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# Account Agreement & Disclosure Document



## **Table of Contents**

<b>1. Definitions and Interpretation .....</b>	<b>3</b>
<b>2. About Aviso Correspondent Partners .....</b>	<b>3</b>
<b>3. Relationship Disclosure.....</b>	<b>3</b>
<b>4. Account Agreement.....</b>	<b>7</b>
<b>5. Shareholder Communication Information.....</b>	<b>17</b>
<b>6. Protection of Privacy.....</b>	<b>18</b>
<b>7. Strip Bonds and Strip Bond Packages Information Statement .....</b>	<b>19</b>
<b>8. Declarations of Trusts.....</b>	<b>22</b>
<b>9. Aviso Financial Family Education Savings Plan Terms and Conditions.....</b>	<b>54</b>
<b>10. Aviso Financial Individual Education Savings Plan Terms and Conditions .....</b>	<b>67</b>

Thank you for choosing Aviso Correspondent Partners. This Account Agreement & Disclosure Document sets out the terms and conditions applicable to your Aviso Correspondent Partners Account. It is important that you read, understand, and acknowledge the information contained in this document before you submit the Application for your Account, and consider this Agreement in conjunction with the consents, acknowledgements and certifications included in the Application and any other documents that we may provide to you at account opening and from time to time. If you have any questions about your Account, the agreements, or documents applicable to it, or your relationship with Aviso Correspondent Partners, please contact your Portfolio Manager.

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Account Agreement & Disclosure Document, unless otherwise indicated, the following terms have the meanings set out below:

- **“Account”** means your account with Aviso Correspondent Partners;
- **“Agreement”** means this Account Agreement & Disclosure Document;
- **“Application”** means the Account Application form and related documents that you are required to complete in order to open your Account;
- **“Aviso Correspondent Partners”** means Aviso Financial Inc.;
- **“Aviso”** means Aviso Wealth Inc., parent company of Aviso Financial Inc.;
- **“CIRO”** means the Canadian Investment Regulatory Organization;
- **“Portfolio Manager”** means the registered portfolio manager (and its affiliates and subsidiaries) that you have a relationship with and that referred you to Aviso Correspondent Partners;
- **“Processing Institution”** means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- **“Processing Institution Account”** means the account at the Processing Institution;
- **“we”, “us” and “our”** refer to Aviso Correspondent Partners; and
- **“you”, “your” and “yours”** refer to the applicant (and any co-applicant if applicable) applying to open the Account, the Account holder or your Portfolio Manager, as the case may be or as the context requires.

### 1.2 Headings

The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions contained in this Agreement.

### 1.3 Singular and Plural

Where necessary to ensure proper interpretation, including but not limited to when the Account is jointly held, all words implying and references to the singular should include and be read as plural, and vice versa.

### 1.4 Language

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents qui s’y rattachent soient rédigés et signés en anglais.*

## 2. About Aviso Correspondent Partners

Aviso Correspondent Partners is a trade name of Aviso Financial Inc. and operates as a separate business unit. Aviso Financial Inc. is a dual-registered dealer, registered under applicable Canadian securities regulation. We are a member of CIRO and a wholly owned subsidiary of Aviso. Aviso is a wholly owned subsidiary of Aviso Wealth LP, which in turn is owned 50% by Desjardins Financial Holding Inc. and 50% by a limited partnership owned by the five provincial Credit Union Centrals and The CUMIS Group Limited.

## 3. Relationship Disclosure

This section is intended to help you understand your relationship with Aviso Correspondent Partners and your Portfolio Manager and provide guidance and clarity on our respective responsibilities with regard to services, product availability, costs, and other information relevant to your Account.

### 3.1 Account Relationship

Aviso Correspondent Partners provides portfolio managers and their clients with order execution and related services. We will not provide you with investment advice or recommendations and will not be responsible for making a suitability determination of trades when accepting orders from you, your Portfolio Manager or anyone else authorized to act on your behalf.

In relation to your Account, Aviso Correspondent Partners provides trade execution, custody, and other services. Your Account is managed by your Portfolio Manager. Subject to the terms of the Investment Management Agreement and other arrangements between you and your Portfolio Manager, your Portfolio Manager will independently exercise their authority (using their discretion) to make investment decisions within the framework of your Investment Policy Statement. Your Portfolio Manager is responsible for assisting you to identify your investment needs and goals and creating investment strategies to pursue them, and for ensuring the investments made on your behalf are suitable for you. You should speak to your Portfolio Manager for further information regarding your relationship with them and your respective roles and responsibilities.

### 3.2 Understanding Roles and Responsibilities

**Your role** – It is important for you to actively participate in our relationship. You understand and agree that you will:

- *Keep your Portfolio Manager up to date.* You will provide full and accurate information to your Portfolio Manager regarding your personal and financial circumstances, and promptly advise your Portfolio Manager of any change to information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your income, investment objectives, risk profile, time horizon or net worth.
- *Remain informed.* You will take steps to understand the potential risks and returns on investments. You will carefully review sales literature provided by your Portfolio Manager and, where appropriate, consult professionals, such as a lawyer or an accountant, for legal or tax advice. Before you invest, you will understand how the investment works, including fees. You will not invest in anything you do not fully understand.
- *Stay on top of your investments.* You will promptly review the documentation and other information provided to you regarding your Account, the transactions conducted on your behalf and the holdings in your Account.
- *Ask questions.* You will ask questions and request information from your Portfolio Manager to address any questions you may have about your Account, transactions or holdings, or your relationship with us or your Portfolio Manager.

**Your Portfolio Manager's role** - You understand that your Portfolio Manager will:

- *Be fair and honest.* Your Portfolio Manager will treat you in a manner characterized by principles of fair dealing and high standards of honesty and integrity.
- *Make suitable investment recommendations.* Your Portfolio Manager will know and understand the characteristics and risks associated with any investment product they recommend to you and will have reasonable grounds for believing that any investment that they specifically recommend to you is suitable given the personal and financial circumstances you disclosed. Your Portfolio Manager should understand, and be able to clearly explain to you, the reasons that a specific security is appropriate and suitable for you.
- *Answer your questions.* Your Portfolio Manager will promptly respond to any questions or concerns you may have regarding your Account.

**Our role** - You understand that Aviso Correspondent Partners will:

- *Be fair and honest.* We will treat you in a manner characterized by principles of fair dealing and high standards of honesty and integrity.
- *Answer your questions.* We will promptly respond to any questions or concerns you may have regarding your Account.

### 3.3 Investment Advice and Suitability Review

You acknowledge that neither Aviso Correspondent Partners nor any of its agents or representatives will give you investment advice or recommendations or be responsible for the determination of your general investment needs and objectives regarding the purchase or sale of any security. You acknowledge that neither Aviso Correspondent Partners nor any of its agents or representatives is responsible to advise you on the suitability of your investment decisions and transactions. You further acknowledge that neither Aviso Correspondent Partners nor any of its agents or representatives will provide you with any legal, tax or accounting advice or advice about the profitability of any investment. In making investment decisions or transactions, you will consult with and rely upon your Portfolio Manager and other advisors, as applicable, and not on Aviso Correspondent Partners. You understand that orders entered by you or your Portfolio Manager on your behalf may be sent directly to the exchange or

market without prior review by Aviso Correspondent Partners. You acknowledge your obligation to comply with the requirements regarding entry and trading of orders of the exchanges and markets where your orders are executed. However, Aviso Correspondent Partners reserves the right to review any of your transactions prior to their entry to the exchange or market. You acknowledge that Aviso Correspondent Partners has the right to reject, change or remove any order entered by you or your Portfolio Manager on your behalf or to cancel any trade resulting from an order entered by you or your Portfolio Manager.

### **3.4 Trusted Contact Person**

When you meet with your Portfolio Manager to open an account or update your KYC information, your Portfolio Manager will ask you to appoint a Trusted Contact Person (TCP). A TCP may be a close friend, family member or caregiver that can be trusted to ensure that your interests come first. This step adds an extra layer of protection for you by providing your Portfolio Manager and us the opportunity to connect with the TCP where the Portfolio Manager or we have concerns about financial decisions or where there may be financial exploitation of your Account. Should you wish to appoint a TCP, the name and contact information for the TCP will be recorded with your KYC information as well as the permission to disclose limited information about you and/or your account to the TCP. It is important to emphasize that the TCP is not the same as a power of attorney. A power of attorney has the authority to make financial decisions on your behalf whereas the TCP does not have an interest or involvement in making financial decisions for you. If a temporary hold is placed, we will provide notice directly to you. It will detail the fact that we have placed a temporary hold on your account(s) and/or transaction(s), the reasons for the temporary hold, our concerns, and any other details we feel is necessary to share with you at that time.

We may place a temporary hold on the purchase or sale of a security or on the withdrawal or transfer of cash or securities from your Account, where we reasonably believe that financial exploitation has occurred, is occurring, has been attempted or will be attempted, or where we reasonably believe that you do not have the mental capacity to make decisions involving financial matters.

### **3.5 Products and Services**

Aviso Correspondent Partners clients have access to products such as:

- cash and cash equivalents (e.g. guaranteed investment certificates (GICs) and money market funds);
- fixed income securities (e.g. bonds and debentures);
- equities (e.g. common shares and preferred shares);
- investment funds (e.g. mutual funds, labour-sponsored funds (LSIFs) and exchange-traded funds (ETFs)); and
- alternative investments (e.g. principal protected notes (PPNs)).

These products are available through commission, fee-based and managed accounts. Not all products are available at every financial organization branch or through every program offered by Aviso Correspondent Partners. Your Portfolio Manager can explain these products to you, as well as how they work, their risks and possible returns, fees and whether they are appropriate for you. Your Portfolio Manager will consider the features, characteristics and risks associated with your investments and compare any recommendation against a reasonable range of alternatives.

Investment funds operate like a business and pass along their costs to investors by imposing fees and expenses. The Management Expense Ratio (MER) is the primary cost charged to manage the fund, which may include a trailing commission. A trailing commission is an ongoing commission and is paid for as long as you hold the fund and is for the services and/or advice that we provide to you. It is paid from the MER and is based on the value of your investment. These costs are not paid directly by you but instead reduce the returns from the fund. Your Portfolio Manager can provide you with a copy of the fund facts document which provides information on fees and other pertinent information.

### **3.6 Account-Related and Investment-Related Fees and Expenses**

The fees you will pay are disclosed to you in the Investment Managed Agreement between you and your Portfolio Manager, as well as in the fee schedule provided to you by your Portfolio Manager. These fees are also shown in the Charges and Compensation Report, which you will receive from your Portfolio Manager on an annual basis.

In addition to the fees and expenses detailed above, you are responsible to pay certain fees related to the operation of your Account. These fees are fixed and contained in the Service Fee Schedule, a copy of which you receive at account opening and may be requested from your Portfolio Manager at any time. These fees are also shown in the Charges and Compensation Report, which you will receive from Aviso Correspondent Partners on an annual basis, if applicable. Examples of such fees may include the annual account administration fee, processing fees and transfer fees. We will notify you of any changes in the fees applicable to your Account as required by applicable laws.

### **3.7 Account-Related Documents**

You will receive a number of documents applicable to your Account at the time you open your Account:

- Account Application form (containing Account set up, KYC and other basic information required to open and operate your Account)
- this Account Agreement & Disclosure Document
- Service Fee Schedule

- CIRO brochures, including:
  - *Making a Complaint: A Guide for Investors*
  - *How Can I Get My Money Back? A Guide for Investors*
  - *How CIRO Protects Investors*
- Canadian Investor Protection Fund brochure
- any other documents that you sign in the course of account opening and operation.

You will also receive other documents, forms and agreements from your Portfolio Manager.

### **3.8 Content and Frequency of Account Reporting**

You will receive statements for your Account on a quarterly basis, or as at the end of a month if you have requested to receive statements on a monthly basis or there has been activity (other than an automatic transaction) in your Account during the month, which will show position cost and Account activity information.

Unless you have made contrary arrangements with your Portfolio Manager, you waive the requirement to provide you with trade confirmations for trades conducted in your Account.

You will also receive two annual reports intended to help you better understand the cost and performance of your investments. Your Portfolio Manager will provide a Performance Report, including cumulative account performance information and annualized compound percentage return information along with the effects of any fees. Compounding is the ability of an asset to generate earnings, which are then reinvested or remain invested with the goal of generating their own earnings. You will also receive a Charges and Compensation Report, summarizing the charges you paid for the maintenance and servicing of your Account and any third party compensation paid to Aviso Correspondent Partners or your Portfolio Manager over the period covered by the report. Each of Aviso Correspondent Partners and your Portfolio Manager will provide their own Charges and Compensation Report, specific to the account-related fees and compensation received by each entity. A Charges and Compensation Report will not be provided if there are no charges or compensation in a given period.

If you have any questions about account reporting, you may contact your Portfolio Manager.

### **3.9 Performance Benchmarking**

The performance of investments may be assessed by comparing them to an investment performance benchmark. Benchmarks show the performance over time of a select group of securities. There are many different benchmarks; comparisons should be made to a benchmark that reflects the investment. For example, the S&P/TSX Composite Index follows the share prices of the largest companies listed on the Toronto Stock Exchange. This index would be a good benchmark for assessing performance of a Canadian equity fund that invests only in large Canadian companies. It would be a poor benchmark for investments diversified in other products, sectors or geographic areas. Aviso Correspondent Partners does not provide benchmark comparisons in account reporting. You can speak to your Portfolio Manager if you have questions about the performance of your portfolio or what benchmarks might be appropriate.

### **3.10 Conflicts of Interest**

Conflicts of interest arise where an action or decision we make could benefit us or others at your expense. They may exist or arise from time to time in the relationship:

- between you and us;
- between you and our other clients. We act for many clients and must allocate investment opportunities among all of our clients fairly without intentionally favoring one client over another; and
- between us and our related or connected companies.

Conflicts of interest may be deemed material if they are expected to affect your decisions and the recommendations on your investments. Any decisions we make we are always considering how you can benefit first, with our interests coming second. To keep your interests first, we have policies and procedures in place to ensure that we:

- Identify: We have performed reviews to determine which conflicts of interest exist based on our industry and business;
- Report: Through training and documented policies and procedures that material conflicts of interest must be reported so they can be effectively managed in your best interest;
- Address: We manage material conflicts of interest through various controls and internal processes or completely avoid the conflict if it cannot be addressed in your best interest; and
- Disclose: We provide you with information as outlined in this section so you are able to independently assess the conflict's significance when evaluating our recommendations and any actions we take.

#### **Conflicts of Interest Disclosure**

In this section we share with you (i) the material conflicts of interest we have identified, (ii) an explanation of each conflict, and (iii) how we have addressed the conflict in your best interest.

#### *Related and Connected Issuers*

As part of our corporate structure, we have relationships with other companies who are considered related or connected issuers. These companies are considered related or connected to us if (i) the company is an influential securityholder of Aviso Correspondent

Partners, (ii) Aviso Correspondent Partners is an influential securityholder of the company, (iii) Aviso Correspondent Partners and the company are both a related issuer of the same third-party company, (iv) the company is a related issuer to us, or (v) a director, officer or partner of the company is employed by us or by a related issuer to us. Simply put, Aviso Correspondent Partners and a related or connected issuer have a vested interest in one another and it is our duty to make you aware of that relationship and address any conflicts the relationship may present.

Aviso Correspondent Partners is a wholly owned subsidiary of Aviso. Aviso is a wholly owned subsidiary of Aviso Wealth LP, which in turn is owned 50% by Desjardins Financial Holding Inc. ("Desjardins") and 50% by a limited partnership owned by the five provincial Credit Union Centrals and The CUMIS Group Limited. Due to Desjardins' ownership interest in Aviso and Aviso Correspondent Partners, and because Northwest & Ethical Investments L.P. ("NEI Investments") is a wholly owned subsidiary of Aviso, NEI Investments, Desjardins and Fiera Capital Corporation are related or connected issuers to us.

### **3.11 Complaint Handling Procedures**

At Aviso Correspondent Partners, we take client concerns seriously and have established procedures for handling complaints. We will acknowledge receipt of your complaint promptly, generally within five (5) business days. Where the complaint relates to certain serious allegations, our initial acknowledgement will include a copy of our complaint handling procedures and CIRO approved brochures describing other options for you to pursue your complaint. The CIRO brochures "*Making a Complaint: A Guide for Investors*" and "*How Can I Get My Money Back? A Guide for Investors*" will also be provided to you at account opening. We endeavour to provide our final decision within 90 calendar days of receiving your complaint, along with a summary of the results of our investigation, an explanation of our decision and other options if you are not satisfied with our response. If we cannot provide our decision within 90 days, we will inform you of the delay, explain why our decision is delayed and advise when you can expect to receive our response.

Aviso Correspondent Partners has a Designated Complaints Officer who oversees our complaint handling process. If you have a complaint about our services or a product, you may contact us at:

Aviso Financial Inc.  
Attn: Designated Complaints Officer  
700 - 1111 West Georgia Street  
Vancouver, BC V6E 4T6  
Telephone: 1.855.714.3800  
Email: [clientconcerns@aviso.ca](mailto:clientconcerns@aviso.ca)

## **4. Account Agreement**

In consideration of Aviso Correspondent Partners opening and maintaining your Account and providing services to you, you understand and agree to the terms and conditions set out in this Agreement with respect to the operation of your Account.

### **A. Services**

#### **4.1 Age and Associations**

You have reached the age of majority and have the power and capacity to enter into this Agreement. In addition, unless you have advised us to the contrary and provided the necessary documentation, you confirm that you are not:

- employed by a member of any stock exchange or any corporation primarily owned by an exchange;
- employed by a non-member broker or investment dealer;
- an officer, director or shareholder of a business that is a member of an exchange or CIRO; or
- affiliated with a business in the above categories.

If your current situation is covered above, you acknowledge that you have received written approval from your employer to open the Account and will provide us with a copy of that approval. You will notify us immediately should your current situation change and obtain the necessary approval from your employer.

#### **4.2 Compliance with Applicable Laws**

Aviso Correspondent Partners must comply with all laws and regulations applicable to our business and your Account. This includes securities, tax, anti-money-laundering, anti-terrorist financing, privacy, anti-spam, electronic commerce and other legislation and regulations. All transactions made for your Account will be subject to these rules, which also include the constitution, rules, by-laws, regulations, and customs of CIRO and the exchanges or markets and/or clearing houses where the orders are executed.

#### **4.3 Orders**

Aviso Correspondent Partners has the right to refuse to accept purchase or sale instructions from you or your Portfolio Manager on your behalf wherever we deem it necessary for our protection or otherwise, and you hereby waive any and all claims against us for any loss or damage arising from or related to any such refusal. All orders accepted by us are good until either executed or cancelled on the day of entry, unless a longer period is specified by you or your Portfolio Manager on your behalf. All orders accepted by us are binding on you from the moment of execution, and non-receipt or late receipt of any executed trade confirmation shall not relieve you of the obligations to settle the transaction on the settlement date.

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**4.4 Products**

As an investment dealer, we retain the right to decide what products we offer and we may, in our sole discretion for any reason and at any time, vary or limit the scope of products made available to you for purchase, holding or sale in your Account, including only making available those products offered by a member of Aviso or our affiliates.

**4.5 Recordings**

In order for us to establish a record of the information and instructions you provide, and to ensure that your instructions are followed, and service levels are maintained, you hereby acknowledge and agree that we may record telephone calls or other electronic communications that you have with us, and that any such recordings will be admissible in a court of law. These recordings are only used as required to service your Account and any personal information contained therein is properly safeguarded. We will confirm your consent prior to or during each recording.

**4.6 Safekeeping Obligations**

Aviso Correspondent Partners may accept or reject securities submitted for your Account in our sole discretion. Our responsibility for holding securities for you in safekeeping is limited to exercising the same degree of care exercised by us in the custody of our own securities. We will not be responsible as a guarantor for any loss. Securities held for your Account may, at our discretion, be kept at a correspondent broker or at any institutional depository. Physical securities or certificates may be kept in a secure vault at a location of our choosing. We may fulfil our obligation to deliver your securities to you by delivering certificates or securities of the same kind or amount, although not the same certificates or securities deposited or delivered to us. We will credit all dividend and interest payments to your Account upon receipt and will remit funds and/or securities to you or your Portfolio Manager upon your or your Portfolio Manager's request. Dividends will only be credited through a cash payment, even if the issuer offers a stock dividend payment option (except for securities offering DRIPs). We cannot guarantee the delivery of certificates or securities in any circumstances where a transfer agent or registrar of the securities is unable to provide a certificate or securities. In the case of the sale of any securities or other property by us at your or your Portfolio Manager's direction and our inability to deliver same to the purchaser by reason of your inability to supply it to us in transferable or negotiable form, you authorize us to take the necessary steps to complete the transaction, including the borrowing of any security or other property, in which event you will reimburse us for all costs, losses or liabilities incurred in connection therewith.

**4.7 Handling of Securities**

Any and all property including credit balances held or carried in your Account for any purpose, including any property in which you have an interest (the "Collateral"), shall be subject to a lien in favour of Aviso Correspondent Partners. The Collateral will be held as security by us for repayment of your liabilities to us. We may transfer any of the Collateral in your Account from or to any other accounts you have with us. We may deliver all or any part of the Collateral when we consider it necessary for our protection or otherwise. In enforcing the lien, we may close, without notice, transactions in your Account if we consider there to be inadequate security for your obligations or upon the happening of an event which in our opinion jeopardizes your Account. All Collateral for your indebtedness to us will be held by us at a location of our choice. Any securities of yours which we hold at any time when you are indebted to us may, without notice to you, be pledged by us as security for any of our indebtedness for more or less than the amount due by you to us. Any such pledge may be made either separately or together with other securities we hold. We may lend your securities or any part of them either separately or together with other securities we are holding to any third party on such terms as we consider proper. We may earn revenue from lending your securities.

**4.8 Account Number**

You will be given a Aviso Correspondent Partners Account identification number, which will be used to identify you and your Account when you place orders for trading in securities.

**4.9 Leverage Disclosure**

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only and may not be suitable for all investors. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

**4.10 'In Trust For' Account**

If you hold the Account in trust for another person, you hereby represent and warrant that you are authorized to act on behalf of such person and have the necessary authority to operate the Account. Your liability to Aviso Correspondent Partners in respect of the Account shall be as the beneficial owner of the Account and we may deal with you as though you are the beneficial owner. You agree that we have no responsibility to observe the terms of any trust, whether written, verbal, implied or constructive, that may exist between you and the beneficiary, and you are solely responsible for ensuring adherence to any restrictions of the trust and any applicable laws. You agree to operate the Account with the understanding that Aviso Correspondent Partners has not and will not provide any advice, counsel, or opinion whatsoever in respect of trusts, tax planning, or estate planning and makes no representations with respect thereto, and it is your sole responsibility to obtain appropriate advice to ensure the beneficiary's needs and objectives are satisfied. You agree to indemnify Aviso Correspondent Partners against any loss, claim, damages, liability or expenses (including legal costs) arising from



the operation of the Account in accordance with this section, including without limitation any claims made by you, a trustee or any beneficiary of any trust to which the Account may relate.

**4.11 Indemnification Regarding Agents**

You shall indemnify and hold us harmless from any and all losses, liabilities, costs and expenses (including legal fees) resulting from Aviso Correspondent Partners acting in accordance with any authority granted by you to a third party under a trading authorization, a power of attorney or otherwise. Without in any way limiting the authority granted to us, and without requiring us to take action with respect to any past, present or future circumstances, we may, in our discretion, require joint action by all of your agents or attorneys (as the case may be) with respect to any matter concerning your Account, including but not limited to giving or cancelling orders or withdrawing money, securities or other property. You agree to do, or cause to be done, all things and execute and deliver all documents or instruments requested by us to evidence and/or give effect to any authority purported to be granted by you in connection with your Account.

**4.12 Closed or Inactive Accounts**

You agree to give us at least seven (7) days' notice of any intended cash withdrawal. You agree that if your Account is closed by you in the first year of its operation, we may charge a fee to close your Account. The fee will be disclosed by us from time to time and you agree to pay the fee and authorize us to charge the fee to your Account.

**4.13 Credit and Debit Balances**

Aviso Correspondent Partners ensures that any cash, securities, or other property of its clients are held separate from its own and where necessary in trust on behalf of our clients. You will rely only on our liability in respect of the credit balance. Any debit balance in your Account shall bear interest at such rate as we shall establish from time to time for our customers generally, and we are not obliged to notify you of any change in such rate. No interest is paid on credit balances.

**4.14 Clients in Other Jurisdictions**

In certain circumstances, we may be able to deal with foreign residents holding Canadian self-directed tax advantaged retirement plans and temporary foreign residents. Securities offered through Aviso Correspondent Partners are not registered with securities authorities in other jurisdictions, such as the U.S. Securities & Exchange Commission, and are offered and sold in the other jurisdictions under an exemption from registration. Canadian self-directed tax advantaged retirement plans are not regulated under the laws of the other jurisdictions and Aviso Correspondent Partners is not subject to the regulations of securities authorities in other jurisdictions.

**4.15 Electronic Signatures.**

You authorize us to act on and accept agreements, forms, acknowledgements, or instructions that appear to us, in our sole discretion, to have been signed by you using your electronic or digital signature. Any such agreement, form, acknowledgement, or instruction will be binding on you, and you are responsible for it the same as you would be if you had signed and delivered it to us in original, wet writing. We are not required to verify any electronic or digital signature submitted to us in relation to your Account, or any third-party provider used to record the electronic or digital signature. You agree to notify us promptly if you suspect or become aware that your electronic or digital signature has become compromised or has been used in a way that you have not authorized. You acknowledge that we may, in our sole discretion, reject or refuse to act on any agreement, form, acknowledgement or instruction signed using an electronic or digital signature that does not comply with our requirements, applicable laws or otherwise.

**B. Account Communications and Online Services****4.16 Communications, Statements and Notices**

We will communicate with you and your Portfolio Manager in various ways, including but not limited to by notices, margin calls, demands, reports and confirmations. We will communicate with your Portfolio Manager and, if you have given instructions to do so for certain communications, directly with you to the most recent address (physical or electronic, as applicable) on file for you. It is your responsibility to keep your personal information up to date. You may change your contact information by contacting your

Portfolio Manager or notifying us in writing. All communications sent will be considered delivered to you on the second business day following mailing if mailed, or the same business day if sent electronically. Reports and trade confirmations will be considered final, if not objected to, on the date of notification by telephone or within 10 days from the trade date as shown on the trade confirmation. Upon receipt of any account statement, you will examine the statement and immediately notify your Portfolio Manager, who will in turn notify us, of any errors in or objections to the statement. If you do not notify us of any errors or objections within 30 days from the date appearing on the statement, you agree that the information and balances shown in the statement are accepted as complete and accurate. Aviso Correspondent Partners will be released from all claims by you in connection with the statement or any action taken or not taken by us regarding your Account.

You authorize us to provide your Portfolio Manager with all information relating to your Account including, but not limited to, copies of your account statements, annual trading summaries, transaction confirmations and tax documents. We may, at the request of your Portfolio Manager, send your Account information, including personal information, to service providers providing investment management, performance reporting, customized reporting and services related to you.

**4.17 Electronic Delivery of Documents**

By providing your consent to the electronic delivery of documents, on your Application or otherwise, you acknowledge and agree that we may use electronic means to deliver all documents and communications relating to your Account, including account statements, trade confirmations, tax forms, securityholder materials and required regulatory documents. Documents may be delivered to you electronically either by posting to your secure online account or to the email address you have provided. You acknowledge that you must be registered to use the Aviso Correspondent Partners online service and that it is your responsibility to monitor for notifications and review your Account on a regular basis. You agree to inform us immediately in writing in the event you are unable to access documents online or your email address changes.

If you have chosen to receive statements for viewing online, you will receive an electronic notice when your statement is ready. It is your responsibility to access and review it. You acknowledge and agree that a statement or other document posted to your secure online account will be deemed to be delivered to and received by you at the time it is posted, regardless of whether or when you actually access or view it, and a document sent by email will be deemed to be delivered to and received by you when it is sent, regardless of whether and when you actually access or view it. You agree to notify us within five (5) business days if you fail to receive an electronic confirmation for a particular trade and that, absent such notification, the trade confirmation will be deemed to have been delivered, whether actually received by you or not.

You agree that all documents delivered to you electronically as described above will constitute original written documents for the purposes of all applicable laws. Our records will be conclusive proof of the date on which such documents are posted to your secure online account, the date you accessed that account or particular documents, and the date documents are sent to your email address.

You may revoke your consent and receive a paper copy of certain materials (which may come at an additional cost to you) by contacting your Portfolio Manager or changing your delivery preferences through your online account. You acknowledge that even if you have provided your consent, at any given time electronic delivery may not be effected because of technical or other circumstances.

Not all Account-related documents required to be delivered to you may be available online or electronically. We reserve the right to determine which documents are available online or electronically from time to time.

You agree to indemnify and hold Aviso Correspondent Partners harmless against, and will pay us promptly on demand for, any loss, liability and expense, including legal costs, arising out of or in connection with the transmission through the internet of information or documents related to you or your Account, any inaccuracies contained therein, any subsequent use of such information or documents, whether authorized or unauthorized, by the intended or unintended recipient.

**C. Fees and Expenses****4.18 Payment**

You agree to pay for all securities purchased on or before the day of settlement. You agree to pay all applicable commissions and fees at our prevailing rates for transactions and other activity in your Account. You will:

- be liable for payment of all commissions and fees;
- be liable for payment of any debit balance or other obligation owing in your Account;
- be liable for any payment owing to us after your Account is liquidated in whole or in part by you, your Portfolio Manager on your behalf or us;
- be liable for payment of securities bought-in to cover short positions;
- pay us for any such obligation and indebtedness on demand; and
- reimburse us for the reasonable costs of collection of payments owed to us (including legal fees).

Whenever we, in our sole discretion, consider it is necessary for our protection or otherwise, we may, without demand and without advertisement or other notice, sell any or all property held or carried in your Account. Any such sale may be made by us upon any exchange or other market or by public or private sale upon such terms and in such manner as we in our sole discretion may determine. No demand, advertisement or other notice given by us shall constitute a waiver of our right to take any action authorized under this Agreement without demand, advertisement, or notice, and the net proceeds of any such sale shall be applied against your indebtedness to us without in any way diminishing your obligation to pay any deficiency.

**4.19 Currency Conversion**

If you make a trade involving a security which is denominated in a currency other than the account in which the trade is to settle, a conversion of currency may be required. In all such transactions and at any time a conversion of currency is made, we will act as principal with you in converting the currency at rates established or determined by us or parties related to us. We, or parties related to us, may earn revenue, in addition to the commission applicable to such a trade, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset, either internally by us, with a related party or in the market. Conversion of currency, if required, will take place at the trade date unless otherwise agreed. Where a transaction with a mutual fund company involves a currency conversion, the mutual fund company may charge you for the conversion. In that instance, we do not earn any revenue in connection with such conversion. As we offer certain Canadian and US dollar denominated accounts, any other currency to be deposited in an account, from dividends, interest, sale proceeds or otherwise, will be converted into Canadian or US funds, as applicable, and we, or parties related to us, may earn revenue from such conversion. To avoid further currency exchange

related to your Canadian and US securities you may wish to hold such securities in a Canadian or US dollar denominated account, as applicable and when available.

#### **4.20 Electronic Funds Transfers**

This section applies if you have set up electronic funds transfers in connection with your Account. The Processing Institution Account that Aviso Correspondent Partners is authorized to deposit or draw upon has been specified by you in your Application (on the EFT Authorization form), and a specimen cheque marked "VOID" or other valid banking information confirmation has been provided. You acknowledge that your authorization is provided for the benefit of Aviso Correspondent Partners and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process credits or debits for or against, respectively, your Processing Institution Account in accordance with the rules of Payments Canada. This authorization is continuing, and we may rely on this authorization for all financial transactions relating to your Account and/or your Processing Institution Account(s), until you notify us of any changes in accordance with this section.

You warrant and guarantee that all persons whose signatures are required to sign on your Processing Institution Account(s) have provided their signature(s). You hereby authorize Aviso Correspondent Partners to deposit or draw on the Processing Institution Account, to (a) deposit credit balances from your Account upon your instructions, and (b) debit your Processing Institution Account in accordance with your instructions. You may change or revoke this authorization at any time upon providing 10 days written notice to Aviso Correspondent Partners. Sample cancellation forms or further information on your rights to cancel any pre-authorized debits can be obtained from your Processing Institution or by visiting the Payments Canada website. You acknowledge that we have the right to terminate your authorization, if through no fault of Aviso Correspondent Partners, we are unable to debit the Processing Institution Account(s) in the full amount that you have specified.

