



*LEEDE JONES GABLE INC.*

# CLIENT ACCOUNT AGREEMENT

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## PART 1: INTRODUCTION

Thank-you for choosing Leede Jones Gable Inc. (“Leede”) to be your securities dealer and investment advisor. References in this Agreement to “us” or “we” or their functional equivalents should be construed as references to Leede.

This Agreement explains how your Account will be operated.

If you have any questions, please contact your Leede Investment Advisor.

## PART 2: DEFINITIONS, INTERPRETATION, LANGUAGE AND APPLICATION

### 2.1 Definitions

For the purposes of this Agreement, the following words and phrases will have the meanings set out below:

“Account” means your account(s) with Leede from time to time;

“Account Application” or “Account Application Form” means, collectively, the Leede – New Client Account Application Form and any additional Co-Applicant Account Application Form(s) that you and any co-applicant(s) have signed to open or update the information to your Account;

“Applicable Laws, Rules and Regulations” means the laws, rules and regulations applicable to us;

“Collateral” means all present and after-acquired personal property, money and Securities in each of your Accounts that is not a registered retirement Account and all proceeds of any such property or Securities;

“Information Provider” means any entity providing Leede, either directly or indirectly, with information or processing any such information and includes, but is not limited to, stock exchanges, news service providers and stock alert message providers or any such provider or processor of data or information;

“Obligations” includes any debt, interest, fee, obligation or liability owing to Leede by you, regardless of how it arose, including without limitation any judgment or other judicial or arbitral award against you in favour of Leede;

“Password” means the combination of numbers and/or letters selected from time to time, for your use alone, as a means of identifying you and enabling you to access an Account or Service;

“Personal Information” means any information about you individually and includes information with respect to your name, address, age, gender, income, marital status, finances, employment, Transaction and Service related details arising from the Accounts and Services, together with your personal references and identification numbers, including, but not limited to, your social insurance number;

“Registered Plan” means a retirement income fund, education savings plan, disability savings plan, tax-free savings account or registered retirement savings plan, as the case may be, registered under the Income Tax Act (Canada);

“Securities” or “Security” includes shares, bonds, debentures, notes, warrants, rights, options, special warrants, installment receipts, deposit receipts, subscription receipts and all other instruments commonly referred to as a “security” or as defined in any federal or provincial Securities Act of Canada;

“Service or Services” means a service or services offered from time to time by Leede;

“Spouse” means spouse or common law partner as those terms are defined under the Income Tax Act (Canada);

“Transaction” means any dealing in Securities, including their purchase and sale; and

“You”, “your” and “yours” means the person(s) who has applied for the Account and in respect of an “in trust” account it means

the nominee of the Account upon that nominee attaining the age of majority.

### 2.2 Format; Construction

The headings used in this Agreement are for convenience of reference only. Words in the singular include the plural and vice versa and words in one gender include all genders.

### 2.3 Language

It is acknowledged and agreed that the Account Application, this Agreement and all related documents, notices and other communications, together with such other forms, documents, notices and other communications as may from time to time be required by Leede, be in English. Il est reconnu et convenu que la demande de compte, cet accord et tous les documents, avis et autres communications, ainsi que des autres formes, documents, avis et autres communications que peut de temps à autre demander Leede, soit en anglais.

### 2.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

## PART 3: GENERAL ACCOUNT TERMS AND CONDITIONS

### 3.1 Leede as Agent

By executing and delivering the Account Application you have appointed us as your agent to execute Transactions on your behalf. You acknowledge and confirm that Leede is acting in the capacity of agent only and not in a fiduciary capacity. We accept no responsibility to you other than to act honestly and in good faith.

### 3.2 Account Information

You will notify us, in writing, immediately of any material change in any information in your Account Application.

### 3.3 Capacity, Authority and Affiliation

#### Individual Clients

If you are a natural person or act as an agent for a natural person, you confirm and represent to us that you have reached the age of majority and have the power and capacity to enter into this Agreement.

#### Corporate Clients

If you are a corporation or society, you confirm and represent to Leede that you have the power and capacity to enter into this Agreement and your execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

#### Unincorporated Clients

If you are signing as a partnership, trust or another form of unincorporated organization, you confirm and represent to Leede that you have the power and capacity to enter into this Agreement and this Agreement has been duly authorized by all necessary action on your part.

#### Affiliation

Unless you have advised Leede otherwise and provided the necessary documentation, you confirm that you are not employed by, affiliated with, or an officer or director of, a person registered under any securities laws in Canada. If your current situation changes, you will notify Leede immediately.

### 3.4 Joint Accounts (Personal Accounts Only)

#### Suitability

You acknowledge that the investment objectives for any joint Account may be based primarily if not exclusively on the financial circumstances, experience and knowledge of only one of the co-applicants.

#### Liability

In respect of joint Accounts, each of you is jointly and severally liable with your co-applicant for Obligations and you will indemnify Leede against any loss, claim, damage, expense or liability which Leede may incur and which arises under or in connection with Obligations.

#### Instructions from Joint Clients

If you are a co-applicant, we may take instructions in respect of any aspect of the Account, without limit, from any Account co-applicant. However, we reserve the right to restrict activity at any time in the Account or to require joint written instructions by all co-applicants, and we will not be liable for any loss that may result from that requirement.

#### Delivery of Property and Information to Joint Clients

Leede may deliver Securities, money or other property relating to the Account, give margin calls and provide confirmations, statements, or other information about the Account to any one co-applicant, without notice to the other co-applicant(s), and such delivery or communication by us is sufficient delivery or communication to all of you.

#### Legal Ownership of the Account

If your Account is a joint Account and you should die, your interest in the Account thereupon terminates and all of the property in the Account will automatically become the property of the surviving Co-Applicant, and vice versa in the event of the death of your Co-Applicant.

### 3.5 "In-Trust" Accounts

#### Obligations of "In Trust For" Accounts

If any Account has been designated "an account in-trust for a minor", until the nominee reaches the age of majority: (a) all instructions for such Account will come from you, as trustee, exclusively; (b) you and the nominee will be jointly and severally liable to us for all Obligations respecting the Account; and (c) we may deal with you as if you were the beneficial owner.

#### Trust Agreements

Leede has no responsibility to observe the terms of any trust, whether written, verbal, implied or constructive that may exist between you, as trustee, and the nominee.

#### Age of Majority of Nominee

You acknowledge that upon the nominee reaching the age of majority in the jurisdiction in which the nominee is resident, the Account will cease to be "in-trust", the nominee will be absolutely entitled to the assets of the Account and, subject to receiving such documentation as we may require in connection with this change in status of the Account, we will thereafter accept instructions in respect of the Account solely from the nominee.

### 3.6 Instructions

#### Account Instructions

Your Account instructions must be either oral (but not left on voicemail) or in writing (but not electronic). We are not responsible for the price at which a market order is executed. You are responsible for all instructions given by you or by any person you have authorized to trade on your behalf and you will indemnify us for any loss, liability or expense that may arise as a result of our compliance with your instructions.

