



Suite 660-202 6th Avenue SW Calgary, Alberta T2P 2R9

## CLIENT AGREEMENT

February 2022

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## PART 1: INTRODUCTION

Thank-you for choosing Lightyear Capital Inc. ("Lightyear") to be your securities dealer and investment advisor. References in this Agreement to "us" or "we" or their functional equivalents should be construed as references to Lightyear.

If you have any questions, please contact your Investment Advisor.

## PART 2: DEFINITIONS, INTERPRETATION, LANGUAGE AND APPLICATION

### 2.1 Definitions

For the purposes of this Agreement, the following words and phrases will have the meanings set out below:

"*Account*" means your account(s) with Lightyear from time to time;

"*Account Application*" means the Lightyear–New Client Account Application that you signed to open or update the information to your Account;

"*Applicable Laws, Rules and Regulations*" means the laws, rules and regulations applicable to us;

"*Collateral*" means all present and after-acquired personal property, money and Securities in each of your Accounts that is not a registered retirement Account and all proceeds of any such property or Securities;

"*Information Provider*" means any entity providing Lightyear, either directly or indirectly, with information or processing any such information and includes, but is not limited to, stock exchanges, news service providers and stock alert message providers or any such provider or processor of data or information;

"*Obligations*" includes any debt, interest, fee, obligation or liability owing to Lightyear by you, regardless of how it arose, including without limitation any judgment or other judicial or arbitral award against you in favour of Lightyear;

"*Personal Information*" means any information about you individually and includes information with respect to your name, address, age, gender, income, marital status, finances, employment, Transaction and Service related details arising from the Accounts and Services, together with your personal references and identification numbers, including, but not limited to, your social insurance number;

"*Registered Plan*" means a retirement income fund, education savings plan, disability savings plan, tax-free savings account or registered retirement savings plan, as the case may be, registered under the *Income Tax Act* (Canada);

"*Securities*" or "*Security*" includes shares, bonds, debentures, notes, warrants, rights, options, special warrants, installment receipts, deposit receipts, subscription receipts and all other instruments commonly referred to as a "security" or as defined in any federal or provincial *Securities Act* of Canada;

The Carrying Broker "*Service or Services*" means a service or services offered from time to time by Lightyear;

"*Spouse*" means spouse or common law partner as those terms are defined under the *Income Tax Act* (Canada);

"*Transaction*" means any dealing in Securities, including their purchase and sale; and

"You", "your" and "yours" means the person(s) who has applied for the Account and in respect of an "in trust" account it means the nominee of the Account upon that nominee attaining the age of majority. 2.1A  
For the purposes of the Account Application Form or any update thereto the following words and phrases shall have the following meanings:

"*Risk Tolerance*" means your willingness to accept volatility in the value of your investments and the risk that some or all of your invested capital may be lost. Higher levels of Risk Tolerance will often provide investors with more potential for superior returns, however as your Risk Tolerance increases, the possibility of volatility, illiquidity, and permanent loss of capital also increase.

*Low Risk Tolerance:* Your primary focus is to preserve your investment capital. You are willing to accept lower returns and potential for inflation risk for greater safety of capital. You seek to invest capital in investments with low volatility commonly associated with GIC's or government and investment grade corporate bonds. You understand that all investments carry some investment risk and volatility.

*Medium Risk Tolerance:* You seek moderate growth in your investments in the medium to long term and are willing to accept a moderate level of risk and volatility commonly associated with the senior stock markets indices. You understand that investment values change and that you might need to hold an investment for a longer period than originally intended to recover from loss or to achieve a desired return. You also understand and accept that a significant portion of the capital you invest in some investments may be lost. Investors with a Medium Risk Tolerance will not typically invest all of their capital in individual stocks but will diversify their investments to include at least some cash, bonds or other lower risk or less volatile alternative products.

"*Medium-High Risk Tolerance*" means you seek moderate to long term growth over the medium to long term and are willing to accept a moderate-high level of risk and volatility commonly associated with a 100% equity focused portfolio. You are accepting of the attendant risks of higher volatility commonly associated with the broader stock markets, which would include some investments in higher risk securities. The risks associated with medium-high risk tolerance include owning investments that may have decreased in value when you might otherwise wish to sell them. You also understand and accept that a significant portion of the capital you invest in any one or more investments may be lost.

"*High Risk Tolerance*" means you seek superior growth and are willing to accept a high or very high level of volatility, significant short and long term fluctuations in your portfolio value, and loss of liquidity in exchange for potentially higher long term returns. You are willing to take substantial risks and understand that a significant portion of your capital investment may be permanently lost.

The Risk Tolerance descriptions above assume typical market risk and do not account for the extreme market dislocations associated with major global or other financial or industry specific crisis.

### 2.2 Format; Construction

The headings used in this Agreement are for convenience of reference only. Words in the singular include the plural and vice versa and words in one gender include all genders.

### 2.3 Language

It is acknowledged and agreed that the Account Application, this Agreement and all related documents, notices and other communications, together with such other forms, documents, notices and other communications as may from time to time be required by Lightyear, be in English. Il a été convenu et nous sommes d'accord à ce que le formulaire de demande de compte, les conventions de compte et tous les documents, avis et autres communications s'y rattachant, soient rédigés en anglais seulement.

### 2.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

## **PART 3: GENERAL ACCOUNT TERMS AND CONDITIONS**

### **3.1 Lightyear as Agent**

In consideration of Lightyear agreeing to open, operate and maintain any account or accounts, by executing and delivering the Account Application you have appointed us as your agent to execute Transactions on your behalf. You acknowledge and confirm that Lightyear is acting in the capacity of agent only and not in a fiduciary capacity. We accept no responsibility to you other than to act honestly and in good faith.

### **3.2 Account Information**

You will notify us, in writing, immediately of any material change in any information in your Account Application.

### **3.3 Capacity, Authority and Affiliation**

#### *Individual Clients*

If you are a natural person or act as an agent for a natural person, you confirm and represent to us that you have reached the age of majority and have the power and capacity to enter into this Agreement.

