

## AGF GROUP OF FUNDS FIRST HOME SAVINGS ACCOUNT DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for You, the holder named in the application to which this declaration is attached (the "Application"), for the AGF Group of Funds First Home Savings Account (the "Qualifying Arrangement") upon the following terms:

**SOME DEFINITIONS:** In this declaration, in addition to terms defined elsewhere herein, "Act" means the *Income Tax Act* (Canada);

"Agent" refers to the company named in paragraph 17; "Common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Qualifying Arrangement; "FHSA", being a first home savings account, has the meaning set forth in the Act;

"Group Plan" means an FHSA available to employees or members of the applicable organization, employer or association that sponsors the Group Plan;

"Qualifying Individual" means an individual eligible to open a FHSA or to make a "qualifying withdrawal". Specifically, you must be a resident of Canada, at least 18 years of age, and must not, at any prior time in the calendar year or in the preceding four calendar years, inhabit a qualifying home as a principal residence.

"Regulations" means the *Income Tax Regulations* (Canada); "Spouse" means a spouse for the purposes of the Tax Laws;

"Successor Holder" means the individual designated to acquire all of my rights as the holder of the Qualifying Arrangement in accordance with the terms of this declaration and the Application;

"Survivor" means the individual, who immediately before Your death, is Your Spouse or Common-law partner as defined in the Act;

"Tax Laws" means the Act, the Regulations, and any applicable tax legislation of Your province of residence, as recorded in Your Application; "We", "us", "our" and the "trustee" refer to Computershare Trust Company of Canada as issuer of the Qualifying Arrangement;

"You" and "Your", and the "holder" unless the context requires otherwise, refer to the person who has signed the Application and will be the owner of the Qualifying Arrangement; (under the Act, You are known as the 'holder' of the Qualifying Arrangement); and, after Your death, Your Spouse or Common-law partner if they become the Successor Holder of the Qualifying Arrangement as described in paragraph 14 hereof.

