided the individual who is appointed is the Initial Account Holder's survivor. The Account Holder may change or revoke such an appointment by written notice to the Agent in a form determined by the Agent from time to time. A Successor Account Holder shall, at and after the death of the Initial Account Holder, have all of the Initial Account Holder's rights as the holder of the Account provided the individual so appointed is the Initial Account Holder's survivor. The rights acquired by the individual so appointed include the unconditional right, at and after the death of the Account Holder, to revoke any beneficiary designation made (or similar direction imposed) by the Account Holder under the paragraph below or relating to the property held in connection with the Account.

Where permitted by applicable law, the Account Holder may designate (and may add, change or delete) a beneficiary or beneficiaries of the Account in accordance with, and in the form and manner provided by, applicable law. A beneficiary so designated may be (or include) the Account Holder's spouse or common-law partner. After the death of the Account Holder, the Trustee will distribute the property of the Account in accordance with applicable law to any beneficiaries of the Account so designated (except that, if the Account Holder's survivor is appointed under the paragraph above, the provision of the paragraph above will take precedence). Where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable law, the Trustee will distribute the property of the Account to the legal personal representative(s) of the Account Holder. The Account Holder is solely responsible for ensuring that any designation of beneficiary is effective under applicable laws.

Where provided for by the Agent, the Account Holder may designate a beneficiary under the Account by electronic signature except where prohibited by Applicable Legislation.

On the death of the Account Holder, and upon receipt of official documentation including satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as the Trustee may require, the Trustee will distribute the property of the Account in accordance with this Section 15. The Trustee and the Agent will be fully discharged by such payment or transfer. Where the Trustee does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion distribute the Account to the spouse or common-law partner, beneficiary or beneficiaries or the legal personal representative(s) of the Account Holder. The Trustee may in its discretion liquidate all or any part of the Account before making any such distribution. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the property at the time. In the event the Trustee determines that it is advisable or desirable to pay part or all of the property of the Account into court, the Trustee shall be entitled to be indemnified out of the property of the Account for its costs and expenses, including legal costs, of doing so. Subject to applicable laws, we will not be liable for losses caused by any delay in making payments into court or to the beneficiary or the legal personal representative(s).

(b) **QUEBEC:** The Initial Account Holder may appoint his or her spouse or common-law partner as a Successor Account Holder of the trust constituted pursuant to this Declaration in the event of the death of the Initial Account Holder. If the Account Holder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the Account Holder should do so in a will or other written document that meets the requirements of the applicable Quebec legislation. The Account Holder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the Applicable Legislation.

On the death of the Account Holder, and upon receipt of official documentation including satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as the Trustee may require, the Trustee will distribute the property of the Account in accordance with this Section 15(b). Should no instructions be given on behalf of the Account Holder or their estate or failing any valid property claim made on behalf of the Account Holder or their estate, the Trustee shall keep and hold the property as an administrator vested with the simple administration as provided under the Civil Code of Quebec, until such time as the property becomes unclaimed property. In the meantime, the Trustee as the administrator of the property of others shall be entitled to be indemnified out of the property of the Account for its costs and expenses. Any property unclaimed shall then be paid or distributed to the appropriate governmental authority in accordance with the *Unclaimed Property Act* (Quebec) or any other Applicable Legislation, without any liability on the part of the Trustee, its representatives and/or agents.

Nothing in this Section 15 shall prevent the Trustee from liquidating all or any part of the Account before making a distribution. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the property at the time.

Where provided for by the Agent, the Account Holder may designate a beneficiary under the Account by electronic signature except where prohibited by Applicable Legislation.

**16. OTHER CONDITIONS:** The Account shall be maintained for the exclusive benefit of the Account Holder (determined without regard to any right of a person to receive a payment out of or under the Account only on or after the Account Holder's death). While there is a holder (as defined in the Act) of the Account, only the Account Holder and the Trustee shall have any rights under the Account relating to the amount and timing of distributions and the investing of the assets of the Account ("Account Assets").

