



Active Financial Management

A division of Retire First Ltd.

ACCOUNT TERMS AND CONDITIONS BOOKLET

Important Information About Your
Retire First Account

April 2019

WELCOME TO RETIRE FIRST

Welcome to Retire First. We appreciate your business and look forward to building a mutually rewarding long-term relationship and helping you achieve your financial objectives.

When you open an account with Retire First, we believe it is important to clearly understand our rights and obligations to you, as well as your rights and obligations as a Retire First client.

For this reason we have developed this Account Terms and Conditions Booklet that brings together the important information about the Terms and Conditions that govern your Retire First account(s) in one convenient package. To simplify your record keeping, it also includes disclosure documents on privacy legislation and other important topics.

Inside this booklet you will find:

- Terms and Conditions that apply to the Retire First Client Account Agreement. These pertain to all Retire First accounts.
- Shareholder Communication Disclosure
- Relationship Disclosure
- Suitability Assessment
- Conflict of Interest Rules Statement/Policy, Management and Disclosure
- Client Complaint Procedure
- Disclosure Documents on Borrowing Money to Buy Securities
- Privacy Legislation
- Self-Directed Retirement Savings Plan-Declaration of Trust
- Self-Direct Retirement Income Fund- Declaration of Trust
- Tax Free Savings Account Declaration of Trust
- Strip Bonds and Strip Bond Packages Information Statement
- Benchmark Comparisons

While this booklet contains a great deal of information, our intent has been to create a valued resource to enable you to access details about your account Terms and Conditions and other information conveniently from one source.

We hope that you will find the Account Terms and Conditions Booklet a valuable resource. We encourage you to read its contents and keep it with your portfolio records for future reference. Should you have any questions or require clarification on any matter, your Retire First Financial Advisor is always pleased to help you.

CLIENT ACCOUNT TERMS AND CONDITIONS

Retire First Ltd. (Retire First) is the Introducing Broker and Fidelity Clearing Canada ULC is the Carrying Broker for your account. With respect to any transaction in your account, Fidelity Clearing Canada ULC shall be responsible for trade settlement, custody of cash and securities, bookkeeping, and the preparation of trade confirmations and account statements.

Retire First Ltd. shall be solely responsible for the application of "know your client" rules, determining the suitability of all trading activities and the nature of securities purchased, and ensuring appropriate supervision is performed for your account.

For purposes of this Agreement Fidelity Clearing Canada ULC (the "Carrying Broker") and Retire First (the "Introducing Broker") are collectively referred to as the "Brokers" or "we" or "us".

IN CONSIDERATION of the Brokers opening, or if opened, continuing any account or accounts for you as the applicant or co-applicants identified on the application form, being part of our Agreement, it is agreed that all transactions between you and the Brokers shall be governed by the following terms:

PART I: TERMS AND CONDITIONS FOR ALL ACCOUNT HOLDERS

1. Interpretation

"Account or accounts" and "this agreement" applies to all transactions regarding your account(s) with us, including accounts previously opened, opened in the future or from time to time closed and then reopened or renumbered;

All words implying the singular number include the plural and vice-versa;

Indebtedness means your indebtedness to us represented by the debit balance, if any, of your account(s) or any guaranteed account at the time; and

The word *securities* shall include all securities generally so-called, and without limitation, shall include shares, share certificates, installment receipts, deposit receipts, bonds, debentures, notes, options, warrants, rights, and any other securities or financial instruments and legal rights of any kind whatsoever and all property customarily dealt in by brokers.

2. Relationship

You appoint the Brokers as your agent to execute securities transactions on your behalf, whether or not on margin and whether or not as a short sale. You acknowledge that Retire First is responsible for know your client and suitability obligations and the supervision of your account; Fidelity Clearing Canada ULC is acting as Carrying Broker and you authorize Fidelity Clearing Canada ULC to clear and settle trades, maintain books and records of your transactions and to act as custodian. Fidelity Clearing Canada ULC does not control, audit or otherwise supervise the activities of Retire First or its employees or agents. When you request that a Margin Account be opened, you acknowledge that the responsibility for margin privileges and the determination of the suitability of the use of margin rests with Retire First. Upon request by the Introducing Broker, if approved by the Carrying Broker margin will be provided to you by Fidelity Clearing Canada ULC, subject to the terms and conditions set out in Part III below. You acknowledge that any calls for additional margin will be made by the Carrying Broker to the Introducing Broker, and the Introducing Broker shall be responsible for notifying you of the details of the call for margin, and for ensuring that the call for margin is satisfied by you. You acknowledge that the Carrying Broker will not transmit calls for margin directly to you.

3. Applicable Laws & Jurisdiction

This agreement and every transaction carried out for your account are subject exclusively to the laws and regulations of the Provinces of Canada in which the branch is located where the account is maintained. It is also subject to the constitution, by-laws, rules, regulations, customs and usages, in effect from time to time, of the exchange (and its clearing corporation, if any) upon which the transaction is executed, or if not executed upon any exchange, to the applicable bylaw, rules, regulations, customs and usages, in effect from time to time, of the Investment Industry Regulatory Organization of Canada (IIROC) or any market associations of brokers or dealers to which we belong. If any applicable statute or any statutory regulation, bylaw, rule, regulation, policy or custom of such regulatory authorities is enacted or amended having the effect of invalidating any part of this Agreement, then such term or condition will be deemed to be varied or superseded to give effect to such statute, regulation, by-law, policy or custom.

Any disputes arising between you and either or both of the Brokers shall be exclusively within the jurisdiction of the Courts of the Province in which the principal office of the Introducing Broker is located.

4. Refusal to Take Orders

Either of the Brokers may require written instructions from you before executing any transaction for your account(s). Both of the Brokers have the right in their sole discretion to refuse to accept buy or sell instructions from you or your Agent whenever either Broker shall deem it necessary for its protection or otherwise; and you waive any and all claims against the Brokers for any loss or damage arising from or related to any such refusal or from any delay or inability to complete a transaction caused by the requirement for written instructions.

5. Accepted Orders

All orders that either of the Brokers have accepted are good until either executed or cancelled on the day of entry, unless you specify a longer period. All orders that either of the Brokers have accepted are binding on you from the moment of execution. Non-receipt of any executed trade confirmation shall not relieve you of the obligations to settle the transaction on settlement date. In purchasing or selling any securities for your account, we shall have the right to execute orders either for your account alone or as part of larger transactions for your account and the accounts of others or by purchasing from or selling to other of our principals, in such manner as we may determine.

6. Agreement to Pay Commission

You shall pay us commission or other transaction charges, if any, in respect of all purchases and sales of securities in your account at such rates as the Introducing Broker may establish from time to time, or as may otherwise be agreed. We may earn revenue in addition to commission from the following sources: currency conversion charges on certain trades and mutual fund transactions, fees paid by issuers and others in connection with corporate actions and new issues, the sale of fixed income products and trailer fees paid by mutual fund companies.

7. Indebtedness

You shall promptly pay us, on demand, any and all indebtedness arising from transactions we have effected for your account and shall at all times secure such indebtedness in connection with the account as we shall require. Any debit balance in your account shall bear interest at such rate as we shall establish from time to time for our customers generally, and we are not obliged to notify you of any change in such rate.

8. Delivery of Securities

Actual delivery is intended for every transaction in your account. Regarding all sale transactions, you represent and warrant that it is a long sale unless specified otherwise at the time the order is entered. If you fail to make immediate delivery to us in proper form of any securities sold at your direction, then the Carrying Broker is authorized to borrow any securities necessary to make such delivery, or to buy such securities without notice to you. You shall pay the Brokers and indemnify each and save them harmless from any loss or expense incurred as a result of such borrowing or purchase or by our inability to make such borrowing or purchase or resulting from late delivery.

9. Debt Repayment

Whenever either Broker, in its sole discretion, considers it necessary for our protection due to insufficiency of security or otherwise, we may without advertisement or other notice and without prior notice, tender, demand or call of any kind upon you: sell any or all securities held or carried for your account (either individually or jointly with others), buy any or all securities necessary to cover any short sale made for your account, and/or, cancel any outstanding order. Either Broker may make any such purchase, or sale upon any exchange, or other market, or by public or private sale or purchase, upon such terms and in such manner as the Broker in its sole discretion may determine. No demand, advertisement or other notice that either Broker gives shall constitute a waiver of our right to take any action authorized under this agreement without demand, advertisement, or notice. We shall apply the net proceeds of any such sale against your indebtedness to us without in any way diminishing your obligation to pay any deficiency.

10. Free Credit Balances

Whenever there is a credit balance in any of your accounts with us, the amount of the credit balance need not be segregated nor held separately but may be commingled with our general funds and used for the general purpose of our business and such credit balance shall be an item in a debtor and creditor account between you and us and you shall rely only on our liability in respect thereof.

11. Pledge and Lending

Whenever you are indebted to, or have a short position with us, all securities held by us or carried by the Carrying Broker in your accounts or deposited to secure same, may from time to time and without notice to you be carried in its general loans and may be pledged, re-pledged, hypothecated or re-hypothecated or loaned by the Carrying Broker, either to itself as broker or to others, separately or in common with other securities, whether for more or less than the amount you owe and without retaining in its possession or control for delivery a like amount of similar securities. The Carrying Broker may without notice to you loan such securities either separately or together with other securities, and may without notice to you use any securities held in the account for making delivery against a sale, whether a short sale or otherwise and whether such sale is for your account or for the account of another of our customers.

12. Continuing Security

All securities and credit balances that either of the Brokers hold for your account (including securities held by us in safekeeping) shall stand as continuing security for any and all of your indebtedness to either of the Brokers, whether owing now or in future and howsoever arising and in whatever account appearing, whether Individual or Joint, securities without notice or advertisement to satisfy such indebtedness. Either of the Brokers, at any time without notice, whenever we carry more than one account for you, including any liability arising due to any guarantee by you of any other person, are hereby authorized to sell, buy, transfer, pledge, or re-pledge any or all such enter or money, to any of such accounts and make such adjustment between such accounts as we may, in each Broker's sole discretion, deem fit. These rights may be exercised separately, successively or concurrently. Any reference to your account in this paragraph shall include any account at the Carrying Broker in which you have an interest, whether jointly or otherwise. Any securities we hold or carry for or on your account may at our discretion be kept at any of the places where either of the Brokers have an office unless you direct otherwise by written instructions.

13. Share Certificates

We shall not be obligated to deliver the same certificates or securities or other assets as those deposited with us or that we have received for your account. Our obligation shall be discharged by delivering certificates or securities or other assets of an equivalent amount and of the same nature and kind.

14. Statements, Confirmations and Notices

Every transaction indicated or referred to in any notice, statement or other communication and every statement of account shall be deemed as authorized and correct and as ratified and confirmed by you unless you tell us otherwise in writing within 30 days from the date of our notice, statement or other communication we send to you. Every trade confirmation will be deemed to be ratified by you unless you tell us in writing within 3 days after settlement. We will send these documents to you by either prepaid mail at the most recent mailing address you have provided to us or it may be sent by facsimile or by other electronic communications using the most recent facsimile number or electronic address that you have provided. Any and all written notices and communications we send to you shall be deemed to have been received by you if we have sent it by mail or by any means of prepaid, transmitted or recorded communication, or if delivered to you at the most recent address you have provided to us.

15. Foreign Exchange Transaction and Conversion

You acknowledge that either of the Brokers performs foreign currency transactions based on a direct or indirect request from you. An indirect request is where you have requested a trade in securities denominated in currency other than the currency of your account. The foreign currency conversion rate that appears on your trade confirmation and account statement includes a spread-based revenue ("spread") for performing this function. The foreign currency conversion rate and our spread will depend on market fluctuations as well as the amount, date and type of foreign currency transaction. Foreign currency conversions take place at such rates as are available to our retail customers for currency conversions of a similar amount, date and type. In performing foreign currency transactions we may act as agent or principal. We may, at our discretion, reject a foreign currency transaction request. We convert foreign currencies into Canadian dollars and U.S. dollars on the day we carry out your transaction. We may use a different day for mutual fund transaction, transactions that you and we agree on and other transactions we deem necessary. Registered Accounts may be held in Canadian Dollars. Consequently, foreign transactions held in a Canadian dollar registered account must be converted in to Canadian currency.

16. Client Information

If an individual, you represent to both of the Brokers that you are of legal age and that you are not a partner, director, officer, or an employee of any other member firm or any exchange, or of any non-member broker or investment dealer, unless disclosed on the application form, which forms part of this agreement. You agree to advise the Introducing Broker if you become a partner, director, officer or an employee of a member firm of any Canadian stock exchange, or any non-member broker or investment advisor firm. Further, you agree to notify the Introducing Broker immediately in the event of any change in your personal or financial circumstances or any change in the client account information appearing in the application form, which forms part of this agreement. You acknowledge that we rely upon that information for the purposes of fulfilling *Know Your Client* obligations and other regulatory obligations. In addition, you acknowledge that you have advised the Introducing Broker of any restrictions in trading applicable to you and that you will advise the Introducing Broker of any changes to such restrictions which may become applicable to you.

17. Personal Information and Credit Checks

You agree and consent to the Broker and your Financial Advisor collecting personal information about you and using such personal information for the purposes described in the Carrying Broker Privacy Policy and the Introducing Broker Privacy Policy (both of which are posted on our website: www.retirefirst.com) or otherwise as may be permitted or required by law. You understand that you are giving both of the Brokers and your Financial Advisor your consent and permission to collect and use your personal information for:

- a) Regulatory oversight, audit and compliance purposes, which may require either of the Brokers and your Financial Advisor permitting access to or to disclose Personal Information as may be required to:
 - i. Securities regulatory organization and exchanges to which the Brokers are members or are otherwise subject (SROs);
 - ii. To another investment dealer or your Financial Advisor should you later transfer out your accounts; or
 - iii. To auditors or other professional third party advisors of the Broker that may need to access or collect Personal Information for audit purposes and may be required to disclose that information to their professional regulatory oversight organization and you consent to the use and disclosure of that information by SROs, successor firm and auditors, for the purpose of an investigation, account transfer or audit relating to either your account(s) or for our business in general;
- b) Credit and margin purposes, which include either of the Brokers using Personal Information, including your social insurance number, and disclosing such information as may be required with other lenders or credit reporting agencies for the purposes of conducting a credit check or to otherwise determine your creditworthiness for account opening, administration or margin purposes. This credit check will appear on your credit report, which can be obtained through credit reporting agencies, such as Equifax. If you withdraw your consent for the Brokers conducting a credit check, you understand that we will not be able to perform a credit check and so, may not be able to open a margin account or otherwise extend credit to your account; and
- c) Account administration and reporting purposes, which includes either of the Brokers using your personal information to process and deliver, for or on behalf of the Brokers, trade confirmations, account statements, proxy-related materials and/or other documents by electronic delivery (such as facsimile, email or the internet) and you acknowledge that this may include providing access to or disclosure of personal information to either of the Brokers' agents or third-party service providers. You acknowledge that we may, but we are not required to, record telephone calls by which your orders are placed or confirmed, whether between you and us or between us and any broker or dealer or market to whom an order is directed.

18. No Waiver

No action taken by either broker, employees or agents, or any failure to take action or exercise any right, remedy or power available under this agreement or otherwise shall be deemed to constitute a waiver or other modification of any of our rights, remedies, or powers.

A waiver to be effective and binding on either broker must be in writing and signed on behalf of each of us by two authorized signatories of each of our firms.

19. Limitation of Liability

You acknowledge that you are aware that there are financial risks associated with investments in the stock markets and that you are responsible for any losses realized on your investments. Neither of the Brokers shall be liable for any losses, claims, damages or liabilities regarding your account, however caused, as a result of:

- a) trading in securities;
- b) delays in receiving or processing transaction instructions;
- c) delays in transferring securities or account balances to a third party;
- d) any action that either Broker took or did not take because of an error in your instructions to us or if we did not receive your instructions;
- e) a cause directly or indirectly by government, regulatory or self regulatory restrictions or regulations, exchange or market rules, suspension of trading, unusual market activity, cease trading orders, war, strikes, equipment malfunction or

- other conditions or events which are beyond our control, and
- f) errors or omissions caused by persons, or by conditions, over which we have no control. We will adjust errors or omissions with respect to any transaction for your account that we have caused.

The Brokers accept no responsibility under this agreement other than to act honestly and in good faith and without willful misconduct or gross negligence. In particular, unless otherwise agreed in writing, the Brokers will have no obligation to recommend an investment program, monitor the progress of securities in your account, communicate trading limits or margin calls or changes in the market, advise you in respect of pending record dates or the pending expiry of rights or warrants, exercise discretion in the purchase or sale of securities or impart any material information in respect of any of the securities of which either of the Brokers or any of our employees or representatives is or becomes aware.

20. Proceeds of Crime Legislation

You acknowledge that Proceeds of Crime (Money Laundering) legislation (as may be amended from time to time) imposes obligations on us and our employees and representatives to verify client identity and to report and record some of our clients' transactions. The legislation requires us to report *suspicious transactions* to an agency of the federal government known as FINTRAC, that is, financial transactions we reasonably suspect are related to the commission of a money laundering offence. The legislation prohibits us, our employees and representatives from informing a client that a suspicious transaction report has been made, or from disclosing to a client the contents of a report.

The legislation gives FINTRAC the power to seize mail or enter the firm's premises without a search warrant to determine whether the firm is complying with the legislation. The legislation may require Financial Advisors and staff of the Brokers to disclose confidential client information. We endeavor to keep confidential information about the business and affairs of our clients unless you authorize us to release the information, or we are required by law or a court to do so. This legislation is one of those laws that may require us to disclose client confidences. Therefore, our obligations under this legislation are not optional. By signing our Client Account Agreement, you acknowledge that you have been made aware of these obligations.