#### *Corporate Clients*

If you are a corporation or society, you confirm and represent to Lightyear that you have the power and capacity to enter into this Agreement and your execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

#### *Unincorporated Clients*

If you are signing as a partnership, trust or another form of unincorporated organization, you confirm and represent to Lightyear that you have the power and capacity to enter into this Agreement and this Agreement has been duly authorized by all necessary action on your part.

#### *Affiliation*

Unless you have advised Lightyear otherwise and provided the necessary documentation, you confirm that you are not employed by, affiliated with, or an officer or director of, a person registered under any securities laws in Canada. If your current situation changes, you will notify Lightyear immediately.

### **3.4 Joint Accounts (Personal Accounts Only)**

#### *Suitability*

You acknowledge that the investment objectives for any joint Account may be based primarily if not exclusively on the financial circumstances, experience and knowledge of only one of the co-applicants.

#### *Liability*

In respect of joint Accounts, each of you is jointly and severally liable with your co-applicant for Obligations and you will indemnify Lightyear against any loss, claim, damage, expense or liability which Lightyear may incur and which arises under or in connection with Obligations.

#### *Instructions from Joint Clients*

If you are a co-applicant, we may take instructions in respect of any aspect of the Account, without limit, from any Account co-applicant. However, we reserve the right to restrict activity at any time in the Account or to require joint written instructions by all co-applicants, and we will not be liable for any loss that may result from that requirement.

#### *Delivery of Property and Information to Joint Clients*

Lightyear may deliver Securities, money or other property relating to the Account, give margin calls and provide confirmations, statements, or other information about the Account to any one co-applicant, without notice to the other co-applicant(s), and such delivery or communication by us is sufficient delivery or communication to all of you.

#### *Legal Ownership of the Account*

If your Account is a joint Account and you should die, your interest in the Account thereupon terminates and all of the property in the Account will automatically become the property of the surviving Co-Applicant, and vice versa in the event of the death of your Co-Applicant.

### **3.5 "In-Trust" Accounts**

#### *Obligations of "In Trust For" Accounts*

If any Account has been designated "an account in-trust for a minor", until the nominee reaches the age of majority: (a) all instructions for such Account will come from you, as trustee, exclusively; (b) you and the nominee will be jointly and severally liable to us for all Obligations respecting the Account; and (c) we may deal with you as if you were the beneficial owner.

#### *Trust Agreements*

Lightyear has no responsibility to observe the terms of any trust, whether written, verbal, implied or constructive that may exist between you, as trustee, and the nominee.

#### *Age of Majority of Nominee*

You acknowledge that upon the nominee reaching the age of majority in the jurisdiction in which the nominee is resident, the Account will cease to be "in-trust", the nominee will be absolutely entitled to the assets of the Account and, subject to receiving such documentation as we may require in connection with this change in status of the Account, we will thereafter accept instructions in respect of the Account solely from the nominee.

### **3.6 Instructions**

#### *Account Instructions*

Your Account instructions must be either oral (but not left on voicemail) or in writing (but not electronic). We are not responsible for the price at which a market order is executed. You are responsible for all instructions given by you or by any person you have authorized to trade on your behalf and you will indemnify us for any loss, liability or expense that may arise as a result of our compliance with your instructions.

#### *Trading Rules*

Trading instructions given by you or persons you have authorized to trade on your behalf must comply with, and each Transaction carried out on your behalf will be subject to, this Agreement and the Applicable Laws, Rules and Regulations.

#### *Refusing Orders Trading Instructions*

We may refuse to effect a Transaction or execute any instruction given in respect of the Account if we, in our subjective discretion, determine that doing so might be in whole or in part inconsistent with or contrary to the Applicable Laws, Rules and Regulations. We will not be liable to you for any loss or other consequences resulting from our refusal under this provision unless you prove that such refusal constituted an act of bad faith.

#### *Death of Account Holder*

In the event of your death, in respect of any of your Accounts that is not a joint Account, Lightyear will require, before accepting instructions in respect of such Account(s), such documentation as it considers necessary to enable it to lawfully accept instructions from the person purporting to represent you or your estate after your death. Such documentation includes, but is not limited to, a certified copy of the death certificate, a letter of direction and notarized copy of any of the Grant of Probate, Letters of Administration or Certificate of Appointment of Estate Trustee, or their functional equivalents. Lightyear will not be liable for any loss that may result from its refusal to accept instructions in accordance with this provision.

### **3.7 Payment and Delivery**

#### *Delivery*

You must have funds in your Account by settlement date or by such earlier time as we may specify from time to time. Actual delivery of Securities in deliverable form is required immediately for any Securities sold at your direction. You confirm and represent to Lightyear that all sales made in the Account will be "long" sales unless you have specified otherwise at the time of giving the trading instruction.

If you do not pay for or deliver Securities to us as required under this Agreement, we may, without prior notice to you, do whatever we consider prudent in order to avoid or minimize any potential loss or inconvenience to Lightyear. You will indemnify us from any loss or expense incurred by us in connection with your failure to pay for or deliver Securities to us as required under this Agreement, including the actual amount of any reasonably incurred legal fees.

#### *Currency of Account*

We may transfer funds on deposit in the Canadian dollar component of the Account to cover any Transactions which require settlement in

U.S. dollars, and vice versa.

#### *Risks of Leveraged Trading*

You acknowledge that borrowing to purchase Securities involves greater risk than a purchase using cash resources only. If you borrow from us 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. By signing the Account Application you confirm that you are aware of the risks involved in leveraged trading.

### **3.8 Trade Confirmations and Statements**

#### *Trade Confirmations*

A trade confirmation will be sent to you after each Transaction as required by the Applicable Laws, Rules and Regulations. If you do not object in writing to the accuracy of a trade confirmation within 15 days after it is sent to you, you will be deemed to have irrevocably accepted the confirmation as accurate. Non-receipt or late receipt of a trade confirmation will not relieve you of your obligation to settle all Transactions on the settlement date or to maintain margin, if applicable.

