



Sleep well.

Tax-Free Savings Account Application Form

Did you remember to:

- Indicate Type of Account
- Sign the Application Form
- Attach void cheque
- Complete Social Insurance Number
- Complete Date of Birth
- Name a Beneficiary/Successor Holder
- Give a copy of the Application and Declaration of Trust to your client

Please mail your completed and signed application to:
Stone Investment Group Limited
c/o CIBC Mellon GSSC, Recordkeeping Services
1 York Street, Suite 900,
Toronto, Ontario, M5J 0B6

STONE ASSET MANAGEMENT LIMITED (“STONE”) PRIVACY POLICY

OUR COMMITMENT TO YOU

Stone Asset Management Limited (“Stone”) and our affiliated companies are committed to conducting our business in the highest professional and ethical manner. It’s one of our core values. We are committed to providing investors with excellent service while respecting the privacy of personal information. The Stone Privacy Policy outlines and demonstrates our commitment to protecting your privacy and safeguarding your personal and financial information.

WHAT IS PERSONAL INFORMATION?

Personal information is information that identifies you. It includes information such as your name, age, marital status, birth date, social insurance number, home address and telephone number.

HOW DO WE OBTAIN YOUR PERSONAL INFORMATION?

We collect personal information on account application forms, paper and electronic instructions, and telephone instructions from you or your dealer. We may collect information about you from a third party in the normal course of business. These parties may include:

- Other financial institutions, securities dealers or mutual fund companies; and
- Other companies affiliated with Stone.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use your personal information for the following purposes:

- To establish your identity;
- To ensure our records are accurate;
- To establish and administer your account;
- To execute your transactions;
- To record, maintain and store account holdings and transaction records;
- To provide you and your financial advisor with account information and statements;
- To provide you with financial statements, tax receipts, transaction confirmations, proxy mailings and other information that may be required to service accounts;
- To meet legal and regulatory requirements; and
- To provide you with customer service.

TO WHOM DO WE DISCLOSE YOUR INFORMATION?

In the normal course of business we may be required by third-parties to disclose your information to our agents, our suppliers or other organizations. These parties may include:

- Your financial advisor, dealer or intermediary;
- Other financial institutions, securities dealers and mutual fund companies, for example, when you move your investments from one firm to another;
- Other companies affiliated with Stone;
- Contracted third-party service providers, such as account statement providers and mailing companies, imaging companies and document storage companies;
- Canadian governments, government agencies and regulators; and
- Any other entity as required by law.

DISCLOSING YOUR INFORMATION WHEN PERMITTED OR REQUIRED BY LAW

Stone must provide information where required by a valid demand, search warrant or other legally valid inquiry. We may disclose information to an investigative body in the case of a breach of an agreement or contravention of laws.

HOW DO WE OBTAIN CONSENT?

In providing information to us, directly or through your financial advisor, and continuing to conduct business with us you are consenting to the use of your personal information. Our privacy policy is available on our website at www.stoneco.com or by requesting a copy from our Client Services Team at 800 795 1142 and may be included in your application form if you open an account directly with Stone.

HOW CAN YOU WITHDRAW YOUR CONSENT?

You may withdraw your consent for Stone’s use of your personal information by contacting us. Your decision to withdraw your consent may limit the products and services that Stone can offer you. In some circumstances, legal requirements may prevent you from withholding consent.

KEEPING YOUR INFORMATION ACCURATE

The accuracy of your personal information is essential to providing you with excellent service. If you wish to change or update your personal information, please contact us. Please inform us of any errors regarding your personal information right away, so that we may correct our records.

YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION

Upon written request Stone will provide you with access to your personal information. Please note that we may not be able to provide you with your information in certain circumstances. For example: information containing references to other persons, information containing proprietary information confidential to Stone, or information that cannot be disclosed for legal reasons.

WHERE DO WE KEEP YOUR PERSONAL INFORMATION?

Your personal information may be kept in electronic or paper format in our offices, in secure off-site storage facilities, or in the offices of our service providers, such as CIBC Mellon Global Securities Services Company (“CIBC Mellon GSSC”).

HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

Policies, procedures and safeguards have been put in place to ensure your personal information is protected. Our employees and service providers have access to your personal information to enable them to provide necessary services to you. Any personal information collected from you will only be used for the purposes identified at the time of collecting the information and will be retained for as long as is necessary to fulfill the service, or as required by law.

Security measures including passwords, restricted access to our offices and records and physical access security, have been put in place to protect your information against unauthorized access, modification, loss, theft or general misuse.

A provider of recordkeeping and related services to the funds will subcontract a portion of these services to an off-shore organization. We have been assured by our service provider that all data and personal information will be subject to appropriate security protection. As a result of this subcontracting by our service provider, your personal information may be processed or stored outside of Canada and may be available to foreign governments, courts or law enforcement officials.

OTHER MATTERS

We have provided you with the complete Privacy Policy. Stone reserves the right to modify or supplement the Policy at anytime. If we make any material change to the Policy, we will update our website with a link to the updated Privacy Policy. Please read any such notice and the new Policy. Your continued use of Stone services will constitute your acceptance of the new terms and conditions and grant Stone the right to use the information you previously supplied, and any new information, to service Stone accounts. However, we will seek your consent if we want to use your personal information for purposes other than those to which you have previously agreed.

RESOLVING YOUR CONCERNS

If you have any questions or concerns about the treatment of your information please follow these steps:

Step 1. In most cases, a concern is resolved simply by discussing it with a member of our Client Services Team, who can be contacted by telephone at 800 795 1142 or 416 867 8086 or via email at clientservices@stoneco.com, via fax at 416 364 2498 or by mail at Stone Asset Management Limited, Attention: Privacy Officer, 40 University Ave, Suite 901 Toronto, ON M5J 1T1.

Step 2. If your concerns have not been resolved to your satisfaction, please contact our Privacy Officer directly, who can be reached by telephone at 800 336 9528 or 416 364 9188 or via email at clientservices@stoneco.com, via fax at 416 364 2498 or by mail at Stone Asset Management Limited, Attention: Privacy Officer, 40 University Ave, Suite 901, Toronto, ON M5J 1T1.

Step 3. In the event that you have not obtained a satisfactory resolution through steps 1 and 2, you may contact the Privacy Commissioner of Canada at 1 800 282 1376 or by writing to: The Privacy Commissioner of Canada, 112 Kent Street, Ottawa, ON, K1A 1H3. In Quebec, The Commission d’accès à l’information, 575, rue St. Amable, Bureau 1.10; phone 418 528 7741 or 888 528 7741.

FUND CODES, DISTRIBUTIONS

PURCHASE OPTION	FRONT		LOW	FEE-BASED	DISTRIBUTIONS	
	A/AA	T8A	L	F/FF	A/AA/L/F/FF	T8 SERIES
Stone Dividend Growth Class	SCL515	SCL5158	SCL519	SCL517	Monthly	Monthly
Stone EuroPlus Fund	SCL715	SCL7158	SCL719	SCL717	Annually	Quarterly
Stone Global Balanced Fund	SCL415	SCL4458	SCL419	SCL417	Monthly	Monthly
Stone Growth Fund	SCL555	SCL5558	SCL559	SCL557	Annually	Monthly
Stone Global Growth Fund	SCL995	SCL9958	SCL999	SCL997	Annually	Monthly
Stone Select Growth Class	SCL885	-	SCL889	SCL887	Annually	-
Stone American Dividend Growth Fund	SCL145	-	-	SCL755	Monthly	-
Stone Covered Call Canadian Banks Plus Fund	SCL147	-	-	SCL767	Monthly	-
Stone Monthly Pay Fund	SCL113	-	-	SCL733	Monthly	-
Stone Global Strategy Fund	SCL316	-	-	SCL736	Monthly	-
Stone Small Companies Fund	SCL114	-	-	SCL734	Annually	-

COMMISSIONS, FEES (%)