PART II: ADDITIONAL PROVISIONS FOR JOINT ACCOUNT HOLDERS ONLY

1. Authority

The provisions of this Part II are additional provisions applying to Joint Account(s) with us and shall be read and construed together with all the other sections of Parts I, III (if a margin account), and IV of the Terms and Conditions applying to our Client Account Agreement. As applicant and co-applicant, by signing our agreement at the end of the application form, in your capacity as either joint tenants or tenants-in-common (collectively referred to as the *Tenants*) as noted on the account opening part of our Client Account Agreement, you authorize and request us to open a joint account at the Carrying Broker, and that such joint account is to be carried in both your names. Each Tenant jointly and severally agrees with both of the Brokers as follows:

- a) All transactions for the account of the Tenants shall be subject to the terms and conditions of all other existing agreements between us, including without limitation, the Terms and Conditions of the Client Account Agreement, of which this Joint Account Agreement forms a part of, and any other such agreements between the Brokers, are incorporated herein by reference.
- b) Each of you as Tenants, acting individually, are hereby authorized and empowered for and on behalf of the joint account to:
 - i. Buy and sell (including short sale) and otherwise deal in, through us as brokers, stock, bonds and other securities on margin or otherwise;
 - ii. Receive demands, notices, confirmation, reports, statements of account and communications of every kind with respect to said joint account or the transactions therein;
 - iii. Receive on behalf of the joint account money, securities and property of every kind, and to dispose of same, without recourse to us by anyone or more of the Tenants; and
 - iv. Execute agreements relating to any of the foregoing matters and generally to act and deal with us in respect of said accounts as fully and with the same authority as though you alone were interested in said account, all without notice to any other Tenant.

2. Indemnification

As Tenants you jointly and severally agree to indemnify and hold each of the Brokers harmless from any and all losses, liabilities, costs and expenses (including legal fees) resulting from our acting in accordance with the authority referred to in section 21. Without in any way limiting the authority herein granted, or requiring each of the Brokers to take action with respect to any past, present or future circumstances arising, we are hereby authorized, in our absolute discretion, to require joint action by all of you Tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of monies, securities or other property.

3. Liability

As Tenants you shall be jointly and severally liable to each of the Brokers for any debts, obligations or liabilities arising in connection with the joint account, and for the purpose of securing the payment of such debts, obligations or liabilities, each of the Brokers shall have a general lien upon all monies, securities, credits, contracts, equities, commodities or other property belonging to you, jointly or individually, which may at any time be in our possession or under our control for any purpose, including safekeeping, whether in the joint account or otherwise, such lien to be in addition to and not in substitution of the rights and remedies we otherwise would have.

4. Death of a Tenant

In the event of the death of a Tenant: The surviving Tenant or Tenants will immediately give the Introducing Broker written notice of the decedent's death, delivered to the office in which the joint Account is kept. Both of the Brokers are hereby authorized, before they receive the written notice of the decedent's death, to exercise orders and deal with and for the joint account as though the death of the decedent had not occurred. Both of the Brokers are hereby authorized before or after they receive the written notice of the decedent's death to take such proceedings, require such papers, retain such property (or such portion), or restrict transactions in the joint account as we may deem advisable to protect us against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent and each surviving

Tenant shall continue to be liable to both of the Brokers jointly and severally, for any debts, obligations, liabilities or losses in respect of the account, resulting from the completion of transactions initiated before we receive the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustments of the interests of the respective parties.

5. For Joint Tenants with Right of Survivorship and not as Tenants-in-Common:

Subject to the provision of subparagraph 24 above and provided that any gratuitous transfer made to the joint account were intended as a gift to the joint tenant(s), and if you have indicated on the account application form (which is part of our Client Account Agreement) that the account is held in joint tenancy with right of survivorship, then in the event of the death of any Tenant, the entire interest in the joint account as of the close of business on the date of the death of the decedent (or on the next following business day if the date of death is not a business day) shall be vested in the surviving tenant or tenants on the same terms and conditions as held previous to the death, without in any way releasing the decedent's estate from the liability provided for in paragraph 24 above. Any taxes, costs, expenses or other charges becoming a lien against or being payable out of the account as a result of the death of the decedent or through the exercise by his/her estate or representative of any rights in the account shall, so far as practicable, be deducted from the interest of the estate of such decedent.

6. For Tenants-in-Common/Joint Tenants Without Right of Survivorship:

If you have indicated on the account application form that the joint account is held as tenants-in-common without right of survivorship, then when we receive notice of death of any tenant, we shall separate the account into equal accounts, as nearly as may be, in the Tenant's respective names, or in the names of the Tenant's legal representatives. But the joint and several liability of each of the Tenant or of the Tenant's legal representatives, for any indebtedness as at the time of such separation, shall continue, and in no event shall either of the Brokers be liable to any Tenant, or any Tenant's legal representatives, for accepting orders or instructions from any Tenant or any Tenant's legal representative, with reference to the joint account, until we have had actual written notice of the death of any tenant, or actual written notice of the termination of the joint account.

PART III: MARGIN AGREEMENT

Fidelity Clearing Canada ULC and Retire First Ltd. (collectively, "Brokers" and any reference to "Brokers" herein shall be interpreted as referring to "Brokers and each of them" as the context may require)

In consideration of The Brokers opening or maintaining one or more accounts (collectively the "Accounts") for the customer executing this Agreement (the "Customer"), the Customer agrees to abide to the following terms and conditions:

1. Applicable By-Laws, Customs, etc.

All transactions executed for the Accounts shall be subject to the constitution, articles, by-laws, regulations, rules, rulings, policies, customs and usages (in force now or in the future) of the Investment Industry Regulatory Organization of Canada, of the Exchange or market, and of its clearing house, if any, where made by The Brokers (collectively the "Rules"). These transactions shall also be subject to all applicable federal, provincial or territorial laws or regulations and to the regulations of any applicable governmental or regulatory authorities (now in force or in the future), including securities commissions and any other similar authority. The Customer further recognizes that the Rules constitute a minimum standard in the securities brokerage industry and that The Brokers may subject any transaction to more restrictive standards.

2. Settlement, Commissions and Interest

Full and timely settlement will be made of each transaction. The Customer undertakes to pay to The Brokers commissions and other charges in respect of each transaction (including any transaction made pursuant to section 8) and of each option exercised, and any other services charges and interest, calculated daily and compounded monthly, on outstanding Indebtedness in the Accounts. Such commissions, interest and other charges shall be set out by The Brokers from time to time. The Customer acknowledges that every debit balance appearing from time to time in its Accounts shall bear interest at the rate set out by The Brokers which may be modified from time to time without prior notice to the Customer.

3. Operation of the Account

- a) The Brokers will credit to the Accounts any interest, dividends or other monies received in respect of Securities held in the Accounts and any monies received as proceeds from the sale or other disposition of Securities from the Account (net of all applicable commissions and fees) and will debit from the Account any amounts, including interest, owed by the Customer to The Brokers pursuant to this Agreement.
- b) For the purposes of this Agreement "«Indebtedness" means, at any time, any indebtedness of the Customer to The Brokers represented by the debit balance, if any, in the Accounts at that time.

4. Payment of Indebtedness

The Customer will promptly pay indebtedness when due except to the extent covered by a margin facility, and to maintain adequate margin and security in the Accounts. Notwithstanding the foregoing, the Customer agrees to pay, on demand, to The Brokers, the total amount of the Indebtedness.

5. Margin

The Brokers will open or maintain the Accounts and grant a margin facility to the Customer provided that The Brokers may, without prior notice, at any time and from time to time:

- a) Reduce or cancel any margin facility made available to the Customer or refuse to grant any additional margin facility to the Customer; and
- b) Require the Customer to provide margin in addition to the margin requirement of the Regulatory Authorities or the Rules.

The Customer acknowledges that for certain option strategies producing a credit, the Regulatory Authorities may require significant additional margin. The Customer will provide The Brokers with any margin requested by The Brokers and will promptly pay any Indebtedness due as a result of any reduction or cancellation of any margin facility.

6. Collateral

As long as the Customer is indebted to The Brokers, all Securities, property and monies, which may now or hereafter be held by The Brokers or

its agents for or on account of the Customer (including any Securities in which the Customer has an interest and which are shown on the records of any clearing or similar agency in the name of The Brokers) (collectively the "Collateral") shall be and are hereby hypothecated, pledged and shall constitute a continuing collateral security in favour of The Brokers and the Customer acknowledges that The Brokers has a general stockbroker's lien on the Collateral to insure payment of all Indebtedness, whether or not such Indebtedness relates to such Securities, property or monies. Whether the Customer resides in Quebec or in the common law provinces or territories, certain rights conferred hereunder to The Brokers by the Customer may not be available to The Brokers. The Brokers is however authorized to exercise any and all rights available to The Brokers in the jurisdiction where the Customer resides. It is also acknowledged that, in the common law provinces or territories of Canada, the stockbroker's lien referred to above is given by a rule of law and is not subject to the terms of any provincial or territorial personal property security statutes, except as specifically provided in such statutes.

7. Use of Collateral by the Brokers

So long as any Indebtedness remains unpaid, The Brokers shall have the right in its discretion and without notice to the Customer, to use at any time and from time to time the Collateral in the conduct of The Brokers' business, including the right to:

- a) Combine any of the Collateral with the property of The Brokers or of any other customers or both;
- b) Raise money thereon and to carry them in The Brokers general loans and to pledge and re-pledge any of the Collateral to secure The Brokers own indebtedness;
- c) Loan any of the Collateral either separately or together with The Brokers securities or property or of others and in each manner, for any amount and for such purposes as The Brokers may deem advisable;
- d) Use any of the Collateral for making delivery on account of a short sale effected for other accounts without The Brokers retaining in its possession or under its control securities of same kind or amount; and
- e) Use any of the Collateral for delivery on a sale by The Brokers or any of its directors, is directly or indirectly interested.

8. Elimination of Reduction of Indebtedness by the Brokers

If:

- a) the Customer fails to pay any Indebtedness when due;
- b) The Brokers deems the margin held by it to be insufficient for its protection;
- c) on or before any settlement date the Customer fails to provide to The Brokers any required Securities or certificates in acceptable delivery form;
- d) the Customer fails to comply with any other requirement contained in the Agreement; or if
- e) the Customer dies, becomes bankrupt or insolvent or if any of the Collateral becomes subject to execution, attachment or other process; then, in addition to any other right or remedy to which The Brokers is entitled, The Brokers may, whenever and as often as The Brokers deems it necessary for its protection, without notice or demand to the Customer and at the customer's expense:
- f) apply monies held to the credit of the Customer in any other account with The Brokers to eliminate or reduce such Indebtedness;
- g) sell, contract to sell or otherwise dispose of any or all of the Securities held by The Brokers for the Customer and apply
- h) exercise any other rights which exists as incidents to the general stockbroker's lien;
- i) purchase or borrow any Securities necessary to cover short sales or any other sales made on the Customer's behalf in respect of which delivery of certificates in an acceptable delivery form has not been made;
- j) cancel any outstanding order; and/or
- k) close the accounts.

Such rights may be exercised separately, successively or concurrently. The Brokers shall not be required by this Agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, reduce or discharge any Indebtedness or part thereof. Any such sales or purchase for the Account may be made upon any exchange or market or at a public private sale upon such terms and in such manner as The Brokers deems advisable. If demand is made or notice given to the Customer by The Brokers, it shall not constitute a waiver of any of The Brokers's rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by The Brokers in connection with exercising any right pursuant to this Agreement may be charged to the Accounts. The Customer acknowledges that the Customer shall remain liable to The Brokers for any deficiency remaining following the exercising by The Brokers of any or all of the foregoing rights and that the rights which The Brokers is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard, in particular, to the nature of securities markets and their volatility.

9. Holding and Return of Securities

The Brokers may hold the Customer's Securities at any of the places where The Brokers has an office. Certificates for Securities of the same issue and for the same aggregate amounts may be delivered to the Customer in lieu of those originally deposited by the Customer or for the Accounts.

10. Free Credit Balances

Any monies held by The Brokers from time to time to the Customer's credit are payable on demand, need not be segregated and may be used by The Brokers in the ordinary conduct of its business. The Customer acknowledges that the relationship between the Customer and The Brokers with respect to such monies is one of creditor and debtor only.

11. Transfer to Other Accounts

The Brokers may at any time and from time to time take any monies or Securities in the Account and any proceeds from the sale or other disposition of such Securities to pay or cover any obligations of the Customer to The Brokers including obligations of the Customer in respect of any other account with The Brokers whether such account is a personal account, a joint account or an account guaranteed by the Customer.

12. Declaration of Short Sales

Whenever the Customer orders a short sale, the Customer will declare it a short sale.

13. Good Delivery of Securities

Except for any declared short sale, the Customer will not order any sale or other disposition or any Securities not owned by the Customer or of which the Customer will be unable to make delivery in acceptable delivery form on or before the settlement date

14. Customer Information

The Customer will from time to time advise The Brokers if the Customer acquires a controlling interest in or otherwise becomes an insider of any reporting issuer. The Customer will also advise The Brokers of any restrictions in securities trading applicable to the Customer and will advise The Brokers of any changes in such restrictions which may become applicable to the Customer. The Customer also undertakes to advise The Brokers of any changes to the information that the Customer has given, at the opening of the Accounts, including, but without limitation, information regarding his(her) investment objectives, financial situation and Accounts risk factors.

15. Account Statements

Every confirmation statement, monthly report or other communication sent by The Brokers to the Customer shall be deemed to have been acknowledged as correct, approved and consented by the Customer unless The Brokers shall have received written notice to the contrary within fifteen (15) days after receipt of it by the Customer. The Customer undertakes to review carefully upon receipt any such documents. Notwithstanding the foregoing, The Brokers may correct, at any time, any mistake in such documents.

16. Communications to the Customer

Any notice or communication by The Brokers to the Customer may be given by prepaid mail, or facsimile transmission to the last address of record of the Customer with The Brokers, or may be delivered personally (including by commercial courier) to the Customer or to any such last address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telegraph or facsimile transmission, on the day sent or, if delivered, when delivered. Nothing in the section shall be interpreted as requiring The Brokers to give any notice to the Customer, which is not otherwise required to be given by The Brokers.

17. Not a Broker, etc.

The Customer, if an individual who is not an employee of The Brokers, hereby represents that the Customer is not a partner, director or employee of a member, member firm or member corporation of any stock exchange or a non-member broker or investment dealer, and if the Customer should become such a partner, director or employee, the Customer undertakes to specifically inform in writing The Brokers of such a fact and to complete all documentation that may be required by The Brokers in such a case.

18. Right of the Brokers to Refuse an Order

Notwithstanding any other provisions hereof, the Customer acknowledges the right of The Brokers to accept or refuse, in its discretion, any orders given by a Customer.

19. No Liability

The Brokers shall not be liable to the Customer for errors or omissions in connection with the execution, treatment, purchase, exercise or application of any order or other operation in the Accounts, including the fact that The Brokers may not exercise the powers conferred to it by this Agreement or otherwise, or for any suffered loss or missed profit in the Accounts, unless these errors or omissions result from its gross negligence or intentional fault. Without limiting the generality of the foregoing, The Brokers shall not be liable for any loss suffered or missed profit caused, whether directly or indirectly, by unusual market activity, government restrictions, by exchange or market rulings, the suspension of trading, wars, strikes, epidemics, communication line failures, power failures or for any reason or of any other fact beyond The Brokers control.

20. Currency Conversion

If the Customer make a trade involving securities which are denominated in a currency other than the currency of the Account in which the trade is to be settled, a conversion of currency may be required. In any such transactions and in the case of any other conversion of currency, The Brokers may act as principal with the Customer in converting the currency at rates established by The Brokers or parties related to it. The Brokers may, in such circumstances, earn revenue, in addition to the applicable commissions to such a trade.

21. General

- a) None of the terms and conditions of this Agreement may be waived or changed without The Brokers Approval. If any term or condition of this Agreement is to be held invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition. The validity of the remainder of the Agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained therein.
- b) This Agreement shall inure to the benefit of and shall be binding upon The Brokers and the Customer and their respective legal representatives, heirs, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.
- c) In this Agreement where the singular is used, it shall include the plural and vice versa and where the masculine gender is used, it shall include the feminine and neuter gender and vice versa.
- d) The headings used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of this Agreement.
- e) This Agreement shall be construed in accordance with the laws of the jurisdiction where the Customer resides.

22. Defined Terms

- a) **“The Brokers’s Approval”** means the written prior approval given on behalf of The Brokers by any one of the following persons: a Branch Manager, the Designated Registered Option Principal of The Brokers, or any of his or her alternates or any designated director of The Brokers.
- b) **“Regulatory Authorities”** means any relevant securities commission, exchange, market, clearing corporation or self-regulatory organizations, including the Investment Industry Regulatory Organization of Canada; and
- c) **“Securities”** includes shares, share certificates, scrip certificates, options, deposit receipts, warrants, rights, bonds, debentures and notes and any other securities as well as commodities, futures contracts or futures contract options.

23. Authorization

If deemed necessary we may perform a credit check.

PART IV: GENERAL PROVISIONS FOR ALL ACCOUNTS HEADINGS

The headings used in this agreement are for convenience only and shall not in any way affect the interpretation of this agreement.

1. Enurement

This agreement shall ensure to the benefit of and be binding upon each of the Brokers and our successors and assigns, and upon your heirs, executors, administrators, successors and assigns, and shall continue in full force and effect in the event of your death, bankruptcy (whether voluntary or involuntary) or your mental incompetency. The agreement is a continuing agreement and consent applying to any and all future as well as your existing and past transactions with either of the Brokers, or our successors or assigns, and supersedes all prior agreements or provisions if they contain terms or provisions that are inconsistent with those contained in this agreement. In the event of your death, mental incompetence or disability, whether or not executors, administrators, committees, trustees or other conservators of your estate or property have been qualified or appointed, either of the Brokers may take any and all action authorized in this agreement as though you were alive and competent and without prior notice to or without prior demand or call of any kind upon your heirs, executors, administrators, personal representatives, assigns, committee, conservators or trustees. You hereby confirm all purchases, sales and redemption of securities made pursuant to this authorization and direction and you agree to indemnify and save harmless our firm and our directors, officers, employees and agents from any loss, liabilities, costs and expenses (including legal fees) which may be sustained by reason of our actions.