#### *Statements*

An Account statement will be sent to you as required by the Applicable Laws, Rules and Regulations. If you do not object in writing to the accuracy of an Account statement within 15 days after it is sent to you, you will be deemed to have irrevocably accepted the statement as accurate.

### **3.9 Holding of Cash and Securities**

Lightyear's obligation of care in respect of the property in your Account shall be to exercise the same care it exercises in the custody of its own property of a similar nature. All Securities will be registered in Carrying Broker's name or the name of the Carrying Broker's nominee whenever practically possible

#### *Segregation of Cash Balances*

Except with respect to a Registered Plan, the Carrying Broker does not have to segregate or hold any cash balances separately. Therefore, cash may be mixed with the Carrying Broker general funds and used for the general purposes of the Carrying Broker business, and the cash will be a debt owing to you by the Carrying Broker.

#### *Rights Relating to Securities*

If your Account is credited with the amount of any interest or dividend payable on any Security, or in respect of the maturity of any Security and final payment from the issuer is not received, then such credit may be reversed.

#### *Withdrawal of Securities*

We are not obligated to return to you, upon your request to do so, the same certificate evidencing Securities deposited to your Account.

#### *The Carrying Broker's Right to Use Securities*

If, and so long as, you have a short position in your Account or you are indebted to the Carrying Broker:

- (a) any Securities held by the Carrying Broker for your Account may, without notice to you, be pledged as security for the Carrying Broker's indebtedness, meaning that if the Carrying Broker defaults on such indebtedness your Securities might not be returned to you and you might not receive a cash credit for their value;
- (b) The Carrying Broker may, without notice to you, loan such Securities either separately or together with other Securities; and

- (c) any Securities held by the Carrying Broker for your Account may, without notice to you, be used by the Carrying Broker for making delivery against a sale, whether a short sale or otherwise and whether such sale is for your Account or that of another client, or for a sale to any account in which the Carrying Broker or the Carrying Broker's partners or directors may have a direct or indirect interest.

### **3.10 Fees & Charges**

#### *Payment of Fees and Other Charges*

You will pay, when levied by us, all commissions and other fees in respect of Transactions or Service in your Account, together with any interest, when due, and at the rates specified by Lightyear, from time to time, or as may be agreed between you and Lightyear. You are responsible for payment of any tax liability in respect of your Registered Plan, including any taxes and penalties payable in respect to the purchase and sale of ineligible Securities.

#### *Debits and Credits to the Account*

The Carrying Broker will credit to your Account any interest, dividends or other money received in respect of Securities held in it, as well as any money received as proceeds from Transactions in Securities for the Account, and may debit all amounts due and owing by you to Lightyear or the Carrying Broker.

#### *The Carrying Broker Right to Combine Accounts*

If you have more than one Account with Lightyear, the Carrying Broker may, without prior notice and at any time, combine, in whole or in part, those Accounts whether in respect of Securities or money, and make such adjustments between those Accounts as the Carrying Broker thinks fit.

#### *Payment of Interest*

The Carrying Broker will pay you interest on credit balances held in the Account and you will pay the Carrying Broker interest on debit balances held in the Account at such rates and in such manner as the Carrying Broker may determine from time to time provided that the Carrying Broker will not charge interest on any debit balances in your Account at a rate more than **3% per annum** above the published prime lending rate of the main branch of the Bank of Montreal in Vancouver, British Columbia unless the Carrying Broker gives you notice as provided herein.

### **3.11 Indebtedness to the Carrying Broker**

#### *Payment of Indebtedness*

You will pay all Obligations to the Carrying Broker when due and in any event forthwith on demand. If no margin facility has been granted to you, and if a debit occurs in the Account, the debit must be paid immediately.

#### *Security Interest for Obligations of Non-Quebec Clients*

If you are not resident in Quebec, as general and continuing security for the Obligations you hereby grant by way of mortgage, charge, assignment and transfer, a security interest in the Collateral in favour of the Carrying Broker.

#### *Correction of Errors*

Lightyear may, at any time, correct any error in implementing a trading instruction at market by filling such trading instruction at the market price in effect at the time it should have been filled.

#### *Costs of Enforcement*

You will pay Lightyear and the Carrying Broker all costs and expenses (including legal fees on a solicitor and own client basis) incurred by Lightyear and the Carrying Broker, plus reasonable administration charges imposed by the Carrying Broker, in connection with actions taken by Lightyear and the Carrying Broker to enforce performance of your Obligations to Lightyear and the Carrying Broker.

#### *Lightyear's and the Carrying Broker's Rights Cumulative*

All remedies, rights, liens or security interests of Lightyear and the Carrying Broker arising by law, the agreements set out herein or otherwise are cumulative and do not replace or limit any other remedy, right, lien or security interest of Lightyear and the Carrying Broker.

### **3.12 Trading Authorization and Powers of Attorney**

#### *Grant of Trading Authorization*

If you have granted or at any time grant trading authorization over the

Account to any person by instrument in writing provided to Lightyear, then that agent jointly has the authority to give Lightyear trading instructions for the purchase and sale of Securities, on margin or otherwise; instructions to transfer cash or securities between or among your Accounts, or instructions for any elections that may be required in respect of any of the Securities held for your Accounts, but no other authority. Specifically, the agent does NOT have authority to (a) receive cash or Securities from the Account; (b) receive trade confirmations, statements or other Account documentation; (c) sign agreements on your behalf; (d) open other Accounts with Lightyear on your behalf; or (e) make changes in the terms and conditions attaching to any Account. It is your responsibility to monitor the actions of your agent, and Lightyear is not required to notify you of them. You are bound by the actions of your agent. Lightyear may deal with the agent until Lightyear receives written notice from you that the agent's authority has been revoked or Lightyear receives written proof that the agent's authority has been otherwise terminated at law (for example, by your death or incapacity). You will indemnify and hold Lightyear and the Carrying Broker harmless against any loss, liability or expense (including legal fees on a solicitor and client basis) suffered by Lightyear and the Carrying Broker in acting on the instructions of the agent.