**17. CEASING TO BE A FHSA:** The Account shall cease to be a FHSA at:

- subject to (b) below, the earliest of the following times:
  - the end of the "maximum participation period" (as that term is defined in Section 146.6(1) of the Act) of the last Account Holder;
  - the end of the year following the year of the death of the last Account Holder;
  - the time at which the arrangement ceases to be a "qualifying arrangement" (as that term is defined in Section 146.6(1) of the Act); or
  - the time at which the arrangement is not administered in accordance with the conditions in Section 146.6(2) of the Act; or
- a later time specified by the Minister in writing.

If the Account ceases to be a FHSA, the Account will nevertheless continue as a trust for the benefit of the Account Holder governed by this Declaration and the Application, except that no further contributions or transfers may be made to the Account under Section 3 and no transfers or distributions may be made under Sections 13 or 14. The trust ends, and this Declaration terminates, at the time when all the property of the Account has been disbursed, whether as a distribution to the Account Holder, spouse, common-law partner, beneficiary and/or legal personal representative of the Account Holder or paid or charged on account of fees, commissions, expense, taxes penalties and interest except for taxes and penalties imposed on the Trustee under the Act.

**18. FAILURE TO BE A FHSA:** The Account will not qualify as a FHSA until it is registered under the Act. An Account that is not registered will not qualify for tax benefits. Contributions will be held in a non-interest bearing unregistered account and all interest earned will be taxed in the hands of the Account Holder (and the Trustee shall be indemnified in relation to any expenses incurred with respect thereto in accordance with Section 24).

In the event that the Account fails to attain registered status, or becomes unregistered, the Trustee may, in its sole discretion, transfer the account property to a new (non-registered) account opened on the Account Holder's behalf. The Trustee shall be entitled to place a hold on some or all of the assets in the new account until the documentation required in accordance with Section 23 is received and may use such funds to satisfy the indemnities set out in Sections 19 and 24 herein.

The Account Holder is solely responsible for ensuring that the information provided to the Trustee upon account opening is consistent with the information on file with the Canada Revenue Agency. The Account Holder is solely responsible for contacting the Canada Revenue Agency to rectify any inconsistencies in this information.

The Account Holder is solely responsible for any income tax implications that may arise as a result of the original account failing to attain registered status. It remains the Account Holder's responsibility to reapply for registered status and to report any income. The Trustee will not resubmit an application for registration. This remains the responsibility of the Account Holder.

**19. THIRD-PARTY ORDERS OR DEMANDS:** The Trustee shall be indemnified out of the Account Assets in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Account or part or all of its property, or to issue payment from the Account, with or without instructions from the Account Holder or in contradiction of instructions of the Account Holder. The Trustee or the Agent retains the ability to restrict trading upon receipt of an order or demand. Neither the Trustee nor the Agent will be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Account, the Account Holder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized person to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Account or related to the Account and shall similarly be entitled to indemnify out of the property of the Account for so doing. In the event the property of the Account shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Account the Account Holder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

**20. OWNERSHIP AND VOTING RIGHTS:** The Trustee may hold any property or investment of the Account in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any investments held in the Account may be exercised by the Account Holder and the Account Holder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with applicable laws.

**21. FEES, EXPENSES, TAXES, INTEREST AND PENALTIES:** The Trustee and/or the Agent may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time, provided that the Trustee and/or the Agent will give reasonable prior written notice to the Account Holder of a change in the amount of such fees. Such fees may be paid for out of, or recovered from, the property of the Account, to the extent that they are not paid when due by the Account Holder.

The Account Holder acknowledges that The Agent (or an affiliate) may charge fees, commissions and expenses to the property of the Account in its capacity as the investment advisory firm for the Account Holder.

The Trustee and/or the Agent may charge expenses incurred by the Trustee and/or the Agent in the administration of the Account. Such expenses may be paid out of, or recovered from, the property of the Account, to the extent that they are not paid when due by the Account Holder.

