



CANADIAN WESTERN TRUST

Canadian Western Bank Group

Service you can trust.TM

NEW ACCOUNT APPLICATION FORM



Mission Statement

Canadian Western Trust will be the recognized leader in services to financial advisors, corporations, and individuals, offering best of breed financial products, services and solutions.

Other Products and Services offered by Canadian Western Trust include:

Trustee & Custody Services
Individual Pension Plans
Retirement Compensation Arrangements
Registered Pension Plans (DB & DC)
Group RRSPs
Share Purchase Plans
Online Account Access
Tax Free Savings Accounts

Canadian Western Trust
Suite 600 - 750 Cambie Street
Vancouver, B.C. V6B 0A2
Tel: 604-685-2081
Toll Free Tel: 1-800-663-1124
Fax: 604-669-6069
Toll Free Fax: 1-866-799-6069

www.cwt.ca



RR# / B/U# - (FOR CWT USE ONLY)

RR# / B/U# - (FOR CWT USE ONLY)

Dealer Account Number:

Suite 600 - 750 Cambie Street
Vancouver, B.C. V6B 0A2
Tel: 604-685-2081
Toll Free Tel: 1-800-663-1124
Fax: 604-669-6069
Toll Free Fax: 1-866-799-6069

PART 1 - SELF-DIRECTED PLAN / FUND INFORMATION (please select only one new account for this application)Choose only one: ☐ Full Service Self-Directed Account ☐ Introductory Account

Choose only one:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Retirement Savings Plan (RSP) | <input type="checkbox"/> Locked-In RSP (LRSP) | <input type="checkbox"/> Retirement Income Fund (RIF) | <input type="checkbox"/> Life Income Fund (LIF) |
| <input type="checkbox"/> Spousal RSP | <input type="checkbox"/> Locked-In Retirement Account (LIRA) | <input type="checkbox"/> Spousal RIF | <input type="checkbox"/> Prescribed RIF (PRIF) |
| <input type="checkbox"/> Pooled RSP | <input type="checkbox"/> Restricted Locked-In Savings Plan (RLSP) | <input type="checkbox"/> Locked-In RIF (LRIF) | <input type="checkbox"/> Pooled RIF |
| <input type="checkbox"/> Group RSP (Group Sponsor Name) _____ | | <input type="checkbox"/> Restricted Life Income Fund (RLIF) | |
| | | <input type="checkbox"/> Group RIF (Group Sponsor Name) _____ | |

PART 2 – PLAN / FUNDHOLDER INFORMATION (please print clearly)☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss. ☐ Dr.

First Name

Last Name

Mailing Address

City

Province

Postal Code

Residential Address (if different from Mailing Address)

City

Province

Postal Code

Home Telephone

Office Telephone

Social Insurance Number

Birth Date - (DD/MM/YYYY)

Email Address

I am a citizen of: ☐ Canada ☐ USA

USA SSN/TIN

Other Tax Number

To be completed for locked-in accounts only (LRSP, LIRA, RLSP, LIF, LRIF, PRIF, RLIF)

- ☐ My 'spouse', 'pension partner', 'common-law partner' or 'cohabiting partner', as applicable, as that term is defined in the Applicable Pension Legislation associated with this account and identified in the addendum attached hereto is; name: _____ . Or;
- ☐ I confirm that I do not have a 'spouse', 'pension partner', 'common-law partner' or 'cohabiting partner' as that term is defined in the same Applicable Pension Legislation.

PART 3 – SPOUSE OR COMMON-LAW PARTNER INFORMATION (complete part 3 only if this is an application for a Spousal Account)☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss. ☐ Dr.

Spouse or Common-law Partner First Name

Spouse or Common-law Partner Last Name

Social Insurance Number of Spouse or Common-law Partner:

PART 4 – RIF PAYMENT AND ELECTION INFORMATION (complete part 4 if this is an application for a RIF)

I elect to use the following age in calculating my annual minimum RIF payment and understand I may not change this election after December 31st of the year of this application:

(Please select one:)

☐ My age☐ My spouse or common-law partner's age

Name of Spouse:

Date of Birth:

(DD/MM/YYYY)

PART 5 – BENEFICIARY DESIGNATION

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

Where permitted by law, I may elect to make my current spouse or common-law partner a successor annuitant under my RIF in the event of my death before the termination of the RIF, provided my spouse or common-law partner survives me.