2. Term

This agreement shall remain in full force and effect unless either of the Brokers advises you in writing of a complete or partial change or revocation.

3. Modifications

We may from time to time amend this agreement by giving you 30 days written notice of any amendment, unless the amendment is pursuant to the deemed variance provisions in section 3 of this agreement. The most current version of the terms and conditions will be posted on our Retire First website and you shall be deemed to have accepted any revised terms unless you provide us written notice to the contrary on or before the date of amendment takes effect.

4. Web Use Agreement

If you use either of the Brokers websites, then the Web Use Agreement is incorporated herein by reference and forms part of this Client Account Agreement and you agree to abide by and be bound by the terms and conditions of the Web Use Agreement, posted on our website and as amended from time to time.

5. English Language

You acknowledge that you have expressly required our agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant to our agreement to be drawn up in the English language only. Les parties reconnaissent avoir expressement demande que la presente convention ainsi que tout avis, etat de compte at autre document devant ou pouvant etre produit ou faire l'objet d'une entente en vertu des presentes soient rediges en langue anglaise seulement.

6. Client Copy and Effective Time

You acknowledge receipt of a copy of this agreement. This agreement is subject to approval of your account application by both Brokers and the opening of your account and will be effective and binding from the time at which we first act upon your instructions.

7. Indemnity Regarding Agents and Attorneys

If you have appointed more than one agent pursuant to Trading Authorizations over your account(s), or if you have appointed more than one attorney under one or more Powers of Attorney with authority to govern your accounts with us, then you agree to indemnify and hold each of the Brokers harmless from any and all losses, liabilities, costs and expenses (including legal fees) resulting from either of the Brokers acting in accordance with the authority granted to your agents under the Trading Authorizations or your attorneys under the Powers of Attorney. Without in any way limiting the authority granted or requiring the Brokers to take action with respect to any past, present or future circumstances arising, the Brokers are hereby authorized, in their absolute discretion, to require joint action by all of your agents or attorneys (as the case may be) with respect to any matter concerning your accounts with us, including but not limited to the giving or cancellation of orders and withdrawal of monies, securities or other property.

8. Trading Authorization for Registered Plans

You acknowledge that taxes may become due and payable as a result of transactions regarding the assets held under your Registered Plan (including withdrawals) upon instructions of the person that you appoint or authorize to trade on your behalf and that you will be responsible for all taxes, interest, or penalties owing as a result of any such transaction. You acknowledge that any such instructions will be subject to the terms of the Registered Plan, including any withdrawal or other restrictions.

Further, you acknowledge that any funds withdrawn from your Registered Plan upon instructions of such person shall be made payable to you as annuitant of the Registered Plan and any transfer from your Registered Plan shall be made in accordance with the terms of the Registered Plan regarding transfers. In addition to any other indemnity that you may have provided to the Trustee with respect to the Registered Plan, you agree to indemnify and hold harmless the Trustee and each of the Brokers and their respective associates and affiliates, and each of their respective directors, officers, custodians, employees, agents and assigns from and against all claims, demands, actions, suits or other proceedings by whomsoever brought, and from all losses, costs, damages, expenses, taxes, interest, penalties and other liabilities whatsoever (including, without limitation, legal fees and expenses), directly or indirectly arising out of, in connection with, or in respect of acting in accordance with any Power of Attorney and/or Trading Authorization governing your registered plan.

This indemnification shall survive the termination of the Registered Plan, the withdrawal or transfer out of the assets held under Registered Plan, the resignation or revocation of the trusteeship of the Registered Plan by the Trustee, and the termination of the appointment of attorney or trading authorization. This acknowledgement and indemnity shall be binding on your heirs and assigns.

9. Leverage Risk Disclosure

You acknowledge that using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

10. Control and Jurisdiction

You agree at all times upon our demand, whether made verbally or in writing, to discharge all your obligation and to pay in full all your indebtedness to us, together with interest payable on that indebtedness. Until all your obligations to us are satisfied, you hereby irrevocably consent to authorize us in our sole discretion and without notification to you and notwithstanding any contrary instructions given by you to deal with the securities in any way we see fit and in any manner permitted by law to satisfy in full your obligation to us. Such authorization shall include the right to, in our sole discretion and without notification to you, sell, buy, transfer, pledge, or re-pledge any or all securities without notice or advertisement or to retain the securities in satisfaction of your obligation to us. You hereby acknowledge and consent to Fidelity Clearing Canada ULC having control of the securities and your account for the purposes set out herein. Regardless of any provision in any other agreement relating to the securities, Retire First's jurisdiction is Alberta while Fidelity Clearing Canada ULC jurisdiction is Ontario for purposes of the Securities Transfer Act, or similar legislation in any other relevant jurisdiction.

11. Financial Advisor as Agent (IIROC By-law 39.4 Schedule B)

Your Financial Advisor may be an employee or an agent of Retire First. In either case, Retire First, will be irrevocably liable to you, and will continue to be liable to you for the acts and omissions of your Financial Advisor relating to Retire First's business as if the Financial Advisor were an employee of Retire First. By continuing to deal with Retire First you accept Retire First's offer of indemnity.

12. Non-Securities Activity (IIROC By-law 39.4 Schedule B)

In the normal course of conducting business with your advisor, he or she may provide advice and other services concerning equities, bonds, mutual funds and other securities. Your Financial Advisor may also provide advice and services concerning high interest savings accounts and other products provided by outside financial institutions. These activities and products are conducted through Retire First. Your Retire First advisor may also be registered to sell and advise you on insurance products through their relationship with PPI Solutions. As a result, he or she is an agent of, or employed by, or represents, two separate entities. Depending on the products purchased from your advisor, you should understand that you may be dealing with two different entities and that remuneration earned by your advisor from the sale of these different products may vary. Retire First will share your confidential client information between these entities with your consent. Any cash or securities relating to your securities transactions will be held by the Carrying Broker and any cash or securities relating to insurance or insurance-related products (e.g. segregated funds) will either be held by the Carrying Broker or provided to the respective insurance companies or applicable third-party custodians. PPI Solutions is not a member of the Canadian Investor Protection Fund (CIPF). Any non securities-related business carried on outside of Retire First or Fidelity Clearing Canada ULC is not the responsibility of the Brokers, but is the responsibility of the advisor alone.

13. CIPF Coverage

You acknowledge that securities held *off-book* are not held in Fidelity Clearing Canada ULC account and are *not* eligible for CIPF coverage. In most cases, our clients will hold their securities *on-book* making them eligible for CIPF coverage. On-book means that various securities will show up on your client statements as being held in your account on your behalf in the name of Fidelity Clearing Canada ULC. Clients may on occasion hold certain securities off-book, meaning the securities are not shown as being held in your Fidelity Clearing Canada ULC account, but rather are held in an account with a third-party (e.g. mutual fund units held by a mutual fund company or guaranteed investment certificates held by a bank or trust company). Securities held off-book are held in the name of the client and are not eligible for CIPF coverage.

14. Qualified Intermediary

You acknowledge that we entered into a qualified intermediary withholding agreement with the United States Internal Revenue Service to benefit from simplified withholding and reporting rules and as such we have US withholding responsibilities. You agree that to the extent we are required as a Qualified Intermediary or by any laws, rules, regulations, or order of any US governmental authority to withhold from US sources any sum from payments to or from your account(s) and to report as required, and we shall be entitled to do so. We will provide you with appropriate statements of any such deductions, remittances or disbursements.

15. Time

Time shall be of the essence in this Agreement.

16. Severability

If any provision of this agreement is held to be invalid or unenforceable in whole or in part, the validity of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

17. Force Majeure

Notwithstanding any other term or condition of this agreement, neither you nor we shall be obligated to perform or observe our obligations undertaken in this agreement (except for obligations to make payments here under and regulatory obligations) if prevented or hindered from doing so by any circumstance found to be beyond our control.

18. Further Assurances

Both you and we agree to do all acts or things and shall execute and deliver all documents or instruments as are necessary or desirable to give effect to the provisions of this agreement.

EXPLANATION TO CLIENTS FOR SHAREHOLDER COMMUNICATION CLIENT RESPONSE FORM (NI 54-101)
(Explanation to Clients of Communication with Beneficial Owners of Securities of a Canadian Reporting Issuer)

Based on your instructions, the securities in your account with us are not registered in your name but in the name of the Carrying Broker or the name of another person or company holding your securities on its behalf. 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 issuer's securities if the beneficial owner does not object to having information about them disclosed to the reporting issuer or other persons and companies.

Part 1 of the Shareholder Communication NI 54-101 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, please mark the first box on 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 us.

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 conjunction 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 obligated to do so. Securities law permits you to decline to receive security holder materials.

The three types of material 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 Shareholder Communication NI 54-101 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 Shareholder Communication NI 54-101 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.

(Note: 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 your intermediary if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

Preferred Language of Communication

Part 3 of the Shareholder Communication NI 54-101 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.

Electronic Delivery of Documents

Securities law permits us to deliver some documents by electronic means if the consent of the recipient to the means of delivery has been obtained. If you wish to receive documents available in electronic delivery form from us, please complete Part 4 of the Shareholder Communication NI 54-101 Form and provide the required email address.

Contact

If you have any questions or want to change your instructions in the future, please contact your representative at Retire First.

Relationship Disclosure

Business Activities and Services

Retire First Ltd. (Retire First) is a dealer member of IIROC and a member of the Canadian Investor Protection Fund (“CIPF”). Retire First is an investment firm that provides advice and personal financial solutions to retail clients to assist them in achieving their financial goals. This is achieved through recommending the purchase or sale of various equities, fixed income products, exchange traded funds, mutual funds, money market, and deposit instruments to our retail clients to be transacted in their investment accounts. Accounts that we offer for our clients include various forms of, cash, margin, RRSP, LIRSP, LIRA, RRIF, LRIF, LIF, TFSA, and RESP. All of these accounts types can be managed in a manner that best suits the individual client desires and needs, whether it be a commission based account, fee based account, or a fully managed discretionary account.

Account Opening and Operation

Your account with your Investment Advisor has been opened for the purpose of investing, and fees for these investments will be charged on a transaction basis in commission accounts, or a monthly basis in fee based and managed accounts. Commission and fee based accounts will be managed with all transactions having approval by the individual with trading authority on the account prior to execution of any order in the account. Opening of a managed account means you have granted to your Portfolio Manager the discretionary power to make investment decisions on your behalf with respect to your account. In all of your investment accounts your Investment Advisor is a fiduciary and is responsible to you for providing suitable and unbiased investment recommendations. Your Investment Advisor will collect personal and financial information from you, including your investment objectives, risk tolerance, investment time horizon, investment experience and your Insider status in any publicly-listed companies - this information is collectively known as “Know Your Client” or “KYC” information. Retire First Investment advisors have at their disposal an extensive “Suitability Assessment” document that can be used with clients to help identify each individual's account objectives, time horizon, risk tolerance and management options to best suit their investment goals. The data we collect is used to help us determine if the investment is suitable for you or not. Clients are advised to inform brokers when material changes occur to help ensure product suitability.

Suitability

Suitability is generally defined at the time the order is taken except in the case of a managed account where the more onerous overall ongoing suitability is in effect at all times. In addition to the time the order is taken a suitability review will be performed by Retire First whenever there is a significant deposit of cash or securities, a change in the registered representative or portfolio manager handling the account or a significant change if the client's circumstances changing their overall objectives, time horizon or risk factor. Significant changes in the nature of the security or a significant market event may also cause Retire First to do a suitability review. When an unsuitable investment is identified, either at the time of recommendation, order acceptance or subsequent time after, there is an obligation to take appropriate action. Unsuitable investments can be identified during account updating, account transfer, sector, market or security related event, unsolicited order or during a trade review. The registered representative is required to take a course of action in a timely manner. The registered representative can contact the client to see if any material changes have occurred that would warrant an amendment to the “know your client” information. Where a client does not want to dispose of the unsuitable investment, it may be appropriate to recommend changes to the portfolio to ensure suitability of the overall portfolio. Registered representatives are required to contact their client to discuss concerns and to document any actions that they take in response to this issue.

For a more extensive explanation of Suitability and the Retire First process for monitoring Suitability please refer to the Suitability section of the Terms and Conditions Booklet.

Your Investment Advisor is also responsible for all aspects of the account opening process, including obtaining from you all necessary signed documents required by applicable laws and regulations in order to open and maintain your account. When you open your account, your Investment Advisor is responsible for providing you with copies of your signed account application form containing your “KYC” information, this Relationship Disclosure Document, a copy of your signed confirmation of receipt of this Relationship Disclosure Document, a copy of the margin agreement should you open a margin account, and other documents that form a part of the account opening package. The account opening package will also contain a Fee Schedule setting out the fees and charges applicable to the operation and maintenance of your account by Retire First.

Retire First with the help of our carrying broker will provide you with written confirmations of each trade unless you have provided to your Investment Advisor a written waiver from receiving such trade confirmations. Written confirmations of trades are typically sent the business day after the day on which the trade occurs.

Account Performance Reporting

You will also be provided with periodic statements regarding the assets and activity in your account. Statements will be mailed to you after each Calendar quarter end and, in addition, after each month end where activity of any kind occurs in your account. Statements will be mailed to your address on file no more than 12 business days after month end. Your statements will include a listing of all securities held in your account reflecting both the average cost and the current market value as of the last business day of that particular month, along with a listing of all transactions effected during the month. In addition, Retire First will commence providing you annually with cumulative realized and unrealized income and capital gains together with one, three, five and ten year annual compounded percentage returns. Should your account be open for less than 10 years, an annual compounded percentage return since the account was opened will be provided. These performance numbers may be re-set with a new start date if there has been a material change in account objectives, risk tolerance, time horizon, or assets are transferred into or out of the account to more accurately reflect the clients account performance.

Fees and Service Charges

Retire First will charge various fees for operating your account. For your reference, a full listing of all applicable fees to Retire First is set out in the Fee Schedule that is included in your account opening package. In addition to items noted in the Fee Schedule, Retire First will also deduct Portfolio Management fees from your account as instructed by, and on behalf of, your Investment Advisor. The timing and the amount of Portfolio Management fees to be deducted is determined by you and your Portfolio Manager. Retire First may also earn revenues related to interest rate spreads on cash balances, commissions in fixed income purchases, commissions and trailer fees from mutual fund purchases, and spreads earned from foreign exchange conversions of funds to and from Canadian dollars. Generally there is no charge in closing an account. If you chose to liquidate your holdings normal commission charges will apply.

Please refer to the commission section of the Terms and Conditions Booklet. Transfer out fees may also be applicable in some circumstances, please refer to the fee schedule for these costs.

Conflicts of Interest Policy

As an investment dealer we are required to assess the implications of the different relationships we have, or may have, to ensure trust is maintained with our clients. For any conflict of interest, whether possible or actual, that is identified, we can manage that conflict through: (1) avoidance, (2) control, and (3) disclosure. For each identified conflict of interest we will determine what combination of the three conflict management tools is appropriate to ensure appropriate transparency with our clients, fostering trust as we strive to assist them achieve their financial goals. We have tried to identify all potential conflicts in our conflict document however if new ones are found that we cannot avoid we will make every attempt to let you know of the potential conflict as they arise.

For a more extensive explanation of conflicts of interest and those that have been identified and the Retire First process for handling those conflicts of interest please refer to the conflicts of interest section of the Terms and Conditions Booklet.

Complaints Management

Should you have complaints regarding the services provided by your Investment Advisor, you should raise them directly with the Investment Advisor. Should you have any complaints regarding services provided by our Carrying Broker in the operation of your account(s), we ask that you promptly raise your concern with your Investment Advisor who will relay your concerns to the applicable people. Where you are alleging misconduct in the handling of your account, including but not limited to theft, fraud, breach of confidentiality, misappropriation or misuse of funds or securities, forgery, unsuitable investments, misrepresentation, unauthorized trading or other inappropriate financial dealings, you or your Investment Advisor who is authorized to act on your behalf should raise your dissatisfaction directly with our Designated Complaints Officer.

Retire First is committed to providing an initial acknowledgement of your complaint (apart from service-related complaints) within 5 business days. Retire First may insist that you provide or clarify your complaint in writing to us. Where we have embarked upon an investigation of the merits of your complaint, we will provide you with a substantive response within 90 calendar days, barring exceptional circumstances. We will also provide you with information regarding alternative recourse that may be available to you. Please submit your written correspondence by mail to the attention of Designated Complaints Officer.

For a more extensive explanation of client complaints and the Retire First process for handling these complaints please refer to the Client Complaints section of the Terms and Conditions Booklet.

Suitability

Security Regulators require that we provide information to investors about how investment suitability is determined for client accounts.

Suitability is a complementary to the requirement for advisors and their firms to deal fairly, honestly and in good faith with clients. This obligation also includes the duty to disclose any know or discoverable risks to the investors before entering into any transaction.

Suitability of orders and recommendations must be considered based on factors such as and not limited to the client's current financial situation, investment knowledge, investment objectives and time horizons, risk tolerance and the accounts current composition and risk level. For example, the risk profile of a client who pays full for a position as long term holding is different than client who buys the same security on margin, as a part a day trading strategy.

Suitability begins even before an order is received, recommended or executed. Suitability begins at account opening when determining the account type is appropriate for the client's circumstances. This "know your client" information is collect at account opening and throughout the client/advisor relationship. Registered Representatives will conduct periodic inquiries with each client to determine if there have been any material changes to the client's circumstances. Clients are advised to inform brokers when material changes occur to help ensure product suitability.

