

Tax Free Savings Account Investment Application



Broker

Broker Name _____ Broker Number _____

New Client Existing Client Number _____

i The client's signature is not required for renewals into the same Home Trust account. Existing client number field above must be completed.

Account holder's details

Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr. <input type="checkbox"/> Other _____					SOCIAL INSURANCE NUMBER		DATE OF BIRTH (MM/DD/YY)	
FIRST NAME			LAST NAME			EMAIL ADDRESS		
CIVIC ADDRESS						PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK		
CITY		PROVINCE	COUNTRY	POSTAL CODE	COUNTRY & PROV/ STATE OF RESIDENCE (FOR TAXATION)	PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK		
OCCUPATION (Please be specific, e.g., 'Medical Technician')				EMPLOYER NAME (OPTIONAL)				
EMPLOYER ADDRESS (OPTIONAL)								

Designation of successor holder (All provinces and territories except Quebec)

I hereby designate the following person to receive the proceeds of the Plan in a lump sum payment in the event of my death or registration to their registered plan.

FIRST NAME		LAST NAME	
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OR

Designation of beneficiary* (Applicable only if a successor annuitant has not been designated. All provinces and territories except Quebec.)

FIRST NAME	LAST NAME	RELATIONSHIP

*Will be equally distributed amongst all listed beneficiaries. If more than one beneficiary is named and if any of them does not survive the Account Holder, the proceeds of the Plan shall be shared equally among the beneficiary(ies) who survived the Account Holder. Please see Terms and Conditions of the Plan for additional beneficiary provisions.

Acknowledgement and authorization

By signing this form below, I consent to the collection of the personal information contained in this form by Home Trust Company. I also consent to the use, retention and disclosure of my personal information by Home Trust Company, as is reasonably required in connection with the establishment and maintenance of an account in my name, to meet legal and regulatory requirements, to market other products and services, and for statistical, audit and security purposes in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Privacy Code please visit the Home Trust Company website at hometruster.ca or call 1-855-270-3629.

I confirm that the information provided is true and accurate and I agree to make Home Trust Company aware of changes to any of the personal information contained in this form.

ACCOUNT HOLDER'S SIGNATURE X	DATE (MM/DD/YY)
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Tax Free Savings Account Investment Application



Broker

Broker Name _____ Broker Number _____

Method of payment to purchase this investment

- Regular Contribution
- TFSA Transfer Form
- Paid by Rollover of Existing Investment Account # _____

Investment details

Non-Redeemable GIC (1-5 Years)	Amount	Interest Rate	Issue Date (MM/DD/YY)	Maturity Date (MM/DD/YY)	Interest Payment Frequency	
					Annual Compound paid at maturity	Annual Pay*
	\$	%			<input type="checkbox"/>	<input type="checkbox"/>
	\$	%			<input type="checkbox"/>	<input type="checkbox"/>
	\$	%			<input type="checkbox"/>	<input type="checkbox"/>
	\$	%			<input type="checkbox"/>	<input type="checkbox"/>
	\$	%			<input type="checkbox"/>	<input type="checkbox"/>

Please be advised that if the maturity date falls on a non-business day the investment will be processed on the next business day. Interest is calculated per annum (365 days).

*Interest payment instructions (applicable for annual pay only)

- Direct deposit (void cheque attached)
- Cheque (customer's address)

Please read carefully and sign below

I hereby apply for a Tax Free Savings Account ("Account") with Home Trust Company and request that Home Trust Company, if applicable, apply for registration of the Account in the form and manner prescribed by the Income Tax Act (Canada) and, if applicable, the provisions of any income tax legislation of the Province or Territory of my address above all in accordance with the Declaration of Trust attached hereto. I acknowledge that Home Trust Company is not giving advice as to purchasing, selling or retaining investments and that Home Trust Company, in accepting investment directions, accepts no responsibility for the advisability of such investment directions.

I acknowledge that it is my responsibility to determine and ensure that all investments are "qualified investments" for the Account under the applicable tax legislation. It is expressly agreed that all investment directions handled by Home Trust Company shall be at my own risk and I undertake to indemnify and save Home Trust Company harmless from all responsibility or liability in connection therewith.

