



INVESTING WITH **AGF**

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



When You Sign This Application

You confirm that:

- Any pre-notification requirements as specified by the sections 15(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 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.
- If you are a Quebec resident, 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.
- Si vous êtes un résident du Québec, vous confirmez avoir reçu une copie de la demande ainsi que des modalités en français et que vous avez expressément demandé que tous les documents et toutes les communications se rattachant à ce régime soient rédigés en anglais.

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 us at 1-800-268-8583 or visit 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.

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 createmymyaccount.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.

If you're opening a group TFSA, you authorize your employer to:

- Take deductions from your pay and/or make contributions on your behalf to your plan, and assist in administering the TFSA as agent for you.

You also authorize the trustee to:

- File an election to the Minister of National Revenue to register your qualifying arrangement as a TFSA under the *Income Tax Act* (Canada) and applicable provincial income tax laws according to the Declaration of Trust

AGF Investments Inc.

Authorized signature of Acceptance

B2B Trustco

Authorized signature of Acceptance



AGF Investments Inc.

CIBC SQUARE, Tower One, 81 Bay Street, Suite 4000, Toronto, Ontario M5J 0G1
AGF.com Tel: 1-800-268-8583 Fax: 1-888-329-4243 (1-888-FAX-4-AGF)

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.

1. 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

2. 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 the inside cover for additional eDelivery Terms & Conditions.

Dealer Information

Dealer Name

Dealer Code

Dealer Account Number

Representative Name

Representative Code

()
Telephone

3. 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



4. 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
Total Investment Amount		\$				

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.

5. 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 1st and 15th 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.

6. 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 1st and 15th 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.

7. 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 .

8. Banking Information

You may revoke or cancel your authorization at any time in writing or by phone.

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 signed by the bank account holder.

9. 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
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____
_____	_____	_____	_____ %	_____	_____

10. Special Instructions

11. Account Holder Signature

By signing this application, you are authorizing AGF and confirming your understanding and agreement to all the terms and conditions outlined above including the Tax-Free Savings Account Declaration of Trust, attached to this application.

Please Sign Here

Holder Signature

Date (YYYY/MM/DD)

Declaration of Trust Tax-free Savings Account

1. Terms we use in this Declaration of Trust

You and *your* mean the holder (as defined under the Act) of an AGF Tax-free Savings Account.

We, us, our and *the trustee* mean B2B Trustco, a trust company incorporated under the laws of Canada and having an office in the City of Toronto, in the Province of Ontario.

AGF means AGF Investments Inc.

TFSA means tax-free savings account.

Plan means your AGF TFSA.

Act means the *Income Tax Act* (Canada).

Tax Laws mean the Act and applicable income tax legislation of the province in which you live.

Spouse, in this Declaration of Trust and in the application and any additional terms and conditions, means only a person recognized as a spouse or common-law partner for purposes of the provisions of the tax laws relating to TFSAs.

2. Declaration of trust

We agree to be the trustee for you under the Plan according to the conditions set out here. For greater certainty, this arrangement is a trust for purposes of the Tax Laws. Under Tax Laws, we are the issuer of the Plan and you are the person for whose exclusive benefit we have agreed to maintain the Plan.

Such exclusive benefit shall be determined without regard to any right of a person to receive a payment out of or under this Plan on or after your death. While you remain the holder of the Plan, only you or the trustee shall have rights under the Plan relating to the amount and timing of withdrawals and the investing of funds.

3. Our Agent is AGF

AGF is our agent and will administer (or will arrange for the administration of) the Plan for us. However, we're ultimately responsible for administering the Plan.

4. Governing law

The Plan will be governed by, interpreted and administered according to the laws of Ontario and Canada.

5. Registration

When we receive your completed application, we'll file an election to register the qualifying arrangement under the relevant provisions of the Tax Laws. Should such request to register the Plan under the Tax Laws be declined due to missing, invalid, or inconsistent mandatory information you provided, we will work with your investment advisor(s) and/or dealer(s) to obtain the information required to register the Plan. If the Plan cannot be registered within a reasonable time, the Plan will be deemed to be a non-registered account of AGF (the "Taxable Account") from the date of your application as it has never been a TFSA under the applicable Tax Laws. The Taxable Account status means to you that annually, income and gains earned or allocated in the account and any dispositions occurring therein as reflected on either your statements or the required income tax slips to be issued under the applicable Tax Laws is reportable on your income tax returns.