#### *Grant of Power of Attorney*

If you have granted or at any time grant a power of attorney over the Account to any person by completing a form of grant acceptable to The Carrying Broker in its absolute discretion, then that attorney has all the

authority that you would have unless otherwise limited on the face of the document granting such power of attorney. It is your responsibility to monitor the actions of your attorney, and Lightyear not required to notify you of them. You are bound by the actions of your attorney. Lightyear may deal with the attorney until Lightyear receives written notice from you that the attorney's authority has been revoked or Lightyear receives written proof that the attorney's authority has been otherwise terminated at law (for example, by your death or incapacity). You will indemnify Lightyear and the Carrying Broker and hold Lightyear and the Carrying Broker harmless against any loss, liability or expense (including legal fees on a solicitor and client basis) suffered by Lightyear and the Carrying Broker in acting on the instructions of your attorney.

### **3.13 Limitation of Liability**

#### *General*

Lightyear and the Carrying Broker shall only be liable for direct loss, damage, or expense to the extent it is legally responsible for the same. In no event shall Lightyear and the Carrying Broker be liable for indirect, special, or consequential loss, damage, or expense.

#### *Information Providers*

Information provided to you by Lightyear and the Carrying Broker from time to time may have been obtained from various third parties. Lightyear and the Carrying Broker make no warranty or representation, express or implied, and disclaim all other warranties or liability concerning the accuracy, completeness or reliability of by such information. In no event will Lightyear and the Carrying Broker be liable to you for any loss or damage of any type caused or contributed to in any way by such information.

### **3.14 Governing Law and Dispute Resolution**

#### *Regulation and Oversight*

All Transactions in Securities for the Account or any Services provided will be subject to Applicable Laws, Rules and Regulations.

#### *Governing Law*

This Agreement will be governed by and interpreted in accordance with the laws of British Columbia.

#### *Forum for Disputes*

In connection with any dispute that you may have against us or any person employed by us relating to the operation of the Account or any Transaction or intended Transaction in the Account or arising out of or relating to this Agreement you agree to submit to the exclusive jurisdiction of the courts of British Columbia sitting in the City of Vancouver or, if applicable, to the Investment Industry Regulatory Organization of Canada (IIROC) mandated arbitration program based in Vancouver, British Columbia. Nothing in this section is intended to preclude you from exercising your right to make a complaint under our complaint handling policy including to have any unresolved complaint reviewed by the OBSI.

In connection with any dispute we may have against you relating to the operation of the Account or any Transaction or intended Transaction in the Account or arising out of or relating to this Agreement you agree to submit to the non-exclusive jurisdiction of the courts of British Columbia. You acknowledge and agree that service of process or of papers and notices by Lightyear upon you in relation to such a dispute by registered mail or personal delivery, addressed to your most recent address on file at Lightyear's offices, will be accepted by you as, and deemed to be, sufficient service.

#### *Limitation of Action or Arbitration Proceeding*

In the event that you have a claim against Lightyear or any of its employees, you must initiate your claim either in the Provincial Court of British Columbia, Vancouver Registry or the Supreme Court of British Columbia, Vancouver Registry or under the IIROC arbitration program based in Vancouver, British Columbia.

### **3.15 Miscellaneous**

#### *Communications*

Communications may take the form of notices, margin calls, demands, reports, statements and trade confirmations. Unless otherwise provided for in this Agreement Lightyear may, at Lightyear's discretion, communicate with you by contacting you by telephone, facsimile, mail, email, personal delivery or by posting applicable notices on its website. Trade confirmations and Account statements and tax reporting documents may, if you have so consented, be available to you electronically. All mail and email will be sent to the most recent address maintained by Lightyear on file for you. Lightyear has the right to refuse to mail communications to certain addresses including addresses outside of Canada. All communications mailed to you will be deemed to be given and received on the third business day after such communications were sent, whether or not you actually received them. All communications by telephone, facsimile, email (if you have consented to that form of delivery) or personal delivery will be considered to be given and received on the date of transmission or delivery, as the case may be, whether or not you actually received them. All communications posted on the Lightyear website will be considered given and received the first business day following their posting.

#### *Proprietary Interest*

Market data and other information provided through the Services is proprietary and is protected by applicable copyright law. Certain names, words, titles or logos displayed while providing the Services are also proprietary and are protected by applicable trademark law. You will not reproduce, sell, distribute, publish or commercially exploit such proprietary property without the written consent of Lightyear.

#### *Unclaimed Property*

If your Account or the Securities in your Account become unclaimed property within the meaning of any applicable legislation, Lightyear may sell any or all of the Securities in your Account for the purpose of converting your Account holdings to cash.

#### *Currency Conversion*

If funds in your Account are converted into another currency, the Carrying Broker will effect the conversion at the rates and in the manner customary for the Carrying Broker in respect of such transactions.

If you make a trade involving a Security which is denominated in a currency other than the currency of the Account in which the trade is to settle, a conversion of currency will be required. In all such Transactions and at any time a currency conversion is made, the Carrying Broker will act as principal with you in converting the currency at rates established or determined by us or parties related to us. We customarily levy a fee on currency conversions, and this fee is embedded in the currency exchange rate used in converting currencies in your Account.

#### *No Waiver of Rights*

Any failure or refusal by Lightyear in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any right or privilege arising under this Agreement will not preclude Lightyear from later so insisting or exercising such right or privilege, nor will waiver by Lightyear of a default be construed as an amendment of this Agreement or waiver of any later default.

#### *Successors; Assignment*

This Agreement is binding on your heirs, executors, administrators and successors. You cannot transfer or assign any of your rights under this Agreement to anyone else. Lightyear's rights under this Agreement may be assigned without your consent. If all of Lightyear's rights under this Agreement are assigned to another person and that person assumes all of Lightyear's obligations under this Agreement, then effective upon that happening Lightyear will be deemed to be released from its obligations under this Agreement.