- TRUSTEE:** We shall administer the Qualifying Arrangement and hold, administer and acquire the Contributions and any investments, income or gains therefrom (the "Arrangement Assets").  
Notwithstanding any other provision of this Declaration of Trust, any corporation resulting from our merger or amalgamation with one or more other corporations or any corporation that succeeds to, or acquires, substantially all of our plan administration business shall thereupon become us for the purposes of the Qualifying Arrangement without further act or formality, provided that the Qualifying Arrangement continues to be acceptable for registration in accordance with paragraph 2.
- REGISTRATION:** We will file an election with the Minister of National Revenue to register the Qualifying Arrangement as a FHSA under Section 146.6 of the Act in the form and manner prescribed in the Regulations under the Act, under Your Social Insurance Number. The purpose of the Qualifying Arrangement is to provide for Contributions to be made to us in consideration of, or to be used, invested or otherwise applied for the purpose of, making distributions under the Qualifying Arrangement to You. The Qualifying Arrangement shall be administered in accordance with the applicable requirements of the Act and any similar applicable legislation of a Province of Canada relating to FHSAs (the "Applicable Legislation"). The Qualifying Arrangement will be maintained for Your exclusive benefit (determined without regard to any right of a person to receive a payment out of or under the Qualifying Arrangement only on or after Your death).
- EFFECTIVE DATE:** The Qualifying Arrangement shall be established upon our acceptance of the Application and registration of the Arrangement in accordance with paragraph 2. Notwithstanding the foregoing, no Qualifying Arrangement will come into effect before April 1, 2023.
- ELIGIBILITY:** You have confirmed on the Application that You are a "qualifying individual", as defined in Section 146.6(1) of the Act. The statements relating to Your date of birth, residency and principal place of residence on the Application shall constitute a certificate by You to such effect and an undertaking to furnish such further evidence as may be required for the provision of a FHSA.  
Notwithstanding its execution by us, the Application is subject to certain legal restrictions and we reserve the right not to accept an Application where, in our sole discretion, we believe that the Application is not or may not be consistent with these restrictions.
- CONTRIBUTIONS:** We will only accept Contributions made by You, or on Your behalf if You participate in a Group Plan, or upon Your death, pursuant to paragraph 14 herein, Your Spouse or common law partner if designated as Successor Holder. You will be solely responsible for determining the maximum limits for Contributions to the trust and any other FHSA in any taxation year as permitted by the Tax Laws. You will also be solely responsible for ensuring that any transfers to the trust are permitted by the Tax Laws. We will hold the Arrangement Assets in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws.  
Group Plans are only available to employees or members of the applicable organization, employer or association that sponsors the Group Plan ("Sponsor"). If You are a member of a Group Plan, You agree that the Sponsor will act as Your agent under the FHSA and You authorize the Sponsor to act as Your agent and to make Contributions to the Group Plan on Your behalf, including by payroll deduction or taxable benefit, if applicable. Only we have the authority to amend the Plan and the ultimate responsibility for administering each FHSA under the Plan lies with us.
- INVESTMENTS:** We will hold, invest and sell the Arrangement Assets according to Your instructions and in accordance with the Tax Laws (including, but not limited to, Section 146.6 of the Act). We may require any instructions to be in writing.  
The trust is prohibited from borrowing money or other property for the purposes of the Qualifying Arrangement.  
If You do not tell us how to invest the Arrangement Assets, we will invest in units of AGF Canadian Money Market Fund until You tell us otherwise.  
Investments will not be limited to those authorized by law for trustees. The Qualifying Arrangement will bear any taxes, penalties or related interest imposed under the Tax Laws, subject to paragraph 20 (other than those taxes, penalties and assessments imposed on us under the Act). We shall withhold from any amounts payable under the Qualifying Arrangement any amounts so required to be withheld, any taxes and other assessments payable by the Qualifying Arrangement under the Act and any other applicable legislation. If the Arrangement Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Qualifying Arrangement has ceased, You must pay or reimburse us directly for any such taxes, penalties or related interest. You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.  
Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to our undertaking certain transactions in the Qualifying Arrangement.  
We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Arrangement Assets. No person other than You or we has rights under this Qualifying Arrangement relating to the investing of Arrangement Assets or the amount and timing of distributions.  
Pursuant to the Act, we will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the Arrangement Assets include a non-qualified investment. You will be responsible for ensuring that all investments of the Qualifying Arrangement are "qualified investments" within the meaning of the Act. You will also be responsible for ensuring that none of the investments of the Qualifying Arrangement are "prohibited investments" within the meaning of the Act. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, You hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by You in writing.
- YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in Your name showing all Contributions made to the Qualifying Arrangement, all investment transactions and all withdrawals from the Qualifying Arrangement.
- MANAGEMENT AND OWNERSHIP:** While there is a holder of the Qualifying Arrangement, no person other than us and You shall have any rights under the arrangement relating to the amount and timing of distributions from the Qualifying Arrangement and to the investing of the Arrangement Assets. We may hold any investment in our own name, in the name of our Agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. Subject to paragraph 20, we may generally exercise the power of an owner with respect to the Arrangement Assets, including the right to vote or give proxies to vote in respect thereof, to sell assets to pay any assessments, taxes or charges in connection with the Qualifying Arrangement, or to limit or restrict transactions or withdrawals as we, in our sole discretion, deem necessary. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

