



ODLUM BROWN
Investing for Generations®

ODLUMBROWN.COM

CLIENT AGREEMENT

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Suite 1100 - 250 Howe Street | Vancouver, BC V6C 3S9
Main 604 669 1600 | Toll Free 1 888 886 3586 | Fax 604 681 8310

VANCOUVER KELOWNA VICTORIA CHILLIWACK COURTENAY LANGLEY

Member-Canadian Investor Protection Fund



Platinum member

TABLE OF CONTENTS

PART 1: INTRODUCTION	4
PART 2: DEFINITIONS, INTERPRETATION, LANGUAGE AND APPLICATION	4
2.1 Definitions	4
2.2 Format; Construction	5
2.3 Language	5
2.4 Severability	5
PART 3: GENERAL ACCOUNT TERMS AND CONDITIONS	5
3.1 Odlum Brown as Agent	5
3.2 Account Information	5
3.3 Capacity, Authority and Affiliation	5
3.4 Joint Accounts (Personal Accounts Only)	6
3.5 “In-Trust” Accounts	6
3.6 Instructions	6
3.7 Payment and Delivery	7
3.8 Trade Confirmations and Statements	7
3.9 Holding of Cash and Securities	7
3.10 Account Charges	8
3.11 Indebtedness to Odlum Brown	8
3.12 Trading Authorization and Powers of Attorney	9
3.13 Limitation of Liability	10
3.14 Governing Law and Dispute Resolution	10
3.15 Miscellaneous	10
PART 4: MARGIN AGREEMENT	12
4.1 Grant of Margin	12
4.2 Margin Requirements; Additional Margin	12
4.3 Odlum Brown’s Right to Cancel	12
4.4 Payment on Demand	12
PART 5: OPTIONS TRADING AGREEMENT	12
5.1 Risk Acknowledgement	12
5.2 Compliance	13
5.3 Business Hours	13
5.4 Execution of Orders	13
5.5 Covenants as Security for Options Trading	13
5.6 Other Miscellaneous Covenants	14
PART 6: SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST	14
6.1 Registration	14
6.2 Contributions	14
6.3 Investment	14
6.4 Annuitant’s Account and Statements	14
6.5 Date of Birth	14
6.6 Retirement Income	14
6.7 Withdrawals	15
6.8 Refund of Contributions	15
6.9 Splitting of Assets Upon Marriage Breakdown	15
6.10 Payment Upon Death	16
6.11 Designation of Beneficiary	16

6.12	Income Tax Receipts	16
6.13	Locked-In Retirement Account / Savings Plan	16
6.14	Management and Ownership	16
6.15	Delegation	16
6.16	Trustee Fees and Expenses	17
6.17	Amendment	17
6.18	Notice	17
6.19	Limitation of Liability	17
6.20	Replacement of Trustee	18
6.21	Responsibility	18
6.22	Assignment by Agent	18
6.23	Heirs, Executors and Assigns	18
6.24	Governing Law	18
PART 7: SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST		18
7.1	Registration	19
7.2	Transfers to the Fund	19
7.3	Investment	19
7.4	Annuitant's Accounts and Statements	19
7.5	Proof of Age	19
7.6	Splitting of Assets Upon Marriage Breakdown	19
7.7	Payments	20
7.8	Death of Annuitant	20
7.9	Designation of Successor Annuitant or Beneficiary	20
7.10	Voting Rights	20
7.11	Life Income Fund	21
7.12	Management and Ownership	21
7.13	Delegation	21
7.14	Trustee Fees and Expenses	21
7.15	Amendment	22
7.16	Notice	22
7.17	Limitation of Liability	22
7.18	Replacement of Trustee	22
7.19	Responsibility	23
7.20	Assignment by Agent	23
7.21	Heirs, Executors and Assigns	23
7.22	Governing Law	23

PART 1: INTRODUCTION

Thank you for choosing Odlum Brown Limited (“Odlum Brown”) to be your securities dealer and investment advisor. References in this Agreement to “us” or “we” or their functional equivalents should be construed as references to Odlum Brown.

This Agreement explains how your Account will be operated.

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

PART 2: DEFINITIONS, INTERPRETATION, LANGUAGE AND APPLICATION

2.1 Definitions

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

“*Account*” means your account(s) with Odlum Brown from time to time and includes Managed Accounts and Alliance Accounts;

“*Account Application*” means the Odlum Brown Client Account Application that you signed to open or update the information to your Account;

“*Alliance Account*” is a fee based advisory account which is subject to an annual allowable limit of trades.

“*Alliance Account Fee*” is the annual fee (plus applicable taxes), payable monthly, for an Alliance Account based on the month end value of the Account. The Alliance Account Fee may be a flat fee rate; a tiered fee rate; or different fee rates applied to the various types of investments held in your Account. The Alliance Account Fee is determined between you and your Investment Advisor in accordance with our applicable policies.

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

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

“*Information Provider*” means any entity providing Odlum Brown, either directly or indirectly, with information or

processing any such information and includes, but is not limited to, stock exchanges, news service providers and stock alert message providers or any such provider or processor of data or information;

“*Managed Account*” is a fee based account in which a portfolio manager is given the discretion to make and implement investment decisions for you on a continuing basis in accordance with your written investment objectives.