All taxes, penalties, and interest applicable to the Account except for taxes and penalties imposed on the Trustee under the Act (for greater certainty this does not include amounts that may be imposed under Part XI.01 of Act on the holder or the issuer of the Account (as defined in the Act)), shall be charged to the Account Holder. Such taxes, interest and penalties will be paid for by, or recovered from the Account Holder.

The Trustee may, without instructions from the Account Holder, apply any cash held in the Account for the payment of fees or expenses charged to the Account. Where there is insufficient cash in the Account at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Account Holder regarding which investments of the Account to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Account Holder at the last address provided by the Account Holder, the Trustee or the Agent does not receive satisfactory instructions from the Account Holder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the property of the Account in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time; in the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

**22. INSTRUCTIONS:** The Trustee and /or the Agent shall be entitled to rely upon instructions received from the Account Holder, in accordance with applicable laws, by the Account Holder to give instructions on behalf of the Account Holder or from any person purporting to be the Account Holder or such designated person, as if they were from the Account Holder. The Trustee and/or the Agent may, in its sole discretion, without incurring any liability to the Account Holder or any other person, decline to act upon any instruction.

**23. DOCUMENTATION:** Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate prior to accepting a contribution or transfer in, in accordance with Section 3, acting on investment instructions in accordance with Section 4, making a distribution in accordance with Section 12, making a transfer in accordance with Section 13, making a transfer in accordance with Section 14, recognizing the acquisition or making the distribution under Section 15, or taking any other action resulting in the transfer of assets to or from the Account.

**24. NO LIABILITY:** Except as otherwise provided in the Act, neither the Trustee nor the Agent is responsible for determining whether an investment made under the Account, according to the Account Holder's directions is or remains a qualified investment within the meaning of the Act. If the Trustee or the Agent is liable for:

- any tax, interest or penalty that may be imposed on the Trustee in respect of the Account, or
- any other charges levied or imposed by any governmental authority on or relating to the Account,

as a result of the purchase, sale or retention of any investment including, without limitation thereof, non-qualified investments or prohibited investments within the meaning of the Act, the Trustee or Agent shall be reimbursed out of the Account Assets therefor, or may pay any of these taxes, interest, penalties or charges out of the Account Assets except for taxes and penalties imposed on the Trustee under the Act. If the Account Assets are insufficient to pay any such taxes, interest, penalties or charges incurred, or if taxes, interest, penalties or charges are imposed after the Account has been terminated, the Account Holder agrees to pay or reimburse the Trustee directly for any such taxes, interest, penalties or charges.

Except as otherwise provided in the Act, the Trustee and the Agent will not be liable for any cost incurred in the performance of their duties as set out herein or in the performance of their duties under the Act. Unless caused by the Trustee's or the Agent's bad faith, willful misconduct or gross negligence, the Trustee and the Agent will not be liable for any loss or damage suffered or incurred by the Account, the Account Holder or any beneficiary under the FHSA, caused by or resulting from:

- any loss or diminution of the Account Assets;
- the purchase, sale or retention of any investment;
- payments out of the Account that are made in accordance herewith;
- or
- acting or declining to act on any instructions given to the Trustee or Agent by the Account Holder or an individual purporting to be the Account Holder.

For greater certainty, in no event shall either the Trustee or its Agent have any liability to the Account Holder (or to the spouse or common-law partner of the

Account Holder, or any beneficiary or legal personal representative of the Account Holder) for any special, indirect, reliance, incidental, punitive, consequential, economic or commercial loss or damage of any kind whatsoever (whether foreseeable or not), suffered or incurred by the Account Holder or any beneficiary under the Account (including without limitation, loss of profits or revenue, failure to realize expected savings or other economic losses and costs), howsoever arising, resulting or caused.

