

# TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

***Dynamic Funds***<sup>®</sup>  
*Invest with advice.*

**DYNAMICEDGE  
PORTFOLIOS**



**Head Office**

Dynamic Funds Tower  
1 Adelaide St. E., Ste. 2900  
Toronto, ON M5C 2V9  
Tel: 416-363-5621 or 1-866-977-0477  
Fax: 416-363-4179 or 1-800-361-4768

**Client Relations Centre**

Toll Free: 1-800-268-8186  
Tel: 514-908-3212 (English)  
Tel: 514-908-3217 (French)  
Email: [service@dynamic.ca](mailto:service@dynamic.ca)

# TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

NEW ACCOUNT  
EXISTING ACCOUNT # \_\_\_\_\_

Complete this form to set up your Tax-Free Savings Account or to make changes to your existing Tax-Free Savings Account information. Please send the completed copy of this form to 1832 Asset Management L.P. ("1832") at Dynamic Funds Tower, 1 Adelaide St. E., Ste. 2900, Toronto, Ontario M5C 2V9.

## 1. HOLDER INFORMATION

Language Preference:  ENGLISH  FRENCH

MR.  MRS.  MISS  MS.  DR.

SURNAME  FIRST NAME AND INITIALS

ADDRESS

CITY  PROVINCE

POSTAL CODE  EMAIL ADDRESS

HOME TELEPHONE ( )  BUSINESS TELEPHONE ( )  - EXT.

SOCIAL INSURANCE NUMBER  (MANDATORY) DATE OF BIRTH  (MANDATORY) (must be age of majority in province of residence)  
DAY MONTH YEAR

## 2. DEALER AND ADVISOR INFORMATION

DEALER NUMBER  (MANDATORY) ADVISOR NUMBER  (MANDATORY) DEALER ACCOUNT NUMBER

DEALER NAME  ADVISOR NAME

BUSINESS TELEPHONE ( )  - EXT.  FAX NUMBER ( )

DEALER EMAIL ADDRESS  ADVISOR EMAIL ADDRESS

## 3. SUCCESSOR HOLDER/BENEFICIARY DESIGNATION

In some provinces, a beneficiary designation or revocation may only be made by will. Also, your beneficiary designation may not automatically change as a result of a future marriage or marriage breakdown; you may need to complete a new designation in the future for this purpose. Where permitted by law, I designate my spouse or common-law partner to become the holder and acquire all of my rights as the holder of the Account in the event of my death before the termination of their TFSA, if he or she survives me. If my spouse or common-law partner does not survive me, I designate the person(s) named below as my beneficiary(s) under the Account and hereby revoke all prior designations. I reserve the right to revoke this designation. If a beneficiary predeceases me, I direct that their percentage allocation be divided equally among the surviving beneficiary(s). I acknowledge that it is my sole responsibility to ensure that the beneficiary designation is effective and is changed when appropriate. In the absence of a valid beneficiary designation, the proceeds of this Account will be paid to your Estate.

SPOUSE OR COMMON-LAW PARTNER'S SURNAME	FIRST NAME	SOCIAL INSURANCE NUMBER

BENEFICIARY'S SURNAME	FIRST NAME	SOCIAL INSURANCE NUMBER	RELATIONSHIP	ALLOCATION
				%
				%
				%

## 4. INVESTMENT SELECTION

PLEASE PROCESS MY DEPOSIT AND/OR TRANSFER(S) AND MAKE THE INVESTMENTS IN THE FUNDS I HAVE SELECTED.

T2033 OR TRANSFER AUTHORIZATION FORM ATTACHED  T2151 FORM ATTACHED  T2220 FORM ATTACHED

**US Dollar Funds are not available.**

FUND NAME	FUND CODE FE	FE FEE* %	FUND CODE LL	FUND CODE DSC	INITIAL INVESTMENT <input type="checkbox"/> \$ <input type="checkbox"/> %	SYSTEMATIC WITHDRAWAL PLAN <input type="checkbox"/> \$ <input type="checkbox"/> %	PRE-AUTHORIZED CHEQUING PLAN \$	OPTIONAL AUTOMATIC REBALANCING SERVICE
							\$	%
							\$	%
							\$	%
							\$	%
							\$	%
							\$	%

\*Front end fee is zero unless otherwise specified.

