



Tax-Free Savings Account Application

MARQUEST GROUP OF FUNDS	FUND CODES			DETAILS	
(CC) = Corporate Class. All Funds listed below are RRSP & RRIF eligible	FRONT END	REGULAR DSC	LOW-LOAD DSC	DISTRIBUTION FREQUENCY	MANAGEMENT FEE
Marquest Money Market Fund	MAV104	MAV204	MAV504	Monthly	0.50%
Marquest Canadian Bond Fund	MAV109	MAV209	MAV509	Monthly	1.00%
Marquest Monthly Pay Fund	MAV113	MAV213	MAV513	Monthly	2.00%
Marquest Monthly Pay Fund - AA Series	MAV1113	MAV1213	MAV1513	Monthly	2.00%
Marquest Global Balanced Fund (Formerly Marquest Tax-Deferred Income Fund)	MAV116	MAV216	MAV516	Monthly	2.10%
Marquest Small Companies Fund	MAV114	MAV214	MAV514	Annually (if any)	2.50%
Marquest Canadian Resource Fund	MAV112	MAV212	MAV512	Annually (if any)	2.00%
Marquest American Dividend Growth Fund	MAV145	MAV245	MAV545	Monthly	2.00%
Marquest Covered Call Canadian Banks Plus Fund	MAV147	MAV247	MAV547	Monthly	1.65%
Marquest Short Term Income Fund (Corporate Class)	MAV604	-	MAV704	Annually (if any)	1.00%
Marquest Monthly Pay Fund (Corporate Class)	MAV633	-	MAV773	Monthly	2.00%
Marquest Covered Call Canadian Banks Plus Fund (Corporate Class)	MAV607	-	MAV707	Monthly	1.65%
Marquest Canadian Resource Fund (Corporate Class)	MAV612	-	MAV712	Annually (if any)	2.00%
Marquest American Dividend Growth Fund (Corporate Class)	MAV615	-	MAV715	Monthly	2.00%

REDEMPTION FEES FOR DSC FUNDS								MINIMUM PURCHASES	
Free Units**	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	Regular DSC, Low-Load DSC	
Regular (7 years)	6.00%	5.50%	5.00%	4.50%	4.00%	3.00%	2.00%	Initial	\$500
Low Load (3 years)	3.50% (a)	2.75% (b)	2.00%	-	-	-	-	Subsequent	\$25
								Pre-Authorized Chequing	\$25

*Low Load DSC Trailer fees are not payable until the first anniversary date of the initial investment **10% per calendar year. Fees are based on book value a) 3.0% for Marquest Global Balanced Fund b) 2.5% for Marquest Global Balanced Fund

Marquest Mutual Funds Inc.	A/REGULAR	MANAGEMENT FEE	LOW LOAD/DSC	MANAGEMENT FEE
Marquest Mutual Funds Inc. – Explorer Series Fund	MAV7100	2.00%	-	2.00%
Marquest Mutual Funds Inc. – Energy Series Fund	MAV7200	2.00%	-	2.00%
Marquest Mutual Funds Inc. – Flex Dividend & Income Growth™ Series Fund	MAV7005	2.00%	MAV7115	2.00%

REDEMPTION FEES FOR SERIES LOW LOAD/DSC*				
	1st year	2nd year	3rd year	thereafter
Marquest Mutual Funds Inc. – Flex Dividend & Income Growth™ Series Fund	2.0%	1.5%	1.0%	Nil

	Series	Initial Minimum Purchase	Subsequent Minimum Purchase
Marquest Mutual Funds Inc. – Explorer Series Fund & Marquest Mutual Funds Inc. – Energy Series Fund	A/Regular	\$500	\$25
	Low Load/DSC	\$1000	\$100
Marquest Mutual Funds Inc. – Flex Dividend & Income Growth™ Series Fund	Low Load/DSC	\$1000	\$1000

*The deferred sales charge is based on the original cost of your investment and how long you hold the securities for. Switches between certain Marquest Funds may not be permissible - please contact Marquest Client Services for details.