Brokers are obligated to know and understand the characteristic and risk associated with investment products approved or recommended to their clients. They must assess the risks associated and be able to clearly explain to the client the reasons that a security is appropriate and suitable as an investment for their account.

An unsuitability investment or recommendation is one that is inconsistent with the client's personal circumstances including financial situations, investment knowledge, investment objectives, time horizon, portfolio composition and risk level. When an unsuitable investment is identified, either at the time of recommendation, order acceptance or subsequent time after, there is an obligation to take appropriate action. Unsuitable investments can be identified during account updating, account transfer, sector, market or security related event, unsolicited order or during a trade review. The registered representative is required to take a course of action in a timely manner. The registered representative can contact the client to see if any material changes have occurred that would warrant an amendment to the "know your client" information. Registered Representatives should note that it is inappropriate to update or alter the 'know your client' information to justify the order, recommendation or investment. Where a client does not want to dispose of the unsuitable investment, it may be appropriate to recommend changes to the portfolio to ensure suitability of the overall portfolio. Registered representatives are required to contact their client to discuss concerns and to document any actions that they take in response to this issue.

Unsolicited unsuitable orders

When an unsolicited order is deemed to be unsuitable by the registered representative, they must take appropriate actions to deal with the order. The client must, at a minimum, be advised against proceeding with the order. The obligation on the registered representative partially depends on their relationship with the client. Appropriate action may include providing clients with cautionary advice and documenting the advice or recommend changes in the account. If a registered representative is unsure how to proceed with an unsolicited order, they can contact their supervisor or compliance department.

Events that may trigger suitability review:

- Securities are transferred or deposited into the account

- There is a change in the Registered Representative or Portfolio Manager responsible for the account.
- There is a material change in the clients life circumstance or objectives that has resulted in revisions to the clients ‘know your client’ information required by the dealer member (such as a change in the objectives that cause the portfolio returns to start anew)
- Securities that have undergone a material change in its risk profile
- Daily trade review

Suitability of Portfolio vs. Individual Account

For clients that have more than one account at Retire First, suitability will be determined on the following basis:

- Individual cash accounts under the same route number will be considered a portfolio unless separate paperwork has been completed to keep them separate.
- Multiple accounts suitability can be assessed provided the following*:
 - The beneficial owner is the same for all the accounts
 - The clients risk tolerance, time horizon and investment objectives are identical for all the accounts;
 - The client understands and acknowledge that the information collected on a single set of “know your client information” will be used to assessed suitability on a multiple account basis

*Retire First has the ability to supervise accounts for suitability information for multiple account suitability.

CONFLICT OF INTEREST RULES STATEMENT/STATEMENT OF POLICIES

Securities laws in certain Canadian jurisdictions require securities dealers and advisors, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal advisor.

Under certain circumstances, we may deal with or for you in securities transactions where the issuer of the securities or the party to the transaction is a firm or a party having an ownership or business relationship with us. Since these transactions may create a conflict between our interests and yours, we are required by Canadian securities laws to disclose to you certain relevant matters relating to the transactions. This statement contains a general description of the required disclosure. A complete statement of these rules is set out in Policy 7.1 of the Alberta Securities Act Regulations, Part XIII of the Regulation under the Ontario Securities Act, Title V, Chapter VII of the Quebec Securities Regulation and similar provisions of applicable securities legislation in certain other Canadian jurisdictions.

General Description

Actual, potential and perceived conflicts of interest exist in almost all human interactions. Our relationship with you is no different. For instance, Retire First Ltd. is a business and we have a legal responsibility to maximize economic returns for our shareholders and other stakeholders. We believe the best way to achieve our goal is to provide you with trusted advice and personalized financial solutions that help you achieve your financial goals in order to retain your continued patronage and encourage you to recommend our services and products to others.

Description of Member Firm

Retire First is what is referred to as a “retail/introducing broker” investment firm, serving retail clients and not regularly representing both sides to a transaction, namely, the buyer and the seller. Your investments are held by our “carrying broker” – which executes, settles and reports all your trade activity to you – and provides us to us (and effectively to you) with a contractual indemnity assuring that the investments on their statements are as shown on your statements.

You can learn more about our firm at www.retirefirst.com

The general types of conflicts of interest which can arise are:

- Conflicts of interest between you and us,
- Conflicts of interest between you and our other clients, and
- Conflicts of interest between us and our related and associated companies.

Description of Role of an Investment Dealer

As an investment dealer, we are a financial intermediary. As is the common practice in the brokerage industry, sometimes we may be the party on the other side of the transaction (referred to as a “principal” trade) where we own the security we sell to you. On other occasions, we simply facilitate a transaction between you as our client and a third party on the other side of the transaction through an “agency” trade where we have no ownership interest in the security traded.

Management of Conflicts of Interest

In general, we deal with and manage relevant conflicts as follows:

- **Avoidance:** This includes avoiding conflicts that are prohibited by law as well as conflicts that cannot effectively be addressed.
- **Control:** We manage acceptable conflicts through means such as physically separating different business functions and restricting the internal exchange of information.
- **Disclosure:** By providing you with information about conflicts, you are able to assess independently their significance when evaluating our recommendations and any actions we take.

The following information is intended to assist you in understanding and assessing material potential and actual conflicts of interest, including how we address them. This is an overview of a complex subject. Despite that, we believe the simplest control is the most effective – your continued satisfaction and patronage. *If you ever have any questions or concerns, whether they involve conflicts of interest or anything else, you should never hesitate to say so and ask your advisor for an explanation and more information*

More Information

Canada has comprehensive and extensive securities regulatory rules and regulations, many of which are directed at protecting client and investor interests, including dealing with conflicts of interest. We suggest that you refer to the websites and publications of the provincial securities commissions through the Canadian Securities Administrators (CSA) and Investment Industry Regulatory Organization of Canada (IIROC) for more information on how Canadian securities regulations address conflicts of interest in order to safeguard the investing public.

We document our core values and standards, including general standards for how we deal with conflicts of interest. You should also refer to the Retire First Statement of Policies. You can obtain a copy from your advisor on request or from our website at: www.retirefirst.com

Possible Conflicts and How They Are Managed

Conflict of Interest	Address By	How Conflicts Will Be Addressed
Ongoing Conflict of Interest		
We earn compensation by selling products and services to you for which you pay us.	Disclose Control	<ul style="list-style-type: none"> - We will inform you of fees, commissions and other compensation in advance so that you know what you will be paying. - Please see our suitability brochure at www.retirefirst.com - We offer a variety of pricing options to choose from. - We are required by industry regulations and firm policy only to make “suitable” investment recommendations
Different products and services have differing levels of compensation.	Disclose	<ul style="list-style-type: none"> - Our compensation is disclosed to you and we offer pricing alternatives intended to reduce the conflicts associated with commission-based pricing. - We are required by industry regulations and firm policy only to make “suitable” investment recommendations.
We would like you to use more of our services and buy more of our products.	Avoid	<ul style="list-style-type: none"> - We do not engage in “tied selling”, where purchase of one service is conditional on buying another as well, a practice that is prohibited by regulation in any event.
	Control	<ul style="list-style-type: none"> - We have policies and procedures prohibiting recommendations solely for the purpose of generating revenue for us without any benefit to you.
	Control	<ul style="list-style-type: none"> - Management has put in place compliance programs to monitor investment advisors to help identify and address concerns.
If you have a managed account, we have discretion or control over transactions in your account	Control	<ul style="list-style-type: none"> - When we have discretionary power to manage your account for you, regulations require that we disclose to you and obtain your approval in advance to buy securities of either related and connected companies or issuer for whom we are offering securities as syndicate agent
Conflict of Interest May Occur		
Our compensation, organizationally and individually, may involve commissions based on sales volume.	Disclose	<ul style="list-style-type: none"> - We offer fee-based and managed accounts, as well as similar products such as no-load mutual funds, which have pricing structures designed to reduce commission incentives.
We may receive compensation from securities issuers and other third parties based on their products we sell to you, such as “trailer fees” on mutual funds and commissions and “trailer fees” on segregated funds and insurance policies.	Disclose	<ul style="list-style-type: none"> - We disclose to you the situations and type of third party compensation we may receive. Please refer to other sections of this Terms and Conditions booklet at www.retirefirst.com - Securities regulations require issuers to provide specific disclosure in the offering document (e.g., prospectus) of such arrangements and the compensation we will receive.
We are compensated in other ways as a result of the business you may do with us, including interest spreads on uninvested cash deposits with us and foreign exchange spreads when you convert currencies.	Disclose	<ul style="list-style-type: none"> - Various forms of other compensation we may receive are disclosed to you in the Terms and Conditions booklet at www.retirefirst.com - Please refer to other sections of this booklet and our other disclosures to you in that regard.
We may sell you securities which we own (called principal trades) and profit by doing so.	Avoid	<ul style="list-style-type: none"> - We do not make markets or trade for our own proprietary account. We can and do have inventory averaging accounts however we do not profit from doing so.
	Disclose	<ul style="list-style-type: none"> - In the case of fixed-income securities we provide you with a stated yield to maturity so you can assess the competitiveness of our pricing.
We may sell you securities of companies that	Disclose	<ul style="list-style-type: none"> - We are required by regulation to disclose this when we

Conflict of Interest	Address By	How Conflicts Will Be Addressed
are related or connected to us.	Disclose Disclose Control	make a recommendation to you. - All of our related parties are disclosed in the Retire First Terms and Conditions booklet at www.retirefirst.com - We inform you whether a transaction involved a related or connected security on the trade confirmation. - Our advisors receive the same commission compensation payout as a percentage of gross revenue regardless of the product originator.
We have discretion or control over transactions in your account if it is a managed account or pooled investment fund.	Control Disclose Avoid	- Regulations require that we disclose and obtain your specific approval to purchase securities of related and connected entities when we have discretionary power to do so. - Investment funds are subject to stringent conflict of interest requirements and oversight mechanisms. - We are required by securities legislation to prohibit transactions where the individual advisor may have an interest or have influence or control.
We may need to select which clients will be offered certain securities if availability is limited.	Control	- We have a “fair allocation” policy for managed accounts and pooled investment funds. - For non-discretionary accounts, individual advisors make the determination based on individual client relationships.
We may have access to commercially sensitive or inside information.	Avoid Control	- We may decline to provide a service to avoid insider trading provision in securities legislation. - We have specific procedures for responding to conflicts of interests that involve inside information and for complying with insider trading provisions.
We distribute investment research that is produced by third parties.	Control	- We have and follow written procedures under IIROC regulations that govern the distribution of third-party research. - Our research and recommendations are subject to extensive and detailed regulatory requirements and internal standards.
We may engage in trading of securities for our own account (called proprietary trading).	Avoid Control	- As a firm we do not do proprietary trading. - Employee trades are identified as such and client trades are given priority to firm and employee trades in accordance with industry “client priority” regulations.
Your advisor or representative may make permitted personal investments in private companies that manufacture investment products.	Avoid Control	- Your advisor or representative must declare and have approved by us any such private investments before they are made. - If such personal investments have been approved, your advisor or representative will <i>and</i> we will disclose such an investment to you in writing.
We may receive compensation by trading destinations, including electronic communication networks, market makers and exchanges in connection with trades on markets we direct to such destinations through affiliates or directly.	Avoid Disclose	- Industry regulations dictate our best price and best execution obligations to you. - We disclose to you our ownership interests in marketplaces and policies and procedures for order routing.
Individuals registered with us may also be registered with another registered firm related to Retire First and provide services to clients of that firm.	Avoid Control	- These relationships are subject to legislative and industry regulatory requirements that impose restrictions on dealings between related registered firms and/or individuals that are dually registered with a related registered firm. Such restrictions are intended to minimize the potential for conflicts of interest resulting from these relationships.
We may permit certain individuals who are registered with us (including your investment advisor or account representative) to be employed by, participate in, or accept compensation from other persons or firms, outside the scope of his/her relationship with us.	Control	- We have adopted internal policies and procedures that supplement the regulatory requirements, including policies on privacy and confidentiality of information. As well they are subject to regulatory guidance on the disclosure and approval of outside business activities
Individuals may serve on a board of directors or take on other activities that could take time or attention away from your account.	Avoid	- Securities legislation prohibits an individual from serving as a director of another registered firm that is not an affiliate of our firm.
	Control	- When an advisor or representative sits on a board of directors of another company, a charity or undertakes other community activities in any substantive way, they

Conflict of Interest	Address By	How Conflicts Will Be Addressed
		are subject to regulatory guidance on the disclosure and approval of outside business activities.

Disclaimer
 The conflict of interest examples included in this document are not intended to be all-encompassing, as the types of conflicts that can arise may be unique in each situation. As a firm we are constantly evaluating relationships we have with our clients to ensure all material conflict of interest situations are either avoided or properly controlled and disclosed.

IMPORTANT CONCEPTS

Related party - A party is related to us if, through the ownership of or direction or control over voting securities, we exercise a controlling influence over that party, that party exercises a controlling influence over us or another party exercises a controlling influence over both of us.

Connected party - A party is connected to us if, due to indebtedness or certain other relationships, a prospective purchaser of securities of the connected party might question our independence from that party.

Associated party - An associated party is either a related party or another party in a close relationship with us, such as one of our partners, salesmen, directors or officers.

REQUIRED DISCLOSURE

We must make certain disclosures where we act as your broker, advise you or exercise discretion on your behalf with respect to securities issued by us, by a related party or, in the course of an initial distribution, by a connected party. In these situations, we must disclose either our relationship with the issuer of the securities, or that we are the issuer. We must also make disclosure to you where we know or should know that, as a result of our acting as your broker or advisor, or of our exercising discretion on your behalf, securities will be purchased from or sold to us, an associated party or, in the course of initial distribution, a connected party.

The following is a list of the time and manner in which these disclosures must be made.

- Where we buy or sell securities for your account, the required disclosure will be contained in the confirmation of trade which we prepare and send to you.
- Where we advise you with respect to the purchase or sale of securities, the disclosure must be made prior to our giving the advice.

In addition, where we exercise discretion under your authority in the purchase or sale of securities for your account, we may not exercise that discretion for the types of transactions described above unless we have obtained your prior specific and informed written consent.

Related Parties

As at August 30, 2011, Cielo Waste Solutions Corp. became a related issuer to Retire First Ltd.

Connected Parties

As at June 1, 2009, Retire First Ltd. had no connected parties. We will provide you with a list of connected parties if any parties become connected.

If you have any questions or would like further information please contact the Retire First Ltd., Chief Compliance Officer, Suite 101 - 4610 49th Avenue, Red Deer, AB, T4N 6M5, telephone 403-314-5553 or 1-877-314-5553

Client Complaints

Retire First has procedures to ensure that complaints are dealt with effectively, fairly, and expeditiously.

Retire First has appointed Designated Complaints Officer (DCO). The DCO can be emailed at DCO@retirefirst.com, phone 403-314-5553, by mail at Retire First Ltd. 101, 4610 49 Ave. Red Deer, AB T4N 6M5

Definition of a Complaint

A “complaint” must be submitted by a client, or a person authorized to act on behalf of a client, and includes:

- Any written, electronic, or verbal recording of an expression of dissatisfaction with Retire First or a Retire First employee or agent alleging misconduct; and
- Any verbal expression of dissatisfaction with Retire First or a Retire First employee or agent alleging misconduct that would require an internal investigation based on the circumstances, or the nature or severity of the alleged misconduct.

Client Access

At account opening, Retire First will provide you with a written summary of Retire First’s complaint handling procedures in the Terms and Conditions Booklet.

A copy of the IIROC complaint handling process brochure will be provided as part of our Welcome Kit with copies of your account documents. Retire First’s written summary of its complaint handling procedures is available on our website under “Contact Us”.

Complaint Handling Procedures

The DCO will conduct a preliminary investigation of all complaints.

The DCO will send an acknowledgement letter to you within five (5) business days of receipt of a written complaint. The acknowledgement letter will include the following:

Complaint Acknowledgement Letter

- a) The name, title, and full contact information of the DCO;
- b) A statement indicating that the client should contact the DCO at RETIRE FIRST if they would like to inquire about the status of their complaint;
- c) An explanation of RETIRE FIRST’s internal complaint handling process, including but not limited to the role of the DCO;
- d) A copy of the Arbitration/Ombudsman brochure
- e) a copy of the IIROC complaint handling process brochure and a reference to the statutes of limitations contained in the document;
- f) The ninety (90) days timeline for RETIRE FIRST to provide a substantive response to the complaint; and
- g) A request for any information reasonably required to investigate the complaint.
- h) If the complaint is verbal, a request for you to put the full details of your complaint in writing.

Substantive Response Letter

RETIRE FIRST will send a substantive response letter to you along with a copy of IIROC’s complaint handling process brochure no later than ninety (90) days from the date of receipt of the complaint.

If for some reason the DCO will not be able to send the letter to you within the ninety (90) day time frame then you will be advised in writing with the reasons for the delay and the new estimated time of completion.

The letter to you will include the following information:

- a) a summary of the complaint;
- b) the results of the investigation;
- c) the final decision on the complaint, including an explanation; and a statement describing the options available to you if you are not satisfied with the response, including:
 - i. arbitration;
 - ii. if a request is made within 180 days from the date of the letter, the ombudsperson service provided by the OBSI
 - iii. submitting a regulatory complaint to IIROC for an assessment of whether disciplinary action is warranted;
 - iv. litigation / civil action; and
 - v. other applicable options

BORROWING MONEY TO BUY SECURITIES (LEVERAGING) DISCLOSURE DOCUMENT

Provincial Securities Regulators require that we provide this information to investors who may be considering borrowing money to buy securities.

There are two ways to buy securities. You can use cash only or a combination of cash and borrowed money. If you pay cash to buy your securities in full then your percentage gain or loss will equal the percentage increase or decrease in the value of the securities. Using borrowed money to buy the securities will magnify the gain or loss. This effect is called leveraging. Using borrowed money to buy securities involves a greater risk than buying securities using cash only.

