



## INVESTING WITH AGF

Use this application to open a Tax-free savings account (TFSA)

## 1. When You Sign This Application

### You confirm that:

- **Any pre-notification requirements as specified by the sections 16(a) and 17(a) and (b) of the Canadian Payments Association Rule H1 with regards to pre- authorized debits be waived.**
- You have received a copy of the current AGF offering documents (Fund Facts/simplified prospectus) and financial statements, the declaration of trust for Your TFSA and any related documents.
- You have read and agree to the terms and conditions in these documents, and understand that all transactions in Your account are carried out according to the terms set out in the relevant offering documents.
- All information You have provided for this application is true and correct.
- You consent to Your personal information being collected, held, used and disclosed by AGF for the purposes explained in "Use of Your Personal Data" and AGF's Privacy Policy, available on AGF.com.
- If You have provided personal information about another individual (such as Your spouse or beneficiary), You confirm that You first obtained appropriate consent from that individual.

### You understand that:

- We can reject Your application within two business days of receiving it, and will return Your money to You if we do.
- Your TFSA is subject to the terms and conditions set out in the application form and the declaration of trust to the TFSA provided to You, as amended from time to time, and You agree to be bound by these terms and conditions.
- You are responsible for determining how much You are allowed to contribute to Your TFSA and the suitability of its investments. You may be liable for certain tax consequences arising in connection with over contribution, non-resident contribution and prohibited or non-qualified investments.
- You have certain recourse rights if any pre-authorized debit (PAD) does not comply with this agreement. For example, You have the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD agreement. To obtain more information on Your recourse rights, You may contact Your financial institution or visit [www.payments.ca](http://www.payments.ca).
- If a PAD is for Your own personal investment, Your debit will be considered a Personal PAD by Canadian Payments Association definition. If this investment is for business purposes, it will be considered a Business PAD.
- We may terminate this agreement at any time by providing You at least 3 business days' notice. You may obtain a cancellation form, or further information on Your right to cancel a PAD agreement, from us or by visiting [www.payments.ca](http://www.payments.ca).

### You authorize:

- The Sponsor to take deductions from Your pay and/or make contributions on Your behalf to Your TFSA, and assist in administering the qualifying arrangement as agent for You, if You're opening a group plan.
- The Trustee to file an election to the Minister of National Revenue to register Your qualifying arrangement as a tax-free savings account under the Income Tax Act (Canada) and applicable provincial income tax laws according to the Declaration of Trust.

### Residents of Quebec / Résidents du Québec:

- You confirm that You have been provided a copy of the application and Declaration of Trust in French and have expressly requested all documents and communications relating to the Plan to be in English.
- Vous confirmez avoir reçu une copie de la demande ainsi la déclaration de fiducie en français et avoir expressément demandé que toute documents et communication se rapportant à ce régime soit rédigée en anglais.

## 2. eDelivery Terms & Conditions

### By providing Your email address, You agree to:

- Receive Documents electronically through the online investor portal, My Account, on AGF.com ("My Account").
- This consent will apply to the account You are opening with this application as well as any account You currently have with AGF and any account You may have in the future.
- You understand that the Documents will be delivered via My Account, and that You will be notified by email when the Documents are ready for viewing on My Account.
- Any Document that is delivered to You through My Account is deemed to be delivered to You at the time that the Document is posted on My Account and not at the time that You actually review the Document.
- You are responsible for the following:
  - Providing a valid email address;
  - Having internet access, an appropriate version of Adobe Acrobat Reader (as Documents are available electronically in PDF format only) and an internet browser in order to retrieve the documents;
  - Registering for My Account in order to access and retrieve the Documents when they are available. You can register for My Account by accessing [createmyaccount.agf.com](http://createmyaccount.agf.com) or by contacting AGF at **1 (800) 268-8583**; and
  - Retrieving, viewing, saving and monitoring the availability of the consented Document(s) when they become available.
- Each Document will be available to You electronically on My Account for the following time periods, which commence on the date of the Document:
  - 40 months for account statements and tax slips/receipts;
  - 6 months for trade confirmations; and
  - 12 months for regulatory notices and Other Notices.
- Documents will be available to You on My Account, as long as the delivery preference on the account is electronic and Your account remains active.
- You understand that You will no longer receive paper copies of the Documents in the mail. At any time, however, You may withdraw Your consent to electronic delivery of any or all of the Documents, or request that a paper copy of any or all of the Documents be sent by regular mail at no cost to You, by contacting AGF.
- AGF reserves the right to provide You Documents by paper delivery if we are unable to provide electronic delivery or if we otherwise consider it appropriate. Any paper delivery will be provided to You at the most current mailing address that we have on file for Your accounts.
- You agree to ensure that the email address You provide to AGF is correct and current, and agree to notify AGF immediately if Your email address changes.
- You understand that email communication is not secure or reliable and that You may not receive the email notification in a timely manner or at all.

