



# Retirement Account Application

**Agora Dealer Services Corp.**  
6285 Northam Drive, Suite 100, Mississauga, ON L4V 1X5  
Toll Free: 1-855-GO-AGORA (462-4672)  
Trade Fax: 1-888-642-4312

INTERNAL USE ONLY: ACCOUNT NUMBER \_\_\_\_\_ DEALER ACCOUNT NUMBER \_\_\_\_\_

## 1. DEALER AND ADVISOR NAME

DEALER NAME \_\_\_\_\_ DEALER NUMBER \_\_\_\_\_ DEALER REP CODE \_\_\_\_\_  
ADVISOR NAME \_\_\_\_\_ ADVISOR EMAIL \_\_\_\_\_ ADVISOR TELEPHONE NUMBER \_\_\_\_\_

## 2. PLAN/FUND INFORMATION

### CHOOSE ONLY ONE

RETIREMENT SAVINGS PLAN (RSP)     LOCKED-IN RETIREMENT ACCOUNT (LIRA)     SPOUSAL RIF     LIFE INCOME FUND (LIF)  
 SPOUSAL RSP     RESTRICTED LOCKED-IN SAVINGS PLAN (RLSP)     LOCKED-IN RIF (LRIF)     PRESCRIBED RIF (PRIF)  
 LOCKED-IN RSP (LRSP)     RETIREMENT INCOME FUND (RIF)     RESTRICTED LIFE INCOME FUND (RLIF)  
 GROUP RSP (GROUP SPONSOR NAME) \_\_\_\_\_     GROUP RIF (GROUP SPONSOR NAME) \_\_\_\_\_

## 3. PLAN/FUNDHOLDER INFORMATION

MR.     MRS.     MS.     MISS.     DR.  
FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_  
RESIDENCE ADDRESS (required - PO Box and General Delivery not acceptable)  
CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
MAILING ADDRESS (required if different from Permanent Residence Address)  
CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
HOME TELEPHONE: \_\_\_\_\_ ALTERNATE TELEPHONE: \_\_\_\_\_ DATE OF BIRTH (MM/DD/YYYY): \_\_\_\_\_ SOCIAL INSURANCE NUMBER: \_\_\_\_\_  
EMAIL \_\_\_\_\_ PRINCIPAL OCCUPATION AND INDUSTRY \_\_\_\_\_ EMPLOYER NAME: \_\_\_\_\_  
I AM A CITIZEN OF:  CANADA     USA\*    USA SSN/TIN \_\_\_\_\_ ENTER COUNTRY NAMES AND TAX IDENTIFICATION NUMBERS \_\_\_\_\_

\*US PERSONS INCLUDING US CITIZENS AND US RESIDENTS MUST PROVIDE A SOCIAL SECURITY NUMBER (SSN) ALSO REFERRED TO AS A TAXATION IDENTIFICATION NUMBER (TIN) AND IRS FORM W-9 WITH THIS APPLICATION FORM

## 4. LOCKED-IN ACCOUNT INFORMATION (complete section 3 only if this is an application for a Locked-In Account)

APPLICABLE PENSION LEGISLATION FOR LOCKED-IN ACCOUNT (LRSP, RSLP, LIF, LRIF, PRIF, RLIF):  
 BC     AB     SK     MB     ON     QC     NB     NS     NL     FEDERAL  
 My 'spouse', 'pension partner', 'common-law partner' or 'cohabiting partner', as applicable, as that term is defined in the Applicable Pension Legislation associated with this account and identified in the addendum attached hereto is; name: \_\_\_\_\_ . Or;  
 I confirm that I do not have a 'spouse', 'pension partner', 'common-law partner' or 'cohabiting partner' as that term is defined in the same Applicable Pension Legislation.