By having applied for this deposit product, I agree to the Terms and Conditions and Home Trust's Privacy Code and consent to the collection, use, retention and disclosure by Home Trust of the personal information provided to Home Trust. To receive a copy of our Privacy Code please visit Home Trust's website at hometruster.ca or call 1-855-270-3629.

Eligible for insurance coverage by Canada Deposit Insurance Corporation up to applicable limits. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

ACCOUNT HOLDER'S SIGNATURE

X

DATE (MM/DD/YY)

Broker declaration

I certify that I have personally met with the Account Holder listed above, I have witnessed the signing of this application and have fully explained the terms and conditions of this investment with Home Trust Company.

REPRESENTATIVE NAME	REPRESENTATIVE SIGNATURE	REPRESENTATIVE CODE	TELEPHONE	DATE (MM/DD/YY)

Investment Terms and Conditions for Tax Free Savings Account



Home Trust Company is a member of Canada Deposit Insurance Corporation and is licensed to issue term deposits across Canada. Deposits to be invested in tax free savings accounts are taken in the form of short-term deposits and guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by Home Trust Company without notice. Home Trust Company is a corporation that is licensed under the laws of Canada to carry on in Canada the business of offering to the public its services as trustee of, among other things, tax-free savings accounts.

INTRODUCTION

This Agreement sets out the terms and conditions (the "Terms and Conditions") that apply to the investment of contributions to a tax free savings account ("TFSA") of which Home Trust Company is the trustee (the "Trustee") in investment products issued by Home Trust Company, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for a TFSA for purposes of the *Income Tax Act* (Canada) (the "Act"). The terms and conditions set out in the Declaration of Trust for a TFSA also governs the investments of the TFSA. In the event of any conflict or inconsistency, the terms and conditions of the Declaration of Trust will govern the investments made by the Trustee.

AGREEMENT

As the annuitant (the "Account Holder") under a TFSA issued by Home Trust Company, I agree to the terms of this Agreement in respect of Investments to be made by the TFSA, provided that such Investments are, and continue to be at all material times, a "qualified investment" for a TFSA for purposes of the Act.

PRIVACY NOTICE

I consent to the collection of the personal information by Home Trust Company and/or my deposit broker. I consent to the use, retention and disclosure of my personal information as is reasonably required in connection with the establishment and maintenance of an account in my name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining my eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at hometrusted.ca or call 1-855-270-3629.

INVESTMENT TERMS AND CONDITIONS

Subject to the terms and conditions of the TFSA and applicable law, the Trustee may invest the contributions to the TFSA and any income or gains of any nature whatsoever accrued, generated and realized on those investments in investment products of Home Trust Company. All Investments will be payable in Canadian Dollars. Investments by the TFSA, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to the Account Holder's account under the TFSA for the purpose of providing a savings vehicle for the Account Holder.

1. Maturity of an Investment

On the maturity date of an Investment held by the TFSA (the "Investment Maturity Date") prior to the maturity of the TFSA trust, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in investment products of Home Trust Company. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the investment is made by the TFSA in the Investment to the applicable Investment Maturity Date, at the annual interest rate set by Home Trust Company.

2. Redeemability

The date of redemption of an Investment by the TFSA will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

3. Investment Maturity Instructions

The Account Holder may provide instructions to the Trustee to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where the Account Holder does not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, the Account Holder must complete a Home Trust Company TFSA Investment Application available from Home Trust Company or his/her Deposit Broker, and provide the completed form to Home Trust Company at least twenty (20) days prior to the applicable Investment Maturity Date.

4. No Investment Maturity Instructions

If instructions are not received by the Trustee in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at the discretion of the Trustee, be reinvested in another Investment for the same term as the matured Investment at Home Trust Company's then prevailing rate of interest for that term, provided that any such reinvestment may be cancelled if the Trustee receives a written request from the Account Holder to cancel within ten (10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

5. Interest

Interest is paid at the applicable interest rate for each year of investment. The 1st year of investment is the issue date of the Investment (the "Issue Date") to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th Year of Investment is the 3rd anniversary to the 4th anniversary of the Issue Date. Interest is calculated on the daily closing principal, and will be compounded annually.