#### Trading Rules

Trading instructions given by you or persons you have authorized to trade on your behalf must comply with, and each Transaction carried

out on your behalf will be subject to, this Agreement and the Applicable Laws, Rules and Regulations.

#### Refusing Orders Trading Instructions

We may refuse to effect a Transaction or execute any instruction given in respect of the Account if we, in our subjective discretion, determine that doing so might be in whole or in part inconsistent with or contrary to the Applicable Laws, Rules and Regulations. We will not be liable to you for any loss or other consequences resulting from our refusal under this provision unless you prove that such refusal constituted an act of bad faith.

#### Death of Account Holder

In the event of your death, in respect of any of your Accounts that is not a joint Account, Leede will require, before accepting instructions in respect of such Account(s), such documentation as it considers necessary to enable it to lawfully accept instructions from the person purporting to represent you or your estate after your death. Such documentation includes, but is not limited to, a certified copy of the death certificate, a letter of direction and notarized copy of any of the Grant of Probate, Letters of Administration or Certificate of Appointment of Estate Trustee, or their functional equivalents. Leede will not be liable for any loss that may result from its refusal to accept instructions in accordance with this provision.

### 3.7 Payment and Delivery

#### Delivery

You must have funds in your Account by settlement date or by such earlier time as we may specify from time to time. Actual delivery of Securities in deliverable form is required immediately for any Securities sold at your direction. You confirm and represent to Leede that all sales made in the Account will be "long" sales unless you have specified otherwise at the time of giving the trading instruction.

If you do not pay for or deliver Securities to us as required under this Agreement, we may, without prior notice to you, do whatever we consider prudent in order to avoid or minimize any potential loss or inconvenience to Leede. You will indemnify us from any loss or expense incurred by us in connection with your failure to pay for or deliver Securities to us as required under this Agreement, including the actual amount of any reasonably incurred legal fees.

#### Currency of Account

We may transfer funds on deposit in the Canadian dollar component of the Account to cover any Transactions which require settlement in U.S. dollars, and vice versa.

#### Risks of Leveraged Trading

You acknowledge that borrowing to purchase Securities involves greater risk than a purchase using cash resources only. If you borrow from us to purchase Securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the Securities purchased declines. By signing the Account Application you confirm that you are aware of the risks involved in leveraged trading.

### 3.8 Trade Confirmations and Statements

#### Trade Confirmations

A trade confirmation will be sent to you after each Transaction as required by the Applicable Laws, Rules and Regulations. If you do not object in writing to the accuracy of a trade confirmation within 15 days after it is sent to you, you will be deemed to have irrevocably accepted the confirmation as accurate. Non-receipt or late receipt of a trade confirmation will not relieve you of your obligation to settle all Transactions on the settlement date or to maintain margin, if applicable.

#### Statements

An Account statement will be sent to you as required by the Applicable Laws, Rules and Regulations. If you do not object in writing to the accuracy of an Account statement within 15 days after it is sent to you, you will be deemed to have irrevocably accepted the statement as accurate.

### 3.9 Holding of Cash and Securities

Leede's obligation of care in respect of the property in your Account shall be to exercise the same care it exercises in the custody of its own property of a similar nature. All Securities will be registered in Leede's name or the name of Leede's nominee whenever practically possible.

#### Segregation of Cash Balances

Except with respect to a Registered Plan, Leede does not have to segregate or hold any cash balances separately. Therefore, cash may be mixed with Leede general funds and used for the general purposes of Leede business, and the cash will be a debt owing to you by Leede.

#### Rights Relating to Securities

If your Account is credited with the amount of any interest or dividend payable on any Security, or in respect of the maturity of any Security and final payment from the issuer is not received, then such credit may be reversed.

#### Withdrawal of Securities

We are not obligated to return to you, upon your request to do so, the same certificate evidencing Securities deposited to your Account.

#### Leede's Right to Use Securities

If, and so long as, you have a short position in your Account or you are indebted to Leede:

- (a) any Securities held by Leede for your Account may, without notice to you, be pledged as security for Leede's indebtedness, meaning that if Leede defaults on such indebtedness your Securities might not be returned to you and you might not receive a cash credit for their value;
- (b) Leede may, without notice to you, loan such Securities either separately or together with other Securities; and
- (c) any Securities held by Leede for your Account may, without notice to you, be used by Leede for making delivery against a sale, whether a short sale or otherwise and whether such sale is for your Account or that of another client, or for a sale to any account in which Leede or Leede's partners or directors may have a direct or indirect interest.

### 3.10 Fees & Charges

#### Payment of Fees and Other Charges

Except in respect of Fee Accounts, you will pay, when levied by us, all commissions and other fees in respect of Transactions or Service in your Account, together with any interest, when due, and at the rates specified by Leede, from time to time, or as may be agreed between you and Leede. In respect of Fee Accounts, you will pay us fees in accordance with our fee agreement contained in your Account Application, as it may be amended from time to time by our mutual agreement. You are responsible for payment of any tax liability in respect of your Registered Plan, including any taxes and penalties payable in respect to the purchase and sale of ineligible Securities.

#### Debits and Credits to the Account

Leede will credit to your Account any interest, dividends or other money received in respect of Securities held in it, as well as any money received as proceeds from Transactions in Securities for the Account, and may debit all amounts due and owing by you to Leede.

#### Leede's Right to Combine Accounts

If you have more than one Account with Leede, Leede may, without prior notice and at any time, combine, in whole or in part, those Accounts whether in respect of Securities or money, and make such adjustments between those Accounts as Leede thinks fit.

#### Payment of Interest

Leede will pay you interest on credit balances held in the Account and you will pay Leede interest on debit balances held in the Account at such rates and in such manner as Leede may determine from time to time.

### 3.11 Indebtedness to Leede

#### Payment of Indebtedness

You will pay all Obligations to Leede when due and in any event

forthwith on demand. If no margin facility has been granted to you, and if a debit occurs in the Account, the debit must be paid immediately.

#### Security Interest for Obligations

As general and continuing security for the Obligations you hereby grant by way of mortgage, charge, assignment and transfer, a security interest in the Collateral in favour of Leede.

#### Leede's Rights to Limit Potential Losses or to Secure Payment of Obligations

If (i) you are in default of this Agreement or any Obligation; (ii) any of the Collateral becomes subject to execution, garnishment, attachment or other process, or (iii) Leede determines in its subjective discretion that the protection of its interests require it to exercise any one or more of the following rights, Leede shall be entitled to:

- (a) sell any or all of the Securities in any Account, in such manner that Leede in its subjective discretion may determine;
- (b) buy any or all Securities necessary to cover short sales for the Account, in such manner that Leede in its subjective discretion may determine;
- (c) transfer Securities, other property and money from any of your Accounts to any other of your Accounts, even if such transfer results in a partial or total de-registration of one or more of your Registered Plan Accounts;
- (d) cancel or refuse to execute any instructions with respect to the Account; and
- (e) refuse to allow any further margin or short purchases.