Except as otherwise prohibited by law, the Account Holder, their legal personal representatives and each beneficiary of this Account will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, interest and penalties which may be imposed on the Trustee in respect of the Account or any losses incurred by the Account as a result of the acquisition, retention or transfer of any investment or as a result of payments or distributions out of the Account made in accordance with these terms and conditions or as a result of the Trustee or its Agent acting or declining to act upon any instructions given to it by the Account Holder and any costs or expenses of the Trustee and the Agent related thereto (including legal fees).

Except as otherwise prohibited by law, in the event the Account Holder breaches this Declaration, the Account Holder, his/her legal personal representatives and each beneficiary of this Account will indemnify and save harmless the Trustee and its Agent in respect of any loss, damage, or other expense (including legal fees) incurred by the Trustee or the Agent related to such breach.

In all cases where the Trustee or the Agent are entitled to be indemnified, they shall be entitled to cause such indemnity to be paid from the Account Assets.

**25. UNCLAIMED BALANCES:** The Account Assets may be deemed to be abandoned or unclaimed as per the definitions of any applicable provincial legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.

The Trustee may, after making reasonable efforts to contact the Account Holder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.

The property, and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.

The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Account Holder's name, or to a new account which would be opened on the Account Holder's behalf. The Account Holder may at any time, or as prescribed in any Applicable Legislation, instruct the Trustee to return the property/proceeds of liquidation to the Account Holder's control and/ or possession.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in Section 21 hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Account Holder. The Account Holder authorizes the Trustee to take this action and share the personal information of the Account Holder reasonably required to contact the Account Holder.

**26. AMENDMENT:** Only the Trustee has the authority to amend this Declaration and the Application. The Trustee may from time to time in its discretion amend this Declaration or the Application which comprise the Account as long as any amendment will not disqualify the Account as a FHSA acceptable for registration under the Act or any Applicable Legislation. We will give you 30 days' written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Act.

**27. REPLACEMENT OF TRUSTEE:** The Trustee may resign upon 90 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). The Agent may terminate the Trustee as trustee upon 90 days' prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Where the Trustee resigns or is terminated, the Agent shall appoint a successor trustee (the "Successor Trustee") who is permitted to be the issuer of a FHSA under the Act. If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Account and will be reimbursed from the Account Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed, at which time the Trustee shall be released and discharged from all duties and liabilities under this Declaration.

**28. LIABILITY:** The limitations of liability provided in Sections 21 and 24, any indemnity hereunder and any authority granted hereby for reimbursement out of the Account will extend to and save harmless the Plan Sponsor.

**29. NOTICE:** Any notice given by the Trustee to the Account Holder regarding the Account (including this Declaration) shall be sufficiently given if it is delivered to the Account Holder personally or if it is mailed, postage prepaid, to the Account Holder at the address set out in the Application or the last address provided by the Account Holder. If mailed, any such notice shall be deemed to have been delivered by the second business day following the day of mailing.

**30. BINDING:** The terms of this Declaration shall be binding upon the survivor, beneficiaries, heirs, executors and administrators of the Account Holder and upon the respective successors and assigns of the Trustee and the Agent. This Declaration may be assigned or transferred by the Trustee at any time to a person who is permitted to be the issuer of a FHSA under the Act; however, the Account Holder may not assign or transfer this Declaration.

**31. GOVERNING LAW:** This Declaration shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of legislation referred to in this Declaration is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.

**32. ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** The Account Holder hereby confirms that they understand that the information contained in the Application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access the Application, answer any questions the Account Holder may have regarding the Application and the Account, and manage the Account and the Account Holder's instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, the Account Holder and any other person that the Account Holder expressly authorizes in writing. The Account Holder is entitled to consult their file and to have anything in it corrected. In order to exercise these rights, the Account Holder must notify us in writing.

**33. LANGUAGE:** Any Quebec Account Holder acknowledges that he, she or it expressly wishes that all documents, contracts and communications be drawn up in the English language only. *L'investisseur reconnaît que il ou elle souhaite expressément que tous les documents, tous les contrats et toutes les communications soient rédigés uniquement en anglais.*