You acknowledge that provisions and delivery of this authorization to Aviso Correspondent Partners constitutes delivery by you to the Processing Institution. You acknowledge that you are responsible for ensuring that there are sufficient funds available in your Account and/or your Processing Institution Account to cover any transfers. You are responsible for all service fees that may arise in connection with your Processing Institution Account. You undertake to inform us, in writing, of any changes in the Processing Institution Account information provided in this authorization prior to requesting any transactions with respect to your Processing Institution Account. You acknowledge that the Processing Institution is not required to verify that a deposit or debit has been issued in accordance with the particulars of your authorization including, but not limited to, the amount and frequency of deposits or payments. You acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Aviso Correspondent Partners as a condition to honoring a debit issued or caused to be issued by you on your Processing Institution Account.

Revocation of this authorization does not terminate any contract for goods or services that exists between you and Aviso Correspondent Partners, including this Agreement. Your authorization applies only to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged. You hereby waive your right to receive pre-notification of the amount of each pre-authorized debit and agree that you do not require advance notice of the amount of the pre-authorized debits before the debit is processed.

You have certain rights if any debit does not comply with the instructions provided by you. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the EFT Authorization form. To obtain more information on your rights, you may contact your Processing Institution or visit the Payments Canada website. If the funds in your Processing Institution Account are insufficient to cover any debit, we may assess a non-sufficient funds fee in effect at that time, as set out in the Aviso Correspondent Partners fee schedule. In the case of insufficient funds, the non-sufficient funds fee and the failed debit will be withdrawn from your Account.

Aviso Correspondent Partners shall have no liability or responsibility for any loss or damage suffered or incurred by you in connection with any electronic funds transfers to or from your Account, including, without limitation, any loss of interest or other losses or damages, whether economic or otherwise. You are liable for all indebtedness, withdrawals and account activity contemplated by this section, including all indebtedness, withdrawals and account activity by persons authorized by you to use such services on your behalf. You acknowledge we do not guarantee continuous access to electronic funds transfer services, and we make no representation or warranty, whether express or implied, statutory, or otherwise or arising from or in respect of such services. You agree to indemnify and hold Aviso Correspondent Partners harmless against, and will pay us promptly on demand for, any loss, liability and expense, including legal costs, arising out of or in connection with your use of electronic funds transfer services.

#### **D. Joint Accounts**

If your Account is a joint account, you (the applicant and any co-applicants) each agree to the following terms, which are in addition to the other terms and conditions set out in this Agreement.

#### **4.21 Authority of Each Client**

Each of you acting alone is authorized to do the following on behalf of the Account, without notifying any of the other principals:

- buy and sell (including short sales) and otherwise deal in stocks, bonds and other securities, whether or not on margin;
- receive any and all communications from us or third parties, including confirmations, statements and other notifications;
- receive and withdraw money, securities or other property, without limitation in amount; and sign, make, change, waive or cancel authorizations, agreements and documents as we may require in connection with the Account.

#### **4.22 Your Authority**

We have the authority to follow the instructions received from your Portfolio Manager relating to the Account. These instructions may include the delivery of securities or other property or the making of payments to any of the principals in the Account or to another party. You authorize us to follow the instructions even if the payments or delivery of securities are being made directly to one of the principals in the Account. It is not our responsibility to question the purpose or propriety of a delivery or payment. Provided we have acted correctly on the instructions we receive, we are not responsible for the outcome of the action. We reserve the right to restrict activity at any time in the Account or to require joint written instructions by all of you for any Account activity.

#### **4.23 Joint Liability**

Each of you is jointly and severally (that means collectively and individually) liable for any debts, obligations or liabilities arising in connection with the Account.

#### **4.24 Death of a Principal**

We must be notified in writing immediately upon the death of one of the principals and, upon receiving that notification, we may:

- require a copy of a death certificate and notarized copies of the appropriate estate papers;
- restrict transactions and/or require a portion of the investments be retained in the Account; or
- follow any other course of action we deem prudent.

The deceased principal's estate and each of the remaining parties to the Account will continue to be responsible to us, jointly and severally, for any debit balance or loss that:

- may be incurred in settling a transaction initiated prior to death;
- is incurred in the distribution or liquidation of the Account; or
- occurs in adjusting for the interests of the remaining principals.

Each of you declare that your interests in the joint Account are as joint tenants with full rights of survivorship and not as tenants-in-common, except if you are a resident of Quebec, in which case your interests in the joint Account are as tenants-in-common. We shall be protected from all liability in obeying the instructions of the survivor of you respecting the disposition of securities or other property in the Account.

### **E. Margin Account**

If your Account is a margin account or is used as such, you agree to the following terms, which are in addition to the other terms and conditions set out in this Agreement. In particular, the provisions of sections 4.2 (Compliance with Applicable Laws), 4.7 (Handling of Securities) and 4.13 (Credit and Debit Balances) apply to the operation of your Account as a margin account.

#### **4.25 Margin and Indebtedness**

You acknowledge that there are risks associated with margin trading and that margin trading is not appropriate for all clients, and you agree that you are willing to undertake and accept such risks and are prepared to withstand any losses created thereby.

You will maintain such margin as Aviso Correspondent Partners may in our absolute discretion request from time to time. If there is a decline in the market value of securities in the Account, we may require additional margin. However, we retain the right to require additional margin at any time for any reason. If additional margin is required, then you will deliver to us either cash or additional marginable securities as we may require. We have the right to cancel the margin facility, at any time, without notice. Margin requirements established by Aviso Correspondent Partners may exceed those set by applicable regulatory requirements. We may, in our sole discretion, place restrictions on your Account respecting the amount of margin we will allow on any securities and may change such restrictions from time to time. You shall pay to Aviso Correspondent Partners, on demand, any and all indebtedness arising from transactions effected by us for your Account and shall at all times secure such indebtedness and maintain such margins in connection with the Account as we shall require, and you will promptly meet all margin calls.

#### **4.26 Delivery**

Actual delivery is intended for every transaction in your Account. With respect to each sale transaction, you represent and warrant that it is a "long" sale unless specified otherwise at the time the order is entered, and that if you fail to make immediate delivery to us in proper form of any securities sold at your direction, then we are authorized to borrow any securities necessary to make such delivery, or to buy in such securities, and that you shall reimburse us for any loss or expense incurred by reason of such borrowing or purchase or by our inability to make such borrowing or purchase. Whenever we, in our sole discretion, consider it is necessary, for our protection by reason of insufficiency of margin, security or otherwise, we may, without demand for additional margin and without advertisement or other notice, sell any or all securities held or carried for your Account and purchase any or all securities necessary to cover any short sale made for your Account. Any such purchase or sale may be made by us upon any exchange or other market or by public or private sale or purchase upon such terms and in such manner as we in our sole discretion may determine. No demand, advertisement or other notice given by us shall constitute a waiver of our right to take any action authorized under this Agreement.

without demand, advertisement, or notice, and the net proceeds of any such sale shall be applied against your indebtedness to us without in any way diminishing your obligation to pay any deficiency. We are not obligated to deliver the same securities as those deposited with or received by us for your Account, but our obligation shall be discharged by delivering securities of an equivalent amount and of the same nature and kind.

#### **4.27 Pledge of Securities**

Whenever you are indebted to or have a short position with us, any securities held for your Account may without notice to you be pledged or re-pledged as security for any of our indebtedness, whether for more or less than the amount owing by you and either separately or together with other securities, and we may without notice to you loan such securities either separately or together with other securities, and we may without notice to you use any securities held in the Account for making delivery against a sale, whether a short sale or otherwise and whether such sale is for your Account or for the account of another person, including another client of Aviso Correspondent Partners or for any account in which Aviso Correspondent Partners, any partner or any director thereof, is directly or indirectly interested.

#### **4.28 Lien**

All securities and credit balances held by Aviso Correspondent Partners for your Account shall be subject to a general lien for any and all indebtedness to us howsoever arising and in whatever account appearing, including any liability arising by reason of any guarantee by you of the account of any other person. We are authorized to sell, purchase, pledge, or re-pledge any or all such securities without notice or advertisement to satisfy this lien, and we may at any time without notice whenever we carry more than one account for you, enter credit or debit balances, whether in respect of securities or money, to any of such accounts and make such adjustments between such accounts as we may in our sole discretion deem fit. Any reference to your Account in this clause shall include any account in which you have an interest, whether jointly or otherwise.

### **F. Options Trading Agreement**

If your Account is used to trade options, you agree to the following terms, which are in addition to the other terms and conditions set out in this Agreement. In particular, the provisions of sections 4.2 (Compliance with Applicable Laws), 4.7 (Handling of Securities) and 4.13 (Credit and Debit Balances) apply to the operation of your Account as an options trading account.

#### **4.29 Options Trading**

You understand and acknowledge that options trading is not appropriate for all investors and has connected therewith a number of inherent risks, and you are fully prepared financially to undertake such risks and to withstand any losses created thereby. You further understand and acknowledge that commission charges may be significant in relation to the premiums paid and you agree to pay all commissions incurred by you on every transaction relating to options including any exercising of an option and/or the honouring of any obligation in respect of any option which has been exercised and all commissions that may be incurred relative to Aviso Correspondent Partners selling out or buying in securities or options.

Each transaction will be subject to the by-laws, regulations, rules, rulings and customs (whether in force at the time of the transaction or subsequently adopted) of the clearing corporation issuing the option, the exchange on which the option trades and any other regulatory body which may have jurisdiction. In addition, each transaction will be subject to Aviso Correspondent Partners' rules, regulations and customs for options trading. Such by-laws, regulations, rules, rulings, and customs may provide for position limits, exercise limits, margin requirements and requirements for cash-only trades during certain periods such as the last 10 business days to expiry of an option. You will comply with all such rules, limits and requirements which are now in effect or which from time to time may hereafter be passed or adopted.

We will have sole discretion to determine whether or not to accept any order from you for a trade in an option. We may execute orders for you acting as principal on the other side of a transaction or as part of larger transactions for you and others and may act for other customers on the other side of a transaction as we may deem advisable, subject, however, to the rules of the applicable exchange. You consent and agree to ratify any transaction with your Account in which Aviso Correspondent Partners acts as a market maker or principal in the purchase or sale of options. It is also understood that any charge to you expressed as a commission for any purchase or sale of options where Aviso Correspondent Partners acts as a market maker or principal shall be deemed a sum payable increasing the cost to you of such transactions.

The office through which you may instruct Aviso Correspondent Partners as to options transactions will be open during local business hours, but an order may be executed at any time when the applicable exchange is open for trading.

You will instruct Aviso Correspondent Partners on a timely basis and in any event in such time that we may complete such instructions as to the sale, close out or exercise of any option or as to any other action to be taken in connection with such option. You acknowledge that during the ten (10) business days immediately prior to the expiration date of any option, the applicable clearing corporations, and exchanges on which the options are from time to time listed and traded retain the right to restrict the exercise of an option and that any such restriction may have a serious adverse effect on your ability to deal with such option. We may take any action with respect to an option that we in our sole discretion determine should be taken if you fail to give us timely instructions, but we shall not have any obligation to take any actions without your instructions.

We will allocate exercises and assignments of the exercise notices received by us to accounts of our customers on a first-in, first-out basis, unless the client is notified otherwise by prior written notice which will be binding on the client.

Aviso Correspondent Partners will not be liable to you for errors or omissions in connection with or in the handling of orders relating to the purchase, sale, execution or expiration of an option or any matter related thereto, unless caused our negligence or breach of applicable laws or rules.

You will at all times maintain such margin as we may from time to time require upon or in your Account and promptly meet all margin calls. You will promptly pay:

- (a) all commissions and other transaction charges payable on all transactions executed by us on your behalf at our customary rates or as negotiated between us (directly or indirectly through your Portfolio Manager on your behalf);
- (b) upon demand all your indebtedness to us;
- (c) nonetheless, interest in any debit balance in your account at the per annum interest rate set by us from time to time as margin interest for our customers which we may change from time to time without advance notice to you; and
- (d) by way of reimbursement, all losses and expenses incurred by us for our borrowing or purchase of any securities necessary to make delivery in proper form of any securities sold for your account or in connection with our inability to make such borrowing or purchase.

Aviso Correspondent Partners shall be entitled to retain moneys, securities (including securities held in segregation), commodities and properties belonging to you in our possession as continuing security for any and all of your indebtedness and/or short positions and, in addition, if demanded, you shall promptly provide Aviso Correspondent Partners from time to time with such further security as we may request or as may be required by the rules or regulations of the applicable exchange, market and/or clearing corporation. For this purpose we may effect such transfers among your Accounts with us as we consider necessary, including transfers from foreign currency accounts at current exchange rates. While any such securities are so retained as security, you authorize us without notice to you to:

- (a) pledge the securities or any part thereof as security for our own indebtedness;
- (b) loan the securities or any part thereof for our purposes or as our security; and
- (c) use the "securities" or any part thereof for making delivery against a sale, whether a short sale or otherwise, and whether such sale is for your Account or that of any other of our customers. The word "securities" as used herein shall include shares of stock, warrants or rights, options, bonds, notes, debentures, trust and deposit certificates, commodities and contracts relating thereto, gold bars and all other rights to property of whatsoever nature or kind, including those belonging to you which may be in our possession or control or in transit to or from Aviso Correspondent Partners.

Aviso Correspondent Partners' responsibilities for holding securities for you for safekeeping will be limited to the same degree of care exercised by us in the custody of our own securities and no more, and we will not be liable as a guarantor for any loss. Unless otherwise directed in writing, securities held for your account may at our discretion be kept at our head office or at any institutional depository. We may fulfill our obligation to deliver to you securities belonging to you held by us by delivering certificates or securities of the same kind or amount, although not the same certificates or securities as deposited or delivered to Aviso Correspondent Partners.

You agree to advise us of any restrictions in options trading now applicable to you and will advise us of any changes in such restrictions which may become applicable to you. In case of your insolvency, death or attachment of property belonging to you, we may with respect to any open positions take such steps as we consider necessary to protect Aviso Correspondent Partners against loss.

Whenever we deem it necessary or advisable for our protection to sell any securities in our possession or to buy in any securities of which your Account may be short, or to buy or sell short options for your Account and at your risk, such sale or purchase may be made in our sole discretion without advertising the same and without prior notice, demand, tender or call to you.

You grant permission to Aviso Correspondent Partners to conduct a credit check on you should we deem it necessary.

Every transaction indicated or referred to in any written notice, statement, confirmation or other communication given or made by us to you shall be deemed and treated as authorized and correct and as confirmed by you unless we shall receive from you at the office in which the account, to which the transaction relates is maintained, written notice to the contrary within 10 days from the time such notice, statement, confirmation or other communication was sent by us to you, without prejudice to our right to correct any error in any such notice, statement, confirmation or other communication. In addition, we shall be entitled to correct any error in filling an order to buy or sell an option at market by filling such order at the market price in effect at the time such order should have been filled.

Any written notice, demand or other communication required or permitted to be given by Aviso Correspondent Partners to you hereunder may be sent to you at the address specified by you, subject to any change in address furnished to Aviso Correspondent Partners in writing and all written communications so addressed, whether sent by mail, telegraph, messenger or otherwise, shall be deemed to have been given to you personally whether actually received or not and shall be deemed to have been given on the date on which the same shall have been sent to Aviso Correspondent Partners. Aviso Correspondent Partners' failure to exercise any of its rights in any one or more instances shall not be deemed a waiver of any of such rights for the future.

#### **G. Risk Disclosure Statement for Futures and Options (for options accounts only)**

No securities commission or similar authority in Canada has in any way, passed upon the merits of options referred to herein and any representation to the contrary is an offence. This document contains condensed information respecting the options referred to herein. Additional information may be obtained from your Portfolio Manager.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether options trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### **4.30 Futures**

##### **(a) Effects of "Leverage" or "Gearing"**

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

##### **(b) Risk-reducing Orders or Strategies**

The placing of certain orders (e.g., "stop-loss" orders, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

#### **4.31 Options**

##### **(a) Variable Degrees of Risk**

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into Account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable, ordinarily, is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest.

If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

#### **4.32 Additional Risks Common to Futures and options**

##### **(a) Terms and Conditions of Contracts**

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

##### **(b) Suspension or Restriction of Trading and Pricing Relationships**

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

(c) Deposited Cash and Property

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

(d) Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

(e) Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

(f) Currency Risks

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

(g) Trading Facilities

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

(h) Electronic Trading

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

(i) Off-exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

## **H. General**

### **4.33 Application to Your Account**

This Agreement applies to all Accounts, in which you have any interest alone or with others, which have or will be opened with us for the purchase and sale of securities. You agree to promptly (within 30 days) provide us or your Portfolio Manager with written notice of any changes to the information included in your Application or Account-related documentation, or otherwise on record for your Account.

### **4.34 Account Protection**

Unless otherwise stated, mutual funds and other securities sold are not guaranteed, in whole or in part, by Aviso Correspondent Partners, and are not insured by the Canada Deposit Insurance Corporation or any other government insurer that insures deposits in financial institutions. The value of many securities may fluctuate and past performance may not be repeated. Aviso Correspondent Partners is a member of the Canadian Investor Protection Fund, which may offer protection for clients' accounts within specified limits. A brochure describing the nature and limits of coverage is available upon request.



**4.35 Updates or Amendments**

We may amend this Agreement at any time by giving you sixty (60) days' notice of the amendment, which may be given by mail, email, posting online or other electronic means. We will consider you to have accepted the amendment unless you tell us otherwise by providing written notice to us before the amendment takes effect. If you notify us that you do not accept the change, we may be required to terminate this Agreement and close your Account.

**4.36 Termination**

You may terminate this Agreement at any time by giving us written notice, but such termination will not affect any existing liabilities or indebtedness to us by you. We may terminate this Agreement and close your Account by providing written notice to you at any time. We reserve the right to accept only liquidating instructions from you after the date of such termination notice. If following such notice, you do not take action to close your Account or transfer assets out of the Account, we may take such action as is necessary to close the Account, including but not limited to re-registering securities in your name and, if applicable, mailing to you at your last known address certificates representing securities and cheques representing cash balances that remain in the Account. Liquidation of your Account may have financial and/or tax consequences for you, for which you will be solely liable. You agree that Aviso Correspondent Partners shall not be liable in any way with respect to the termination, closure, transfer or liquidation of your Account.

**4.37 Assignment**

You cannot transfer any of your rights or obligations under this Agreement to anyone else. This Agreement is binding on your heirs, executors, administrators, representatives and successors. Aviso Correspondent Partners may assign any or all of our rights and obligations to any affiliate of Aviso Correspondent Partners, provided that such assignment is conducted in accordance with applicable laws. If we merge or amalgamate with another company, or if another company takes over our business, the new company will assume our rights and obligations under this Agreement. This Agreement enures to the benefit of any successors and assigns of Aviso Correspondent Partners.

**4.38 Severability**

If any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability will only apply to such provision. The validity of the rest of the Agreement will not be affected and will continue to be carried out as if such invalid or unenforceable provision were not in the Agreement.

**4.39 Limited Liability**

You acknowledge that investments involve risk and the value of assets in your Account may fluctuate due to market conditions and other reasons. Aviso Correspondent Partners does not guarantee investment results. You are responsible for any losses realized on your investments and we are not responsible for any decrease in the value of your Account or any losses, however caused, unless by our negligence or breach of applicable laws or rules. Aviso Correspondent Partners may, in our discretion, act in all matters on instructions given or purporting to be given by you or on your behalf. We shall not incur any liability by reason of acting or not acting on or because of any error or delay in such instructions. Unless caused by the negligence or breach of applicable laws or rules by an employee or agent of Aviso Correspondent Partners, we shall not be liable for any losses resulting from trading in securities, not offering a specific security for purchase or sale, delays in receiving or processing instructions, delays in transferring securities or assets, government or regulatory restrictions, exchange or market rulings, the suspension of trading, wars, strikes, natural disasters or any other reason beyond our reasonable control.

For clarity, nothing in this section shall limit your right to make a complaint regarding your Account or the services we provide to you. See the "Complaint Handling Procedures" section for more information.

**4.40 No Waiver**

No action taken by us or any failure to take action or exercise any right, remedy or power available under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of our rights, remedies or powers. To be binding on us a waiver must be in writing and signed by an authorized representative of Aviso Correspondent Partners.

**4.41 Governing Laws**

This Agreement will be governed by and interpreted in accordance with the laws of the Canadian jurisdiction in which our office is located and through which your Account is serviced, and the laws of Canada applicable therein.

**5. Shareholder Communication Information**

Shareholder communication is governed by National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*. Based on your instructions, the securities in your accounts with us are not registered in your name but in our name or the name of another person or company holding your securities on our behalf. You are referred to as the "beneficial owner" of your securities. The issuers of the securities held in your Account may not know the identity of the beneficial owner of the securities.

We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your Account. Please indicate your instructions to us by completing the section entitled *Shareholder Communication Instructions* on the Account Application form. If you have any questions or want to change your instructions in the future, please contact your Portfolio Manager.

## Section 1 – Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners if the beneficial owner does not object to having information disclosed to the reporting issuer or other persons and companies. Section 1 of the *Shareholder Communication Instructions* allows you to tell us if you object to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, email address, securities holdings, and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you do not object to the disclosure of your beneficial ownership information, please mark the first box in Section 1. You will not be charged with any costs associated with sending securityholder materials to you. If you object to the disclosure of your beneficial ownership information, please mark the second box in Section 1. If you object, all materials required to be delivered to you as a beneficial owner of securities will be delivered by us and you will be responsible for any costs associated with providing these materials to you.

## Section 2 – Receiving Securityholder Materials

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

In addition to proxy-related materials, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so. Securities law permits you to decline to receive three types of securityholder materials. Securities law does not provide for you to decline to receive other types of securityholder materials. The three types of materials that you may decline to receive are:

- a) proxy-related materials, including annual reports and financial statements that are sent in connection with a securityholder meeting;
- b) annual reports and financial statements that are not part of proxy-related materials; and
- c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered securityholders.

Section 2 of the *Shareholder Communication Instructions* section of the Application allows you to indicate whether you want to receive all materials sent to beneficial owners of securities or whether you want to decline to receive the three types of materials referred to above. If you want to receive all materials that are sent to beneficial owners of securities, please mark the first box in Section 2. If you want to decline to receive the three types of materials referred to above, please mark the second box in Section 2. If you want to receive only proxy-related materials sent in connection with a special meeting of securityholders, please mark the third box in Section 2.

Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through us if you have objected to the disclosure of your beneficial ownership information to reporting issuers in Section 1 of the *Shareholder Communication Instructions* section.

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

## Section 3 – Preferred Language of Communication

Section 3 of the *Shareholder Communication Instructions* section advises you of the options available for your preferred language of communication (English or French). The language preference you have indicated in the Application will be considered your preferred language of communication. You will receive materials in your preferred language of communication if the materials are available in that language.

## 6. Protection of Privacy

At Aviso Correspondent Partners, we know that investors are concerned about their personal information, and we are committed to protecting the confidentiality and security of your personal information entrusted to us. At the heart of our commitment to protecting your privacy is our Privacy Policy, a copy of which can be accessed at [www.aviso.ca/en/privacy](http://www.aviso.ca/en/privacy). Our Privacy Policy explains why we collect personal information, how we will use it and who we may share it with, all in connection with providing you products and services, operating your Account and complying with our legal and regulatory obligations.

You acknowledge that you have read our Privacy Policy and that you consent to us collecting, using and disclosing your personal information in the manner described in our Privacy Policy. You may withdraw your consent at any time (except where limited by applicable law), but doing so may limit our ability to provide you with some or all products and services. Whether or not you consent, we may be required to share information about you and your Account to meet our regulatory obligations or as otherwise required by law. You may amend or access the personal information we hold about you at any time, or inquire about our privacy policies generally, by contacting your Portfolio Manager.

Aviso Correspondent Partners has a designated Privacy Officer who oversees our Privacy Policy. If you have any questions or concerns about your Account in this regard you may contact us at:

Aviso Financial Inc.  
Attn: Privacy Officer  
700 - 1111 West Georgia Street  
Vancouver, BC V6E 4T6  
Telephone: 1.855.714.3800  
Email: [privacyofficer@aviso.ca](mailto:privacyofficer@aviso.ca)

## 7. Strip Bonds and Strip Bond Packages Information Statement

**We are required by provincial securities regulations to provide you with this Information Statement before you can trade in strip bonds or strip bond packages based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Please review it carefully.**

### Preliminary Note Regarding the Scope of this Information Statement

This Information Statement relates to strip securities that are based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Provincial securities regulations create an exemption from dealer registration and prospectus requirements for these types of securities.

Strip securities may also be based on Canadian corporate bonds. While some of the information in this Information Statement may also be relevant to corporate bond-based strips, corporate bond-based strips are outside the scope of this Information Statement. If you are planning to purchase a strip or strip package based on a corporate Canadian bond, please note that such securities are not governed by the regulations referred to above, but rather, may be subject to certain decisions issued by Canada's securities regulatory authorities exempting certain Canadian corporate bond-based strip securities from various regulatory requirements, including Section 2.1 of National Instrument 44-102 - *Shelf Distributions* and Section 2.1 of National Instrument 44-101 - *Short Form Prospectus Distributions*.

See e.g. *RBC Dominion Securities Inc. et al.*, (2013) 36 OSCB 3867 (Apr. 8), online: [www.osc.gov.on.ca/en/SecuritiesLaw\\_ord\\_20130411\\_2110\\_rbc-dominion.htm](http://www.osc.gov.on.ca/en/SecuritiesLaw_ord_20130411_2110_rbc-dominion.htm). Pursuant to each such decision, Canadian securities dealers file with the applicable Canadian securities regulatory authorities a short form base shelf prospectus and certain supplements thereto, pursuant to which certain Canadian corporate-bond based strip securities may be distributed on an on-going basis without a full prospectus (the "CARs<sup>1</sup> and PARs<sup>2</sup> Programme"). For each decision, the applicable shelf prospectus and its supplements may be found on the System for Electronic Document Analysis and Retrieval or "SEDAR" at: [www.sedar.com](http://www.sedar.com).

**Risk and other disclosures relating to securities issued as part of the CARs and PARs Programme are set forth in the shelf prospectus and supplements published on SEDAR, and investors considering purchasing such securities are advised to consult these documents, since considerations unique to securities issued as part of the CARs and PARs Programme are not addressed herein.**

### Strip Bonds and Strip Bond Packages ("Strips")

A strip bond - commonly referred to as a "strip" - is a fixed-income product that is sold at a discount to face value and matures at par. This means the holder is entitled to receive the full-face value at maturity. Strips do not pay interest, but rather, the yield at the time of purchase is compounded semi-annually and paid at maturity. Since the return on a strip is fixed at the time of purchase, strips may be a suitable investment where the holder requires a fixed amount of funds at a specific future date.

A strip is created when a conventional debt instrument, such as a government or corporate bond, discount note or asset-backed security (i.e., the "underlying bond"), is separated into its "interest" and "principal" component parts for resale. Components are fungible and may be pooled together where they share the same issuer, payment date and currency and have no other distinguishing features. The two types of components may be referred to as follows:

- The "coupon": the interest-paying portion of the bond; and
- The "residual": the principal portion.

A strip bond package is a security comprised of two or more strip components. Strip bond packages can be created to provide holders with a regular income stream, similar to an annuity, and with or without a lump sum payment at maturity.<sup>3</sup> By laddering strips with staggered maturities or other payment characteristics, holders can strategically manage their cash flow to meet their future obligations and specific needs.

### Strips vs. Conventional Bonds

Strips are offered on a variety of terms and in respect of a variety of underlying bonds, including government bonds issued by the Government of Canada or provincial, municipal and other government agencies, or a foreign government. CARs and PARs are examples of strips derived

<sup>1</sup> CARs are corporate strip bonds comprised of coupon and residual securities.

<sup>2</sup> PARs are a form of strip bond package where the coupon rate is reduced to current yields, thus allowing the package to be sold at par.

<sup>3</sup> A bond-like strip bond package has payment characteristics resembling a conventional bond, including regular fixed payments and a lump-sum payment at maturity. In contrast, an annuity-like strip bond package provides regular fixed payments but no lump-sum payment at maturity.

from high-quality corporate bonds. Some differences between strips and conventional bonds that you may wish to consider include the following:

- strips are sold at a discount to face value and mature at par, similar to T-bills. Unlike conventional interest-bearing debt securities, strips do not pay interest throughout the term to maturity; rather, the holder is entitled to receive a fixed amount at maturity;
- the yield or interest earned is the difference between the discounted purchase price and the maturity value; thus, for a given par value, the purchase price for a strip will typically be lower the longer the term to maturity;
- a strip with a longer term to maturity will generally be subject to greater price fluctuations than a strip of the same issuer and yield but with a shorter term to maturity;
- strips typically offer higher yields over T-Bills, GICs and term deposits, and over conventional bonds of the same issuer, term and credit rating;
- the higher yield offered by strips reflects their greater price volatility. Like conventional bonds, the price of a strip is inversely related to its yield. Thus, when prevailing interest rates rise, strip prices fall, and vice versa;
- however, the rise or fall of strip prices is typically more extreme than with conventional bonds of the same issuer, term and credit rating. The primary reason for this greater volatility is that no interest is paid in respect of a strip bond prior to its maturity;
- unlike conventional bonds that trade in \$1,000 increments, strips may be purchased in \$1 multiples above the minimum investment amount, thereby enabling a holder to purchase a strip for any desired face value amount above the minimum investment amount; and
- strips are less liquid than conventional bonds of the same issuer, term and credit rating; there may not be a secondary market for certain strips and strip bond packages, and there is no requirement or obligation for investment dealers or financial institutions to maintain a secondary market for strips sold by or through them; as a result, purchasers should generally be prepared to hold a strip to maturity, since they may be unable to sell it - or only able to sell it at a significant loss - prior to maturity.

#### Dealer Mark-ups and Commissions

When purchasing or selling a strip bond or a strip bond package, the prospective purchaser or seller should inquire about applicable commissions (mark-ups or mark-downs) when executing the trade through an investment dealer or financial institution, since such commissions will reduce the effective yield (if buying) or the net proceeds (if selling). Investment dealers must make reasonable efforts to ensure the aggregate price, inclusive of any mark-up or mark-down, is fair and reasonable taking into consideration all reasonable factors. Commissions quoted by investment dealers generally range between \$0.25 to \$1.50 per \$100 of maturity amount of the strip, with commissions typically at the higher end of this range for small transaction amounts, reflecting the higher relative costs associated with processing small trades.

The table below illustrates the after-commission yield to a strip holder with different terms to maturity and assuming a before-commission yield of 5.5%. All of the yield numbers are semi-annual. For example, a strip bond with a term to maturity of one year and a commission of 25 cents per \$100 of maturity amount has an after-commission yield of 5.229%. The before-commission cost of this particular strip bond will be \$94.72 per \$100 of maturity amount while the after-commission cost will be \$94.97 per \$100 of maturity amount. In contrast, a strip bond with a term to maturity of 25 years and a commission of \$1.50 per \$100 of maturity amount has an after-commission yield of 5.267%. The before-commission cost of this particular strip bond will be \$25.76 per \$100 of maturity amount while the after-commission cost will be \$27.26 per \$100 of maturity amount.<sup>4</sup>

Commission or dealer mark-up amount (per \$100 of maturity amount)	Term to maturity in years and yield after commission or dealer mark-up (assuming a yield before commission of 5.5%)					
	1	2	5	10	15	25
\$0.25	5.229%	5.357%	5.433%	5.456%	5.462%	5.460%
\$0.75	4.691%	5.073%	5.299%	5.368%	5.385%	5.382%
\$1.50	3.892%	4.650%	5.100%	5.238%	5.272%	5.267%

**Prospective purchasers or sellers of strips should ask their investment dealer or financial institution about the bid and ask prices for strips and may wish to compare the yield to maturity of the strip, calculated after giving effect to any applicable mark-up or commission, against the similarly calculated yield to maturity of a conventional interest-bearing debt security.**

#### Secondary Market and Liquidity

Strips may be purchased or sold through investment dealers and financial institutions on the “over-the-counter” market rather than on an exchange. Where there is an active secondary market, a strip may be sold by a holder prior to maturity at the prevailing market price in order to realize a capital gain or to access funds. However, liquidity may be limited for certain strip bonds and strip bond packages, and, as noted

<sup>4</sup> The purchase price of a strip bond may be calculated as follows:

Purchase Price = Maturity (Par) Value / (1 + y/2)<sup>2n</sup>, where “y” is the applicable yield (before or after commission) and “n” is the number of years until maturity. For example, the purchase price (per \$100 of maturity value) for a strip bond that has a yield of 5.5% and 25 years until maturity is: 100/(1+0.0275)<sup>50</sup> = \$25.76.

above, investment dealers and financial institutions are not obligated to maintain a secondary market for strips sold by or through them. **As a result, there can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time, and investors should generally be prepared to hold strips to maturity or run the risk of taking a loss.**

**Other Risk Considerations**

Potential purchasers of strips should conduct their own research into the term, yield, payment obligations and particular features of a strip prior to purchase. While not an exhaustive list, you may wish to consider some of the following potential risks:

*Credit risk of the issuer* – strips represent a direct payment obligation of the government or corporate issuer, thus any change to an issuer’s credit rating or perceived credit worthiness may affect the market price of a strip, and the impact may be more severe than the impact on conventional bonds of the same issuer.