## 5. SPOUSE OR COMMON-LAW PARTNER INFORMATION (complete section 5 only if this is an application for a Spousal Account)

MR.     MRS.     MS.     MISS.     DR.  
SPOUSE OR COMMON-LAW PARTNER FIRST NAME \_\_\_\_\_ SPOUSE OR COMMON-LAW PARTNER LAST NAME \_\_\_\_\_  
SPOUSE OR COMMON-LAW PARTNER SOCIAL INSURANCE NUMBER \_\_\_\_\_



6. RIF PAYMENT AND ELECTION INFORMATION (complete section 6 if this is an application for a RIF)

I ELECT TO USE THE FOLLOWING AGE IN CALCULATING MY ANNUAL MINIMUM RIF PAYMENT AND UNDERSTAND I MAY NOT CHANGE THIS ELECTION AFTER DECEMBER 31 OF THE YEAR OF THIS APPLICATION:

PLEASE SELECT ONE: [ ] MY AGE [ ] MY SPOUSE OR COMMON-LAW PARTNER'S AGE

[ ] SPOUSE OR COMMON-LAW PARTNER FULL NAME

[ ] SPOUSE OR COMMON-LAW PARTNER DATE OF BIRTH (MM/DD/YYYY):

7. BENEFICIARY DESIGNATION

A. Subject to applicable law, I designate the named beneficiary(ies) below, who shall receive a percentage, as noted below, of any benefit payable, under my Plan/ Fund on my death. If my designated beneficiary(ies) predeceases me and no other beneficiary has been appointed, payment will be made to my estate. I understand that in the absence of a waiver for a locked-in Plan/Fund, my surviving spouse or common-law partner may be entitled to a survivor benefit under pension legislation, and any other beneficiary designated under the locked-in Plan/Fund would then be revoked. I hereby revoke any previous designations and reserve the right to revoke this designation, in writing, at any time.

Table with 3 columns: NAME OF BENEFICIARY, RELATIONSHIP, PERCENTAGE. Includes rows for ESTATE OF, ESTATE, and a TOTAL row.

B. [ ] For RIF Accounts only: Where permitted by law, I elect to designate my spouse or common-law partner as the successor annuitant under my RIF Account in the event of my death provided my spouse or common-law partner survives me.

[ ] SPOUSE OR COMMON-LAW PARTNER FULL NAME

[ ] SPOUSE OR COMMON-LAW PARTNER SOCIAL INSURANCE NUMBER

8. THIRD PARTY DETERMINATION

Will this account be used on behalf of a third party? (A third party is an individual or an entity, other than the account holder or those authorized to give instructions about the account who directs the activity in the account. This does include individuals such as a Power of Attorney)

[ ] Yes [ ] No

If yes, please provide the name, address and principal business or occupation of the third party and the nature of the relationship with that third party. If the third party is an individual, please provide their date of birth. If the third party is a corporation, please provide the incorporation number and place of incorporation.

[ ] NAME OF THIRD PARTY

[ ] DATE OF BIRTH (MM/DD/YYYY):

[ ] INCORPORATION NUMBER (FOR CORPORATIONS):

[ ] PLACE OF INCORPORATION (FOR CORPORATIONS):

[ ] NATURE OF RELATIONSHIP BETWEEN CLIENT AND THIRD PARTY

[ ] PRINCIPAL BUSINESS OR OCCUPATION AND INDUSTRY:

[ ] ADDRESS:

[ ] CITY

[ ] PROVINCE

[ ] POSTAL CODE

POLITICALLY EXPOSED PERSON DECLARATION

Are you or any of your prescribed family members (spouse or common-law partner, child, mother, father, mother-in-law, father-in-law, brother, sister, half-brother or half-sister) a:

- Politically Exposed Domestic Person? [ ] Yes [ ] No
Politically Exposed Foreign Person? [ ] Yes [ ] No
Head of an International Organization? [ ] Yes [ ] No

A Politically Exposed Domestic Person is defined as an individual who holds or has held one of the following offices or positions (Federal or Provincial): Governor General, Lieutenant Governor or head of government, member of the Senate or House of Commons or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a corporation wholly-owned directly by Her Majesty in right of Canada or a province, head of a government agency, judge of an appellate court in a province or the Federal Court of Appeal or the Supreme Court of Canada, leader or president of a political party represented in a legislature, or a mayor (municipal).