You irrevocably authorize any of Leede's officers as your attorney to execute and deliver all documents, and to fill in all blanks in signed powers of attorneys or transfers, as is necessary in order to exercise the rights granted above. This power of attorney is irrevocable and a power coupled with an interest.

#### Correction of Errors

Leede may, at any time, correct any error in implementing a trading instruction at market by filling such trading instruction at the market price in effect at the time it should have been filled.

#### Costs of Enforcement

You will pay Leede all costs and expenses (including legal fees on a solicitor and own client basis) incurred by Leede, plus reasonable administration charges imposed by Leede, in connection with actions taken by Leede to enforce performance of your Obligations to Leede.

#### Leede's Rights Cumulative

All remedies, rights, liens or security interests of Leede arising by law, the agreements set out herein or otherwise are cumulative and do not replace or limit any other remedy, right, lien or security interest of Leede.

### 3.12 Trading Authorization and Powers of Attorney

#### Grant of Trading Authorization

If you have granted or at any time grant trading authorization over the Account to any person by instrument in writing provided to Leede, then that agent jointly has the authority to give Leede trading instructions for the purchase and sale of Securities, on margin or otherwise; instructions to transfer cash or securities between or among your Accounts, or instructions for any elections that may be required in respect of any of the Securities held for your Accounts, but no other authority. Specifically, the agent does NOT have authority to (a) receive cash or Securities from the Account; (b) receive trade confirmations, statements or other Account documentation; (c) sign agreements on your behalf; (d) open other Accounts with Leede on your behalf; or (e) make changes in the terms and conditions attaching to any Account. It is your responsibility to monitor the actions of your agent, and Leede is not required to notify you of them. You are bound by the actions of your agent. Leede may deal with the agent until Leede receives written notice from you that the agent's authority has been revoked or Leede receives written proof that the agent's authority has been otherwise terminated at law (for example, by your death or incapacity). You will indemnify Leede and hold Leede harmless against any loss, liability or expense (including legal fees on a solicitor and client basis) suffered by Leede in acting on the instructions of the agent.

## Grant of Power of Attorney

If you have granted or at any time grant a power of attorney over the Account to any person by completing a form of grant acceptable to Leede in its absolute discretion, then that attorney has all the authority that you would have unless otherwise limited on the face of the document granting such power of attorney. It is your responsibility to monitor the actions of your attorney, and Leede is not required to notify you of them. You are bound by the actions of your attorney. Leede may deal with the attorney until Leede receives written notice from you that the attorney's authority has been revoked or Leede receives written proof that the attorney's authority has been otherwise terminated at law (for example, by your death or incapacity). You will indemnify Leede and hold Leede harmless against any loss, liability or expense (including legal fees on a solicitor and client basis) suffered by Leede in acting on the instructions of your attorney.

## 3.13 Limitation of Liability

### General

Leede shall only be liable for direct loss, damage or expense to the extent it is legally responsible for the same. In no event shall Leede be liable for indirect, special, or consequential loss, damage or expense.

### Access

If you request electronic access to Leede's eDocs or Accounts Online at [www.leedefinancial.com](http://www.leedefinancial.com), Leede will use its reasonable efforts to provide such access, however, Leede will not be liable for any loss, damages, costs or expenses that you may incur if such access is at any time unavailable.

### Information Providers

Information provided to you by Leede from time to time may have been obtained from various third parties. Leede makes no warranty or representation, express or implied, and disclaims all other warranties or liability concerning the accuracy, completeness or reliability of by such information. In no event will Leede be liable to you for any loss or damage of any type caused or contributed to in any way by such information.

## 3.14 Governing Law and Dispute Resolution

### Regulation and Oversight

All Transactions in Securities for the Account or any Services provided will be subject to Applicable Laws, Rules and Regulations.

### Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the province in which the office of Leede where the account is maintained is located.

### Forum for Disputes

In connection with any dispute that you may have against us or any person employed by us relating to the operation of the Account or any Transaction or intended Transaction in the Account or arising out of or relating to this Agreement you agree to submit to the exclusive jurisdiction of the courts of the province in which the office of Leede where the account is maintained is located or, if applicable, to the Investment Industry Regulatory Organization of Canada (IIROC) mandated arbitration program based in Vancouver, British Columbia. Nothing in this section is intended to preclude you from exercising your right to make a complaint under our complaint handling policy including to have any unresolved complaint reviewed by the OBSI.

In connection with any dispute we may have against you relating to the operation of the Account or any Transaction or intended Transaction in the Account or arising out of or relating to this Agreement you agree to submit to the non-exclusive jurisdiction of the courts of the province in which the office of Leede where the account is maintained is located. You acknowledge and agree that service of process or of papers and notices by Leede upon you in relation to such a dispute by registered mail or personal delivery, addressed to your most recent address on file at Leede's offices, will be accepted by you as, and deemed to be, sufficient service.

## Limitation of Action or Arbitration Proceeding

In the event that you have a claim against Leede or any of its employees, you must initiate your claim either in the Provincial Court of the province in which the office of Leede where the account

is maintained is located or the Supreme Court of the province in which the office of Leede where the account is maintained is located or under the IIROC arbitration program based in Vancouver, British Columbia..

## 3.15 Miscellaneous

### Communications

Communications may take the form of notices, margin calls, demands, reports, statements and trade confirmations. Unless otherwise provided for in this Agreement Leede may, at Leede's discretion, communicate with you by contacting you by telephone, facsimile, mail, email, personal delivery or by posting applicable notices on its website. Trade confirmations and Account statements and tax reporting documents may, if you have so consented, be available to you electronically. All mail and email will be sent to the most recent address maintained by Leede on file for you. Leede has the right to refuse to mail communications to certain addresses including addresses outside of Canada. All communications mailed to you will be deemed to be given and received on the third business day after such communications were sent, whether or not you actually received them. All communications by telephone, facsimile, email (if you have consented to that form of delivery) or personal delivery will be considered to be given and received on the date of transmission or delivery, as the case may be, whether or not you actually received them. All communications posted on the Leede website will be considered given and received the first business day following their posting.

### Proprietary Interest

Market data and other information provided through the Services is proprietary and is protected by applicable copyright law. Certain names, words, titles or logos displayed while providing the Services are also proprietary and are protected by applicable trademark law. You will not reproduce, sell, distribute, publish or commercially exploit such proprietary property without the written consent of Leede.

### Unclaimed Property

If your Account or the Securities in your Account become unclaimed property within the meaning of any applicable legislation, Leede may sell any or all of the Securities in your Account for the purpose of converting your Account holdings to cash.

### Currency Conversion

If funds in your Account are converted into another currency, Leede will effect the conversion at the rates and in the manner customary for Leede in respect of such transactions.

If you make a trade involving a Security which is denominated in a currency other than the currency of the Account in which the trade is to settle, a conversion of currency will be required. In all such Transactions and at any time a currency conversion is made, Leede will act as principal with you in converting the currency at rates established or determined by us or parties related to us. We customarily levy a fee on currency conversions, and this fee is embedded in the currency exchange rate used in converting currencies in your Account.