SERIES	SALES COMMISSION	ANNUAL TRAILERS (PAID MONTHLY)		MANAGEMENT FEE
		Full Service	Discount	
A/AA/T8A	0 to 5.0	1.00	0.25	2.0
A	0 to 5.0	1.00	0.25	2.10 ¹
A	0 to 5.0	1.00	0.25	1.65 ²
F/FF	n/a	n/a	n/a	0.95 ³
F	n/a	n/a	n/a	0.98 ⁴
F	n/a	n/a	n/a	1.00 ⁵
F	n/a	n/a	n/a	0.65 ⁶
F	n/a	n/a	n/a	0.75 ⁷
F	n/a	n/a	n/a	1.10 ⁸
L	3.0	0.50	0.1875	2.5

Did you remember to:

- Indicate Type of Account
- Sign the Application Form
- Attach void cheque
- Complete Social Insurance Number
- Complete Date of Birth
- Name a Beneficiary
- Give a copy of the Application and Declaration of Trust to your client

¹ Applicable to Stone Global Strategy Fund

⁵ Applicable to Stone Canadian Resource Fund and Stone American Dividend Growth Fund

² Applicable to Stone Covered Call Canadian Banks Plus Fund

⁶ Applicable to Stone Covered Call Canadian Banks Plus Fund

³ Applicable to Stone Dividend Growth Class, Stone Global Balanced Fund, Stone Growth Fund and Stone Select Growth Class

⁷ Applicable to Stone Monthly Pay Fund

⁴ Applicable to Stone EuroPlus Fund and Stone Global Growth Fund

⁸ Applicable to Stone Global Strategy Fund

DEFERRED SALES REDEMPTION SCHEDULE (%)

SERIES	Yr 1	Yr 2	Yr 3	Thereafter
L	4.0	3.0	2.0	nil

STONE PLANS

Plan/Account Types	RSP	Spousal RSP	LIRA	LRSP	RIF
	Spousal RIF	LRIF	LIF	RLIF	RLSP
	PRIF	TFSA	Cash		
Savers Plan	Make regular payments to buy securities of the fund(s) of your choice. You may choose the frequency of payments and halt at any time by giving us five (5) days' prior notice. No minimum required balance. Minimum payment amount \$25.				
Pay Yourself Plan	Redeem securities of the fund(s) of your choice automatically at fixed intervals. The redemption amount will be transferred electronically to your bank account. Minimum account balance \$10,000. Minimum redemption amount \$100.				
Automatic Exchange Plan	Benefit from the advantage of dollar cost averaging. At no extra cost, you may switch a fixed dollar amount from one fund to another fund of the same commission structure. Frequency may be weekly, bi-weekly, monthly, quarterly, semi-annually, or annually.				

1. Holder's Information

You must be 18 years of age or older and a Canadian resident.

Language Preference: English French
 Mr. Mrs. Miss. Ms. Dr.

Last Name	First Name	Initials	
Address (must be legal address, not a P.O. box) ()	City	Province	Postal Code
Home Phone	Business Phone	Social Insurance Number	Date of Birth (dd/mm/yy)
Mailing Address (if different from above)	City	Province	Postal Code

2. Dealer and Representative Information

Dealer Code	Dealer Name	Dealer Account Number ()	
Advisor Code	Advisor Name	Advisor Phone Number	Advisor Email Address

3. Investment Selection

Please see "Fund Details" on page 3 of this application form for fund names and codes.

Source of Funds:
 Attached cheque Transfer authorization attached Transfer from my existing Stone Account _____
 Lump sum deposit from my bank account (sign authorization in section 4) Other (please specify) _____

Fund Code	Fund Name	Initial Investment \$ or %	Front End Sales Charge %	Wire Order Number	Customizable Distributions	
					(1) Reinvest into:	(2) Cash
					<input type="checkbox"/> SCL	<input type="checkbox"/>
					<input type="checkbox"/> SCL	<input type="checkbox"/>
					<input type="checkbox"/> SCL	<input type="checkbox"/>
					<input type="checkbox"/> SCL	<input type="checkbox"/>
					<input type="checkbox"/> SCL	<input type="checkbox"/>
Total						

4. Savers Plan (Pre-authorized Chequing Plan)

Optional

Please check type of Pre-authorized chequing agreement (REQUIRED) Personal

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

Fund Code	Fund Name	Front End Sales Charge %	Amount (\$) **
Total			\$

** Minimum purchase amount of \$25 per transaction.

By signing this form I/we hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits. I/We acknowledge that I/we have read and agree to the "Pre-authorized Chequing Agreement Terms and Conditions" as set out at the back of this application form.