A Politically Exposed Foreign Person is defined as an individual who holds or has held one of the following offices or positions in or on behalf of a country: head of state or government, member of an executive council of government or member of a legislature, deputy minister or equivalent rank, ambassador or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a state-owned company of a state-owned bank, head of a government agency, judge of a supreme court, constitutional court or other court of last resort, or leader or president of a political party represented in the legislature.

The Head of an International Organization is defined as an individual who holds one of the following offices or positions: head of an international organization established by the governments of states or head of an institution established by an international organization.



9. ANNUAL ACCOUNT FEES

The method chosen below will apply to all of your annual fee accounts with Agora Dealer Services Corp. and replaces any previously chosen method. I request that my annual account fees, until I direct otherwise in writing, be collected from (select one):

- A My chequeing account - Void cheque attached. This bank account will be used each year, on or about June 1, for the withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your ADSC account(s). Please see the below Pre-Authorized Debit (PAD) Terms and Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.
B Cash in my account - Note: I understand if there is insufficient cash available in my account the fee can/ may be collected by redeeming assets from my account. I am aware that a transaction fee will apply. I am aware that there may be a tax consequence. ADSC has established a hierarchy of investments for collecting fees as detailed in section h) of the account agreement.)

10. AGREEMENT FOR FEE PAYMENT BY PRE-AUTHORIZED DEBIT (PAD)

I hereby authorize Agora Dealer Services Corp (ADSC) to debit the following bank account for payment of annual administration fees and I have attached a sample void cheque for the account being debited.

Banking Information

Form fields for banking information: FINANCIAL INSTITUTION, BRANCH ADDRESS, CITY, PROVINCE, POSTAL CODE, TRANSIT NUMBER, BANK ACCOUNT NUMBER, PLAN/FUNDHOLDER SIGNATURE, DATE (MM/DD/YYYY)

For purposes of this Section 10, the following terms have the following meanings:

- FI means Financial Institution;
Payor means the person(s) that pre-authorize the issuance of a PAD and whose account is to be debited with the amount of the PAD;
Pre-Authorized Debit or PAD means a pre-authorized payment in paper, electronic, or other form drawn pursuant to a PAD agreement on an account of my choosing as Payor held by my FI.
In this Section 9, I, We, My, Me, Our and Us refers to the Payor;
I/We understand and undertake that:

- 1. This authorization is for the benefit of ADSC and my/our FI. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payments Association.
2. Giving this authorization to ADSC is the same as giving it to my/our FI.
3. My/Our FI is not required to verify that the PAD conforms with my/our authorization.
4. My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled.
5. Revoking this authorization does not terminate any contract between ADSC and me/us. My/Our authorization applies only to the method of payment and has no bearing otherwise on any contract.

- 6. Any personal information within this authorization required by my/our FI may be released to them.
7. I will inform ADSC in writing of any change to the account information provided herein at least 10 business days prior to the next scheduled payment date of the PAD.
8. I may cancel this authorization by advising ADSC of this revocation 10 days prior to the next date of the PAD. I understand that I/we may obtain a sample cancellation form or further information on my/our right to cancel this agreement at my/our FI or by visiting www.cdnpay.ca.
9. I/We have certain recourse rights if a debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit www.cdnpay.ca.

I/We authorize the processing, by ADSC, of a fixed, personal PAD for payment of annual administration fees in accordance with Section 10 hereof through my/our bank account, the details of which appear on the attached void cheque.

I/We agree to the terms and conditions of this agreement as stated herein.

Form fields for signatures: BANK ACCOUNT OWNER SIGNATURE, CO-ACCOUNT OWNER SIGNATURE, DATE (MM/DD/YYYY)

11. SHAREHOLDER COMMUNICATION INFORMATION

CLIENT RESPONSE FORM

I have read and understood the National Instrument 54 -101 Explanation To Clients that you have provided me in connection with this application form and the choices indicated by me apply to all of the securities held in the account.