## 3. Use of Your Personal Data

Personal Data refers to all the information contained in this application as well as any other data we collect about You which can be used to identify You either directly or indirectly in conjunction with other information.

The information You provide us directly, or indirectly through Your financial advisor, Your financial institution and the information we obtain over the course of Your relationship with us, will be used to serve You as our client. More detailed and current information about our Personal Data protection and Privacy practices is available to You at AGF.com.

We use the information we collect about You to: determine Your eligibility for our products and services; maintain Your account on an ongoing basis; prepare and issue all contractual and regulatory reporting and filings; comply with all applicable legal, regulatory and tax obligations; and for legitimate business interests associated with the ongoing servicing of Your account. In providing You services, we will collect, record, store, adapt, transfer and otherwise process Personal Data. We also share the information within the AGF Group of Companies and with any service providers we have engaged to perform any of the required functions, as well as with third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers and agents for the purposes of meeting our obligations and servicing Your account. Parties we may share the information with may not be located in Canada, where AGF offices are located. When sharing the information with our service providers, we ensure written contracts set out obligations to protect the data and to meet regulatory obligations around data protection and privacy, including ensuring the information is not further shared or distributed to other jurisdictions without prior consent and without appropriate security protections.

## 4. Account Type

Non-residents of Canada may not be eligible to open an account. You should notify us if you are no longer a resident of Canada.

### AGF Tax-Free Savings Account (TFSA)

- Individual  
 Group TFSA

### For Group Accounts

\_\_\_\_\_  
Name of Employer or Association

\_\_\_\_\_  
Group Plan ID

### For changes to an existing AGF Account

\_\_\_\_\_  
AGF Account Number

The group account is reserved for contributions made by:  Employer  Employee  Both

## 5. Account Holder Information

- Mr  Mrs  Miss  Ms  Dr

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Country

( )  
Telephone

( )  
Business Telephone

/ /  
Date of Birth (YYYY/MM/DD)

\_\_\_\_\_  
SIN

Email Address - By providing Your email address, which is optional, You are agreeing to receive documents, such as trade confirmations, account statements, tax slips/receipts, regulatory notices and other similar documents (the "Documents"), electronically. See Section 2 for additional eDelivery Terms & Conditions.

### Dealer Information

\_\_\_\_\_  
Dealer Name

\_\_\_\_\_  
Dealer Code

\_\_\_\_\_  
Dealer Account Number

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Representative Code

( )  
Telephone

## 6. Successor Holder or Beneficiary Designation

Choosing a successor holder or beneficiary is optional and in Quebec You can only make this designation in Your will.

You can choose a successor holder and/or a beneficiary. If You designate both a successor holder and a beneficiary, the successor holder designation takes precedence. If You don't designate either, the value of Your TFSA will go to Your estate.

This designation will revoke any previous designations made for this account, subject to the laws that apply. You can change Your designation at any time. If You get married or separated, Your successor holder or beneficiary may not change automatically. It is Your responsibility to make sure Your beneficiary is legally valid and up to date. If the allocation is not provided, we will divide the proceeds of Your plan equally among any surviving beneficiaries listed below.

### Successor Holder.

Must be Your spouse or common-law partner. He or she will become the holder of Your TFSA and will acquire all of the holder's rights as the holder of the arrangement, and the unconditional right to revoke any beneficiary designation made.