MANDATORY

MANDATORY

Signature of Signatory on Bank Account

Signature of Co-signatory on Bank Account

Please complete banking information in Section 7.

5. Pay Yourself Plan (Systematic Withdrawal Plan)

Optional

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

Fund Code	Fund Name	Amount (\$)
Total		\$

Please complete banking information in Section 7.

6. Automatic Exchange Plan

Optional

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

From Fund: SCL _____ To Fund: SCL _____ Amount: \$ _____

7. Banking Information

I hereby authorize Stone Investment Group Limited c/o CIBC Mellon to credit, in the case of a SWP, cash distribution or redemption, the following

Name of Financial Institution Transit Number Bank Number Account Number

Address (of financial institution) City Province Postal Code

Or, mail cheque(s) to mailing address indicated in Section 1.

8. Designation of Beneficiary/Successor Holder

I hereby revoke any previous appointment of successor holder or beneficiary designation(s) made by me for this Arrangement (as that term is defined in Section 9).

You may choose one, or both of the following options:

- I hereby designate the person named below, who is my spouse or common-law partner, to become the successor holder of the Arrangement upon my death, if he or she is then living and remains my spouse or common-law partner. If I have designated both a successor holder and a beneficiary(ies) (in the option below), and both are alive at the time of my death, the successor holder designation takes precedence.

M A N D A T O R Y

Last Name	First Name	Social Insurance Number
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- If I have not designated my spouse or common-law partner to become successor holder (in the option above), or if the designated successor holder predeceases me, I hereby designate each person named below, if then living, as beneficiary to receive the proceeds of the Arrangement upon my death. If a beneficiary predeceases me, their share allocation will be allocated among the other surviving beneficiary(ies).

Last Name	First Name	Relationship to Annuitant	SIN	Share %

I understand that I am solely responsible for ensuring that the designation of beneficiary and/or successor holder is legally valid under applicable provincial/territorial legislation.

CAUTION: In some provinces/territories, your designation of beneficiary and/or successor holder by means of a designation will not be revoked or changed automatically by any future marriage or divorce. If you wish to change your beneficiary and/or successor holder, you will have to do so by means of a new designation.

9. Acknowledgements

TO: COMPUTERSHARE TRUST COMPANY OF CANADA (THE "TRUSTEE")

I hereby apply for a STONE INVESTMENT GROUP LIMITED SELF-DIRECTED TAX-FREE SAVINGS ACCOUNT (the "Arrangement") in accordance with the terms and conditions of this Application and the Declaration of Trust attached hereto. By signing below, I have agreed that:

1. I have read, understood and agree to the terms of the Declaration of Trust.
2. I declare that the information given in this Application is true, correct and complete.
3. I request that the Trustee file an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the *Income Tax Act* (Canada).
4. I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is permitted or prohibited under the tax laws, and I am aware of the consequences of acquiring and holding investments which are prohibited and/or non-qualified.
5. The Trustee may delegate certain of its duties relating to the Arrangement to Stone Investment Group Limited as its Agent.
6. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment.
7. In the event of my death, the Successor Holder as designated above shall become the holder of the Arrangement, if applicable. Otherwise, the proceeds of the Arrangement will be paid to the beneficiary, if any, whom I have designated, if permitted by law, or, if I have not designated a beneficiary, such proceeds will be paid to my estate.

TO: STONE INVESTMENT GROUP LIMITED

I have received a copy of the current Fund Facts or Simplified Prospectus of the Investments, if applicable, and have received the investment objectives. I find them suitable for my/our needs.

