

ODYSSEY TRUST COMPANY

Tax-Free Savings Account (TFSA) Application Form



New Account Number
(Office use only):

1. HOLDER INFORMATION

Last Name		First Name and Initial(s)	
Social Insurance Number		Birth Date (dd/mm/yyyy)	
Street Address		Unit #	City, Town Or Post Office
Province	Postal Code	Email Address*	
Home Phone	Business Phone	Cell Phone	

* By providing your email address you consent to the electronic delivery of future communications related to your account. Should you wish to revoke this consent you can do so by contacting registeredplans@odysseytrust.com.

2. SUCCESSOR HOLDER AND BENEFICIARY DESIGNATION

Part A - SPOUSAL INFORMATION

In the event of my death, I hereby designate my spouse*, if living at my death, as the successor holder of this Odyssey Trust Company Self-Directed Tax-Free Savings Account to acquire all rights I have as the holder thereof and the unconditional right to revoke any beneficiary designation made. I reserve the right to revoke this designation.

Spouse's Last Name	Spouse's First Name
Spouse's Social Insurance Number (Required for Succession)	Spouse's Date of Birth (dd/mm/yyyy) (Required for Succession)

Part B - BENEFICIARY INFORMATION

In the event that the successor holder designated by me in Part A (above) predeceases me or where I have not named a successor holder in Part A, I hereby designate the following person as my designated beneficiary entitled to receive the proceeds of this Odyssey Trust Company Self-Directed Tax-Free Savings Account in the event of my death. I reserve the right to revoke this designation.

1.	Name	Relationship	Percentage	%
2.	Name	Relationship	Percentage	%
3.	Name	Relationship	Percentage	%

In the absence of a designated beneficiary or successor holder, the proceeds of this Odyssey Trust Company Self-Directed Tax-free Savings Account will be paid to your Estate.

Caution:

- The validity of a designation of a beneficiary or successor holder is subject to the laws of the jurisdiction where you reside permitting designation made otherwise than by way of a will.
- Your designation of a successor holder and/or beneficiary to this Odyssey Trust Company Self-Directed Tax-Free Savings Account by means of this designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder or beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.
- This designation of successor holder and/or beneficiary will apply to this Odyssey Trust Company Self-Directed Tax-Free Savings Account only. If you have other tax-free savings accounts with another Odyssey Trust Company entity for which you want a successor holder or beneficiary to be designated, you must complete a separate designation for each of these accounts.

*Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the Income Tax Act (Canada). The person you designate as a successor holder must be your spouse at the time of your death.

3. PAYMENT OF FEES

Select one of these options:

Please deduct applicable fees from my TFSA account

I wish to pay applicable fees from my bank account by Pre-Authorized Debit (PAD), complete Electronic Funds Transfer (EFT) section below

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ELECTRONIC FUNDS TRANSFER (EFT)

A VOID cheque or Direct Deposit/EFT Form (obtained from your bank/online banking) must be attached.

I/we authorize Odyssey Trust Company ("Odyssey"), and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions and/or direct deposits and/or refunds from time to time as per my/our instructions as set out herein, and/or payments as the case may be, for payment of all charges and/or refunds arising under my/our account(s) and arrangements and agreements with Odyssey. Refunds and/or payments for the full amount of services delivered will be credited/debited to my/our specified account as specified herein. This authority is to remain in effect until Odyssey has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days (but not longer than thirty (30) days) before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel an Electronic Funds Transfer (EFT) Agreement at my/our financial institution or by visiting www.payments.ca. Odyssey may not assign this authorization, whether directly or indirectly, by operation of law, change of control, or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example; I/we have the right to receive reimbursement for any Electronic Funds Transfer that is not authorized or is not consistent with this Electronic Funds Transfer (EFT) Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.payments.ca/language. Further, by signing below, you represent and warrant as follows:

- 1) That you will not hold Odyssey responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing funds to your Account;
- 2) That you waive any pre-notification requirements as specified by sections 15 (a) and (b) of the Canadian Payments Associate Rule H1 with regards to recovering amounts directly from your Account in connection with amounts incorrectly credited to your Account.
- 3) That Odyssey may change its fee schedule by providing you with 30 days prior written notice of such changes. If you do not cancel this authorization during such notice period, this authorization shall continue to be used in conjunction with such revised fee schedule where applicable.
- 4) Where payments, funds transfer, or refunds are in relation to personal services (other than business services) this authorization shall be considered a personal pre-authorized debit agreement.