Please review the prospectus for complete details

Pre-Authorized Contribution Plan Terms and Conditions. By signing this Application Form, you authorize the Fund to make withdrawals (a "Pre-Authorized Withdrawal") by debit, in paper, electronic or other form, from your account at the financial institution (the "Financial Institution") branch indicated on the front of this form for the purpose of purchasing Fund shares/units on the terms referred to on this form. You agree that a Pre-Authorized Withdrawal in the amount specified on the front of this form may be drawn on your account beginning on the specified start date. This amount may be increased/decreased at a future date as agreed to in writing by you (allow 30 days for processing). You may revoke this authorization at any time on 15 days written notice of revocation to the Fund. You agree that revocation of this authorization does not terminate any other aspects of your purchase agreement with the Fund. You acknowledge that delivery of this authorization to the Fund also constitutes delivery to the Financial Institution. You also acknowledge that the Financial Institution is not required to verify that any Pre-Authorized Withdrawal has been drawn in accordance with this authorization. You may obtain a sample cancellation form, or more information on your right to cancel a PAC agreement at your financial institution or by visiting www.cdnpay.ca. You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

Marquest's Privacy Policy: In completing and signing this application, you consent to the collection, use and disclosure of your personal information as described herein and in accordance with the Marquest's Privacy Policy which is available on the Marquest website, www.marquest.ca. Upon receipt of this application, Marquest will establish a file in which will be placed personal information about you concerning this application, endorsement, rider or other documents issued in connection with this application, and other documents or information relating to the investigation, servicing and administration of this application. We collect personal information about you from this application and any supplementary forms, and from your representative and other organizations and persons you identify in support of your application. We use your personal information for the purposes of, servicing and administering this application, and for such other purposes as are specified in this application. Your information may be shared with your representative of record for the purposes identified above. Your Social Insurance Number will be used for incoming reporting purposes in the context of the administration of your account. Your banking information will be disclosed to the financial institution(s) processing your pre-authorized deposit plan.

Employees or authorized representatives of Marquest who will be responsible for functions relevant to the purposes identified above, and other persons authorized by you or by the law, will have access to the personal information contained in your file. Note that your investment advisor is not an employee of Marquest. Subject to exceptions set out in applicable legislation, you may access your file and request corrections to your personal information by sending a written request to Marquest Asset Management Inc., Attn: Privacy Officer, 161 Bay Street, Suite 4420, P.O. Box 204, Toronto, ON M5J 2S1.



161 Bay Street, Suite 4420, P.O. Box 204, Toronto, ON M5J 2S1
Tel: 416.365.4077 Fax: 416.365.4080 Toll Free: 1.888.964.3533
Website: www.marquest.ca Email: clientservices@marquest.ca

Tax-Free Savings Account Application Form

1. ACCOUNT HOLDER INFORMATION

 Mr. Mrs. Miss Ms. Dr.

Last Name _____ First Name _____ Initials _____

Address _____ City _____ Province _____ Postal Code _____

Residence Phone _____ Business Phone _____ Social Insurance Number _____ Date of Birth _____

Occupation _____

2. INVESTMENT ADVISOR INFORMATION

Dealer Rep. Code _____ Rep. Name _____

Dealer Name _____ Rep Phone # _____ Rep Email _____

I have engaged the dealer as my agent. I understand that if I choose the sales charge purchase option (front end load), I agree to pay a commission which is deducted from my original purchase amount. If I choose the redemption charge purchase option (back end load), I request that the sales commission described in the simplified prospectus be paid to my dealer and I agree that I may be required to pay a redemption charge upon withdrawal, as specified. In addition, I authorize the payment of the trailing sales commissions described in the simplified prospectus be paid to the dealer on my behalf. If I am transferring a registered plan from another financial institution to Marquest Asset Management Inc., and Marquest Asset Management Inc. receives payment for my securities but the rest of my application is not complete, I authorize Marquest Asset Management Inc. to invest my money in Marquest Money Market Fund so that I will earn interest until my order is complete.

I understand that as agent for the funds, Marquest Asset Management Inc. reserves the right to accept or reject any purchase order within one day following the receipt of the order. I acknowledge receipt of the current prospectus of the fund(s) ordered. I authorize the use of my social insurance number for tax reporting, identification and record keeping purposes.

3. CONTRIBUTION OR TRANSFER INFORMATION

Contribution Amount \$ _____ Date _____

OR

Transfer From (Enclose completed Transfer Form) _____

4. INVESTMENT INSTRUCTIONS

SWITCH		FUND NUMBER	FUND NAME	AMOUNT	\$, % or UNITS	GROSS/NET	WIRE ORDER NUMBER	PRE-AUTHORIZED CONTRIBUTIONS AMOUNT \$ or %	SYSTEMATIC WITHDRAWN AMOUNT \$ or %
FROM FUND	TO FUND								
TOTALS				\$			\$	\$	

(Switches between certain Marquest Funds may not be permissible - please contact Marquest Client Services for details)

5. PRE-AUTHORIZED CONTRIBUTIONS PROGRAM (PAC)

 Frequency: Annually Semi-annually Quarterly Bi-monthly Monthly Bi-weekly Start Date: _____

Please complete banking information in Section 7.