6. Amendments

Home Trust Company may from time to time in its sole discretion amend these Terms and Conditions. The Account Holder agrees to amendments made when notice is given to his/her Deposit Broker or in any other manner which Home Trust Company may determine from time to time.

7. Problem Resolution

Home Trust Company is committed to providing the best possible service to all of its customers. Account Holders with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at hometrusted.ca/complaint.aspx or contact the Home Trust Company at 1-855-270-3629.

8. Retirement Saving Plan Terms and Conditions

Reference should be made to the Home Trust Company Tax Free Savings Account terms and conditions and the Declaration of Trust

TAX FREE SAVINGS ACCOUNT (TFSA) DECLARATION OF TRUST TERMS AND CONDITIONS

Home Trust Company is licensed under the laws of Canada, to carry on in Canada the business of offering to the public its services as trustee. Home Trust Company is the issuer and trustee (the "Trustee") of a "qualifying arrangement" in trust that is a "TFSA" as those terms are defined in subsection 146.2(2) of the *Income Tax Act* (Canada) (the "Act") entered into with the individual applicant (the "Account Holder") named on the application form (the "Application"), on the terms and conditions set out in the Application and the terms and conditions in this Declaration of Trust.

1. Registration and Certain Definitions

Subject to the Account Holder having attained the age of majority, the Trustee will, in the form and manner prescribed by the *Income Tax Act* (Canada) (the "Act") and, if applicable, the provisions of any income tax legislation of the Province or Territory where the Account Holder resides, register the qualifying arrangement as a tax-free savings account for purposes of the Act. The Act (as it may be amended or replaced from time to time) the regulations thereunder, and such applicable provincial or territorial income tax legislation are collectively referred to in this Declaration of Trust as the "Applicable Tax Legislation". The word "spouse" or "common-law partner" used herein has the meaning as used or defined in the Act as it may be amended or replaced from time to time. Any reference to "Successor Holder" means a "survivor", as that term is defined in subsection 146.2(1) of the Act, who is the spouse of the Account Holder immediately before the Account Holder's death and who becomes the "holder" as defined by subsection 146.2(1) of the Act. Any reference to Account Holder means the Account Holder or Successor Holder.

The Trustee may appoint an agent to perform certain administrative duties relating to the operation of the Plan. The Trustee acknowledges and confirms that if an agent is appointed ultimate responsibility for administration of the Plan remains with the Trustee. All protections, limitations of liability and indemnifications given to the Trustee under this Declaration of Trust are also given to, and are for the benefit of such agent.

Investment Terms and Conditions for Tax Free Savings Account



2. Purpose

The purpose of the TFSA is to provide the Account Holder with a tax-free savings vehicle. All funds contributed or transferred to the TFSA including all income, investments, interest and gains, will be held in trust by Home Trust Company in accordance with the provisions of this Declaration of Trust and the Applicable Tax Legislation. The TFSA is maintained for the exclusive benefit of the Account Holder. As required under the Act, while there is an Account Holder, anyone that is not the Account Holder or the Trustee is prohibited from having rights under the TFSA relating to the amount and timing of distributions and the investing of funds. The TFSA will comply with all conditions that are or may be prescribed under the Act for a "qualifying arrangement", as defined in subsection 146.2(2) of the Act. The TFSA is maintained for the exclusive benefit of the Account Holder (determined without regard to any right of any person to receive payout out of or under the TFSA on or after the Account Holder's death).

3. Contributions

Only the Account Holder may make contributions to the TFSA. Contributions can be deposited to the TFSA in a single payment or in periodic payments up to the maximum contribution limit permitted by the Act. The Account Holder is responsible for determining the maximum permitted contribution to the TFSA in any tax year and ensuring that no contribution exceeds that maximum or creates or increases any "excess TFSA amount" as that term is defined in subsection 207.01(1) of the Act. No one other than the Account Holder is permitted to make contributions to the TFSA.