If you are unable to provide a void cheque or Direct Deposit/EFT Form from your bank, please contact us directly for an alternative method.

Signature of Bank Account Holder	Date (dd/mm/yyyy)
Signature of Bank Account Holder (For accounts that require two signatures)	Date (dd/mm/yyyy)

4. HOLDER AUTHORIZATION

TO: ODYSSEY TRUST COMPANY (the "Trustee")

I hereby apply for an ODYSSEY TRUST COMPANY SELF-DIRECTED TAX-FREE SAVINGS ACCOUNT (the "Arrangement") in accordance with the terms and conditions of this Application and the applicable Declaration of Trust attached hereto. By signing below, I have agreed that:

1. I have read, understood, and agree to the terms of the TFSA Declaration of Trust.
2. I declare that the information given in this Application is true, correct, and complete.
3. I request that the Trustee file an election with the Minister of National Revenue to register the qualifying arrangement as a TFSA under section 146.2 of the *Income Tax Act* (Canada), and if applicable under the *Taxation Act* (Quebec).
4. I understand that The Trustee is a non-deposit taking Trust Company. Any cash held in trust will be non-interest bearing.
5. I am responsible for determining my contribution limits, my investment decisions, and whether an investment is permitted or prohibited under the Act, and I am aware of the consequences of acquiring and holding investments which are prohibited and/or non-qualified.
6. The Trustee has no obligation to give me investment advice in connection with the purchase, retention, or sale of any investment and is not required to consider whether my investments held by the Arrangement are suitable for my financial circumstances. I acknowledge that the Trustee is not in the business of trading or advising in securities and therefore has provided me with no recommendations or other form of advice with respect of the investments that may be held by the Arrangement. The Trustee strongly recommends that you should:
 - a. conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risk associated with the investment and the ability to recover your investment;
 - b. review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
 - c. if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a prospectus, offering memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.
7. I am responsible for all investment decisions concerning investments held by the Arrangement, including their suitability for my financial circumstances. I have obtained such independent financial advice as I consider necessary concerning the investments to be made by the Arrangement and will continue to obtain such advice as I consider necessary when considering whether to acquire additional investments, to sell existing investments or to continue to hold such investments. The Trustee will execute any order it receives from me without making any inquiries in connection with the suitability of the investment.
8. I understand the Trustee has the right to reject an order if the proper documentation is not in place or if the investment is not eligible.
9. I understand that I am responsible for all brokerage commissions and fees as outlined in the Fee Schedule. In addition, I understand the Trustee can sell securities in my Account or otherwise deduct from my Account any amounts owing to them.
10. I acknowledge that I will advise the Trustee of any changes to my Account and I acknowledge that I must advise the Trustee if I cease to be a resident of Canada.
11. I understand I may be liable for certain tax consequences arising in connection with a non-compliant qualifying investment.
12. In the event of my death, the Successor Holder as designated above shall become the holder of the Arrangement, if applicable. Otherwise, the proceeds of the Arrangement will be paid to the beneficiary, if any, whom I have designated, if permitted by law, or, if I have not designated a beneficiary, such proceeds will be paid to my estate.
13. In the course of providing services hereunder, Odyssey Trust Company may collect or receive personal information about me and/or my representatives, as individuals, or about other individuals. Odyssey Trust Company may use personal information for the following purposes:
 - a. to administer the Agreement;
 - b. to help manage its servicing relationship with such individuals;
 - c. to meet legal and regulatory requirements; and
 - d. if Social Insurance Numbers ("SINs") are collected, for tax reporting and to assist in verifying an individual's identity for security purposes.

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HOLDER SIGNATURE			
Name (print)	Signature	Date (dd/mm/yyyy)	
AUTHORIZED REPRESENTATIVE SIGNATURE			
Name (print)	Signature	Date (dd/mm/yyyy)	Code
ACCEPTED ON BEHALF OF ODYSSEY TRUST COMPANY			
Authorized Signature of Trustee		Date (dd/mm/yyyy)	
<p>Return completed form(s) to Odyssey Trust Company Email: registeredplans@odysseytrust.com</p> <p style="margin-left: 150px;">Mail: Odyssey Trust Company Employee and Registered Plans Stock Exchange Tower 1230, 300 5th Avenue SW Calgary, AB, T2P 3C4</p>			