#### *Changes, Additions or Amendments to this Agreement*

If Lightyear wants or is otherwise required to give you notice of anything concerning your Account, including any change, addition or amendment to this Agreement, it may do so by publishing such notice on its website or by including a notification in your monthly Account statement for your Account. Any such notice posted on the Lightyear's website shall be effective five business days from its posting or, if given with the delivery of your monthly Account statement, the first day of the month immediately following the month of mailing.

## **PART 4: MARGIN AGREEMENT**

If the Carrying Broker has agreed to grant you a margin facility, the following additional terms and conditions will govern your Account and margin facility:

### **4.1 Grant of Margin**

If you wish to purchase Securities and have insufficient funds in your Account at the time of settlement, the Carrying Broker may lend amounts to you not exceeding the available loan value of Securities in your Account (as determined by the Carrying Broker) and the Carrying Broker will debit those loans to the Account.

### **4.2 Margin Requirements; Additional Margin**

All margin Transactions for your Account will be subject to the Applicable Laws, Rules and Regulations and the Carrying Broker's rules, policies and usual practice which may be amended from time to time without notice to you. You will maintain such margin as the Carrying Broker, in its subjective discretion, requires. If the Carrying Broker requires additional margin at any time for any reason, you shall provide it. If you do not, the Carrying Broker will be at liberty to, among other things, sell Securities in your Account and otherwise exercise its rights under Section 3.11 of this Agreement.

### **4.3 The Carrying Broker's Right to Cancel**

The Carrying Broker may, in its subjective discretion, reduce or cancel the margin facility or refuse to grant any additional margin, at any time, without notice.

### **4.4 Payment on Demand**

All money owing on the margin facility shall be repaid immediately on demand, failing which the Carrying Broker will be at liberty to sell Securities in your Account and otherwise exercise its rights under Section 3.11 of this Agreement.

## **PART 5 & PART 6: RETIREMENT ACCOUNT AGREEMENTS**

**Parts 5 and 6 apply to Self-Directed RSP/RIF Accounts only**

### **PART 5: SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST**

Canadian Western Trust (the "Trustee"), a trust company incorporated under the laws of Canada, hereby declares that it agrees to act as Trustee for you (the "Annuitant") in respect of the Haywood Securities Inc. ("Haywood") Self-Directed Retirement Savings Plan (the "Plan") referenced in your Account Application, upon the following terms.

#### **5.1 Registration**

The Trustee will apply for the registration of the Plan in accordance with the applicable sections of the *Income Tax Act* (Canada) as they pertain to retirement savings plans (the "Act") and, if applicable, the provisions of any similar legislation of the Province of residence of the Annuitant as set out in the Account Application. (Such legislation hereinafter being collectively referred to as "Applicable Tax Legislation".)

#### **5.2 Contributions**

The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant, or the Annuitant's Spouse, the same together with any income therefrom constituting a trust fund (the "Fund") to be used, invested and held subject to the terms hereof.

#### **5.3 Investment**

The Fund shall be invested and reinvested by the Trustee, as directed by the Annuitant, provided that such investments are not inconsistent with the Applicable Tax Legislation. The Trustee may, but need not, require any direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances forming part of the fund from time to time, the Trustee will allow interest on such balances at such rate and credited at such time as the Trustee in its sole direction may determine. The Annuitant acknowledges that such cash balances may be invested and reinvested by the Trustee in the Trustee's guaranteed accounts.

#### **5.4 Annuitant's Account and Statements**

The Trustee will maintain an account in the name of the Annuitant showing all contributions made to the Plan and all investment Transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year a statement(s) showing all contributions and investment Transactions made and all income and expenses earned or incurred during such period.

#### **5.5 (a) Management and Ownership**

The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, or other Securities held by it for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay an assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

#### **5.5 (b) Delegation**

The Annuitant authorizes the Trustee to, and the Trustee may, delegate to Haywood the performance of the following duties and responsibilities of the Trustee under the Plan:

- (a) receiving the Annuitant's contributions under the Plan;
- (b) investing and reinvesting the Fund in accordance with the directions of the Annuitant;
- (c) holding the assets forming the Fund in safekeeping;
- (d) maintaining the Annuitant's account;
- (e) providing statements to the Annuitant of the Annuitant's account;

as the Trustee may determine from time to time, but in no event will the Trustee delegate the responsibility for requesting the registration of the Plan hereunder. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Haywood all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse Haywood for its out-of-pocket expenses in performing the duties and responsibilities delegated to Haywood by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that Haywood will earn normal brokerage commissions or fees on investment and reinvestment Transactions processed by Haywood.

#### **5.6 Trustee Fees and Expenses**

The Annuitant shall pay to the Trustee an annual administration fee in such amount as may be fixed by the Trustee from time to time provided that the Trustee shall give at least 30 days' prior written notice to the Annuitant of any change in the amount of such fee. The Trustee's fee shall be payable upon establishment of the Plan and as at April 1<sup>st</sup> of each year thereafter and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. Out-of-pocket expenses incurred by the Trustee and Haywood in the administration of the Annuitant's Account, such as certificate fees, postage, delivery charges, taxes, etc., shall be charged to the Annuitant's Account.

If the Trustee and/or Haywood makes a payment or transfer of all the assets of the Plan or a transfer to a registered retirement savings plan or a registered retirement income fund, for which the Trustee is not the trustee, the Trustee shall be entitled to deduct a special service fee from any such transfer or additional payment amount.

Notwithstanding anything herein contained, the Trustee is empowered to realize, at its sole discretion, sufficient assets forming part of the Fund for payment of the fees and expenses referred to above and for payment of any taxes which may be payable in respect of the trust established hereunder. Any such realization shall be made at such price or prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

#### **5.7 Income Tax Receipts**

Not later than March 30<sup>th</sup> in each year, the Trustee will furnish, or cause to be furnished, to the Annuitant or the Annuitant's Spouse a receipt showing contributions made by the Annuitant or the Annuitant's Spouse to the Plan during the preceding year and, if applicable, the first 60 days of the current year.