PART 1 - DISCLOSURE OF BENEFICIAL OWNERSHIP INFORMATION

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to Agora Dealer Services Corp disclosing your name, address, electronic mail address, securities holdings and preferred language of communication to issuers of securities you hold with Agora Dealer Services Corp and to other persons or companies in accordance with securities law.

- I OBJECT to you disclosing the information described above
I DO NOT OBJECT to you disclosing the information described above.



**PART 2 - RECEIVING SECURITY HOLDER MATERIALS**

Please mark the corresponding box to show what materials you want to receive. "Securityholder materials sent to beneficial owners of securities" consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

- I WANT** to receive ALL securityholder materials sent to beneficial owners of securities.
- I DECLINE** to receive ALL securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.)
- I WANT** to receive ONLY proxy-related materials that are sent in connection with a special meeting.

**PART 3 - PREFERRED LANGUAGE OF COMMUNICATION**

Please mark the corresponding box to show your preferred language of communication.

- French
- English

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

I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.

**12. PLANHOLDER/ FUNDHOLDER ACKNOWLEDGEMENT AND AUTHORIZATION**

Please read the Declaration of Trust and the Account Agreement attached to this application for important Terms and Conditions that apply to your account.

I hereby certify that the information in this application is complete and accurate. I acknowledge that I have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I undertake to advise my Dealer in writing of any change to the information in this application. I acknowledge that I have read and agree to be bound by the attached Pre-Authorized Debit (PAD) Terms and Conditions. If I am participating in a Group RSP or RIF, I authorize and appoint the Group Sponsor in Section 2 as my Agent to act on my behalf for the purposes of administering the Group RSP or RIF and investing the Plan/Fund Assets.

I acknowledge having received a current fee schedule with this Account Application.

**Privacy Protection** - By signing this application form below, I acknowledge reading the Privacy Protection Notice attached to this application and I consent to my personal information being collected, held, used and disclosed (i) by each company with whom I have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducing Dealer as necessary for the purpose of carrying out the functions described in clause (b) of the Account Agreement attached to this application. If I have had provided information concerning any other person, I confirm that I am authorized to provide such information.

To: Canadian Western Trust Company, Suite 300, 750 Cambie Street, Vancouver BC, V6B 0A2

Where my application is for an Agora Dealer Services Corp. Retirement Savings Plan (the "Plan") or an Agora Dealer Services Corp. Retirement Income Fund (the "Fund"), please apply for registration of my Plan or Fund as a Registered Retirement Savings Plan or a Registered Retirement Income Fund under the Income Tax Act (Canada). I certify that the information contained in this application is true and correct and I have received, read and agree to the terms of the applicable Declaration of Trust and the applicable Locking-In Supplement or Addendum and to all the amendments that I may receive to these terms in the future. I acknowledge if funds are being transferred to Locked-In RSP/LIRA, RLSP, LIF, LRIF, RLIF or PRIF, they will be locked-in and subject to the pension legislation indicated on this application. I agree to provide, on request, proof of age for myself and, if applicable, my spouse or common-law partner and such further information as may be required in connection with the registration and administration and administration of my account. I understand that benefits paid out under the account may constitute taxable income under the terms of the Income Tax Act (Canada) and/or similar provincial or territorial legislation.

<b>X</b>	
SIGNATURE OF PLANHOLDER/ FUNDHOLDER	DATE (MM/DD/YYYY):
<b>X</b>	
SIGNATURE OF PLANHOLDER/ FUNDHOLDER'S SPOUSE/ COMMON-LAW PARTNER	DATE (MM/DD/YYYY):
<b>X</b>	
ACCEPTED BY AGORA DEALER SERVICES CORP. (AS AGENT FOR CANADIAN WESTERN TRUST COMPANY)	DATE (MM/DD/YYYY):



13. IDENTITY VERIFICATION

Identity verification is required for each Planholder/ Fundholder. Dealers must supply ADSC with an exact reproduction of the identity document supplied by the Planholder/ Fundholder to the Dealer. ADSC will accept a valid, legible reproduction of one of the following:

- Driver's license
- Passport
- Provincial identification card

IDENTITY VERIFICATION OF PRIMARY ACCOUNT HOLDER

Form with fields for DOCUMENT TYPE, ID CODE, ID NUMBER, PLACE OF ISSUE, EXPIRY DATE, NAME, ISSUING JURISDICTION, ISSUING COUNTRY, and DATE OF ISSUE.