### No Waiver of Rights

Any failure or refusal by Leede in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any right or privilege arising under this Agreement will not preclude Leede from later so insisting or exercising such right or privilege, nor will waiver by Leede of a default be construed as an amendment of this Agreement or waiver of any later default.

### Successors; Assignment

This Agreement is binding on your heirs, executors, administrators and successors. You cannot transfer or assign any of your rights under this Agreement to anyone else. Leede's rights under this Agreement may be assigned without your consent. If all of Leede's rights under this Agreement are assigned to another person and that person assumes all of Leede's obligations under this Agreement, then effective upon that happening Leede will be deemed to be released from its obligations under this Agreement.

### Changes, Additions or Amendments to this Agreement

If Leede wants or is otherwise required to give you notice of anything concerning your Account, including any change, addition or amendment to this Agreement, it may do so by publishing such notice on its website or by including a notification in your monthly

Account statement for your Account. Any such notice posted on the Leede website shall be effective five business days from its posting or, if given with the delivery of your monthly Account statement, the first day of the month immediately following the month of mailing.

#### Termination

You or we may terminate this Agreement at any time without advance notice, any such termination to be effective upon the terminating party giving to the other party a notice of such termination. Any such termination will not effect a termination of any of your Obligations to us that may have accrued and remain undischarged as of the date of termination.

Upon a notice of termination being given by us in respect of a Flat Fee Account, we will become entitled to our monthly fee calculated to the effective day of termination. Your last monthly fee will be calculated and based on the value of your Account as of the effective date of termination.

## PART 4: MARGIN AGREEMENT

If Leede has agreed to grant you a margin facility, the following additional terms and conditions will govern your Account and margin facility:

### 4.1 Grant of Margin

If you wish to purchase Securities and have insufficient funds in your Account at the time of settlement, Leede may lend amounts to you not exceeding the available loan value of Securities in your Account (as determined by Leede) and Leede will debit those loans to the Account.

### 4.2 Margin Requirements; Additional Margin

All margin Transactions for your Account will be subject to the Applicable Laws, Rules and Regulations and Leede's rules, policies and usual practice which may be amended from time to time without notice to you. You will maintain such margin as Leede, in its subjective discretion, requires. If Leede requires additional margin at any time for any reason, you shall provide it. If you do not, Leede will be at liberty to, among other things, sell Securities in your Account and otherwise exercise its rights under Section 3.11 of this Agreement.

### 4.3 Leede's Right to Cancel

Leede may, in its subjective discretion, reduce or cancel the margin facility or refuse to grant any additional margin, at any time, without notice.

### 4.4 Payment on Demand

All money owing on the margin facility shall be repaid immediately on demand, failing which Leede will be at liberty to sell Securities in your Account and otherwise exercise its rights under Section 3.11 of this Agreement.

## PART 5: OPTIONS TRADING AGREEMENT

If Leede has agreed to permit you to trade in options ("Options"), the following terms and conditions will govern your Account:

### 5.1 Risk Acknowledgement

You acknowledge and confirm that you:

- (a) have read and understood the Risk Disclosure Statement for Futures and Options Notice which is located at [www.leedejonesgable.com](http://www.leedejonesgable.com) under the link titled "Private Clients", "Forms and Documents," Client Agreement and Disclosures", and that you are aware of the nature of the risks involved in both the purchase and the writing of Options; and
- (b) understand the terms of put and call Option contracts and are willing to accept the risks inherent in trading such contracts.

### 5.2 Compliance

Transactions in Options will be subject to, and you agree to comply with, the Applicable Laws, Rules and Regulations and Leede's rules, policies and usual practice which may be amended from time to time without notice to you.

### 5.3 Business Hours

Leede will be open during local business hours but may execute orders

at any time when the applicable exchange is open for trading, whether or not Leede is then open for other client business.

### 5.4 Execution of Orders

Leede will have absolute discretion to determine whether or not to accept any order from you for a trade in an Option. Leede may execute orders for you acting as principal on the other side of a Transaction or as part of larger Transactions for you and others and may act for other clients on the other side of a Transaction as Leede may deem advisable. You understand that Leede may act as principal on the other side of a Transaction or as part of larger Transactions for the Account.

#### Instructions

You agree to provide Leede with complete instructions as to the sale, close out or exercise of any Option or as to any other action to be taken in connection with such Option. With respect to expiring Options, you agree to instruct Leede by no later than 1:00 p.m. Pacific Time on the business day preceding the expiry of the Option or by such other time as Leede may require. Leede may take any action with respect to an Option that Leede, in its absolute discretion, determines should be taken if you fail to give Leede complete and timely instructions, but Leede has no obligation to take any actions without your instructions.

#### Closing Position in Account

You agree that in the case of your insolvency or death, Leede may close your open positions and take such other steps as Leede considers advisable in its absolute discretion.

#### Exercise and Assignments of Exercise Notices

You acknowledge and agree that the exercise and assignments of exercise notices received by Leede will be allocated by Leede to existing Options Accounts on a last-in, first-out basis, and in the event of any alteration in such method of allocation, Leede will notify you in writing at least 48 hours prior to the implementation of such alteration.

#### Correction of Errors

You agree that Leede shall be entitled to correct any error in filling an order to buy or sell an Option at market by filling such order at the market price in effect at the time such order should have been filled.

#### Limits and Requirements

Without limiting the generality of the foregoing, the Applicable Laws, Rules and Regulations and the internal rules, regulations and policies of Leede described herein, you hereby expressly agree that we may provide for position limits, exercise limits, margin requirements and requirements for cash-only trades during certain periods, such as the last 10 business days prior to expiry of an Option, and that you will comply with all such rules, limits and requirements which are now in effect or which from time to time may hereafter be passed or adopted.

### 5.5 Covenants as Security for Options Trading

You will not remove from Leede's possession during the life of any Option which you have written, any Security or cash in the Account. If such Option is assigned, Leede may deliver the underlying Security that is in your Account to a clearing member of the Clearing Corporations. If you do not acquire the underlying Security necessary to meet such Option after it is exercised, Leede may use any Security or cash which is in your Account to acquire the necessary underlying Security or Leede may acquire the underlying Security at its own expense and you will be indebted to Leede for the cost of such Security and the expenses Leede incurs in acquiring it. Leede may then deliver such underlying Security to a clearing member of the Clearing Corporations to fulfill your obligations. The term "Clearing Corporations" means The Option Clearing Corporation, Canadian Derivatives Clearing Corporation, the Canadian Depository for Securities and any other Options clearing corporation.

### 5.6 Other Miscellaneous Covenants

You acknowledge and agree that:

- (a) you will not establish an Option position with one firm and, while maintaining it, have the same position closed out through another firm; and
- (b) you will not exceed in aggregate, either with Leede or elsewhere, either personally or in concert with others, any

exercise or position limits, including limits or restrictions on short positions, under Applicable Laws, Rules and Regulations and/or the rules and policies of Leede. You acknowledge that Leede is required to report to the regulatory authorities any position or exercise limit that is in violation, and you consent to Leede reporting such violation with respect to the Account.