I understand that the Fund Company may refuse this application, and return any amount deposited within two (2) business days. As a policy, Stone Investment Group Limited will use an electronic fund service for cash dividends and Pay Yourself Plan. (Please complete Banking Authorization Information, Section 7.) Quebec Residents: The parties hereto requested that this application be signed in English. Les parties ont demandé que cette demande soit signée en anglais.

I hereby acknowledge and consent to the collection, use and disclosure of my personal information as contained herein by Stone Investment Group Limited, its agents, suppliers and other organizations where necessary to provide for the initial and ongoing administration of my account. The complete Stone Asset Management Limited Privacy Policy is available at the front of this application, at stoneco.com or by contacting the Stone Client Services Team at 800 795 1142.

Date:

dd/mm/yy

Holder's Signature

Province or Territory of Execution

Name of Witness (please print)
Must not be related to beneficiary

Witness Signature

Dealer Representative Signature

For Internal Use Only

Accepted on behalf of Computershare Trust Company of Canada by its agent, Stone Investment Group Limited



Authorized Signature of Agent

STONE INVESTMENT GROUP LIMITED SELF-DIRECTED TAX-FREE 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, for the Stone Investment Group Limited Self-Directed Tax Free Savings Account (the "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 14;

"common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Arrangement;

"Spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"TFSA", being a tax-free savings account, has the meaning set forth in the Act;

"We", "us" and "our" refer to Computershare Trust Company of Canada as issuer of the 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 Arrangement; (under the Act, you are known as the 'holder' of the Arrangement); and, after your death, your spouse or common-law partner if they become the successor holder of the Arrangement as described in paragraph 11 hereof.

1. **REGISTRATION:** We will file an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the Act. The Arrangement will be maintained for your exclusive benefit.

2. **CONTRIBUTIONS:** The Arrangement shall not come into effect, and no Contributions will be accepted, until January 01, 2009. Thereafter, we will only accept Contributions made by you or, upon your death, pursuant to paragraph 11 herein, your spouse or common-law partner if designated as successor holder of the Arrangement. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws. We will hold the Contributions and any investments, income or gains therefrom (the "Arrangement Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws.

3. **INVESTMENTS:** We will hold, invest and sell the Arrangement Assets according to your instructions and in accordance with the Tax Laws. We may require any instructions to be in writing.

The Arrangement is prohibited from borrowing money or other property for the purposes of the Arrangement.

We may place any uninvested cash in a demand deposit account with a chartered bank in Canada. We may pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. The Arrangement will bear any taxes, penalties or related interest imposed under the Tax Laws, subject to paragraph 17. 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 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 making certain investments for the 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 Arrangement relating to the investing of Arrangement Assets or the amount and timing of distributions.

4. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Arrangement, all investment transactions and all withdrawals from the Arrangement.

5. **MANAGEMENT AND OWNERSHIP:** While there is a holder of the Arrangement, no person other than us (including our Agent) and you shall have any rights under the arrangement relating to the amount and timing of distributions from the Arrangement and to the investing of the Arrangement Assets. We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. 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, or to sell assets to pay any assessments, taxes or charges in connection with the Arrangement. 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.

6. **REFUND OF EXCESS OR NON-RESIDENT CONTRIBUTIONS:** We will, upon receiving a written request from you, refund an amount to you in order to reduce the amount of tax that would otherwise be payable under Section 207.02 or 207.03 of the Act, or under any other Tax Laws. We will not be responsible for determining the amount of any such refund.

7. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, request that we pay you all or any part of the Arrangement Assets. 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.

8. **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 another TFSA under which:

(i) you are the holder; or

(ii) 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.

9. **BORROWING BY THE TFSA OR USING TFSA INTEREST AS SECURITY FOR LOAN:** The Arrangement may not borrow money or property for purposes of this arrangement. Nothing in paragraphs 1, 5 or 8 hereof apply to the extent they are inconsistent with your ability to use your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness if the conditions in subsection 146.2(4) of the Act are met.

10. **NO ADVANTAGES:** No advantage, as that term is defined in section 207.01(1) of the Act, that is conditional in any way on the existence of the Arrangement may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Tax Laws. Tax is payable in connection with a TFSA if an advantage in relation to the Arrangement is extended to a person who is, or who does not deal at arm's length with, the holder of the Arrangement.