For Example

You buy \$100,000 of securities and pay for it with \$25,000 in cash and \$75,000 from borrowings. The value of the securities then falls by 10% to \$90,000. Your equity interest (the difference between the value of the securities and the amount borrowed) has now declined by 40%, i.e. from \$25,000 to \$15,000.

However, if you buy \$100,000 of securities with cash only, and their value drops by 10% to \$90,000, then your equity interest has declined by 10%.

Each investor must determine the amount of risk involved in a leveraged purchase of securities. Risk will vary depending on the circumstances of each investor and the securities he, or she, purchases.

If you borrow money to buy securities, you should know about the terms of the loan that is secured by the securities you buy. Your lender may require that the amount outstanding on the loan not go above an agreed percentage of the market value of the securities. If this happens, you must either pay the loan down or sell the securities to return the loan to the agreed percentage relationship.

In Our Example Above

Your lender requires that the loan not exceed 75% of the market value of the securities. When the value of the securities falls to \$90,000, then you must reduce the loan to \$67,500 (75% of \$90,000). If you don't have the cash to reduce your loan, then you must sell your securities at a loss to provide the money to reduce the loan.

You will also need money to pay the interest on your loan. Under these circumstances, we advise all investors who leverage their investments to have the adequate cash to pay both the interest and to reduce the loan if the borrowing arrangements require such a payment.

PRIVACY LEGISLATION

On January 1, 2004, new legislation related to the collection, use and disclosure of personal information came into effect, impacting the personal information collected by Retire First Ltd. ("Retire First", "us", "we", or "our") in the course of providing services to you. In support of our commitment to your personal privacy we have adopted the privacy principles and procedures set out in our Privacy Policy which is available on our website at www.retirefirst.com or from our offices at the contact information listed below.

The Privacy Policy describes why and how we collect personal information, how we will use the personal information we collect and to whom we disclose personal information. It also sets out your rights with respect to the personal information obtained by Retire First about you and how we will be accountable to you. We encourage you to take a moment to review our Privacy Policy carefully.

The Privacy Policy provides important details about the collection, use and disclosure of your personal information when accessing the products and services offered by us. If you do not notify us otherwise, we will consider that you have consented to the collection, use and disclosure as outlined in our privacy policy.

If we ever desire to use the personal information we have collected from you for other purposes, or if we would like to collect further personal information for a use not previously disclosed to you, we will inform you and seek your consent for any such new use or collection. If you do not consent to the collection, use or disclosure of your personal information for any purpose outlined in our privacy policy, you should contact the Privacy Officer.

Most of the information we collect is required by law or necessary to offer you certain products and services as Brokers. If you refuse or withdraw your consent, we may not be able to provide you with our products and services. We will explain your options for refusing or withdrawing consent to any collection, use or disclosure of your personal information, or any part thereof, described in our privacy policy and record and respects your choices.

We have a designated Privacy Officer to oversee the Privacy Policy and to respond to your concerns or questions about privacy and confidentiality - or any concerns about the way a request for personal information was handled.

If you have questions regarding the personal information maintained about you or concerns about the collection, use or disclosure of such personal information described in our Privacy Policy you should contact: Retire First Ltd. Privacy Officer at Suite 101, 4610 49th Ave, Red Deer, Alberta. Telephone 403-314-5553, Toll Free at 1877-314-5553.

We will be pleased to answer your questions and address your concerns.

At Retire First Ltd. your personal privacy is as important to us as it is to you, and our Privacy Policies further confirms our commitment to you.

SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

1. Definitions. Whenever used in this declaration of trust or on the Application, any capitalized terms shall have the meanings given to them below:

“Agent” means Fidelity Clearing Canada ULC and its successors and assigns;

“Annuitant” means the individual who has executed the application to be plan owner for the Plan within the meaning Applicable Laws give to that word;

“Applicable Laws” means the Income Tax Act (Canada), relevant pension legislation and such other laws of Canada and of the provinces and territories applicable hereto;

“Application” means the Annuitant’s application to the Agent for the Plan;

“Contribution” means a contribution of cash or any Qualified Investment under the Plan;

“Estate Documents” means proof of the Annuitant’s death and such other documents including Letters Probate of the Annuitant’s Will as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Annuitant’s death;

“Estate Representative” means an executor, an administrator, an administrator with the will annexed, a liquidator, or an estate trustee with a will or without a will, whether one or more than one is so appointed;

“Expenses” means all costs, charges, fees, commissions, investment management fees, brokerage fees, legal expenses and out-of-pocket expenses (together with any goods and services tax or other Taxes applicable to such expenses) incurred from time to time in relation to the Plan;

“Former Spouse” means the individual who is considered by Applicable Laws to be the Annuitant’s former spouse or common-law partner;

“Maturity Date” means the date the Annuitant selects for the start of a Retirement Income, which must not be after the end of the year in which the Annuitant attains the maximum age for the commencement of a retirement income as prescribed by Applicable Laws from time to time;

“Plan” means the retirement savings plan the Annuitant and the Trustee have opened in the Annuitant’s name pursuant to his or her Application; “Plan Proceeds” means the Property, less any Expenses and Taxes which may be required under Applicable Laws;

“Property” means any property, including the income thereon the proceeds thereof and cash, held under the Plan from time to time;

“Qualified Investment” means any investment, which is a qualified investment for a registered retirement savings plan according to Applicable Laws;

“Retirement Income” means a retirement income within the meaning of Applicable Laws;

“Spouse” means the individual who is considered by Applicable Laws to be the Annuitant’s spouse or common-law partner;

“Taxes” means any and all applicable taxes, assessments, interest and penalties; and

“Trustee” means The Royal Trust Company in its capacity as trustee and issuer of the Plan, and its successors and assigns.

2. Declaration of Trust. The Trustee agrees to act as trustee of a Retirement Savings Plan for the Annuitant named in the Application and to administer the Property according to this Declaration of Trust.

3. Appointment of Agent. The Trustee has appointed Fidelity Clearing Canada ULC (the "Agent") as its agent to perform certain duties relating to the operation of the Plan. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Plan remains with the Trustee.

4. Registration. The Trustee will apply for registration of the Plan as a retirement savings plan pursuant to the Applicable Laws.

5. Contributions. The Annuitant or the Annuitant's Spouse may make Contributions to the Plan in such amounts as are permitted under Applicable Laws, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Annuitant or the Annuitant's Spouse, as the case may be, to ensure that the amount of Contributions made to the Plan are within the limits permitted under Applicable Laws.

6. Refund of Contributions. The Trustee shall on written application by the Annuitant or, where applicable, the Annuitant's Spouse, in a form satisfactory to the Trustee, pay an amount to the taxpayer in order to reduce the amount of tax payable under Part X.1 of the Income Tax Act (Canada) and Applicable Laws.

7. Tax Information. The Trustee shall provide the Annuitant and, where applicable, the annuitant's Spouse, with appropriate information slips for income tax purposes for all Contributions made to the Plan and such other information regarding the Plan as may be required under Applicable Laws.

8. Delegation by Trustee. The Annuitant expressly authorizes the Trustee to delegate to the Agent the performance of the following duties of the Trustee under the Plan:

- a) receiving Contributions to the Plan from the Annuitant and/or the Annuitant's Spouse, as the case may be;
- b) receiving transfers of property to the Plan;
- c) investing and reinvesting the Property as directed by the Annuitant;
- d) registering and holding the Property in the Trustee's name, the Agent's name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;
- e) maintaining the records of the Plan, including designation of beneficiaries, where applicable;
- f) providing to the Annuitant statements of account for the Plan at least annually;
- g) preparing all government filings and forms;
- h) making payments out of the Plan pursuant to the provisions hereof; and
- i) such other duties and obligations of the Trustee under the Plan as the Trustee in its sole discretion may from time to time determine.

The Annuitant acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties.

9. **Investment of the Property.** The Property shall be invested and reinvested on the directions of the Annuitant without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Annuitant to provide such documentation in respect of any investment or proposed investment, as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee's requirements at that time.
10. **Segregated Funds.** Segregated fund Property will be held in nominee name. The Annuitant agrees to designate the Trustee as the beneficiary under any segregated fund held under the Plan. Upon the death of the Annuitant, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Declaration of Trust. For greater certainty, upon the death of the Annuitant, the Trustee shall hold the segregated funds as Plan Proceeds for any beneficiary designated by the Annuitant under the Plan, in accordance with this Declaration of Trust.
11. **Choice of Investments for the Plan.** Without restricting the generality of the foregoing, it shall be the sole responsibility of the Annuitant to:
 - a) select the investments of the Plan and to determine whether any such investment is or remains a Qualified Investment, and (b) to determine whether any such investment would result in the imposition of any penalty under Applicable Laws and to determine whether any investments should be purchased, sold or retained by the Trustee as part of the Plan.

The Annuitant shall have the right to appoint the Agent as his or her agent for the purpose of giving investment directions as provided in this paragraph 11.

12. **Uninvested Cash.** Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee and held in the same currency as received from the Agent, whether in Canadian or US currency, and repaid in the same currency. The interest on such cash balances payable to the Plan will be determined by the Agent from time to time in their sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent, in the same currency as the uninvested cash was received, as referred to above, for distributions to the Plan and the Agent shall credit the Plan with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.
13. **Right of Offset.** The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Annuitant to the Trustee or the Agent, other than the Expenses payable by the terms of this Declaration of Trust.
14. **Debit Balances.** If the Plan has a cash deficit, the Annuitant authorizes the Trustee or the Agent, to determine which Property to select and to sell such Property to cover the cash deficit within the Plan.
15. **Withdrawals.** Before the purchase of a Retirement Income, the Annuitant may, upon 60 days' written notice to the Agent, or upon such shorter period of notice as the Agent may in its sole discretion permit, request that the Agent liquidate part or all of the Property and pay to the Annuitant an amount from the Property, not exceeding the value of the Plan immediately before the time of payment, subject to the deduction of all Expenses and Taxes.
16. **Retirement Income.** The Annuitant shall, upon at least 90 days' written notice to the Agent on behalf of the Trustee, or upon such shorter period of notice as the Trustee may in its sole discretion permit, specify the form of Retirement Income to be provided under Applicable Laws. Upon receiving such instructions, the Agent shall purchase such Retirement Income for the Annuitant and, where the Annuitant so elects in writing, for the Annuitant's Spouse after the death of the Annuitant (whereupon references to the Annuitant herein shall include the Annuitant's Spouse). The Plan shall mature on the Maturity Date. Except as otherwise permitted under Applicable Laws from time to time, any annuity purchased as a Retirement Income by the Annuitant must:
 - a) be payable in equal annual or more frequent periodic payments during its term until such time as there is a payment in full or partial commutation of the Retirement Income and, where such commutation is partial, equal, annual or more frequent periodic payments thereafter;
 - b) not be capable of assignment in whole or in part;
 - c) require the commutation of each annuity payable under the arrangement that would otherwise become payable to a person other than the Annuitant or the Annuitant's Spouse under that arrangement;
 - d) if the Annuitant selects an annuity with a guaranteed term, the term cannot exceed a term of years equal to 90 minus the Annuitant's age in whole years at the Maturity Date or if the Annuitant so elects and the Annuitant's Spouse is younger than the Annuitant, the age in whole years of the Annuitant's Spouse at the Maturity Date; and
 - e) not provide for the aggregate of the periodic payments made in a year after the death of the first Annuitant to exceed the aggregate of the payments made in a year before that Annuitant's death.
17. **Annuitant's Failure To Give Instructions Regarding Maturity Date.** If the Annuitant fails to instruct the Agent in writing at least 90 days (or within such shorter period as the Trustee may permit in its sole discretion) prior to December 31 of the year in which the Annuitant attains the

maximum age for the commencement of a retirement income under the Applicable Laws with respect to the form of Retirement Income to be provided, the Trustee and Agent may in their sole discretion and on reasonable notice to the Annuitant either:

- a) transfer the Property to a Fidelity Clearing Canada ULC Retirement Income Fund ("RIF") opened and registered for such purpose in the name of the Annuitant. Upon the transfer of all such Property to the RIF, the Annuitant shall be:
 - i. deemed to have elected to use his or her age (and not the age of the Annuitant's Spouse, if any) to determine the minimum amount under Applicable Laws;
 - ii. deemed to have not elected to designate his or her Spouse to become the annuitant on the Annuitant's death and to have not designated any beneficiary upon death of the Annuitant; and
 - iii. bound by all the terms and conditions of the RIF as stated in the documents pertaining thereto as if the Annuitant had signed the appropriate documents to effect such transfer, and had made or refrained from making the elections and designations as referred to herein.

Or

- b) On or after December 1 but before December 31 of that year, the Agent shall liquidate the Property and close the Plan and pay the Plan Proceeds to the Annuitant.
18. Designation of Beneficiary. Subject to Applicable Laws, the Annuitant may designate a beneficiary to receive the Plan Proceeds on the Annuitant's death prior to the purchase of a Retirement Income. A beneficiary designation may only be made, changed or revoked under the Plan by the Annuitant in a format required by the Agent for this purpose. Such designation must adequately identify the Plan and be delivered to the Agent prior to any payment by the Agent. The Annuitant acknowledges that it is his or her sole responsibility to ensure the designation is valid under the laws of Canada, its provinces or territories.
 19. Death of Annuitant. If the Annuitant dies before the purchase of a Retirement Income, upon the receipt of Estate Documents by the Agent, which are satisfactory to the Trustee:
 - a) if the Annuitant has a designated beneficiary, the Plan Proceeds will be paid or transferred to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment or transfer, even though any beneficiary designation made by the Annuitant may be invalid as a testamentary instrument; and
 - b) if the Annuitant's designated beneficiary has died before the Annuitant or if the Annuitant has not designated a beneficiary, the Trustee will pay the Plan Proceeds to the Annuitant's estate.
 20. Release of Information. The Trustee and the Agent each are authorized to release any information about the Plan and the Plan Proceeds, after the Annuitant's death, to either the Annuitant's Estate Representative or the designated beneficiary, or both, as the Trustee deems advisable.
 21. Payment into Court. If there is a dispute about who is legally authorized to apply for and accept receipt of the Plan Proceeds on death of the Annuitant, the Trustee and the Agent are entitled to either apply to the court for directions or pay the Plan Proceeds into court and, in either case, fully recover any legal costs it incurs in this regard as Expenses from the Plan.
 22. Account. The Agent shall maintain an account for the Annuitant which will record particulars of all Contributions, investments, and transactions in the Plan, and shall mail to the Annuitant, at least annually, a statement of account.
 23. No Advantage. No advantage that is conditional in any way on the existence of the Plan may be extended to the Annuitant or to a person with whom the Annuitant does not deal at arm's length, other than those advantages or benefits, which may be permitted from time to time under Applicable Laws.
 24. Limitation of Liability. The Trustee shall not be liable for any loss suffered by the Plan, by the Annuitant or by any beneficiary under the Plan as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Annuitant to provide investment direction.
 25. Indemnity. The Annuitant agrees to indemnify the Trustee for all Expenses, Taxes and compensation incurred or owing in connection with the Plan to the extent that such Expenses, Taxes or compensation cannot be paid out of the Property.
 26. Self-Dealing. The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Declaration of Trust on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit there from, without being liable to account therefore and without being in breach of this Declaration of Trust.
 27. Compensation, Taxes and Expenses. The Trustee and Agent will be entitled to such reasonable fees and other charges as each may establish from time to time for services rendered in connection with the Plan. All such fees and other charges (together with any goods and services tax or other Taxes applicable thereto) will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent determines. All Expenses incurred and Taxes payable shall be paid from the Plan. For greater certainty, in the event of any executions of third party demands or claims against the Plan, both the Trustee and the Agent are entitled to fully recover any Expenses incurred by them in this regard as Expenses.
 28. Sale of Property. The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying Expenses, Taxes and compensation including for greater certainty, their own compensation.
 29. Transfers into the Plan. Any property may be transferred to the Plan from registered pension plans, other registered retirement savings plans and such other sources as may be permitted from time to time under Applicable Laws. In the case of such transfers, the Plan may be subject to additional terms and conditions, including the "locking-in" of any property transferred from registered pension plans in order to complete the transfer in accordance with Applicable Laws. If there is any inconsistency between the terms and conditions of the Plan and any such additional terms and conditions which may apply as a result of transfer to the Plan of any property from another source, the additional terms

and conditions shall govern the manner in which funds so transferred are dealt with.