## PART 6 & PART 7: RETIREMENT ACCOUNT AGREEMENTS

Parts 6 and 7 apply to Self-Directed RSP/RIF Accounts only

### PART 6: SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

Canadian Western Trust (the "Trustee"), a trust company incorporated under the laws of Canada, hereby declares that it agrees to act as Trustee for you (the "Annuitant") in respect of the Leede Jones Gable Inc. ("Leede") Self-Directed Retirement Savings Plan (the "Plan") referenced in your Account Application, upon the following terms.

#### 6.1 Registration

The Trustee will apply for the registration of the Plan in accordance with the applicable sections of the Income Tax Act (Canada) as they pertain to retirement savings plans (the "Act") and, if applicable, the provisions of any similar legislation of the Province of residence of the Annuitant as set out in the Account Application. (Such legislation hereinafter being collectively referred to as "Applicable Tax Legislation".)

#### 6.2 Contributions

The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant, or the Annuitant's Spouse, the same together with any income there from constituting a trust fund (the "Fund") to be used, invested and held subject to the terms hereof.

#### 6.3 Investment

The Fund shall be invested and reinvested by the Trustee, as directed by the Annuitant, provided that such investments are not inconsistent with the Applicable Tax Legislation. The Trustee may, but need not, require any direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances forming part of the fund from time to time, the Trustee will allow interest on such balances at such rate and credited at such time as the Trustee in its sole direction may determine. The Annuitant acknowledges that such cash balances may be invested and reinvested by the Trustee in the Trustee's guaranteed accounts.

#### 6.4 Annuitant's Account and Statements

The Trustee will maintain an account in the name of the Annuitant showing all contributions made to the Plan and all investment Transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year a statement(s) showing all contributions and investment Transactions made and all income and expenses earned or incurred during such period.

#### 6.5 (a) Management and Ownership

The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, or other Securities held by it for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay an assessment, taxes or charges in connection therewith or the income or gains derived there from.

#### 6.5 (b) Delegation

The Annuitant authorizes the Trustee to, and the Trustee may, delegate to Leede the performance of the following duties and responsibilities of the Trustee under the Plan:

- (a) receiving the Annuitant's contributions under the Plan;
- (b) investing and reinvesting the Fund in accordance with the directions of the Annuitant;
- (c) holding the assets forming the Fund in safekeeping;

- (d) maintaining the Annuitant's account;
- (e) providing statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time, but in no event will the Trustee delegate the responsibility for requesting the registration of the Plan hereunder. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Leede all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse Leede for its out-of-pocket expenses in performing the duties and responsibilities delegated to Leede by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that Leede will earn normal brokerage commissions or fees on investment and reinvestment Transactions processed by Leede.

#### 6.6 Trustee Fees and Expenses

The Annuitant shall pay to the Trustee an annual administration fee in such amount as may be fixed by the Trustee from time to time provided that the Trustee shall give at least 30 days' prior written notice to the Annuitant of any change in the amount of such fee. The Trustee's fee shall be payable upon establishment of the Plan, and each year thereafter and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. Out-of-pocket expenses incurred by the Trustee and Leede in the administration of the Annuitant's Account, such as certificate fees, postage, delivery charges, taxes, etc., shall be charged to the Annuitant's Account.

If the Trustee and/or Leede makes a payment or transfer of all the assets of the Plan or a transfer to a registered retirement savings plan or a registered retirement income fund, for which the Trustee is not the trustee, the Trustee shall be entitled to deduct a special service fee from any such transfer or additional payment amount.

Notwithstanding anything herein contained, the Trustee is empowered to realize, at its sole discretion, sufficient assets forming part of the Fund for payment of the fees and expenses referred to above and for payment of any taxes which may be payable in respect of the trust established hereunder. Any such realization shall be made at such price or prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

#### 6.7 Income Tax Receipts

Not later than March 30<sup>th</sup> in each year, the Trustee will furnish, or cause to be furnished, to the Annuitant or the Annuitant's Spouse a receipt showing contributions made by the Annuitant or the Annuitant's Spouse to the Plan during the preceding year and, if applicable, the first 60 days of the current year.

#### 6.8 Date of Birth

The statement of the Annuitant's age contained in the Annuitant's Account Application shall be deemed to be a certification by the Annuitant and an undertaking by the Annuitant to provide any further evidence of proof of age that may be required when a retirement income is provided.

#### 6.9 Retirement Income

The whole of the Fund shall be invested, used and applied by the Trustee for the purposes of providing a retirement income. The Annuitant will, upon 90 days' written notice to the Trustee, specify the date for the commencement of retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 71 (such date being referred to herein as "maturity"). Such notice shall indicate the name of the company from which such retirement income shall be purchased and shall instruct the Trustee to liquidate the assets in the Plan and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereinafter set out, or to amend the Plan in order to permit the transfer of the value of such account to the carrier of the registered retirement income fund of the Annuitant. Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:

- (a) an annuity payable to the Annuitant for the Annuitant's life or if the Annuitant so designates to the Annuitant for the lives jointly of the Annuitant and the Annuitant's Spouse and to the survivor of them for his or her life commencing at maturity and with or without a guaranteed term not exceeding such period of time as specified in subsection 146(1) of the Act.



Any annuity so acquired:

- (i) may be integrated with the Old Age Security Pension;
- (ii) may be increased in whole or in part in accordance with the Consumer Price Index or at such other rate not exceeding 4% per annum as may be specified under the terms of such annuity;
- (iii) shall, unless established as a variable annuity in accordance with subsection 146(3) of the Act, pay equal annual or more frequent periodic payments;
- (iv) shall provide for full or partial commutation and shall provide for equal annual or more frequent periodic payments following any partial commutation;
- (v) shall not provide for the aggregate of the periodic payments in a year after the death of the Annuitant to exceed the aggregate of the payments in a year before the Annuitant's death;
- (vi) shall by its terms not be capable either in whole or in part of assignment if payable to the Annuitant or his/her Spouse;
- (vii) shall provide for commutation if such annuity would otherwise become payable to a person other than the Spouse of the Annuitant on or after the death of the Annuitant;

or,

- (b) a registered retirement income fund subject to the rules specified in the Applicable Tax Legislation.

If the Annuitant fails to notify the Trustee at least 60 days' prior to the end of the calendar year in which the Annuitant attains age 71, the Trustee will liquidate the assets in the Plan and, subject to the requirements of the Applicable Tax Legislation, may hold such proceeds in a non-registered interest-bearing deposit account with the Trustee on behalf of the Annuitant. The Annuitant shall be responsible for all reasonable expenses of administration charged by the Trustee.