“*Managed Account Fee*” is the annual fee (plus applicable taxes), payable monthly, for a Managed Account and is based on the month end value of your Account(s). The Managed Account Fee may be a flat fee rate; a tiered fee rate; or different fee rates applied to the various types of investments held in your Account. The Managed Account Fee is determined between you and your Portfolio Manager in accordance with our applicable policies.

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

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

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

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

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

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

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

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

“You”, “your” and “yours” means the person(s) who has applied for the Account; in respect of an “in-trust” account it means the nominee of the Account upon that nominee attaining the age of majority in the jurisdiction in which the nominee is resident, and in respect of a self-directed registered retirement savings plan /registered retirement income fund account it means the Annuitant;

In the Province of Quebec, the expression “jointly and severally” or any similar expression means solidary.

2.2 Format; Construction

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

2.3 Language

It is acknowledged and agreed that the Account Application, this Agreement and all related documents, notices and other communications, together with such other forms, documents, notices and other communications as may from time to time be required by Odlum Brown, be in English. **Il a été convenu et nous sommes d'accord à ce que le formulaire de demande de compte, les conventions de compte et tous les documents, avis et autres communications s'y rattachant, soient rédigés en anglais seulement.**

2.4 Severability

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

PART 3: GENERAL ACCOUNT TERMS AND CONDITIONS

3.1 Odlum Brown as Agent

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

3.2 Account Information

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

3.3 Capacity, Authority and Affiliation

Individual Clients

If you are a natural person or as agent for a natural person, you confirm and represent to us that you have reached the age of majority and have the power and capacity to enter into this Agreement. If you are a woman married prior to 1970 and resident in the Province of Quebec, you confirm and represent to Odlum Brown that you are married under the regime of separation as to property under the laws of Quebec *or* you confirm that your husband has also signed the applicable Account Application.

Corporate Clients

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

Unincorporated Clients

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

Affiliation

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

3.4 Joint Accounts (Personal Accounts Only)

Suitability

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

Liability

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

Instructions from Joint Clients

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

Delivery of Property and Information to Joint Clients

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

Legal Ownership of the Account

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

For an Account opened in the Province of Quebec, the Civil Code of Quebec and other laws will apply upon the death of one of you.

3.5 “In-Trust” Accounts

Obligations of “In-Trust For” Accounts

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

Trust Agreements

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

Age of Majority of Nominee

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

3.6 Instructions

Account Instructions

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

Trading Rules

Trading instructions given by you or persons you have authorized to trade on your behalf must comply with, and each Transaction carried out on your behalf will be subject to, this Agreement and the Applicable Laws, Rules and Regulations.

Refusing Orders Trading Instructions

We may refuse to effect a Transaction or execute any instruction given in respect of the Account if we, in our subjective discretion, determine that doing so might be in whole or in part inconsistent with or contrary to the

Applicable Laws, Rules and Regulations. We will not be liable to you for any loss or other consequences resulting from our refusal under this provision unless you prove that such refusal constituted an act of bad faith.

Death of Account Holder

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

3.7 Payment and Delivery

Delivery

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

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

Risks of Leveraged Trading

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

Account Application you confirm that you are aware of the risks involved in leveraged trading.

3.8 Trade Confirmations and Statements

Trade Confirmations

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

Statements

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

3.9 Holding of Cash and Securities

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

Segregation of Cash Balances

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

Rights Relating to Securities

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

Withdrawal of Securities

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

Odlum Brown's Right to Use Securities

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

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

3.10 Account Charges

You will pay when due, all administration fees, service charges and as applicable, commissions, Alliance Account Fees or Managed Account Fees at the rates specified by Odlum Brown or otherwise agreed.

Debits and Credits to the Account

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

Odlum Brown's Right to Combine Accounts

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

Payment of Interest

Odlum Brown will pay you interest on credit balances held in the Account and you will pay Odlum Brown interest on debit balances held in the Account at such rates and in such manner as Odlum Brown may determine from time to time provided that Odlum Brown will not charge interest on any debit balances in your Account at a rate more than 3% per annum above the published prime lending rate of the main branch of the Bank of Montreal in Vancouver, British Columbia, unless Odlum Brown gives you notice as provided herein.

3.11 Indebtedness to Odlum Brown

Payment of Indebtedness

You will pay all Obligations to Odlum Brown, when due and in any event forthwith on demand. If no margin facility has been granted to you, and if a debit occurs in the Account, the debit must be paid immediately.

Security Interest for Obligations of Non-Quebec clients

If you are not resident in Quebec, as general and continuing security for the Obligations, you hereby grant by way of mortgage, charge, assignment and transfer, a security interest in the Collateral in favour of Odlum Brown.