*Interest rate risk* – if interest rates rise, the market value of a strip will go down, and this drop in market value will typically be more severe than the drop in market value for the corresponding conventional bond from the same issuer for the same term and yield. If interest rates rise above the yield of the strip at the time of purchase, the market value of the strip may fall below the original price of the strip.

*Market and liquidity risk* – strips are not immune to market or liquidity risks and may have specific terms and conditions that apply in the event of a market disruption or liquidity event. If liquidity is low, it may be difficult to sell a strip prior to maturity and there may be large spreads between the bid and ask prices. **There can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time.**

*Currency risk* – strips may pay out in a currency other than Canadian dollars. Currency fluctuations may enhance, nullify, or exacerbate your investment gains or losses.

*Component risk* – you should ensure that you understand and are comfortable with the underlying components, terms, risks and features of a strip bond or strip bond package prior to purchase. For example, strips may be derived from asset-backed securities or callable or retractable bonds and may have features such as inflation indexation or structured payments.

*Price volatility* – strips are generally subject to greater price volatility than conventional bonds of the same issuer, term, and credit rating, and will typically be subject to greater price fluctuations in response to changes to interest rates, credit ratings and liquidity and market events. The table below shows the impact that prevailing interest rates can have on the price of a strip. For example, as indicated in the table below, an increase in interest rates from 6% to 7% will cause the price of a 5-year strip bond with a maturity value of \$100 to fall by 4.73% - a larger percentage drop than for a \$100 5 year traditional bond, whose price would fall only 4.16%, assuming the same increase in interest rates.

**Market Price Volatility**

Bond Type	Market Price	Market Yield	Price with Rate Drop to 5%	Price Change	Price with Rate Increase to 7%	Price Change
6% 5-Year Bond	\$100.00	6.00%	\$104.38	+4.38%	\$95.84	-4.16%
5-Year Strip Bond	\$74.41	6.00%	\$78.12	+4.99%	\$70.89	-4.73%
6% 20-Year Bond	\$100.00	6.00%	\$112.55	+12.55%	\$89.32	-10.68%
20-Year Strip Bond	\$30.66	6.00%	\$37.24	+21.49%	\$25.26	-17.61%

**Custodial Arrangements**

Due to the high risk of forgery, money laundering and similar illegal activities - and the costs associated with such risks - with physical strips and bearer instruments, most investment dealers and financial institutions will only trade or accept transfer of book-based strips. CDS Clearing and Depository Services Inc. (“CDS”) provides strip bond services, including book-based custodial services for strips and underlying bonds. Custodian banks or trust companies may also create and take custody of strips that are receipt securities and may permit holders to obtain a registered certificate or take physical delivery of the underlying coupon(s) or residue(s). However, if the holder decides to take physical delivery, he or she should be aware of the risks, including the risk of lost ownership, associated with holding a bearer security which cannot be replaced. In addition, the holder should be aware that the secondary market for physical strips may be more limited than for book-based strips due to the risks involved. Investors in strip components held by and at CDS are not entitled to a physical certificate if the strips are Book Entry Only.

**Canadian Income Tax Summary**

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should refer questions to the Canada Revenue Agency (<http://www.cra-arc.gc.ca/>) or consult their own tax advisors for advice relating to their particular circumstances.

The following is only a general summary regarding the taxation of strip bonds and strip bond packages under the *Income Tax Act (Canada)* (the “Tax Act”) for purchasers who are residents of Canada and hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The following does not constitute legal advice.

**Qualified Investments**

Strip bonds and strip bond packages that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada are “qualified investments” under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit-sharing plans, registered disability

savings plans and tax-free savings accounts (“Registered Plans”). Depending on the circumstances, strip bonds issued by corporations may also be “qualified investments” for Registered Plans.

### Annual Taxation of Strip Bonds

The Canada Revenue Agency takes the position that strip bonds are a “prescribed debt obligation” within the meaning of the Tax Act. Consequently, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year. Strips may therefore be more attractive when purchased and held in non-taxable accounts, such as self-directed Registered Plans, pension funds and charities.

In general terms, the amount of notional interest deemed to accrue each year will be determined by using the interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the underlying bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the underlying bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of that year to June 30 of the subsequent year (provided that the strip bond is still held on June 30 of the subsequent year).

In some circumstances the anniversary date of the issuance of the underlying bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

### Disposition of Strip Bonds Prior To Maturity

A purchaser who disposes of a strip bond prior to, or at, maturity, is required to include in the purchaser’s income for the year of disposition notional interest accrued to the date of disposition that was not previously included in the purchaser’s income as interest. If the amount received on a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss.

### Strip Bond Packages

For tax purposes, a strip bond package is considered a series of separate strip bonds with the income tax consequences as described above applicable to each such component of the strip package. Thus a purchaser of a strip bond package will normally be required to make a calculation in respect of each component of the strip bond package and then aggregate such amounts to determine the notional interest accrued on the strip bond package. As an alternative, in cases where the strip bond package is issued at or near par and is kept intact, the Canada Revenue Agency will accept tax reporting that is consistent with reporting for ordinary bonds (i.e., reported on a T5 tax slip as accrued interest where it is matched by cash flow), including no obligation to report premium or discount amortization where the strip bond package is subsequently traded on the secondary market.

## 8. Declarations of Trusts

Aviso Correspondent Partners uses Canadian Western Trust Company as trustee for any registered plans held by you. The following Declarations of Trust (as applicable) apply to your Account if it is a registered plan.

### A. Aviso Financial Self-Directed Retirement Savings Plan Declaration of Trust

This declaration of trust (the “Declaration”), together with the application, constitutes an arrangement entered between Canadian Western Trust Company as Issuer of the Plan and any entity (the “Holder[s]”) with whom the Issuer agrees to pay or to cause to be paid Disability Assistance Payments to a Beneficiary. Canadian Western Trust Company is a trust company incorporated under the laws of Canada. Within this Declaration the word “agent” refers to “agent for the trustee”.

Canadian Western Trust Company agrees to act as trustee for the Aviso Financial Self-Directed Disability Savings Plan created pursuant to the Application and this Declaration (the “RDSP”) in accordance with the terms and conditions set out below:

**1. DEFINED TERMS:** For the purposes of this arrangement the ensuing terms will have the following meanings:

“**Agent**” means Aviso Financial.

“**Applicable Legislation**” means the Income Tax Act (the “ITA”), the Canada Disability Savings Act (the “CDSA”) and its Regulations that govern this Plan, the property in this Plan, and the parties involved in this arrangement.

“**Assistance Holdback Amount**” has the meaning assigned under the Canada Disability Savings Regulations.

“**Beneficiary**” means the individual designated in the application by the Holder(s) to whom Lifetime Disability Assistance Payments and Disability Assistance Payments shall be paid.

“**Designated Provincial Program**” means a program that is established under the laws of a province and that supports savings in Registered Disability Savings Plans.

“**Disability Assistance Payment**” means any payment from the Plan to the Beneficiary or to the Beneficiary’s estate.

“**Disability Savings Plan**” of a Beneficiary means an arrangement between the Issuer and one or more of the following:

- (i) the Beneficiary;
- (ii) an entity who is a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into;
- (iii) a Qualifying Family Member in relation to the Beneficiary, who was the holder of the Beneficiary’s previous Registered Disability Savings Plan - if the Plan is opened as a result of a transfer from the previously opened Registered Disability Savings Plan; and
- (iv) a legal parent of the Beneficiary who is not a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into but is a holder of another Registered Disability Savings Plan of the Beneficiary; under which one or more contributions are to be made in trust to the Issuer to be invested, used, or applied by the Issuer for the purpose of making payments to the Beneficiary and where the arrangement is entered into in a taxation year in respect of which the Beneficiary is eligible for the disability tax credit.

“**DTC Eligible individual**” means an individual who would be eligible for the disability tax credit if subsection 118.3(1) of the ITA were read without reference to paragraph 118.3(1)(c) of the ITA.

“**Government Funded Benefits**” means the Canada Disability Savings Grant and/or the Canada Disability Savings Bond.

“**Holder**” means:

- (i) an entity that has entered into the Plan with the Issuer;
- (ii) an entity who receives rights as a successor or assignee of an entity who entered into the Plan with the Issuer; and
- (iii) the Beneficiary, if the Beneficiary has rights under the Plan to make decisions concerning the Plan, unless the Beneficiary’s only right is to request that Disability Assistance Payments be made as detailed in section 8(b).

“**Issuer**” means Canadian Western Trust Company.

“**Lifetime Disability Assistance Payments**” means Disability Assistance Payments that, after they begin to be paid, are payable at least annually until the earlier of the day on which the Beneficiary dies and the day on which the Plan is terminated.

“**Plan**” means this arrangement established hereunder and known as the Aviso Financial Self-Directed Disability Savings Plan.

“**Plan Trust**” means the trust governed by the Plan.

“**Primary Caregiver**” means, with respect to the Beneficiary at the time the application is signed, either:

- (i) the individual who is eligible to receive the Canada Child Tax Benefit payment; or,
- (ii) the department, agency or institution that receives a special allowance payable under the Children’s Special Allowances Act (Canada).

“**Qualifying Family Member**” in relation to a Beneficiary of a Disability Savings Plan, at any time, means an individual who, at that time is:

- (i) a legal parent of the Beneficiary; or
- (ii) a spouse or common-law partner of the Beneficiary who is not living separate and apart from the Beneficiary by reason of a breakdown of their marriage or common-law relationship.
- (iii) A brother or sister of the beneficiary

“**Qualifying Person**” means: If the Beneficiary has not reached the age of majority at or before the time the arrangement is entered into:

- (i) a legal parent of the Beneficiary;
- (ii) a guardian, tutor, curator or other individual who is legally authorized to act on behalf of the Beneficiary; or
- (iii) a public department, agency, or institution that is legally authorized to act on behalf of the Beneficiary.

If the Beneficiary has reached the age of majority at or before the time the arrangement is entered into but is not contractually competent to enter into the arrangement, Qualifying Person will mean an entity as described in paragraphs (ii) or (iii) of this definition.

Other than for the purpose of acquiring successor or assignee rights as described in section 4, an individual who is a Qualifying Family Member in relation to the Beneficiary is a Qualifying Person if the following conditions are met:

- (a) the Qualifying Family Member opens the Plan for the Beneficiary before January 1, 2027.

- (b) at the time the Plan is opened, the Beneficiary is not the Beneficiary of another RDSP;
- (c) the Beneficiary attained the age of majority before the Plan was entered into;
- (d) no entity that is legally authorized to act on behalf of the Beneficiary exists; and
- (e) After reasonable inquiry, the Issuer determines that the Beneficiary is not contractually competent to enter into this Plan with the Issuer.

“**Registered Disability Savings Plan**” means a Disability Savings Plan that satisfies the conditions of section 146.4 of the ITA.

“**Specified Maximum Amount**” means the greater of the legislated maximum formula result and the sum of:

- (a) 10% of the plan’s fair market value; and
- (b) All periodic payments from locked-in annuity contracts.

The fair market value does not include amounts held in locked-in annuity contracts. Also, if the Plan disposes of a locked-in annuity contract during the calendar year, the periodic payment amount will contain a reasonable estimate of amounts that would have been paid from the annuity into the Plan in that year.

“**Specified Minister**” means the Minister of Employment and Social Development Canada.

“**Specified RDSP Payment**” means a payment that is made to the Plan after June 2011, that is designated in prescribed form, by the Holder and the Beneficiary as a Specified RDSP Payment at the time the payment is made. The payment is an amount that originated from the registered retirement savings plan, registered retirement income fund, specified pension plan, pooled registered pension plan or registered pension plan of the Beneficiary’s deceased parent(s) or grandparent(s). The amount was paid as a refund of premiums, and eligible amount or a payment (with exception to a payment that is part of a series of periodic payments or payments that relate to an actuarial surplus) because of a parent(s) or grandparent(s) death and the Beneficiary was financially dependent on the parent or grandparent because of mental or physical infirmity at the time of their death.

“**Specified Year**” means the particular calendar year in which a medical doctor or a nurse practitioner, who is licensed to practice under the laws of a province (or the place where the Beneficiary resides), certifies in writing that, in their professional opinion, the Beneficiary is not likely to live more than five years, and each of the following five calendar years after the particular calendar year. The specified year will not include any calendar year that is prior to the calendar year in which the certification is provided to the Issuer.

“**Non-qualified investment**”- Means: Under subsection 149.1(1) of the Income Tax Act, a non-qualified investment of a private foundation generally refers to a debt, share, or a right to acquire a share.

Specifically, a non-qualified investment is:

- (a) a debt, other than a pledge, owing to the foundation by a person (other than an excluded corporation) who:
  - (i) is a member, shareholder, trustee, settlor, officer, official, or director of the foundation (or persons who do not deal at arm’s length with any of these individuals);
  - (ii) individually, or as a member of a group of persons who do not deal with each other at arm’s length, who contributed more than 50% of the foundation’s capital (or persons who do not deal at arm’s length with any of these persons); or
  - (iii) is a corporation controlled by the foundation, any person or group of persons referred to in (i) or (ii) above, the foundation and any other private foundation it does not deal with at arm’s length, or by any combination thereof;
- (b) a share held by the private foundation in a corporation (other than a share of an excluded corporation) described in (a)(iii), provided the share is neither listed on a [designated stock exchange](#) nor prescribed as per section 6203 of the Income Tax Regulations; or
- (c) a right held by the foundation to acquire a share referred to in (b)

For the purposes of this definition, an excluded corporation is:

- a limited-dividend housing company to which paragraph 149(1)(n) of the Income Tax Act applies
- a corporation whose issued shares are all held by the private foundation
- a corporation, all of the property of which is used by a registered charity in its administration or in carrying on its charitable activities.

- 2. PURPOSE OF THE PLAN:** The Plan will be operated exclusively for the benefit of the Beneficiary under the Plan. The Beneficiary’s designation is irrevocable and no right of the Beneficiary to receive payments from the Plan is capable of surrender or assignment.



- 3. REGISTRATION OF THE PLAN:** The following conditions must be satisfied in order for the Plan to be considered registered:
- (i) before the Plan is entered into, the Issuer must receive written notification from the Minister of National Revenue that provides approval of the specimen plan under which the arrangement is based;
  - (ii) at or before the time the Plan is entered into, the Issuer must be provided with the social insurance numbers of the Beneficiary and every entity who enters into the Plan with the Issuer (in the case of an entity that is a business, their business number);
  - (iii) at the time the Plan is entered into, the Beneficiary must be resident in Canada unless the Beneficiary is currently a Beneficiary under another Registered Disability Savings Plan; and
  - (iv) the Beneficiary must be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for him/her. An exception will be made if the beneficiary is not a DTC-eligible individual and the plan is opened as a result of a transfer from the beneficiary's prior RDSP in accordance with section 9.

The Plan will not be considered registered unless the Issuer notifies the Specified Minister of the Plan's existence in prescribed form containing prescribed information without delay after this arrangement is entered into.

The Plan will not be considered registered if the Beneficiary of the Plan is also the Beneficiary of another Registered Disability Savings Plan that has not been terminated without delay, or any later day that the Specified Minister considers reasonable in the circumstances, after the Plan is entered into.

- 4. CHANGES IN HOLDER:** An entity may only become a successor or assignee of a Holder if the entity is:
- (i) the Beneficiary;
  - (ii) the Beneficiary's estate;
  - (iii) a Holder of the Plan at the time rights are acquired;
  - (iv) a Qualifying Person in relation to the Beneficiary at the time rights under the Plan are acquired; or
  - (v) a legal parent of the Beneficiary who was previously a Holder of the Plan.

An entity may not exercise their rights as a successor or assignee of a Holder until the Issuer is advised that the entity has become a Holder of the Plan. Before exercising their rights as a successor or assignee of a Holder, the Issuer must be in receipt of the entity's social insurance number or business number, as the case may be.

If a Holder (other than a legal parent of the Beneficiary) ceases to be a Qualifying Person, he or she will also cease to be a Holder of the Plan. There must be at least one Holder of the Plan at all times and the Beneficiary or the Beneficiary's estate may automatically acquire rights as successor or assignee of a Holder in order to comply with this requirement.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions (a) to (e) under the Qualifying Person definition) will cease to be a Holder of the Plan if the Beneficiary notifies the Issuer that they wish to become the Holder and either the Issuer, after reasonable enquiry determines the Beneficiary to be contractually competent, or a competent tribunal or other provincial authority has declared the Beneficiary to be contractually competent.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions (a) to (e) under the Qualifying Person definition) will cease to be a Holder of the Plan if an entity described in point (ii) or (iii) of the Qualifying Person definition is given legal authority to act on behalf of the Beneficiary. The entity will promptly notify the Issuer of their appointment, at which time the entity will replace the Qualifying Family Member as Holder.

If there is a dispute over a Qualifying Family Member's status as Holder, the Qualifying Family Member (who is a Qualifying Person solely because of conditions (a) to (e) under the Qualifying Person definition) must attempt to avoid a reduction in the fair market value of the Plan Trust's property. The Qualifying Family Member must apply this requirement until the dispute is settled or a new entity is named as Holder.

- 5. WHO MAY BECOME A BENEFICIARY OF THE PLAN:** An individual may only be designated as a Beneficiary of the Plan if the individual is resident in Canada when the designation is made, unless he or she was already a Beneficiary under another Registered Disability Savings Plan. The individual must also be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for them before designation to the Plan can take place. An individual is not considered a Beneficiary of the Plan until the Holder designates the Beneficiary on the application by providing the Beneficiary's full name, address, social insurance number, gender, and date of birth.
- 6. CONTRIBUTIONS:** Only the Holder may make contributions to the Plan unless they have given written consent to allow another entity to make contributions into the Plan. Contributions may not be made into the Plan if the Beneficiary is not a DTC Eligible Individual in respect of the taxation year in which the contribution is made. Where the beneficiary is not a DTC-eligible individual, a specified RDSP payment can be made into this plan no later than the end of the fourth calendar year following the first year throughout which the beneficiary is not a DTC-eligible individual. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be Contributions to the Plan.

Contributions may not be made into the Plan if the Beneficiary died before that time.

A contribution may not be made into the Plan, other than as a transfer in accordance with section 9, if:

- (i) the Beneficiary is not resident in Canada at that time;
- (ii) the Beneficiary turns 59 years of age before the calendar year that includes that time; or
- (iii) the total of the contribution and all other contributions made (other than as a transfer in accordance with section 9) at or before that time to the Plan or to any other plan of the Beneficiary would exceed \$200,000.

A contribution does not include Government Funded Benefits, amounts from a Designated Provincial Program or from another program that has a similar purpose and is funded directly or indirectly by a province (other than an amount paid by an entity described in paragraph (iii) of the Qualifying Person definition, or an amount transferred to the plan in accordance with section 9).

Other than for the purposes of this section and for the purposes of paragraphs 8(a), (b), and (c), a Specified RDSP Payment and an accumulated income payment from a registered education savings plan are not considered contributions to the Plan. These payments are not considered advantages in relation to the Plan (they are not considered a benefit or loan that is conditional in any way on the existence of the Plan).

**7. PAYMENTS FROM THE PLAN:** No payments will be made from the Plan other than:

- (i) the payment of Disability Assistance Payments to a Beneficiary of the Plan;
- (ii) the transfer of an amount to another trust that irrevocably holds property under a Registered Disability Savings Plan of the Beneficiary, as detailed in section 9; and
- (iii) repayment of amounts under the CDSA and its Regulations or a Designated Provincial Program.

A Disability Assistance Payment may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.

Lifetime Disability Assistance Payments will begin no later than the end of the calendar year in which the Beneficiary turns 60 years of age. In such a case where the Plan is established after the Beneficiary turns 60 years of age, Lifetime Disability Assistance Payments will begin in the calendar year immediately following the calendar year in which the Plan is established.

Lifetime Disability Assistance Payments for a calendar year are limited to the amount determined by the formula described in paragraph 146.4(4)(l) of the ITA.

If the Beneficiary reached 59 years of age before the current year, the total amount of all payments that are made from the Plan in the year must be at least equal to the amount determined by the formula described in paragraph 146.4(4)(l) of the ITA.

**8. DISABILITY ASSISTANCE PAYMENTS:** If the total amount of all Government Funded Benefits paid into this and another Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year exceeds the total amount of contributions (other than as a transfer in accordance with section 9 paid into this and another Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year then the following conditions must be adhered to:

- (a) If the calendar year is not a Specified Year for the Plan, and the conditions in section 10(2)(a) and (b) are not met in the calendar year, the total amount of Disability Assistance Payments made in the year from the Plan will not exceed the amount determined by the formula in paragraph 146.4(4)(l) of the ITA in respect of the Plan for the calendar year. When calculating the total amount, a transfer as detailed in section 9 is to be disregarded if payments are made in lieu of those that should have been made under the prior plan of the Beneficiary as described in paragraph 146.4(8)(d) of the ITA. A transfer as detailed in section 9 is to be disregarded if the transfer is made in lieu of a payment that would have been permitted to be made from the other plan in the calendar year if the transfer had not occurred.
- (b) If the Beneficiary has reached 27 years of age but not 59 years of age before the particular calendar year, the Beneficiary may direct that one or more Disability Assistance Payments be made from the Plan in the year provided that the total of all Disability Assistance Payments made from the plan in the year do not exceed the amount imposed by the constraints of paragraph (a) of this section. These payments may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.
- (c) If the Beneficiary has reached 59 years of age before the particular calendar year, the total of all Disability Assistance Payments made from the Plan in the year, will not be less than the amount determined by the formula described in paragraph 146.4(4)(l) of the ITA. If the property in the Plan Trust is insufficient to make available the required amount, a lesser amount may be paid.

**9. TRANSFERS:** At the direction of the Holder(s) of the Plan, the Issuer will transfer all property held by the Plan Trust directly to another Registered Disability Savings Plan of the Beneficiary without delay.

The Issuer will provide the issuer of the new plan with all information in their possession that is necessary for the new issuer to comply with the requirements of the Applicable Legislation.

The Issuer will terminate the Plan immediately following the transfer to the new Registered Disability Savings Plan.

In addition to any other Disability Assistance Payments that are required to be paid to the Beneficiary in the year, if the Beneficiary is transferring an amount from another Registered Disability Savings Plan and the Beneficiary attained the age of 59 years before the calendar year in which the transfer occurs, the Plan will make one or more Disability Assistance Payments to the Beneficiary whose total will be equal to the amount by which:

- (i) the total amount of Disability Assistance Payments that would have been made from the prior plan in the year if the transfer had not occurred exceeds;
- (ii) the total amount of Disability Assistance Payments made from the prior plan in the year.

Transfers of cash and other property acceptable to the Issuer may be made to the Plan by the Plan Holder. Acceptable transfers include, transfers from other RDSPs, transfers of amounts received as a Beneficiary of an RESP, RSP, RPP or a RIF. The assets of the Plan (in the aggregate, the "RDSP Assets") shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held, invested and applied in accordance with this Declaration.

- 10. TERMINATION OF THE PLAN:** After taking into consideration the Assistance Holdback Amount, any remaining amount in the Plan will be paid to the Beneficiary or to his or her estate.

This amount will be paid by the end of the calendar year following the earlier of:

- (i) the calendar year in which the Beneficiary dies; and
- (ii) the first calendar year in which the following conditions are met:
  - (iii) a. the holder has requested that the issuer terminate the plan, and
  - (iv) b. throughout the year which the beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1) (a.1) of the ITA.

- 11. OWNERSHIP AND VOTING RIGHTS:** The Issuer or the Agent may hold RDSP Assets in their name, their nominee's name, bearer form or any other name the Issuer or Agent determines. The voting rights attached to securities held under the RDSP and credited to the Holder's account may be exercised by the Holder and for this purpose, the Holder is hereby appointed as attorney for the Issuer or Agent to execute and deliver proxies and/or other instruments in accordance with Applicable Legislation.
- 12. DOCUMENTATION:** Notwithstanding anything to the contrary herein, the Issuer may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Issuer in its discretion deems appropriate.
- 13. INSTRUCTIONS:** The Issuer and the Agent shall be entitled to rely upon instructions in writing received from you or from any person designated in writing, in accordance with applicable legislation, by you to give instructions on behalf of you or from any person purporting to be you or such designated person, as if they were from you. Subject to applicable legislation, the Issuer or the Agent may, without incurring any liability to you or any other person, decline to act upon any instruction.]<sup>1</sup>
- 14. NOTICES:** Any notices, demands, orders, documents or any other written communication the Issuer or Agent may forward to the Holder by mail, postage paid, to the Holder's address indicated on the Application (or subsequent written notification of a new address which the Issuer or the Agent acknowledges received) shall be deemed to be received by the Holder (3) days after such mailing. The Holder acknowledges that the Issuer or Agent shall be under no further obligation to locate the Holder for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
- 15. AMENDMENTS:** The Issuer and Agent may from time to time, in their sole discretion, amend the terms of the RDSP and this Declaration, providing that such amendments shall not disqualify the RDSP as a qualifying arrangement within the meaning of Applicable Legislation. The Issuer or the Agent will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. The Issuer or the Agent will provide the Holder with thirty (30) days notice of any amendments.
- 16. NON-COMPLIANCE OF THE PLAN:** If either the Issuer, the Holder, or the Beneficiary of the Plan fails to comply with the requirements in respect of Registered Disability Savings Plans as set out in the Applicable Legislation or if the Plan is not administered in accordance with its terms, the Plan will be considered non-compliant and will cease to be a Registered Disability Savings Plan at that time.

At the time the Plan ceases to be registered, a Disability Assistance Payment will be deemed to have been made from the Plan to the Beneficiary or, if the Beneficiary is deceased, to their estate, that is equal to the amount by which the fair market value of the property held by the Plan Trust exceeds the Assistance Holdback Amount.

If the Plan ceases to be registered because a Disability Assistance Payment is made that results in the fair market value of the property in the plan being less than the Assistance Holdback Amount, an additional Disability Assistance Payment will also be deemed to be made from the Plan to the Beneficiary at that time which is equal to:

- (i) the amount by which the lesser of the Assistance Holdback Amount in relation to the Plan and the fair market value of the property held by the Plan Trust at the time of payment exceeds.
- (ii) the fair market value of the property held by the Plan Trust immediately after the payment. The non-taxable portion of this payment will be deemed to be nil. If the requirements of the Applicable Legislation are not met, the Plan will cease to be a Registered Disability Savings Plan unless the Minister of National Revenue waives such requirements.

**17. OBLIGATIONS OF THE ISSUER:** The Issuer will forward notification of any change in Holder under the Plan to the Specified Minister in prescribed form containing prescribed information on or before the day that is 60 days after the later of:

- (i) the day on which the Issuer is advised of the change in Holder; and
- (ii) the day on which the Issuer is provided with the social insurance number or business number of the new Holder.

The Minister of National Revenue must approve amendments to the specimen plan under which this Plan is based before the Issuer can amend the Plan terms and conditions.

If the Issuer discovers that the Plan is or will likely become non-compliant, the Issuer will notify both the Minister of National Revenue and the Specified Minister of this fact within 30 days after the Issuer becomes aware of possible or factual non-compliance.

If the Issuer enters into the Plan with a Qualifying Family Member who is a Qualifying Person solely because of (a) to (e) under the definition of Qualifying Person, above the Issuer will be required to:

- (a) so notify the Beneficiary under the Plan without delay in writing and include in the notification information setting out the circumstances in which the Holder of the Plan may be replaced under section 146.4(1.5) or 146.4(1.6) of the ITA.
- (b) collect and use any information provided by the Holder that is relevant to the administration of the Plan.

The Issuer will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that a Holder of the Plan may become liable to pay tax under Part XI of the ITA in connection with the Plan.

If the Issuer fails to comply with these obligations, the Issuer is liable to penalties as set out in subsection 162(7) of the ITA.

The issuer will not be held liable for entering into this Plan with a Qualifying Family Member if at the time the Plan was entered into, the issuer had made a reasonable enquiry into the beneficiary's contractual competence, and it was the issuer's opinion that the beneficiary's contractual competence was in doubt.

**18. RESPONSIBILITY FOR THE PLAN AND THE PLAN TRUST:** The Issuer has ultimate responsibility for the administration of the Plan and the Plan Trust. Therefore, the Issuer shall ensure that the Plan and the Plan Trust are administered in compliance with the requirements of the Applicable Legislation.

**19. DELEGATION OF DUTIES:** Without limiting the Issuer's responsibility as trustee of the RDSP, the Issuer may appoint agents and may delegate to their agents the performance of administrative and any other duties required under the RDSP and Declaration. The Issuer may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. The Issuer may pay to any agent or advisor a fee under the provisions of this Declaration, but the Issuer will not be liable for any acts, omissions or negligence of any of their agents or advisors so long as the Issuer has acted in good faith. The Issuer acknowledges having responsibility for the administration of the RDSP.

If the Issuer enters into a contractual arrangement with a third party for the purpose of permitting the third party to perform administrative or other duties under the Plan, the ultimate responsibility for the Plan and the Plan Trust remains with the Issuer as detailed in section 18.

The Issuer is responsible for the payment of any penalties resulting from non-compliance as detailed in section 17.

**20. LIABILITY OF CANADIAN WESTERN TRUST COMPANY:** Neither the Issuer nor the Agent are responsible for valuing RDSP Assets that are not publicly traded on a stock exchange recognized within the Applicable Legislation. The Issuer and Agent and their officers, employees, and agents shall be indemnified by the Holder and the RDSP directly from RDSP Assets against all expenses, liabilities, claims, demands or penalties arising out of or in respect of the RDSP and the RDSP Assets. The Issuer and the Agent and their officers, employees, and agents will accept investment instructions made in good faith by the Holder or the Holder's authorized dealer, or representative. Neither the Issuer nor the Agent will be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties imposed on them or the RDSP (other than penalties for which the Issuer or Agent is liable under the Act) as a result of acting in good faith on the Holder's authority or the authority of the Holder's authorized dealer or representative. Neither the Issuer nor the Agent will be liable for any charges incurred in performing their duties under the

RDSP, the Declaration or any additional terms and conditions which may apply to the RDSP under Applicable Legislation in connection with any transfers by the RDSP, unless caused by willful misconduct or gross negligence by the Issuer or the Agent or their officers, employees or agents.

- 21. INDEMNIFICATION:** The Holder, the Holder's heirs, executors, administrators, legal representatives or assigns and the Beneficiary under the RDSP will at all times indemnify the Issuer and the Agent, their directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and agents directly and out of the RDSP Assets for any taxes, interest, penalties or charges levied or imposed on them in respect of the RDSP (other than taxes, interest, penalties or charges for which the Issuer or Agent is liable under the Act), costs incurred in performing their duties under this Declaration or any losses incurred by the RDSP as a result of any loss or diminution of the RDSP Assets, purchases, sales, or retention of any investments, payments or distributions out of the RDSP made according to these terms and conditions, or acting or declining to act on any instructions given to the Issuer or the Agent, whether by the Holder, a person designated by the Holder or any person purporting to be the Holder or the person designated by the Holder. [The Issuer shall be indemnified out of the RDSP Assets in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Issuer'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 RDSP or the RDSP Assets, or to issue payment from the RDSP Assets, with or without instructions from you or in contradiction of your instructions. The Issuer or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Issuer or the Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from your account, you must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Issuer may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the RDSP or related to the RDSP and shall similarly be entitled to indemnity out of the RDSP Assets for so doing. In the event the RDSP Assets shall be insufficient to indemnify the Issuer fully in any such regard, by establishing the RDSP you agree to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.
- 22. SUCCESSOR TRUSTEE:** The Issuer may resign as the trustee of the RDSP and be discharged from all duties and liabilities under this Declaration by giving thirty (30) days written notice to the Holder. If the Holder does not appoint a successor trustee within ten (10) days of such written notice, the Issuer or the Agent may appoint a successor trustee for the RDSP. Upon the Issuer's resignation the Issuer and/or the Agent will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
- 23. GOVERNING LAW:** The terms of the RDSP will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
- 24. BINDING:** The terms of this Declaration will be binding on the Holder's heirs, executors, administrators or legal representatives and permitted assigns and the Issuer's or the Agent's successors and assigns.