4. Sources of Funds

Cash, mutual funds or other investments transferred to the TFSA must be "qualified investments" and must not be "prohibited investments" within the meanings attributed to them respectively in the Applicable Tax Legislation. As required by the Act, the Trustee is prohibited from borrowing money or other property for the purposes of the TFSA. All amounts transferred to the TFSA must come from:

- Another TFSA owned by the Account Holder;
- A TFSA of which the Account Holder's spouse or common-law partner or former spouse or common-law partner is the account holder, provided that (i) the Account Holder and the Account Holder's spouse or common law partner are living separate and apart at the time of the transfer, and (ii) the transfer is made under a decree, order or judgement of a competent tribunal or under a written separation agreement relating to a division of property between the Account Holder and the Account Holder's spouse or common law partner in settlement of rights arising out of, or on the breakdown of marriage or common-law partnership; or
- Other sources that may be permitted from time to time by the Applicable Tax Legislation.

5. Investments

Funds may be invested in any investment that is a "qualifying investment" and is not a "prohibited investment" as those terms are defined in subsection 207.01(1) of the Act for the TFSA and is acceptable to the Trustee. Instructions must be provided by the Account Holder to the Trustee as to how the funds in the TFSA are to be invested. The Trustee may require such documentation in respect of any investment or proposed investment, as it, in its sole discretion, deems necessary. The Trustee is not responsible for determining whether any investment is a "qualified investment" or a "prohibited investment" under the Act and such determination is the sole responsibility of the Account Holder. An agent, satisfactory to the Trustee, may be appointed by the Account Holder to give investment directions to the Trustee which may be acted on by the Trustee without the Trustee incurring any liability. No one other than the Account Holder or the Trustee has any rights under the TFSA relating to the amount and timing of distributions and investment of funds. Funds may be transferred from one investment to another, provided it is permitted by the terms of the investment, the terms of the Plan and Applicable Tax Legislation. The Trustee will hold legal ownership and possession of the investments in the TFSA in trust and will exercise the powers of a legal owner with respect to that property. All income and gains earned or realized on the investments in the TFSA, as well as any bonus declared, will be credited to the TFSA and reinvested. The Trustee is entitled to act upon any instrument, certificate, notice or other writing believed by it to be genuine and properly signed or presented. The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the TFSA holds a non-qualified investment. The Trustee will not, however, be liable to the Account Holder or any other person in respect of any tax, penalty, interest, or any loss or damages suffered or incurred by the TFSA, the Account Holder or any other person

in connection with the TFSA as a result of the acquisition, holding, transfer or disposition of any investment.

6. Withdrawals

Payment out of or under the TFSA may be made to the Account Holder to reduce the amount of tax otherwise payable by the Account Holder under paragraphs 207.02 or 207.03 of the Act. Payments out of the TFSA may be made at the request of the Account Holder in satisfaction of all or part of the Account Holder's interest in the TFSA. The Trustee must receive payment instructions in a form acceptable to it before payments out of the TFSA are processed. In order to accommodate payment instructions, Home Trust Company may liquidate all or part of one or more of the investments in the TFSA prior to the maturity date of the investment(s); the Trustee assumes no liability for any losses that may result. No one other than the Account Holder and the Trustee shall have any rights under the TFSA relating to the amount and timing of Distributions.

7. Transfers

If directed to do so by the Account Holder, the Trustee shall transfer all or any part of the property held in connection with the TFSA (or an amount equal to its value) to another tax-free savings account held by the Account Holder. In order to accommodate transfer directions, the Trustee may liquidate all or part of one or more of the investments in the TFSA prior to the maturity date of the investment(s); the Trustee assumes no liability for any losses that may result. The Trustee may make a transfer by remitting the investment(s) held in the TFSA to a the issuer of such other tax-free savings account of the Account Holder and the Trustee will provide all necessary information to such issuer. All transfers must be made in accordance with Applicable Tax Legislation.