DEALER VERIFICATION

I verify that: I have seen the original document indicated herein The identification provided by the individual(s) is valid and has not expired and I have verified that the person shown in the photo ID is the person who appeared before me.

Form with fields for NAME, SIGNATURE (with 'X' mark), and DATE OF ID VERIFICATION.

14. DEALER/ADVISOR INFORMATION

- A) Do you have a direct or indirect interest in the account other than interest in commissions charged?
B) Are you registered in the province in which the applicant resides?
C) Have you personally met the applicant?
D) How long have you known the applicant?
E) How did you come to know the applicant?
F) Has a credit check been done?

DEALER/ADVISOR ACKNOWLEDGEMENT

Form with fields for SIGNATURE OF ADVISOR (with 'X' mark), BRANCH MANAGER APPROVAL, and DATE.

## 15. ACCOUNT AGREEMENT

Throughout this Account Agreement, the terms “I”, “me” and “my” mean the Agora Dealer Services Corp. Individual/ Joint Investment Account holder, in consideration of Agora Dealer Services Corp. (“ADSC”) accepting this account,

I acknowledge and agree that:

a) I have engaged my Dealer/advisor as my agent. ADSC is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my advisor or on behalf of my Dealer or advisor. ADSC is under no obligation to verify that my Dealer or advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.

b) My Dealer and ADSC have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:

### Role of My Advisor

My advisor is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.

### Role of My Dealer

Canadian securities regulations require that my advisor work under the authority of a dealer. My Dealer (the Introducing Dealer) and ADSC have entered into an Introducing/Carrying Dealer Arrangement. My Dealer is responsible for the opening and approval of new accounts and for supervising my advisor including ensuring that investments and trading activity in my account are suitable for me.

### Role of ADSC

ADSC, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. ADSC is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, ADSC relies on the manager of the mutual fund to issue trade confirmations as permitted by MFDA Rules.

**ADSC does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any investment advice given to me by my advisor or my Dealer.**

**Also ADSC is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my advisor, my Dealer or my employer for group accounts.**

ADSC is responsible for and maintains in its name, trust accounts established for the purpose of holding cash received from me and all cheques received from me shall be made payable to ADSC except in circumstances where my Dealer is permitted by securities regulations to operate a trust account.

### Role of the Trustee

The Trustee is the trustee of your registered plans. The Declaration of Trust included in the registration plan application form and in the account opening mailing is the contract governing any registered plans. The Trustee has appointed ADSC as its agent, and may appoint other agents, to provide services to my registered plans in compliance with the Declaration of Trust.

c) The Trustee and /or ADSC has the right to reject any of my instructions, or to sell any securities in this account for legal, regulatory or eligibility reasons.

d) I am responsible for all commissions payable in respect of all trades in this account.

e) I acknowledge that I am responsible for all trades placed by me, my Dealer or my advisor and I must pay for the trade at the time the trade is placed.

f) ADSC will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by ADSC to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, ADSC provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income and issuing statements.

g) I will pay the Trustee and /or ADSC any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and /or ADSC can sell securities in this account or otherwise deduct from this account any amounts owing to them.

h) ADSC may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account ADSC has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:

- (i) Cash
- (ii) High Interest Investment Account
- (iii) Front-end money market funds/t-bill funds
- (iv) Other front-end mutual funds
- (v) Deferred sales charge money market funds/t-bill funds

(vi) Other deferred sales charge mutual funds

(vii) Front-end money market funds/t-bill funds (non-electronic)

