

**Type of request**

New account  Account update  Change of successor holder / beneficiary

**Currency of the account**

Canadian Dollars (\$)  US Dollars (\$)

**Account Holder Information**

Mr.  Mrs. **Mandatory**

\_\_\_\_\_ Last name \_\_\_\_\_ First name & initials \_\_\_\_\_ Social Insurance Number  
(mm / dd / yyyy)

\_\_\_\_\_ Home Address \_\_\_\_\_ Apt. \_\_\_\_\_ Birth Date \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Home Phone Number \_\_\_\_\_ Business Phone Number \_\_\_\_\_

**Successor Holder Designation and Beneficiary Designation (Not Applicable In Quebec)**

Successor Account Holder: Where permitted by law, I hereby designate my spouse or common-law partner ("Spouse"), named below, to become the Successor Account Holder and acquire all of my rights as the holder of the Account in accordance with the terms of the declaration of trust (the "Declaration") in the event of my death before termination of the Account, if he or she survives me. I reserve the right to change or revoke this designation as permitted by law, in accordance with the terms of the Declaration.

**OR**

Where permitted by law, if I have not elected a Successor Account Holder, then I designate the person identified below as the Account beneficiary entitled to receive all amounts payable under the Account upon my death. The beneficiary designation forms part of the Application and Declaration for the Account and will apply to all property held under the Account on my death.

\_\_\_\_\_ Name of Successor Holder / Beneficiary \_\_\_\_\_ Successor Holder / Beneficiary Social Insurance Number \_\_\_\_\_

\_\_\_\_\_ Address of Successor Holder / Beneficiary \_\_\_\_\_ Relationship to Holder / Beneficiary \_\_\_\_\_

In certain provinces, a beneficiary designation, or any revocation thereof, can only be made by will. In some cases, the rights of my spouse or common-law partner as may be defined under applicable provincial law may override such beneficiary designation. Also, a beneficiary designation will not automatically change as a result of a future relationship or relationship breakdown; it may be necessary to complete a new designation for this purpose. Electronic beneficiary designations may not be permitted in certain provinces. I am solely responsible for ensuring that this beneficiary designation is valid under the laws of Canada, its provinces or territories and that this beneficiary designation is changed when appropriate. If I am domiciled in Canada when I die, I acknowledge that this beneficiary designation will be governed under the laws of the province or territory of my domicile at the time of my death. If I am not domiciled in Canada at the time of my death, then the laws of the province or territory where I was domiciled at the time of execution of this form will apply. Otherwise, the laws of Ontario will apply. I declare that any property passing to a beneficiary from the Plan, the value of such property, and any and all income or capital gain or other benefit arising from such property, shall remain the exclusive property of a beneficiary and shall be excluded from a beneficiary's net family property or community of property or the value of a beneficiary's assets for the purposes of division of property on a beneficiary's separation, divorce, annulment or death as contemplated by any statute dealing with matrimonial or family property in any jurisdiction to the extent allowed by law.

**Consent to Collection and Use of Information**

I hereby consent and agree to allow CI Investment Services Inc. (the "Agent") and TSX Trust Company (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

**Agreement**

- I am applying to open a CI Investment Services Inc. Self-Directed Group Tax-Free Savings Account (the "Account"), and request TSX Trust Company (the "Trustee") to file an election with the Minister of National Revenue to register this qualifying arrangement as a Tax-Free Savings Account under section 146.2 of the Income Tax Act (Canada).
- The Trustee may delegate certain of its duties relating to the Account to the Agent.
- I agree that I have read, understood and agree to the terms and conditions of the Declaration.
- I acknowledge that I am responsible for determining my contribution limits, my investment decisions and whether an investment is permitted 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. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, sale or retention of any investment.
- I declare that the information given in this Application is true, correct and complete.
- 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.
- I acknowledge that I must and will notify the Agent should I wish to use my interest or right in the Account as security for a loan or other indebtedness.
- I acknowledge and agree to be bound by the terms and conditions of this Account as set out in the Application, the Declaration, and any relevant addendum to the Account.
- 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.

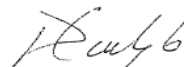
Note to Holders Domiciled in Quebec: Successor Holder Designations and Beneficiary Designations are not accepted in Quebec. It is my wish that all documents relating to the Account have been and shall be drawn up in the English language only. C'est mon désir que tout document de rapportant au régime soient rédigés en anglais seulement.

**Holder's Signature**

Dated at \_\_\_\_\_ province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_ Holder's Signature \_\_\_\_\_

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



\_\_\_\_\_ Date \_\_\_\_\_

# Self-Directed Tax-Free Savings Account Declaration of Trust

TSX Trust Company (the "Trustee", "we" or "us") will act as trustee of an arrangement for a **CI Investment Services Inc. ("CIIS") Self-Directed Tax-Free 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 14 (referred to in Section 14 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 Inc. ("CIIS")** (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", "distribution", "qualifying arrangement" 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 will file an election with the Minister if National Revenue to register the qualifying arrangement as a tax-free savings account ("TFSA") under the Act and any applicable provincial legislation relating to the Account. The Minister of National Revenue may decline to register the Account for any reason, including but not limited to, the filing of incorrect or incomplete personal information.

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 on or after the Account Holder's death) for the purpose of making distributions to the Account Holder. Only the Account Holder and the Trustee shall have any rights with respect to the amount and timing of distributions and the investing of funds.