**B. Aviso Financial Self-Directed First Home Savings Account (FHSA) Declaration of Trust**

We, Canadian Western Trust Company, a trust company existing under the laws of Canada, agree to act as trustee for the Aviso Financial (AF) Self-Directed First Home Savings Account (the "FHSA") created pursuant to the Application and this Declaration of Trust (the "Declaration") in accordance with the terms and conditions set out below:

**Some Definitions: In this Declaration, in addition to terms defined elsewhere herein,**

- **"Act"** means the *Income Tax Act* (Canada), and the regulations promulgated thereunder;
- **"Agent"** refers to the "agent for the trustee";
- **"applicable legislation"** means all provincial and federal legislation governing the FHSA, the FHSA Assets and the parties hereto including, without limitation, privacy and securities legislation. Any reference to applicable legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- **"Applicable Tax Legislation"** has the meaning set forth in paragraph 1;
- **"Application"** refers to the application form to which this Declaration is attached;
- **"Closing Date"** has the meaning set forth in paragraph 12;
- **"Contributions"** has the meaning set forth in paragraph 4;
- **"Purpose"** has the meaning set forth in paragraph 2;
- **"qualifying arrangement"** between a holder and an issuer that is registered with the Canada Revenue Agency
- **"qualifying home"** means a housing unit located in Canada, or a share of the capital stock of a cooperative housing corporation, the holder of which is entitled to possession of a housing unit located in Canada, except that, where the context so requires, a reference to a share with a right to possession of a housing unit described means the housing unit to which the share relates;

- **“qualifying individual”**, at a particular time, means an individual who
    - (a) is a resident of Canada;
    - (b) is at least 18 years of age; and
    - (c) did not, at any prior time in the calendar year or in the preceding four calendar years, inhabit as a principal place of residence a qualifying home (or what would be a qualifying home if it were located in Canada) that was owned, whether jointly with another person or otherwise, by:
      - (i) the individual, or
      - (ii) a person who is the spouse or common-law partner of the individual at the particular time;
  - **“qualifying withdrawal”** of an individual means an amount received at a particular time by the individual as a benefit out of or under an FHSA if
    - (a) the amount is received as a result of the individual’s written request in prescribed form in which the individual sets out the location of a qualifying home that the individual has begun, or intends not later than one year after its acquisition by the individual to begin, using as a principal place of residence;
    - (b) the individual
      - (i) is a resident of Canada throughout the period that begins at the particular time and ends at the earlier of the time of the individual’s death and the time at which the individual acquires the qualifying home, and
      - (ii) does not have an owner-occupied home within the meaning of paragraph 146.01(2)(a.1) of the Act in the period
        - a. that begins at the beginning of the fourth preceding calendar year that ended before the particular time, and
        - b. that ends on the 31<sup>st</sup> day before the particular time;
    - (c) the individual entered into an agreement in writing before the particular time for the acquisition or construction of the qualifying home before October 1 of the calendar year following the year in which amount was received; and
    - (d) the individual did not acquire the qualifying home more than 30 days before the particular time;
  - **“RRIF”** means a registered retirement income fund, as defined in the Act;
  - **“RRSP”** means a registered retirement savings plan, as defined in the Act;
  - **“Successor Holder”** your spouse or common-law partner, the survivor as defined in the Income Tax Act;
  - **“Survivor”** a spouse or common-law partner of the deceased holder before their death;
  - **“We”, “us”, “our”** and **“Trustee”** refer to Canadian Western Trust Company; and
  - **“You”, “your”** and **“yours”** refer to
    - (a) until the death of the individual who has signed the Application, the individual; and
    - (b) after the death of the individual who has signed the Application, the individual’s survivor, if the survivor is designated under the Application to become a successor of the individual and is a qualifying individual and in each case, will be the “Holder” of the FHSA.
1. **Registration:** We will file an election to register the qualifying arrangement as an FHSA under the provisions of the Act and any applicable income tax legislation of a province of Canada (collectively, “Applicable Tax Legislation”). If registered, the FHSA will be a “qualifying arrangement” as defined in the Act and you will be known for the purposes of the Applicable Tax Legislation as the “Holder” of the FHSA.
  2. **Purpose of the FHSA:** The primary purpose of the FHSA is for qualifying individuals to accumulate and invest funds to save for a down payment (the “Purpose”). The FHSA will be maintained for the exclusive benefit of you as the Holder, except as provided under paragraphs 20 as applicable.
  3. **Compliance:** The FHSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
  4. **Contributions:** Deposits to the FHSA made by you according to this Declaration and the Applicable Tax Legislation will be called the “Contributions”. Only you may make Contributions to the FHSA. Any dishonored cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be Contributions to the FHSA. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as well as any lifetime maximum limits as permitted by the Applicable Tax Legislation and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the FHSA under paragraph 13 hereto, will be called the “FHSA Assets”. The Trustee is not responsible for determining whether the aggregate of all Contributions made by you to the FHSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the FHSA in respect of the year. No Contributions to the FHSA may be made after the Closing Date.
  5. **Investments:** FHSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assigns subject to paragraph 25 hereto. Investment instructions must comply with requirements imposed by us in our sole

discretion. Your FHSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Applicable Tax Legislation for a FHSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. At any time, it is your responsibility to ensure all investments held in the FHSA are qualified investments under the Applicable Tax Legislation. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest-bearing account with us or Canadian Western Bank. The Trustee may retain all or such portion of the interest as it considers appropriate as a fee for services rendered in respect of the FHSA. 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.

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 of the FHSA Assets, except as otherwise expressly provided in this Declaration. Other than its duties with respect to the FHSA Assets expressly stated in this Declaration, the Trustee shall not be required or expected to take any action with regard to an investment without your prior instructions.

You shall not sign any document or authorize any action for the FHSA in the name of the Trustee or the Agent, including permitting any of the FHSA Assets to be used as security for a loan, without first having authorization from the Trustee.

- 6. Non-Qualified Investments and Excess Contributions:** You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the FHSA except for the Charges and Income Tax that the Trustee is liable under the Act and that cannot be deducted from the FHSA Assets. If the FHSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the FHSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the FHSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of FHSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem FHSA Assets as worthless and remove them from the FHSA if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges imposed on you or the FHSA under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of FHSA Assets from the FHSA.
- 7. Accounting:** We will maintain records relating to the FHSA reflecting the following:
  - (a) Contributions to the FHSA;
  - (b) Name, amount and cost of investments purchased or sold by the FHSA;
  - (c) Purchases and sales of investments we hold for you in the FHSA;
  - (d) Any income or loss earned or incurred by the FHSA;
  - (e) Withdrawals, transfers and any other payments from the FHSA; and
  - (f) The balance of the FHSA.
- 8. Income Tax Receipt :** On or before March 31 of each year, we will sent to you a receipt showing Contributions made by you during the preceding year. You will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Applicable Tax Legislation.
- 9. Statements:** We will issue statements for the FHSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in paragraph 16 hereof, we may, in our sole discretion, cease the issue of statements for the FHSA.
- 10. Withdrawals:** You may, by written instructions or by other manner of communication acceptable to us, for any reason other than the Purpose, request that we pay you all or any part of the FHSA Assets. 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 income taxes or other taxes and charges required on the 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 FHSA Assets or for any losses that may result from such sales. In the event that you seek a withdrawal of some, but not all, of the FHSA Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by you be distributed.
- 11. Refunds of Excess Contributions:** You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the Act relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. We will not be responsible for determining the amount of any such refund. Prior to us processing your written instructions, you will ensure sufficient cash is in the FHSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the FHSA Assets that have been refunded.

**12. Closing the FHSA:** Your FHSA will cease to be an FHSA at the earliest of the following times:

- a) the end of the year following the year in which the earliest of the following events occur:
    - (i) the 14<sup>th</sup> anniversary of you first opening an FHSA;
    - (ii) you turn 70 years of age; or
    - (iii) you make your first qualifying withdrawal; or
  - b) the end of the year following the year of the death of the last holder;
  - c) the time at which the FHSA ceases to be a qualifying arrangement; or
  - d) the time at which the FHSA is not administered in accordance with the conditions imposed under Applicable Tax Legislation.
- (the “**Closing Date**”).

You must notify us in writing at least 90 days prior to the Closing Date. This notice must also give us your instructions to either transfer the FHSA Assets on or before the Closing Date to a RRSP or RRIF.

If we do not receive your notice and instructions, we will sell the FHSA Assets, subject to the requirements of the Act, and, if the cash in the FHSA, less any sale costs and other related fees and charges (the “**FHSA Proceeds**”) exceeds \$10,000 (or such other amounts as we may in our sole discretion determine), we will prior to the end of that year transfer the FHSA Proceeds to a RRSP or RRIF for you and you hereby appoint us (and/or the Agent) as your attorney(s) in fact to execute all such documents and make elections as are necessary to establish the RRSP or RRIF. You will be deemed, as applicable, (i) to have elected to use your age to determine the minimum amount payable under the RRIF; (ii) not to have elected to designate your spouse or common law partner to become the successor annuitant of the RRSP or RRIF on your death; and (iii) not to have designated any beneficiary of the RRSP or RRIF. We will administer such RRSP or RRIF as trustee in accordance with the provisions of the Act. If the amount of the FHSA Proceeds is less than \$10,000 (or such other amounts as we may in our sole discretion determine), we will deposit the same, net of any required withholding, in a non-registered interest-bearing deposit account on your behalf and we will be entitled to collect administration fees directly from that account.

**13. Transfers to the FHSA:** You may request a transfer of amounts to the FHSA from another “FHSA” or any other source permitted under Applicable Tax Legislation or other applicable legislation. The Trustee may, in its sole discretion refuse to accept the property into the FHSA for any reason whatsoever and authorizes to transfer out of the FHSA to the Holder, without notice, any property of the FHSA the Trustee believes is not or may not be a Qualified Investment. The terms and conditions of the FHSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable legislation.

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

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

**16. Fees:** We may charge you or the FHSA fees for services we provide to you or the FHSA from time to time in accordance with our current fee schedule. We will give you a minimum of 60 days notice of any change in our fees. We are entitled to reimbursement from you or the FHSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses and any other charges reasonably incurred by us in connection with the FHSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the FHSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the FHSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the FHSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

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

**18. Proof of Age:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Closing Date.



- 19. Designation of Beneficiary:** Where applicable legislation permits, you may designate one or more beneficiaries to receive the FHSA Assets or the proceeds from the sale of the FHSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the FHSA Assets or the proceeds from the FHSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration.
- 20. Death of an FHSA Holder:** Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the FHSA Assets or the proceeds from the FHSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your FHSA, we will distribute FHSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the FHSA Assets to your estate. Once the FHSA Assets are transferred or the proceeds of the sale of the FHSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators, or legal representatives.
- 21. Ownership and Voting Rights:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the FHSA Assets, including the right to vote or give proxies to vote in respect thereof, or to sell assets to pay any taxes, assessments or charges in connection with the FHSA (other than those taxes, assessments and charges that the Trustee is liable for under the Act and that can't be paid out of the FHSA Assets). You authorize us or the Agent, if the FHSA at any time has a cash deficit in one or more currencies, to charge against the FHSA interest on the cash deficit until such deficit is eliminated and to sell any of the FHSA Assets to eliminate the cash deficit and to select which FHSA Assets to sell. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.
- 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 discretion deems appropriate.
- 23. Instructions:** The Trustee and the Agent shall be entitled to rely upon instructions in writing, received from you or from any person designated in writing, in accordance with applicable legislation, by you to give instructions on behalf of you or from any person purporting to be you or such designated person, as if they were from you. Without limiting the generality of the foregoing, the Trustee and the Agent are hereby authorized to rely upon instructions sent by e-mail, facsimile, web applications, and other similar unsecured electronic methods ("Electronic Methods") by persons believed by the Trustee and Agent to be authorized to give instructions on behalf of you. Subject to applicable legislation, the Trustee or the Agent may, without incurring any liability to you or any other person, decline to act upon any instruction.
- 24. Notices:** Any notices, demands, orders, documents or any other written communication we may forward to you by i) mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you three days after such mailing; and ii) any of the Electronic Methods shall be deemed to be received by you when directed to an electronic mail address at which you have consented to receive notice. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
- 25. Restrictions and Security for Indebtedness:** No advantage that is conditional in any way on the existence of the FHSA may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted under Applicable Tax Legislation. The trust is prohibited from borrowing money or other property for purposes of the FHSA. The FHSA interests may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.6(11) of the Act. While there is a holder of the FHSA, anyone, other than you or us, is prohibited from having any rights under the FHSA relating to the amount and timing of distributions and investing of funds.
- 26. Amendments:** We may from time to time, in our sole discretion, amend the terms of the FHSA and this Declaration, providing that such amendments shall not disqualify the FHSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with 30 days' notice of any amendments.
- 27. Delegation of Duties:** Without limiting our responsibility as Trustee of the FHSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the FHSA and Declaration. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration, but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, nor our reliance on our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the FHSA.
- 28. Liability of Canadian Western Trust Company:** The Trustee will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the FHSA holds a non-qualified investment or a prohibited investment (as defined under the Act) for an FHSA. However, the Trustee is not responsible for determining whether any investment made on your instructions is or remains a "qualified investment" for your FHSA (as defined under the Act), and the Trustee is not responsible for any losses incurred

by the FHSA as a result of any loss or diminution of the FHSA Assets. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein. When the FHSA is terminated and all of the FHSA Assets are paid out, we will be released and discharged from all responsibility or obligation in connection with the FHSA.

We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties imposed on us or the FHSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative except for those taxes the Trustee is liable under the Act and that cannot be deducted from the FHSA Assets. We will not be liable for any Charges incurred in performing our duties under the FHSA, the Declaration or any additional terms and conditions which may apply to the FHSA under applicable legislation in connection with any transfers by the FHSA, unless caused by willful misconduct, reckless disregard or gross negligence by us, our officers, employees, or agents.

**29. Indemnification:** You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the FHSA will at all times indemnify the Trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and agents directly and out of the FHSA Assets for or any and all (i) expenses, liabilities, claims, demands, taxes, penalties or charges levied or imposed on us in respect of the FHSA and the FHSA Assets (except for those taxes and penalties) the Trustee is liable under the Act and that can't be deducted from the FHSA Assets); (ii) costs incurred by us in performing our duties under this Declaration; or (iii) any losses incurred by us as a result of any, purchases, sales, or retention of any investments, payments or distributions out of the FHSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

The Trustee shall be indemnified out of the FHSA 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 FHSA or the FHSA Assets, or to issue payment from the FHSA Assets, with or without instructions from you or in contradiction of your instructions. The Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or the Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from your account, you must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the FHSA or related to the FHSA and shall similarly be entitled to indemnity out of the FHSA Assets for so doing. In the event the FHSA Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the FHSA you agree to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

**30. Replacement of Trustee:** We may at any time resign as trustee of the FHSA by giving you and the Agent 60 days written notice, or such shorter period of notice as the Agent may accept.

The Agent may remove us as trustee by giving you and us 30 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Applicable Tax Legislation and any other applicable legislation (the "**Successor Trustee**"). 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 FHSA and will be reimbursed from the FHSA Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

In the event of a change of trustee, we will transfer the FHSA to the Successor Trustee within 30 days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 14 hereof.

**31. Unclaimed Balances:** The FHSA Assets may be deemed to be abandoned or unclaimed as per the definitions of any applicable 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 you, 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 your name, or to a new account which would be opened on your behalf.

You may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property or proceeds of liquidation to your control and/or possession. Unless prescribed by applicable legislation, you have no further claim on amounts removed from your accounts, when such accounts are closed by the Trustee.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in paragraph 16, hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact you. You authorize the Trustee to take this action and share your personal information reasonably required to contact you.

- 32. Amendments to this Declaration of Trust:** We may from time to time amend this Declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the FHSA such under the Applicable Tax 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 Applicable Tax Legislation, in which case we may or may not notify you within that period, or at all.
- 33. Governing Law:** The terms of the FHSA will be construed, administered, and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
- 34. Reference to Statutes:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation, or provision as the same may be re-enacted, amended, or replaced from time to time.
- 35. Access to File (Applicable in Quebec Only):** You understand that the information contained in your 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 **your** application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable legislation, 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, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.
- 36. Binding:** The terms of this Declaration will be binding on your heirs, executors, administrators, or legal representatives and permitted assigns and our successors and assigns

### **C. Aviso Financial Self-Directed Retirement Savings Plan Declaration of Trust**

We, Canadian Western Trust Company, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration of trust (the "Declaration") is attached, for the Aviso Financial Self-Directed Retirement Savings Plan (the "Plan") upon the following terms:

**Some Definitions:** In this Declaration, in addition to terms defined elsewhere herein,

- **"Act"** means the *Income Tax Act* (Canada), and the regulations promulgated thereunder;
- **"Agent"** refers to the company named in paragraph 16;
- **"applicable legislation"** means all provincial and federal legislation governing the Plan, the Plan Assets and the parties hereto including, without limitation, privacy and securities legislation. Any reference to applicable legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- **"common-law partner"** has the meaning set forth in the Act and other laws applicable to this Plan;
- **"Contributions"** means contributions of cash or investments to the Plan;
- **"Maturity Date"** has the meaning set forth in paragraph 8;
- **"Retirement Income"** has the meaning set forth in the Act;
- **"RRIF"** means a registered retirement income fund, as defined in the Act;
- **"RRSP"** means a registered retirement savings plan, as defined in the Act;
- **"Securities Regulator"** means the government department, agency, board or commission, or self-regulatory organization which regulates the sale of Securities in the applicable jurisdiction;
- **"spouse"** means a spouse for the purposes of the Tax Laws and other laws applicable to this Plan;
- **"Tax Laws"** means the Act and any applicable tax legislation of your province of residence, as recorded in your application;
- **"We", "us", "our"** and **"Trustee"** refer to Canadian Western Trust Company; and
- **"You", "your"** and **"yours"** refer to the person who has signed the application and will be the owner of the Plan (under the Act, you are known as the "annuitant" of the Plan).

## 1. Registration

We will apply for registration of the Plan in accordance with the Act. The purpose of the Plan is to provide you with a Retirement Income.

## 2. Contributions

We will accept Contributions made by you or, where applicable, your spouse or common-law partner. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be Contributions to the Plan. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any investments, income or gains therefrom (the "Plan Assets") in trust, to be held, invested and used according to the terms of this Declaration and the Tax Laws. No Contributions to the Plan may be made after the Maturity Date.

If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration will form part of this Declaration and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration, the provisions of the Addendum will govern; provided always that the Plan will not be disqualified as a retirement savings plan acceptable for registration under the Act and any applicable legislation.

## 3. Investments

We will hold, invest, and sell the Plan Assets according to your instructions. We may require any instructions to be in writing. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine. The Trustee may retain all or such portion of the interest as it considers appropriate as a fee for services rendered in respect of the Plan. 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.

Investments will not be limited to those authorized by law for trustees. However, it will be your responsibility to determine whether any Contribution or investment is or remains a "qualified investment" for RRSPs pursuant to the Tax Laws. The Plan will bear any taxes, penalties or related interest imposed under the Tax Laws (other than those taxes, penalties and interest that the Trustee is liable for and that can't be paid out of the property of the Plan). If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this Declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Plan.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Plan Assets.

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 of the Plan Assets, except as otherwise expressly provided in this Declaration. Other than its duties with respect to the Plan Assets expressly stated in this Declaration, the Trustee shall not be required or expected to take any action with regard to an investment without your prior instructions.

You shall not sign any document or authorize any action for the Plan in the name of the Trustee or the Agent, including permitting any of the Plan Assets to be used as security for a loan, without first having authorization from the Trustee.

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 you 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 applicable legislation, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

## 4. Income Tax Receipt

On or before March 31 of each year, we will send to you, your spouse or your common-law partner, as applicable, a receipt showing Contributions made by you or such person during the preceding year and, if applicable, the first sixty (60) days of the current year. You, your spouse or your common-law partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Tax Laws.

## 5. Your Account and Statements

We will maintain an account in your name showing all Contributions made to the Plan, all investment transactions and all withdrawals from the Plan. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period.

## 6. Management and Ownership

We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof, or to sell assets to pay any taxes, assessments or charges in connection with the Plan (other than those taxes, assessments and charges that the Trustee is liable for under the Act and that can't be paid out of the property of the Plan). You authorize us or the Agent, if the Plan at any time has a cash deficit in one or more currencies, to charge against the Plan interest on the cash deficit until such deficit is eliminated and to sell any of the Plan Assets to eliminate the cash deficit and to select which Plan Assets to sell. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

## 7. Refund of Over Contributions

We will, upon receiving a written request from you or, if applicable, your spouse or common-law partner, refund an amount to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not be responsible for determining the amount of any such refund.

## 8. Purchase of Retirement Income or Transfer to a RRIF

Your Plan will mature on the date (the "Maturity Date") you select for the start of a Retirement Income, but this date must not be later than December 31 of the calendar year in which your Retirement Income must begin, as required under the Act. You must notify us in writing at least ninety (90) days prior to the Maturity Date. This notice must also give us your instructions to either:

- a) sell the Plan Assets and use all of the cash in the Plan, less any sale costs and other related fees and charges (the "Plan Proceeds"), to purchase a Retirement Income for you starting on the Maturity Date; or
- b) transfer the Plan Assets on or before the Maturity Date to a RRIF.

If you instruct us to purchase a Retirement Income for you, you must also specify the particular type of annuity, in accordance with section 146 of the Act, that you would like to receive as your Retirement Income and the name of the authorized company from which we are to purchase same. Any annuity so selected may have one or more of the features permitted by the Act. However, any Retirement Income so acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than you or, after your death, your spouse or common law partner. In addition, the total of the periodic payments in a year under an annuity after your death shall not exceed the total of the payments made in a year before your death. It is solely your responsibility to select a Retirement Income that complies with the Act.

If we do not receive your notice and instructions at least 60 days prior to December 31 of the calendar year in which your Retirement Income must begin, as required under the Act, we will sell the Plan Assets, subject to the requirements of the Act. If the amount of the Plan Proceeds exceeds \$10,000 (or such greater or lesser amounts as we may in our sole discretion determine), we will prior to the end of that year transfer the Plan Proceeds to a RRIF for you and you hereby appoint us (and/or the Agent) as your attorney(s) in fact to execute all such documents and make elections as are necessary to establish the RRIF. You will be deemed (i) to have elected to use your age to determine the minimum amount payable under the RRIF according to the Act; (ii) not to have elected to designate your spouse or common-law partner to become the successor annuitant of the RRIF on your death; and (iii) not to have designated any beneficiary of the RRIF. We will administer such RRIF as trustee in accordance with the provisions of the Act. If the amount of the Plan Proceeds is less than \$10,000 (or such greater or lesser amount as we may in our sole discretion determine) we will deposit same, net of any required withholding, in a non-registered interest-bearing deposit account on your behalf and we will be entitled to collect administration fees directly from that account.

## 9. Withdrawals

You may, by written instructions or by other manner of communication acceptable to us, at any time before the commencement of a Retirement Income, request that we pay you all or any part of the Plan Assets. 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 income taxes or other taxes and charges required on the 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 Plan Assets or for any losses that may result from such sales. In the event that you seek a withdrawal of some, but not all, of the Plan Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by you be distributed.

## 10. Transfers (On Relationship Breakdown or Otherwise)

Subject to any reasonable requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of

realizations), less any fees (including fees charged by the Trustee, the Agent, or any third party payable to you) or charges payable hereunder and any taxes, penalties or interest that are or may become payable or have to be withheld under the Tax Laws (other than those taxes, penalties and interest that the Trustee is liable for under the Act and that can't be paid out of the property of the Plan), to:

- a) an RRSP or RRIF under which (i) you are the annuitant; or (ii) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership; or
- b) a Registered Pension Plan (as defined in the Tax Laws) for your benefit.

Such transfers will take effect in accordance with the Tax Laws and any other applicable legislation and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may specify in writing which Plan Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. In the event that you seek a withdrawal of some, but not all, of the Plan Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by you be distributed.

### 11. No Advantages

No advantage that is conditional in any way on the existence of the Plan may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Act.

### 12. Death

- a) Death Before Maturity (applies to Provinces & Territories except Quebec): You may designate (and may add, change or delete) beneficiaries of the Plan in accordance with, and in the form and manner provided by, the applicable legislation. Where you die before the maturity of the Plan, the Trustee shall pay or transfer the Plan Assets in accordance with applicable legislation to any beneficiaries of the Plan so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable legislation, to your legal personal representative(s).
- b) Death Before Maturity (applies to Quebec only): If you wish to name a successor account holder and/or a beneficiary (or beneficiaries), you should do so in a will or other written document that meets the requirements of the applicable legislation. On your death, and upon receipt of official documentation, the Trustee will distribute the Plan Assets to your legal personal representative(s). The Trustee and the Agent will be fully discharged by such payment or transfer. You acknowledge that it is your sole responsibility to ensure that a designation or revocation is valid under the applicable legislation.
- c) Before making a payment or transfer pursuant to paragraph 12(a) or paragraph 12(b) hereof, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument.
- d) Deductions will be made for all fees, costs, charges and taxes to be paid or withheld (other than those taxes that Trustee is liable for under the Act and that can't be paid out of the property of the Fund).
- e) Where provided for by the Agent, you may designate a beneficiary under the Plan by electronic signature except where prohibited by applicable legislation.

Where the Trustee does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Plan Assets to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Plan Assets before making any such payment or transfer. 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 asset at the time. In the case of assets which are illiquid, or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Plan Assets into court, the Trustee shall be entitled to be indemnified out of the Plan Assets for its costs and expenses, including legal costs, of doing so. Subject to applicable legislation, 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).]

### 13. Third Party Orders or Demands

The Trustee shall be indemnified out of the Plan 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 Plan or the Plan Assets,

or to issue payment from the Plan Assets, with or without instructions from you or in contradiction of your instructions. The Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or the Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from your account, you must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Plan or related to the Plan and shall similarly be entitled to indemnity out of the Plan Assets for so doing. In the event the Plan Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Plan you agree to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

#### **14. No Right to Offset**

Where the Plan involves a depository, no right of offset is allowed and Plan Assets cannot be pledged, assigned or anyway alienated as security for a loan pursuant to the Act.

#### **15. Proof of Age**

Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Maturity Date and acquiring a Retirement Income.

#### **16. Delegation**

You authorize us to delegate to Aviso Financial (the "Agent") the performance of certain of our duties, including the following:

- a) registering the Plan with the Canada Revenue Agency;
- b) receiving Contributions;
- c) investing the Plan Assets in accordance with this Declaration;
- d) holding the Plan Assets in safekeeping, in its name or in the name of its nominee or custodian;
- e) maintaining your account and providing you with statements and notices;
- f) receiving and implementing your notices and instructions;
- g) collecting fees and expenses from you or the Plan;
- h) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
- i) issuing tax receipts and preparing and filing tax returns or forms relating to the Plan;
- j) withdrawing or transferring Plan Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Plan, the Tax Laws or other applicable legislation; and any other duties relating to the Plan as we may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with this Declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this Declaration, including without limitation those under paragraphs 17 and 18 are also given to, and are for the benefit of, the Agent.

#### **17. Fees and Expenses**

We are entitled to receive and may charge against the Plan reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you thirty (30) days written notice of a change in the amount of any such fee. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Plan (other than those taxes, penalties and interest that the Trustee is liable for under the Act and that can't be paid out of the property of the Plan). All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Plan Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

#### **18. Group RSP**

If the Plan is part of a group retirement savings plan ("Group RSP"), you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the plan. You hereby appoint the Plan Sponsor to act as your agent for certain limited purposes with respect to the administration of the Plan, including, without limiting the generality of the foregoing, receiving information on the Plan from time to time, delivering your directions to the Agent, and submitting Contributions to the Agent. You acknowledge that the Plan Sponsor's arrangement with the Agent and yourself imposes certain additional terms and conditions on the Plan referred to in this Declaration.

Notwithstanding paragraph 2, in addition to Contributions made by you, or your spouse or common-law partner, the Agent may accept any Contribution made on your behalf by the Plan Sponsor.

You also acknowledge that where the Plan Sponsor makes regular Contributions to the Plan on your behalf, those Contributions may be suspended if you make a withdrawal from the Plan. For this reason, notwithstanding paragraph 9, you are required to provide the Plan Sponsor with a withdrawal request prior to any withdrawal from the Plan being effected.]

Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:

- a) We will not accept any further contributions to this Plan; and
- b) You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another retirement savings plan ("RSP") or retirement income fund ("RIF"), selected by us in our sole discretion and to apply for registration of such RSP or RIF under applicable legislation.

#### **19. Trustee's Liability**

- a) The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment or a prohibited investment (as defined under the Act) for a RRSP. However, the Trustee is not responsible for determining whether any investment made on your instructions is or remains a "qualified investment" or a "prohibited investment" for your Plan (as defined under the Act).
- b) We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein.
- c) When the Plan is terminated and all of the Plan Assets are paid out, we will be released and discharged from all responsibility or obligation in connection with the Plan.
- d) If the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRSP, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for an RRSP, it is your responsibility to file an Individual Return for Certain Taxes for RRSPs or RRIF for the relevant taxation year (Form RC339) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.
- e) Notwithstanding any other provisions hereof, the Trustee will not be liable in its personal capacity for or in respect of:
  - (i) Any taxes or interest which may be imposed on the Plan under Tax Laws (whether by way of assessment, reassessment or otherwise) or for any charge levied or imposed by any governmental authority upon or in respect of the Plan, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes, penalties and interest imposed on the Trustee arising from its personal liability, including without limitation, arising from its administrative error, under Tax Laws and that can't be paid out of the property of the Plan; or
  - (ii) Any loss suffered or incurred by you, the Plan, or any beneficiary under the Plan caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by you, a person designated by you or any person purporting to be you, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.
- f) You, your legal personal representative, and each beneficiary under the Plan will at all times, indemnify and save harmless the Trustee in respect of any taxes, penalties, interest or other governmental charges which may be levied or imposed on the Trustee in respect of the Plan or any losses incurred by the Plan, including all expenses reasonably incurred in the defense thereof (other than losses, taxes, penalties, interest or other government charges for which the Trustee is liable in accordance herewith and that can't be paid out of the property of the Plan), as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Plan made in accordance with these terms and conditions or as result of the Trustee acting or declining to act on any instruction given to it by you. You, where required or requested, will provide the Trustee with such information as it may require in order to value assets being acquired or held by the Plan.

The provisions of this paragraph 19 shall survive the termination of the Plan.

#### **20. Replacement of Trustee**

We may at any time resign as trustee under the Plan by giving you and the Agent sixty (60) days written notice, or such shorter period of notice as the Agent may accept.

The Agent may remove us as trustee by giving you and us sixty (60) days written notice, or such shorter notice as we may accept.



Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable legislation (the "Successor Trustee"). 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 Plan and will be reimbursed from the Plan Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation, or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality.

In the event of a change of trustee, we will transfer the Plan Assets to the Successor Trustee within thirty (30) days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 10 hereof.

#### **21. Amendments to this Declaration of Trust**

We may from time to time amend this Declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as an RRSP under the Tax Laws. We will give you thirty (30) days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

#### **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 discretion deems appropriate.

#### **23. Instructions**

The Trustee and the Agent shall be entitled to rely upon instructions in writing received from you or from any person designated in writing, in accordance with applicable legislation, by you to give instructions on behalf of you or from any person purporting to be you or such designated person, as if they were from you. Subject to applicable legislation, the Trustee or the Agent may, without incurring any liability to you or any other person, decline to act upon any instruction.

#### **24. Notice**

You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

#### **25. Reference to Statutes**

All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted, amended, or replaced from time to time.

#### **26. Unclaimed Balances**

The Plan Assets may be deemed to be abandoned or unclaimed as per the definitions of any applicable 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 you, 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 your name, or to a new account which would be opened on your behalf.

You may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property or proceeds of liquidation to your control and/or possession. Unless prescribed by applicable legislation, you have no further claim on amounts removed from your accounts, when such accounts are closed by the Trustee.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in paragraph 17, hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact you. You authorize the Trustee to take this action and share your personal information reasonably required to contact you.

#### **27. Foreign Pension Transfers**

The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where you transfer a foreign pension to an account with the Trustee or the Agent, you are solely responsible for ensuring the transfer qualifies and adheres to any applicable legislation, including the Act. Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.

You acknowledge that you are solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts, and that the amounts transferred are not exempt from claims by creditors. You are responsible for determining eligibility for these transfers and for consulting with their pension manager and a qualified international tax advisor.

#### **28. Binding**

The terms and conditions of this Declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Plan or the Plan Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

#### **29. Governing Law**

This Declaration will be construed, administered, and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common law partner" will be recognized in accordance with the Act.

#### **30. Access to File (Applicable in Quebec Only)**

You understand that the information contained in your 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 your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable legislation, 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, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.