TOTAL	TOTAL Now complete section 7.	TOTAL Now complete section 8.	TOTAL Now complete section 9.
-------	-------------------------------------	-------------------------------------	-------------------------------------

**5. SMART PLAN OPTION**

TRANSFER SECURITIES FROM ONE FUND TO ANOTHER FUND WITHIN THE SAME ACCOUNT.  TRANSFER SECURITIES TO ANOTHER ACCOUNT #

START DATE:  DAY MONTH YEAR      END DATE:  DAY MONTH YEAR      FREQUENCY:  MONTHLY  QUARTERLY  SEMI-ANNUALLY  ANNUALLY

AMOUNT <input type="checkbox"/> Securities <input type="checkbox"/> \$ <input type="checkbox"/> %	NAME OF FROM FUND	FUND CODE	NAME OF TO FUND	FUND CODE

Please accept this authorization to switch from the fund noted above to the other fund(s) in the amount indicated. A Smart Plan allows a pre-arrangement to convert or switch a specified amount (\$100 Minimum) of one fund to another fund on a monthly, quarterly, semi-annual or annual basis.

**6. DISTRIBUTIONS**

VOID CHEQUE REQUIRED

ALL DISTRIBUTIONS WILL BE REINVESTED INTO SECURITIES OF THE SAME FUNDS UNLESS INDICATED OTHERWISE.

DEPOSIT DIRECTLY INTO BANK ACCOUNT  
 MAIL CHEQUE TO HOME ADDRESS       REINVEST DISTRIBUTIONS INTO THE FOLLOWING FUND(S):

FROM FUND NAME	FUND CODE	TO FUND NAME	FUND CODE	HOLDERS OF SERIES T UNITS	
				MUST EQUAL 100%	
				% TO BE PAID IN CASH (0-100%)	% TO BE REINVESTED (0-100%)

Distributions are automatically reinvested and can be paid in cash. Cash distributions are not available for Money Market Funds or the Dollar Cost Averaging Fund (DCAF). Holders may elect to receive all or part of a distribution in cash. Please specify above the percentage of distributions to be paid to you in cash and/or to be reinvested in additional securities of a Fund.

**7. SYSTEMATIC WITHDRAWAL PLAN**

VOID CHEQUE REQUIRED

START DATE:  DAY MONTH YEAR      FREQUENCY:  MONTHLY  QUARTERLY  SEMI-ANNUALLY  ANNUALLY

Please accept this authorization to redeem sufficient securities to provide a payment of \$   GROSS or  NET OF FEES  
 Unless otherwise specified, the systematic withdrawal will be provided as a gross payment.

SET-UPS AND CHANGES ARE REQUIRED 5 BUSINESS DAYS PRIOR TO CREDIT DATE.

**8. PRE-AUTHORIZED CHEQUING PLAN (PAC)**

VOID CHEQUE REQUIRED

START DATE:  DAY MONTH YEAR      FREQUENCY:  WEEKLY  EVERY TWO WEEKS  TWICE A MONTH\*  MONTHLY  
 EVERY TWO MONTHS  QUARTERLY  TWICE A YEAR  ANNUALLY \* 15th and end of month

Signature(s) required if Depositor(s) is/are other than the Holder indicated in Section 1. For a joint bank account, each account holder must sign if more than one signature is required on cheques issued against the account. I/We hereby authorize and request 1832 to draw on my/our account as referred to on the attached void cheque to purchase investment fund securities as indicated in Section 4. Should my cheque be returned due to insufficient funds, I understand that a \$25.00 handling fee will be charged to my 1832 account. I/We acknowledge that I/we have read and agree to be bound by the Pre-Authorized Chequing Plan Terms and Conditions attached to this application.

\_\_\_\_\_  
 SIGNATURE OF SIGNATORY ON BANK ACCOUNT  
 For payments from corporate bank accounts, please provide Corporate Resolution.

\_\_\_\_\_  
 SIGNATURE OF CO-SIGNATORY ON BANK ACCOUNT

SET-UPS AND CHANGES ARE REQUIRED 5 BUSINESS DAYS PRIOR TO DEBIT DATE.