30. Transfers out of the Plan. Upon delivery to the Agent of a written direction from the Annuitant in a form satisfactory to the Trustee, the Agent shall transfer, in the form and manner prescribed by Applicable Laws, to another registered retirement income fund, registered retirement savings plan or registered pension plan of the Annuitant, all or such portion of the Property as is specified in the written directions, together with all necessary information for the continuance of the Plan to the trustee designated by the Annuitant in such direction except such transfer may be to a registered retirement savings plan or registered retirement income fund of the Annuitant's Spouse or Former Spouse, if under a decree, order or judgment of competent tribunal or under a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or Former Spouse in settlement of rights arising out of, or on the breakdown of their marriage or common law partnership. Such transfer shall take effect in accordance with Applicable Laws after all forms required by law and by the Trustee to be completed in respect of such transfer have been completed and forwarded to the Agent. Upon such transfer, the Trustee shall be subject to no further liability or duty with respect to the Plan, or the portion thereof, so transferred, as the case may be.
31. Changes to Declaration of Trust. The Trustee may change this Declaration of Trust periodically. The Annuitant will be provided with an amended copy of the Declaration of Trust reflecting any such change. No change to this Declaration of Trust (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Declaration of Trust) will be retroactive or result in the Plan not being acceptable as a registered retirement savings plan under Applicable Laws.
32. Replacement of Trustee.
- The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Annuitant will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Declaration of Trust, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a registered retirement savings plan under the Applicable Laws, to a successor trustee.
 - The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Plan.
 - In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
 - Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Plan as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.
 - Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province or territory to carry on in Canada the business of offering to the public its services as trustee. Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.
33. Assignment by Agent. The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent under the Plan and under Applicable Laws.
34. Notice. Any notice given by the Annuitant to the Agent shall be sufficiently given if delivered to the office of the Agent where the Annuitant's Plan is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent. Any notice, statement or receipt given by the Trustee or the Agent to the Annuitant shall be sufficiently given if delivered personally to the Annuitant, or if mailed, postage prepaid, addressed to the Annuitant at the address shown on the Annuitant's Application or at the Annuitant's last address given to the Trustee or the Agent, and any such notice, statement or receipt shall be considered to have been given at the time of delivery to the Annuitant personally or, if mailed, on the fifth day after mailing to the Annuitant.
35. Date of Birth. The Annuitant's statement of his or her date of birth in the Annuitant's Application shall be deemed to be a certification as to the Annuitant's age and an undertaking to provide any further evidence of proof of age as may be required by the Agent.
36. Address of Annuitant. The Trustee shall be entitled to rely upon the Agent's records as to the current address of the Annuitant as establishing his or her residency and domicile for the operation of the Plan and its devolution on the death of the Annuitant, subject to any written notice to the contrary respecting the Annuitant's domicile on death.
37. Heirs, Representatives and Assigns. The terms of this Declaration of Trust shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives, and assigns of the Annuitant and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees, and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives, and assigns.
38. Language. The Annuitant has expressly requested that this Declaration of Trust and all related documents, including notices, be in the English language. Le rentier a expressément demandé que cette Déclaration de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)
39. Governing Law. This Declaration of Trust and the Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Annuitant expressly agrees that any action arising out of or relating to this Declaration of Trust or the Plan shall be filed only in a court located in Canada and the Annuitant irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating of any such action.

SELF-DIRECTED RETIREMENT INCOME FUND: DECLARATION OF TRUST

Fidelity Clearing Canada ULC Retirement Income Fund Declaration of Trust

1. Definitions. Whenever used in this declaration of trust or on the Application, any capitalized terms shall have the meanings given to them below: "Agent" means Fidelity Clearing Canada ULC and its successors and assigns;

"Annuitant" means the individual who has executed the Application to be the fund owner of the Fund within the meaning of Applicable Laws given to that word;

"Applicable Laws" means the Income Tax Act (Canada), relevant pension legislation and such other laws of Canada and of the provinces territories applicable hereto;

"Application" means the Annuitant's application to the Agent for the Fund;

"Estate Documents" means proof of the Annuitant's death and such other documents including Letters Probate of the Annuitant's Will as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Annuitant's death;

"Estate Representative" means an executor, an administrator, an administrator with the will annexed, a liquidator, or an estate trustee with a will or without a will, whether one or more than one is so appointed;

"Expenses" means all costs, charges, fees, commissions, investment management fees, brokerage fees, legal expenses and out-of-pocket expenses (together with any goods and services tax or other Taxes applicable to such expenses) incurred from time to time in relation to the Fund;

"Former Spouse" means the individual who is considered by Applicable Laws to be the Annuitant's former spouse or common-law partner;

"Fund" means the retirement income fund the Annuitant and the Trustee have opened in the Annuitant's name pursuant to his or her Application;

"Fund Proceeds" means the Property, less any Expenses and Taxes which may be required under Applicable Laws;

"Minimum Amount" means the minimum amount that, according to subsection 146.3(1) of the Income Tax Act (Canada), must be paid from the Fund in each year, subsequent to the year in which the Fund was opened;

"Property" means any property, including the income thereon the proceeds thereof and cash, held under the Fund from time to time;

"Qualified Investment" means any investment, which is a qualified investment for a registered retirement income fund according to Applicable Laws;

"Retirement Income" means a retirement income within the meaning of Applicable Laws;

"Spouse" means the individual who is considered by Applicable Laws to be the Annuitant's spouse or common-law partner;

"Taxes" means any and all applicable taxes, assessments, interest and penalties; and

"Trustee" means The Royal Trust Company in its capacity as trustee and carrier of the Fund, and its successors and assigns.

2. Declaration of Trust. The Trustee agrees to act as trustee of a Retirement Income Fund for the Annuitant named in the Application and to administer the Property according to this Declaration of Trust.

3. Appointment of Agent. The Trustee has appointed Fidelity Clearing Canada ULC (the "Agent") as its agent to perform certain duties relating to the operation of the Fund. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Fund remains with the Trustee.

4. Registration. The Trustee will apply for registration of the Fund as a retirement income fund pursuant to the Applicable Laws.

5. Tax Information. The Trustee shall provide the Annuitant with appropriate information slips for income tax purposes each year showing the total of the payments made from the Fund during the preceding calendar year and such other information regarding the Fund as may be required under Applicable Laws.

6. Delegation by Trustee. The Annuitant expressly authorizes the Trustee to delegate to the Agent the performance of the following duties and obligations of the Trustee under the Fund:

- a) receiving transfers of property to the Fund;
- b) investing and reinvesting the Property as directed by the Annuitant;
- c) registering and holding the Property in the Trustee's name, the Agent's name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;
- d) maintaining the records of the Fund, including designation of beneficiaries, where applicable;
- e) providing to the Annuitant statements of account for the Fund at least annually;
- f) preparing all government filings and forms;
- g) paying all amounts to be paid out of the Fund in accordance with the terms hereof; and
- h) such other duties and obligations of the Trustee under the Fund as the Trustee in its absolute discretion may from time to time

determine.

The Annuitant acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties.

7. Investment of the Property. The Property shall be invested and reinvested on the directions of the Annuitant without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Annuitant to provide such documentation in respect of any investment or proposed investment, as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee's requirements at that time.
8. Segregated Funds. Segregated fund Property will be held in nominee name. The Annuitant agrees to designate the Trustee as the beneficiary under any segregated fund held under the Fund. Upon the death of the Annuitant, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Declaration of Trust. For greater certainty, upon the death of the Annuitant, the Trustee shall hold the segregated funds as Fund Proceeds for any beneficiary designated by the Annuitant under the Fund, in accordance with this Declaration of Trust.
9. Choice of Investments for the Fund. Without restricting the generality of the foregoing, it shall be the sole responsibility of the Annuitant to:
 - a) select the investments of the Fund and to determine whether any such investment is or remains a Qualified Investment, and
 - b) to determine whether any such investment would result in the imposition of any penalty under Applicable Laws and to determine whether any investments should be purchased, sold or retained by the Trustee as part of the Fund.

The Annuitant shall have the right to appoint the Agent as his or her agent for the purpose of giving investment directions as provided in this paragraph 9.

10. Uninvested Cash. Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee and held in the same currency as received from the Agent, whether in Canadian or US currency, and repaid in the same currency. The interest on such cash balances payable to the Plan will be determined by the Agent from time to time in their sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent, in the same currency as the uninvested cash was received, as referred to above, for distribution to the Plan and the Agent shall credit the Plan with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.
11. Right of Offset. The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Annuitant to the Trustee or the Agent, other than the Expenses payable by the terms of this Declaration of Trust.
12. Debit Balances. If the Fund has a cash deficit, the Annuitant authorizes the Trustee or the Agent, to determine which Property to select and to sell such Property to cover the cash deficit within the Fund.
13. Payments from the Fund. The Agent shall make the following payments to the Annuitant and, where the Annuitant has so elected as provided in paragraph 17, to the Annuitant's Spouse after the death of the Annuitant, each year, commencing not later than the first calendar year after the year in which the Fund is established, one or more payments the aggregate of which is not less than the Minimum Amount for the year, but not exceeding the value of the Fund immediately before the time of payment. The Annuitant shall instruct the Agent which investments of the Fund should be sold to provide any required cash. The amount and frequency of the payment or payments referred to in this paragraph in respect of any year shall be as specified in writing by the Annuitant on the Application Form or on such other form as the Agent may provide for this purpose. The Annuitant may change the amount and frequency of the said payment or payments or request additional payments by instructing the Agent in writing on such form as may be provided for this purpose, such change to be effective in the next calendar year. If the Annuitant does not specify the payment or payments to be made in a year or if the payment or payments specified are less than the Minimum Amount for a year, the Agent shall make such payment or payments out of the Property as it deems necessary so that the Minimum Amount for that year is paid to the Annuitant. In the event that the Property does not contain sufficient cash to make such payment or payments, the Annuitant authorizes the Trustee or Agent to determine which Property shall be sold in order to effect such payment or payments. The Agent shall withhold from any payment any income tax or other amount required to be withheld by Applicable Laws. Payments to the Annuitant shall be made pursuant to the Annuitant's direction. Where no such direction is provided, the Agent shall make payment by cheque to the Annuitant at the Annuitant's last address on file.
14. Calculation of Minimum Amount. The Minimum Amount under the Fund for the year in which the Fund is established is nil. The Minimum Amount for a year after the year in which the Fund was opened will vary, depending on the year in which the Fund was opened and the Annuitant's age (or the age of the Annuitant's Spouse if elected to use the Annuitant Spouse's age on the Application form before any payment from the Fund has been made), and will be calculated as required by subsection 146.3(1) of the Income Tax Act (Canada). An election made by the Annuitant to base the Minimum Amount on the age of the Annuitant's Spouse as provided above is thereafter binding and cannot be changed, revoked or amended after the first payment has been made from the Fund even if the Spouse dies or if the Annuitant and the Spouse cease to be married.
15. No Assignment. No payment under this Declaration of Trust may be assigned, either in whole or in part.
16. Valuation of the Fund. For the purposes of calculating the Minimum Amount for a year, the value of the Fund at the beginning of a year will be equal to the value of the Fund as at the close of business on the last business day of the Trustee in the immediately preceding year.
17. Election of Successor Annuitant. Subject to Applicable Laws, the Annuitant may elect that the Annuitant's Spouse become the Annuitant under the Fund after the Annuitant's death if the Spouse survives the Annuitant.
18. Designation of Beneficiary. Subject to Applicable Laws, and if the Annuitant has not elected a successor annuitant or the successor annuitant has predeceased the Annuitant, the Annuitant may designate a beneficiary to receive the Fund Proceeds on the Annuitant's death. A

beneficiary designation may only be made, changed or revoked under the Fund by the Annuitant in a format required by the Agent for this purpose. Such designation must adequately identify the Fund and be delivered to the Agent prior to any payment by the Agent. The Annuitant acknowledges that it is his or her sole responsibility to ensure the designation is valid under the laws of Canada, its provinces or territories.

19. Death of Annuitant (Where Spouse Becomes the Annuitant). On the death of the Annuitant, where there has been an election of the Annuitant's Spouse as successor annuitant under the Fund, the Agent, upon receipt of Estate Documents, shall continue to make the payments, in accordance with this Declaration of Trust, to the Annuitant's Spouse after the death of the Annuitant. The Trustee and Agent shall be fully discharged upon making those payments to the Annuitant's Spouse, even though any election or designation made by the Annuitant may be invalid as a testamentary instrument.
20. Death of Annuitant (all other cases). If the Annuitant dies and the Annuitant's Spouse does not become the successor annuitant of the Fund, upon the receipt of Estate Documents by the Agent, which are satisfactory to the Trustee:
 - a) if the Annuitant has a designated beneficiary, the Fund Proceeds will be paid or transferred to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment or transfer, even though any beneficiary designation made by the Annuitant may be invalid as a testamentary instrument.
 - b) if the Annuitant's designated beneficiary has died before the Annuitant or if the Annuitant has not designated a beneficiary, the Trustee will pay the Fund Proceeds to the Annuitant's estate.
21. Release of Information. The Trustee and the Agent each are authorized to release any information about the Fund and the Fund Proceeds, after the Annuitant's death, to either the Annuitant's Estate Representative or the designated beneficiary, or both, as the Trustee deems advisable.
22. Payment into Court. If there is a dispute about who is legally authorized to apply for and accept receipt of the Fund Proceeds on the Annuitant's death, the Trustee and the Agent are entitled to either apply to the court for directions or pay the Fund Proceeds into court and, in either case, fully recover any legal costs they incur in this regard as Expenses from the Fund.
23. Account. The Agent shall maintain an account for the Annuitant which will record particulars of all investments, and transactions in the Fund and shall mail to the Annuitant, at least annually, a statement of account. The Agent shall also mail to the Annuitant, at least annually, a statement of the value of the Fund as at December 31 in each year and the Minimum Amount of the payments to be made to the Annuitant during the next calendar year.
24. No Benefit or Loan. No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to a person with whom the Annuitant does not deal at arm's length, other than those benefits or loans, which may be permitted from time to time under Applicable Laws.
25. Limitation on Liability. The Trustee shall not be liable for any loss suffered by the Fund, by the Annuitant or by any beneficiary under the Fund as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Annuitant to provide investment direction.
26. Indemnity. The Annuitant agrees to indemnify the Trustee for Expenses, Taxes and compensation incurred or owing in connection with the Fund to the extent that such Expenses, Taxes or compensation cannot be paid out of the Property.
27. Self-Dealing. The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Declaration of Trust on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefore and without being in breach of this Declaration of Trust.
28. Compensation, Taxes and Expenses. The Trustee and Agent will be entitled to such reasonable fees, taxes and other charges as each may establish from time to time for services rendered in connection with the Fund. All such fees, taxes and other charges (together with any goods and services tax or other Taxes applicable thereto) will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent determines. All Expenses incurred and Taxes payable shall be paid from the Fund. For greater certainty, in the event of any executions of third party demands or claims against the Fund, both the Trustee and the Agent are entitled to fully recover any Expenses incurred by them in this regard as Expenses.
29. Sale of Property. The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying Expenses, Taxes and compensation including for greater certainty, their own compensation.
30. Transfers into the Fund. Any property may be transferred to the Fund from registered pension plans, other registered retirement income funds or registered retirement savings plans and such other sources as may be permitted from time to time under the Income Tax Act (Canada). In the case of such transfers, the Fund may be subject to additional terms and conditions, including the "locking-in" of any property transferred from registered pension plans in order to complete the transfer in accordance with Applicable Laws. If there is any inconsistency between the terms and conditions of the Fund and any such additional terms and conditions which may apply as a result of transfer to the Fund of any property from another source, the additional terms and conditions shall govern the manner in which funds so transferred are dealt with. The Annuitant acknowledges and expressly agrees to be bound by any such additional terms and conditions to which the Fund may be subject from time to time.
31. Transfers out of the Fund. Upon delivery to the Agent of a written direction from the Annuitant in a form satisfactory to the Trustee, the Agent shall transfer, in the form and manner prescribed by Applicable Laws, to another registered retirement income fund, registered retirement savings plan or registered pension plan of the Annuitant, all or such portion of the Property as is specified in the written directions, together with all necessary information for the continuance of the Fund to the trustee designated by the Annuitant in such direction except such transfer may be to a registered retirement savings plan or registered retirement income fund of the Annuitant's Spouse or Former Spouse, if under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to a division of

property between the Annuitant and the Annuitant's Spouse or Former Spouse in settlement of rights arising out of, or on the breakdown of their marriage or common law partnership. For greater certainty, the Agent shall retain sufficient Property in order that the Minimum Amount for the year, as per paragraph 146.3(2) (e.1) or (e.2) of the Income Tax Act (Canada), may be retained and paid to the Annuitant. The Agent may, in its sole discretion, deduct applicable Expenses, including any transfer fee from the Property or the portion thereof being transferred. If only a portion of the property or value of the Fund is transferred, the Annuitant may instruct the Agent in the said notice as to which investments he or she wishes to be sold or transferred for the purpose of effecting the said transfer. If the Annuitant fails to so instruct the Agent, the Agent shall sell or transfer such investments as it in its sole discretion deems appropriate. Such transfer shall take effect in accordance with Applicable Laws after all forms required by law and by the Trustee to be completed in respect of such transfer have been completed and forwarded to the Agent. Upon such transfer, the Trustee shall be subject to no further liability or duty with respect to the Fund, or the portion thereof so transferred, as the case may be.

32. Changes to Declaration of Trust. The Trustee may change this Declaration of Trust periodically. The Annuitant will be provided with an amended copy of the Declaration of Trust reflecting any such change. No change to this Declaration of Trust (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Declaration of Trust) will be retroactive or result in the Fund not being acceptable as a registered retirement income fund under Applicable Laws.
33. Replacement of Trustee
- a) The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Annuitant will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Declaration of Trust, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a registered retirement income fund under the Applicable Laws, to a successor trustee.
 - b) The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Fund.
 - c) In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
 - d) Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the Property as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.
 - e) Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province or territory to carry on in Canada the business of offering to the public its services as trustee.

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.

34. Assignment by Agent. The Agent may assign its rights and obligation hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent under the Fund and Applicable Laws.
35. Notice. Any notice given by the Annuitant to the Agent shall be sufficiently given if delivered to the office of the Agent where the Annuitant's Fund is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent. Any notice, statement or receipt given by the Trustee or the Agent to the Annuitant shall be sufficiently given if delivered personally to the Annuitant, or if mailed, postage prepaid and addressed to the Annuitant at the address shown on the annuitant's application or at the Annuitant's last address given to the Trustee or the Agent, and any such notice, statement or receipt shall be considered to have been given at the time of delivery to the Annuitant personally or, if mailed, on the third day after mailing to the Annuitant.
36. Date of Birth. The Annuitant's statement of his or her date of birth in the Annuitant's application and, where applicable, that of his or her Spouse, shall be deemed to be a certification as to the Annuitant's age and his or her Spouse's age and an undertaking to provide any further evidence of proof of age as may be required by the Trustee.
37. Address of Annuitant. The Trustee shall be entitled to rely upon the Agent's records as to the current address of the Annuitant as establishing his or her residency and domicile for the operation of the Fund and its devolution on the death of the Annuitant subject to any written notice to the contrary respecting the Annuitant's domicile on death.
38. Heirs, Representatives and Assigns. The terms of this Declaration of Trust shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives and assigns of the Annuitant and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives and assigns.
39. Language. The Annuitant has expressly requested that this Declaration of Trust and all related documents, including notices, be in the English language. Le rentier a expressément demandé que cette Déclaration de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Québec only/ Québec seulement)
40. Governing Law. This Declaration of Trust and the Fund shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Annuitant expressly agrees that any action arising out of or relating to this Declaration

of Trust or the Fund shall be filed only in a court located in Canada and the Annuitant irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating any such action.