If a signature of a person other than the Account Holder is required to draw on the bank account referred to in Section 7, then the signature of such person must be provided here:

 Signature of Co-Signatory on Bank Account (if applicable)

 Month-Day-Year

By signing this application form, you confirm that you have read and agree to the PAC Plan Terms and Conditions on the back of this application form

6. SYSTEMATIC WITHDRAWAL PROGRAM (SWP)

Amount \$ _____ \$ _____ or _____ %

Frequency: Annually Semi-annually Quarterly Bi-monthly Monthly Bi-weekly Start Date: _____

Withdrawals to be sent to: Mail a cheque to above address Deposit to account (Please complete banking information in Section 7)

7. BANKING INFORMATION (Please complete for PAC and SWP)

Please complete banking information below AND attach a VOID cheque/letter of confirmation from applicable Financial Institution.

Name of Financial Institution _____ Bank Code _____ Transit Number _____ Account Number _____

Address _____

ATTACH VOID CHEQUE HERE

8. SUCCESSOR HOLDER ELECTION

Not Applicable for Holders Domiciled in Quebec.

Where permitted by law, I hereby elect that my spouse or common-law partner ("Spouse") become the Holder under the Account in the event of my death before termination of the Account, if he or she survives me. I reserve the right to revoke this election as permitted by applicable law.

Mr. Mrs. Miss Ms. Dr. Spouse's Last Name _____ First Name _____ Initials _____

Address _____ City _____ Date of Birth _____

Province _____ Postal Code _____ Country _____ Social Insurance Number _____

9. BENEFICIARY DESIGNATION

I, the undersigned holder, hereby:

- Revoke any previous designation of beneficiary with respect to my interest in this TFSA.
- Designate the following person as my beneficiary if living at my death, or if, otherwise my estate, to receive the benefits available under this TFSA that may be payable upon my death: to my spouse or as a lump sum to:

Beneficiary Name (Please print) _____ Relationship _____ Social Insurance Number _____

Address _____ City _____ Province _____ Postal Code _____

Not applicable for Holders Domiciled in Quebec.

If I have not elected a successor holder, then I designate the person identified above as the Account beneficiary entitled to receive all amounts payable under the Account upon my death.

This beneficiary designation forms part of the Application and Trust Agreement for the Account and will apply to all property held under the Account on my death.

In certain provinces, a beneficiary designation, or any revocation thereof, can only be made by will. In some cases, the rights of my spouse or common-law partner as may be defined under applicable provincial law may override such beneficiary designation. Also, a

beneficiary designation will not automatically change as a result of a future relationship or relationship breakdown; it may be necessary to complete a new designation for this purpose.

I am solely responsible for ensuring that this beneficiary designation is valid under the laws of Canada, its provinces or territories and that this beneficiary designation is changed when appropriate. If I am domiciled in Canada when I die, I acknowledge that this beneficiary designation will be governed under the laws of the province or territory of my domicile at the time of my death. If I am not domiciled in Canada at the time of my death, then the laws of the province or territory

where I was domiciled at the time of execution of this form will apply. Otherwise, the laws of Ontario will apply.

I declare that any property passing to a beneficiary from the Plan, the value of such property, and any and all income or capital gain or other benefit arising from such property, shall remain the exclusive property of a beneficiary and shall be excluded from a beneficiary's net family property or community of property or the value of a beneficiary's assets for the purposes of division of property on a beneficiary's separation, divorce, annulment or death as contemplated by any statute dealing with matrimonial or family property in any jurisdiction to the extent allowed by law.

10. CLIENT SIGNATURE & AUTHORIZATION

I acknowledge receipt of the Fund's Prospectus. I hereby irrevocably subscribe for shares/units as indicated above. I acknowledge that the shares/units will be issued at the price and subject to the terms and conditions described in the Fund's Prospectus.

I am applying to open a Marquest Asset Management Inc. Tax-Free Savings Account (TFSA), and request the Royal Trust Company, (the "Trustee") to file an election with the Minister of National Revenue to register this qualifying arrangement as a Tax Free Savings Account under section 146.2 of the *Income Tax Act* (Canada).

I hereby confirm that I am at least 18 years of age.