8. Estate Matters

The Account Holder may designate the Account Holder's spouse or common-law partner as the Successor Holder of the TFSA in a will. Alternatively, in provinces or territories where it is allowed, the Account Holder may designate a Successor Holder on a form acceptable to the Trustee and in accordance with applicable provincial legislation. If such a designation is made, the Account Holder agrees that the Successor Holder will acquire all of the Account Holder's rights as account holder of the TFSA, including an unconditional right to revoke any beneficiary designation made, or similar direction imposed, by the Account Holder under the TFSA or relating to property held in connection with the TFSA. In the event of the death of the Account Holder where there is no Successor Holder, or a Successor Holder has not been designated, the Trustee shall, upon receipt of satisfactory evidence of such death, realize the interest of the Account Holder in the TFSA. Subject to the deduction of all proper charges, including taxes, if any, required to be withheld, the proceeds of such realization (the "Proceeds") shall be paid by the Trustee to the estate of the Account Holder or to the Account Holder's beneficiary (where the Account Holder is in a province or territory as one in which a holder of a tax-free savings account may validly designate a beneficiary) upon furnishing the Trustee with such releases and other documents as may be required.

Designation

If permitted by applicable law and recognized by the Trustee for such purpose, the Account Holder may designate one or more beneficiaries to receive the Proceeds in the event of his/her death. A beneficiary designation can only be made, altered or revoked by a Beneficiary Designation Form, dated and signed by the Account Holder and delivered to the Trustee before any payment of the Proceeds is made. If more than one legally valid designation has been delivered to Home Trust Company and if such designations are inconsistent then, to the extent of such inconsistency, the Trustee shall make payment only in accordance with the designation bearing the latest execution date and such designation shall be determinative of any inconsistency. If (a) a Successor Holder has not been designated by the Account Holder at the time a payment of the Proceeds is to be made, or (b) all beneficiaries who have been so designated predecease the Account Holder, or (c) a beneficiary designation is not permitted under applicable provincial legislation, the Account Holder will be deemed to have elected that such payment be made to his/her estate and the Proceeds will be paid to the legal personal representative(s) of the Account Holder. Home Trust Company must receive satisfactory evidence of the Account Holder's death and may require other releases or documents before payments out of the TFSA are processed.

Caution

The designation of a Successor Holder or a beneficiary for the TFSA will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be the Account Holder's responsibility to revoke or change the designation, as applicable.

Investment Terms and Conditions for Tax Free Savings Account



For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary Designation Form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

Payments

In all cases, the Proceeds will be subject to the withholding of any applicable tax and deduction of all proper charges. Home Trust Company shall be fully discharged from any further obligations and liability in connection with the TFSA upon payment being made in accordance with this provision even though such designation may be invalid as a testamentary instrument.

9. Proof of Information

The Account Holder has certified the accuracy of all the information provided in the Application, including all birth dates. The Account Holder has agreed to provide any further information required by the Trustee. As prescribed by the Act, an Account Holder must be at least 18 years of age at the time this Agreement is entered into.

10. Fees and Expenses

The Trustee is entitled to receive fees and to recover all reasonable expenses for the administration of the TFSA. The fees associated with the TFSA will be disclosed at the time the Account Holder applies for a TFSA. The fees may change from time to time and will be disclosed to the Account Holder in writing at least sixty (60) days before the new fees go into effect. Any fees and expenses and those of any agent of the Trustee, as well as any applicable taxes relating to the TFSA may be deducted from the funds in the TFSA. Part of the TFSA may be held as cash to pay the fees and other expenses relating to the TFSA. To cover these fees and expenses, the Trustee may liquidate all or part of one or more of the investments in the TFSA; the Trustee assumes no liability for any losses that may result.

11. Amendments

From time to time, the Trustee may, in its discretion, amend this Declaration of Trust, with the concurrence of regulatory authorities or authorities administering the Applicable Tax Legislation, if required. The Trustee, will give the Account Holder sixty (60) days notice in writing of material changes. No amendment will be made that would have the effect of disqualifying the TFSA as a "qualifying arrangement" that is a "tax-free savings account" as defined for purposes of the Act. If an amendment is made for the purpose of satisfying a requirement imposed by the Applicable Tax Legislation, the Arrangement will be automatically amended without notice to the Account Holder.