6. Proof of Age

The statement of your date of birth on the application constitutes a certification by you and an undertaking to provide such other evidence of proof of age as is required.

7. Your contributions to the Plan

Only you may make contributions to the Plan.

We'll hold in trust for you:

- all contributions you make to the Plan
- if you participate in a group Plan, all contributions made on your behalf to the Plan by your employer as your agent
- all transfers from other TFSAs of which you are the holder
- all income and capital gains generated by the investment of these contributions.

Contributions made to a TFSA while the holder is a non-resident are subject to a special tax as prescribed by the Tax Laws.

You are solely responsible for determining the maximum amount that may be contributed to the Plan each year under the Tax Laws. If you contribute more than the maximum amount, we'll return the overcontribution to you when you send us a written request to reduce the amount of the overcontribution. We can liquidate assets for this purpose.

If the Plan is part of a group TFSA, you are solely responsible for complying with any additional terms and conditions imposed by your employer in connection with the Plan, provided those terms comply with the Tax Laws.

8. Transfers from other plans/accounts

You may transfer assets to the Plan from other TFSAs of which you are the holder.

In addition to the terms and conditions of this Declaration of Trust, you agree to be bound by, and the Plan will be subject to, any additional terms and conditions required to complete the transfer of assets to the Plan in accordance with applicable law. The additional terms and conditions will be part of the terms and conditions of the Plan when the applicable amounts are transferred. Where there are inconsistencies, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the Tax Laws provide otherwise.

9. Transfers to other plans/accounts

You may transfer assets from the Plan to other TFSAs of which you are the holder.

In addition to the terms and conditions of this Declaration of Trust, you agree to be bound by, and the Plan will be subject to, any additional terms and conditions required to complete the transfer of assets from the Plan in accordance with applicable law. The additional terms and conditions will be part of the terms and conditions of the Plan when the applicable amounts are transferred. Where there are inconsistencies, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the Tax Laws provide otherwise.

10. How we invest your contributions

We'll invest the assets in the Plan in the investment products we make available for investment by the Plan, according to your instructions. If you don't tell us how to invest the assets, we'll invest in units of AGF Canadian Money Market Fund until you tell us otherwise.

In making investments under the Plan, we're not restricted to investments specifically authorized by law for trustees to make. We may authorize investments in any mutual funds or other forms of pooled investment products, even though these kinds of investments may not be authorized by law for other trustees. We won't be liable for any related loss in the value of the Plan in connection with any such investments we have authorized in good faith. You confirm that the trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the trustee by the Act that are not reimbursable to the trustee from the Plan under the Act.

You can change the investments in the Plan at any time by telling us. Notwithstanding anything herein to the contrary, you are responsible for ensuring that the investments in the Plan are qualified investments for TFSAs under the Act. It is your responsibility to provide any required information to the trustee concerning whether an investment held is a non-qualified investment under 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.

11. Earnings

While contributions to the Plan are not tax-deductible, all interest, dividends, capital gains and other income earned in the Plan are non-taxable. As well, the original capital and all income earned can be withdrawn tax-free at any time, in any amount.

12. Withdrawals

You may request a tax-free withdrawal from the Plan at any time and in any amount. When we receive your written request, we'll liquidate assets in the Plan according to your instructions and pay the proceeds to you. If you don't tell us which assets to liquidate, we'll use our own discretion.

13. Should you die while holding a Plan

Generally, if you die while holding a Plan, earnings that accrue after your death are taxable, while those accrued before your death may be exempt from tax.

If you name your Spouse as the successor holder your Spouse will become the holder of your Plan on your death and the earnings in your Plan maintain their tax-free status and any investments in your Plan do not affect the accumulated maximum contribution limit of your Spouse.