### **D. Aviso Financial Self-Directed Retirement Income Fund Plan Declaration of Trust**

We, Canadian Western Trust Company (the "Trustee"), a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration of trust (the Declaration") is attached, for the Aviso Financial Self-Directed Retirement Income Fund (the "Fund") upon the following terms:

**Some Definitions:** In this Declaration, in addition to terms defined elsewhere herein,

- "Act" means the Income Tax Act (Canada), and the regulations promulgated thereunder;
- "Agent" refers to the company named in paragraph 14;
- "applicable legislation" means all provincial and federal legislation governing the Fund, the Fund Assets and the parties hereto including, without limitation, privacy and securities legislation. Any reference to applicable legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- "common-law partner" has the meaning set forth in the Act and other laws applicable to this Fund;
- "Retirement Income" has the meaning set forth in the Act;
- "RRIF" means a registered retirement income fund, as defined in the Act;
- "RRSP" means a registered retirement savings plan, as defined in the Act;
- "Securities Regulator" means the government department, agency, board or commission, or self-regulatory organization which regulates the sale of Securities in the applicable jurisdiction.
- "spouse" means a spouse for the purposes of the Tax Laws and other laws applicable to this Fund;
- "Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;
- "We", "us", "our" and "Trustee" refer to Canadian Western Trust Company; and
- "You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after your death, your spouse or common-law partner if they become the successor annuitant of the Fund as described in paragraph 6 hereof.

## 1. Registration

We will apply for registration of the Fund in accordance with the Act. The purpose of the Fund is to provide you with a Retirement Income in accordance with the Act.

## 2. Acceptance of Property into the Fund

We will accept into the Fund only cash and other property that is transferred in accordance with the Act, from:

- a) an RRSP or RRIF under which you are the annuitant;
- b) you, to the extent only that the property was an amount described in subparagraph 60(1)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse or common-law partner, or you were dependent upon him or her by reason of physical or mental infirmity);
- c) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership;
- d) a registered pension plan of which you are a member (as defined in subsection 147.1(1) of the Act), or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act;
- e) a specified pension plan in circumstances to which subsection 146(21) of the Act applies;
- f) a pooled registered pension plan in accordance with subsection 147.5(21) of the Act;
- g) an advanced life deferred annuity under which you are the annuitant, if the transfer is a refund described under paragraph (g) of the definition of advanced life deferred annuity in subsection 146.5(1) of the Act.

We will hold this property and any investments, income or gains therefrom (the "Fund Assets") in trust, to be held, invested and used according to the terms of this Declaration and the Act.

If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In Retirement Income Fund ("LRIF") addendum (the "Addendum") to this Declaration will form part of this Declaration and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration, the provisions of the Addendum will govern; provided always that the Fund will not be disqualified as a retirement income fund acceptable for registration under the Act and any applicable legislation.

## 3. Investments

We will hold, invest and sell the Fund Assets according to your instructions. We may require any instructions to be in writing. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine. The Trustee may retain all or such portion of the interest as it considers appropriate as a fee for services rendered in respect of the Fund. 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.

Investments will not be limited to those authorized by law for trustees. However, it will be your responsibility to determine whether an investment is or remains a "qualified investment" for RRIFs pursuant to the Tax Laws. The Fund will bear any taxes, penalties or related interest imposed under the Tax Laws (other than those taxes, penalties and interest that the Trustee is liable for and that can't be paid out of the property of the Fund). If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this Declaration, we may decline to accept any particular transferred property or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Fund.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Fund Assets.

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 Fund, except as otherwise expressly provided in this Declaration. The Trustee shall not be required or expected to take any action with regard to an investment without your prior instructions.

You shall not sign any document or authorize any action for the Fund in the name of the Trustee or the Agent, including permitting any of the Fund Assets to be used as security for a loan, without first having authorization from the Trustee.

You agree not to provide any instructions or series of instructions that would cause the Fund to contravene the Act. For greater certainty, you agree not to provide any instructions or series of instructions that are contrary to your responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Declaration.

#### **4. Your Account and Statements**

We will maintain an account in your name showing all Fund Assets, all investment transactions and all payments from the Fund. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period. We will also send you by the end of February in each year a tax information slip showing the total amount of all payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income tax return.

#### **5. Management and Ownership**

We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the Fund Assets, including the right to vote or give proxies to vote in respect thereof, or to sell assets to pay any taxes, assessments or charges in connection with the Fund (other than those taxes, assessments and charges that the Trustee is liable for under the Act and that cannot be paid out of the property of the Fund). However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements. You authorize us or the Agent, if the Fund at any time has a cash deficit in one or more currencies, to charge against the Fund interest on the cash deficit until such deficit is eliminated and to sell any of the Fund Assets to eliminate the cash deficit and to select which Fund Assets to sell. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

#### **6. Payments**

Payments must begin no later than the first year after the calendar year in which the Fund is established. For every year following the calendar year in which the Fund is established, the minimum amount is calculated by multiplying the fair market value of the Fund at the beginning of the year by a factor prescribed under the Act which corresponds to your age in whole years at the beginning of the year (or the age you would have been if you had been alive then). You may elect to have the minimum amount determined using your spouse's or common-law partner's age (or the age your spouse or common-law partner would have been if he or she had been alive then). To do so, you must complete the appropriate area on the application form before we make any payment to you out of the Fund.

Each calendar year, we will make one or more payments to you, totaling not less than the minimum amount as defined in subsection 146.3(1) of the Act. No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. The minimum amount for the year in which the Fund is established is zero, meaning you do not have to take payments if you do not want to. We will make payments to you in the amounts and at the times you direct us, as set out in your application form or in other acceptable directions, and you may change these directions. You may direct us to make payments which exceed the minimum amount for the year, in which case we must withhold tax from the excess. You shall ensure that payments requested from the Fund do not exceed the maximum amount specified by applicable legislation. If you do not specify the amount to be paid or if the amount you specify is less than the minimum amount for a year, we will make payment(s) to you equaling at least the minimum amount. At the end of the year in which the last payment is made, an amount equal to the value of the Fund Assets must be paid out.

It is solely your responsibility to ensure that there is sufficient cash in the Fund to make these payments. We will not be required to make any such payment in specie. If any Fund Assets must be sold to provide the required cash and we do not have your instructions as to which to sell, we will sell any of the Fund Assets that we, in our sole discretion, consider appropriate. We will not be liable for any loss that results from a sale.

No payment from the Fund may be assigned, in whole or in part.

We will not make any payments other than those described in paragraphs 6, 7 and 10 of this Declaration. However, before making any such payment, we may charge against the Fund the amount of any taxes, penalties, interest, fees and expenses that are payable hereunder, under the Tax Laws or under other applicable legislation.

#### **7. Transfers (On Relationship Breakdown or Otherwise)**

Subject to any reasonable requirements we impose, you may direct us in writing to transfer all or part of the Fund Assets (net of any costs of realizations and of any property we must retain under the Act to ensure that the minimum amount may be paid to you in that year) to:

- a) an RRIF under which you are the annuitant; or
- b) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a

competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Act and any other applicable legislation and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which you are the annuitant, we will also transfer all information necessary for the continuance of the Fund. If only a portion of the Fund Assets is being transferred under this paragraph, you may specify in writing which Fund Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Fund Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. We will be discharged from all further duties and liabilities in respect of any Fund Assets so transferred. Where a request is made under paragraph 7(a) hereof in respect of part of the Fund Assets, we reserve the right to refuse such a request, in our sole discretion. In the event that you seek a distribution of some, but not all, of the Fund Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by you be distributed.

#### **8. No Advantages**

No advantage that is conditional in any way on the existence of the Fund may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Act.

#### **9. Designation of Successor Annuitant / Beneficiary**

Where effective under applicable legislation, you may designate one or more beneficiaries to receive an amount or amounts out of the Fund after your death, in accordance with one of the following:

- a) **Successor Annuitant:** You may at any time elect that your spouse or common-law partner receive the payments under paragraph 6 after your death. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse or common-law partner after your death, if your legal personal representative requests this; or
- b) **Beneficiary of Lump Sum:** You may designate one or more beneficiary(ies) to receive the Fund Assets or the proceeds thereof, less any applicable taxes and any fees or expenses payable under this Declaration, in a lump sum payment.

You may make, change or revoke any such beneficiary designations by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Fund under paragraph 10. If more than one form has been received by us, we will act on the one with the latest signature date.

#### **10. Death**

- a) Death of Annuitant (applies to Provinces & Territories except Quebec): You may designate (and may add, change or delete) beneficiaries of the Fund in accordance with, and in the form and manner provided by, the applicable legislation. Where you die, the Trustee shall pay or transfer the Fund in accordance with applicable legislation to any beneficiaries of the Fund so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable legislation, to your legal personal representative(s).
- b) Death of Annuitant (applies to Quebec only): If you wish to name a successor account holder and/or a beneficiary (or beneficiaries), you should do so in a will or other written document that meets the requirements of the applicable legislation. On your death, and upon receipt of official documentation, the Trustee will distribute the Fund Assets to your legal personal representative(s). The Trustee and the Agent will be fully discharged by such payment or transfer. You acknowledge that it is your sole responsibility to ensure that a designation or revocation is valid under the applicable legislation.
- c) Before making a payment or transfer pursuant to paragraph 10(a) or paragraph 10(b) hereof, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument.
- d) Deductions will be made for all fees, costs, charges and taxes to be paid or withheld (other than those taxes that the Trustee is liable for under the Act and that cannot be paid out of the property of the Fund).
- e) Where provided for by the Agent, you may designate a beneficiary under the Fund by electronic signature except where prohibited by applicable legislation.

Where the Trustee does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. 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 asset at the time. In the case of assets which are illiquid, or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so. Subject to applicable legislation, 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).

#### **11. Third Party Orders or Demands**

The Trustee shall be entitled to be indemnified out of the Fund 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 Fund and the Fund Assets, or to issue payment from the Fund, with or without instructions from you or in contradiction of your instructions. The

Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from your account, you must provide proof satisfactory to the Trustee, in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Fund or related to the Fund and shall similarly be entitled to indemnity out of the Fund for so doing. In the event the Fund Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Fund you agree to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

#### **12. No Right to Offset**

Where the Fund involves a depository, no right of offset is allowed and Fund Assets cannot be pledged, assigned or anyway alienated as security for a loan pursuant to the Act.

#### **13. Proof of Age**

Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of calculating your Retirement Income.

#### **14. Delegation**

You authorize us to delegate to Aviso Financial (the "Agent") the performance of certain of our duties, including the following:

- a) receiving transfers of cash and other property into the Fund and accepting on our behalf your application;
- b) registering the Fund with the Canada Revenue Agency;
- c) investing the Fund Assets in accordance with this Declaration;
- d) holding the Fund Assets in safekeeping, in its name or in the name of its nominee or custodian;
- e) maintaining your account and providing you with statements and notices;
- f) receiving and implementing your notices and instructions;
- g) collecting fees and expenses from you or the Fund;
- h) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
- i) issuing tax information slips and preparing and filing tax returns or forms relating to the Fund;
- j) withdrawing or transferring Fund Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Fund, the Tax Laws or other applicable legislation; and any other duties relating to the Fund as we may determine appropriate from time to time. We, however, will bear ultimate responsibility for the administration of the Fund in accordance with this Declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this Declaration, including without limitation those under paragraphs 15 and 17 are also given to, and are for the benefit of, the Agent.

#### **15. Fees and Expenses**

We are entitled to receive and may charge against the Fund reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you thirty (30) days written notice of a change in the amount of any such fee. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Fund (other than those taxes, penalties and interest that the Trustee is liable for under the Act and that cannot be paid out of the property of the Fund). All amounts so payable will be charged against and deducted from the Fund Assets, unless you make other arrangements with us. If the cash in the Fund is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Fund Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

## 16. Group RIF

If the Fund is part of a group retirement income fund ("Group RIF"), you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RIF named in the application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. You hereby appoint the Group Sponsor to act as your agent for certain limited purposes with respect to the administration of the Fund, including, without limiting the generality of the foregoing, receiving information on the Fund from time to time and delivering your directions to the Agent. You acknowledge that the Group Sponsor's arrangement with the Agent and yourself imposes certain additional terms and conditions on the Fund referred to in this Declaration.

You acknowledge that you may be required to provide the Group Sponsor with a withdrawal request prior to any withdrawal from the Fund being effected.

Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the Fund will no longer be a part of the Group RIF and the Fund will continue as an individual plan with the Agent subject to your rights with respect to withdrawals and permitted transfers as set out in the Declaration.

The limitations of liability provided in paragraph 17, any indemnity hereunder and any authority granted hereby for reimbursement out of the Fund will extend to and save harmless the Group Sponsor.

## 17. Trustee's Liability

- a) The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Fund. However, the Trustee is not responsible for determining whether any investment made on your instructions is or remains a "qualified investment" or a "prohibited investment" for your Fund (as defined under the Act).
- b) We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein.
- c) When the Fund is terminated and all of the Fund Assets are paid out, we will be released and discharged from all responsibility or obligation in connection with the Fund.
- d) If the Fund acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRIF, or if property held in the Fund becomes a non-qualified investment or a prohibited investment for an RRIF, it is your responsibility to file an Individual Return for Certain Taxes for RRSPs or RRIF for the relevant taxation year (Form RC339) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.
- e) Notwithstanding any other provisions hereof, the Trustee will not be liable in its personal capacity for or in respect of:
  - (i) Any taxes or interest which may be imposed on the Fund under Tax Laws (whether by way of assessment, reassessment or otherwise) or for any charge levied or imposed by any governmental authority upon or in respect of the Fund, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes, penalties and interest imposed on the Trustee arising from its personal liability, including without limitation, arising from its administrative error, under Tax Laws and that can't be paid out of the property of the Fund; or
  - (ii) Any loss suffered or incurred by you, the Fund, or any beneficiary under the Fund caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by you, a person designated by you or any person purporting to be you, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence, or reckless disregard.
- f) You, your legal personal representative, and each beneficiary under the Fund will at all times, indemnify and save harmless the Trustee in respect of any taxes, penalties, interest or other governmental charges which may be levied or imposed on the Trustee in respect of the Fund or any losses incurred by the Fund, including all expenses reasonably incurred in the defense thereof (other than losses, taxes, penalties, interest or other government charges for which the Trustee is liable in accordance herewith and that cannot be paid out of the property of the Fund) as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Fund made in accordance with these terms and conditions or as result of the Trustee acting or declining to act on any instruction given to it by you. You, where required or requested, will provide the Trustee with such information as it may require in order to value assets being acquired or held by the Fund.  
The provisions of this paragraph 17 shall survive the termination of the Fund.

## 18. Replacement of Trustee

We may at any time resign as trustee under the Fund by giving you and the Agent sixty (60) days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us sixty (60) days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable legislation (the "Successor

Trustee"). 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 Fund and will be reimbursed from the Fund Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Fund without further act or formality.

In the event of a change of trustee, we will transfer the Fund Assets to the Successor Trustee within thirty (30) days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 7 hereof, including the retention of any property necessary to ensure payment to you that year of the minimum amount.

#### **19. Amendments to this Declaration of Trust**

We may from time to time amend this Declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Fund as a RRIF under the Tax Laws. We will give you thirty (30) days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

#### **20. 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.

#### **21. Instructions**

The Trustee and the Agent shall be entitled to rely upon instructions in writing received from you or from any person designated in writing, in accordance with applicable legislation, by you to give instructions on behalf of you or from any person purporting to be you or such designated person, as if they were from you. Subject to applicable legislation, the Trustee or the Agent may, without incurring any liability to you or any other person, decline to act upon any instruction.

#### **22. Notice**

You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

#### **23. Reference to Statutes**

All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.

#### **24. Unclaimed Balances**

The Fund 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 you, 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 your name, or to a new account which would be opened on your behalf.

You may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property/proceeds of liquidation to your control and/or possession. Unless prescribed by applicable legislation, you have no further claim on amounts removed from your accounts, when such accounts were closed by the Trustee.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in paragraph 15, hereto.



As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact you. You authorize the Trustee to take this action and share your personal information reasonably required to contact you.]

## 25. Foreign Pension Transfers

The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where you transfer a foreign pension to an account with the Trustee or the Agent, you are solely responsible for ensuring the transfer qualifies and adheres to any applicable legislation, including the Act. Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.

You acknowledge that you are solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts, and that the amounts transferred are not exempt from claims by creditors. You are responsible for determining eligibility for these transfers and for consulting with your pension manager and a qualified international tax advisor.

## 26. Binding

The terms and conditions of this Declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Fund or the Fund Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

## 27. Governing Law

This Declaration will be construed, administered and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.

## 28. Access to File (Applicable in Quebec Only)

You understand that the information contained in your 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 your application, answer any questions you may have regarding the application and your Fund, and manage your Fund and your instructions on an ongoing basis. Subject to applicable legislation, 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, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.

## E. Aviso Financial Self-Direct Tax-Free Savings Account Declaration of Trust

We, Canadian Western Trust Company, a trust company incorporated under the laws of Canada, agree to act as trustee for the Aviso Financial Self-Directed Tax-Free Savings Account (the "TFSA") created pursuant to the Application and this Declaration of Trust (the "Declaration") in accordance with the terms and conditions set out below:

**Some Definitions:** In this Declaration, in addition to terms defined elsewhere herein,

- **"Act"** means the Income Tax Act (Canada), and the regulations promulgated thereunder;
- **"Agent"** refers to the "agent for the trustee";
- **"applicable legislation"** means all provincial and federal legislation governing the TFSA, the TFSA Assets and the parties hereto including, without limitation, privacy and securities legislation. Any reference to applicable legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- **"Application"** refers to the application form to which this Declaration is attached;
- **"Distribution"** means a payment out of or under the TFSA in satisfaction of all or part of the Holder's interest in the TFSA;
- **"Survivor"** subsection 146.2(1) of the Act defines an individual to be a "survivor" of another individual if the individual was immediately before that other individual's death, a spouse or common-law partner of that other individual;
- **"We", "us", "our"** and **"Trustee"** refer to Canadian Western Trust Company; and
- **"You", "your"** and **"yours"** refer to the person who has signed the Application and will be the "Holder" of the TFSA (as defined in the Act).

## 1. Registration

We will file an election to register the TFSA under the Act and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" as that term is defined in the Act and you will be known for the purposes of the Act as the "Holder" of the TFSA.

## 2. Purpose of the TFSA

The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder.

## 3. Compliance

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

## 4. Contributions

Deposits to the TFSA made by you according to this Declaration and the Act will be called the "Contributions". Only you may make Contributions to the TFSA. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be Contributions to the TFSA. Contributions may be cash, securities mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under Clause 12 below, will be called the "TFSA Assets". The Trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.

## 5. Investments

TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions. Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. At any time, it is your responsibility to ensure all investments held in the TFSA are qualified investments under the Act. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest-bearing account with us or Canadian Western Bank. The Trustee may retain all or such portion of the interest as it considers appropriate as a fee for services rendered in respect of the TFSA. 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.

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 of the TFSA Assets, except as otherwise expressly provided in this Declaration. Other than its duties with respect to the TFSA Assets expressly stated in this Declaration, the Trustee shall not be required or expected to take any action with regard to an investment without your prior instructions.

You shall not sign any document or authorize any action for the TFSA in the name of the Trustee or the Agent, including permitting any of the TFSA Assets to be used as security for a loan, without first having authorization from the Trustee.

## 6. Non-Qualified Investments and Excess Contributions

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

## 7. Accounting

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

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

#### **8. Statements**

We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 16 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.

#### **9. Withdrawals**

Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, we will pay you an amount less any related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

#### **10. Refunds of Excess Contributions**

You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the Act relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.

#### **11. Transfers to the TFSA**

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

#### **12. Transfers from the TFSA**

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

#### **13. Transfers for Division of Property**

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

#### **14. Fees**

We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses, and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other

charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses, and any other charges.

#### **15. Social Insurance Number**

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

#### **16. Designation of Beneficiary**

Where applicable legislation permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration.

#### **17. Death of a TFSA Holder**

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

#### **18. Ownership and Voting Rights**

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

#### **19. 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.

#### **20. Instructions**

The Trustee and the Agent shall be entitled to rely upon instructions in writing, received from you or from any person designated in writing, in accordance with applicable legislation, by you to give instructions on behalf of you or from any person purporting to be you or such designated person, as if they were from you. Without limiting the generality of the foregoing, the Trustee and the Agent are hereby authorized to rely upon instructions sent by e-mail, facsimile, web

applications, and other similar unsecured electronic methods ("Electronic Methods") by persons believed by the Trustee and Agent to be authorized to give instructions on behalf of you. Subject to applicable legislation, the Trustee or the Agent may, without incurring any liability to you or any other person, decline to act upon any instruction.

#### **21. Group TFSA**

If the Arrangement is part of a group Tax Free Savings Account ("Group TFSA"), you are required to be an employee or member, of the sponsoring organization of the Group TFSA named in the application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the plan. [You hereby appoint the Arrangement Sponsor to act as your agent for certain limited purposes with respect to the administration of the Arrangement, including, without limiting the generality of the foregoing, receiving information on the Arrangement from time to time, delivering your directions to the Agent, and submitting Contributions to the Agent. You acknowledge that the Arrangement Sponsor's arrangement with the Agent and yourself imposes certain additional terms and conditions on the Arrangement referred to in this Declaration.

Notwithstanding paragraph 2, in addition to Contributions made by you, the Agent may accept any Contribution made on your behalf by the Arrangement Sponsor.

You also acknowledge that where the Arrangement Sponsor makes regular Contributions to the Arrangement on your behalf, those Contributions may be suspended if you make a withdrawal from the Arrangement. For this reason, notwithstanding paragraph 9,

you are required to provide the Arrangement Sponsor with a withdrawal request prior to any withdrawal from the Arrangement being effected.]

Upon your ceasing to be an employee or member of the Group Arrangement and upon notification from the Group Sponsor being received by us, the following will apply:

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

## **22. Notices**

Any notices, demands, orders, documents or any other written communication we may forward to you by i) mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing; and ii) any of the Electronic Methods shall be deemed to be received by you when directed to an electronic mail address at which you have consented to receive notice. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

## **23. Restrictions and Security for Indebtedness**

No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under the Act. The trust is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA interests may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act. While there is a holder of the TFSA, anyone, other than you or us, is prohibited from having any rights under the TFSA relating to the amount and timing of distributions and the investing of funds.

## **24. Amendments**

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

## **25. Delegation of Duties**

Without limiting our responsibility as Trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.

## **26. Liability of Canadian Western Trust Company**

You are responsible for determining whether an investment made in the TFSA is a qualified investment within the meaning of the Act. We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Act. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties arising out of or in respect of the TFSA and the TFSA Assets except for those penalties the Trustee is liable under the Act and that can't be deducted from the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative except for those taxes the Trustee is liable under the Act and that cannot be deducted from the TFSA Assets. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration or any additional terms and conditions which may apply to the TFSA under the Act in connection with any transfers by the TFSA, unless caused by willful misconduct, reckless disregard or gross negligence by us, our officers, employees or agents.

## **27. Indemnification**

You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the Trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges

levied or imposed on us in respect of the TFSA (except for those taxes, interest and penalties the Trustee is liable under the Act and that can't be deducted from the TFSA Assets), costs incurred in performing our duties under this Declaration or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

The Trustee shall be indemnified out of the TFSA 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 TFSA or the TFSA Assets, or to issue payment from the TFSA Assets, with or without instructions from you or in contradiction of your instructions. The Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or the Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from your account, you must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the TFSA or related to the TFSA and shall similarly be entitled to indemnity out of the TFSA Assets for so doing. In the event the TFSA Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the TFSA you agree to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

## 28. Successor Trustee

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

## 29. Governing Law

The terms of the TFSA will be construed, administered, and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

## 30. Binding

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

## 9. Aviso Financial Family Education Savings Plan Terms and Conditions

The application attached (the "Application") and these terms and conditions constitute a contract for the establishment of an Aviso Financial Education Savings Plan (the "Plan") between Aviso Financial, a corporation amalgamated under the laws of Canada (the "Promoter"), and the subscriber(s) named in the Application as of the date of the Application (the "Contract") under which the Promoter will pay educational assistance payments to further the beneficiary's post-secondary education.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions:** For the purposes of this Contract the following terms shall have the following meanings:
  - a. **"Accumulated Income Payment(s)"** means any amount paid out of this Plan, other than a payment described in any of paragraphs (a) and (c) to (e) of the definition of trust in subsection 146.1(1) of the Tax Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount;
  - b. **"Applicable Legislation"** means all provincial and federal legislation governing the Plan, the Plan Assets and the parties hereto including, without limitation, the Income Tax Act (Canada) (the "Tax Act"), the Department of Employment and Social Development Act, the Canada Education Savings Act (Canada) (the "CES Act"), and securities legislation. Any reference to Applicable Legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
  - c. **"Beneficiary(ies)"** means the individual or individuals designated in the Application by the Subscriber(s) to whom, or on whose behalf, Educational Assistance Payments are agreed to be paid, provided such individual qualifies under the Applicable Legislation and the Plan at the time such payments are made;
  - d. **"Canada Learning Bond"** means a Canada Learning Bond as described in the CES Act;
  - e. **"Capital Investments"** at any time means an amount net of the amount of Government Funded Benefit refunds as provided in section 7, not exceeding the lesser of:
    - i. the value of the Plan Assets at that particular time; and
    - ii. the aggregate of all Contributions made to the Plan up to that time eligible for refund at that time under the Applicable Legislation;

- f. **"CES Grant"** means a Canada Education Savings Grant as described in the CES Act;
- g. **"Contribution(s)"** means any amount contributed to the Plan by or on behalf of each Subscriber in respect of the Beneficiary from time to time or by way of a lump sum payment, other than Government Funded Benefits, and subject to the RESP Lifetime Limit, and in such minimum amounts permitted by the Promoter. Contribution(s) also include direct transfers from another registered education savings plan that has not made any Accumulated Income Payments prior to such transfers and subject to such other conditions imposed in accordance with the Applicable Legislation and the Plan. A Contribution does not include an amount paid into the Plan under or because of the CES Act or a Designated Provincial Program or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than the amount paid into the Plan by a Public Primary Caregiver in its capacity as a Subscriber). For greater certainty, an amount may be contributed by payment of cash into the Plan as well as by way of transfer of securities acceptable to the Promoter, in its sole discretion, provided that the registered ownership of such securities has been changed to reflect ownership by the Plan;
- h. **"Designated Provincial Program"** means a program administered pursuant to an agreement entered into under section 12 of the CES Act or a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in education savings plans;
- i. **"Educational Assistance Payment(s)"** means any amount, other than a Refund of Contributions, paid under this Plan in accordance with the Applicable Legislation, to or for the Beneficiary, to assist the Beneficiary to further the Beneficiary's education at a post-secondary school level;
- j. **"Designated Educational Institution in Canada"** means an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Quebec for the purpose of An Act respecting financial assistance for education expenses, R.S.Q., c. A-13.3
- k. **"ESDC"** shall mean the Department of Employment and Social Development Canada;
- l. **"Government Funded Benefits"** means collectively CES Grants, Canada Learning Bonds, and any other payments made to the Plan under the CES Act or under a Designated Provincial Program or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a Public Primary Caregiver in its capacity as Subscriber under the plan);
- m. **"Grant"** means an amount paid or payable to the Plan under: (i) the CES Act, (ii) a provincial program administered under the CES Act, (iii) a designated provincial program, as defined under the Tax Act, or (iv) Part III.1 of the Department of Human Resources Development Act (Canada) as it read immediately before the coming into force of the CES Act.
- n. **"Minister"** means the Minister designated for the purpose of the CES Act;
- o. **"Plan Assets"** means all Contributions and Government Funded Benefits paid to the Plan in respect thereof, together with the income and gains derived from the investments and reinvestments thereof, less any losses of any investment or reinvestment, less any fees and administration expenses of the Promoter and the Trustee paid out of the Plan, and less any Government Funded Benefit refunds required by the Applicable Legislation. For greater certainty, Plan Assets includes all investments held from time to time by or on behalf of the Trustee in accordance with the Plan as well as amounts transferred pursuant to the Applicable Legislation from other registered education savings plans, if any;
- p. **"Post-Secondary Educational Institution"** has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a postsecondary educational institution as:
- i. an educational institution in Canada that is a university, college or educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Québec for the purposes of An Act respecting financial assistance for education expenses; or
  - ii. an educational institution in Canada that is certified by the Minister of Employment and Social Development to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person's skills in, an occupation; or
  - iii. an educational institution outside Canada that provides courses at a post-secondary school level and that is a university, college or other educational institution at which a beneficiary was enrolled in a course of not less than 13 consecutive weeks or a university at which a beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks;
- q. **"Public Primary Caregiver"** has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act, which defines a public primary caregiver of a beneficiary under an education savings plan in respect of whom a special allowance is payable under the Children's Special Allowances Act, as the department, agency or institution that maintains the beneficiary, or the public trustee or public curator of the province in which the beneficiary resides;
- r. **"Qualifying Educational Program"** has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a qualifying educational program as a program at a post-secondary school level of not less than three consecutive weeks

duration that requires that each student taking the program spend not less than ten hours per week on courses or work in the program.

**s. "Refund of Contributions"** at any time means:

- i. a refund of a Contribution that had been made at a previous time, if the Contribution was made:
  - A. otherwise, than by way of a transfer from another registered education savings plan; and
  - B. into the Plan by or on behalf of a Subscriber under this Plan, or
- ii. a refund of an amount that was paid at a previous time into the Plan by way of a transfer from another registered education savings plan, where the amount would have been a refund of contributions under the other plan if it had been paid at the previous time directly to a subscriber under the other plan;

**t. "RESP Lifetime Limit"** means the lifetime limit for Contributions to all registered education savings plans in respect of a person designated as a beneficiary under such plans pursuant to subsection 204.9(1) of the Tax Act;

**u. "Specified Educational Program"** has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a specified educational program as a program at a post-secondary level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program;

**v. "Subscriber(s)"** means at any time either an individual (other than a trust) or an individual (other than a trust) and the spouse or common-law partner of such individual, or an individual (other than a trust) who is a legal parent of a beneficiary, and the individual's former spouse or common-law partner, who is also the legal parent of a beneficiary, who is/are named as such in the Application, or the Public Primary Caregiver of a Beneficiary, and in particular:

- i. each individual or Public Primary Caregiver with whom the Promoter entered into the Plan;
- ii. another individual or another Public Primary Caregiver who, before that time, under a written agreement, acquired a Public Primary Caregiver's rights as a Subscriber under the Plan;
- iii. an individual who, before that time acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
- iv. after the death of a Subscriber under the Plan who is an individual described in (i) or (iii), any other person (including the estate of the deceased individual) who acquires the individual's rights as a Subscriber under the Plan or who makes Contributions into the Plan in respect of a Beneficiary; but does not include an individual or Public Primary Caregiver whose rights as a Subscriber under the Plan had, before that time, been acquired by an individual or Public Primary Caregiver in the circumstances described in paragraph (ii) or (iii) above; and

**w. "Trustee"** means Canadian Western Trust Company or such other corporation, resident in Canada and licensed or otherwise authorized under the laws of Canada or of a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act, which has been appointed by the Promoter to irrevocably hold the Plan Assets for the purpose(s) set forth in subsection 2(b).

## 2. Purposes of the Plan

**a.** The Plan is offered by the Promoter to provide Educational Assistance Payments to the Beneficiary(ies) and to enable the Beneficiaries to benefit from the Government Funded Benefits. The Plan does not allow for the payment to a Beneficiary unless the Beneficiary meets the prerequisites as set forth in paragraph 146.1(2)(g.1) of the Tax Act and otherwise in the Applicable Legislation. Contributions are not deductible by the Subscriber from income for tax purposes and are not taxable when returned to the Subscriber (or as the Subscriber may direct pursuant to subsection 7(b)). Provided that the Plan qualifies as a registered education savings plan under the Applicable Legislation, net income and net realized capital gains (including capital appreciation) earned on investments of Contributions and Government Funded Benefits will not be included in computing the Subscriber's income. Educational Assistance Payments made, and Government Funded Benefits paid, to or on behalf of a Beneficiary are included in computing the Beneficiary's income. However, where a Subscriber directs, pursuant to subsection 7(b) that part or all of the Contributions be paid to some or all of the Beneficiaries, such payments are not included in computing the income of such Beneficiary. In consideration of receipt by the Promoter of Contributions and the fees and charges set out in section 17, and subject to repayment of Government Funded Benefits as required by the Applicable Legislation, the Promoter agrees to pay, or cause to be paid, the Educational Assistance Payments and to arrange for the Plan Assets to be irrevocably held in trust by the Trustee pursuant to the Plan for one or more of the purposes set out in paragraphs 9(a)(i) to (vi).