**9. OPTIONAL AUTOMATIC REBALANCING SERVICE**

**Dynamic Portfolio Service** – is available to investors that maintain a minimum account balance of \$1,000 invested among eligible Dynamic Funds. Most Dynamic Funds are eligible to participate in this service. U.S. Dollar Funds, Hedge Funds, Dynamic Dollar Cost Averaging Fund, Dynamic Venture Opportunities Fund, Protected Funds and Marquis Products are not eligible. A full list of Dynamic Funds eligible to participate is specified in the Dynamic Reference Guide.  
 **Marquis Portfolio Service** – is available to investors of the Marquis Investment Program that maintain a minimum balance of \$10,000 invested among the Marquis Products. The Dynamic Funds eligible for the Marquis Investment Program are also eligible to participate in this service. A full list of Marquis Products eligible to participate is specified in the Marquis Reference Guide.

REBALANCING TRIGGER:  ± 2.5%  ± 5.0%  ± 7.5%  ± 10.0%  ± 15.0%      REBALANCING FREQUENCY:  MONTHLY  QUARTERLY  SEMI-ANNUALLY  ANNUALLY

Please note rebalancing is only permitted between funds of the same load type.

I hereby authorize 1832 to automatically rebalance my account without further notice on the last Friday prior to the end of my selected rebalancing frequency and based on the rebalancing trigger provided above by investing and switching among Units of the Securities to return to my asset mix as indicated in Section 4 of this application form. I also understand that rebalancing may also trigger redemption fees on Units where deferred sales charges apply.

I understand that if one or more of my Funds are fully redeemed or switched from my account, the asset mix will not be updated and will remain unchanged unless 1832 receives written instructions with my signature. I agree to bear all the risks associated with my rebalancing decisions.

\_\_\_\_\_  
 HOLDER SIGNATURE  
**ENSURE SECTION 4 IS COMPLETED.**

## 10. SPECIAL INSTRUCTIONS

---

---

---

---

## 11. AUTHORIZATION

I certify that the information contained in this Application is true and complete and that I have read and agree to comply with the applicable terms and conditions stated in this Application. I further acknowledge receipt of a copy of the current prospectus(es) of the Fund(s) in which I am investing.

I request that The Bank of Nova Scotia Trust Company act as Trustee to my 1832 Tax-Free Savings Account and to file with the Minister of National Revenue an election to register the qualifying arrangement as a Tax-Free Savings Account under section 146.2 of the *Income Tax Act* (Canada) and any applicable provincial income tax legislation. I have read and agree to be bound by the terms and conditions set out in the Declaration of Trust set forth on the reverse side hereof and forming part of this Application. I agree to provide, on request, proof of age for myself and such further information as may be required in connection with the registration and administration of my Account.

Should the Account not qualify to be registered as a Tax-Free Savings Account and does not satisfy the registration requirements of the Canada Revenue Agency, the Holder authorizes the Agent to open an Investment Account with 1832 in his or her name and transfer and maintain the Account assets into that Investment Account. The Holder acknowledges that he or she will be solely responsible for any taxes or tax consequences as a result of or relating to this transfer into the Investment Account and the assets being held in that Account.

I acknowledge that I have requested this subscription and all documents, notices and proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Je reconnais avoir demandé à ce que ce formulaire ainsi que tous les documents conclus, avis donnés et procédures intentées relies, directement ou indirectement aux présentes, soient rédigés en anglais.

### PRIVACY POLICY

By signing this application form, I acknowledge reading 1832's standards for privacy and protection which are disclosed below and I consent to my personal information being collected, held, used and disclosed by 1832 to administer my **Tax-Free Savings Account**. My personal information may be shared with others outside 1832 in limited circumstances including, but not limited to, third party service providers, my financial advisor and dealer and as required or permitted by law. I acknowledge that I may obtain 1832's Privacy Policy by calling toll free 1-800-268-8186, or by visiting [www.dynamic.ca](http://www.dynamic.ca).