I will notify the Agent, in a form acceptable to the Agent and the Trustee, should I no longer be resident

in Canada. I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.

I acknowledge that I must and will notify the Agent should I wish to use my interest or right in the TFSA as security for a loan or other indebtedness.

I acknowledge and agree to be bound by the terms and conditions of this TFSA as set out in the application and the TFSA Trust Agreement, and any relevant addendum to the TFSA Agreement.

I hereby give Marquest Asset Management Inc. the mandate to represent me with respect to all aspects of the TFSA. I confirm that the information provided to Royal Trust, its agents or affiliates (collectively "Royal Trust")

is complete and accurate I agree and consent to the Royal Trust Company obtaining and retaining my personal information in order to ascertain my identity as required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and as required by law.

It is my wish that all documents relating to the TFSA have been and shall be drawn up in the English language only. C'est mon désir que tout document de rapportant au compte soient rédigés en anglais seulement.

In completing and signing this application form, you consent to the collection, use and disclosure of your personal information as described in accordance with the Marquest's Privacy Policy which is available on the Marquest website, www.marquestfunds.ca

X _____
 Signature of Account Holder

 Month-Day-Year

Accepted by Marquest Asset Management Inc. as agent for the Trustee, Royal Trust. The Marquest Funds are managed by Marquest Asset Management Inc.

11. AGREEMENT & CONSENT TO COLLECTION AND USE OF INFORMATION

Agreement

I am applying to open a Marquest Asset Management Inc. Tax-Free Savings Account (the "TFSA"), and request that The Royal Trust Company file an election with the Minister of National Revenue to register this qualifying arrangement as a Tax Free Savings Account under section 146.2 of the *Income Tax Act* (Canada).

Consent to Collection and Use of Information

I hereby consent and agree to allow Marquest Asset Management Inc. and The Royal Trust Company (the "Parties") to collect personal information about me from me and from other sources (the "Information") and to use such Information to verify my identity; to administer the TFSA; to provide me with products and services I may request, or which are required to be

provided to me by law or applicable regulatory policies; and as otherwise required or permitted by law.

The Parties may use and disclose: (i) the Information to third parties as necessary to administer the TFSA or as required by law or by applicable regulatory policies; and (ii) my social insurance number as required by law, including for income tax reporting purposes. The Parties may make the Information available to their employees, agents and service providers, who are required to maintain the confidentiality of the Information. In the event a service provider is located outside of Canada, the service provider is bound by, and the Information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. The Parties may also use the Information to manage their risks and operations and those of their affiliates and to

comply with valid requests for information about me from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If I provide personal information about a third party (such as my spouse or beneficiary), I shall have first obtained appropriate consent from that third party to the collection, use and disclosure of their personal information by the Parties in the course of the administration of the TFSA, for the purposes for which I have provided it to any Party, including the purposes described herein.

By writing to Marquest Asset Management Inc., I may obtain access to the Information at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law.

Signature

Signed on _____, 20____, in the Province of _____

 Holder Signature

 Accepted by Marquest Asset Management Inc.
 as Agent for The Royal Trust Company

 Account Number

APPENDIX I. FATCA SELF-CERTIFICATION (INDIVIDUAL)

FINANCIAL INSTITUTION NAME AND ADDRESS:

To fulfill its legal obligations, the Financial Institution named above requires you to complete and sign this form. For joint accounts, a certificate must be completed and signed by each joint account holder. [For an account holder who is a minor, the certificate should be signed by a parent or legal guardian who is authorized to sign on behalf of the minor.]

NAME OF ACCOUNT HOLDER:

ARE YOU A U.S. RESIDENT FOR U.S. TAX PURPOSES OR A U.S. CITIZEN?

NO

YES, PROVIDE YOUR U.S. TAX IDENTIFICATION NUMBER (TIN) _____

For more information about your status, please refer to the Canada Revenue Agency website at:
[HTTP://WWW.CRA-ARC.GC.CA/TX/NNRSDNTS/NHNCDRPRTNG/NDVDL-ENG.HTML](http://www.cra-arc.gc.ca/tx/nnrstdnts/nhncdrprtng/ndvdl-eng.html)

(OPTIONAL -- CHECK THIS NEXT BOX ONLY IF THE STATEMENT APPLIES TO YOU AND YOU SPEND CONSIDERABLE TIME IN THE U.S.
(E.G., AS A RETIREE, "SNOWBIRD" OR ATTENDING SCHOOL)

I certify that I am a resident of Canada. I further certify that any U.S. address, telephone number, or standing instructions to transfer funds to an account maintained in the U.S. associated with my account, only exists or will arise only in the context of temporary visits that I make to the U.S. while I remain a resident of Canada and not, at any time, a U.S. resident for U.S. tax purposes or a U.S. citizen. I agree to notify the Financial Institution if my status changes.