Name of Beneficiary	Relationship	Percentage
1.		
2.		
Must Total		100%

PART 6 – SHAREHOLDER COMMUNICATION INFORMATION

CLIENT RESPONSE FORM

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

PART 1 - Disclosure of Beneficial Ownership Information. Please mark the corresponding box to show whether you **DO NOT OBJECT** or **OBJECT** to Canadian Western Trust Company disclosing your name, address, electronic mail address, securities holdings and preferred language of communication to issuers of securities you hold with Canadian Western Trust Company and to other persons or companies in accordance with securities law.

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

☐ I **OBJECT** to you disclosing the information described above.

PART 2 - Receiving Securityholder Materials. Please mark the corresponding box to show what materials you want to receive. “Securityholder materials sent to beneficial owners of securities” consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

☐ I **WANT** to receive **ALL** securityholder materials sent to beneficial owners of securities.

☐ I **DECLINE** to receive **ALL** securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.)

☐ I **WANT** to receive **ONLY** proxy-related materials that are sent in connection with a special meeting.

PART 3 - Preferred Language of Communication. Please mark the corresponding box to show your preferred language of communication.

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

☐ **ENGLISH**

☐ **FRENCH**

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

PART 7 – MUTUAL FUND DEALER/INVESTMENT ADVISOR/MORTGAGE BROKER APPOINTMENT ACKNOWLEDGEMENT

(Please check the applicable box)

☐ I appoint the Mutual Fund Dealer Representative (“Dealer Representative”) named herein to provide me with Mutual Fund advice. I authorize Canadian Western Trust Company (for the purposes of this application form, “CWT”), to provide my Dealer Representative with copies of statements of my account and any personal information with respect to my Plan/Fund. I acknowledge that I am bound by actions taken by my Dealer Representative and/or Dealer and I agree to indemnify CWT against all actions, liabilities, damages, or costs directly or out of my Plan/Fund Assets resulting from CWT’s reliance on this authorization. This authorization shall be valid until revoked by me in writing to both CWT and the Dealer Representative.

☐ I appoint the Investment Advisor/Mortgage Broker named herein who will provide me with investment advice and has my full authority to act on my behalf in giving written investment instructions to Canadian Western Trust Company (for the purposes of this application form, “CWT”), for my Plan/Fund, including purchases, sales or switches of Plan/Fund Assets. I authorize CWT to provide my Investment Advisor/Mortgage Broker with copies of statements of my account and any personal information of my Plan/Fund. I acknowledge that I am bound by actions taken by my Investment Advisor/Mortgage Broker and I agree to indemnify CWT against all actions, liabilities, damages, or costs directly or out of my Plan/Fund Assets resulting from CWT’s reliance on this authorization. This authorization shall be valid until revoked by me in writing to both CWT and the Investment Advisor/Mortgage Broker.

☐ I do not wish to appoint a Dealer Representative or Investment Advisor/Mortgage Broker at this time.

Name of Company		Name of Dealer (if applicable)	
Name of Dealer Representative or Investment Advisor/Mortgage Broker		Address	
City	Province	Postal Code	
Phone	Fax	Email Address	
Mutual Fund Dealer # (if applicable)		Mutual Fund Rep # (if applicable)	

Note: If you have appointed a Dealer Representative or Investment Advisor/Mortgage Broker, please have the Dealer Representative or Investment Advisor/Mortgage Broker read and complete the following:

I, the appointed Dealer/Dealer Representative/Investment Advisor/Mortgage Broker, hereby accept the appointment by the plan/fundholder and agree to comply with applicable securities laws and all regulations.