\_\_\_\_\_  
HOLDER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF ACCEPTANCE  
This application is accepted by 1832 Asset Management L.P. As Agent for The Bank of Nova Scotia Trust Company

## PROTECTING YOUR PRIVACY

1832 Asset Management L.P. is committed to providing investors with the highest standard of service. As part of our commitment, we protect your privacy and the confidentiality of personal information that you provide to us. This section of the Open and Registered Plan Application Form contains a short summary of our Privacy Policy. It is intended to help you understand what information we collect, how we use and protect this information, and with whom your information is shared.

### WHAT PERSONAL INFORMATION DO WE COLLECT?

Personal information refers to information that identifies you. It may include information such as your birth date, marital status, social insurance number, account holdings and transactions, banking information, beneficiary name, home address, personal email address, home telephone number and the name, address and social insurance number of your spouse.

### HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use your personal information for the following purposes:

- To identify you;
- To ensure our records are accurate;
- To establish and administer your account;
- To execute your transactions;
- To maintain, store, record and determine your account holdings and transaction records;
- To verify previously given information when necessary;
- To provide you and your financial advisor with account statements/information, financial statements for your investments, tax receipts, proxy mailings, transaction confirmations and other information that may be requested or needed to service your account;
- To provide you with quality customer service and support on your investment needs; and
- To meet legal and regulatory requirements.

### HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

Physical, procedural and electronic controls have been put in place to ensure your personal information is protected. Our employees and service providers have access to your personal information to enable them to perform their duties in servicing you. Personal information collected from you will only be used for the identified purposes and will be retained for as long as is necessary to fulfill the service or as required by law.

Our internal code of ethics requires all employees of 1832 Asset Management L.P. to maintain client confidentiality. Each year, our employees receive a current copy of our code of ethics and are required to certify in writing that they will comply with it.

### WITH WHOM IS YOUR PERSONAL INFORMATION SHARED?

We are not in the business of selling or distributing our investor's personal information to others. Investor confidentiality and privacy remains one of our fundamental principles. However, we may share your information with others outside 1832 Asset Management L.P. in limited circumstances including:

- **Third Party Service Providers.** We hire third party service providers to perform services on your behalf. We provide them with a limited amount of information in order that they may provide services including, but not limited to, data processing, the preparation and mailing of client statements, and document storage. They are prohibited from using the information for purposes other than to carry out the services they have been engaged to provide. These third party suppliers are not permitted to disclose this information to others.

At times we may use third parties outside of Canada, including in the United States, to perform services for us involving some of your personal information. This may require the transfer of information to those third parties. This information is subject to both the laws of Canada and the laws of the third party's jurisdiction, including laws with respect of disclosure of such information.

- **Your Financial Advisor.** We share your information with your financial advisor and the dealer with which she or he is registered. We may also have to contact other financial institutions or mutual fund companies in order to gather complete information necessary to properly service your account with us.
- **As Permitted or Required By Law.** 1832 Asset Management L.P. is compelled to disclose personal information in response to a law, regulation, court order, subpoena, valid demand, search warrant or other legally valid request or enquiry. We may also disclose information to our accountants, auditors, agents and lawyers in connection with the enforcement or protection of our legal rights.
- **Business Re-Organization.** As we continue to grow, we may in the future re-organize or streamline parts of our operations. Since our business is based on our client relationships, we may disclose personal information to a third party in connection with an amalgamation, re-organization, transfer or financing of parts of our business. These third parties are not permitted to disclose this information to others.

### WHAT PRIVACY RIGHTS DO YOU HAVE?

Upon request, we will provide you with access to your personal information. If you wish to change or update your personal information, you may request to do so at any time. We may be unable to provide you access to specific pieces of information in certain circumstances, such as if the information contains references to other persons, information containing proprietary information confidential to 1832 Asset Management L.P. or its affiliates, information that has been destroyed, information that may be too costly to retrieve or is restricted by law.

You may withdraw your consent for the use of your personal information by contacting 1832 Asset Management L.P. at any time subject to reasonable notice. Legal and other requirements may prevent you from withdrawing consent and your decision to withdraw personal information may also limit the services or products we are able to provide to you.