FIDELITY CLEARING CANADA ULC TAX FREE SAVINGS ACCOUNT TRUST AGREEMENT

1. Definitions. Whenever used in this Trust Agreement or the Application, any capitalized terms shall have the meanings given to them below:

“Account” means the tax free savings account established for the Original Holder;

“Agent” means Fidelity Clearing Canada ULC and its successors and assigns;

“Applicable Laws” means the Tax Act and such other laws of Canada and of the provinces and territories applicable hereto;

“Application” means the Original Holder’s application to the Agent to establish the Account;

“Contribution” means a contribution of cash or any Qualified Investment;

“Distribution” means a payment out of or under the Account in satisfaction of all or part of the Holder’s interest therein;

“Estate Documents” means proof of the Holder’s death and such other documents including Letters Probate of the Holder’s will as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Holder’s death; Estate Representative” means an executor, an administrator, an administrator with the will annexed, a liquidator, or an estate trustee with a will or without a will, whether one or more than one is so appointed;

“Expenses” means all costs, charges, fees, commissions, investment management fees, brokerage fees, legal expenses and out-of-pocket expenses (together with any goods and services tax or other Taxes applicable to such expenses) incurred from time to time in relation to the Account;

“Former Spouse” means the individual who is considered by the Applicable Laws to be the Holder’s former Spouse;

“Holder” means the Original Holder or the Survivor in accordance with subsection 146.2(1) of The Income Tax Act (Canada);

“Non-Qualified Investment” means an investment which is not a Qualified Investment;

“Original Holder” means the individual who enters into the arrangement with the Trustee which arrangement is to be registered as a TFSA;

“Proceeds” means the Property, less any applicable Expenses and Taxes;

“Prohibited Investment” means Property (other than prescribed excluded Property as that term is defined in the Tax Act) that is:

- a) a debt of the Holder;
- b) a share of the capital stock of, an interest in or a debt of:
 - i. a corporation, partnership or trust in which the Holder has a significant interest;
 - ii. a person or partnership that does not deal at arm’s length with the Holder or with a person or partnership described in subparagraph (i);
- c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or (d) prescribed property (as that term is defined in the Tax Act); “Property” means any property, including the income on it, the proceeds from it and any cash, held in the Account from time to time;

“Qualified Investment” means any investment which is a qualified investment for a TFSA according to the Tax Act;

“Spouse” means the individual who is considered by the Tax Act to be the Holder’s spouse or common-law partner;

“Survivor” means the individual who, immediately before the death of the Original Holder, was the Spouse of the Original Holder;

“Tax Act” means Income Tax Act (Canada);

“Taxes” means any and all taxes, assessments, interest and penalties which may be required under the Applicable Laws;

“TFSA” means a tax free savings account, which is a “qualifying arrangement” (as that term is defined in the Tax Act) the issuer of which has elected, in the form and manner prescribed by the Tax Act, to register as a TFSA; and

“Trustee” means The Royal Trust Company in its capacity as trustee and issuer of the arrangement governed by this Trust Agreement, and its successors and assigns.

2. Acceptance of Trust. The Trustee agrees to act as trustee of the Account, which is to be maintained for the exclusive benefit of the Holder, and to administer the property in accordance with the terms of this Trust Agreement.

3. Appointment of Agent. The Trustee has appointed Fidelity Clearing Canada ULC (the "Agent") as its agent to perform certain duties relating to the operation of the Account. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Account remains with the Trustee.

4. Registration. Subject to the Original Holder having attained at least 18 years of age, the Trustee agrees to elect, in the manner and form

prescribed by the Tax Act, to register the arrangement governed by this Trust Agreement as a TFSA under the social insurance number of the Original Holder. For greater certainty, unless the original Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Tax Act, susceptible of being registered as a tax free savings account.

5. Account. The Agent shall maintain an account for the Holder which will record particulars of all Contributions, investments, Distributions and transactions under the Account, and shall mail to the Holder, at least annually, a statement of account.
6. Contributions. Only the Holder may make Contributions to the Account, in such amounts as are permitted under the Tax Act, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Holder to ensure that the amount of Contributions are within the limits permitted under Tax Act.
7. Distributions to Reduce Tax. Notwithstanding any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, any Distributions may be made at any time to reduce the amount of Taxes otherwise payable by the Holder as a result of excess Contributions made contrary to the Tax Act.
8. Tax Information. The Trustee shall provide the Holder with appropriate information slips for income tax purposes and such other information as may be required under the Applicable Laws.
9. Delegation by Trustee. The Holder expressly authorizes the Trustee to delegate to the Agent the performance of the following duties of the Trustee:
 - a) receiving Contributions;
 - b) receiving transfers of Property;
 - c) investing and reinvesting the Property as directed by the Holder;
 - d) registering and holding the Property in the Trustee's name, the Agent's name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;
 - e) maintaining records, including information concerning the Survivor and the designation of beneficiaries, where applicable;
 - f) providing to the Holder statements of account at least annually;
 - g) preparing all government filings and forms;
 - h) making Distributions pursuant to the provisions hereof; and
 - i) such other duties and obligations of the Trustee as the Trustee in its sole discretion may from time to time determine. The Holder acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties, subject to paragraph 3.
10. Investment of the Property. The Property shall be invested and reinvested on the directions of the Holder (or the Holder's agent) without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Holder to provide such documentation in respect of any investment or proposed investment as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee's requirements at that time. Subject to the appointment of an agent as contemplated in paragraph 12, no one other than the Holder and the Trustee shall have rights under the Account relating to the investment and reinvestment of the Property.
11. Segregated Funds. Segregated funds forming part of the Property will be held in nominee name. The Holder agrees to designate the Trustee as the beneficiary under any segregated fund held in the Account. Upon the death of the Original Holder, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Trust Agreement.
12. Choice of Investments. Without restricting the generality of the foregoing, it shall be the sole responsibility of the Holder to:
 - a) select the investments with respect to the Property and to determine whether any such investment is or remains a Qualified Investment and is not and continues not to be a Prohibited Investment, and
 - b) determine whether any such investment would result in the imposition of any penalty under the Tax Act and whether any investments should be purchased, sold or retained by the Trustee, and give such instructions as are needed. The Holder shall have the right to appoint an agent, including the Agent as his or her agent, for the purpose of giving investment directions as provided in this paragraph and paragraph 10.
13. No Advantage. No advantage may be extended to the Holder or to a person with whom the Holder does not deal at arm's length. Advantage means:
 - a) any benefit, loan or indebtedness that is conditional on the existence of the Account other than:
 - i. a benefit derived from the provision of administrative or investment services in respect of the Account,
 - ii. a loan or indebtedness (including the use of the Account as security for a loan or an indebtedness) the terms and conditions of which are terms and conditions that persons dealing at arm's length with each other would have entered into, and
 - iii. a Distribution; and
 - b) an increase in the total fair market value of the Property if it is reasonable to consider, having regard to all circumstances, that the increase is attributable, directly or indirectly, to a transaction or series thereof as is described in the definition of "advantage" in the Tax Act; and
 - c) a prescribed benefit (as that term is defined in the Tax Act).
14. Uninvested Cash. Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee and held in the same currency as received from the Agent, whether in Canadian or U.S. currency, and repaid in the same currency. The interest on such cash balances payable to the Plan will be determined by the Agent from time to time in their sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent, in the same currency as the uninvested cash was received, as referred to above, for distribution to the Plan and the Agent shall credit the Plan with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.

15. Right of Offset. The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Holder to the Trustee or the Agent, other than the Expenses payable by the terms of this Trust Agreement.
16. Pledging. Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, he or she must first advise the Trustee. Where the Holder uses his or her interest or right in the Account as security for a loan or indebtedness, it shall be the sole responsibility of the Holder to ensure:
 - a) that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; and
 - b) that it can be reasonably be concluded that none of the main purposes for that use is to enable a person (other than the Holder) or a partnership to benefit from the exemption from Taxes of any amount of the Account. The Trustee shall be entitled to rely on the information provided by the Holder, liquidate Property as it deems appropriate with respect to the pledge, and fully recover any legal costs it incurs in this regard as Expenses, and shall be fully discharged with respect to any such liquidation and payment to the creditor of the loan or other indebtedness.
17. Debit Balances. If the Account has a cash deficit, the Holder authorizes the Trustee or the Agent to determine which Property to select and to sell such Property to cover such cash deficit. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.
18. Distributions. Subject to any limit on the frequency of Distributions or to any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, and to the deduction of all Expenses and Taxes, the Holder may, at any time and upon 60 days' written notice or such shorter period as the Agent in its sole discretion permits, request that the Agent liquidate part or all of the Property and pay to the Holder an amount from the Property not exceeding the value held under the Account immediately before the time of payment. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions.
19. Designation of Beneficiary. Where the Holder is domiciled in a jurisdiction where the Applicable Laws permit the valid designation of a beneficiary and where the Holder has not designated the Survivor or there is no Survivor, the Original Holder may designate a beneficiary to receive the Proceeds on the Original Holder's death. A beneficiary designation may only be made, changed or revoked for the purposes of the Account by the Original Holder in a format required by the Agent for this purpose. Such designation must adequately identify the Account and be delivered to the Agent prior to any payment by the Agent. The Original Holder acknowledges that it is his or her sole responsibility to ensure the designation is valid under the Applicable Laws.
20. Death of Original Holder (Where There Is a Survivor). Upon the death of the Original Holder where there is a Survivor, the Holder is domiciled in a jurisdiction where the Applicable Laws permit the valid designation of a survivor, and the Survivor has been designated for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, the Survivor shall come the Holder, subject to any pledging under paragraph 16.
21. Death of Original Holder (All Other Cases). Upon the death of the Original Holder, where there is no Survivor or the Survivor has not been designated for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, and subject to paragraph 16:
 - a) if the Original Holder has designated a beneficiary in accordance with paragraph 19, the Proceeds will be paid to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment, even though any beneficiary designation made by the Original Holder may be invalid as a testamentary instrument; and
 - b) if the Original Holder's designated beneficiary had died before the Original Holder or if the Original Holder has not designated a beneficiary, the Trustee will pay the Proceeds to the Original Holder's estate. Where multiple beneficiaries have been designated and the Holder has not indicated how the Proceeds are to be shared among them, or if there is such an indication but the shares do not add up to 100%, then the Proceeds shall be divided equally among the beneficiaries designated. If any designated beneficiary predeceases the Holder or dies at the same time as the Holder or in circumstances rendering it impossible to determine which of the Holder or beneficiary died first, then the remaining beneficiary(ies) is(are) entitled to receive the Proceeds in accordance with the Holder's wishes. If the Holder has not indicated how the Proceeds are to be shared among the designated beneficiaries, or if there is such an indication but the shares do not add up to 100% of the Proceeds, then the Proceeds allocated to the deceased person(s) will be divided equally among the surviving designated beneficiary (ies). For greater certainty, the share of a deceased person will go in equal portions to the surviving designated beneficiary (ies).
22. Release of Information. The Trustee and the Agent each are authorized to release any information about the Account and the Proceeds, after the Holder's death, if the Holder has pledged his or her interest or right in the Account as security for a loan or other indebtedness or where there is to be a transfer to the Spouse's TFSA pursuant to paragraph 30, to either the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.
23. Payment into Court. If there is a dispute about who is legally authorized to apply for and accept receipt of the Proceeds on death of the Holder, the Trustee and the Agent are entitled to either apply to the court for directions or pay the Proceeds into court and, in either case, fully recover any legal costs it incurs in this regard as Expenses from the Account.
24. Limitation of Liability. The Trustee shall not be liable for any loss suffered by the Account, by the Holder or by any Survivor or beneficiary designated for purposes of the Account as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Holder to provide investment direction.
25. Indemnity. The Holder agrees to indemnify the Trustee for all Expenses, Taxes and compensation incurred or owing in connection with the Account to the extent that such Expenses, Taxes or compensation cannot be paid out of the Property.
26. Self-Dealing. The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to,

- appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit there from, without being liable to account therefore and without being in breach of this Trust Agreement.
27. Compensation, Taxes and Expenses. The Trustee and Agent will be entitled to such reasonable fees and other charges as each may establish from time to time for services rendered in connection with the Account. All such fees and other charges (together with any goods and services tax or other Taxes applicable thereto) will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent or Trustee determines. All Expenses incurred and Taxes payable shall be paid from the Account. For greater certainty, in the event of any executions of third party demands or claims against the Account, both the Trustee and the Agent are entitled to fully recover any Expenses incurred by them in this regard as Expenses.
28. Sale of Property. The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying Expenses, Taxes, compensation and loans or other indebtedness under paragraph 16 including, for greater certainty, their own compensation.
29. Transfers to the Account. Any property may be transferred to the Account from another TFSA of the Holder, or of the Spouse or Former Spouse where:
- the Holder and the Spouse or Former Spouse 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, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership; or
 - the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution (as that term is defined in the Tax Act).
30. Transfers out of the Account. Upon delivery to the Agent of a written direction from the Holder in a form satisfactory to the Trustee, the Trustee shall transfer all or a portion of the Property as is specified in the written direction:
- to another TFSA of the Holder; or
 - to a TFSA of the Spouse or Former Spouse where the Holder and the Spouse or Former Spouse 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, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership.
31. Changes to Trust Agreement. The Trustee may change this Trust Agreement periodically. The Holder will be notified on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes. No change to this Trust Agreement (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Trust Agreement) will be retroactive or result in the Account not being acceptable as a TFSA under the Applicable Laws.
32. Replacement of Trustee.
- The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Holder will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Trust Agreement, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a tax free savings account under the Applicable Laws, to a successor trustee.
 - The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor trustee nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Account.
 - In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
 - Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Account as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.
 - Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee. Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.
33. Assignment by Agent. The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent hereunder and under the Applicable Laws.
34. Notice. Any notice given by the Holder to the Agent shall be sufficiently given if delivered electronically to the Agent upon the Holder's receipt of an acknowledgement and response to same or personally to the office of the Agent where the Account is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent. Any notice, statement, receipt or other communication given by the Trustee or the Agent to the Holder shall be sufficiently given if delivered electronically or personally to the Holder, or if mailed, postage prepaid and addressed to the Holder at the address shown on the Application or at the Holder's last address given to the Trustee or the Agent, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to the Holder electronically or personally or, if mailed, on the fifth day after mailing to the Holder.
35. Date of Birth. The Holder's statement of his or her date of birth in the Application shall be deemed to be a certification as to the Holder's age, on which the Trustee and the Agent may rely, and an undertaking to provide any further evidence of proof of age as may be required by the

Agent.

36. Contribution While Holder is a Minor. Where the Holder makes a Contribution to the Account prior to the Holder having attained the age of majority in accordance with the Applicable Laws, the Holder will execute a ratification of the Application and all transactions made by the Holder in respect of the Account prior to reaching the age of majority.
37. SIN and Address of Holder. The Trustee shall be entitled to rely upon the Agent's records as to the social insurance number, and to the current address of the Holder as establishing his or her residency and domicile for the operation of the Account and its devolution on the death of the Holder subject to any written notice to the contrary respecting the Holder's domicile on death.
38. Heirs, Representatives and Assigns. The terms of this Trust Agreement shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives, and assigns of the Holder and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees, and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives, and assigns.
39. Language. The Holder has expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Québec only/Québec seulement)
40. Interpretation. Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.
41. Governing Law. This Trust Agreement and the Account shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Holder expressly agrees that any action arising out of or relating to this Trust Agreement or the Account shall be filed only in a court located in Canada and the Holder irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating of any such action.

STRIP BONDS AND STRIP BOND PACKAGES: INFORMATION STATEMENT

This Information Statement is being provided as required by securities regulatory authorities in Canada to describe certain attributes *strip bonds* and *strip bond packages*.

Strip Bonds and Strip Bond Packages

In this Information Statement, the term *strip bond* refers to an interest in (i) the amount payable on account of principal, and/or (ii) an amount payable on account of interest, in respect of *Underlying Bonds*.

Underlying Bonds are certain government bonds which can be traded pursuant to an exemption from the registration and prospectus requirements of applicable securities legislation. For a trade in bonds not expressly exempted by the applicable securities legislation, an order or other form of acknowledgement may be sought from the applicable securities commission to proceed without complying with registration and prospectus requirements.

The following is a summary of certain governments bonds which can be traded pursuant to an exemption from the registration and prospectus requirements of applicable securities legislation in particular provinces or territories (or in the case of the Yukon Territory, from the prospectus requirements only).

Canada, Provincial and Territorial Bonds

- In all provinces and territories, bonds issued or guaranteed by the Government of Canada or a province of Canada.
- In Alberta, British Columbia, New Brunswick, Nova Scotia, Newfoundland, Ontario, Prince Edward Island, Saskatchewan, the Northwest Territories, Nunavut and the Yukon Territory, bonds issued or guaranteed by a government of a territory in Canada.

Foreign Country Bonds

- In Alberta, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, the Northwest Territories, Nunavut and the Yukon Territory, bonds issued or guaranteed by the government of any foreign country or a political division thereof.
- In British Columbia and Saskatchewan, bonds issued or guaranteed by the Government of the United Kingdom, the Government of the United States of America, a state or territory of the United States of America, or the District of Columbia in the United States of America.
- In Manitoba, bonds issued or guaranteed by the Government of the United States of America or the Government of the United Kingdom.