Authorized Signature of Dealer Representative/Investment Advisor/Mortgage Broker	Date - (DD/MM/YYYY)
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PART 8 – AGREEMENT FOR FEE PAYMENT BY PRE-AUTHORIZED DEBIT (PAD)

I hereby authorize Canadian Western Trust Company ("CWT") to debit the following bank account for payment of annual administration fees and I attach a sample void cheque for the account being debited.

Banking Information

<div>Financial Institution</div>	<div>Branch Address</div>	
<div>City</div>	<div>Province</div>	<div>Postal Code</div>
<div>Transit Number</div>	<div>Bank Account Number</div>	

Plan/Fundholder Signature

For purposes of this Part 8, the following terms have the following meanings:

"FI" means Financial Institution;

"Payor" means the person(s) that pre-authorize the issuance of a PAD and whose account is to be debited with the amount of the PAD;

"Pre-Authorized Debit" or "PAD" means a pre-authorized payment in paper, electronic, or other form drawn pursuant to a PAD agreement on an account of my choosing as Payor held by my FI.

In this Part 8, "I", "We", "My", "Me", "Our" and "Us" refers to the Payor;

I/We understand and undertake that:

1. This authorization is for the benefit of CWT and my/our FI. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payments Association.
2. Giving this authorization to CWT is the same as giving it to my/our FI.
3. My/Our FI is not required to verify that the PAD conforms with my/our authorization.
4. My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled.
5. Revoking this authorization does not terminate any contract between CWT

Date - (DD/MM/YYYY)

and me/us. My/Our authorization applies only to the method of payment and has no bearing otherwise on any contract. 6. Any personal information within this authorization required by my/our FI may be released to them. 7. I will inform CWT in writing of any change to the account information provided herein at least 10 business days prior to the next scheduled payment date of the PAD. 8. I may cancel this authorization by advising CWT of this revocation 10 days prior to the next date of the PAD. I understand that I/we may obtain a sample cancellation form or further information on my/our right to cancel this agreement at my/our FI or by visiting www.cdnpay.ca. 9. I/We have certain recourse rights if a debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit www.cdnpay.ca.

I/We authorize the processing, by CWT, of a fixed, personal PAD for payment of annual administration fees in accordance with Part 9 hereof through my/our bank account, the details of which appear on the attached void cheque.

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

Account Owner Signature

Co-Account Owner Signature

Date - (DD/MM/YYYY)

If more than one signature is required on the bank account, all parties including the plan/fundholder must sign Part 8.

PART 9 – PLAN / FUNDHOLDER ACKNOWLEDGEMENT and AUTHORIZATION (please read Declaration of Trust on reverse prior to signing)

I hereby make application to CWT for the Canadian Western Trust Company Self-Directed Retirement Savings Plan or the Canadian Western Trust Company Self-Directed Retirement Income Fund and request that CWT apply for registration as a Registered Retirement Savings Plan or a Registered Retirement Income Fund under the provisions of the applicable tax legislation. I certify that the information contained in this application is true and correct and I have read the terms and conditions set out in the Appropriate Declaration of Trust on the reverse and I agree to be bound by them and by any relevant locking-in addendum to the Plan/Fund which governs any locked-in funds, as amended from time to time. I understand and agree that locked-in funds cannot be combined with non-locked-in funds. I am aware that the benefits paid out under the Plan/Fund may be included in my income under the Income Tax Act (Canada) and under any applicable provincial income tax legislation.

If I am participating in a Group RSP or RIF, I authorize and appoint the Group Sponsor in Part 1 as my Agent to act on my behalf for the purposes of administering the Group RSP or RIF and investing the Plan/Fund Assets.

I acknowledge that I have received a current fee schedule with this application form and I understand that trustee fees, foreclosure fees, disbursements, expenses, and any other charges as outlined in the Appropriate Declaration of Trust and fee schedule shall be deducted from the Plan/Fund Assets, in arrears. I agree that I will owe and will pay CWT for all such fees, disbursements, expenses and any other charges, which may exceed the Plan/Fund Assets. I agree that where insufficient cash is available, I authorize CWT to sell or withdraw any of the Plan/Fund Assets, in their sole discretion, and obtain a fair market value they consider appropriate to collect unpaid fees, disbursements and expenses. CWT will issue an income tax receipt to me for any withdrawals from Plan/Fund Assets and will not be liable for any loss or income taxes incurred including with respect to the collection of unpaid fees, disbursements, expenses and other charges.