### YOUR PRIVACY CONCERNS.

Please contact our Customer Relations Centre at 1.800.268.8186 or at [invest@dynamic.ca](mailto:invest@dynamic.ca) with questions or comments about our privacy practices. Further details can be found on our website at [www.dynamic.ca](http://www.dynamic.ca). If your questions have not been resolved to your satisfaction, you can contact the Privacy Officer at 1.866.977.0477.

## 1832 TAX FREE SAVINGS ACCOUNT DECLARATION OF TRUST

- 1. TERMS USED IN THIS AGREEMENT:** Words and phrases used in this Agreement have the following meanings: *Agreement* means the Application and this Declaration of Trust; *applicable tax legislation* means the Tax Act and any applicable provincial tax legislation, as amended from time to time; *Application* means your application for this TFSA; *fiscal year* means the fiscal year of the TFSA. It ends on December 31 each year and shall not exceed 12 months; *spouse* and *common-law partner* have the meanings defined in the Tax Act; *Tax Act* means the *Income Tax Act* (Canada), as amended from time to time; *TFSA* means a tax-free savings account that has been registered under the Tax Act; *we*, *our* and *us* mean The Bank of Nova Scotia Trust Company (Scotiabank); *you* and *your* mean the account holder named on the Application; and *holder* has the meaning defined in the Tax Act.
- 2. REGISTRATION:** We will apply in accordance with applicable tax legislation to register as a TFSA the account requested on your application. We agree to accept the position of trustee of the requested account once we have received your completed Application.
- 3. PURPOSE:** The purpose of the TFSA is to provide you with a tax-free savings vehicle. All funds contributed or transferred to the TFSA including all income, investments, interest and gains, will be held in trust by us in accordance with this Agreement and applicable tax legislation. Your TFSA is maintained for your exclusive benefit (determined without regard to any right of a person to receive a payment out of or under your TFSA on or after your death).
- 4. CONTRIBUTIONS:** You can deposit amounts to your TFSA in a single payment or in periodic payments up to the maximum contribution limit permitted by the Tax Act. You are responsible for determining the maximum permitted contribution to your TFSA in any tax year. No one other than you is permitted to make contributions to your TFSA.
- 5. SOURCES OF FUNDS:** Cash, mutual funds or other investments transferred to your TFSA must be "qualified investments" and must not be "prohibited investments" within the meanings attributed to them respectively in the applicable tax legislation. As prescribed by the Tax Act, your TFSA is prohibited from borrowing money or other property for the purposes of your TFSA. All amounts transferred to your TFSA must come from:
- Another TFSA you own;
  - A TFSA of which your spouse or common-law partner or former spouse or common-law partner is the account holder, provided that
    - (i) you are living separate and apart at the time of the transfer, and
    - (ii) the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement relating to a division of property between both of you in settlement of rights arising out of, or on the breakdown of your marriage or common-law partnership;
  - Other sources that may be permitted from time to time by the applicable tax legislation.
- 6. INVESTMENTS:** Contributions to the TFSA shall be invested and reinvested by us, on your direction, in such investments as we shall make available from time to time, provided that such investments are qualified investments for tax-free savings accounts. We may, but need not, require any such direction in writing. You have a responsibility to determine whether any investment is a qualified investment or a prohibited investment. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the TFSA holds a non-qualified investment. No one other than you or us has any rights under your TFSA relating to the amounts and timing of distributions and investing of funds.
- We must hold any investment in our own name, in the name of its nominee, in bearer form or in such other name as we may determine. We may generally exercise the power of an owner with respect to all property held by it for the TFSA, including the right to vote or to give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.
- 7. VALUATION:** Your TFSA is worth the total market value of all of its assets. The market value of a Guaranteed Investment Certificate in your TFSA is the original face value of the investment plus compounded interest, as well as any accrued interest. In the case of a cash balance, the market value is the current balance plus accrued interest. Accrued interest is included whether or not it has been credited. The market value of other investments held in your TFSA is determined by general industry practices. We calculate the value of your TFSA at the end of the last business day of the fiscal year, on the date of a transfer or permitted

withdrawal, on the date of your death and at such other times as we deem appropriate. Our valuation is conclusive and binding.