#### **5.8 Date of Birth**

The statement of the Annuitant's age contained in the Annuitant's Account Application shall be deemed to be a certification by the Annuitant and an undertaking by the Annuitant to provide any further evidence of proof of age that may be required when a retirement income is provided.

#### **5.9 Retirement Income**

The whole of the Fund shall be invested, used and applied by the Trustee for the purposes of providing a retirement income. The Annuitant will, upon 90 days' written notice to the Trustee, specify the date for the commencement of retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 71 (such date being referred to herein as "maturity"). Such notice shall indicate the name of the company from which such retirement income shall be purchased and shall instruct the Trustee to liquidate the assets in the Plan and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereinafter set out, or to amend the Plan in order to permit the transfer of the value of such account to the carrier of the registered retirement income fund of the Annuitant. Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:

- (a) an annuity payable to the Annuitant for the Annuitant's life or if the Annuitant so designates to the Annuitant for the lives jointly of the Annuitant and the Annuitant's Spouse and to the survivor of them for his or her life commencing at maturity and with or without a guaranteed term not exceeding such period of time as specified in subsection 146(1) of the Act.

and such other duties and responsibilities of the Trustee under the Plan

Any annuity so acquired:

- (i) may be integrated with the Old Age Security Pension;
- (ii) may be increased in whole or in part in accordance with the Consumer Price Index or at such other rate not exceeding 4% per annum as may be specified under the terms of such annuity;
- (iii) shall, unless established as a variable annuity in accordance with subsection 146(3) of the Act, pay equal annual or more frequent periodic payments;
- (iv) shall provide for full or partial commutation and shall provide for equal annual or more frequent periodic payments following any partial commutation;
- (v) shall not provide for the aggregate of the periodic payments in a year after the death of the Annuitant to exceed the aggregate of the payments in a year before the Annuitant's death;
- (vi) shall by its terms not be capable either in whole or in part of assignment if payable to the Annuitant or his/her Spouse;
- (vii) shall provide for commutation if such annuity would otherwise become payable to a person other than the Spouse of the Annuitant on or after the death of the Annuitant;

or,

- (b) a registered retirement income fund subject to the rules specified in the Applicable Tax Legislation.

If the Annuitant fails to notify the Trustee at least 60 days' prior to the end of the calendar year in which the Annuitant attains age 71, the Trustee will liquidate the assets in the Plan and, subject to the requirements of the Applicable Tax Legislation, may hold such proceeds in a non-registered interest-bearing deposit account with the Trustee on behalf of the Annuitant. The Annuitant shall be responsible for all reasonable expenses of administration charged by the Trustee.

#### 5.10 Withdrawals

The Annuitant may, by written application, at any time before the commencement of a retirement income, request that the Trustee pay to the Annuitant all or any part of the assets held under the Plan, and the Trustee may liquidate any investments held under the Plan, to the extent deemed necessary for that purpose.

#### 5.11 Refund of Contributions

The Trustee shall, upon written application by the Annuitant or the Annuitant's Spouse in form satisfactory to the Trustee, refund to that

applicant the amount established to be an amount as defined in paragraph 146(2)(c.1) of the Act and in any similar provisions of any provincial income tax legislation, in respect of such applicant.

#### 5.12 (a) Payment Upon Death

In the event of the death of the Annuitant and upon verification of a benefit entitlement under Applicable Tax Legislation, the Trustee will take instructions from the Annuitant's beneficiary or, if the Annuitant has no beneficiary, the executor or personal representative of the Annuitant's estate, as to whether the Fund will be:

- (a) distributed in kind to the Annuitant's beneficiary or estate, as applicable;

or,

- (b) sold and the proceeds from the Fund distributed to

the Annuitant's beneficiary or estate, as applicable.

The Trustee will require, in its sole discretion, satisfactory evidence of the death of the Annuitant and any other documents pertaining to the Annuitant's death prior to proceeding with a request to distribute the Fund or the proceeds of the Fund less any tax under Applicable Tax Legislation and any other related fees or costs. If the Annuitant has designated more than one beneficiary of the Fund, the Trustee will distribute the Fund or the proceeds from the Fund to each beneficiary in the amounts designated by the Annuitant. If the Trustee cannot establish a valid designation of beneficiary or beneficiaries, the Trustee will distribute the Fund to the Annuitant's estate. Once the Fund is transferred or the proceeds of the Fund paid, the Trustee will no longer have any further liability or duty to the Annuitant's heirs, executors, administrators or legal representatives.

#### 5.12 (b) Designation of Beneficiary

The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement savings plan may validly designate a beneficiary other than by will, may in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant designate a person to be entitled to receive the proceeds payable pursuant to subparagraph 6.12(a) on the death of the Annuitant. Subject to applicable laws, such person shall be deemed to be the designated beneficiary of the Annuitant for the purposes hereof unless such person shall predecease the Annuitant or unless the Annuitant shall, in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation. If no beneficiary has been designated or if all such beneficiaries predecease the Annuitant, the proceeds will be paid to the legal personal representatives of the Annuitant.

#### 5.13 Amendment

The Trustee may, from time to time at its sole discretion, amend this Declaration of Trust with the concurrence of authorities administering the Applicable Tax Legislation by giving at least 30 days' notice in writing to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation.

#### 5.14 Notice

Any notice given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the Account Application or at any subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.

#### 5.15 Liability

Neither the Trustee or Haywood shall be liable for ascertaining whether any investment made on the direction of the Annuitant is or remains a qualified investment for purposes of a registered retirement savings plan or for any tax payable in respect of any non-qualified investment by the Annuitant or by the trust established hereunder. The Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee and Haywood shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution in the value of the assets comprising the Fund.

## 5.16 Resignation of Trustee

The Trustee may resign as trustee and be discharged from all duties and liabilities hereunder upon at least 90 days' prior written notice to the Annuitant or such shorter notice as the Annuitant shall accept.