11. **DESIGNATION OF SUCCESSOR HOLDER / BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries of the Arrangement after your death, in accordance with the following and paragraph 12:

(i) *Successor Holder:* You may at any time designate an individual who is your spouse or common-law partner to receive all of your rights in the Arrangement after your death, in which case, provided that such individual remains your spouse or common-law partner at the time of your death, he or she will become the holder of the Arrangement; or

(ii) *Beneficiary of Arrangement Assets:* You may designate one or more beneficiary(ies) to receive the Arrangement Assets, less any applicable taxes and any fees or expenses payable under this declaration.

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 Arrangement under paragraph 12. If more than one form has been received by us, we will act on the one with the latest signature date.

12. **DEATH:** In the event of your death, if you had not designated that your spouse or common-law partner become successor holder in accordance with subparagraph 11(i) 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 require and subject to paragraph 11 above, transfer the Arrangement Assets, or sell them and pay out the proceeds, to the designated beneficiary(ies) under the Arrangement in accordance with paragraph 11 above. 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. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though 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.

13. **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 TFSA. An Arrangement is not considered a qualifying arrangement (as defined in section 146.2(1) of the Act) unless the holder is at least 18 years of age when the arrangement is entered into.

14. **DELEGATION:** You authorize us to delegate to Stone Investment Group Limited (the "Agent") the performance of certain of our duties, including the following:

(i) filing an election with the Minister of National Revenue to register the Arrangement as a TFSA under section 146.2 of the Act;

(ii) receiving Contributions from you;

(iii) investing the Arrangement Assets in accordance with this declaration;

(iv) holding the Arrangement Assets in safekeeping, in its name or in the name of its nominee or custodian;

(v) maintaining your account and providing you with statements and notices;

- (vi) receiving and implementing your notices and instructions;
- (vii) collecting fees and expenses from you or the Arrangement;
- (viii) 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 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 Arrangement, the Tax Laws or other applicable legislation;

and any other duties relating to the Arrangement as we may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the 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 will 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 14 and 15 are also given to, and are for the benefit of, the Agent.

15. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Arrangement reasonable fees and other charges that we establish from time to time in conjunction with the Agent. 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 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 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.

16. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on your instructions is or remains a "prohibited investment" for your Arrangement, as that term is defined under the Act. 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 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 Arrangement.

Subject to the express provisions of the Act and to paragraph 17 hereof, we will not be liable to you or the Arrangement for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Arrangement, you or any other person in connection with the Arrangement, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the 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 in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Arrangement or the Arrangement Assets ("Liabilities"), 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 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 Arrangement has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this section 16 shall survive the termination of the Arrangement.

17. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on you or the Arrangement, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Arrangement under the Act.

18. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the 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"). 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 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 Arrangement without further act or formality.

19. **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 Arrangement as a TFSA 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.

20. **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. We may give you any notice, statement, receipt or other communication 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.

21. **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.

22. **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 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.

23. **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.

24. **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 Arrangement, and manage your 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

PRE-AUTHORIZED CHEQUING AGREEMENT TERMS AND CONDITIONS

By signing this form, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.

You authorize Stone Investment Group Limited c/o CIBC Mellon to debit the bank account for the amount(s) that you have indicated, and in the frequency that you have specified on this application form.

If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.

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 agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have read and agreed to these terms and signed this application form.

You may change these instructions or cancel this plan at anytime, provided that Stone Investment Group Limited receives notice, by phone or by mail, at least 3 business days prior to the next pre-authorized debit run date. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca. You agree to release the financial institution and Stone Investment Group Limited of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution or Stone Investment Group Limited.

Stone Investment Group Limited is authorized to accept changes to this agreement from my registered dealer or my financial advisor in accordance with the policies of that company, in accordance with the disclosure and authorization requirements of the CPA.

You agree that the information in this form will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.

You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.

You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documentsy afférant soient rédigés en anglais.



Sleep well.

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www.stoneco.com