\_\_\_\_\_  
Last Name (Spouse/Common-Law Partner)

\_\_\_\_\_  
SIN

\_\_\_\_\_  
First Name

/ /  
Date of Birth (YYYY/MM/DD)

### Beneficiary(ies).

We will pay the value of your TFSA in a lump sum.

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Relation to you

\_\_\_\_\_  
Allocation (must total 100%)

Check here if you have attached a separate sheet with additional information



## 7. Initial Investment Instructions

Investment from the following source:

- Cheque attached  
  Wire order  
  Transfer from another Institution  
  Group Plan contribution  
  EFT from bank account attached  
  EFT from bank account on file (see section 8)

AGF Fund Code	AGF Fund Name	Initial Investment	<input type="checkbox"/> \$	<input type="checkbox"/> %	Front-end Sales Charge (%)	Wire Order Number
<b>Total Investment Amount</b>		<b>\$</b>				

Investment from the existing AGF account and fund(s) noted in the table below to the fund(s) in this account noted in the far right column of the table below

Existing AGF Account Number	AGF Fund Code	AGF Fund Name	<input type="checkbox"/> \$	<input type="checkbox"/> %	Switch Fee (%)	Transfer to AGF Fund Code	AGF Fund Name

Note: If the Fund Code does not match the Fund Name, the Fund Code will be considered correct and processed accordingly. US\$ investments are not available in registered plans.

## 8. Pre-Authorized Chequing Plan (PAC) Instructions

We must receive this application five business days before making the first PAC.

The PAC amount is \$ \_\_\_\_\_

Protect my PAC Deposits against inflation with an annual increase of (\$ or %): \_\_\_\_\_

Money will be transferred from the bank account provided with this application in the amount noted above, starting on (YYYY/MM/DD) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and continuing with the following frequency:

- Weekly  
  Every two weeks (26 times a year)  
  Twice a month\* (24 times a year)  
  Monthly  
  Every two months  
  Quarterly  
  Semi-annually  
  Annually

\*Note: The frequency of twice a month will run on the 1<sup>st</sup> and 15<sup>th</sup> day monthly regardless of the start date entered above. If set up to run on a non-business day, the PAC will run on the next business day.

The PAC amount is to be invested in the fund(s) noted in the table below:

AGF Fund Code	AGF Fund Name	PAC Amount	Front-end Sales Charge

Note: If the Fund Code does not match the Fund Name, the Fund Code will be considered correct and processed accordingly. US\$ investments are not available in registered plans.

## 9. Systematic Withdrawal Plan (SWP) Instructions

We must receive this application five business days before making the first SWP or payment.

The SWP amount is \$ \_\_\_\_\_

The SWP in the amount noted above is to start on (YYYY/MM/DD) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and continue with the following frequency:

- Weekly  
  Every two weeks (26 times a year)  
  Twice a month\* (24 times a year)  
  Monthly  
  Every two months  
  Quarterly  
  Semi-annually  
  Annually

\*Note: The frequency of twice a month will run on the 1<sup>st</sup> and 15<sup>th</sup> day monthly regardless of the start date entered above. If set up to run on a non-business day, the SWP will run on the previous business day.

Transfer funds directly to the bank account provided with this application   or    Send a cheque to the address provided in section 2 of this application.

The SWP amount is to be withdrawn from the fund(s) noted in the table below:

AGF Fund Code	AGF Fund Name	SWP Amount	%

Note: If the Fund Code does not match the Fund Name, the Fund Code will be considered correct and processed accordingly. US\$ investments are not available in registered plans.

## 10. Distribution Options

- Reinvest all   
  Pay all in cash   
  Reinvest except pay in cash for these fund codes: \_\_\_\_\_   
  Deposit directly to the bank account provided with this application   
  Mail a cheque to the address provided in section 2 of this application .

## 11. Banking Information

**You may revoke or cancel Your authorization at any time in writing or by phone provided we receive 3 business days' notice.**

If You provided PAC instructions or requested a SWP or cash distribution to be directly deposited, please provide bank account information in one of the following formats:

Embossed void cheque; Bank statement; Direct deposit/PAD form; On-line printout; Letter from the bank.