I understand that CWT, its directors, officers, employees, agents and their respective heirs, executors, administrators, personal representatives, successors and assigns are not responsible for determining whether an investment made in the Plan/Fund is a qualified investment within the meaning of Applicable Tax Legislation and are not responsible for valuing Plan/Fund Assets that are not publicly traded on a stock exchange recognized under Applicable Tax Legislation. I agree to indemnify CWT directly and from Plan/Fund Assets against all expenses, liabilities, claims, demands or penalties arising out of or in respect of the Plan/Fund Assets. CWT may accept investment instructions made in good faith by me or my Dealer, Dealer Representative or Investment Advisor/Mortgage Broker. CWT will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties imposed on CWT or the Plan/Fund as a result of acting in good faith on my authority or the authority of my Dealer, Dealer Representative or Investment Advisor/Mortgage Broker. CWT will not be liable for any charges incurred in performing duties under the Plan/Fund, the Appropriate Declaration of Trust or any additional terms and conditions which may apply to the Plan/Fund under applicable law in connection with any transfers by the Plan/Fund, unless caused by willful misconduct or gross negligence by CWT.

I, the plan/fundholder, understand that prior to investing I should assess the risk associated with any investments, the ability to recover any capital invested and any other information on investments in order to make an informed decision. I understand that if I have any questions or doubts about a particular investment, it is my sole responsibility to obtain independent advice from a qualified professional.

I acknowledge that CWT is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any security or other form of investment. I authorize CWT to provide my Dealer (if applicable) and Dealer Representative/Investment Advisor/Mortgage Broker or authorized agent with access to my account information via CWT's internet service.

I hereby consent to the use by CWT and its agents and subagents of my personal information provided herein and to its disclosure to third parties, for purposes associated with the administration of the Plan/Fund including without limitation establishing my account, setting up my investment, producing statements, income tax reporting and sharing such information with my Dealer, Dealer Representative or Investment Advisor/Mortgage Broker and with CWT's affiliates as required.

I have read and understood this application and the Appropriate Declaration of Trust. I understand that the materials I receive from CWT will be in English only.

Signature of Plan/Fundholder

Date - (DD/MM/YYYY)

ACCEPTED BY CANADIAN WESTERN TRUST COMPANY

Date - (DD/MM/YYYY)

National Instrument 54 - 101 Explanation to Clients

Based on your instructions, the securities in your account with us are not registered in your name but in our name. 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 it disclosed to the reporting issuer or other persons and companies. Part 1 of the Client Response Form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information by us, please mark the first box in Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by our agent or us.

Receiving Securityholder Materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such securityholders. 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 securityholder meeting.

In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- (a) Proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder 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 securityholders that are not required by corporate or securities law to be sent to registered holders.

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

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Client Response Form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form. If you want to receive ONLY PROXY-RELATED materials that are sent in connection with a special meeting, please mark the third box in Part 2 of the form.

Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through Canadian Western Trust Company or its agent if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

Preferred Language of Communication

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

Contact

If you have any questions or want to change your instructions in the future, please contact CWT at 1-800-663-1124.

Protecting Your Privacy

Canadian Western Bank and its subsidiaries (collectively "CWB"), which include Canadian Western Trust Company, will collect, use and disclose your personal information only to the extent that you have consented thereto or otherwise as required or permitted by law. For further information about CWB's privacy policies and practices, visit the CWB website at www.cwbankgroup.com or contact our Client Service Team at 604-685-2081 or toll free at 1-800-663-1124. You may also contact CWB's Privacy Officer by telephone at 780-423-8888 or email concerns@cwbank.com.

Complaint Handling

CWB encourages clients to raise questions or concerns about any issue by contacting our Client Service Team at 1-800-663-1124. Additional information can be found in CWB's complaint handling brochure which is available upon request at any CWB branch or office and on the CWB web site at www.cwbankgroup.com.