***I declare that the information on this certificate is, to the best of my knowledge and belief, correct and complete.
I agree to notify the Financial Institution within 30 days if any information on this certification becomes incorrect.***

Signature: _____ Date: _____
(INDIVIDUAL NAMED ABOVE OR PERSON AUTHORIZED TO SIGN) (MM-DD-YYYY)

Why am I being asked whether I am a U.S. tax resident or U.S. citizen?

Under Part XVIII (Part XVIII) of the Income Tax Act (Canada) and the Intergovernmental Agreement¹ between Canada and the U.S., Canadian financial institutions are required to collect information about their non-registered account holders to identify U.S. taxpayers. Financial information about those account holders (and account holders who do not provide the necessary information) must be reported to the Canada Revenue Agency (CRA) and the CRA will exchange this information with the U.S. Internal Revenue Service.

You are required to obtain and provide the Financial Institution with your Social Insurance Number (SIN) and if applicable, your U.S. TIN. You may be subject to penalties if you do not.

For further information, please visit the Canada Revenue Agency website at: <http://www.cra-arc.gc.ca/tx/nnrstdnts/nhncdrprtng/menu-eng.html>

¹ Agreement Between the Government of the United States of America and the Government of Canada to Improve International Tax Compliance through Enhanced Exchange of Information under the Convention Between the United States of America and Canada with Respect to Taxes on Income and on Capital.

APPENDIX II. FATCA SELF-CERTIFICATION (ENTITY)

FINANCIAL INSTITUTION NAME AND ADDRESS:

To fulfill its legal obligations, the Financial Institution named above requires a person authorized by the Entity to complete and sign this form. For more information about your status and the meaning of the terms used in this certificate, please refer to the Canada Revenue Agency website at <http://www.cra-arc.gc.ca/> or consult your own tax advisor.

FULL LEGAL NAME OF THE ENTITY:

A. SPECIFIED U.S. PERSON – IS THE ENTITY INCORPORATED OR ORGANIZED IN CANADA
(OR, IN THE CASE OF A TRUST, GOVERNED BY THE LAWS OF CANADA)?

YES NO

IF "NO", IS THE ENTITY A SPECIFIED U.S. PERSON?

YES NO

IF "YES", PROVIDE U.S. TAX IDENTIFICATION NUMBER (TIN) _____

B. FINANCIAL INSTITUTION – IS THE ENTITY A FINANCIAL INSTITUTION?

YES NO

IF "YES", INDICATE ITS STATUS

FINANCIAL INSTITUTION WITH VALID GIIN

DEEMED COMPLIANT FINANCIAL INSTITUTION NOT REQUIRED TO OBTAIN GIIN. TYPE: _____

NON-PARTICIPATING FINANCIAL INSTITUTION (NPMI)

OTHER. TYPE _____

C. OTHER TYPE/CHARACTER – (COMPLETE THIS SECTION UNLESS THE ENTITY IS A SPECIFIED U.S. PERSON OR A FINANCIAL INSTITUTION)

ACTIVE NFFE (Select as many of the following as apply; at least one must be selected)

ACTIVE TRADE OR BUSINESS –
(Less than 50% of the entity's gross income is passive income and less than 50% of its assets produce passive income)

A CORPORATION WITH SHARES THAT REGULARLY TRADE ON AN ESTABLISHED SECURITIES MARKET

A REGISTERED CHARITY, OR A CLUB, ASSOCIATION OR ARRANGEMENT IN CANADA OPERATED EXCLUSIVELY FOR CULTURAL, ATHLETIC OR EDUCATIONAL PURPOSES

A NON-PROFIT ORGANIZATION

A GOVERNMENT OR INTERNATIONAL ORGANIZATION (OR AGENCY THEREOF)

APPENDIX II. FATCA SELF-CERTIFICATION (ENTITY) (CONTINUED)

PASSIVE NFFE

IS ANY INDIVIDUAL A "CONTROLLING PERSON" (GENERALLY, A 25% OWNER) OF THE ENTITY?