PRIVACY NOTICE: At Odyssey Trust Company, we take your privacy seriously. When providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you or an issuer in which you hold securities, from enrolment forms and through other communications with you. We may also receive information about you by virtue of your transactions with affiliates of Odyssey Trust Company or other parties. This information may include your name, social insurance number, securities ownership information and other financial information. With respect to both current and former customers, Odyssey Trust Company does not share non-public personal information with any non-affiliated third party except as necessary to process a transaction, service your account or as permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you, and we maintain physical, electronic and procedural safeguards to protect your personal information. Odyssey Trust Company realizes that you entrust us with confidential personal and financial information and we take that trust very seriously. By providing your personal information to us and signing this form, we will assume, unless we hear from you to the contrary, that you have consented and are consenting to this use and disclosure. A complete copy of our Privacy Code, may be accessed at www.odysseytrust.com, or you may request a copy in writing Attn: Chief Privacy Officer, Odyssey Trust Company at 350 – 409 Granville St, Vancouver, BC, V6C 1T2.

ODYSSEY TRUST COMPANY SELF-DIRECTED TAX-FREE SAVINGS ACCOUNT DECLARATION OF TRUST

We, Odyssey Trust Company, a trust company incorporated under the Loans and Trust Corporations Act (Alberta) and existing under the laws of Canada, hereby declare that we will act as trustee for you, the holder named in the application to which this declaration is attached, for the Odyssey Trust Company Self-Directed Tax-Free Savings Account (the "Arrangement") upon the following terms:

DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the *Income Tax Act* (Canada), and includes the Regulations under the Act, as amended from time to time;

"Common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Arrangement;

"Spouse" means a spouse for the purposes of the Act;

"Applicable Tax Legislation" means the Act and any applicable provincial tax legislation, as amended from time to time;

"TSFA", being a tax-free savings account, has the meaning set forth in the Act;

"Trustee", "We", "us" and "our" refer to Odyssey Trust Company as issuer of the Arrangement;

"You", "your", "I" and the "holder" unless the context requires otherwise, refer to the person who has signed the application and will be the owner of the Arrangement; (under the Act, you are known as the "Holder" of the Arrangement); and, after your death, your spouse or common-law partner if they become the successor holder of the Arrangement as described in paragraph 12 hereof.

1. **REGISTRATION:** We will file an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the Act. The Arrangement will be maintained for your exclusive benefit.
2. **CONTRIBUTIONS:** We will only accept Contributions made by you or, upon your death, pursuant to paragraph 12 herein, your spouse or common-law partner if designated as successor holder of the Arrangement. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Act. We will hold the Contributions and any investments, income or gains therefrom (the "Arrangement Assets") in trust, to be held, invested and used according to the terms of this declaration and the Act.
3. **INTEREST:** The Trustee is a non-deposit taking Trust Company. Any cash held in Trust will be non-interest bearing. If the Trustee shall hold any cash in the account, it shall be under no obligation to invest or reinvest the same but shall only be obligated to hold same with a deposit-taking financial institution, and shall be entitled to retain for its own account any benefit earned by the holding of same prior to receiving investment instructions in accordance with this Agreement.
4. **INVESTMENTS:** You may invest your funds in any investment permitted and not specifically prohibited by the Act and which is permitted by us. To do so, you must tell us how you want your funds to be invested. We may require you to provide such documentation in respect of any investment or proposed investment, as we in our sole discretion deem necessary in the circumstances. You have a responsibility to determine whether any investment is a qualified investment or a prohibited investment. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that your TFSA holds a non-qualified investment.
The trust is prohibited from borrowing money or other property for the purposes of the Arrangement.
You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.
Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our undertaking certain transactions in the Arrangement.
We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Arrangement Assets. No person other than you or we has rights under this Arrangement relating to the investing of Arrangement Assets or the amount and timing of distributions.
5. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Arrangement, all investment transactions and all withdrawals from the Arrangement. Current account information will be available online to the holder showing all transactions during the year. Holders may request a hard copy of the annual statement to be mailed to them for a fee as outlined in the Trustee's fee schedule. It is the Holder's responsibility to notify us in writing of any errors or omissions within the time limits specified on the account statements or other notices.
6. **MANAGEMENT AND OWNERSHIP:** While there is a holder of the Arrangement, no person other than us and you shall have any rights under the arrangement relating to the amount and timing of distributions and to the investing of the funds. We may hold any Arrangement Asset in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. Subject to paragraph 17, we may generally exercise the power of an owner with respect to the Arrangement Assets, including the right to vote or give proxies to vote in respect thereof, to sell any Arrangement Assets to pay any taxes, interest or penalties in connection with the Arrangement, or to any unpaid fees, expenses or liabilities owing by the Arrangement. We may limit or restrict transactions with or withdrawals from the Arrangement as we, in our sole discretion, deem necessary. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor. We will comply with applicable securities laws that apply to us as Custodian of your Account when you hold securities of public companies (reporting issuers) in your Account. You should read the Notice on Beneficial Ownership of Securities of Public Companies and must complete the related Client Response Form if this applies to you.
7. **REFUND OF EXCESS OR NON-RESIDENT CONTRIBUTIONS:** We will, upon receiving a written request from you, refund an amount to you in order to reduce the amount of tax that would otherwise be payable under section 207.02 or 207.03 of the Act, or under any other section of the Act. We will not be responsible for determining the amount of any such refund.
8. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, request that we pay you all or any part of the Arrangement Assets. In order to make such payment, we may sell all or part of any of the Arrangement Assets or transfer such Arrangement Assets to you, to the extent we deem appropriate. If the value of the Arrangement is less than \$500 or if we determine that there are insufficient liquid Arrangement Assets to pay the fees and expenses of the Arrangement, we may make a payment to you from the Arrangement equal to the value of the Arrangement or transfer the illiquid Arrangement Assets to you from your Arrangement. We will withhold any charges required at the time of withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of any sold Arrangement Assets or for any losses that may result from such sales.
9. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer Arrangement Assets (net of any costs of realizations), less any fees or charges payable hereunder and any interest or penalties that are or may become payable or have to be withheld under the Act, to another TFSA under which:
 - a) you are the holder; or
 - b) the holder is your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Act and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Arrangement Assets is transferred under this paragraph, you may specify in writing which Arrangement Assets