Canadian Western Trust Company Self-directed Retirement Savings Plan - Declaration of Trust

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

- 1.Registration: We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
- 2.Purpose of the Plan: The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
- 3.Compliance: The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
- 4.Contributions: Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all Premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
- 5.Investments: Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. At any time, it is your sole responsibility to ensure all investments held in the Plan are qualified investments under the Applicable Tax Legislation. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
- 6.Non-Qualified Investments: You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan. If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges imposed on you or the Plan under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Plan Assets from the Plan.
- 7.Accounting: We will maintain records relating to the Plan reflecting the following:
 - a. Contributions to the Plan;
 - b. Name, amount and cost of investments purchased or sold by the Plan;
 - c. Purchases and sales of investments we hold for you in the Plan;
 - d. Any income or loss earned or incurred by the Plan;
 - e. Withdrawals, transfers and any other payments from the Plan; and
 - f. The balance of the Plan.
- 8.Statements: We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
- 9.Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
- 10.Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
- 11.Refunds of Excess Contributions: You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to

Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.

- 12.Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
- 13.Transfers from the Plan: You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
- 14.Transfers for Division of Property: You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
- 15.Locked-In Plan Assets: If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
- 16.Group RSP: If the Plan is part of a Group RSP. You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
 - a. We will not accept any further contributions to this Plan; and
 - b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.
- 17.Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
- 18.Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.
- 19.Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
 - a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of the time calculated in accordance with the formula set out in paragraph b. of this Clause 19, or
 - b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent

- periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.
20. **Date of Birth and Social Insurance Number:** The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.
21. **Designation of Beneficiary:** Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
22. **Death of a Planholder:** Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
23. **Ownership and Voting Rights:** The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
24. **Notices:** Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
25. **Restrictions:** No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation.

Canadian Western Trust Company Self-directed Retirement Income Fund - Declaration of Trust

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

- Registration:** We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
- Purpose of the Fund:** The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
- Compliance:** The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
- Investments:** Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your

The plan provides that Retirement Income under The Plan may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).

- Amendments:** We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days notice of any amendments.
- Delegation of Duties:** Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.
- Liability of Canadian Western Trust Company:** We, our directors, officers, employees, agents and their respective heirs, executors, administrators, personal representatives, successors and assigns are not responsible for determining whether an investment made in the Plan is a qualified investment within the meaning of the Applicable Tax Legislation. We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.
- Indemnification:** You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
- Successor Trustee:** We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
- Governing Law:** The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
- Binding:** The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe in good faith to be given by you. At any time, it is your sole responsibility to ensure all investments held in the Fund are qualified investments under Applicable Tax Legislation. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.

- Non-Qualified Investments:** You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any provincial or federal regulatory authorities as it pertains to the investments in the Fund. If the Fund becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
- Accounting:** We will maintain records relating to the Fund reflecting the following:
 - Transfers to the Fund;
 - Name, amount and cost of investments purchased or sold by the Fund;
 - Purchases and sales of investments we hold for you in the Fund;
 - Any income or loss earned or incurred by the Fund;
 - Minimum payment information;
 - Withdrawals, transfers and any other payments from the Fund; and
 - The balance of the Fund.

7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
10. Transfers for Division of Property: You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. Locked-In Fund and Prescribed RIF (PRIF) Assets: If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. Retirement Income Payments from the Fund: Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. Group RIF: If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. Successor Annuitant: At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. Fees: We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. Death of Fundholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. Restriction: No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. Amendments: We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, providing that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days notice of any amendments.
22. Ownership and Voting Rights: The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. Delegation of Duties: Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.
25. Liability of Canadian Western Trust Company: We, our directors, officers, employees, agents and their respective heirs, executors, administrators, personal representatives, successors and assigns are not responsible for determining whether an investment made in the Fund is a qualified investment within the meaning of the Applicable Tax Legislation. We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by willful misconduct or gross negligence by us, our officers, employees or agent.
26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
28. Governing Law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assign.