- 8. WITHDRAWALS:** You may receive a payment out of or under your TFSA to reduce the amount of tax otherwise payable by you under paragraphs 207.02 or 207.03 of the Tax Act. You may also receive a payment out of your TFSA for any other reason, subject to the terms of the investments in your TFSA. Before we process a payment out of your TFSA, you must give us payment instructions in a form acceptable to us. In order to accommodate your payment instructions, we may have to liquidate or sell all or part of one or more of your investments prior to the maturity date of the investment(s). We assume no liability for any losses that result.
- 9. TRANSFERS:** At your direction, we shall transfer all or any part of the property held in connection with your TFSA (or an amount equal to its value) to another TFSA that you hold. Before we make a transfer, you must give us any documents we may require. In order to accommodate your transfer directions, we may have to liquidate or sell all or part of one or more of your investments prior to the maturity date of the investment(s). We and any agent we appoint pursuant to this Agreement assume no liability for any losses that result.
- We may make a transfer by remitting the investment securities held in your TFSA and will provide all necessary information to the new TFSA issuer. All transfers must be made in accordance with applicable tax legislation. Property may be transferred to your TFSA from another TFSA held by you, your spouse or common-law partner or former spouse or common-law partner where:
- (a) you and your spouse or common-law partner or former spouse or common-law partner are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement that relates to a division of property in settlement rights arising out of, or on the breakdown of marriage or common-law partnership; or
  - (b) you are your spouse's or common-law partner's survivor and the transfer occurs as a result of an exempt contribution as that term is defined in subsection 207.01 of the Tax Act.

**10. ESTATE MATTERS:** In your will, you may designate your spouse or common-law partner as the successor holder of your TFSA in the event of your death. Alternatively, in provinces where it is allowed, you may designate your successor holder on a form acceptable to us and in accordance with applicable provincial legislation. If you make such a designation, you agree that the successor holder will acquire all of your rights as account holder of this TFSA, including an unconditional right to revoke any beneficiary designation made, or similar direction imposed, by you under this TFSA or relating to property held in connection with this TFSA.

Unless you have designated a successor holder as indicated in the first paragraph of this Section 10, when you die, we will pay the funds in your TFSA to your beneficiary, if any. In provinces where it is allowed, you may designate your beneficiary in your will. You can change or revoke your designation at any time, either in your will or, if allowed, on a form that we accept. We will make payment to the most recently designated beneficiary of which we have notice, if you have made designations more than once.

If you do not have a successor holder and

- (i) you do not designate a beneficiary,
- (ii) your beneficiary dies before you, or
- (iii) your beneficiary designation is not permitted by the province where you live, we will pay the funds held in your TFSA to your estate.

Before we make any payment, we need proof of your death and may need other documents. We will deduct any applicable taxes, fees and expenses from the payment.

- 11. PROOF OF INFORMATION:** You certify the accuracy of all of the information you have given us in your Application, including all birth dates, and you agree to give us any further proof that we may need. As prescribed by the Tax Act, the account holder must be at least 18 years of age at the time this Agreement is entered into.
- 12. FEES AND EXPENSES:** We are entitled to receive fees and to recover all reasonable expenses for the administration of your TFSA. We tell you what our fees are when you apply to open your TFSA. We may change them from time to time. Our fees and expenses and those of our agent(s) as well as any applicable taxes may be deducted from the funds in your TFSA unless prohibited by the Tax Act. We may retain part of your TFSA in cash to pay our fees and other expenses. To cover these charges, we and our agent(s) can liquidate assets in your TFSA without liability.
- 13. AMENDMENTS:** From time to time, we may amend this Agreement, with the concurrence of regulatory authorities if required. We will give you 30 days notice in writing of material changes. No amendment,

however, will disqualify your TFSA as a TFSA. If an amendment results from changes to the Tax Act, this Agreement will be considered to be automatically amended and we will not be required to tell you about it. Nor will we be required to tell you about changes to investment options that do not affect the investments in your TFSA.