**Bank account information in any format must be authorized by the bank account holder.**

## 12. Systematic Switching Plan (SSP) Instructions

**We must receive this application five business days before making the first SSP.**

**Funds must be in the same series.**

Fund units will be switched from the first fund noted in the chart below to the second fund noted in the chart below, starting on (YYYY/MM/DD) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and continuing with the following frequency:

- Weekly   
  Twice a month\* (24 times a year)   
  Monthly   
  Every two months   
  Quarterly   
  Semi-annually   
  Annually

*\*Note: The frequency of twice a month will run on the 1st and 15th day monthly regardless of the start date entered above. If set up to run on a non-business day, the SSP will run on the next business day.*

From AGF Account	AGF Fund Code	Amount \$	Switch fee	To AGF Account	AGF Fund Code
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____

## 13. Account Holder Signature

By signing this application, You are (i) applying for an AGF Group of Funds Tax-Free Savings Account and requesting the Trustee to file an election with the Minister of National Revenue to register the qualifying arrangement as a tax-free savings account under section 146.2 of the Income Tax Act; and (ii) confirming Your agreement to all the terms and conditions outlined above including the TFSA Declaration of Trust, attached to this application. If You are a member of a Group Plan, You authorize the Sponsor to act as Your agent to make contributions to the Group Plan on Your behalf.

Please Sign Here

Holder Signature

Date (YYYY/MM/DD)

AGF Investments Inc.  
as Agent for  
Computershare Trust Company  
of Canada (the "Trustee")



Authorized signature of Acceptance

## AGF GROUP OF FUNDS TAX-FREE SAVINGS ACCOUNT DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for You, the holder named in the application to which this declaration is attached, for the AGF Group of Funds Tax Free Savings Account (the "Arrangement") upon the following terms:

**SOME DEFINITIONS:** In this declaration, in addition to terms defined elsewhere herein,

"Act" means the *Income Tax Act* (Canada);

"Agent" refers to the company named in paragraph 14;

"common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Arrangement;

"Group Plan" means a TFSA available to employees or members of the applicable organization, employer or association that sponsors the Group Plan;

"spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of Your province of residence, as recorded in Your application;

"TFSA", being a tax-free savings account, has the meaning set forth in the Act;

"We", "us" and "our" refer to Computershare Trust Company of Canada as issuer of the Arrangement;

"You" and "Your", and the "holder" unless the context requires otherwise, refer to the person who has signed the application and will be the owner of the Arrangement; (under the Act, You are known as the 'holder' of the Arrangement); and, after Your death, Your spouse or common-law partner if they become the successor holder of the Arrangement as described in paragraph 11 hereof.