YES NO

If "yes", provide the name, address, U.S. TIN and SIN (if applicable) of each "controlling person" who is a U.S. resident for U.S. tax purposes or a U.S. citizen:

	PERSON 1	PERSON 2	PERSON 3
NAME	_____	_____	_____
ADDRESS	_____	_____	_____
U.S. TIN	_____	_____	_____
SIN	_____	_____	_____

(ATTACH A SEPARATE PAGE IF MORE SPACE IS REQUIRED)

The undersigned declares that: (i) he or she is authorized to sign on behalf of the Entity, (ii) the information on this certificate is, to the best of his or her knowledge and belief, correct and complete, and (iii) the entity agrees to notify the Financial Institution within 30 days if any information on this certification becomes incorrect.

Name: _____ Title: _____

Signature: _____ Date: _____

(MM-DD-YYYY)

Why is this information required?

Under Part XVIII (Part XVIII) of the Income Tax Act (Canada) and the Intergovernmental Agreement¹ between Canada and the U.S., Canadian financial institutions are required to collect information about their non-registered account holders to identify U.S. taxpayers. Financial information about those account holders (and account holders who do not provide the necessary information) must be reported to the Canada Revenue Agency (CRA) and the CRA will exchange this information with the U.S. Internal Revenue Service.

You are required to obtain and provide the Financial Institution with your Social Insurance Number (SIN) and if applicable, your U.S. TIN. You may be subject to penalties if you do not.

For further information, please visit the Canada Revenue Agency website at: <http://www.cra-arc.gc.ca/tx/nnrstdnts/nhncdrprtng/menu-eng.html>

¹ Agreement Between the Government of the United States of America and the Government of Canada to Improve International Tax Compliance through Enhanced Exchange of Information under the Convention Between the United States of America and Canada with Respect to Taxes on Income and on Capital.

MARQUEST ASSET MANAGEMENT INC. TAX FREE SAVINGS ACCOUNT TRUST AGREEMENT

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

"Account" means the tax free savings account established for the Holder;

"Agent" means Marquest Asset Management Inc. and its successors and assigns;

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

"Application" means the Holder's application to the Agent to establish the Account;

"Contribution" means a contribution of cash or any Qualified Investment;

"Distribution" means a payment out of or under the Account in satisfaction of all or part of the Holder's interest therein;

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

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

"Expenses" means all (i) costs, (ii) charges, (iii) commissions, (iv) investment management fees, brokerage fees and other fees, (v) legal expenses and (vi) out-of-pocket expenses incurred from time to time in relation to the Account;

"Former Spouse" means the individual who is considered by the Applicable Laws to be the Holder's former Spouse;

"Holder" means the individual of a "qualifying arrangement" to be in accordance with subsection 146.2(1) of the Tax Act;

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

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

- (a) a debt of the Holder;
- (b) a share of the capital stock of, an interest in or a debt of:
 - (i) a corporation, partnership or trust in which the Holder has a significant interest;
 - (ii) a person or partnership that does not deal at arm's length with the Holder or with a person or partnership described in subparagraph (i);
- (c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or
- (d) prescribed property (as that term is defined in the Tax Act);

"Property" means any property, including the income on it, the proceeds from it and any cash, held in the Account from time to time;

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

"Spouse" means an individual who is considered by the Tax Act to be the Holder's spouse or common-law partner;

"Survivor" of the Holder means an individual who is, immediately before the Holder's death, a Spouse of the Holder;

"Tax Act" means the Income Tax Act (Canada);

"Taxes" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under Applicable Laws;

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

and

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

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

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

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

5. Account. The Agent shall maintain an account for the Holder which will record particulars of all Contributions, investments, Distributions and transactions under the Account, and shall mail to the Holder, at least annually, a statement of account.

6. Contributions. Only the Holder may make Contributions to the Account, in such amounts as are permitted under the Tax Act, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Holder to ensure that the amount of Contributions are within the limits permitted under Tax Act.

7. Distributions to Reduce Tax. Notwithstanding any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, any Distributions may be made at any time to reduce the amount of Taxes otherwise payable by the Holder as a result of excess Contributions made contrary to the Tax Act.

8. Tax Information. The Trustee shall provide the Holder with appropriate information slips for income tax purposes and such other information as may be required under the Applicable Laws.

9. Delegation by Trustee. The Holder expressly authorizes the Trustee to delegate to the Agent the performance of the following duties of the Trustee:

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

The Holder acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties, subject to paragraph 3.