- 14. NO ADVANTAGE:** No advantage, as defined under paragraph 207.01(1) of the Tax Act, may be extended to you or any person with whom you are not dealing with at arm's length.
- 15. SETOFF:** We retain the right of setoff against any amounts in your TFSA to pay a debt obligation you may have to us.
- 16. STATEMENTS:** We will give you each year a statement showing all contributions and investment transactions made and all income and expenses earned or incurred during such period. If you transfer funds in your TFSA, we will give you a statement, determined at the date of the transfer. If you die, the information is determined at the time of your death and given to the person entitled to receive the balance of your TFSA.
- 17. OUR RIGHT TO APPOINT AN AGENT:** You authorize us to delegate the performance of our duties under this Agreement to an agent or agents that we choose. We acknowledge, however, that the ultimate responsibility for the administration of your TFSA is ours.
- 18. RESIGNATION AND ASSIGNMENT:** We may resign from our duties under this Agreement by giving you 30 days notice in writing. If we resign, we will transfer the balance of your TFSA to another issuer that we choose. We will give the other issuer all the information necessary for the administration of your TFSA within 30 days of notifying you of our resignation. We may assign our appointment and duties under this Agreement to another trust company, subject to applicable tax legislation.

**19. NOTICE:** To give us notice about anything relating to this Agreement, write us at the branch location indicated on the TFSA account statement. We consider that we have received your notice on the day it is actually delivered to us.

If we send you a notice, statement or receipt, we consider that you have received it 48 hours after we have mailed it to you at the last address that we have for you in our records.

- 20. INDEMNITY:** You and your respective heirs and personal representatives shall indemnify us and any agent(s) we appoint pursuant to this Agreement for any government charges imposed on your TFSA or the payments made from it as well as for any other charge or liability which may be incurred as a result of us or our agent(s) undertaking our obligations under this Agreement. We and any agent(s) we appoint pursuant to this Agreement are not responsible for any losses incurred by the TFSA or for any reduction in the value of the TFSA, except if due to our own negligence, deliberate wrongdoing.
- 21. ASSIGNMENT BY AGENT:** Any agent appointed by the Trustee under this Agreement may assign its rights and obligations granted to it hereunder to any other corporation resident in Canada, approved by Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the agent, provided that such corporation shall execute any agreement and/or other document which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without the prior written consent of the Trustee, which consent may not be unreasonably withheld.
- 22. HEIRS, EXECUTORS AND ASSIGNS:** The terms of this declaration of trust shall be binding upon your heirs, executors and administrators and assigns and upon the respective successors and assigns of the Trustee and its agent(s).
- 23. BRANCH OF ACCOUNT:** For purposes of the *Trust and Loan Companies Act* (Canada), the branch of account for your TFSA is the branch location indicated on your TFSA account statement. We may change your branch of account by giving written notice to you.
- 24. GOVERNING LAW:** This Agreement is governed by applicable tax legislation and by the laws of Canada and the jurisdiction of your branch of account. It is to be interpreted in accordance with those laws. If any part of this Agreement is found invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of the Agreement.
- 25. ENGLISH LANGUAGE:** The parties hereto have requested that this Agreement be established in English - les parties ont demandé que le régime soit rédigé en anglais.

[Registered Plans TFSA - November 2013]

## PRE-AUTHORIZED CHEQUING PLAN (PAC) TERMS AND CONDITIONS

By signing this application, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with regards to preauthorized debits.

- You authorize 1832 Asset Management L.P. to debit the bank account provided for the amount(s) and in the frequencies instructed.
- If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.
- You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution, 1832 Asset Management L.P. or visit [www.cdnpay.ca](http://www.cdnpay.ca).
- You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this application.
- You may change these instructions or cancel this plan at any time, provided that 1832 Asset Management L.P. receives at least 5 business days notice by phone or by mail. To obtain a copy

of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, you may contact your financial institution, 1832 Asset Management L.P. or visit the Canadian Payments Association website at [www.cdnpay.ca](http://www.cdnpay.ca).

You agree to release the financial institution and 1832 Asset Management L.P. of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution or 1832 Asset Management L.P.

- 1832 Asset Management L.P. is authorized to accept changes to this agreement from your registered dealer or your financial advisor in accordance with the policies of 1832 Asset Management L.P., in accordance with the disclosure and authorization requirements of the CPA.
- You agree that the information in this application will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