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you wish us to transfer or sell; otherwise, we will transfer or sell the Arrangement Assets that we deem appropriate. No transfer will be made until all fees and charges have been paid.

10. **BORROWING BY THE TFSA OR USING TFSA INTEREST AS SECURITY FOR LOAN:** The trust may not borrow money or property for purposes of this arrangement. Nothing in paragraphs 1, 6 or 9 hereof apply to the extent they are inconsistent with your ability to use your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness if the conditions in subsection 146.2(4) of the Act are met.
11. **NO ADVANTAGES:** No advantage, as that term is defined in section 207.01(1) of the Act, that is conditional in any way on the existence of the Arrangement may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Act. Tax is payable in connection with a TFSA if an advantage in relation to the Arrangement is extended to a person who is, or who does not deal at arm's length with, the holder of the Arrangement.
12. **DESIGNATION OF SUCCESSOR HOLDER / BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries of the Arrangement after your death, in accordance with the following and paragraph 13:
 - i. **Successor Holder:** You may at any time designate an individual who is your spouse or common-law partner to receive all of your rights in the Arrangement after your death, in which case, provided that such individual remains your spouse or common-law partner at the time of your death, he or she will become the holder of the Arrangement; or
 - ii. **Beneficiary of Arrangement Assets:** You may designate one or more beneficiary(ies) to receive the Arrangement Assets, less any applicable taxes and any fees or expenses payable under this declaration.

You may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Arrangement under paragraph 13. If more than one form has been received by us, we will act on the one with the latest signature date.

13. **DEATH:** In the event of your death, if you had not designated that your spouse or common-law partner become successor holder in accordance with subparagraph 12(i) above (or you had so designated but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may, in our sole discretion, require and subject to paragraph 12 above, transfer the Arrangement Assets, or sell them and pay out the proceeds, to the designated beneficiary(ies) under the Arrangement in accordance with paragraph 12 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
14. **PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining eligibility to enter into a TFSA. An Arrangement is not considered a qualifying arrangement (as defined in section 146.2(1) of the Act) unless the holder is at least 18 years of age when the arrangement is entered into.
15. **FEES AND EXPENSES:** We are entitled to receive and may charge you or the Arrangement reasonable fees and other charges that we establish from time to time. The Arrangement will bear any taxes, interest or penalties imposed on the Arrangement by the Act. Subject to paragraph 17, we are entitled to reimbursement from the Arrangement or you for all taxes, interest and penalties and for all other costs and out-of-pocket expenses incurred by us in connection with the Arrangement, including amounts imposed or that arise after the Arrangement is terminated. All amounts so payable will be charged against and deducted from the Arrangement Assets, unless you advise differently and make the required provisions. If the cash in the Arrangement is not sufficient to pay these amounts, we may, in our sole discretion, deduct the unpaid amounts from any other account held by you with us or any of our affiliates and we are authorized but not obligated to liquidate Arrangement Assets or investments held in such other account selected by us in order to pay same. We will not be responsible for any loss occasioned by any such liquidation.
16. **TRUSTEE'S LIABILITY:** We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Arrangement is terminated and all of the Arrangement Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Arrangement.