A strip bond entitles the holder to a single payment of a fixed amount in the future without the payment of any interest in the interim. The purchase price or present value of a strip bond is determined by discounting the amount of the payment to be received on the payment or maturity date of the strip bond by the appropriate interest rate or yield factor.

Strip bonds are therefore different from conventional interest-bearing debt securities and purchasers of strip bonds should be aware of the special attributes of strip bonds as described in this Information Statement. Strip bonds may be purchased in various different forms as described below under *Custodial Arrangements*.

In this Information Statement the term *strip bond package* refers to a security comprised of two or more strip bonds which are combined to make up a *bond-like* strip bond package or an *annuity-like* strip bond package. A bond-like strip bond package consists of a lump-sum payable at maturity, which is backed by an interest in a strip bond payable in respect of one or more Underlying Bonds, together with one or more interests in other strip bonds (usually interest payments) related to one or more Underlying Bonds, thereby creating an instrument that resembles, in its payment characteristics a conventional bond.

An annuity-like strip bond package differs from a bond like strip bond package to the extent that it does not include a lump-sum payment at maturity. Strip bond packages may be purchased in the form of several separate strip bonds or as one security in one of the forms described below under *Custodial Arrangements*.

Price Volatility

As with conventional interest-bearing debt securities, the market price of strip bonds and strip bond packages will fluctuate with prevailing interest rates. Generally, the market price of conventional interest-bearing debt securities and of strip bonds and strip bond packages will fluctuate in the same direction: when prevailing interest rates rise above the yield of these instruments, their market price will tend to fall; conversely, when prevailing interest rates fall below the yield of these instruments, their market price will tend to rise.

However, the market price of a strip bond will be significantly more volatile than the price of a conventional interest-bearing debt security with the same credit risk and term to maturity.

When prevailing interest rates rise, the market price of a strip bond will tend to fall to greater degree than the market price of a conventional interest-bearing debt security with the same credit risk and term to maturity. Conversely, when prevailing interest rates fall, the market price of a strip bond will tend to rise to a greater degree than the market price of a conventional interest-bearing debt security with the same credit risk and term to maturity.

The primary reason for such volatility is the fact that no interest is paid in respect of a strip bond prior to its maturity. There is therefore, no opportunity to reinvest interest payments at prevailing rates of interest prior to maturity.

The following table compares changes in the prices of conventional interest-bearing debt securities and strip bonds. The table shows, on a hypothetical basis, the difference in price fluctuation as a result of fluctuations in prevailing interest rates between, on the one hand, five-year and 20-year \$100 face amount conventional bonds bearing interest a 6% payable semi-annually, and on the other hand, five-

year and 20-year face amount strip bonds priced to yield 6%. It will be noted that the longer the term to maturity of the bond or strip bond, the more volatile its market price will be.

	Market Price	Market Yield	Price with rate drop to 5%	% Price Change	Price with rate increase to 7%	% Price Change
6% 5-Year Bond	\$100.00	6.00%	\$104.38	4.38%	\$95.84	-4.16%
5-Year Strip Bond	74.41	6	78.12	4.99	70.89	-4.73
6% 20 year Bond	100	6	112.55	12.55	89.32	-10.68
20 year Strip Bond	30.66	6	37.24	21.49	25.26	-17.61

In contrast to strip bonds, the income stream received on a strip bond package prior to maturity or the final payment date may be reinvested at the then prevailing interest rates. Therefore, the market price of a strip bond package will not be as volatile as the market price of a strip bond with the same credit risk and term to maturity or final payment date. However, it may be more volatile than the market price of conventional interest-bearing debt security with the same credit risk and term to maturity.

Secondary Market and Liquidity

Strip bonds, strip bond packages and Underlying Bonds do not trade in Canada in an auction market similar to that for shares listed on a stock exchange. Instead, strip bonds, strip bond packages and Underlying Bonds trade in dealer or over the counter markets similar to those for most conventional debt securities.

Certain strip bonds and strip bond packages that are available in Canada are offered by groups of investment dealers or financial institutions which may make markets for the strip bonds and strip bond packages they offer, although they are not obligated to do so. There can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time. In such circumstances, purchasers may have to hold their strip bonds and strip bond packages to maturity or final payment date in order to realize their investment.

The market for Underlying Bonds is more liquid than the market for strip bonds and strip bond packages. Total turnover in Canadian federal and provincial bonds totaled \$3.6 trillion in 2000, with trading in Canadian federal bonds accounting for 92 percent of this amount. The average daily turnover of Government of Canada bonds amounted to \$13 billion in 2000, in proportionate terms roughly equivalent to Government of Canada bonds with two, five, 10 and 30-year maturities (i.e., the so-called benchmark issues) account for most of the trading activity in this market and are the most liquid Government of Canada securities. The benchmark issues trade with the tightest bid-offer spread, with spreads widening for securities with different maturities than the benchmark issues. The market for provincial and territorial government securities is less liquid than the market for Government of Canada Securities. Securities issued by the larger provinces with significant borrowing requirements are more liquid than securities issued by the smaller provinces or territories.

Custodial Arrangements

Purchasers may purchase strip bonds and strip bond packages in four forms:

1. A book-entry position created by The Canadian Depository for Securities Limited (CDS) which represents an undivided interest in the relevant interest and/or principal payment(s) to be made in respect of one or more Underlying Bonds held by CDS. This is the most common form of ownership today.
2. A deposit receipt or certificate issued by a custodian where the receipt or certificate represents an undivided interest in a pool of interest coupons or principal residues held by the custodian or in interest or principal payments to be made in respect of one or more Underlying Bonds held by the custodian (non alter-ego receipts).
3. A deposit receipt or certificate issued by a custodian where the receipt or certificate represents the relevant segregated underlying interest coupon(s) or principal residue(s) held by the custodian (alter-ego receipt).
4. In limited circumstances, physical delivery of the actual coupon(s) or residue(s) (in specie). Each of these forms has different characteristics:

Holders of book-entry positions and non alter-ego receipts are not entitled to take physical delivery of the underlying coupon(s) or residue(s), except in cases where specifically allowed by the rules CDS or the custodial arrangements, as the case may be.

Holders of book-entry positions, alter-ego receipts and non alter-ego receipts and holders of physical coupon(s) and residue(s) may be limited in their right to enforce the terms of the Underlying Bond(s) directly against the issuer. Further such holders may have their rights under applicable custodial arrangements and in respect to the Underlying Bond(s) affected by a specified majority of such holders. Voting rights may be allocated to holders of strip bonds and strip bond packages based on a formula specified as part of the relevant custodial arrangement or as specified in the terms of the Underlying Bond(s). Each purchaser should review the relevant custodial arrangements and the purchaser's rights there under.

For non alter-ego receipts and alter-ego receipts, registered certificates may be available to the holder on request. Where registered certificates are not available, the holder should receive periodic statements showing the security position from his or her investment dealer or other financial institution.

Alter-ego receipts may entitle the holder to take physical delivery of the underlying coupon(s) or residue(s). If the holder decides to take

physical delivery, the holder should be aware of the risks (including the risk of lost ownership) associated with holding a bearer security which cannot be replaced. The holder also should be aware that the secondary market for physical strip bonds may be more limited than for other forms of strip bonds and strip bond packages, due to the risks involved.

The facilities of CDS are available for custody and settlement of strip bonds and strip bond packages for any CDS participant. In some cases the Underlying Bonds are redeemable or callable prior to maturity. Purchasers of strip bonds or strip bond packages relating to interest payments to be made in respect of Underlying Bonds that are redeemable or callable should satisfy themselves that such interest payments do not relate to interest payment dates that may occur after the Underlying Bond's earliest call or redemption date.

Canadian Income Tax Summary

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should consult their own tax advisors for advice relating to their particular circumstances. The following summary is intended to be a general commentary on the attributes of strip bonds and strip bond packages under the Income Tax Act (Canada) (*Tax Act*) and the regulations hereunder (*Regulations*) for purchasers who hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The summary also comments on the attributes under applicable similar provincial or territorial taxation laws.

Qualified Investments

Strip bonds and strip bond packages relating to Underlying Bonds that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada or issued by a province or territory of Canada are *qualified investments* under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans (RRSPs), registered retirement income funds (RRIFs), registered education savings plans (RESPs) and deferred profit sharing plans (DPSPs).

Annual Taxation of Strip Bonds

The Canada Customs and Revenue Agency has indicated that purchasers of strip bonds will be treated as having purchased a *prescribed debt obligation* within the meaning of the Regulations. Accordingly, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year (see example below). Therefore, these instruments may be more attractive to non-taxable accounts, such as self-directed RRSPs, RRIFs, DPSPs, RRSPs, pension funds and charities, than to taxable accounts.

In general terms, the amount of notional interest deemed to accrue each year will be determined by using that interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the Underlying Bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the Underlying Bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of the previous year to June 30 of the subsequent year.

Table 2: Income Tax Treatment 1			
Year	Base for Interest Compounding	Accrued Notional Interest for Year	Tax Liability at 45%
2002	\$3,742.96	\$82.71	37.22
2003	3,825.67	210.41	94.6845
2004	4036.67	221.98	99.891
2005	4258.06	234.2	105.39
2006	4492.26	247.07	111.1815
2007	4739.33	260.67	117.3015
		1257.04	

* $[(1.05)^{149/365} \times \$3742.96] - \$3742.96$. February 21, 2002 to June 30, 2002 = 149 Days

The previous table sets out the income tax treatment of a taxable individual investor resident in Canada who purchases a \$500 strip bond on February 1, 2002 at a total purchase price of \$3,742.96. The anniversary date of the issuance of the Underlying Bond is June 30. The strip bond is due on June 30, 2007 (i.e. five years and 149 days later) and the investor holds it to maturity. Thus, the effective annual interest rate on the strip bond for purposes of the interest accrual rules will be 5.5%. The investor's marginal tax rate (determined after taking into account applicable provincial or territorial taxation laws) is assumed for illustrative purposes only to be 45%. Investors should determine their actual marginal tax rate after discussion with a professional tax advisor.

In some circumstances the anniversary date of the issuance of Underlying Bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

Disposition of Strip Bonds Prior To Maturity

Upon the disposition of a strip bond prior to maturity, purchasers will be required to include in their income for the year of disposition notional interest to the date of disposition. If the amount received on such a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included income, the difference will be treated as a capital loss. As of the date of this Information Statement, a taxpayer was required to take into account one half of the capital gain or loss in determining taxable income.

Because a strip bond package consists for tax purposes, the interest inclusion rules will be satisfied if an annual notional interest is determined in respect of each separate strip bond as outlined above. However, the calculation of such annual notional interest inclusion may be very complex. In addition, the calculation may be impossible to perform for individual purchasers to the extent that the anniversary dates of the Underlying Bonds are unknown.

As an alternative, purchasers of strip bond packages may wish to consider accruing notional interest to the end of each year at the internal rate of return or yield of the strip bond package determined by reference to the total purchase price (including any dealer mark-up or commission) and on the assumption that each component of the strip bond package is held to maturity or final payment date. The use of this method may in some circumstances result in a marginally less favorable income tax result to an individual purchaser than the calculation of an annual notional interest inclusion in respect of each separate strip bond comprising the strip bond package.

Upon the disposition of a strip bond package prior to maturity, purchasers will be required to include in their income for the year of disposition notional interest to the date of disposition. If the amount received on such a disposition exceeds the sum of the total purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the sum of the total purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss. As of the date of the Information Statement, a taxpayer was required to take into account one half of the capital gain or loss in determining taxable income.

The table below sets out the income tax treatment for the individual investor in the previous example where the investor sells the strip bond on September 30, 2004 for an assumed sale price of \$4,361.31.

Table 3: Income Tax Treatment 2		
Proceeds of Disposition		\$4,361.31
Base Calculation of Capital Gain		
Initial Purchase Price	\$3,742.96	
Accrued Income for 2002 (see previous)	82.71	
Accrued Income for 2003 (see previous)	210.41	
Accrued Income for 2004		
To Anniversary Date (see previous)	221.98	
To September 30th	57.85	4315.91
Capital Gain		45.4
Taxable Capital Gain (1/2 of Capital Gain)		22.7
* $[(1.055)^{92/365} \times \$4258.06] - \$4258.06$		

Non-Residents of Canada

Non-residents of Canada for the purposes of the Tax Act who purchase strip bonds or strip bond packages relating to Underlying Bonds issued or guaranteed by the Government of Canada or issued by a province or territory of Canada and which were issued after April 15, 1966 will not be liable for income tax in Canada (including withholding tax) on any amounts paid or credited with respect to the strip bonds or strip bond packages if such purchasers do not use or hold the strip bonds or strip bond packages in carrying on business in Canada and their sole connection with Canada is the acquisition and ownership of the strip bonds or strip bond packages.

Impact on Yield-to-Maturity of Dealer Mark-ups or Commissions Paid on Strip Bonds Dealer mark-ups or commissions on strip bonds are quoted as a fixed amount per \$100 of maturity amount of the strip bond purchased. The commission charged is generally not affected by the purchase price of the strip bond. Thus, the commission remains the same for strip bonds with a longer term to maturity and lower purchase price. The commission quoted by investment dealers for strip bonds generally ranges between 25 cents per \$100 of maturity amount to \$1.50 per \$100 of maturity amount. Commission is typically at the higher end of this range for smaller transaction amounts, reflecting the higher cost of processing a small trade. The commission generally decline for a larger transaction.

The table below illustrates the after commission yield to an investor in strip bonds with different before commission yield and different term to maturity. All of the yield numbers are semi annual. For example, a strip bond with a term to maturity of one year, a before-commission yield of 4.5% and a commission yield of 4.234%. The before commission cost of this particular strip bond will be \$94.72 per \$100 of maturity will the after commission cost will be \$94.97 per \$100 of maturity of 25 years, a before commission yield of 6.5% and a commission of \$1.50 per \$100 of maturity amount has an after commission yield of 6.204%. The before-commission cost of this particular strip bond will be 20.21 per \$100 of maturity will the after commission cost will be \$20.71 per \$100 of maturity amount.

Table 4: After-Commission Yield							
Commission or Dealer Mark-Up	Yield Before Commission or Dealer Mark-Up	Yield Before Commission or Dealer Mark-Up					
		1	2	5	10	15	20
\$0.25	4.50%	4.234	4.361	4.44	4.46	4.467	4.469
	5.5	5.229	5.433	5.433	5.456	5.462	5.46
	6.5	6.225	6.354	6.429	6.451	6.455	6.449
\$0.75	4.5	3.703	4.083	4.309	4.381	4.401	4.408
	5.5	4.691	5.073	5.299	5.368	5.385	5.382
	6.5	5.679	6.062	6.288	6.354	6.367	6.349
\$1.50	4.5	2.915	3.67	4.121	4.263	4.304	4.318
	5.5	3.892	4.65	5.1	5.238	5.272	5.267
	6.5	4.868	5.629	6.078	6.211	6.236	6.204

The approximate reduction in annual percentage yield associated with the payment of a specific amount of commission or dealer mark-up may generally be calculated as follows:

Where:

- * MA is the Maturity Value of the Strip Bond
- * PP is the purchase price of the strip bond including the amount of any commission or dealer mark-up required to be paid in order to acquire the strip bond
- * CA is the amount of commission or dealer mark-up required to be paid to the selling dealer at the time of purchase of the strip bond
- * n is the number of days from the time of purchase of the strip bond to the time of maturity of the strip bond (excluding the day of purchase but including the maturity day and ignoring leap years)

A prospective purchaser or seller of a strip bond is invited to compare the yield to maturity of the strip bond, calculated after giving effect to any applicable dealer mark-up or commission against the similarly calculated yield to maturity of a conventional interest bearing debt security. Prospective purchasers or sellers are invited to inquire about the dealer's bid and ask prices for the subject strip bond. (June 2003)

Benchmark Comparisons

You can judge how your investments are doing by comparing the rate of return on the securities you hold to an investment performance benchmark. Your rate of return is affected by, among other things, changes in the value of your securities, dividends and the interest you earn, as well as when you make deposits and withdrawals.

To compare your rate of return with a benchmark, find a benchmark made up of securities like the ones you have in your account. For example, the S&P/TSX Composite is a benchmark for a broad group of Canadian stocks that trade on the Toronto Stock Exchange. It's a good yardstick for assessing performance of a Canadian equity mutual fund with investments in Canadian corporations. It would not be a good benchmark if you hold foreign investments, bonds, shares of smaller companies, or ones limited to only one part of the economy. Instead, you would have to find a foreign equity, bond, small cap or industry sector benchmark. If you have an account made up half of stocks and half of bonds, compare your rate or return to the average of a stock and a bond index.

Keep in mind that benchmarks should be used as a guide only for the following reasons:

- Benchmarks do not factor in commissions or other costs to invest and often don't include low-earning assets that you hold to cash. This means benchmark returns will seem higher than what you would earn on your account if you otherwise held the same securities as the index.
- Benchmark rates of return are calculated using a specified method. For the best comparison, be sure this is how the rate of return on your account is calculated.
- Remember that benchmarks are based on how a sample portfolio performs and that other factors, such as tax considerations, will affect your returns.

The new performance report is not required to have a benchmark because IIROC believes that the report focuses on individual investors' personal returns, which are not easily compared to a benchmark because of their individual timing of deposits and withdrawals. As a result, it is believed that benchmarks are not a relevant comparison to the individual investor's personal rates of return. This is because the benchmark elevated the performance of the fund over a period of time and does not include the timing of day to day deposit and withdrawals.

As well, many benchmarks would use the Time Weighted Return and not the Money Weighted Return IIROC requires on the annual performance report. Instead, it is recommended that investors compare their personal rate of return on their annual performance review to their targeted rates of return to see if they are on track to meet their financial goals.

Managed account quarterly reports do include benchmarks. Your quarterly reports display the S&P TSX Composite, S&P TSX Venture and the Canadian Government Bond Index. Please keep in mind that your personal asset mix should be considered when comparing it to the index's performance.