12. No Advantage

No "advantage", as defined under paragraph 207.01(1) of the Act in relation to the TFSA, may be extended to the Account Holder, the TFSA, or any person with whom the Account Holder is not dealing with at arm's length.

13. Interest in TFSA as Security for a Loan

The Account Holder may use his or her interest or right in the TFSA as security or loan or other indebtedness owed by the Account Holder, provided that (i) such loan or indebtedness is not conditional in any way on the existence of the TFSA; (ii) the terms and conditions of such loan or indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; (iii) the existence of such loan or other indebtedness does not result in any "advantage" as defined in paragraph 207.01(1) of the Act in relation to the TFSA; and (iv) none of the purposes for the use by the Account Holder of his or her interest or right as security is to enable a person, other than the Account Holder, or a partnership, to benefit from the exemption for tax of any amount under the TFSA.

14. Statement

An annual TFSA account statement for the Plan will be delivered to the Account Holder. If an account statement is not received the Account Holder should contact his/her Deposit Broker, if applicable, or Home Trust Company.

15. Appointment of Agent

The Trustee may appoint an agent to perform certain administrative duties relating to the operation of the TFSA. The Trustee acknowledges and confirms that if an agent is appointed, ultimate responsibility for administration of the TFSA remains with Home Trust Company.

16. Resignation and Successor Trustee

The Trustee may resign from its duties as trustee of the TFSA by giving the Account Holder ninety (90) days notice in writing. If the Trustee resigns it will: (i) at the direction of the Account Holder, transfer the balance of the TFSA to another tax-free savings account held by the Account Holder; or (ii) appoint a successor trustee that satisfies the requirements under Applicable Tax Legislation to be trustee of the TFSA. Such successor trustee shall, within ninety (90) days of its appointment,

give written notice of its appointment to the Account Holder. A successor trustee shall have the same power, rights and obligations as the Trustee. The Trustee shall execute and deliver to the successor trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the successor trustee.

17. Notice

Any notice given to the Trustee will be sufficiently given if mailed, postage prepaid, addressed to the Trustee at the address indicated on the TFSA account statement and will be deemed to be given on the day such notice is received by the Trustee. The Trustee considers that it has received such notice on the day it is actually delivered to it. If the Trustee sends the Account Holder a notice, statement or receipt by mail, the Trustee considers that the Account Holder has received it five (5) days after it has been postmarked by the post office and mailed to the Account Holder at the last address Home Trust Company has in its records.

18. Indemnity

The Trustee is not responsible for any losses or damages incurred by the TFSA or the Account Holder or any other person as a consequence of any reduction in the value of the TFSA, except if due to the Trustee's own gross negligence, wilful misconduct or lack of good faith. The Account Holder and his/her respective heirs and personal representatives shall indemnify the Trustee and its directors, officers, agents and employees for any tax, penalties, or interest that may be imposed under the Applicable Tax Legislation on the Trustee, whether by way of assessment, reassessment or otherwise, or any other charges levied or imposed on the Trustee by any governmental authority, upon or in respect of the TFSA or in respect of payments out of the TFSA or the purchase, sale or retention of any investment; and the Trustee may reimburse itself for or may pay any such taxes, interest, penalties or charges out of the assets of the TFSA.

19. Branch of Account

For purposes of the Trust and Loan Companies Act (Canada), the branch of account for the TFSA is the location indicated on the TFSA account statement. Home Trust Company may change the branch of account by giving written notice to the Account Holder.

20. Governing Law and Submission to Jurisdiction

This Declaration of Trust is governed by Applicable Tax Legislation, by the laws of the jurisdiction in Canada of the Account Holder's branch of account and the federal laws of Canada applicable in that jurisdiction. It is to be interpreted in accordance with those laws. If any part of this Declaration of Trust is found invalid or unenforceable, the validity or enforceability of the remaining provisions of this Declaration of Trust will not be affected. Without prejudice to the ability of any party to enforce this Declaration of Trust in any other proper jurisdiction, each of the Trustee and the Account Holder irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Declaration of Trust and the Arrangement.