(viii) Other front-end mutual funds (non-electronic)

(ix) Deferred sales charge money market funds/t-bill funds (non-electronic)

(x) Other deferred sales charge mutual funds (non-electronic)

(xi) Front-end asset allocation mutual funds/dollar cost averaging mutual funds

(xii) Front-end capped funds

(xiii) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds

(xiv) Deferred sales charge capped funds

(xv) Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily redeemable

(xvi) Labour-sponsored mutual funds

(xvii) Other mutual fund investments including exchange traded funds

(xviii) Other investments

i) I will deliver any securities that I sell to ADSC promptly if not held by ADSC. If I do not, ADSC may purchase the security at my expense.

j) I will notify ADSC in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices

k) Each of ADSC and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of ADSC and my Dealer also have the right to use banking information, including without limitation with respect to any deposit account I may have in connection with the provision of services to me.

l) I will advise ADSC of any changes to this account in writing.

m) I acknowledge that any update to my personal information will apply to all accounts in my client record. n) ADSC may, from time to time, amend the terms of this Account Agreement, including a new fee or amending the fees outlined in the Account Fee Schedule after giving me no less than 60 days notice of the new or amended fees.

o) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, ADSC agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and ADSC.

p) ADSC will act as principal in fixed income transactions. For trades in fixed income securities, for example Canadian issued bonds, the purchase price includes a mark-up and the sale price includes a mark-down. For purchases, this mark-up will reduce the yield that I receive. For sells, this mark-down will reduce the sale proceeds that I receive. This mark-up or mark-down represents compensation to ADSC and/or my Dealer for providing me with access to Canadian fixed income markets. The mark-up or mark-down may be negotiable with my Dealer. ADSC has established maximum mark-ups and mark-downs. The maximum is calculated as a percentage of the par value and will vary depending on the term to maturity and the issuer of the debt security.

q) ADSC will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on the trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by ADSC, or others engaged by ADSC, and each may earn revenue, in addition to the applicable commissions, based on the difference between the bid/ask rates for the currency and ADSC, or others engaged by ADSC, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.

r) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.

s) The parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.



## National Instrument 54-101 Explanation to Clients

The securities in the Account with us are not registered in your name but in the name of ADSC or its nominees. The issuers of the securities in your Account may not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your Account.

### Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuers' securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the Client Response Form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information by us, please mark the first box in Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending security holder materials to you. If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by our agent or us in accordance with our Agreement with you.

### Receiving Security Holder Materials

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

In addition, reporting issuers may choose to send other security holder materials to beneficial owners, although they are not obliged to do so. Securities law permits you to decline to receive security holder materials. The three types of materials that you may decline to receive are:

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

Part 2 of the Client Response Form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Client Response Form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form. If you want to receive ONLY PROXY-RELATED materials that are sent in connection with a special meeting, please mark the third box in Part 2 of the form. (Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through Agora Dealer Services Corp. or its agents in accordance with our Agreement with you if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

### Preferred Language of Communication

Part 3 of the Client Response Form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

## Agora Dealer Services Corp. Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group plan" We agree to act as trustee for your Agora Dealer Services Corp. Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. Registration:  
We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada. (collectively, "Applicable Tax Legislation") If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. Purpose of the Plan:  
The primary purpose of the Plan is to hold contributions accepted by it and to accumulate and invest funds in order to provide retirement income to you in accordance with the Act.
3. Dealer:  
In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor or dealer, or on behalf of your investment advisor or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. Your Responsibility: You are responsible for:
  - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
  - (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Act;
  - (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Act and immediately notifying us if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Act;
  - (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the Act;
  - (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market price. You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. 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 your Plan under the Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
5. Trustee's Responsibility: The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. 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, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
6. Contributions:  
Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains



# Retirement Account Application

accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 11 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.

## 7. Investments:

Plan assets will be invested and reinvested from time to time in accordance with your investment instructions or those of a Dealer, which must comply with requirements imposed by us in our sole discretion. We are not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for an RRSP. We will only act on your instructions, or those of a Dealer if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you or a Dealer. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.