9. **REFUND OF EXCESS CONTRIBUTIONS:** We will, upon receiving a written request from You in a form prescribed in the Regulations under the Act, refund an amount to You in order to reduce the amount of tax that would otherwise be payable under section 207.021 of the Act, or under any other Tax Laws (a "Designated Amount"). We will not be responsible for determining the amount of any such refund.
10. **QUALIFYING WITHDRAWALS:** You may, in writing and in a form prescribed in the Regulations under the Act request a "qualifying withdrawal", as defined in the Act, from the trust provided that You satisfy all of the applicable requirements under the Act and provide us with all information and confirmations that You require in respect of such a request. In order to make such payment, we may sell all or part of any of the investments, to the extent we deem appropriate. We will withhold any taxes and charges required at the time of withdrawal of funds and pay You the balance, after deducting any applicable fees and expenses. We will have no liability to You in respect of any sold Arrangement Assets or for any losses that may result from such sales.
11. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, You may direct us in writing to transfer Arrangement Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Tax Laws, to a registered retirement savings plan, a registered retirement income fund or another FHSA under which:
- You are the holder or annuitant; or
  - the holder is Your Spouse, former Spouse, Common-law partner or former Common-law partner, from whom You are living separate and apart, and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of Your marriage or Common-law partnership, or after the breakdown of such marriage or partnership.
- Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Arrangement Assets is transferred under this paragraph, You may specify in writing which Arrangement Assets You wish us to transfer or sell; otherwise, we will transfer or sell the Arrangement Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. We will have no liability to You in respect of any sold Arrangement Assets or for any losses that may result from such sales.
12. **BORROWING BY THE TRUST OR USING TRUST INTEREST AS SECURITY FOR LOAN:** The trust may not borrow money or property for purposes of this trust. Nothing in paragraphs 2, 8 or 11 hereof apply to the extent they are inconsistent with Your ability to use Your interest or, for civil law, right in the trust as security for a loan or other indebtedness if the conditions in section 146.6 of the Act are met.
13. **TERMINATION:** The Qualifying Arrangement shall cease to be a FHSA on the earlier of (i) the time that the Qualifying Arrangement ceases to be a Qualifying Arrangement for purposes of the Act, (ii) the time after which the Qualifying Arrangement ceases to be administered in accordance with the conditions in subsection 146.6(2) of the Act, and (iii) the end of Your "maximum participation period", which is defined in the Act to mean the period that:
- Begins when an individual first enters into a qualifying arrangement (as that term is defined in the Act); and
  - Ends at the end of the year following the year in which the earlier of the following events occur:
    - The 14th anniversary of the date the individual first enters into the qualifying arrangement;
    - The individual attains 70 years of age;
    - The individual first makes a qualifying withdrawal (as that term is defined in the Act) from the Qualifying Arrangement; and
    - The death of the last holder of the Qualifying Arrangement.
  - The Minister of National Revenue may, in writing, specify a later time on which the Qualifying Arrangement shall cease to be a FHSA.
14. **DESIGNATION OF SUCCESSOR HOLDER / BENEFICIARY:** Where effective under applicable provincial law, You may designate one or more beneficiaries of the Qualifying Arrangement after Your death, to receive the proceeds of the Qualifying Arrangement in the event of Your death (the "Beneficiary"), provided that You did not elect Your Survivor as the Successor Holder of the Qualifying Arrangement. The Successor Holder has the unconditional right to revoke any prior Beneficiary designation made, or similar direction imposed, by You under the Qualifying Arrangement or relating to the Arrangement Assets. You may make, change or revoke a Beneficiary designation by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Qualifying Arrangement under paragraph 15. Any designation, amended designation or revoked designation will be valid on the day following the day we receive it. If more than one form has been received by us, we will act on the one with the latest signature date. If You are domiciled in Quebec, a Beneficiary designation or any revocation may only be made by Your will. It is Your sole responsibility to ensure that a Beneficiary designation or revocation is valid pursuant to applicable laws. If You get married or separated, or Your Successor Holder dies, Your Successor Holder designation may not automatically change. You may need to complete a new designation for this purpose. It is Your sole responsibility to ensure that Your designation of Successor Holder is legally valid, up to date and changed when appropriate.
15. **DEATH:** Generally, if You die while holding a Qualifying Arrangement, Your Contributions and earnings that accrue before and after Your death are taxable to Your Successor Holder, or Your Beneficiary, or Your estate, as applicable. If the Survivor was appointed as the Successor Holder on the Application and has not predeceased You, the Survivor will become the holder of the Qualifying Arrangement by entering into a new Qualifying Arrangement, except in the following circumstances:
- The Survivor is a Qualifying Individual at the time and the assets are transferred to a RRSP or RRIF under which the Survivor is the annuitant or paid in a lump sum of taxable income, or
  - The Survivor is a not a Qualifying Individual at the time and the assets must be transferred to a RRSP or RRIF under which the Survivor is the annuitant or paid in a lump sum of taxable income.
- We will require satisfactory evidence of Your death, and other releases and documents. If You have not designated Your Spouse or Common-law partner as the Successor Holder, Your personal representatives are entitled to transfer all or part of the fair market value of the Arrangement Assets to the Survivor's FHSA, RRSP or RRIF or to pay to the Survivor all or part of the fair market value of the Arrangement Assets in a lump sum of taxable income, provided the payment is so designated jointly by Your personal representatives and the Survivor. If You had not designated that Your Spouse or Common-law partner become Successor Holder in accordance with paragraph 14 above (or You had so designated but Your Spouse or Common-law partner predeceased You), we will, upon receipt of satisfactory evidence of Your death and all other documents we may, in our sole discretion, require and subject to paragraph 14 above, transfer the Arrangement Assets, or sell them and pay out the proceeds, to the designated Beneficiary(ies) under the Qualifying Arrangement in accordance with paragraph 14 above and the amount shall be included in computing the beneficiary's income for the year. If You had not designated a Beneficiary or if such Beneficiary(ies) die before You, we will make such transfer or payment to Your legal personal representative less any fees and taxes, subject to any additional legal requirements.
- If the Survivor fails to direct us within 30 days of Your death, we may, at our discretion, realize the Arrangement Assets and other property of the Qualifying Arrangement and pay the proceeds, less any outstanding compensation owing to us and any amount required to be withheld by us, to the Survivor. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. Once we make such transfers or payments, we will be fully discharged and we will not be liable in the event that any Beneficiary designation made by You may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment. If You die while domiciled in Quebec, subject to paragraph 14, the proceeds shall be paid to Your estate.
16. **PROOF OF AGE:** Your statement of Your date of birth in Your Application will be deemed to be a certification of Your age and Your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining eligibility to enter into a FHSA. A Qualifying Arrangement is not considered a qualifying arrangement (as defined in section 146.6(1) of the Act) unless the holder is at least 18 years of age when the arrangement is entered into.
17. **DELEGATION:** You authorize us to delegate to AGF Investments Inc. (the "Agent") the performance of certain of our duties, including the following:
- filing an election with the Minister of National Revenue to register the Qualifying Arrangement as a FHSA under section 146.6 of the Act;
  - receiving Contributions from You;
  - investing the Arrangement Assets in accordance with this declaration;
  - holding the Arrangement Assets in safekeeping, in its name or in the name of its nominee or custodian;
  - maintaining Your account and providing You with statements and notices;
  - receiving and implementing Your notices and instructions;
  - collecting fees and expenses from You or the Qualifying Arrangement;
  - filing any elections permitted under the Tax Laws as directed by You or Your personal representatives;