10. Investment of the Property. The Property shall be invested and reinvested on the directions of the Holder (or the Holder's agent) without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Holder to provide such documentation in respect of any investment or proposed investment as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee's requirements at that time. Subject to the appointment of an agent as contemplated in paragraph 12, no one other than the Holder and the Trustee shall have rights under the Account relating to the investment and reinvestment of the Property.

11. Segregated Funds. Segregated funds forming part of the Property will be held in nominee name. The Holder agrees to designate the Trustee as the beneficiary under any segregated fund held in the Account. Upon the death of the Holder, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Trust Agreement.

12. Choice of Investments. The Holder shall be responsible for selecting the investments of the Account, ensuring that an investment is and continues to be a Qualified Investment, and determining whether any such investment is not and continues not to be a Prohibited Investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non Qualified Investment. The Holder shall have the right to appoint the Agent as his or her agent for the purpose of giving investment directions as provided in this paragraph and paragraph 10.

13. Uninvested Cash. Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee. The interest on such cash balances payable to the Account will be determined by the Agent from time to time in its sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent for distribution to the Account and the Agent shall credit the Account with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.

14. Right of Offset. The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Holder to the Trustee or the Agent, other than the Expenses payable by the terms of this Trust Agreement.

15. Pledging. Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, he or she must first advise the Trustee. Where the Holder uses his or her interest or right in the Account as security for a loan or indebtedness, it shall be the sole responsibility of the Holder to ensure:

- (a) that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; and
- (b) that it can be reasonably be concluded that none of the main purposes for that use is to enable a person (other than the Holder) or a partnership to benefit from the exemption from Taxes of any amount of the Account.

The Trustee shall be entitled to rely on the information provided by the Holder, liquidate Property as it deems appropriate with respect to the pledge, and fully recover any legal costs it incurs in this regard as Expenses, and shall be fully discharged with respect to any such liquidation and payment to the creditor of the loan or other indebtedness.

16. Debit Balances. If the Account has a cash deficit, the Holder authorizes the Trustee or the Agent to determine which Property to select and to sell such Property to cover such cash deficit. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.

17. Distributions. Subject to any limit on the frequency of Distributions or to any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, and to the deduction of all Expenses and Taxes, the Holder may, at any time and upon 60 days' notice or such shorter period as the Agent in its sole discretion permits, request that the Agent liquidate part or all of the Property and pay to the Holder an amount from the Property not exceeding the value held under the Account immediately before the time of payment. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions.

18. Designation of Beneficiary. Subject to Applicable Laws and where the Holder has not designated the Survivor or there is no Survivor, the Holder may designate a beneficiary to receive the Proceeds on the Holder's death. A beneficiary designation may only be made, changed or revoked for the purposes of the Account by the Holder in a format required by the Agent for this purpose. Such designation must adequately identify the Account and be delivered to the Agent prior to any payment by the Agent. The Holder acknowledges that it is his or her sole responsibility to ensure the designation or revocation is valid under the Applicable Laws.

19. Death of Holder (Where There Is a Survivor). Subject to Applicable Laws, upon the death of the Holder where there is a Survivor and where the Survivor has been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, the Survivor shall become the Holder, subject to any pledging under paragraph 15.

20. Death of Holder (All Other Cases). Upon the death of the Holder, where there is no Survivor or the Survivor has not been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, and subject to paragraph 15:

- (a) if the Holder has designated a beneficiary in accordance with paragraph 18, the Proceeds will be paid to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment, even though any beneficiary designation made by the Holder may be invalid as a testamentary instrument; and
- (b) if the Holder's designated beneficiary had died before the Holder or if the Holder has not designated a beneficiary, the Trustee will pay the Proceeds to the Holder's estate.

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Where multiple beneficiaries have been designated and the Holder has not indicated how the Proceeds are to be shared among them, or if there is such an indication but the shares do not add up to 100%, then the Proceeds shall be divided equally among the beneficiaries designated. If any designated beneficiary predeceases the Holder or dies at the same time as the Holder or in circumstances rendering it impossible to determine which of the Holder or beneficiary died first, then the remaining beneficiary(ies) is(are) entitled to receive the Proceeds in accordance with the Holder's wishes. If the Holder has not indicated how the Proceeds are to be shared among the designated beneficiaries, or if there is such an indication but the shares do not add up to 100% of the Proceeds, then the Proceeds allocated to the deceased person(s) will be divided equally among the surviving designated beneficiary(ies). For greater certainty, the share of a deceased person will go in equal portions to the surviving designated beneficiary(ies).