## 3. Registration of the Plan

The Promoter shall apply for registration of the Plan as a registered education savings plan under the Tax Act in prescribed form and containing prescribed information and shall apply for registration of the Plan as a registered education savings plan under any other appropriate Applicable Legislation in the province in which each Subscriber resides. The Promoter shall provide each Subscriber with notification of such registration. Each Subscriber acknowledges that for the purposes of such registration the Promoter is relying on the correctness and completeness of all information provided in the Application signed by the Subscriber(s). The Promoter will also attend to the timely application for Government Funded Benefits on behalf of each Subscriber who has instructed the Promoter to apply



for Government Funded Benefits on the application form referred to in subsection 5(c) and who has provided the Promoter with the requisite social insurance numbers and undertakings. The social insurance numbers obtained for a purpose related to an application for Government Funded Benefits will not be knowingly used, communicated, or allowed to be communicated for any other purpose.

#### **4. Social Insurance Number (SIN)**

a. Subparagraph 146.1(2)(g.3)(i) of the Tax Act permits an individual to be designated as a beneficiary only if the individual's SIN is provided to the promoter before the designation is made and the individual is resident in Canada when the designation is made, or

the designation is made in conjunction with a transfer of property into the plan from another registered education savings plan under which the individual was a beneficiary immediately before the transfer.

b. Subparagraph 146.1(2)(g.3)(ii) of the Tax Act permits a contribution to the plan in respect of an individual who is a beneficiary only if the individual's SIN is provided to the promoter before the contribution is made and the individual is resident in Canada, or where the contribution is made by way of a transfer from another registered education savings plan under which the individual was a beneficiary immediately before the transfer.

c. Paragraph 146.1(2.3)(a) of the Tax Act does not require an individual's SIN to be provided in respect of a contribution to the plan, if the plan was entered into before 1999. Such contributions continue to be ineligible for Government Funded Benefits, and the SIN exception is relevant only for existing beneficiaries under such plans.

d. Paragraph 146.1(2.3)(b) of the Tax Act does not require an individual's SIN to be provided in respect of a designation of a non-resident individual as a beneficiary under the plan, if the individual was not assigned a SIN before the designation is made.

e. By law, the Trustee is required to use your SIN when submitting tax reports to the Canada Revenue Agency. They may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated.

#### **5. Contributions**

a. Each Subscriber may make Contributions in respect of the Beneficiary in such amounts and at such times as the Subscriber designates, subject to:

- i. any minimum amounts established by the Promoter from time to time by written notice to each Subscriber;
- ii. the RESP Lifetime Limit;
- iii. no Contribution being made to the Plan by or on behalf of a Subscriber after the 31st calendar year following the calendar year in which the Plan is entered into; and
- iv. such other restrictions as may be set out in the Applicable Legislation from time to time. No contributions may be made to the Plan in respect of Beneficiaries who are thirty-one (31) years old or older, other than contributions made by way of, or following a, transfer from another registered education savings plan that allows more than one beneficiary at any one time or otherwise in accordance with the Applicable Legislation.

Each Subscriber agrees that he/she is responsible for ensuring that the total of all contributions made in respect of the Beneficiary (including a replacement beneficiary who inherits the "contribution history" of the replaced beneficiary), other than contributions made to the Plan by way of transfer from other registered education savings plans, will not exceed the RESP Lifetime Limit imposed by the Applicable Legislation from time to time. Each Subscriber acknowledges that any failure to abide by the RESP Lifetime Limit will give rise to penalties and/or taxes as provided in the Applicable Legislation, and each Subscriber agrees that he/she is solely responsible for the payment of such penalties and/or taxes and for the completion of all resulting required tax reporting.

b. In the case of Contributions in kind, the value of such Contributions will be an amount equal to the fair market value of such Contributions at the time of payment into the Plan. Where such fair market value is not readily determinable, in the opinion of either the Promoter or the Trustee, a Subscriber shall provide written evidence satisfactory to the Promoter or Trustee, as applicable, establishing such fair market value and the Contribution shall only be accepted by the Promoter once such satisfactory evidence of fair market value has been so provided and the registered ownership of such property has been changed to reflect ownership by the Plan.

c. In the event a Subscriber wishes to apply for Government Funded Benefits, the Subscriber shall make such application in a form and manner acceptable to the Minister and to the Promoter, which form the Promoter shall provide to the Subscriber(s) prior to, or immediately upon, completion of the Application. The Promoter shall ensure that the Government Funded Benefits paid to the Plan are administered, invested and paid out of the Plan strictly in accordance with the terms of this Contract, the Applicable Legislation, and the agreements referred to in section 33. At the time a Contribution is made into the Plan, the Contribution will be allocated first to Beneficiaries who qualify to receive Government Funded Benefits, up to the amount eligible to receive the maximum Government Funded Benefits, then equally among the Beneficiaries eligible to receive Contributions.

d. Each Subscriber undertakes to inform the Promoter of any change in circumstances of the Beneficiary (including any change of the Beneficiary or in the residency status of the Beneficiary) upon the Subscriber making a Contribution or a request for an Educational Assistance Payment to be made to or on behalf of the Beneficiary. Contributions to the Plan will be considered to have been made

pro rata in respect of each Beneficiary unless otherwise stipulated by you. Any Contribution to the Plan made in respect of a former beneficiary under the Plan will be considered to have been made pro rata in respect of each current Beneficiary unless otherwise stipulated by you. Any amount may be transferred to the Plan from another registered education savings plan that allows more than one Beneficiary at a time provided that other registered education savings plan has never made an Accumulated Income Payment. Contributions transferred to the Plan shall be considered to have been made on your behalf pro rata in respect of each Beneficiary unless otherwise stipulated by you. If the other registered education savings plan was established before the Plan, the Plan will be deemed to be established on the day the other registered education savings plan was established or deemed to be established. Grants received by the Plan, whether directly from a government or by way of transfer from another registered education savings plan, shall not be considered to be a Contribution to the Plan.

## **6. Refund of Contributions**

Upon written notice in the form required by the Promoter and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation which requires the Promoter to repay Government Funded Benefits in certain circumstances, each Subscriber shall be entitled to:

- a. at any time, from time to time, receive a Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges); or
- b. direct, in the manner prescribed by the Promoter, that all or any part of the Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges) be paid to the Beneficiary. The Promoter will identify to the Canada Revenue Agency the payments to the Beneficiary that are attributable to such Refunds of Contributions.

Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers. When a Refund of Contributions is made, a corresponding refund of Government Funded Benefits will also be made pursuant to section 7. Each Subscriber acknowledges that such Refunds of Contributions may result in restrictions on future Government Funded Benefits in respect of the Beneficiary under the Plan.

## **7. Refund of Government Funded Benefits:**

Refunds of Government Funded Benefits will be made when and as required by the Applicable Legislation, including on:

- a. a withdrawal of Contributions for non-educational purposes;
- b. a payment pursuant to paragraphs 9(a)(iii) or (v);
- c. certain transfers from the Plan to another registered education savings plan;
- d. revocation of the Plan's registration, and on termination of the Plan; and
- e. certain replacements of the Beneficiary.

Refunds of Government Funded Benefits will also be made when any Government Funded Benefits were paid into the Plan in error.

## **8. Investments**

- a. The Promoter shall ensure that the Plan Assets are held, invested and reinvested strictly in accordance with the instructions of the Subscriber received by the Promoter from time to time, industry standards, the terms and conditions of this Contract and the Applicable Legislation. When the Plan has two Subscribers, the Promoter may act upon the instructions received from either Subscriber. In the event that no direction is provided as to the immediate investment of any cash held as part of the Plan Assets, the Promoter shall, by the next business day following receipt thereof, place on deposit with the Trustee, all such cash, and the Trustee shall allow interest on such amounts on such terms and conditions as it may reasonably determine from time to time.
- b. Ownership of the Plan Assets shall, at all times, be vested solely in the Trustee in its capacity as trustee of the Plan and the Subscriber(s) shall have no interest in the Plan Assets other than as set forth herein. The Trustee (or its permitted agents) may exercise the rights and powers of an owner with respect to all securities held by it for the Plan, except that the right to vote and give proxies in respect thereof shall be exercised by the Subscriber(s). For this purpose the Subscriber(s) is hereby appointed as agent and attorney of the Trustee to execute and deliver proxies and/or other instruments mailed by the Trustee, or the Promoter on its behalf, to each Subscriber in accordance with the Applicable Legislation. Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers.
- c. The Subscriber(s) shall be responsible for obtaining all necessary information concerning investments, including determining whether investments should be purchased, sold, or retained by the Promoter as part of the Plan and to ensure the eligibility and qualification of such investments as qualified investments for a registered education savings plan in accordance with the definition of "qualified investments" in subsection 146.1(1) of the Tax Act and under any other governing provisions of the Applicable Legislation, and that such investments do not give rise to penalties and/or taxes of any kind. Each Subscriber acknowledges that such investments may produce losses of any nature whatsoever for the Plan and any failure to comply with the Applicable Legislation will result in penalties and/or taxes and each Subscriber agrees that he/she is solely responsible for such losses and for the payment of such penalties and/or taxes and for any resulting tax reporting relating thereto, whether or not the Promoter has communicated to the Subscriber(s) any information the Promoter may have received, or any judgment the Promoter may have formed, with respect to the forgoing at any particular time. Each Subscriber acknowledges that any failure to comply with the Applicable Legislation may also

result in revocation of the Plan by the Canada Revenue Agency.

- d. The Promoter and the Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Plan. However, if the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Tax Act) for a registered education savings plan, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for a registered education savings plan, it is the responsibility of the Subscriber(s) to file an Individual Return for Certain Taxes for RRSPs, RRIFs, RESPs or RDSPs, and any other form required under the Tax Act and pay the applicable tax under the Tax Act.

#### 9. Withdrawals:

- a. Upon receipt of a written direction from the Subscriber (jointly in the case of two Subscribers), in such form as the Promoter shall prescribe and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation, the Promoter shall permit withdrawals from the Plan (to the extent of the Plan Assets after deducting any fees and expenses of the Promoter and Trustee or other amounts owing under section 17, any refunds of Government Funded Benefits as provided in section 7 and any withholding taxes under the Applicable Legislation):
- i. to make Educational Assistance Payments to or on behalf of the Beneficiary who is either:
    - A. enrolled as a student in a Qualifying Educational Program at a Post-Secondary Educational Institution; or
    - B. at least 16 years of age and enrolled as a student in a Specified Educational Program at a Post-Secondary Educational Institution; and either:
    - C. has satisfied the condition in subparagraph (A) above, and
      - I. has satisfied such condition throughout at least 13 consecutive weeks in the 12-month period that ends at the time of such payment; or
      - II. the total of the payment and all other educational assistance payments made under all registered education savings plans of the Promoter to or for the Beneficiary in the 12-month period before the payment does not exceed \$8,000 or such greater amount as the Minister approves in writing with respect to the Beneficiary; or
    - D. has satisfied the condition in subparagraph (B) above and the total of the payment and all other educational assistance payments made under all registered education savings plans of the Promoter to or for the Beneficiary in the 13-week period before the payment does not exceed \$4,000 or such greater amount as the Minister approves in writing with respect to the Beneficiary; provided that the Subscriber(s) confirms in writing, as part of this written direction, the residency of the Beneficiary. At the Subscriber's request (jointly, in the case of two Subscribers) and upon receipt of the requisite supporting documentation, the Promoter will apply to the Minister for an approval to pay the Beneficiary an amount higher than provided in subparagraph 9(a)(i)(C) or (D). When an Educational Assistance Payment is made to the Beneficiary, the payment will include Government Funded Benefits in accordance with, and up to a maximum amount permitted by, the Applicable Legislation.
  - ii. as a Refund of Contributions (pursuant to section 6);
  - iii. to, or to a trust in favour of, a designated educational institution in Canada referred to in subparagraph 118.6(1)(a)(i) of the Tax Act, which is an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Québec for the purposes of An Act respecting financial assistance for education expenses;
  - iv. for the repayment of Government Funded Benefits;
  - v. to make Accumulated Income Payments if:
    - A. the payment is made to, or on behalf of, a Subscriber who is a resident in Canada when the payment is made;
    - B. the payment is not made jointly to, or on behalf of, more than one Subscriber; and
    - C. any of:
      - I. the payment is made after the 9th year that follows the year in which the Plan was entered into
      - II. and each individual (other than a deceased individual) who is or was a Beneficiary under the Plan attained 21 years of age before the payment is made, and is not, when the payment is made, eligible under the Plan to receive an Educational Assistance Payment;
      - III. the payment is made in the 35th year following the year in which the Plan is entered into; or
      - IV. each individual who was a beneficiary under the plan is deceased when the payment is made.

Where the Beneficiary suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution, at the Subscriber's request (jointly, in the case of two subscribers) and upon receipt of the requisite supporting documentation, the Promoter will apply to the Minister of National Revenue for approval to waive the requirements set out in clause 9(a)(v)(C)(I) hereof. The Plan shall terminate before March 1st of the year following the year in which the first Accumulated Income Payment was made out of the Plan; and to a trust that irrevocably holds property transferred to it pursuant to a registered education savings plan for any of the purposes set out in

subsection 2(b) and paragraphs 9(a)(i) to (vi) as permitted by the Applicable Legislation. The effective date of such a transfer from the Plan to a registered education savings plan shall be determined in accordance with section 10. For greater certainty, no payments will be made out of the Plan when the fair market value of the Plan Assets is less than the aggregate amount of all the Government Funded Benefits into the Plan less any Government Funded Benefits paid out of the Plan, unless the payment is an Educational Assistance Payment made to or on behalf of the Beneficiary and the whole payment is attributable to Government Funded Benefits. The Promoter shall determine whether any condition precedent to the payment of an Educational Assistance Payment has been satisfied and such determination shall be final and binding on the Subscriber(s), the Beneficiary and to any and all other persons who may be eligible to receive moneys pursuant to the Plan.

- b.** Each Subscriber acknowledges and understands that the Applicable Legislation requires the repayment by the Beneficiary of any Government Funded Benefits received by the Beneficiary in excess of the maximum amount prescribed by the Applicable Legislation. An individual who is a beneficiary under more than one registered education savings plan shall be solely responsible for ensuring that any Government Funded Benefit payments he or she received in excess of the maximum amount prescribed by the Applicable Legislation is repaid as required. The Promoter shall provide the Beneficiary with notice of this obligation.
- c.** Notwithstanding paragraph (a)(i) above, an Educational Assistance Payment to or on behalf of the Beneficiary may be made at any time in the six-month period following the particular time at which the Beneficiary ceases to be so enrolled if the payment would have complied with the requirements of paragraph (a)(i) had the payment been made immediately before such particular time. Further, an Educational Assistance Payment made in accordance with this subsection (c) but not in accordance with paragraph (a)(i) will be deemed, for the purposes of applying paragraph (a)(i) at and after that time, to have been made before the particular time referred to in this subsection (c) above.

#### **10. Transfers**

The Subscriber may, at any time, request in writing (jointly in the case of two Subscribers) that the Trustee, or the Promoter on the Trustee's behalf, transfer monies (including Government Funded Benefits) into and out of the Plan from and to another registered education savings plan. Transfers will be made even if they result in repayments of Government Funded Benefits or restrictions on future Government Funded Benefits in respect of the Beneficiary under the Plan.

In accordance with subsection 146.1(6.1) of the Tax Act, any registered education savings plan receiving a transfer will be deemed to have been entered into on the day that is the earlier of the day on which the registered education savings plan receiving the transfer (the "Transferee Plan") was entered into, and the day on which the registered education savings plan from which the transfer was made (the "Transferor Plan") was entered into. In accordance with paragraph 146.1(2)(i.2) of the Tax Act, the Plan will not accept a transfer from a registered education savings plan after the registered education savings plan has made an Accumulated Income Payment. In accordance with subsection 204.9(5) of the Tax Act each Contribution made to a Transferor Plan, by or on behalf of a Subscriber prior to a transfer will be deemed to have been made by the Subscriber in respect of the Beneficiary under the Transferee Plan, and the amount of the transfer will be deemed to have been withdrawn from the Transferor Plan, unless one of the following conditions are met:

- a.** a Beneficiary under the Transferee Plan was, immediately before the transfer, a Beneficiary under the Transferor Plan; or
- b.** a parent of a beneficiary under the transferee plan was a parent of an individual who was, immediately before the particular time, a beneficiary under the transferor plan and
  - i.** the transferee plan is a plan that allows more than one beneficiary under the plan at any one time, or
  - ii.** in any other case, the beneficiary under the transferee plan had not attained 21 years of age at the time the transferee plan was entered into;

If the conditions set out in either (a) or (b) above are not met, the transfer may cause an over contribution to the Transferor Plan. Each Subscriber under the Transferor Plan will be deemed to be a Subscriber under the Transferee Plan for the purposes of the over contribution tax payable as a result of a transfer, in accordance with subsections 204.9(5) and 204.91(1) of the Tax Act.

#### **11. Tax Treatment of Accumulated Income Payments**

There shall be included in computing a Subscriber's income for a taxation year each Accumulated Income Payment received in the year. Each Subscriber further understands that if the person receiving the Accumulated Income Payment:

- a.** is an original Subscriber; or
- b.** has acquired the rights of a Subscriber pursuant to a decree or order of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan for the settlement of rights as a result of marriage or common-law partnership breakdown;

all or part of such payment may be rolled over without the payment of tax to a registered retirement savings plan ("RRSP") of a Subscriber or a spousal or common-law partner's RRSP of a Subscriber, as permitted by the Applicable Legislation subject to the Subscriber's available RRSP contribution room and the limits set out in section 204.94 of the Tax Act.

## 12. Beneficiary

- a. Each of the Beneficiaries must be related to a living Subscriber or have been related to a deceased original Subscriber by blood relationship or adoption as defined in the Applicable Legislation and be under the age of twenty-one (21) at the time they are designated as a Beneficiary or, immediately before his or her designation, the Beneficiary was a beneficiary under a registered education savings plan that allowed more than one beneficiary at any one time. A Subscriber may designate and revoke the designation of the Beneficiary and designate another person as the Beneficiary by written notice (jointly in the case of two Subscribers) in a form acceptable to the Promoter. If more than one such instrument is delivered to the Promoter the one bearing the latest execution date will govern. The Subscriber can be the Beneficiary of the Plan.
- b. The Promoter shall, within 90 days after an individual becomes the Beneficiary under the Plan, notify the individual (or, where the individual is under 19 years of age at that time and either ordinarily resides with a parent of the individual or is maintained by a Public Primary Caregiver of the individual, that parent or Public Primary Caregiver) in writing of the existence of the Plan, and the name and address of each Subscriber of the Plan.

## 13. Subscriber's Account and Statements

The Promoter shall maintain in accordance with the Applicable Legislation segregated trust account(s) registered in the name of the Trustee in trust for the Subscriber(s) (the "Accounts") which will record and reflect:

- a. Contributions to, and withdrawals from, the Plan, the Beneficiary on whose behalf these payments were made and the date the Promoter received the Contributions, as well as whether such payments attracted payment or repayment of Government Funded Benefits;
- b. the particulars of any investment transactions made and any investments held by the Plan;
- c. the value of the Plan Assets;
- d. fees, costs and charges paid from the Plan Assets; all CES Grants, Canada Learning Bonds and other Government Funded Benefits paid into and out of the Plan, as well as the portion of Educational Assistance Payments paid to or on behalf of the Beneficiary that is attributable to CES Grants, Canada Learning Bonds and other Government Funded Benefits paid into the Plan;
- e. all transfers received into and/or paid out of the Plan;
- f. all investment income, gains and losses, earned or incurred by the Plan and all Accumulated Income Payments made to each Subscriber;
- g. all the amounts paid to or on behalf of the Beneficiary as an Educational Assistance Payment, and the date of payment;
- h. all amounts paid to, or in trust in favour of designated educational institutions referred to in paragraph 118.6(1)(a)(i) of the Tax Act, or any other amounts paid to each Subscriber or at the Subscriber's direction pursuant to paragraphs 9(a)(ii) and (v), the date of payment and the recipient; and
- i. any other information the Promoter or the Trustee may decide or may be required to keep by the Applicable Legislation and the agreements between the Promoter and the Trustee, respectively, and the Minister or ESDC, from time to time.

The Promoter will issue to each Subscriber a transaction statement indicating any transaction made during the previous month and, at least annually, will provide a statement of the Accounts which shall provide the information set out above as at the date of the statement. This and any other information related to the Plan will be provided to, and be open to inspection or audits by, the Minister of National Revenue, the Minister, and ESDC, from time to time, as required by the Applicable Legislation and the agreements between the Promoter or the Trustee, respectively, and the Minister or ESDC, from time to time.

## 14. Appointment of Trustee

The Promoter shall ensure that a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act, is appointed as Trustee of the Plan pursuant to Applicable Legislation to act as trustee of the Plan Assets and irrevocably hold the Plan Assets for the purposes set forth in subsection 2(b). The Promoter shall be ultimately responsible for the Plan and the payment of the Educational Assistance Payments.

## 15. Delegation

The Trustee shall irrevocably hold the Plan Assets and the ultimate responsibility for the Plan Assets shall rest with the Trustee. Without in any way detracting from the ultimate responsibility of the Trustee for the Plan Assets, the Trustee may, and each Subscriber expressly authorizes the Trustee to, delegate to the Promoter, its successors and assigns as the sole agent of the Trustee certain powers, authorities and duties in respect of the Plan Assets as the Promoter and the Trustee may determine from time to time. To the extent that the Trustee has delegated the performance of all or a portion of the activities of the trust regarding the Plan Assets to the Promoter, such delegation shall be deemed to be in the best interests of the trust, the Subscriber(s) and the Beneficiary. The Trustee shall notify the Minister or ESDC of the appointment of an agent in accordance with the terms of the agreement between the Trustee

and the Minister or ESDC, as applicable. The Promoter may, and each Subscriber expressly authorizes the Promoter to, delegate certain Promoter responsibilities to an agent of the Promoter or third party.

#### **16. Replacement of Trustee**

The Trustee may resign at any time as trustee upon ninety (90) days' prior written notice to the Promoter, or such other period of notice as the Promoter may accept or the Applicable Legislation may dictate. The Promoter may request the resignation of the Trustee by providing sixty (60) days' prior written notice to the Trustee, or such other period of notice as the Trustee may accept or the Applicable Legislation may dictate. Upon issuing or receiving notice of removal or resignation of the Trustee, respectively, the Promoter shall within the notice period referred to herein appoint by instrument in writing a successor trustee (the "Successor Trustee") that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act. In the event that the

Promoter fails to appoint a Successor Trustee within the applicable notice period, the Trustee may appoint a Successor Trustee that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act. The party appointing the Successor Trustee undertakes to require the Successor Trustee to enter into an agreement with the Minister or ESDC, as applicable, upon its appointment as Successor Trustee, or within a reasonable time thereafter. The Trustee will notify the Canada Revenue Agency and the Minister or ESDC prior to its resignation or removal and prior to the appointment of a Successor Trustee in accordance with the terms of the agreement between the Trustee and the Minister or ESDC, as applicable. The Promoter will notify the Minister or ESDC prior to effecting the Trustee's removal hereunder in accordance with the terms of the agreement between the Promoter and the Minister or ESDC, as applicable. Effective upon the resignation or removal of the Trustee in accordance with the foregoing terms, and subject to the Trustee's receipt of all fees and expenses then owing to the Trustee and the Trustee's receipt of such acknowledgments, assurances and receipts as may be reasonable for the Trustee to request with respect to the transfer of the Plan Assets to the Successor Trustee, the Trustee shall execute and deliver to the Successor Trustee all conveyances, transfers and further assurances as may be reasonable to give effect to the appointment of the Successor Trustee, and the Successor Trustee will thereupon agree to be bound by the terms hereof (in which case all references herein to "the Trustee" will include the Successor Trustee).

However, the Trustee will not transfer any Government Funded Benefits in the Plan to the Successor Trustee until such time as the Successor Trustee has entered into an agreement with the Minister or ESDC, as applicable, and the Trustee has been reimbursed for any costs arising from the retention by the Trustee of the Government Funded Benefits in the Plan. Notice of the replacement of the Trustee hereunder will be given by the Promoter to each Subscriber. In the event that a trust governed by the Plan is terminated and a new trust is established, the Plan Assets shall be used for one or more of the purposes set out in subsection 2(b). Notwithstanding any other provision of this Agreement, any trust company resulting from the merger, amalgamation or continuation of the Trustee or succeeding to substantially all of the trusteeship business of the Trustee (whether by sale of such business or otherwise) shall thereupon automatically become the Successor Trustee hereunder without further act or formality.

#### **17. Fees and Expenses**

- a. The Trustee and the Promoter shall be entitled to reasonable fees and other charges in such amounts as may be fixed by the Trustee and/or Promoter, as applicable, from time to time, provided that the Promoter shall give at least 60 days' prior notice to each Subscriber of a change in the amount of such fees and charges. In addition, the Promoter shall be entitled to earn normal brokerage commissions on investment and reinvestment transactions processed by the Promoter.
- b. In addition to the foregoing, the Promoter and the Trustee shall also be entitled to reasonable fees for any exceptional services which either is required to perform hereunder, commensurate with the time and responsibility involved.
- c. In addition to the foregoing, if the Plan has a cash deficit at any time, the Promoter will be entitled to charge interest on the cash deficit until it is eliminated. Such interest charges will be calculated and payable monthly, based on an annual interest rate (divided by 365, or 366 in a leap year) and the average daily cash deficit during the calculation period. Any unpaid interest will be included in the calculation of the average daily cash deficit. The rate of interest payable on the cash deficit will be determined by the Promoter from time to time in its sole discretion. The rate of interest and method of calculation is available from the Promoter upon request and such rate shall be shown on the statements sent to the Subscriber(s).
- d. All fees of the Promoter and the Trustee shall be either charged to the Accounts or if a Subscriber has so instructed the Promoter in writing, billed to the Subscriber directly. All out-of-pocket expenses reasonably incurred by the Promoter and the Trustee in the administration of the Plan and the Plan Assets (such as certificate fees, postage, delivery charges, faxes, etc.) and other disbursements and expenses (including all taxes and Government Funded Benefit refunds) shall be charged to the Accounts.
- e. Fees related to the Plan (such as investment counsel fees charged by the Trustee directly to a Subscriber) are not deductible to the Subscriber. Fees related to the Plan Assets such as broker commissions and mutual fund service charges are considered expenses of the Plan, and as such reduce the Plan Assets available under the Plan for Refund of Contributions, Educational Assistance Payments, Accumulated Income Payments and payments to, or to a trust in favour of, a designated educational institution in Canada referred to in paragraph 118.6(1)(a)(i) of the Tax Act.
- f. Notwithstanding anything contained herein, the Promoter, upon receiving the agreement of the Trustee, is empowered to realize or cause to be realized from time to time, sufficient investments to permit it to pay any amounts which a Subscriber or the Plan is

required to pay (including pursuant to the Plan or court order), or which is levied or assessed pursuant to the Applicable Legislation, or for payment of the fees and administration expenses of the Promoter and the Trustee. Any such sale shall be made at such price or prices as the Promoter may, in its sole discretion, determine and the Promoter shall not be responsible for any loss occasioned thereby.

#### **18. Liability of the Promoter and the Trustee**

Unless caused by or resulting from the dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard on the part of the Promoter or the Trustee, the Promoter and the Trustee, and their respective employees, officers and directors shall have no liability hereunder in respect of:

- (i) any taxes, interest or penalties which may be imposed under the Applicable Legislation in respect of the Plan (whether by way of assessment, reassessment or otherwise) or for any other charge levied or imposed by any governmental authority upon or in respect of the Plan, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes and penalties imposed on the Trustee and Promoter arising from its personal liability, including without limitation, arising from its administrative error, under Applicable Tax Legislation;
- (ii) the receipt and time of receipt of any Government Funded Benefits;
- (iii) any refunds of Government Funded Benefits that may be required by the Applicable Legislation;
- (iv) any costs which the Promoter or the Trustee incur in the performance of their duties hereunder or under the Applicable Legislation; or
- (v) any loss or damages or tax liability suffered or incurred by the Plan, by a Subscriber or by the Beneficiary under the Plan as a result of a breach of the agreement between the Promoter or the Trustee, respectively, and the Minister or ESDC, as applicable, or the applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions.

In this regard, the Promoter and the Trustee may reimburse themselves for, or may pay, any such Government Funded Benefit refunds, taxes, or costs out of the capital or the income, or partly out of the capital and partly out of the income, of the Plan as the Promoter or the Trustee in their absolute discretion deem expedient. The Subscriber(s) will at all times indemnify the Promoter and the Trustee and save them harmless in respect of any Government Funded Benefit refunds, taxes, interest or penalties which may be imposed in respect of the Plan or costs incurred by the Promoter or the Trustee in respect of the Plan or any losses incurred by the Plan (other than losses for which the Promoter or the Trustee are liable in accordance herewith) as a result of a breach of the agreement between the Promoter or the Trustee, respectively, and Minister or ESDC, as applicable, or the Applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions.

Except as otherwise provided in the Tax Act, the Trustee and Promoter are not responsible for determining whether any investment made on your instructions is or remains a "prohibited investment" for your Plan, as that term is defined in the Tax Act. The Trustee or Promoter shall not be liable for any income tax, charge or tax that the Subscriber may be required to pay on a non-qualified investment or payments from the Plan or for any loss or shortfalls resulting from the investment or reinvestment of the assets of the Plan, the sale or other disposition of assets held in the Plan. Neither the Trustee nor the Promoter, our officers, employees and agents will be liable for and are indemnified by you and the Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of the Plan; the dealing with the assets of the Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of the Plan in accordance with this Contract, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.

If the Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of the Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of the Plan to avoid or minimize the imposition of tax, interest or penalties on you or the Plan. The Trustee will not be liable for any tax, interest or penalty imposed on you or the Plan or for any loss resulting from the disposition or failure to dispose of any investment held by the Plan.

Each Subscriber acknowledges and agrees that all investments of the Plan Assets are held at the risk of the Subscriber(s), and that the Promoter and the Trustee shall not be responsible for any damages, loss or decrease in the value thereof. The Promoter may rely upon any statement or writing received from a Subscriber believed by the Promoter to be genuine and shall be under no duty to make any investigation or enquiry with respect thereto. The foregoing indemnification of the Promoter and the Trustee and the limitations of liability of the Promoter and the Trustee shall survive the termination of the Plan.

#### **19. Amendment of the Plan**

Upon at least sixty (60) days written notice to each Subscriber, with the written consent of the Trustee and in accordance with Applicable Legislation, the Promoter may from time to time amend the Plan with the concurrence of relevant taxation and other regulatory authorities having jurisdiction over the Plan, provided that such amendment does not have the effect of disqualifying the Plan for acceptance as a registered education savings plan within the meaning of the Applicable Legislation or disqualifying the Beneficiary as recipient of Government Funded Benefits according to the Applicable Legislation. However, if the Plan must be amended to ensure the Plan continues to comply with the Applicable Legislation as amended from time to time, the Promoter is not required to give the Subscriber(s) prior notice of such amendments to the Plan and such amendments will be effective immediately after they have been made.

## 20. Assignment by the Promoter

The Promoter may assign its rights and obligations hereunder to any other entity resident in Canada to carry out the duties and obligations of the Promoter under the Plan provided that the assignee agrees to enter and enters into an agreement with the Minister or ESDC, as applicable (in which case all references herein to "the Promoter" will include the assignee), and, prior to effecting the assignment, the Promoter notifies the Minister or ESDC in accordance with the terms of the agreement between the Promoter and the Minister or ESDC, as applicable, and the Promoter advises the Canada Revenue Agency of the assignment of the Promoter's rights and obligations to another entity, and further provided that an assignment of this Contract may not be made without prior written consent of the Trustee, which consent may not be unreasonably withheld. Notice of this assignment will be given by the Promoter to each Subscriber. However, the Promoter shall remain ultimately responsible for the administration of the Plan and paying, or causing to be paid, the Education Assistance Payments. The Promoter shall continue to perform such administrative services in respect of the Plan as are required hereunder and as it determines necessary from time to time.

## 21. Successors

Subject to any provision herein to the contrary, the Plan shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, and personal representatives. For greater certainty and subject to the provisions of the Applicable Legislation, the entity resulting from an amalgamation, merger or reorganization of the Promoter shall become the Promoter hereunder. Notwithstanding the aforementioned, prior to the effective date of any amalgamation, merger or reorganization, as the case may be, the Promoter shall notify the Canada Revenue Agency and make any amendments to the Plan that may be required by the Canada Revenue Agency as a result of the amalgamation, merger or reorganization of the Promoter.