## 8. Accounting:

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

- Contributions to the Plan;
- Name, amount and cost of investments purchased or sold by the Plan;
- Purchases and sales of investments we hold for you in the Plan;
- Any income or loss earned or incurred by the Plan;
- Withdrawals, transfers and any other payments from the Plan; and
- The balance of the Plan. We will send you a quarterly statement of your account. Before April of each year, the Trustee will provide any applicable tax reporting required to be filed with your, your spouse or common-law partner, personal income tax return for the previous year.

9. Withdrawals: Upon receipt of satisfactory instructions from you or a Dealer, to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing written instructions, from you or a Dealer, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.

10. Refunds of Excess Contributions: You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing written instructions, from you or a Dealer, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.

11. Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.

## 12. Transfers from the Plan:

You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.

## 13. Transfers for Division of Property:

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

## 14. Locked-In Plan Assets:

If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

## 15. Group RSP:

If the Plan is part of a Group RSP. You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:

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

## 16. Fees:

We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

## 17. Designation of Maturity Date:

You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.

## 18. Maturity of the Plan:

The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:

- An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of the time calculated in accordance with the formula set out in paragraph (b) of this Clause 18, or
- An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3) (b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the RIF and to register such RIF under Applicable Tax Legislation.

## 19. Date of Birth and Social Insurance Number:

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

## 20. Designation of Beneficiary:

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

## 21. Death of a Planholder:

Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior





# Retirement Account Application

to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.

## 22. Ownership and Voting Rights:

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

## 23. Notices:

Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

## 24. Restrictions:

No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by paragraph 146(2)(c) of the Income Tax Act (Canada).

## 25. Amendments:

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

## 26. Delegation of Duties:

Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties including but not limited to accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representative and responding to your concerns, and required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.

## 27. Execution of Trades:

When executing trades for your Plan, we may engage the services of:

- (a) brokers or investment dealers registered under applicable securities laws;
- (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and
- (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.

## 28. Custodian:

We may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that: (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan, (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities. We may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Limited, the Depository Trust Company or any other properly authorized domestic or foreign depository.

## 29. Liability of Canadian Western Trust Company:

We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under

Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

## 30. Indemnification:

You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

## 31. Successor Trustee:

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

## 32. Notice to you:

Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.

## 33. Notice to the Trustee:

Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to it by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to it by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to it and received by it at the time of actual receipt by the Administrator.

## 34. Governing Law:

This declaration will be governed, construed and enforced in accordance with the laws of the Province of British Columbia and Canada except that where circumstances require, the terms "spouse" and "common-law partner" as used in this declaration will be recognized in accordance with the Act.

## 35. Binding:

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

## 36. Non-Qualified Investments:

We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.

## Agora Dealer Services Corp. Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as the fundholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund" We agree to act as trustee for your Agora Dealer Services Corp Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:



# Retirement Account Application

## 1. Registration:

We will apply to register the Fund under the Income Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund "RRIF" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.

## 2. Purpose of the Fund:

The primary purpose of the Fund is provide retirement income to you in accordance with the Act. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.

## 3. Dealer:

In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Fund as your investment advisor or dealer, or on behalf of your investment advisor or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

## 4. Your Responsibility:

You are responsible for:

- selecting investments for your Fund and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
- ensuring that contributions to your Fund do not exceed the maximum contribution limits permitted by the Act;
- ensuring that the investments held in your Fund are at all times qualified investments for your Fund under the Act and immediately notifying the us if an investment held in your Fund is or becomes a non-qualified investment for your Fund under the Act;
- providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the Act;
- providing the Trustee, upon request, with the current fair market value of any investment held in your Fund for which there is no published market price. You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Fund. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Fund. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Fund, except for those taxes, interest and penalties, if any, imposed on the Trustee by the Act that are not reimbursable to the Trustee from your Fund under the Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

## 5. Trustee's Responsibility:

The Trustee is ultimately responsible for the administration of your Fund. The Trustee is not authorized to select investments for your Fund and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the Act that are not reimbursable to the Trustee from your Fund under the Act, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.