1. **REGISTRATION:** We will file an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the Act. The Arrangement will be maintained for Your exclusive benefit.
2. **CONTRIBUTIONS:** We will only accept Contributions made by You, or on Your behalf if You participate in a Group TFSA or, upon Your death, pursuant to paragraph 11 herein, Your spouse or common-law partner if designated as successor holder of the Arrangement. We will also accept a transfer to Your Arrangement from any source permitted by Tax Laws from time to time. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws. We will hold the Contributions and any investments, income or gains therefrom (the "Arrangement Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws. Group Plans are only available to employees or members of the applicable organization, employer or association that sponsors the Group Plan (the "Sponsor"). If You are a member of a Group Plan, You agree that the Sponsor will act as Your agent under the TFSA and You authorize the Sponsor to act as Your agent and to make contributions to the Group Plan on Your behalf, including by payroll deduction or taxable benefit, if applicable. Only we have the authority to amend the Plan and the ultimate responsibility for administering each TFSA under the Plan lies with us.
3. **INVESTMENTS:** We will hold, invest and sell the Arrangement Assets according to Your instructions and in accordance with the Tax Laws. We may require any instructions to be in writing. The trust is prohibited from borrowing money or other property for the purposes of the Arrangement. If You do not tell us how to invest the Arrangement Assets, we will invest in units of AGF Canadian Money Market Fund until You tell us otherwise. Investments will not be limited to those authorized by law for trustees. The Arrangement will bear any taxes, penalties or related interest imposed under the Tax Laws, subject to paragraph 17. If the Arrangement Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Arrangement 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 undertaking certain transactions in the Arrangement. We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Arrangement Assets. No person other than You or we has rights under this Arrangement relating to the investing of Arrangement Assets or the amount and timing of distributions. Pursuant to the Act, we will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the Arrangement Assets include a non-qualified investment. You will be responsible for ensuring that all investments of the Qualifying Arrangement are "qualified investments" within the meaning of the Act. You will also be responsible for ensuring that none of the investments of the Qualifying Arrangement are "prohibited investments" within the meaning of the Act. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, You hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by You in writing.
4. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in Your name showing all Contributions made to the Arrangement, all investment transactions and all withdrawals from the Arrangement.
5. **MANAGEMENT AND OWNERSHIP:** While there is a holder of the Arrangement, no person other than us and You shall have any rights under the arrangement relating to the amount and timing of distributions from the Arrangement and to the investing of the Arrangement Assets. 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. Subject to paragraph 17, we may generally exercise the power of an owner with respect to the Arrangement Assets, including the right to vote or give proxies to vote in respect thereof, to sell assets to pay any assessments, taxes or charges in connection with the Arrangement, or to limit or restrict transactions or withdrawals as we, in our sole discretion, deem necessary. 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. **REFUND OF EXCESS OR NON-RESIDENT CONTRIBUTIONS:** We will, upon receiving a written request from You, refund an amount to You in order to reduce the amount of tax that would otherwise be payable under section 207.02 or 207.03 of the Act, or under any other Tax Laws. We will not be responsible for determining the amount of any such refund.
7. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, request that we pay You all or any part of the Arrangement 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 charges required at the time of withdrawal of funds and pay You the balance, after deducting any applicable fees and expenses. We will have no liability to You in respect of any sold Arrangement Assets or for any losses that may result from such sales.
8. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, You may direct us in writing to transfer Arrangement Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Tax Laws, to another TFSA under which:
  - (i) You are the holder; or
  - (ii) the holder is Your spouse, former spouse, common-law partner or former common-law partner, from whom You are living separate and apart, 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 Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Arrangement Assets is transferred under this paragraph, You may specify in writing which Arrangement Assets You wish us to transfer or sell; otherwise, we will transfer or sell the Arrangement Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.

9. **BORROWING BY THE TFSA OR USING TFSA INTEREST AS SECURITY FOR LOAN:** The trust may not borrow money or property for purposes of this arrangement. Nothing in paragraphs 1, 5 or 8 hereof apply to the extent they are inconsistent with Your ability to use Your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness if the conditions in subsection 146.2(4) of the Act are met.