#### 6.10 Withdrawals

The Annuitant may, by written application, at any time before the commencement of a retirement income, request that the Trustee pay to the Annuitant all or any part of the assets held under the Plan, and the Trustee may liquidate any investments held under the Plan, to the extent deemed necessary for that purpose.

#### 6.11 Refund of Contributions

The Trustee shall, upon written application by the Annuitant or the Annuitant's Spouse in form satisfactory to the Trustee, refund to that applicant the amount established to be an amount as defined in paragraph 146(2)(c.1) of the Act and in any similar provisions of any provincial income tax legislation, in respect of such applicant.

#### 6.12 (a) Payment Upon Death

In the event of the death of the Annuitant and upon verification of a benefit entitlement under Applicable Tax Legislation, the Trustee will take instructions from the Annuitant's beneficiary or, if the Annuitant has no beneficiary, the executor or personal representative of the Annuitant's estate, as to whether the Fund will be:

- (a) distributed in kind to the Annuitant's beneficiary or estate, as applicable;

or,

- (b) sold and the proceeds from the Fund distributed to the Annuitant's beneficiary or estate, as applicable.

The Trustee will require, in its sole discretion, satisfactory evidence of the death of the Annuitant and any other documents pertaining to the Annuitant's death prior to proceeding with a request to distribute the Fund or the proceeds of the Fund less any tax under Applicable Tax Legislation and any other related fees or costs. If the Annuitant has designated more than one beneficiary of the Fund, the Trustee will distribute the Fund or the proceeds from the Fund to each beneficiary in the amounts designated by the Annuitant. If the Trustee cannot establish a valid designation of beneficiary or beneficiaries, the Trustee will distribute the Fund to the Annuitant's estate. Once the Fund is transferred or the proceeds of the Fund paid, the Trustee will no longer have any further liability or duty to the Annuitant's heirs, executors, administrators or legal representatives.

#### 6.12 (b) Designation of Beneficiary

The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement savings plan may validly designate a beneficiary other than by will, may in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant designate a person to be entitled to receive the proceeds payable pursuant to subparagraph 6.12(a) on the death of the Annuitant. Subject to applicable laws, such person shall be deemed to be the designated beneficiary of the Annuitant for the purposes hereof unless such person shall predecease the Annuitant or unless the Annuitant shall, in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation. If no beneficiary has been designated or if all such beneficiaries predecease the Annuitant, the proceeds will be paid to the legal personal representatives of the Annuitant.

#### 6.13 Amendment

The Trustee may, from time to time at its sole discretion, amend this Declaration of Trust with the concurrence of authorities administering the Applicable Tax Legislation by giving at least 30 days' notice in writing to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation.

#### 6.14 Notice

Any notice given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the Account Application or at any subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.

#### 6.15 Liability

Neither the Trustee nor Leede shall be liable for ascertaining whether any investment made on the direction of the Annuitant is or remains a qualified investment for purposes of a registered retirement savings plan or for any tax payable in respect of any non-qualified investment by the Annuitant or by the trust established hereunder. The Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution in the value of the assets comprising the Fund.

#### 6.16 Resignation of Trustee

The Trustee may resign as trustee and be discharged from all duties and liabilities hereunder upon at least 90 days' prior written notice to the Annuitant or such shorter notice as the Annuitant shall accept.

#### 6.17 Splitting of Assets Upon Marriage Breakdown

The Trustee will, upon receiving written direction by the Annuitant, allow and arrange for the splitting of assets upon marriage breakdown and will pay or transfer, on behalf of the Annuitant, any property held there under to a registered retirement savings plan or a registered retirement income fund under which such Spouse or former Spouse is the annuitant if, at the time of such transfer, the Annuitant and the Spouse or former Spouse are living separate and apart and the payment or transfer is being effected pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written separation agreement, relating to a division of property between the Annuitant and such Spouse or former Spouse in settlement of rights arising out of or on the breakdown of their marriage, in accordance with paragraph 146(16)(b) of the Act.

#### 6.18 No Advantage

No advantage that is conditional in any way on the existence of this Plan may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length, other than those advantages or benefits which may be permitted from time to time under paragraph 146(2) (c.4) of the Act and under any similar provisions of the applicable provincial income tax legislation.

#### 6.19 Responsibility

The Trustee is ultimately responsible for the administration of the Plan pursuant to the provisions of this Declaration of Trust.

## PART 7: SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

Canadian Western Trust (the "Trustee") hereby declares that it agrees to act as Trustee for you (the "Annuitant") in respect of the Leede Jones Gable Inc. ("Leede") Self-Directed Retirement Income Fund (the "Fund") that you have requested Leede to create for you, upon the following terms and conditions:

### 7.1 Registration

The Trustee will register the Fund under the provisions of the Income Tax Act (Canada) (the "Act"), and any applicable provincial income tax legislation relating to retirement income funds as designated from time to time in writing by the Annuitant (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation").

### 7.2 Contributions

The Trustee shall accept only such transfer of cash or other property acceptable to it as may be directed by the Annuitant to be transferred from:

- (a) either a registered retirement income fund under which the Annuitant is the annuitant, or a registered retirement savings plan under which the Annuitant is the annuitant;
- (b) a registered retirement savings plan as a refund of premiums in accordance with paragraph 60(1) of the Act:
  - (i) following the death of the Annuitant's Spouse, or
  - (ii) where the taxpayer was dependent by reason of physical or mental infirmity, upon the annuitant whose death caused such refund of premiums;
- (c) either a registered retirement savings plan or registered retirement income fund pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or former Spouse in settlement of rights arising out of their marriage on or after the breakdown of their marriage;
- (d) a registered pension plan of which the Annuitant is a member (within the meaning assigned by subsection 147.1(1)), or a registered pension plan in accordance with subsection 147.3(5) or (7), as permissible under subparagraphs 146.3(2)(f)(v) and (vi) of the Act; or
- (e) a provincial pension plan prescribed for the purpose of paragraph 60(v) of the Act as permissible under subparagraph 146.3(2)(f) (vii) of the Act.

Such transfers, together with any income there from, shall constitute a trust fund (the "Trust Fund") to be used, invested and held subject to the terms of this Declaration.

### 7.3 Investment

The Trust Fund shall be invested and reinvested by the Trustee, on the direction of the Annuitant, provided that such investments are qualified without being limited to investments authorized by law for trustees. The Trustee may, but need not, require any such direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances or any other property forming part of the Trust Fund from time to time, the Trustee may leave such cash or other property uninvested or may invest the same at its discretion. The Trustee shall not be responsible for ascertaining whether an investment made on the direction of the Annuitant is or remains a qualified investment or whether any such investment constitutes foreign property, or for any loss resulting from the sale or other disposition of any investment forming part of the Trust Fund.

### 7.4 Accounts

The Trustee shall maintain an account in the name of the Annuitant showing all contributions made to the Fund and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year, statements showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.

### 7.5 Payments

The whole of the Trust Fund shall be invested, used and applied by the Trustee only for the provision of payments to the Annuitant or, if applicable, to a surviving Spouse.