## 6. Investments:

Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment instructions or those of a Dealer, which must comply with requirements imposed by us in our sole discretion. We are not authorized to select investments for your Fund and will not assess the merits of the investments selected by you or a Dealer. These amounts will be called the "Fund Assets". Your Fund will not be limited to investments authorized bylaw governing the investments of property held in trust other than the investment rules imposed by the Act for an RRIF. We will only act on your instructions, or those of a Dealer if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you or a Dealer. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.

## 7. Accounting:

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

- Transfers to the Fund;
- Name, amount and cost of investments purchased or sold by the Fund
- Purchases and sales of investments we hold for you in the Fund;
- Any income or loss earned or incurred by the Fund;

e. Minimum payment information;

f. Withdrawals, transfers and any other payments from the Fund; and

g. The balance of the Fund.

We will send you a quarterly statement of your account. Before April of each year, the Trustee will provide any applicable tax reporting required to be filed with your, your spouse or common-law partner, personal income tax return for the previous year.

## 8. Transfers to the Fund:

You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.

## 9. Transfers from the Fund:

You may request a transfer of all or a part of the Fund Assets to an RRSP or a RRIF that is registered under Applicable Tax Legislation under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and Applicable Tax Legislation. Once the transfer is issued, we no longer have any liability or duty to you for the Fund Assets transferred.

## 10. Transfers for Division of Property:

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

## 11. Locked-In Fund Assets:

If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

## 12. Retirement Income Payments from the Fund:

Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.

## 13. Group RIF:

If the Fund is part of a Group RIF, you are required to be an employee or member, or spouse of the employee or member, of the sponsoring organization of the Group RIF named in the Account Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you will provide us with written instructions to transfer the Fund to an RRSP, if eligible, or RRIF with us or another financial institution which is not a part of the Group RIF and under which you are the annuitant. If we do not receive your written instructions within 15 days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer the Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.

## 14. Successor Annuitant:

At any time, you may elect for your spouse or common-law partner to receive payments after your death



for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.

#### 15. Fees:

We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

#### 16. Date of Birth and Social Insurance Number:

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

#### 17. Designation of Beneficiary:

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

#### 18. Death of a Fundholder:

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

#### 19. Ownership and Voting Rights:

The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws. 20. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

#### 21. Restrictions:

No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's length and payments under the retirement income fund may not be assigned in whole or in part in accordance with paragraph 146.3(2)(b) of the Act.

#### 22. Amendments:

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

#### 23. Delegation of Duties:

Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties including but not limited to accepting contributions to your Fund, executing investment instructions, safekeeping the assets of your Fund, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representative and responding to your concerns, and required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

#### 24. Execution of Trades:

When executing trades for your Fund, we may engage the services of:

(a) brokers or investment dealers registered under applicable securities laws; (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.

#### 25. Custodian:

We may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your

Fund, provided that: (a) the depository may not offset any debt or obligation owing to the depository against assets of your Fund, (b) the assets of your Fund may not be pledged, assigned or otherwise encumbered, and (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities. We may arrange for the deposit and delivery of any investments of your Fund with The Canadian Depository for Securities Limited, the Depository Trust Company or any other properly authorized domestic or foreign depository.

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

We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Fund directly from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers by the Fund, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

#### 27. Indemnification:

You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

#### 28. Successor Trustee:

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

#### 29. Notice to you:

Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by prepaid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.

#### 30. Notice to the Trustee:

Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to it by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to it by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to it and received by it at the time of actual receipt by the Administrator.

#### 31. Governing Law:

This declaration will be governed, construed and enforced in accordance with the laws of the Province of British Columbia and Canada except that where circumstances require, the terms "spouse" and "common-law partner" as used in this declaration will be recognized in accordance with the Act.

#### 32. Binding:

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

#### 33. Non-Qualified Investments:

We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.