**2. ACCOUNT HOLDER:** The Account Holder must be an individual (and not a trust), who is at least 18 years of age. The statement of the Account Holder's date of birth on the attached application or otherwise shall constitute a certification by the Account Holder and an undertaking to furnish such further evidence of proof of age as may be required by the Trustee.

**3. CONTRIBUTIONS AND TRANSFERS IN:** Contributions and transfers (from another TFSA) of cash and other property accepted by the Trustee may be made to the Account by the Account Holder (*but no one other than the Account Holder may make a contribution*). 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 11) 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.

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. RECORDKEEPING 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.

**6. EXCESS CONTRIBUTIONS OR CONTRIBUTIONS BY NON-RESIDENT:** It is the responsibility of the Account Holder to determine whether there is an excess TFSA amount (as defined under the Act) of the Account Holder at any time in a year or to determine whether he/she makes a contribution to the Account at a time when he/she is a non-resident of Canada for income tax purposes. If there is an excess TFSA amount or if a contribution is made by the Account Holder when he/she is non-resident, it is the responsibility of the Account Holder to file a Tax-Free Savings Account Return (Form RC243) and any other form required under the Act and pay the applicable tax under the Act. The Trustee and the Agent will not be liable for any tax payable by the Account Holder under the Act.

**7. 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 investment (as defined under the Act) for a TFSA. However, if the Account acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a TFSA, or if property held in the Account becomes a non-qualified investment or a prohibited investment for a TFSA, it is the responsibility of the Account Holder to file a Tax-Free Savings Account Return (Form RC243) and any other form required under the Act and pay the applicable tax under the Act.

**8. ADVANTAGE EXTENDED:** If an advantage (as defined under the Act) in relation to a TFSA 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 a TFSA Return (Form RC243) 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.

**9. 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 liable for any tax, penalties and interest in respect thereof.

**10. 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, provided that 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.

**11. 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 207.02 or 207.03 of Part XI.01 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.

**12. TRANSFER TO ACCOUNT HOLDER:** 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 TFSA of which the Account Holder is the holder.

In the event the Account Holder seeks to transfer some, but not all, of the assets in the Account to another TFSA 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.

**13. 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 TFSA 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 Plan Assets is transferred under this Section 13, you may request in writing which assets of the Account ("Account Assets") you wish us to transfer or sell; otherwise, we will transfer or sell the Account Assets that we deem appropriate. No transfer will be made until all fees and charges have been paid.

**14. DEATH OF ACCOUNT HOLDER:**

(a) **OUTSIDE OF QUEBEC.** The applicant named in the Application (in this Section 14, 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.

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 14. 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 14(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 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.

**15. OTHER CONDITIONS:** The Account will be maintained for the exclusive benefit of the Account Holder (determined without regard for the right of a person to receive a payment out of or under the Account only on or after the death of the Account Holder, in accordance with Section 14). While there is an Account Holder, no one other than the Account Holder or the Trustee has rights under the Account relating to the amount and timing of distributions and the investing of funds. Subject to the Act and applicable law, the Account Holder may use his/her interest or, for civil law, right in the Account as security for a loan or other indebtedness if the conditions of subsection 146.2(4) of the Act are met, but the Account Holder will not sign any document or authorize any action for the Account in the name of the Trustee or the Agent, including using his/her interest or, for civil law, right in the Account (or permitting any property of the Account to be used) as security for a loan or other indebtedness, without first having authorization from the Trustee.

**16. CEASING TO BE A TFSA:** The Account shall cease to be a TFSA immediately before the earliest of the following times: (i) the time at which the last Account Holder dies; (ii) the time the Account ceases to be a qualifying arrangement (as defined under the Act); or (iii) the earliest time at which the Account is not being administered in accordance with the conditions in subsection 146.2(2) of the Act. If the Account ceases to be a TFSA, the Account will nevertheless continue as a trust for the benefit of the Account Holder governed by this Declaration and the attached 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 12 or 13. 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.

**17. FAILURE TO BE A TFSA:** The Account will not qualify as a TFSA 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 23).

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 22 is received and may use such funds to satisfy the indemnities set out in Sections 18 and 23 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.

18. **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.
19. **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.
20. **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.
21. **INSTRUCTIONS:** The Trustee and/or the Agent shall be entitled to rely upon instructions received from the Account Holder or from any person designated in writing, 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.
22. **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 sole 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 11, making a transfer in accordance with Section 12, making a transfer in accordance with Section 13, recognizing the acquisition or making the distribution under Section 14, or taking any other action resulting in the transfer of assets to or from the Account.
23. **NO LIABILITY:** The Account Holder shall be responsible for selecting the investments of the Account, ensuring that an investment is and continues to be a qualified investment and determining whether any such investment is not and continues not to be a prohibited investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. 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 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 TFSA, 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.

24. **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 20 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.
25. **AMENDMENT:** 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 TFSA 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.
26. **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 TFSA 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.
27. **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.
28. **LIABILITY:** The limitations of liability provided in paragraphs 20 and 23, any indemnity hereunder and any authority granted hereby for reimbursement out of the Account will extend to and save harmless the Plan Sponsor.
29. **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 TFSA under the Act; however, the Account Holder may not assign or transfer this Declaration.
30. **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.
31. **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.
32. **LANGUAGE: Any Quebec Planholder 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.**