If you die having named a successor holder, we'll put the Plan in your successor holder's name. We'll need satisfactory proof of your death, and may require other documents from your legal representatives, before we can do so. Where allowed by law, you can designate a successor holder on the application or by written notice. The successor holder has the unconditional right to revoke any prior beneficiary designation made, or similar direction imposed, by you under the Plan or relating to property held in connection with the Plan. You're solely responsible for making sure your successor holder designation is legally valid under the laws of Canada and its provinces and territories, as may be applicable.

If you get married or separated, or your designated 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.

You can change the successor holder by completing a form we provide or by giving us written notice. The form or notice must be delivered to us before we make any payments from the Plan. If you've given us more than one form or notice, we'll act on the one with the most recent date.

If you die without a successor holder, we'll settle your Plan and tax will be owing for any growth in the Plan from your date of death to the date of settlement. We'll liquidate the assets in the Plan and, subject to any additional legal requirements, pay the proceeds to your personal representatives in a lump sum, less any fees.

If you have a Spouse but have not designated your Spouse as the successor holder, your Spouse is entitled to transfer the fair market value of your assets on the date of your death to his or her TFSA as an exempt contribution which will not attract tax and which will not affect his or her accumulated maximum contribution limit, provided your Spouse declares the amount from your TFSA as an exempt contribution using the form provided by the Canada Revenue Agency within 30 days of your death and transfers the amount by the end of the year after the year of your death. If you designated one or more beneficiaries for the Plan who are alive at the time of your death, we'll pay the lump sum proceeds to your beneficiaries, less any fees. We'll need satisfactory proof of your death, and may require other documents from your legal representatives, before we can make the payment. Where allowed by law, you can designate a beneficiary on the application or by written

notice. You're solely responsible for making sure your beneficiary designation is legally valid. If you get married or separated, or your designated beneficiary dies, your beneficiary 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 beneficiary is legally valid, up to date and changed when appropriate.

You can change the beneficiary or beneficiaries by completing a form we provide or by giving us written notice. The form or notice must be delivered to us before we make any payments from the Plan. If you've given us more than one form or notice, we'll act on the one with the most recent date.

14. Account statements

We'll keep the account records of the Plan. Every year we'll send you a statement showing:

- contributions, transfers and earnings
- payments from the Plan
- fees or expenses
- the total value of the Plan.

15. Advantages, special services and prohibition

We cannot provide any advantages or special services that are conditional in any way on the existence of the Plan, other than those permitted under the Tax Laws, to:

- you
- members of your immediate family
- anyone else with whom you are not dealing at arm's length.

You can use your interest, or for civil law, right in the Plan as security for a loan or other indebtedness if paragraphs 146.2(4)(a) and 146.2(4)(b) of the Act are met. The trust cannot borrow money or other property for the purposes of the Plan in accordance with paragraph 146.2(2)(f) of the Act.

16. Fees

We're entitled to receive a fee for our services as trustee. We're also entitled to reimbursement for any expenses or taxes we or AGF (as our agent) incur performing our duties as trustee except for those taxes, interest and penalties imposed on the trustee by the Act that are not reimbursable to the trustee from your Plan under the Act. These fees are determined from time to time and are outlined on your account statement.

We're also entitled to receive a reasonable fee, which we establish, for any exceptional services we perform as trustee, including having to exercise our discretion.

Except as may be prohibited by the Act, we'll deduct these fees and reimbursements from the assets of the Plan and may sell assets as we consider necessary for this purpose. You authorize us to pay AGF all or a portion of these fees. Except where prohibited by the Act and notwithstanding any other provision of this declaration, the trustee is entitled to deduct from any other account held by you with us or any of our affiliates, those taxes, interest and penalties imposed on us by the Act that are not reimbursable to the trustee from your Plan under the Act. In some cases, we may allow you to pay us directly instead of from the assets of the Plan. We'll give you 30 days written notice before changing these fees.

17. Our voting rights

As trustee, we'll vote on your behalf at all shareholders' meetings in favour of management's proposals. However, you may request in writing the right to vote at a shareholders' meeting in respect of any units or shares of mutual funds or any other securities held in the Plan. We'll comply with your request as long as we receive it at least 48 hours before the meeting.