## 22. Notices

Any notice, statement or receipt given by the Promoter or the Trustee to a Subscriber or the Beneficiary shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Subscriber or the Beneficiary at the address shown on the Application or to such other address as the Subscriber or the Beneficiary may designate in writing to the Promoter from time to time, for such purpose, and shall be deemed to have been received at the time of personal delivery to the Subscriber or Beneficiary, as the case may be, or three (3) business days after mailing. Any notice given by a Subscriber to the Promoter or the Trustee shall be considered sufficient if delivered personally or mailed postage prepaid to the Promoter, or the Trustee, respectively, at its office in Vancouver or Vancouver respectively, and shall be deemed to have been received by the Promoter or Trustee, respectively, when actually received by it. In addition to other notices required hereunder, the Promoter shall notify each Subscriber forthwith upon receipt by the Promoter of any assignment or notice of involuntary assignment, seizure, garnishment or any process of law or execution or notice in respect of any of the Plan Assets.

## 23. Termination Date

The Subscriber(s) shall designate in the Application the termination date of the Plan (the "Termination Date"), which shall not be later than the last day of the thirty-fifth (35th) year following the year in which the Plan is entered into. The Plan may be terminated at such earlier date as agreed upon in writing by the Subscriber(s) and the Promoter and, shall terminate on an earlier date as prescribed by the Applicable Legislation from time to time. The Promoter shall provide each Subscriber with notice of the Termination Date not less than three (3) months prior to the Termination Date, except when the Termination Date of the Plan has been changed by the Subscriber(s) to a date that is less than six (6) months from the time the designation notice is received by the Promoter. At the Termination Date, subject to Applicable Legislation and the terms of any direction from the Subscriber (jointly, in the case of two Subscribers) given to the Promoter prior to the Termination Date pursuant to section 10 hereof, the Promoter shall pay to, or to a trust in favour of, the educational institution designated by the Subscriber(s) an amount equal to the Plan Assets less any Contributions remaining in the Plan, less any unpaid taxes, penalties or other charges imposed under the Applicable Legislation, less any Government Funded Benefits and less any unpaid fees, charges and/or expenses of the Trustee or Promoter hereunder (the "Designated Educational Institution Payment Amount"). The Promoter shall liquidate any Contributions remaining in the Plan and place the proceeds on deposit with the Trustee in the name of the Subscriber (or, where the Plan has two Subscribers, in the name of both Subscribers jointly) and the Trustee shall allow interest on such amount on such terms and conditions as it may reasonably determine from time to time, until it receives such direction. The Trustee shall be entitled to collect fees for the administration of the deposit account directly from the account. If no educational institution was designated by the Subscriber(s), the Trustee, in its sole discretion, shall designate the educational institution and the Promoter shall pay the Designated Educational Institution Payment Amount to, or to a trust in favour of, such designated educational institution as referred to in paragraph 118.6(1)(a)(i) of the Tax Act.

## 24. Designation of Educational Institution

You may designate an educational institution as the institution entitled to receive payments from the Plan. You may make, change or revoke the designation by providing notice to the Promoter.

## 25. Responsibilities of Subscriber(s)

The Subscriber(s) is/are responsible for:

- a. selecting investments for the Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing another party to do these things on your behalf;
- b. ensuring that Contributions to the Plan do not exceed the maximum Contribution limits permitted by the Tax Act;



- c. the truth and accuracy of the information provided by you or to the Promoter or the Trustee and for notifying the Promoter and the Trustee of any change in the information provided;
- d. providing the information and documentation required to apply for and administer the Grants;
- e. ensuring that the investments held in the Plan are at all times qualified investments for the Plan under the Tax Act and immediately notifying the Promoter and the Trustee if an investment held in the Plan is or becomes a non-qualified investment for the Plan under the Tax Act; and
- f. paying any tax on excess Contributions to the Plan and requesting a refund of any excess Contributions.

The Subscriber(s) acknowledge and accept responsibility for these matters and undertake to act in the best interest of the Plan. You confirm that we are not responsible for any loss in the value of the Plan. You acknowledge that any person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) your advisor is not the agent of the Promoter

or the Trustee or the agent of any of their affiliates.

## 26. Promoter's Responsibilities

The Promoter will:

- a. apply to register the Plan as a registered education savings plan under the Tax Act;
- b. receive Contributions to the Plan;
- c. apply for Grants as agent of the Trustee on behalf of the Plan at any time the Beneficiary is eligible for the Grant and the Promoter is eligible to apply for the Grant, after the Promoter receives:
  - i. your instructions to apply for the Grant;
  - ii. satisfactory evidence that the Beneficiary is eligible for the Grant; and
  - iii. any information or document that the Promoter or a government authority may require in connection with the Grant application. A payment will be made from the Plan as a Grant repayment in circumstances required by the CES Act or other Applicable Legislation.

The Plan will comply with all relevant conditions and limitations imposed on it by the CES Act or other Applicable Legislation in connection with the Grants;

- d. invest and reinvest the assets of the Plan according to your instructions;
- e. provide you with the statements of the account;
- f. provide you and any Beneficiary with information or notice as required by the CES Act or other Applicable Legislation;
- g. receive from you any change in a Beneficiary, a designated educational institution or any other matter which requires notification by you to the Promoter or the Trustee according to the provisions of this Contract;
- h. make payments from the Plan pursuant to the provisions of this Contract;
- i. to the extent required, deal with the appropriate taxation authorities in connection with the Plan or any amendment of the provisions of this Contract;
- j. ensure compliance with all relevant provisions of the CES Act and other Applicable Legislation relating to Grants; and
- k. perform such other duties as the Promoter and the Trustee from time to time considers appropriate.

The Promoter is ultimately responsible for the administration of the Plan. Pursuant to this Contract, as between the Promoter and you, you acknowledge that the foregoing does not detract from your duties and responsibilities under the Plan. This means, for example, that neither the Promoter nor the Trustee is authorized to select investments for the Plan and neither will assess the merits of any investment selected by you. Neither the Promoter nor the Trustee is responsible for providing any investment, tax or other advice to you; nor are either responsible for any advice that you obtain from any source. Notwithstanding any other provision of this Contract, neither the Promoter nor the Trustee will be liable for any loss or penalty suffered as a result of any act done by them in reliance of your authority, the authority of your agent or legal representatives. Neither the Promoter nor the Trustee are under any obligation to verify that any person is properly authorized to act as your agent or legal representative or is otherwise authorized to act on your behalf.

## 27. Assignment by Subscriber

If you are a Public Primary Caregiver, you may assign your interest in this Contract to an individual or another Public Primary Caregiver who has agreed in writing to acquire your interest. If you are an individual, you may assign your interest in this Contract to your spouse, common law partner, former spouse or former common law partner (as recognized by the Tax Act) following a relationship breakdown to effect a division of property pursuant to marital property legislation. An assignment will not be effective until an executed copy of the assignment has been delivered to the Trustee. The assignor will have no rights or entitlements as subscriber under the Plan after the effective date of the assignment.

**28. Advantage Extended**

No advantage that is conditional in any way on the existence of the Plan may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Tax Act.

**29. Truth of Information and Undertaking**

You warrant that all information on the Application or subsequently provided by you or other person to the Promoter or to the Trustee (whether it relates to you, a Beneficiary, a Beneficiary's parents or guardians, or another) is true and accurate and undertake to provide proof thereof if requested. You acknowledge that the Promoter and Trustee are relying on the truth and accuracy of the information provided by you or other person. You undertake to provide all information and documentation relating to you, the Beneficiary and the Beneficiary's parents or guardians as may reasonably be requested by the Promoter or Trustee in connection with the administration of the Plan and the application for grants on behalf of the Plan. You undertake to notify the Promoter and Trustee of any change in the information provided by you or other person.

**30. Agreement to be Bound/Priority**

The Subscriber has signed the Application and Contract for the Plan agreeing to be bound by the terms thereof. The Subscriber agrees to be bound by the terms of any addendums to the Plan (the "Addendum"). If there is a conflict between the provisions of this Contract and those of any Addendum, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Tax Act is not contravened. If there is a conflict between any Addendum and this Contract and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Tax Act is not contravened. The Tax Act shall prevail, in the case of conflict with any of the foregoing.

**31. Borrowing**

The Plan may not borrow money, unless: (a) the money is borrowed for a term of 90 days or less; (b) the money is not borrowed as part of a series of loans or other transactions and repayments; (c) no assets of the Plan are used as security for the borrowed money; and (d) the Promoter consents to the borrowing.

**32. Valuation**

The Promoter will determine the value of the Plan Assets from time to time in accordance with applicable industry practices and such valuation shall be conclusive for all purposes hereof.

**33. Promoter and Trustee Agreements**

The Promoter and the Trustee may, and each Subscriber expressly authorizes the Promoter and the Trustee, respectively, to enter into, amend, extend and terminate an agreement between the Promoter and the Trustee, respectively, and the Minister and ESDC, as applicable, in order to provide each Subscriber with access to the Government Funded Benefits pursuant to the Applicable Legislation.

**34. Information Slips**

The Promoter will provide each Subscriber, the Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Legislation to enable such persons to complete their respective income tax returns. The Promoter will also file with the Minister of National Revenue any returns required by the Applicable Legislation such as an information return regarding the investments of the Plan.

**35. Proof of Information**

Each Subscriber certifies that the information provided to the Promoter in respect of the Plan is correct and undertakes to provide the Promoter with further proof of any information relating to the Plan as may be required.

**36. Governing Law**

The Plan shall be governed, construed and administered in accordance with the laws of the Province of British Columbia and of the federal laws of Canada applicable therein. If a conflict arises between the provisions of the laws of British Columbia and those of the Tax Act, the provisions of the Tax Act shall govern.

**37. Access to File (for use in Québec only)**

The Subscriber(s) understands that the information contained in the Application shall be maintained in a file at the Promoter's place of business. The object of this file is to enable the Trustee, the Promoter and their respective agents or representatives to access the Application, answer any questions a Subscriber or the Beneficiary may have regarding the Application and the file in general, manage the account and follow any instructions received by a Subscriber on an ongoing basis. Subject to the Applicable Legislation, the personal information contained in this file may be used by the Trustee or the Promoter to make any decision relevant to the object of the file and only the Trustee's or Promoter's employees, agents, representatives and any other persons required for the execution of the Trustee's or Promoter's duties and obligations or any other persons expressly authorized in writing by the Subscriber(s) may have access to the file. Furthermore, each Subscriber understands that his/her file will be kept at the Promoter's place of business and

that the Subscriber(s) and the Beneficiary are entitled to consult their file at the same address and, when applicable, to have it corrected. The Subscriber or Beneficiary must, in order to exercise these rights, send a written notice to the Trustee at: Canadian Western Trust Company 300-750 Cambie Street, Vancouver, BC, V6B 0A2.

## 10. Aviso Financial Individual Education Savings Plan Terms and Conditions

The application attached (the "Application") and these terms and conditions constitute a contract for the establishment of an Aviso Financial Education Savings Plan (the "Plan") between Aviso Financial, a corporation amalgamated under the laws of Canada (the "Promoter"), and the subscriber(s) named in the Application as of the date of the Application (the "Contract") under which the Promoter will pay educational assistance payments to further the beneficiary's post-secondary education.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions:** For the purposes of this Contract the following terms shall have the following meanings:

- (a) **"Accumulated Income Payment(s)"** means any amount paid out of this Plan, other than a payment described in any of paragraphs (a) and (c) to (e) of the definition of trust in subsection 146.1(1) of the Tax Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount;
- (b) **"Applicable Legislation"** means all provincial and federal legislation governing the Plan, the Plan Assets and the parties hereto including, without limitation, the Income Tax Act (Canada) (the "Tax Act"), the Department of Employment and Social Development Act, the Canada Education Savings Act (Canada) (the "CES Act"), and securities legislation. Any reference to Applicable Legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- (c) **"Beneficiary"** means the individual designated in the Application by the Subscriber(s) to whom, or on whose behalf, Educational Assistance Payments are agreed to be paid, provided such individual qualifies under the Applicable Legislation and the Plan at the time such payments are made;
- (d) **"Canada Learning Bond"** means a Canada Learning Bond as described in the CES Act;
- (e) **"Capital Investments"** at any time means an amount net of the amount of Government Funded Benefit refunds as provided in section 7, not exceeding the lesser of:
  - i. the value of the Plan Assets at that particular time; and
  - ii. the aggregate of all Contributions made to the Plan up to that time eligible for refund at that time under the Applicable Legislation;
- (f) **"CES Grant"** means a Canada Education Savings Grant as described in the CES Act;
- (g) **"Contribution(s)"** means any amount contributed to the Plan by or on behalf of each Subscriber in respect of the Beneficiary from time to time or by way of a lump sum payment, other than Government Funded Benefits, and subject to the RESP Lifetime Limit, and in such minimum amounts permitted by the Promoter. Contribution(s) also include direct transfers from another registered education savings plan that has not made any Accumulated Income Payments prior to such transfers and subject to such other conditions imposed in accordance with the Applicable Legislation and the Plan. A Contribution does not include an amount paid into the Plan under or because of the CES Act or a Designated Provincial Program or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than the amount paid into the Plan by a Public Primary Caregiver in its capacity as a Subscriber). For greater certainty, an amount may be contributed by payment of cash into the Plan as well as by way of transfer of securities acceptable to the Promoter, in its sole discretion, provided that the registered ownership of such securities has been changed to reflect ownership by the Plan;
- (h) **"Designated Provincial Program"** means a program administered pursuant to an agreement entered into under section 12 of the CES Act or a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in education savings plans;
- (i) **"Disability"** means a severe and prolonged disability of the Beneficiary, certification of which has been or will be provided to the CRA as required under the Tax Act;
- (j) **"Educational Assistance Payment(s)"** means any amount, other than a Refund of Contributions, paid under this Plan in accordance with the Applicable Legislation, to or for the Beneficiary, to assist the Beneficiary to further the Beneficiary's education at a post-secondary school level;
- (k) **"Designated Educational Institution in Canada"** means an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Quebec for the purpose of An Act respecting financial assistance for education expenses, R.S.Q., c. A-13.3.
- (l) **"ESDC"** shall mean the Department of Employment and Social Development Canada;
- (m) **"Government Funded Benefits"** means collectively CES Grants, Canada Learning Bonds, and any other payments made to the Plan under the CES Act or under a Designated Provincial Program or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a Public Primary Caregiver in its capacity as Subscriber under the plan);

- (n) "**Grant**" means an amount paid or payable to the Plan under: (i) the CES Act, (ii) a provincial program administered under the CES Act, (iii) a designated provincial program, as defined under the Tax Act, or (iv) Part III.1 of the Department of Human Resources Development Act (Canada) as it read immediately before the coming into force of the CES Act.
- (o) "**Minister**" means the Minister designated for the purpose of the CES Act;
- (p) "**Plan Assets**" means all Contributions and Government Funded Benefits paid to the Plan in respect thereof, together with the income and gains derived from the investments and reinvestments thereof, less any losses of any investment or reinvestment, less any fees and administration expenses of the Promoter and the Trustee paid out of the Plan, and less any Government Funded Benefit refunds required by the Applicable Legislation. For greater certainty, Plan Assets includes all investments held from time to time by or on behalf of the Trustee in accordance with the Plan as well as amounts transferred pursuant to the Applicable Legislation from other registered education savings plans, if any;
- (q) "**Post-Secondary Educational Institution**" has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a post-secondary educational institution as:
- i. an educational institution in Canada that is a university, college or educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Québec for the purposes of An Act respecting financial assistance for education expenses; or
  - ii. an educational institution in Canada that is certified by the Minister of Employment and Social Development to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person's skills in, an occupation; or
  - iii. an educational institution outside Canada that provides courses at a post-secondary school level and that is a university, college or other educational institution at which a beneficiary was enrolled in a course of not less than 13 consecutive weeks or a university at which a beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks;
- (r) "**Public Primary Caregiver**" has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act, which defines a public primary caregiver of a beneficiary under an education savings plan in respect of whom a special allowance is payable under the Children's Special Allowances Act, as the department, agency or institution that maintains the beneficiary, or the public trustee or public curator of the province in which the beneficiary resides;
- (s) "**Qualifying Educational Program**" has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a qualifying educational program as a program at a post-secondary school level of not less than three consecutive weeks duration that requires that each student taking the program spend not less than ten hours per week on courses or work in the program.
- (t) "**RDSP**" or "**Registered Disability Savings Plan**" is a disability savings plan that satisfies the conditions in subsection 146.4(2) of the Tax Act, but does not include one to which subsection 146.4(3) or (10) applies;
- (u) "**Refund of Contributions**" at any time means:
- I. a refund of a Contribution that had been made at a previous time, if the Contribution was made:
    - A. otherwise than by way of a transfer from another registered education savings plan; and
    - B. into the Plan by or on behalf of a Subscriber under this Plan, or
  - II. a refund of an amount that was paid at a previous time into the Plan by way of a transfer from another registered education savings plan, where the amount would have been a refund of contributions under the other plan if it had been paid at the previous time directly to a subscriber under the other plan;
- (v) "**RESP Lifetime Limit**" means the lifetime limit for Contributions to all registered education savings plans in respect of a person designated as a beneficiary under such plans pursuant to subsection 204.9(1) of the Tax Act;
- (w) "**Specified Educational Program**" has the meaning ascribed to such term in subsection 146.1(1) of the Tax Act which defines a specified educational program as a program at a post-secondary level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program;
- (x) "**Specified Plan**" refers to a Plan for a disabled person and means a specified plan as defined in subsection 146.1(1) of the Tax Act;
- (y) "**Subscriber(s)**" means at any time either an individual (other than a trust), or an individual (other than a trust) and the spouse or common-law partner of such individual, or an individual (other than a trust) who is a legal parent of a beneficiary, and the individual's former spouse or common-law partner, who is also the legal parent of a beneficiary, who is/are named as such in the Application, or the Public Primary Caregiver of a Beneficiary, and in particular:
- i. each individual or Public Primary Caregiver with whom the Promoter entered into the Plan;
  - ii. another individual or another Public Primary Caregiver who, before that time, under a written agreement, acquired a Public Primary Caregiver's rights as a Subscriber under the Plan;
  - iii. an individual who, before that time acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
  - iv. after the death of a Subscriber under the Plan who is an individual described in (i) or (iii), any other person (including the estate of the deceased individual) who acquires the individual's rights as a Subscriber under the Plan or who makes Contributions into

the Plan in respect of a Beneficiary; but does not include an individual or Public Primary Caregiver whose rights as a Subscriber under the Plan had, before that time, been acquired by an individual or Public Primary Caregiver in the circumstances described in paragraph (ii) or (iii) above;

- (z) "**Trustee**" means Canadian Western Trust Company or such other corporation, resident in Canada and licensed or otherwise authorized under the laws of Canada or of a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act, which has been appointed by the Promoter to irrevocably hold the Plan Assets for the purpose(s) set forth in subsection 2(b).

## 2. Purposes of the Plan

- (a) The Plan is offered by the Promoter to provide Educational Assistance Payments to the Beneficiary(ies) and to enable the Beneficiaries to benefit from the Government Funded Benefits. The Plan does not allow for the payment to a Beneficiary unless the Beneficiary meets the prerequisites as set forth in paragraph 146.1(2)(g.1) of the Tax Act and otherwise in the Applicable Legislation. Contributions are not deductible by the Subscriber from income for tax purposes and are not taxable when returned to the Subscriber (or as the Subscriber may direct pursuant to subsection 7(b)). Provided that the Plan qualifies as a registered education savings plan under the Applicable Legislation, net income and net realized capital gains (including capital appreciation) earned on investments of Contributions and Government Funded Benefits will not be included in computing the Subscriber's income. Educational Assistance Payments made, and Government Funded Benefits paid, to or on behalf of a Beneficiary are included in computing the Beneficiary's income. However, where a Subscriber directs, pursuant to subsection 7(b) that part or all of the Contributions be paid to some or all of the Beneficiaries, such payments are not included in computing the income of such Beneficiary Education Savings Plan (ESP) – Individual Plan.
3. In consideration of receipt by the Promoter of Contributions and the fees and charges set out in section 17, and subject to repayment of Government Funded Benefits as required by the Applicable Legislation, the Promoter agrees to pay, or cause to be paid, the Educational Assistance Payments and to arrange for the Plan Assets to be irrevocably held in trust by the Trustee pursuant to the Plan for one or more of the purposes set out in paragraphs 9(a)(i) to (vi). Registration of the Plan

The Promoter shall apply for registration of the Plan as a registered education savings plan under the Tax Act in prescribed form and containing prescribed information and shall apply for registration of the Plan as a registered education savings plan under any other appropriate Applicable Legislation in the province in which each Subscriber resides. The Promoter shall provide each Subscriber with notification of such registration. Each Subscriber acknowledges that for the purposes of such registration the Promoter is relying on the correctness and completeness of all information provided in the Application signed by the Subscriber(s). The Promoter will also attend to the timely application for Government Funded Benefits on behalf of each Subscriber who has instructed the Promoter to apply for Government Funded Benefits on the application form referred to in subsection 5(c) and who has provided the Promoter with the requisite social insurance numbers and undertakings. The social insurance numbers obtained for a purpose related to an application for Government Funded Benefits will not be knowingly used, communicated, or allowed to be communicated for any other purpose.

## 4. Social Insurance Number (SIN)

- (a) Subparagraph 146.1(2)(g.3)(i) of the Tax Act permits an individual to be designated as a beneficiary only if the individual's SIN is provided to the promoter before the designation is made and the individual is resident in Canada when the designation is made, or the designation is made in conjunction with a transfer of property into the plan from another registered education savings plan under which the individual was a beneficiary immediately before the transfer.
- (b) Subparagraph 146.1(2)(g.3)(ii) of the Tax Act permits a contribution to the plan in respect of an individual who is a beneficiary only if the individual's SIN is provided to the promoter before the contribution is made and the individual is resident in Canada, or where the contribution is made by way of a transfer from another registered education savings plan under which the individual was a beneficiary immediately before the transfer.
- (c) Paragraph 146.1(2.3)(a) of the Tax Act does not require an individual's SIN to be provided in respect of a contribution to the plan, if the plan was entered into before 1999. Such contributions continue to be ineligible for Government Funded Benefits, and the SIN exception is relevant only for existing beneficiaries under such plans.
- (d) Paragraph 146.1(2.3)(b) of the Tax Act does not require an individual's SIN to be provided in respect of a designation of a non-resident individual as a beneficiary under the plan, if the individual was not assigned a SIN before the designation is made.
- (e) By law, the Trustee is required to use your SIN when submitting tax reports to the Canada Revenue Agency. They may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated.

## 5. Contributions

- (a) Each Subscriber may make Contributions in respect of the Beneficiary in such amounts and at such times as the subscriber designates, subject to:
- any minimum amounts established by the Promoter from time to time by written notice to each Subscriber;
  - the RESP Lifetime Limit;
  - no Contribution being made to the Plan by or on behalf of a Subscriber after the 31st calendar year (35th calendar year in the case of a Specified Plan) following the calendar year in which the Plan is entered into; and

iv. such other restrictions as may be set out in the Applicable Legislation from time to time.

Each Subscriber agrees that he/she is responsible for ensuring that the total of all contributions made in respect of the Beneficiary, other than contributions made to the Plan by way of transfer from other registered education savings plans, will not exceed the RESP Lifetime Limit imposed by the Applicable Legislation from time to time. Each Subscriber acknowledges that any failure to abide by the RESP Lifetime Limit will give rise to penalties and/or taxes as provided in the Applicable Legislation, and each Subscriber agrees that he/ she is solely responsible for the payment of such penalties and/or taxes and for the completion of all resulting required tax reporting.

- (b) In the case of Contributions in kind, the value of such Contributions will be an amount equal to the fair market value of such Contributions at the time of payment into the Plan. Where such fair market value is not readily determinable, in the opinion of either the Promoter or the Trustee, a Subscriber shall provide written evidence satisfactory to the Promoter or Trustee, as applicable, establishing such fair market value and the Contribution shall only be accepted by the Promoter once such satisfactory evidence of fair market value has been so provided and the registered ownership of such property has been changed to reflect ownership by the Plan.
- (c) In the event a Subscriber wishes to apply for Government Funded Benefits, the Subscriber shall make such application in a form and manner acceptable to the Minister and to the Promoter, which form the Promoter shall provide to the Subscriber(s) prior to, or immediately upon, completion of the Application. The Promoter shall ensure that the Government Funded Benefits paid to the Plan are administered, invested and paid out of the Plan strictly in accordance with the terms of this Contract, the Applicable Legislation, and the agreements referred to in section 34.
- (d) Each Subscriber undertakes to inform the Promoter of any change in circumstances of the Beneficiary (including any change of the Beneficiary or in the residency status of the Beneficiary) upon the Subscriber making a Contribution or a request for an Educational Assistance Payment to be made to or on behalf of the Beneficiary.
- (e) Any Contribution to the Plan made in respect of a former beneficiary under the Plan will be considered to have been made in respect of the current Beneficiary. Any amount may be transferred to the Plan from another registered education savings plan that has never made an Accumulated Income Payment. Contributions transferred to the Plan shall be considered to have been made on your behalf in respect of the Beneficiary. If the other registered education savings plan was established before the Plan, the Plan will be deemed to be established on the day the other registered education savings plan was established or deemed to be established. Grants received by the Plan, whether directly from a government or by way of transfer from another registered education savings plan, shall not be considered to be a Contribution to the Plan.

## **6. Refund of Contributions**

Upon written notice in the form required by the Promoter and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation which requires the Promoter to repay Government Funded Benefits in certain circumstances, each Subscriber shall be entitled to:

- (a) at any time, from time to time, receive a Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges); or
- (b) direct, in the manner prescribed by the Promoter, that all or any part of the Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges) be paid to the Beneficiary. The Promoter will identify to the Canada Revenue Agency the payments to the Beneficiary that are attributable to such Refunds of Contributions.

Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers. When a Refund of Contributions is made, a corresponding refund of Government Funded Benefits will also be made pursuant to section 7. Each Subscriber acknowledges that such Refunds of Contributions may result in restrictions on future Government Funded Benefits in respect of the Beneficiary under the Plan.

## **7. Refund of Government Funded Benefits**

Refunds of Government Funded Benefits will be made when and as required by the Applicable Legislation, including on:

- (a) a withdrawal of Contributions for non-educational purposes;
- (b) a payment pursuant to paragraphs 9(a)(iii) or (v);
- (c) certain transfers from the Plan to another registered education savings plan;
- (d) revocation of the Plan's registration, and on termination of the Plan; and
- (e) certain replacements of the Beneficiary.

Refunds of Government Funded Benefits will also be made when any Government Funded Benefits were paid into the Plan in error.

## **8. Investments**

- (a) The Promoter shall ensure that the Plan Assets are held, invested and reinvested strictly in accordance with the instructions of the Subscriber received by the Promoter from time to time, industry standards, the terms and conditions of this Contract and the Applicable Legislation. When the Plan has two Subscribers, the Promoter may act upon the instructions received from either Subscriber. In the event that no direction is provided as to the immediate investment of any cash held as part of the Plan Assets, the Promoter shall, by the next business day following receipt thereof, place on deposit with the Trustee, all such cash, and the Trustee shall allow interest on such amounts on such terms and conditions as it may reasonably determine from time to time.

- (b) Ownership of the Plan Assets shall, at all times, be vested solely in the Trustee in its capacity as trustee of the Plan and the Subscriber(s) shall have no interest in the Plan Assets other than as set forth herein. The Trustee (or its permitted agents) may exercise the rights and powers of an owner with respect to all securities held by it for the Plan, except that the right to vote and give proxies in respect thereof shall be exercised by the Subscriber(s). For this purpose, the Subscriber(s) is hereby appointed as agent and attorney of the Trustee to execute and deliver proxies and/or other instruments mailed by the Trustee, or the Promoter on its behalf, to each Subscriber in accordance with the Applicable Legislation. Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers.
- (c) The Subscriber(s) shall be responsible for obtaining all necessary information concerning investments, including determining whether investments should be purchased, sold, or retained by the Promoter as part of the Plan and to ensure the eligibility and qualification of such investments as qualified investments for a registered education savings plan in accordance with the definition of "qualified investments" in subsection 146.1(1) of the Tax Act and under any other governing provisions of the Applicable Legislation, and that such investments do not give rise to penalties and/or taxes of any kind. Each Subscriber acknowledges that such investments may produce losses of any nature whatsoever for the Plan and any failure to comply with the Applicable Legislation will result in penalties and/or taxes and each Subscriber agrees that he/she is solely responsible for such losses and for the payment of such penalties and/or taxes and for any resulting tax reporting relating thereto, whether or not the Promoter has communicated to the Subscriber(s) any information the Promoter may have received, or any judgment the Promoter may have formed, with respect to the forgoing at any particular time. Each Subscriber acknowledges that any failure to comply with the Applicable Legislation may also result in revocation of the Plan by the Canada Revenue Agency.
- (d) The Promoter and the Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Plan. However, if the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Tax Act) for a registered education savings plan, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for a registered education savings plan, it is the responsibility of the Subscriber(s) to file an Individual Return for Certain Taxes for RRSPs, RRIFs, RESPs or RDSPs, and any other form required under the Tax Act and pay the applicable tax under the Tax Act.

## 9. Withdrawals

- (a) Upon receipt of a written direction from the Subscriber (jointly in the case of two Subscribers), in such form as the Promoter shall prescribe and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation, the Promoter shall permit withdrawals from the Plan (to the extent of the Plan Assets after deducting any fees and expenses of the Promoter and Trustee or other amounts owing under section 17, any refunds of Government Funded Benefits as provided in section 7 and any withholding taxes under the Applicable Legislation):
  - i. to make Educational Assistance Payments to or on behalf of the Beneficiary who is either:
    - A. enrolled as a student in a Qualifying Educational Program at a Post-Secondary Educational Institution; or
    - B. at least 16 years of age and enrolled as a student in a Specified Educational Program at a Post-Secondary Educational Institution; and either:
    - C. has satisfied the condition in subparagraph (A) above, and
      - I. the payment is made after the 9th year that follows the year in which the plan was entered into and each individual (other than a deceased individual) who is or was a beneficiary under the plan has attained 21 years of age before the payment is made and is not, when the payment is made, eligible under the plan to receive an educational assistance payment,
        - i. to make Accumulated Income Payments if:
          - A. the payment is made to, or on behalf of a Subscriber who is a resident in Canada when the payment is made;
          - B. the payment is not made jointly to, or on behalf of, more than one Subscriber; and
          - C. Any of:
            - I. than deceased individual who is or was a Beneficiary under the Plan attained 21 years of age before the payment is made, and is not, when the payment is made, eligible under the Plan to receive an Educational Assistance Payment;
            - II. the payment is made in the 35<sup>th</sup> year (40<sup>th</sup> year in the case of a Specified Plan) following the year in which the Plan is entered into; or
            - III. each individual who was a beneficiary under the plan is deceased when the payment is made.
      - II. the total of the payment and all other educational assistance payments made under all registered education savings plans of the Promoter to or for the Beneficiary in the 12-month period before the payment does not exceed \$8,000 or such greater amount as the Minister approves in writing with respect to the Beneficiary; or
    - D. has satisfied the condition in subparagraph (B) above and the total of the payment and all other educational assistance payments made under all registered education savings plans of the Promoter to or for the Beneficiary in the 13-week period before the payment does not exceed \$4,000 or such greater amount as the Minister approves in writing with respect to the Beneficiary; provided that the Subscriber(s) confirms in writing, as part of this written direction, the residency of the Beneficiary. At the Subscriber's request (jointly, in the case of two Subscribers) and upon receipt of the requisite supporting documentation, the

Promoter will apply to the Minister for an approval to pay the Beneficiary an amount higher than provided in subparagraph 9(a)(i)(C) or (D). When an Educational Assistance Payment is made to the Beneficiary, the payment will include Government Funded Benefits in accordance with, and up to a maximum amount permitted by, the Applicable Legislation.

- i. as a Refund of Contributions (pursuant to section 6);
- ii. to, or to a trust in favour of, a designated educational institution in Canada referred to in subparagraph 118.6(1)(a)(i) of the Tax Act, which is an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the Canada Student Loans Act, designated by an appropriate authority under the Canada Student Financial Assistance Act, or designated by the Minister of Education of the Province of Québec for the purposes of An Act respecting financial assistance for education expenses;
- iii. for the repayment of Government Funded Benefits;
- iv. to make Accumulated Income Payments if:
  - A. the payment is made to, or on behalf of, a Subscriber who is a resident in Canada when the payment is made;
  - B. the payment is not made jointly to, or on behalf of, more than one Subscriber; and
  - C. any of:
    - I. the payment is made after the 9<sup>th</sup> year that follows the year in which the Plan was entered into and each individual (other than a deceased individual) who is or was a Beneficiary under the Plan attained 21 years of age before the payment is made, and is not, when the payment is made, eligible under the Plan to receive an Educational Assistance Payment;
    - II. the payment is made in the 35th year (40th year in the case of a Specified Plan) following the year in which the Plan is entered into; or
    - III. each individual who was a beneficiary under the plan is deceased when the payment is made.