## 5.17 Splitting of Assets Upon Marriage Breakdown

The Trustee will, upon receiving written direction by the Annuitant, allow and arrange for the splitting of assets upon marriage breakdown and will pay or transfer, on behalf of the Annuitant, any property held thereunder to a registered retirement savings plan or a registered retirement income fund under which such Spouse or former Spouse is the annuitant if, at the time of such transfer, the Annuitant and the Spouse or former Spouse are living separate and apart and the payment or transfer is being effected pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written separation agreement, relating to a division of property between the Annuitant and such Spouse or former Spouse in settlement of rights arising out of or on the breakdown of their marriage, in accordance with paragraph 146(16)(b) of the Act.

## 5.18 No Advantage

No advantage that is conditional in any way on the existence of this Plan may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length, other than those advantages or benefits which may be permitted from time to time under paragraph 146(2) (c.4) of the Act and under any similar provisions of the applicable provincial income tax legislation.

## 5.19 Responsibility

The Trustee is ultimately responsible for the administration of the Plan pursuant to the provisions of this Declaration of Trust.

- (e) a provincial pension plan prescribed for the purpose of paragraph 60(v) of the Act as permissible under subparagraph 146.3(2)(f) (vii) of the Act.

Such transfers, together with any income therefrom, shall constitute a trust fund (the "Trust Fund") to be used, invested and held subject to the terms of this Declaration.

## 6.3 Investment

The Trust Fund shall be invested and reinvested by the Trustee, on the direction of the Annuitant, provided that such investments are qualified without being limited to investments authorized by law for trustees. The Trustee may, but need not, require any such direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances or any other property forming part of the Trust Fund from time to time, the Trustee may leave such cash or other property uninvested or may invest the same at its discretion. The Trustee shall not be responsible for ascertaining whether an investment made on the direction of the Annuitant is or remains a qualified investment or whether any such investment constitutes foreign property, or for any loss resulting from the sale or other disposition of any investment forming part of the Trust Fund.

## 6.4 Accounts

The Trustee shall maintain an account in the name of the Annuitant showing all contributions made to the Fund and all investment

transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year, statements showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.

## 6.5 Payments

The whole of the Trust Fund shall be invested, used and applied by the Trustee only for the provision of payments to the Annuitant or, if applicable, to a surviving Spouse.

In each year commencing not later than the first complete calendar year after the Fund is established, the Trustee shall make one or more payments the aggregate of which is not less than the minimum amount established in accordance with subsection 146.3(1) of the Act as amended from time to time, and not exceeding the value of the Trust Fund immediately before any payment.

The minimum amount for the year in which the Fund commences is nil.

No payment required to be made in accordance with the provisions hereof shall be capable of assignment in whole or in part. At the direction of the Annuitant, the Trustee shall in the prescribed form and manner transfer all or a part of the then current value of the Trust Fund together with all information necessary for the continuance of the Fund to another carrier of a registered retirement income fund of the Annuitant, provided that the minimum amount as defined under subsection 146.3(1) of the Act is paid to the Annuitant and that the Trustee will retain an amount equal to the lesser of:

- (a) the fair market value of the property as would, if the fair market value thereof does not decline after the transfer, be sufficient to ensure that the minimum amount under the Fund for the year in which the transfer is made may be paid to the Annuitant in the year, and
- (b) the fair market value of all the property.

After effecting the transfer on such basis, the Trustee shall be discharged from all further duties and liabilities hereunder immediately following paying all amounts required hereunder.

## 6.6 Death of Annuitant

In the event of the death of the Annuitant prior to the Trustee paying all amounts required as described in subparagraph 6.5 and upon verification of a benefit entitlement under Applicable Tax Legislation, the Trustee will take instructions from the Annuitant's beneficiary or, if the Annuitant has no beneficiary, the executor or personal representative of the Annuitant's estate, as to whether the Fund will be:

- (a) distributed in kind to the Annuitant's beneficiary or estate, as applicable; or
- (b) sold and the proceeds from the Fund distributed to the Annuitant's beneficiary or estate, as applicable.

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## PART 6: SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

Canadian Western Trust (the "Trustee") hereby declares that it agrees to act as Trustee for you (the "Annuitant") in respect of the Haywood Securities Inc. ("Haywood") Self-Directed Retirement Income Fund (the "Fund") that you have requested Haywood to create for you, upon the following terms and conditions:

### 6.1 Registration

The Trustee will register the Fund under the provisions of the Income Tax Act (Canada) (the "Act"), and any applicable provincial income tax legislation relating to retirement income funds as designated from time to time in writing by the Annuitant (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation").

### 6.2 Contributions

The Trustee shall accept only such transfer of cash or other property acceptable to it as may be directed by the Annuitant to be transferred from:

- (a) either a registered retirement income fund under which the Annuitant is the annuitant, or a registered retirement savings plan under which the Annuitant is the annuitant;
- (b) a registered retirement savings plan as a refund of premiums in accordance with paragraph 60(1) of the Act:
  - (i) following the death of the Annuitant's Spouse, or
  - (ii) where the taxpayer was dependent by reason of physical or mental infirmity, upon the annuitant whose death caused such refund of premiums;
- (c) either a registered retirement savings plan or registered retirement income fund pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or former Spouse in settlement of rights arising out of their marriage on or after the breakdown of their marriage;
- (d) a registered pension plan of which the Annuitant is a member (within the meaning assigned by subsection 147.1(1)), or a registered pension plan in accordance with subsection 147.3(5) or (7), as permissible under subparagraphs 146.3(2)(f)(v) and (vi) of the Act; or

The Trustee will require, in its sole discretion, satisfactory evidence of the death of the Annuitant and any other documents pertaining to the death of the Annuitant prior to proceeding with a request to distribute the Fund or the proceeds of the Fund less any tax under Applicable Tax Legislation and any other related fees or costs. If the Annuitant's Spouse has been designated specifically as the successor annuitant of the Annuitant as provided for in subparagraph 6.8 or by will, the Trustee shall continue the payments to the Annuitant's Spouse in accordance with the provisions of subparagraph 6.5. If the Annuitant has designated more than one beneficiary of the Fund, the Trustee will distribute the Fund or the proceeds from the Fund to each beneficiary in the amounts designated by the Annuitant. If the Trustee cannot establish a valid designation of beneficiary or beneficiaries, the Trustee will distribute the Fund to the Annuitant's estate.