18. Notices

You can write to us about the Plan by sending a postage-paid letter to:

B2B Trustco
Trustee of AGF Tax-free Savings Accounts
AGF Investment Inc.
CIBC SQUARE, Tower One
81 Bay Street, Suite 4000
Toronto, Ontario M5J 0G1

We'll consider that you've given us the letter when we receive it. We'll give you any notice, statement or receipt by mailing it to the last address you have given to us or to AGF in writing or by making it available to you electronically. We'll consider that we've given you the letter on the date we mail it or make it available to you electronically.

19. Changes to this Declaration of Trust

We may at our own discretion and will at the written direction of AGF, change this Declaration of Trust provided that:

- the relevant taxation authorities approve
- any changes do not disqualify the Plan as a TFSA under the Tax Laws.

The Plan is required to comply with the applicable laws at all times. If AGF needs to make changes in order to comply with the applicable laws or otherwise, the changes will be effective once they have been approved by Canada Revenue Agency. We will send you notice of any 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. Limitation on the liability of the trustee and agent

Neither we nor AGF are responsible in our personal capacity for taxes imposed on us for buying, selling or keeping any investment, including non-qualified investments except for those taxes, interest and penalties imposed on the trustee by the Act that are not reimbursable to the trustee from your Plan under the Act. We and AGF may reimburse ourselves for, or pay any such taxes out of, the assets of the Plan in any manner we choose, except where prohibited by the Act.

Neither we nor AGF are responsible in our personal capacity if the Plan, you, any successor holder or any beneficiary incurs losses caused by our buying, selling or keeping any investment, unless the losses are caused by or result from our or AGF's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

You, your legal personal representatives, any success holder and any beneficiary under the Plan, agree to indemnify us and AGF for any taxes we must pay in respect of the Plan (other than the taxes, interest and penalties for which we are liable in accordance with the Act), or any losses incurred by the Plan, caused by us or AGF:

- buying, selling or keeping any investment
- making payments from the Plan in accordance with this Declaration of Trust, or
- acting or refusing to act on any instructions given to us by you or for you, unless the losses are caused by or result from our or AGF's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

21. Successor trustee

We may resign as trustee of the Plan by giving 90 days notice in writing to AGF. AGF may remove us as trustee by giving us 30 days written notice (or no notice if we can no longer act as trustee), provided a successor trustee has been appointed in writing. If we stop being trustee for any reason, we'll appoint a successor trustee designated by AGF. However, if AGF doesn't recommend a successor within 60 days after it receives written notice of our resignation, we may do so.

Within 90 days of its appointment, the successor trustee will give you written notice of the change. We'll transfer all books, records and assets of the Plan to the successor trustee.

22. Quebec Residents/Residents du Quebec

You confirm that you have been provided a copy of the application and Terms and Conditions in French and have expressly requested all documents and communications relating to the Plan to be in English, including:

- the application
- this Declaration of Trust (and any additional terms and conditions)
- all notices
- all statements

Vous confirmez avoir reçu une copie de la demande ainsi que des modalités en français et que vous avez expressément demandé que tous les documents et toutes les communications se rattachant à ce régime soient rédigés en anglais, y compris :

- la demande
- cette déclaration de fiducie (et toute autre modalité)
- tous les avis
- tous les états de compte



AGF Investments Inc.

CIBC SQUARE, Tower One, 81 Bay Street, Suite 4000, Toronto, Ontario M5J 0G1
AGF.com Tel: 1-800-268-8583 Fax: 1-888-329-4243 (1-888-FAX-4-AGF)

AGF is dedicated to helping develop business solutions for industry demands on natural resources and finding ways to help minimize our impact on the environment. As a result, we have designed our application forms with a re-usable base on recyclable covers. Our applications are also printed on Forest Stewardship Council® (FSC) certified paper. FSC certification ensures that the paper in this document contains fibre from well-managed and responsibly harvested forests that meet strict environmental and socio-economic standards. AGF is committed to continuing to look for ways to protect and preserve our environment for future generations.

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