In each year commencing not later than the first complete calendar year after the Fund is established, the Trustee shall make one or more payments the aggregate of which is not less than the minimum amount established in accordance with subsection 146.3(1) of the Act as amended from time to time, and not exceeding the value of the Trust Fund immediately before any payment.

The minimum amount for the year in which the Fund commences is nil.

No payment required to be made in accordance with the provisions hereof shall be capable of assignment in whole or in part. At the direction of the Annuitant, the Trustee shall in the prescribed form and manner transfer all or a part of the then current value of the Trust Fund together with all information necessary for the continuance of the Fund to another carrier of a registered retirement income fund of the Annuitant, provided that the minimum amount as defined under subsection 146.3(1) of the Act is paid to the Annuitant and that the Trustee will retain an amount equal to the lesser of:

- (a) the fair market value of the property as would, if the fair market value thereof does not decline after the transfer, be sufficient to ensure that the minimum amount under the Fund for the year in which the transfer is made may be paid to the Annuitant in the year, and
- (b) the fair market value of all the property.

After effecting the transfer on such basis, the Trustee shall be discharged from all further duties and liabilities hereunder immediately following paying all amounts required hereunder.

### 7.6 Death of Annuitant

In the event of the death of the Annuitant prior to the Trustee paying all amounts required as described in subparagraph 7.5 and upon verification of a benefit entitlement under Applicable Tax Legislation, the Trustee will take instructions from the Annuitant's beneficiary or, if the Annuitant has no beneficiary, the executor or personal representative of the Annuitant's estate, as to whether the Fund will be:

- (a) distributed in kind to the Annuitant's beneficiary or estate, as applicable;
- or,
- (b) sold and the proceeds from the Fund distributed to the Annuitant's beneficiary or estate, as applicable.

The Trustee will require, in its sole discretion, satisfactory evidence of the death of the Annuitant and any other documents pertaining to the death of the Annuitant prior to proceeding with a request to distribute the Fund or the proceeds of the Fund less any tax under Applicable Tax Legislation and any other related fees or costs. If the Annuitant's Spouse has been designated specifically as the successor annuitant of the Annuitant as provided for in subparagraph 7.8 or by will, the Trustee shall continue the payments to the Annuitant's Spouse in accordance with the provisions of subparagraph 7.5. If the Annuitant has designated more than one beneficiary of the Fund, the Trustee will distribute the Fund or the proceeds from the Fund to each beneficiary in the amounts designated by the Annuitant. If the Trustee cannot establish a valid designation of beneficiary or beneficiaries, the Trustee will distribute the Fund to the Annuitant's estate.

### 7.7 Voting Rights

The voting rights attached to the shares and/or units of the Fund(s) or to any other Securities registered in the name of the Trustee and credited to the Annuitant's account shall be exercised by the Trustee by proxy given in favour of the management of the Fund(s) or in favour of the management of any company, corporation, fund or other entity in question. However, the Annuitant may, by written notice received by the Trustee at least 48 hours prior to any meeting, request the Trustee to authorize the Annuitant to act as the Trustee's representative for the purpose of exercising the voting rights attached to the Securities registered in the name of the Trustee and credited to the Annuitant's account, at any meeting of security holders, whereupon the Trustee shall give such authorization to the Annuitant.

## 7.8 Designation of Successor Annuitant or Beneficiary

The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement income fund may validly designate a beneficiary or a successor annuitant other than by will, may, in writing in form prescribed by the Trustee, and delivered to the Trustee prior to the death of the Annuitant, designate his Spouse as successor annuitant or any person as beneficiary to be entitled to receive the share of the Annuitant in the Trust Fund on the death of the Annuitant. Such person shall be deemed to be the successor annuitant or designated beneficiary, as the case may be, of the Annuitant for the purposes of the Fund unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation.

## 7.9 Ownership

The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, mortgages, or Securities held by it for the Fund, including the right to vote or give proxies to vote in respect thereof and to pay any assessment, taxes or charges in connection therewith or the income or gains derived there from.

## 7.10 Delegation

The Annuitant authorizes the Trustee to, and the Trustee may delegate to Leede the performance of the following duties and responsibilities of the Trustee under the Fund:

- (a) to receive the Annuitant's contributions under the Fund;
- (b) to invest and reinvest the Trust Fund in accordance with the directions of the Annuitant;
- (c) to hold the assets forming the Trust Fund in safekeeping;
- (d) to maintain the Annuitant's account;
- (e) to provide statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Fund as the Trustee may determine from time to time, but in no event will the Trustee delegate the responsibility for requesting the registration of the Fund hereunder. The Trustee shall, however, remain ultimately responsible for the administration of the Fund pursuant to the provisions of this Declaration of Trust. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Leede all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse Leede for its out-of-pocket expenses in performing the duties and responsibilities delegated to Leede by the Trustee and charge the Annuitant's account therefore. The Annuitant acknowledges that Leede will earn normal brokerage commissions or fees on investment and reinvestment transactions processed by Leede.

## 7.11 Trustee Fees and Expenses

The Annuitant shall pay to the Trustee an annual administration fee in such amounts as may be fixed by the Trustee from time to time provided that the Trustee shall give at least 30 days' prior notice to the Annuitant of a change in the amount of such fees. The annual administration fee shall be payable upon establishment of the Fund. Thereafter, such fees shall be payable at a time and frequency to be determined by Leede and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. Out-of-pocket expenses incurred by the Trustee and Leede, in the administration of the Annuitant's account, such as certificate fees, postage, delivery charges, taxes, etc. shall be charged to the Annuitant's account.

If the Trustee and/or Leede makes a payment or transfer of all the assets of the Fund, other than a payment pursuant to subparagraph 7.5 hereof (excluding an additional payment) or a transfer to a registered retirement savings plan or a registered retirement income fund, for which the Trustee is not trustee, the Trustee shall be entitled to deduct a special service fee from any such transfer or additional payment amount. Notwithstanding anything herein contained, the Trustee is empowered to realize, at its sole discretion, sufficient assets forming part of the Trust Fund for payment of the fees and expenses referred to above and for payment of any taxes which may be payable in respect of the trust established hereunder. Any such realization shall be made at such price or prices as the Trustee may, in its

sole discretion, determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

## 7.12 Amendment

The Trustee may, from time to time at its discretion, amend this Declaration of Trust with the concurrence of the authorities administering the Applicable Tax Legislation by giving 30 days' notice in writing to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Fund as a registered retirement income fund within the meaning of the Applicable Tax Legislation.

## 7.13 Notice

Any notice given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the Account Application or at any such subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.

## 7.14 Liability

Neither the Trustee or Leede shall be liable for ascertaining whether any investment made on the direction of the Annuitant is or remains a qualified investment for purposes of a registered retirement income fund or for any tax payable in respect of any non-qualified investment by the Annuitant or by the trust established hereunder and the Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution in the value of the assets comprising the Trust Fund.

## 7.15 Proof of Age

The statement of the Annuitant's date of birth on the Account Application for the Fund shall constitute a certification by the Annuitant and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.