10. **NO ADVANTAGES:** No advantage, as that term is defined in section 207.01(1) of the Act, that is conditional in any way on the existence of the Arrangement 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 Laws. Tax is payable in connection with a TFSA if an advantage in relation to the Arrangement is extended to a person who is, or who does not deal at arm's length with, the holder of the Arrangement.
11. **DESIGNATION OF SUCCESSOR HOLDER / BENEFICIARY:** Where effective under applicable provincial law, You may designate one or more beneficiaries of the Arrangement after Your death, in accordance with the following and paragraph 12:
- (i) *Successor Holder:* You may at any time designate an individual who is Your spouse or common-law partner to receive all of Your rights in the Arrangement after Your death, in which case, provided that such individual remains Your spouse or common-law partner at the time of Your death, he or she will become the holder of the Arrangement; or
  - (ii) *Beneficiary of Arrangement Assets:* You may designate one or more beneficiary(ies) to receive the Arrangement Assets, less any applicable taxes and any fees or expenses payable under this declaration.
- You may make, change or revoke a beneficiary designation 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 Arrangement under paragraph 12. If more than one form has been received by us, we will act on the one with the latest signature date. If You get married or separated, or Your Successor Holder dies, Your Successor Holder designation may not automatically change. You may need to complete a new designation for this purpose. It is Your sole responsibility to ensure that Your designation of Successor Holder is legally valid, up to date and changed when appropriate.
12. **DEATH:** In the event of Your death, if You had not designated that Your spouse or common-law partner become successor holder in accordance with subparagraph 11(i) above (or You had so designated but Your spouse or common-law partner predeceased You), we will, upon receipt of satisfactory evidence of Your death and all other documents we may, in our sole discretion, require and subject to paragraph 11 above, transfer the Arrangement Assets, or sell them and pay out the proceeds, to the designated beneficiary(ies) under the Arrangement in accordance with paragraph 11 above. If You had not designated a beneficiary or if such beneficiary(ies) die before You, we will make such transfer or payment to Your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. Once we make such transfers or payments, we will be fully discharged and will not be liable even though any beneficiary designation made by You may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
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 determining eligibility to enter into a TFSA. An Arrangement is not considered a qualifying arrangement (as defined in section 146.2(1) of the Act) unless the holder is at least 18 years of age when the arrangement is entered into.
14. **DELEGATION:** You authorize us to delegate to AGF Investments Inc. (the "Agent") the performance of certain of our duties, including the following:
- (i) filing an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the Act;
  - (ii) receiving Contributions from You;
  - (iii) investing the Arrangement Assets in accordance with this declaration;
  - (iv) holding the Arrangement Assets in safekeeping, in its name or in the name of its nominee or custodian;
  - (v) maintaining Your account and providing You with statements and notices;
  - (vi) receiving and implementing Your notices and instructions;
  - (vii) collecting fees and expenses from You or the Arrangement;
  - (viii) filing any elections permitted under the Tax Laws as directed by You or Your personal representatives;
  - (ix) preparing and filing tax returns or forms relating to the Arrangement;
  - (x) withdrawing or transferring Arrangement 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 Arrangement, the Tax Laws or other applicable legislation;
- and any other duties relating to the Arrangement as we may, in our sole discretion, determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Arrangement 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 may 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 paragraph 14 and 15 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 Arrangement reasonable fees and other charges that we establish from time to time in conjunction with the Agent. Subject to paragraph 17, 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 Arrangement. All amounts so payable will be charged against and deducted from the Arrangement Assets, unless You advise differently and make the required provisions. If the cash in the Arrangement is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Arrangement Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.
16. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on Your instructions is or remains a "prohibited investment" for Your Arrangement, as that term is defined under the Act. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Arrangement is terminated and all of the Arrangement Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Arrangement.
- Subject to the express provisions of the Act and to paragraph 17 hereof, we will not be liable to You or the Arrangement for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Arrangement, You or any other person in connection with the Arrangement, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Arrangement, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the Tax Laws or by any other government authority out of the Arrangement Assets. Without limiting the generality of the foregoing, You will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Arrangement or the Arrangement Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.
- You, Your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Arrangement. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Arrangement Assets. If the Arrangement Assets are insufficient to cover the claim, or if the claim is made after the Arrangement has ceased to exist, You agree to personally pay the amount of the claim.
- The provisions of this paragraph 16 shall survive the termination of the Arrangement.
17. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on You or the Arrangement, except for taxes, interest and penalties, if any, imposed on us by the Act that the Act states may not be reimbursed by the Arrangement. The provisions of this paragraph 17 shall survive the termination of the Arrangement.
18. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Arrangement 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 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 law (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 Arrangement and will be reimbursed from the Arrangement 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 Canada Revenue Agency registered plan trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Arrangement without further act or formality.

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 Arrangement as a TFSA under the Tax Laws. 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 Tax Laws, in which event, we will provide notice of such changes to the Plan by the later of: (a) 30 days following approval of the changes and (b) the date we mail or make available electronically our annual account statements to You.
20. **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 making it available to You electronically or 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 or making it available to You electronically.
21. **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.
22. **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 Arrangement or the Arrangement Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
23. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario 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.
24. **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 Arrangement, and manage Your Arrangement and Your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, 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.
25. **LANGUAGE (APPLICABLE IN QUEBEC ONLY):** You confirm that You have been provided a copy of the Application, and this Declaration of Trust in French and have expressly requested all ancillary documents and communications relating to the Plan be provided to You in English. [Vous confirmez avoir reçu une copie de la demande ainsi que la déclaration de fiducie en français et avoir expressément demandé que toute documents et communication se rapportant au régime soit rédigée en anglais].

COMPUTERSHARE TRUST COMPANY OF CANADA



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