- (ix) preparing and filing tax returns or forms relating to the Qualifying Arrangement;
- (x) withdrawing or transferring Arrangement Assets in accordance with Your instructions or for the purpose of making payments to You, any government authority or any other person entitled to same under the Qualifying Arrangement, the Tax Laws or other applicable legislation;

and any other duties relating to the Qualifying Arrangement as we may, in our sole discretion, determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Qualifying Arrangement in accordance with this declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent may earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraph 17 and 18 are also given to, and are for the benefit of, the Agent.

18. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Qualifying Arrangement reasonable fees and other charges that we establish from time to time in conjunction with the Agent. Subject to paragraph 20, we are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Qualifying Arrangement. All amounts so payable will be charged against and deducted from the Arrangement Assets, unless You advise differently and make the required provisions. If the cash in the Qualifying Arrangement is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Arrangement Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale. We reserve the right to change, from time to time, the amount of such fees upon 30 days notice to You.

19. **TRUSTEE'S LIABILITY:** The trustee acknowledges that it is ultimately responsible for the administration of the Qualifying Arrangement. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Qualifying Arrangement is terminated and all of the Arrangement Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Qualifying Arrangement.

Subject to the express provisions of the Act and to paragraph 20 hereof, other than those taxes, penalties and assessments imposed on us under the Act, we will not be liable to You or the Qualifying Arrangement for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Qualifying Arrangement, You or any other person in connection with the Qualifying Arrangement, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Qualifying Arrangement, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the Tax Laws or by any other government authority out of the Arrangement Assets. Without limiting the generality of the foregoing, You will have no claim whatsoever against us, our officers, employees or agents, in relation to any losses, liabilities, diminution, damages, charges, costs, taxes assessments, levies, interest, demands, fines, claims, penalties, fees (including reasonable counsel fees) or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Qualifying Arrangement or the Arrangement Assets ("Liabilities"), with respect to dealing with the assets of the Qualifying Arrangement in accordance with the investment instructions we believe in good faith to have been given by You or Your properly authorized agent, with respect to delivering or releasing assets of the Qualifying Arrangement in accordance with this Declaration of Trust and with respect to performing our obligations hereunder, except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

You, Your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Qualifying Arrangement. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Arrangement Assets. If the Arrangement Assets are insufficient to cover the claim, or if the claim is made after the Qualifying Arrangement has ceased to exist, You agree to personally pay the amount of the claim.

Notwithstanding any other provision of this Declaration of Trust, we will not be liable for any loss or penalty suffered as a result of any act done by us in reasonable reliance on Your authority or the authority of Your properly authorized agent or legal representative. The provisions of this paragraph 19 shall survive the termination of the Qualifying Arrangement.

20. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on You or the Qualifying Arrangement, except for taxes, interest and penalties, if any, imposed on us by the Act that the Act states may not be reimbursed by the Qualifying Arrangement. The provisions of this paragraph 20 shall survive the termination of the Qualifying Arrangement.

21. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Qualifying Arrangement by giving You and the Agent 60 days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving You and us 60 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). The Agent will provide us with the name and address of the Successor Trustee. We shall transfer to the Successor Trustee all of the assets and other property of the fund and all records related to our duties as trustee. We shall do all acts and execute all deeds necessary for the proper transfer of the Qualifying Arrangement to the Successor Trustee.

If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Qualifying Arrangement and will be reimbursed from the Arrangement Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed. Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our Canada Revenue Agency registered plan trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Qualifying Arrangement without further act or formality.

If no such Successor Trustee is appointed by the Agent, You shall be entitled to request us to realize the Arrangement Assets and other property of the fund and to pay You the proceeds or to transfer the proceeds to another FHSA under which You are the holder or to a registered retirement savings plan or registered retirement income fund under which You are the annuitant. If no such request is made by You within 60 days after we, or the Agent, has given notice of such resignation or removal, we may be entitled to and may realize the Arrangement Assets and other property of the fund and pay the proceeds to You.

22. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Qualifying Arrangement as a FHSA under the Tax Laws. We will give You 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws or unless in our sole opinion it will not adversely affect Your rights. We will give You 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws, in which event, we will provide notice of such changes to the Plan by the later of: (a) 30 days following approval of the changes and (b) the date we mail or make available electronically our annual account statements to You.

23. **NOTICE:** You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. Notice shall have been deemed to be given on the actual date it is received by us. We may give You any notice, statement, receipt or other communication by making it available to You electronically or by postage prepaid mail, sent to the address recorded in Your Application or to any subsequent address You provide us. Our notices to You will be deemed to have been given on the second business day after mailing or making it available to You electronically.

24. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.

25. **BINDING:** The terms and conditions of this declaration will be binding upon Your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Qualifying Arrangement or the Arrangement Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

26. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, except that, where the circumstances require, the terms "Spouse" and "Common-law partner" will be recognized in accordance with the Act.

27. **ENTIRE AGREEMENT:** The Application and this Declaration of Trust shall constitute the entire agreement between the parties with respect to the Qualifying Arrangement.

28. **LANGUAGE (APPLICABLE IN QUEBEC ONLY):** You confirm that You have been provided a copy of Your Application and this Declaration of Trust in French and have expressly requested all documents and communications relating to the Qualifying Arrangement be provided to You in English. [*Vous confirmez avoir reçu une copie de la demande ainsi que la déclaration de fiducie en français et avoir expressément demandé que toute documents et communication se rapportant à l'arrangement admissible soit rédigée en anglais.*]
29. **INFORMATION:** The statements You provide on the Application, including without limiting the generality of the foregoing, the birth date(s) and social insurance number(s), shall constitute a certification by You upon which we may act and rely and an undertaking to furnish such further evidence of proof of age and other factual information as may be required for the provision of the applicable legislation.
30. **PRIVACY:** We will collect, use and disclose personal information to establish and service the Qualifying Arrangement, as required or permitted by law and as disclosed in the Trustee's Privacy Code. We may, from time to time, disclose or transfer personal information given to us by You to the Agent. By applying for the Qualifying Arrangement, You are consenting to these collections, uses and disclosures.
31. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in Your Application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access Your Application, answer any questions You may have regarding the Application and Your Qualifying Arrangement, and manage Your Qualifying Arrangement and Your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, You and any other person that You expressly authorize in writing. You are entitled to consult Your file and to have anything in it corrected. In order to exercise these rights, You must notify us in writing.

**COMPUTERSHARE TRUST COMPANY OF CANADA**



**AGF Investments Inc.**

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AGF is dedicated to helping develop business solutions for industry demands on natural resources and finding ways to help minimize our impact on the environment. As a result, we have designed our application forms with a re-usable base on recyclable covers. Our applications are also printed on Forest Stewardship Council® (FSC) certified paper. FSC certification ensures that the paper in this document contains fibre from well-managed and responsibly harvested forests that meet strict environmental and socio-economic standards. AGF is committed to continuing to look for ways to protect and preserve our environment for future generations.

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