### **6.7 Voting Rights**

The voting rights attached to the shares and/or units of the Fund(s) or to any other Securities registered in the name of the Trustee and credited to the Annuitant's account shall be exercised by the Trustee by proxy given in favour of the management of the Fund(s) or in favour of the management of any company, corporation, fund or other entity in question. However, the Annuitant may, by written notice received by the Trustee at least 48 hours prior to any meeting, request the Trustee to authorize the Annuitant to act as the Trustee's representative for the purpose of exercising the voting rights attached to the Securities registered in the name of the Trustee and credited to the Annuitant's account, at any meeting of security holders, whereupon the Trustee shall give such authorization to the Annuitant.

### **6.8 Designation of Successor Annuitant or Beneficiary**

The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement income fund may validly designate a beneficiary or a successor annuitant other than by will, may, in writing in form prescribed by the Trustee, and delivered to the Trustee prior to the death of the Annuitant, designate his Spouse as successor annuitant or any person as beneficiary to be entitled to receive the share of the Annuitant in the Trust Fund on the death of the Annuitant. Such person shall be deemed to be the successor annuitant or designated beneficiary, as the case may be, of the Annuitant for the purposes of the Fund unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation.

### **6.9 Ownership**

The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, mortgages, or Securities held by it for the Fund, including the right to vote or give proxies to vote in respect thereof and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

### **6.10 Delegation**

The Annuitant authorizes the Trustee to, and the Trustee may delegate to Haywood the performance of the following duties and responsibilities of the Trustee under the Fund:

- (a) to receive the Annuitant's contributions under the Fund;
- (b) to invest and reinvest the Trust Fund in accordance with the directions of the Annuitant;
- (c) to hold the assets forming the Trust Fund in safekeeping;
- (d) to maintain the Annuitant's account;
- (e) to provide statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Fund as the Trustee may determine from time to time, but in no event will the Trustee delegate the responsibility for requesting the registration of the Fund hereunder. The Trustee shall, however, remain ultimately responsible for the administration of the Fund pursuant to the provisions of this Declaration of Trust. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Haywood all or a portion of the fees paid by the Annuitant to the Trustee hereunder and

may reimburse Haywood for its out-of-pocket expenses in performing the duties and responsibilities delegated to Haywood by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that Haywood will earn normal brokerage commissions or fees on investment and reinvestment transactions processed by Haywood.

### **6.11 Trustee Fees and Expenses**

The Annuitant shall pay to the Trustee an annual administration fee in such amounts as may be fixed by the Trustee from time to time provided that the Trustee shall give at least 30 days' prior notice to the Annuitant of a change in the amount of such fees. The annual administration fee shall be payable upon establishment of the Fund. Thereafter, such fees shall be payable at a time and frequency to be determined by Haywood and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. Out-of-pocket expenses incurred by the Trustee and Haywood, in the administration of the Annuitant's account, such as certificate fees, postage, delivery charges, taxes, etc. shall be charged to the Annuitant's account.

If the Trustee and/or Haywood makes a payment or transfer of all the assets of the Fund, other than a payment pursuant to subparagraph 6.5 hereof (excluding an additional payment) or a transfer to a registered retirement savings plan or a registered retirement income fund, for which the Trustee is not trustee, the Trustee shall be entitled to deduct a special service fee from any such transfer or additional payment amount.

Notwithstanding anything herein contained, the Trustee is empowered to realize, at its sole discretion, sufficient assets forming part of the Trust Fund for payment of the fees and expenses referred to above and for payment of any taxes which may be payable in respect of the trust established hereunder. Any such realization shall be made at such price or prices as the Trustee may, in its sole discretion, determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

### **6.12 Amendment**

The Trustee may, from time to time at its discretion, amend this Declaration of Trust with the concurrence of the authorities administering the Applicable Tax Legislation by giving 30 days' notice in writing to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Fund as a registered retirement income fund within the meaning of the Applicable Tax Legislation.

### **6.13 Notice**

Any notice given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the Account Application or at any such subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.

### **6.14 Liability**

Neither the Trustee or Haywood shall be liable for ascertaining whether any investment made on the direction of the Annuitant is or remains a qualified investment for purposes of a registered retirement income fund or for any tax payable in respect of any non-qualified investment by the Annuitant or by the trust established hereunder and the Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution in the value of the assets comprising the Trust Fund.

### **6.15 Proof of Age**

The statement of the Annuitant's date of birth on the Account Application for the Fund shall constitute a certification by the Annuitant and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.

### **6.16 No Benefit or Loan**

No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length other than any benefit or

loan which may be permitted from time to time under paragraph 146.3(2)(g) of the Act.

#### **6.17 Replacement of Trustee**

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder upon 90 days' notice in writing to the Annuitant or such shorter notice as the Annuitant shall accept as sufficient. The Annuitant in like manner may terminate the services of the Trustee and may appoint a successor trustee, acceptable under the provisions of the Applicable Tax Legislation. In the event of a change of trustee, the Trustee shall transfer the balance of the Trust Fund to the successor trustee within 30 days after the effective date of such change. Such a transfer will be subject to the requirements of subparagraph 6.5 hereof and paragraph 146.3(2)(e.1) of the Act.

#### **6.18 Splitting of Assets Upon Marriage Breakdown**

The Trustee will, upon receiving written direction by the Annuitant, allow and arrange for the splitting of assets on marriage breakdown and will pay or transfer, on behalf of the Annuitant, any property held thereunder to a registered retirement savings plan or a registered retirement income fund under which such Spouse or former Spouse is the annuitant if, at the time of such transfer, the Annuitant and the Spouse or former Spouse are living separate and apart and the

payment or transfer is being effected pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written separation agreement, relating to a division of property between the Annuitant and such Spouse or former Spouse in settlement of rights arising out of or upon the breakdown of their marriage, in accordance with paragraph 146.3(14)(b) of the Act.