21. Release of Information. The Trustee and the Agent each are authorized to release any information about the Account and the Proceeds, after the Holder's death, if the Holder has pledged his or her interest or right in the Account as security for a loan or other indebtedness or where there is to be a transfer to the Spouse's TFSA pursuant to paragraph 29, to either the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.

22. Payment into Court. If there is a dispute about:

- (a) a payout from the Account or equalization of Property or other dispute arising from a breakdown of the Holder's marriage or common law partnership;
- (b) the validity or enforceability of any legal demand or claim against the Property; or
- (c) the authority of a person or personal representative to apply for and accept receipt of the Proceeds on death of the Holder;

the Trustee and the Agent are entitled to either apply to the court for directions or pay the Proceeds into court and, in either case, fully recover any legal costs it incurs in this regard as Expenses from the Account.

23. Limitation of Liability. The Trustee shall not be liable for any loss suffered by the Account, by the Holder or by any Survivor or beneficiary designated for purposes of the Account as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Holder to provide investment direction.

24. Indemnity. The Holder agrees to indemnify the Trustee for all compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act, incurred or owing in connection with the Account to the extent that such compensation, Expenses and Taxes cannot be paid out of the Property.

25. Self-Dealing. The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefore and without being in breach of this Trust Agreement.

26. Compensation, Expenses and Taxes. The Trustee and Agent will be entitled to such reasonable fees as each may establish from time to time for services rendered in connection with the Account. All such fees will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent or Trustee determines.

All Expenses incurred shall be paid from the Account, including Expenses with respect to the execution of third party demands or claims against the Account.

All Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, will be charged against and deducted from the Property in such manner as the Agent determines.

27. Sale of Property. The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act.

28. Transfers to the Account. Amounts may be transferred to the Account from another TFSA of the Holder, or of the Spouse or Former Spouse where:

- (a) the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership; or
- (b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution (as that term is defined in the Tax Act).

29. Transfers out of the Account. Upon delivery to the Agent of a direction from the Holder in a form satisfactory to the Trustee, the Trustee shall transfer all or a portion of the Property as is specified in the direction:

- (a) to another TFSA of the Holder; or
- (b) to a TFSA of the Spouse or Former Spouse where the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership.

30. Changes to Trust Agreement. The Trustee may change this Trust Agreement periodically. The Holder will be notified on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes. No change to this Trust Agreement (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Trust Agreement) will be retroactive or result in the Account not being acceptable as a TFSA under the Applicable Laws.

31. Replacement of Trustee.

- (a) The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Holder will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Trust Agreement, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a tax free savings account under the Applicable Laws, to a successor trustee.
- (b) The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor trustee nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Account.
- (c) In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
- (d) Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Account as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.
- (e) Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee.

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

32. Assignment by Agent. The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent hereunder and under the Applicable Laws.

33. Notice. Any notice given by the Holder to the Agent shall be sufficiently given if delivered electronically to the Agent upon the Holder's receipt of an acknowledgement and response to same or personally to the office of the Agent where the Account is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent.

Any notice, statement, receipt or other communication given by the Trustee or the Agent to the Holder shall be sufficiently given if delivered electronically or personally to the Holder, or if mailed, postage prepaid and addressed to the Holder at the address shown on the Application or at the Holder's last address given to the Trustee or the Agent, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to the Holder electronically or personally or, if mailed, on the fifth day after mailing to the Holder.

34. Date of Birth. The Holder's statement of his or her date of birth in the Application shall be deemed to be a certification as to the Holder's age, on which the Trustee and the Agent may rely, and an undertaking to provide any further evidence of proof of age as may be required by the Agent.

35. Contribution While Holder is a Minor. Where the Holder makes a Contribution to the Account prior to the Holder having attained the age of majority in accordance with the Applicable Laws, the Holder will execute a ratification of the Application and all transactions made by the Holder in respect of the Account prior to reaching the age of majority.

36. SIN and Address of Holder. The Trustee shall be entitled to rely upon the Agent's records as to the social insurance number, and to the current address of the Holder as establishing his or her residency and domicile for the operation of the Account and its devolution on the death of the Holder subject to any notice to the contrary respecting the Holder's domicile on death.

37. Heirs, Representatives and Assigns. The terms of this Trust Agreement shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives, and assigns of the Holder and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees, and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives, and assigns.

38. Language. The Holder has expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)

39. Interpretation. Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.

40. Governing Law. This Trust Agreement and the Account shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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

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