Where the Beneficiary suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution, at the Subscriber's request (jointly, in the case of two subscribers) and upon receipt of the requisite supporting documentation, the Promoter will apply to the Minister of National Revenue for approval to waive the requirements set out in clause 9(a)(v)(C)(l) hereof. The Plan shall terminate before March 1st of the year following the year in which the first Accumulated Income Payment was made out of the Plan; and

- v. to a trust that irrevocably holds property transferred to it pursuant to a registered education savings plan for any of the purposes set out in subsection 2(b) and paragraphs 9(a)(i) to (vi) as permitted by the Applicable Legislation. The effective date of such a transfer from the Plan to a registered education savings plan shall be determined in accordance with section 10. For greater certainty, no payments will be made out of the Plan when the fair market value of the Plan Assets is less than the aggregate amount of all the Government Funded Benefits paid into the Plan less any Government Funded Benefits paid out of the Plan, unless the payment is an Educational Assistance Payment made to or on behalf of the Beneficiary and the whole payment is attributable to Government Funded Benefits. The Promoter shall determine whether any condition precedent to the payment of an Educational Assistance Payment has been satisfied and such determination shall be final and binding on the Subscriber(s), the Beneficiary and to any and all other persons who may be eligible to receive moneys pursuant to the Plan.
- (b) Each Subscriber acknowledges and understands that the Applicable Legislation requires the repayment by the Beneficiary of any Government Funded Benefits received by the Beneficiary in excess of the maximum amount prescribed by the Applicable Legislation. An individual who is a beneficiary under more than one registered education savings plan shall be solely responsible for ensuring that any Government Funded Benefit payments he or she received in excess of the maximum amount prescribed by the Applicable Legislation is repaid as required. The Promoter shall provide the Beneficiary with notice of this obligation.
  - (c) Notwithstanding paragraph (a)(i) above, an Educational Assistance Payment to or on behalf of the Beneficiary may be made at any time in the six-month period following the particular time at which the Beneficiary ceases to be so enrolled if the payment would have complied with the requirements of paragraph (a)(i) had the payment been made immediately before such particular time. Further, an Educational Assistance Payment made in accordance with this subsection (c) but not in accordance with paragraph (a)(i) will be deemed, for the purposes of applying paragraph (a)(i) at and after that time, to have been made before the particular time referred to in this subsection (c) above.
  - (d) This Plan may be treated as a Specified Plan, in which case a term of this Plan is that, at all times after the end of the 35th year after the Plan was entered into, no other individual may be designated as a beneficiary.

## 10. Transfers

The Subscriber may, at any time, request in writing (jointly in the case of two Subscribers) that the Trustee, or the Promoter on the Trustee's behalf, transfer monies (including Government Funded Benefits) into and out of the Plan from and to another registered education savings plan. Transfers will be made even if they result in repayments of Government Funded Benefits or restrictions on future Government Funded Benefits in respect of the Beneficiary under the Plan.

In accordance with subsection 146.1(6.1) of the Tax Act, any registered education savings plan receiving a transfer will be deemed to have been entered into on the day that is the earlier of the day on which the registered education savings plan receiving the transfer (the



"Transferee Plan") was entered into, and the day on which the registered education savings plan from which the transfer was made (the "Transferor Plan") was entered into. In accordance with paragraph 146.1(2)(i.2) of the Tax Act, the Plan will not accept a transfer from a registered education savings plan after the registered education savings plan has made an Accumulated Income Payment. In accordance with subsection 204.9(5) of the Tax Act each Contribution made to a Transferor Plan, by or on behalf of a Subscriber prior to a transfer will be deemed to have been made by the Subscriber in respect of the Beneficiary under the Transferee Plan, and the amount of the transfer will be deemed to have been withdrawn from the Transferor Plan, unless one of the following conditions are met:

- (a) A Beneficiary under the Transferee Plan was, immediately before the transfer, a Beneficiary under the Transferor Plan; or
- (b) a parent of a beneficiary under the transferee plan was a parent of an individual who was, immediately before the particular time, a beneficiary under the transferor plan and
  - i. the transferee plan is a plan that allows more than one beneficiary under the plan at any one time, or
  - ii. in any other case, the beneficiary under the transferee plan had not attained 21 years of age at the time the transferee plan was entered into;

If the conditions set out in either (a) or (b) above are not met, the transfer may cause an over contribution to the Transferor Plan. Each Subscriber under the Transferor Plan will be deemed to be a Subscriber under the Transferee Plan for the purposes of the over contribution tax payable as a result of a transfer, in accordance with subsections 204.9(5) and 204.91(1) of the Tax Act.

#### **11. Tax Treatment of Accumulated Income Payments**

There shall be included in computing a Subscriber's income for a taxation year each Accumulated Income Payment received in the year. Each Subscriber further understands that if the person receiving the Accumulated Income Payment:

- (a) is an original Subscriber; or
- (b) has acquired the rights of a Subscriber pursuant to a decree or order of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan for the settlement of rights as a result of marriage or common-law partnership breakdown;

all or part of such payment may be rolled over without the payment of tax to a registered retirement savings plan ("RRSP") of a Subscriber or a spousal or common-law partner's RRSP of a Subscriber, as permitted by the Applicable Legislation subject to the Subscriber's available RRSP contribution room and the limits set out in section 204.94 of the Tax Act.

#### **12. Beneficiary**

- (a) The individual designated on the Application as the beneficiary under the Plan will be the initial Beneficiary if he or she is a Canadian resident for the purposes of the Tax Act or, where no Contribution will be made to the Plan other than a transfer from another registered education savings plan, the individual was the beneficiary under the other registered education savings plan immediately before the transfer.
- (b) Each Subscriber acknowledges and agrees that there can only be one person designated as the Beneficiary under the Plan at any time. A Subscriber may designate and revoke the designation of the Beneficiary and designate another person as the Beneficiary by written notice (jointly in the case of two Subscribers) in a form acceptable to the Promoter, provided that:
  - i. the individual being designated as the new Beneficiary is a Canadian resident for the purposes of the Tax Act;
  - ii. if the individual being designated as the new Beneficiary has a Disability, the designation is made before the end of the 35th year following the year in which the Plan was established or deemed to be established; and
  - iii. you have provided the Promoter with all information and documentation relating to you, the individual and the individual's parents or guardians as may reasonably be requested by the Promoter in connection with the administration of the Plan and the application for a grant on behalf of the Plan, which information will include but may not be limited to:
    - the gender, birth date, social insurance number and residential address of the individual designated as Beneficiary;
    - the relationship of the individual to you;
    - whether the individual has a Disability; *and*
    - if the individual is under 19 years of age and ordinarily lives with a parent (as defined in the Tax Act) or is maintained by a Public Primary Caregiver, the name and residential address of the parent or Public Primary Caregiver. Where the Plan has two Subscribers, such written notice must be signed by both Subscribers. If more than one such instrument is delivered to the Promoter the one bearing the latest execution date will govern. The Subscriber can be the Beneficiary of the Plan.
- (c) The Promoter shall, within 90 days after an individual becomes the Beneficiary under the Plan, notify the individual (or, where the individual is under 19 years of age at that time and either ordinarily resides with a parent of the individual or is maintained by a Public Primary Caregiver of the individual, that parent or Public Primary Caregiver) in writing of the existence of the Plan, and the name and address of each Subscriber of the Plan.

#### **13. Subscriber's Account and Statements**

The Promoter shall maintain in accordance with the Applicable Legislation segregated trust account(s) registered in the name of the

Trustee in trust for the Subscriber(s) (the "Accounts") which will record and reflect:

- (a) Contributions to, and withdrawals from, the Plan, and the date the Promoter received the Contributions, as well as whether such payments attracted payment or repayment of Government Funded Benefits;
- (b) the particulars of any investment transactions made and any investments held by the Plan;
- (c) the value of the Plan Assets;
- (d) fees, costs and charges paid from the Plan Assets;
- (e) all CES Grants, Canada Learning Bonds and other Government Funded Benefits paid into and out of the Plan, as well as the portion of Educational Assistance Payments paid to or on behalf of the Beneficiary that is attributable to CES Grants, Canada Learning Bonds and other Government Funded Benefits paid into the Plan;
- (f) all transfers received into and/or paid out of the Plan;
- (g) all investment income, gains and losses, earned or incurred by the Plan and all Accumulated Income Payments made to each Subscriber;
- (h) all the amounts paid to or on behalf of the Beneficiary as an Educational Assistance Payment, and the date of payment;
- (i) all amounts paid to, or in trust in favour of designated educational institutions referred to in paragraph 118.6(1)(a)(i) of the Tax Act, or any other amounts paid to each Subscriber or at the Subscriber's direction pursuant to paragraphs 9(a)(ii) and (v), the date of payment and the recipient; and
- (j) any other information the Promoter or the Trustee may decide or may be required to keep by the Applicable Legislation and the agreements between the Promoter and the Trustee, respectively, and the Minister or ESDC, from time to time.

The Promoter will issue to each Subscriber a transaction statement indicating any transaction made during the previous month and, at least annually, will provide a statement of the Accounts which shall provide the information set out above as at the date of the statement. This and any other information related to the Plan will be provided to, and be open to inspection or audits by, the Minister of National Revenue, the Minister, and ESDC, from time to time, as required by the Applicable Legislation and the agreements between the Promoter or the Trustee, respectively, and the Minister or ESDC, from time to time.

#### **14. Appointment of Trustee**

The Promoter shall ensure that a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act, is appointed as Trustee of the Plan pursuant to Applicable Legislation to act as trustee of the Plan Assets and irrevocably hold the Plan Assets for the purposes set forth in subsection 2(b). The Promoter shall be ultimately responsible for the Plan and the payment of the Educational Assistance Payments.

#### **15. Delegation**

The Trustee shall irrevocably hold the Plan Assets and the ultimate responsibility for the Plan Assets shall rest with the Trustee. Without in any way detracting from the ultimate responsibility of the Trustee for the Plan Assets, the Trustee may, and each Subscriber expressly authorizes the Trustee to, delegate to the Promoter, its successors and assigns as the sole agent of the Trustee certain powers, authorities and duties in respect of the Plan Assets as the Promoter and the Trustee may determine from time to time. To the extent that the Trustee has delegated the performance of all or a portion of the activities of the trust regarding the Plan Assets to the Promoter, such delegation shall be deemed to be in the best interests of the trust, the

Subscriber(s) and the Beneficiary. The Trustee shall notify the Minister or ESDC of the appointment of an agent in accordance with the terms of the agreement between the Trustee and the Minister or ESDC, as applicable. The Promoter may, and each Subscriber expressly authorizes the Promoter to, delegate certain Promoter responsibilities to an agent of the Promoter or third party.

#### **16. Replacement of Trustee**

The Trustee may resign at any time as trustee upon ninety (90) days' prior written notice to the Promoter, or such other period of notice as the Promoter may accept or the Applicable Legislation may dictate. The Promoter may request the resignation of the Trustee by providing sixty (60) days' prior written notice to the Trustee, or such other period of notice as the Trustee may accept, or the Applicable Legislation may dictate. Upon issuing or receiving notice of removal or resignation of the Trustee, respectively, the Promoter shall within the notice period referred to herein appoint by instrument in writing a successor trustee (the "Successor Trustee") that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act. In the event that the Promoter fails to appoint a Successor Trustee within the applicable notice period, the Trustee may appoint a Successor Trustee that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee, pursuant to paragraph 146.1(2)(a) of the Tax Act. The party appointing the Successor Trustee undertakes to require the Successor Trustee to enter into an agreement with the Minister or ESDC, as applicable, upon its appointment as Successor Trustee, or within a reasonable time thereafter. The Trustee will notify the Canada

Revenue Agency and the Minister or ESDC prior to its resignation or removal and prior to the appointment of a Successor Trustee in accordance with the terms of the agreement between the Trustee and the Minister or ESDC, as applicable. The Promoter will notify

the Minister or ESDC prior to effecting the Trustee's removal hereunder in accordance with the terms of the agreement between the Promoter and the Minister or ESDC, as applicable. Effective upon the resignation or removal of the Trustee in accordance with the foregoing terms, and subject to the Trustee's receipt of all fees and expenses then owing to the Trustee and the Trustee's receipt of such acknowledgments, assurances and receipts as may be reasonable for the Trustee to request with respect to the transfer of the Plan Assets to the Successor Trustee, the Trustee shall execute and deliver to the Successor Trustee all conveyances, transfers and further assurances as may be reasonable to give effect to the appointment of the Successor Trustee, and the Successor Trustee will thereupon agree to be bound by the terms hereof (in which case all references herein to "the Trustee" will include the Successor Trustee).

However, the Trustee will not transfer any Government Funded Benefits in the Plan to the Successor Trustee until such time as the Successor Trustee has entered into an agreement with the Minister or ESDC, as applicable, and the Trustee has been reimbursed for any costs arising from the retention by the Trustee of the Government Funded Benefits in the Plan. Notice of the replacement of the Trustee hereunder will be given by the Promoter to each Subscriber. In the event that a trust governed by the Plan is terminated and a new trust is established, the Plan Assets shall be used for one or more of the purposes set out in subsection 2(b). Notwithstanding any other provision of this Agreement, any trust company resulting from the merger, amalgamation or continuation of the Trustee or succeeding to substantially all of the trusteeship business of the Trustee (whether by sale of such business or otherwise) shall thereupon automatically become the Successor Trustee hereunder without further act or formality.

#### **17. Fees and Expenses**

- (a) The Trustee and the Promoter shall be entitled to reasonable fees and other charges in such amounts as may be fixed by the Trustee and/or Promoter, as applicable, from time to time, provided that the Promoter shall give at least 60 days' prior notice to each Subscriber of a change in the amount of such fees and charges. In addition, the Promoter shall be entitled to earn normal brokerage commissions on investment and reinvestment transactions processed by the Promoter.
- (b) In addition to the foregoing, the Promoter and the Trustee shall also be entitled to reasonable fees for any exceptional services which either is required to perform hereunder, commensurate with the time and responsibility involved.
- (c) In addition to the foregoing, if the Plan has a cash deficit at any time, the Promoter will be entitled to charge interest on the cash deficit until it is eliminated. Such interest charges will be calculated and payable monthly, based on an annual interest rate (divided by 365, or 366 in a leap year) and the average daily cash deficit during the calculation period. Any unpaid interest will be included in the calculation of the average daily cash deficit. The rate of interest payable on the cash deficit will be determined by the Promoter from time to time in its sole discretion. The rate of interest and method of calculation is available from the Promoter upon request and such rate shall be shown on the statements sent to the Subscriber(s).
- (d) All fees of the Promoter and the Trustee shall be either charged to the Accounts or if a Subscriber has so instructed the Promoter in writing, billed to the Subscriber directly. All out-of-pocket expenses reasonably incurred by the Promoter and the Trustee in the administration of the Plan and the Plan Assets (such as certificate fees, postage, delivery charges, faxes, etc.) and other disbursements and expenses (including all taxes and Government Funded Benefit refunds) shall be charged to the Accounts.
- (e) Fees related to the Plan (such as investment counsel fees charged by the Trustee directly to a Subscriber) are not deductible to the Subscriber. Fees related to the Plan Assets such as broker commissions and mutual fund service charges are considered expenses of the Plan, and as such reduce the Plan Assets available under the Plan for Refund of Contributions, Educational Assistance Payments, Accumulated Income Payments and payments to, or to a trust in favour of, a designated educational institution in Canada referred to in paragraph 118.6(1)(a)(i) of the Tax Act.
- (f) Notwithstanding anything contained herein, the Promoter, upon receiving the agreement of the Trustee, is empowered to realize or cause to be realized from time to time, sufficient investments to permit it to pay any amounts which a Subscriber or the Plan is required to pay (including pursuant to the Plan or court order), or which is levied or assessed pursuant to the Applicable Legislation, or for payment of the fees and administration expenses of the Promoter and the Trustee. Any such sale shall be made at such price or prices as the Promoter may, in its sole discretion, determine and the Promoter shall not be responsible for any loss occasioned thereby.

#### **18. Liability of the Promoter and the Trustee**

Unless caused by or resulting from the dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard on the part of the Promoter or the Trustee, the Promoter and the Trustee, and their respective employees, officers and directors shall have no liability hereunder in respect of:

- (i) any taxes, interest or penalties which may be imposed under the Applicable Legislation in respect of the Plan (whether by way of assessment, reassessment or otherwise) or for any other charge levied or imposed by any governmental authority upon or in respect of the Plan, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes and penalties imposed on the Trustee and Promoter arising from its personal liability, including without limitation, arising from its administrative error, under Applicable Tax Legislation;
- (ii) the receipt and time of receipt of any Government Funded Benefits;
- (iii) any refunds of Government Funded Benefits that may be required by the Applicable Legislation;
- (iv) any costs which the Promoter or the Trustee incur in the performance of their duties hereunder or under the Applicable Legislation; or

- (v) any loss or damages or tax liability suffered or incurred by the Plan, by a Subscriber or by the Beneficiary under the Plan as a result of a breach of the agreement between the Promoter or the Trustee, respectively, and the Minister or ESDC, as applicable, or the Applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions. In this regard, the Promoter and the Trustee may reimburse themselves for, or may pay, any such Government Funded Benefit refunds, taxes, or costs out of the capital or the income, or partly out of the capital and partly out of the income, of the Plan as the Promoter or the Trustee in their absolute discretion deem expedient. The Subscriber(s) will at all times indemnify the Promoter and the Trustee and save them harmless in respect of any Government Funded Benefit refunds, taxes, interest or penalties which may be imposed in respect of the Plan or costs incurred by the Promoter or the Trustee in respect of the Plan or any losses incurred by the Plan (other than losses for which the Promoter or the Trustee are liable in accordance herewith) as a result of a breach of the agreement between the Promoter or the Trustee, respectively, and Minister or ESDC, as applicable, or the Applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions.

Except as otherwise provided in the Tax Act, the Trustee and Promoter are not responsible for determining whether any investment made on your instructions is or remains a "prohibited investment" for your Plan, as that term is defined in the Tax Act. The Trustee or Promoter shall not be liable for any income tax, charge or tax that the Subscriber may be required to pay on a non-qualified investment or payments from the Plan or for any loss or shortfalls resulting from the investment or reinvestment of the assets of the Plan, the sale or other disposition of assets held in the Plan. Neither the Trustee nor the Promoter, our officers, employees and agents will be liable for and are indemnified by you and the Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of the Plan; the dealing with the assets of the Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of the Plan in accordance with this Contract, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.

If the Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of the Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of the Plan to avoid or minimize the imposition of tax, interest or penalties on you or the Plan. The Trustee will not be liable for any tax, interest or penalty imposed on you or the Plan or for any loss resulting from the disposition or failure to dispose of any investment held by the Plan.

Each Subscriber acknowledges and agrees that all investments of the Plan Assets are held at the risk of the Subscriber(s), and that the Promoter and the Trustee shall not be responsible for any damages, loss or decrease in the value thereof. The Promoter may rely upon any statement or writing received from a Subscriber believed by the Promoter to be genuine and shall be under no duty to make any investigation or enquiry with respect thereto. The foregoing indemnification of the Promoter and the Trustee and the limitations of liability of the Promoter and the Trustee shall survive the termination of the Plan.

#### **19. Amendment of the Plan**

Upon at least sixty (60) days written notice to each Subscriber, with the written consent of the Trustee and in accordance with Applicable Legislation, the Promoter may from time to time amend the Plan with the concurrence of relevant taxation and other regulatory authorities having jurisdiction over the Plan, provided that such amendment does not have the effect of disqualifying the Plan for acceptance as a registered education savings plan within the meaning of the Applicable Legislation or disqualifying the Beneficiary as recipient of Government Funded Benefits according to the Applicable Legislation. However, if the Plan must be amended to ensure the Plan continues to comply with the Applicable Legislation as amended from time to time, the Promoter is not required to give the Subscriber(s) prior notice of such amendments to the Plan and such amendments will be effective immediately after they have been made.

#### **20. Assignment by the Promoter**

The Promoter may assign its rights and obligations hereunder to any other entity resident in Canada to carry out the duties and obligations of the Promoter under the Plan provided that the assignee agrees to enter and enters into an agreement with the Minister or ESDC, as applicable (in which case all references herein to "the Promoter" will include the assignee), and, prior to effecting the assignment, the Promoter notifies the Minister or ESDC in accordance with the terms of the agreement between the Promoter and the Minister or ESDC, as applicable, and the Promoter advises the Canada Revenue Agency of the assignment of the Promoter's rights and obligations to another entity, and further provided that an assignment of this Contract may not be made without prior written consent of the Trustee, which consent may not be unreasonably withheld. Notice of this assignment will be given by the Promoter to each Subscriber. However, the Promoter shall remain ultimately responsible for the administration of the Plan and paying, or causing to be paid, the Education Assistance Payments. The Promoter shall continue to perform such administrative services in respect of the Plan as are required hereunder and as it determines necessary from time to time.

#### **21. Successors**

Subject to any provision herein to the contrary, the Plan shall endure to the benefit of and be binding upon the parties here to and their respective heirs, successors, administrators, and personal representatives. For greater certainty and subject to the provisions of the Applicable Legislation, the entity resulting from an amalgamation, merger or reorganization of the Promoter shall become the Promoter hereunder. Notwithstanding the aforementioned, prior to the effective date of any amalgamation, merger or reorganization, as the case may be, the Promoter shall notify the Canada Revenue Agency and make any amendments to the Plan that may be required by the Canada Revenue Agency as a result of the amalgamation, merger or reorganization of the Promoter.

## 22. Notices

Any notice, statement or receipt given by the Promoter or the Trustee to a Subscriber or the Beneficiary shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Subscriber or the Beneficiary at the address shown on the Application or to such other address as the Subscriber or the Beneficiary may designate in writing to the Promoter from time to time, for such purpose, and shall be deemed to have been received at the time of personal delivery to the Subscriber or Beneficiary, as the case may be, or three (3) business days after mailing. Any notice given by a Subscriber to the Promoter, or the Trustee shall be considered sufficient if delivered personally or mailed postage prepaid to the Promoter, or the Trustee, respectively, at its office in Vancouver or Vancouver respectively, and shall be deemed to have been received by the Promoter or Trustee, respectively, when actually received by it. In addition to other notices required hereunder, the Promoter shall notify each Subscriber forthwith upon receipt by the Promoter of any assignment or notice of involuntary assignment, seizure, garnishment or any process of law or execution or notice in respect of any of the Plan Assets.

## 23. Termination Date

The Subscriber(s) shall designate in the Application the termination date of the Plan (the "**Termination Date**"), which shall not be later than the last day of the thirty-fifth (35th) year (fortieth (40th) year in the case of a Specified Plan) following the year in which the Plan is entered into. The Plan may be terminated at such earlier date as agreed upon in writing by the Subscriber(s) and the Promoter and, shall terminate on an earlier date as prescribed by the Applicable Legislation from time to time. The Promoter shall provide each Subscriber with notice of the Termination Date not less than three (3) months prior to the Termination Date, except when the Termination Date of the Plan has been changed by the Subscriber(s) to a date that is less than six (6) months from the time the designation notice is received by the Promoter. At the Termination Date, subject to Applicable Legislation and the terms of any direction from the Subscriber (jointly, in the case of two Subscribers) given to the Promoter prior to the Termination Date pursuant to section 10 hereof, the Promoter shall pay to, or to a trust in favour of, the educational institution designated by the Subscriber(s) an amount equal to the Plan Assets less any Contributions remaining in the Plan, less any unpaid taxes, penalties or other charges imposed under the Applicable Legislation, less any Government Funded Benefits and less any unpaid fees, charges and/or expenses of the Trustee or Promoter hereunder (the "**Designated Educational Institution Payment Amount**"). The Promoter shall liquidate any Contributions remaining in the Plan and place the proceeds on deposit with the Trustee in the name of the Subscriber (or, where the Plan has two Subscribers, in the name of both Subscribers jointly) and the Trustee shall allow interest on such amount on such terms and conditions as it may reasonably determine from time to time, until it receives such direction. The Trustee shall be entitled to collect fees for the administration of the deposit account directly from the account. If no educational institution was designated by the Subscriber(s), the Trustee, in its sole discretion, shall designate the educational institution and the Promoter shall pay the Designated Educational Institution Payment Amount to, or to a trust in favour of, such designated educational institution as referred to in paragraph 118.6(1)(a)(i) of the Tax Act.

## 24. Designation of Educational Institution

You may designate an educational institution as the institution entitled to receive payments from the Plan. You may make, change or revoke the designation by providing notice to the Promoter.

## 25. Responsibilities of Subscriber(s)

The Subscriber(s) is/are responsible for:

- (a) selecting investments for the Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing another party to do these things on your behalf;
- (b) ensuring that Contributions to the Plan do not exceed the maximum Contribution limits permitted by the Tax Act;
- (c) the truth and accuracy of the information provided by you or to the Promoter or the Trustee and for notifying the Promoter and the Trustee of any change in the information provided;
- (d) providing the information and documentation required to apply for and administer the Grants;
- (e) ensuring that the investments held in the Plan are at all times qualified investments for the Plan under the Tax Act and immediately notifying the Promoter and the Trustee if an investment held in the Plan is or becomes a non-qualified investment for the Plan under the Tax Act; and
- (f) paying any tax on excess Contributions to the Plan and requesting a refund of any excess Contributions.

The Subscriber(s) acknowledge and accept responsibility for these matters and undertake to act in the best interest of the Plan. You confirm that we are not responsible for any loss in the value of the Plan. You acknowledge that any person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) your advisor is not the agent of the Promoter or the Trustee or the agent of any of their affiliates.

## 26. Promoter's Responsibilities

The Promoter will:

- (a) apply to register the Plan as a registered education savings plan under the Tax Act;
- (b) receive Contributions to the Plan;

- (c) apply for Grants as agent of the Trustee on behalf of the Plan at any time the Beneficiary is eligible for the Grant and the Promoter is eligible to apply for the Grant, after the Promoter receives:
  - i. your instructions to apply for the Grant;
  - ii. satisfactory evidence that the Beneficiary is eligible for the Grant; and
  - iii. any information or document that the Promoter or a government authority may require in connection with the Grant application. A payment will be made from the Plan as a Grant repayment in circumstances required by the CES Act or other Applicable Legislation.

The Plan will comply with all relevant conditions and limitations imposed on it by the CES Act or other Applicable Legislation in connection with the Grants;

- (d) invest and reinvest the assets of the Plan according to your instructions;
- (e) provide you with the statements of the account;
- (f) provide you and any Beneficiary with information or notice as required by the CES Act or other Applicable Legislation;
- (g) receive from you any change in a Beneficiary, a designated educational institution or any other matter which requires notification by you to the Promoter or the Trustee according to the provisions of this Contract;
- (h) make payments from the Plan pursuant to the provisions of this Contract;
- (i) to the extent required, deal with the appropriate taxation authorities in connection with the Plan or any amendment of the provisions of this Contract;
- (j) ensure compliance with all relevant provisions of the CES Act and other Applicable Legislation relating to Grants; and
- (k) perform such other duties as the Promoter and the Trustee from time to time considers appropriate.

The Promoter is ultimately responsible for the administration of the Plan. Pursuant to this Contract, as between the Promoter and you, you acknowledge that the foregoing does not detract from your duties and responsibilities under the Plan. This means, for example, that neither the Promoter nor the Trustee is authorized to select investments for the Plan and neither will assess the merits of any investment selected by you. Neither the Promoter nor the Trustee is responsible for providing any investment, tax or other advice to you; nor are either responsible for any advice that you obtain from any source. Notwithstanding any other provision of this Contract, neither the Promoter nor the Trustee will be liable for any loss or penalty suffered as a result of any act done by them in reliance of your authority, the authority of your agent or legal representatives. Neither the Promoter nor the Trustee are under any obligation to verify that any person is properly authorized to act as your agent or legal representative or is otherwise authorized to act on your behalf.

#### **27. Assignment by Subscriber**

If you are a Public Primary Caregiver, you may assign your interest in this Contract to an individual or another Public Primary Caregiver who has agreed in writing to acquire your interest. If you are an individual, you may assign your interest in this Contract to your spouse, common law partner, former spouse or former common law partner (as recognized by the Tax Act) following a relationship breakdown to effect a division of property pursuant to marital property legislation. An assignment will not be effective until an executed copy of the assignment has been delivered to the Trustee. The assignor will have no rights or entitlements as subscriber under the Plan after the effective date of the assignment.

#### **28. Advantage Extended**

No advantage that is conditional in any way on the existence of the Plan may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Tax Act.

#### **29. Truth of Information and Undertaking**

You warrant that all information on the Application or subsequently provided by you or other person to the Promoter or to the Trustee (whether it relates to you, a Beneficiary, a Beneficiary's parents or guardians, or another) is true and accurate and undertake to provide proof thereof if requested. You acknowledge that the Promoter and Trustee are relying on the truth and accuracy of the information provided by you or other person. You undertake to provide all information and documentation relating to you, the Beneficiary and the Beneficiary's parents or guardians as may reasonably be requested by the Promoter or Trustee in connection with the administration of the Plan and the application for grants on behalf of the Plan. You undertake to notify the Promoter and Trustee of any change in the information provided by you or other person.

#### **30. Agreement to be Bound/Priority**

The Subscriber has signed the Application and Contract for the Plan agreeing to be bound by the terms thereof. The Subscriber agrees to be bound by the terms of any addendums to the Plan (the "Addendum"). If there is a conflict between the provisions of this Contract and those of any Addendum, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Tax Act is not contravened. If there is a conflict between any Addendum and this Contract and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Tax Act is not contravened. The Tax Act shall prevail, in the case of conflict with any of the foregoing.

### **31. Borrowing**

The Plan may not borrow money, unless: (a) the money is borrowed for a term of 90 days or less; (b) the money is not borrowed as part of a series of loans or other transactions and repayments; (c) no assets of the Plan are used as security for the borrowed money; and (d) the Promoter consents to the borrowing.

### **32. Accumulated Income Payments to the Beneficiary's RDSP**

The Subscriber and the holder of an RDSP for the Beneficiary may jointly elect in prescribed form to have an Accumulated Income Payment under the registered education savings plan be made to the Beneficiary's RDSP, but only if, at the time the election is made:

- (a) the Beneficiary has a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution;
- (b) the payment is made after the 9th year that follows the year in which the Plan was entered into and each current or former Beneficiary under the Plan;
  - i. has attained 21 years of age before the payment is made; and
  - ii. is not, when the payment is made, eligible to receive an Educational Assistance Payment; or
- (c) the payment is made in the year of the Plan Termination Date.

### **33. Valuation**

The Promoter will determine the value of the Plan Assets from time to time in accordance with applicable industry practices and such valuation shall be conclusive for all purposes hereof.

### **34. Promoter and Trustee Agreements**

The Promoter and the Trustee may, and each Subscriber expressly authorizes the Promoter and the Trustee, respectively, to enter into, amend, extend and terminate an agreement between the Promoter and the Trustee, respectively, and the Minister and ESDC, as applicable, in order to provide each Subscriber with access to the Government Funded Benefits pursuant to the Applicable Legislation.

### **35. Information Slips**

The Promoter will provide each Subscriber, the Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Legislation to enable such persons to complete their respective income tax returns. The Promoter will also file with the Minister of National Revenue any returns required by the Applicable Legislation such as an information return regarding the investments of the Plan.

### **36. Proof of Information**

Each Subscriber certifies that the information provided to the Promoter in respect of the Plan is correct and undertakes to provide the Promoter with further proof of any information relating to the Plan as may be required.

### **37. Governing Law**

The Plan shall be governed, construed, and administered in accordance with the laws of the Province of British Columbia and of the federal laws of Canada applicable therein. If a conflict arises between the provisions of the laws of British Columbia and those of the Tax Act, the provisions of the Tax Act shall govern.

### **38. Access to File (for use in Québec only)**

The Subscriber(s) understands that the information contained in the Application shall be maintained in a file at the Promoter's place of business. The object of this file is to enable the Trustee, the Promoter and their respective agents or representatives to access the Application, answer any questions a Subscriber or the Beneficiary may have regarding the Application and the file in general, manage the account and follow any instructions received by a Subscriber on an ongoing basis. Subject to the Applicable Legislation, the personal information contained in this file may be used by the Trustee or the Promoter to make any decision relevant to the object of the file and only the Trustee's or Promoter's employees, agents, representatives and any other persons required for the execution of the Trustee's or Promoter's duties and obligations or any other persons expressly authorized in writing by the Subscriber(s) may have access to the file.

Furthermore, each Subscriber understands that his/her file will be kept at the Promoter's place of business and that the Subscriber(s) and the Beneficiary are entitled to consult their file at the same address and, when applicable, to have it corrected. The Subscriber or Beneficiary must, in order to exercise these rights, send a written notice to the Trustee at: Canadian Western Trust Company 300-750 Cambie Street, Vancouver, BC, V6B 0A2.