Subject to the express provisions of the Act and to paragraph 17 hereof, we will not be liable to you or the Arrangement for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Arrangement, you or any other person in connection with the Arrangement, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Arrangement, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the Act or by any other government authority out of the Arrangement Assets. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Arrangement or the Arrangement Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct.

You, your heirs and legal personal representatives shall at all times indemnify and hold harmless Odyssey Trust Company, its successors and assigns, and each of their respective directors, officers, employees and agents (the "Indemnified Parties") against any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, expenses and documented disbursements (including reasonable legal fees and documented disbursements on a substantial indemnity or solicitor and client basis) that the Indemnified Parties, or any of them, in consequence of, arising from or in any way relating to acting on this Arrangement. If we are entitled to and make any claim under this indemnity, we may pay the claim from the Arrangement Assets. If the Arrangement Assets are insufficient to cover the claim, or if the claim is made after the Arrangement has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this paragraph 16 shall survive the termination of the Arrangement.

17. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on you or the Arrangement, except for taxes, interest and penalties, if any, imposed on us by the Act that the Act states may not be reimbursed by the Arrangement. The provisions of this paragraph 17 shall survive the termination of the Arrangement.
18. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Arrangement by giving you 60 days written notice, or such shorter period of notice as you may accept. Upon giving any such notice of our resignation, we will within the notice period appoint a successor trustee authorized under the Act and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we may nominate you to appoint a Successor Trustee by providing notice to you. If you are unable to appoint a Successor Trustee within 60 days of being nominated to do so, the Arrangement

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Assets, less all applicable fees, charges and expenses will be withdrawn from your Arrangement and transferred to you and we will be relieved of all duties and liabilities under the Arrangement. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Arrangement and will be reimbursed from the Arrangement Assets. Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our Canada Revenue Agency registered plan trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Arrangement without further act or formality.

19. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Arrangement as a TFSA under the Act. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Act.
20. **NOTICE:** You may give us instructions by personal delivery, fax, postage prepaid mail or by electronic mail if you provide us with your email address for this purpose (or by such other means as we may accept), properly sent to us or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us, or by electronic mail if you provide us with your email address for this purpose. Our notices to you will be deemed to have been given on the second business day after mailing. Further, you hereby consent to Odyssey Trust Company sending all documentation electronically to the email address you have provided to Odyssey Trust Company and all such electronic communications shall be deemed to satisfy Odyssey Trust Company's obligations to provide such information to you hereunder as if such documents were delivered by mail.
21. **ELECTRONIC SIGNATURES:** I hereby authorize and direct Odyssey Trust Company to rely on my electronic signature on all agreements and other documents and all such electronic signatures, provided to Odyssey Trust Company by OneSpan, or other such electronic signatures as approved by Odyssey Trust Company, shall be deemed to be reliable for the purpose of identifying me and shall be deemed to be reliable for the purpose of the document signed.
22. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
23. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Arrangement or the Arrangement Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
24. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, except that, where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.
25. **LANGUAGE CLAUSE:** Unless otherwise indicated on the Application, you have requested that your Application, this Declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.
26. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in a file at our place of business. The object of this file is to enable us, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Arrangement, and manage your Arrangement and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us to make any decision relevant to the object of the file and no one may have access to the file except us, our employees, agents and representatives, any other person required for the execution of our duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.
27. **OUR RIGHT TO APPOINT AN AGENT:** You authorize us to delegate any or all of the performance of our duties under this Agreement to an agent or agents that we choose. We acknowledge, however, that the ultimate responsibility for the administration of your TFSA is ours.
28. **IDENTIFICATION NUMBER:** TFSA 06700017