## 7.16 No Benefit or Loan

No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length other than any benefit or loan which may be permitted from time to time under paragraph 146.3(2)(g) of the Act.

## 7.17 Replacement of Trustee

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder upon 90 days' notice in writing to the Annuitant or such shorter notice as the Annuitant shall accept as sufficient. The Annuitant in like manner may terminate the services of the Trustee and may appoint a successor trustee, acceptable under the provisions of the Applicable Tax Legislation. In the event of a change of trustee, the Trustee shall transfer the balance of the Trust Fund to the successor trustee within 30 days after the effective date of such change. Such a transfer will be subject to the requirements of subparagraph 7.5 hereof and paragraph 146.3(2)(e.1) of the Act.

## 7.18 Splitting of Assets Upon Marriage Breakdown

The Trustee will, upon receiving written direction by the Annuitant, allow and arrange for the splitting of assets on marriage breakdown and will pay or transfer, on behalf of the Annuitant, any property held there under to a registered retirement savings plan or a registered retirement income fund under which such Spouse or former Spouse is the annuitant if, at the time of such transfer, the Annuitant and the Spouse or former Spouse are living separate and apart and the payment or transfer is being effected pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written separation agreement, relating to a division of property between the Annuitant and such Spouse or former Spouse in settlement of rights arising out of or upon the breakdown of their marriage, in accordance with paragraph 146.3(14)(b) of the Act.

## NOTICE: ELECTRONIC DELIVERY OF DOCUMENTS

### Acknowledgements

You have read and understand this notice, and in the event that you do not consent to the electronic delivery of the documents listed below by Leede Jones Gable Inc. (Leede) in accordance with the terms of this Consent, you will contact your Leede advisor to instruct that document delivery should be maintained in or revert to a paper format.

For the purpose of this Consent, you understand that all documents delivered electronically hereunder will be made available or delivered through the secure client area on the Leede website (the "website"). Based on the foregoing, you understand that you must be registered to access the website in order to electronically receive documents hereunder.

1. **Documents:** You understand that the types of Documents covered by this Consent include any record of a transaction in your account that Leede is required to send you under securities legislation, including account statements and trade confirmations (collectively, "Records"), and any other document that Leede is required to send you under securities legislation or otherwise, including, without limitation, amendments to any agreement that you have entered into with Leede, amendments to the Leede fee schedule or the Leede statement of policies (collectively "Notifications"). (Records and Notifications may be hereinafter collectively referred to as the "Documents")

2. **Delivery of Documents:** You understand that Records and Notifications will be made available to you through the website. Leede will notify you that a Record or Notification is available to access on the website through an email message sent to your email address.

3. **Deemed Delivery:** You acknowledge that any Document delivered to you electronically is deemed to be delivered to you on the day the Document is made available through the website, and not on the day that you actually review the Document. You agree that it is your responsibility to monitor your email for notification messages on a regular basis, but in any event, not less than once every fifteen (15) days. You understand and agree that Leede is not responsible to you in any way for any damages or costs incurred by you resulting from your failure to review Records and Notifications made available to the website.

Without limiting the generality of the foregoing you acknowledge that account statements and trade confirmations are deemed to be complete and accurate unless you inform Leede otherwise within a specified period of time; and that in certain instances, you have the right under securities legislation to withdraw from the purchase of a security offered in distribution within a specified period of time after receiving a prospectus from Leede. In connection with the foregoing, you understand that it is your responsibility to monitor the website for Records and Notifications in order to enforce your rights under securities legislation. The electronic delivery of Records does not affect withdrawal rights provided under securities legislation.

4. **Delivery Options:** You understand that you may at any time request delivery of the Documents in paper format by contacting Leede. You further understand that you may change the delivery options between electronic and standard mail delivery at any time by contacting Leede.

5. **Document Retention:** You understand that you will be able to print and/or save any Document made available through the website. You further understand that until such time as you close your account(s) with Leede, you will have access to Records made available through the website for a period of seven (7) years, and Notifications for 90 days, unless you otherwise delete them.

6. **Technical Requirements:** You understand that Records made available to you through the website will be in Adobe Portable Document Format (PDF), which requires you to have Adobe Reader software in order to open, save and/or print a

Record. Leede does not own or operate, and is not responsible for, Adobe Reader software. You understand that some Notifications posted to the website may be in hypertext markup language (HTML) format.

7. **Delivery Failure:** You understand that Leede, in its sole discretion, may provide you with a paper copy of any Document through standard mail if it is of the view that a paper copy is necessary, or if it is unable to deliver any document electronically.

8. **Capacity:** You represent to Leede that you have the authority to enter into this Consent with respect to the account(s) to which this Consent pertains, which may include, without limitation, any account opened with Leede in your name, either individually or jointly with another person, or in your capacity as trustee, executor, officer or any other authorized representative.

9. **Amendments:** You understand that Leede may change the terms of this Consent at any time by giving you thirty (30) days advance notice and that any such notice may be in the form of a Notification posted to the website or delivered to you through standard mail.

## NOTICE: DISCLOSURE RELATED TO INSURANCE PRODUCTS

### Acknowledgements

- All insurance products and services purchased through Leede Jones Gable Inc. branch offices and Leede Jones Gable Inc. advisors are placed by Leede Insurance Agency Inc., a subsidiary of the investment dealer Leede Jones Gable Inc.;
- Leede Insurance Agency Inc. and Leede Jones Gable Inc. are separate legal entities that deal in insurance products and securities, respectively;
- Funds Intended for payment of insurance premiums may be handled by Leede Jones Gable Inc. on behalf of Leede Insurance Agency Inc.
- Your Leede Jones Gable Inc. advisor is acting on behalf of the investment dealer when dealing in securities (e.g. stocks bonds and mutual funds) and on behalf of the insurance agency when dealing in insurance products;
- When selling insurance products, your Leede Jones Gable Inc. advisor acts as an agent of the insurance company and receives a commission from the insurance company; some of the insurance companies that Leede currently represents are Canada Life, Manulife Financial, Ivari Life, Empire Life, RBC Insurance, The Foresters Insurance Company, BMO Insurance, and Industrial Alliance Insurance;
- The remuneration that my Leede Jones Gable Inc. advisor receives will vary according to the type of product or service purchased;
- Insurance legislation in some provinces prohibits the practice of "tied selling". For example, a person may not be required, as a condition of doing business, to transact additional or other business.
- Any confidential client information gathered in the course of opening a securities account or applying for an insurance policy will be used only to the extent necessary for the provision of the respective product or service and will not be transmitted to any third party except as may be required for the provision of the product or service purchased.
- Leede Jones Gable Inc. and Leede Insurance Agency Inc. are separate but affiliated legal entities. Your advisor is employed by one, or both, of these companies. Both of these businesses operate within the location where your accounts are held. Where your advisor transacts your business through only one of these entities, none of your information will be disclosed to any individual of the other entity, except as expressly permitted or required by law, without your specific and informed consent.