Hypothec for Obligations of Quebec Clients

If you are resident in the Province of Quebec, you deliver over, hypothecate and pledge to Odlum Brown the Collateral for the amount of one hundred million dollars, with interest from the date hereof at a rate which is **2% per annum** above the average prime lending rate of the main branch of the Bank of Montreal in Vancouver, British Columbia. Odlum Brown may sell or take the Collateral hereby hypothecated and pledged in payment for any Obligations without giving prior notice or observing any time limits prescribed in respect of such taking in payment or such sales in the Civil Code of Quebec. The foregoing stated amount of the hypothec and pledge and foregoing rate of interest is inserted to comply with requirements of the Civil Code of Quebec and represents the maximum amount for which the Collateral is hypothecated and pledged. It does not represent the amount of your indebtedness and liabilities secured by the hypothec and pledge from time to time or the amount of any credit available to you by Odlum Brown.

Odlum Brown's Rights to Limit Potential Losses or to Secure Payment of Obligations

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

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

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

Correction of Errors

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

Costs of Enforcement

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

Odlum Brown's Rights Cumulative

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

3.12 Trading Authorization and Powers of Attorney

Grant of Trading Authorization

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

Grant of Power of Attorney

If you have granted or at any time grant a power of attorney over the Account to any person by completing a form of grant acceptable to Odlum Brown in its absolute discretion, then that attorney has all the authority that you would have unless otherwise limited on the face of the document granting such power of attorney. It is your responsibility to monitor the actions of your attorney, and Odlum Brown is not required to notify you of them. You are bound by the actions of your attorney. Odlum Brown may deal with the attorney until Odlum Brown receives

written notice from you that the attorney's authority has been revoked or Odlum Brown receives written proof that the attorney's authority has been otherwise terminated at law (for example, by your death or incapacity). You will indemnify Odlum Brown against any loss, liability or expense (including legal fees on a solicitor and client basis) suffered by Odlum Brown in acting on the instructions of your attorney.

3.13 Limitation of Liability

General

Odlum Brown is not responsible for any loss, costs, damages or any failure to obtain any profit in connection with your Account or any Service, however caused, unless there was willful misconduct by Odlum Brown or Odlum Brown otherwise was grossly negligent and in such event Odlum Brown's liability shall be limited to any direct losses you suffer that are directly attributable to Odlum Brown's willful misconduct or gross negligence. In no event shall Odlum Brown be liable for indirect, special, consequential or other loss, damage or expense.

Access

If you requested electronic access to Odlum Brown's Client Centre at odlumbrown.com, Odlum Brown will use reasonable efforts to provide such access. However, Odlum Brown will not be liable to you or others for any loss, including any failure to obtain a profit, costs or damages which you may incur if such access is at any time unavailable.

Information Providers

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

3.14 Governing Law and Dispute Resolution

Regulation and Oversight

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

Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of British Columbia.

Forum for Disputes

In connection with any dispute that you may have against us or any person employed by us relating to the operation of the Account or any Transaction or intended Transaction in the Account or arising out of or relating to this Agreement you agree to submit to the exclusive jurisdiction of the courts of British Columbia, sitting in the City of Vancouver or if applicable to the Investment Industry Regulatory Organization of Canada ("IIROC") mandated arbitration program based in Vancouver, British Columbia.

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

Limitation of Action or Arbitration Proceeding

In the event that you have a claim against Odlum Brown or any of its employees you must initiate your claim either in the Provincial Court of British Columbia, Vancouver Registry or the Supreme Court of British Columbia, Vancouver Registry or under the IIROC arbitration program based in Vancouver, British Columbia not later than one year from the date your alleged cause of action arose. If you fail to commence your court action or arbitration proceeding within one year from the date your alleged cause of action arose you acknowledge and agree that your right to do so will be forever barred and your cause of action against Odlum Brown and any of its employees will become permanently extinguished.

3.15 Miscellaneous

Communications

Communications may take the form of notices, margin calls, demands, reports, statements and trade confirmations. Unless otherwise provided for in this

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

Proprietary Interest

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

Unclaimed Property

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

Currency Conversion

Transactions involving a security or the transfer of funds denominated in a currency other than the currency of the Account, will require a currency conversion. In such instance, Odlum Brown or its agent will act as principal in converting the currency as of the trade or process date. Odlum Brown and its agent may earn revenue based on the difference between the rate applied to the currency conversion and the rate at which the currency exposure is offset either internally or in the market.

No Waiver of Rights

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

Successors; Assignment

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

Changes, Additions or Amendments to this Agreement

If Odlum Brown wants or is otherwise required to give you notice of anything concerning your Account, including any change, addition or amendment to this Agreement, it may do so by publishing such notice on its website or by including a notification in your monthly account statement for your Account. Any such notice posted on the Odlum Brown website shall be effective five (5) business days from its posting or if given with the delivery of your monthly Account statement, the first day of the month immediately following the month of mailing.

Termination

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

In respect of Portfolio Managed Accounts:

- (a) you may terminate this Agreement by giving us notice in writing of termination, the effective date of such termination to be the date we receive your

notice, except with respect to transactions entered into prior to such receipt;

- (b) unless you have given us notice in writing that you wish to terminate this Agreement upon your death, this Agreement will, subject to paragraph (c) below continue until terminated by your legal representative(s); and
- (c) we may terminate this Agreement by giving you notice in writing of termination, the effective date of such termination to be not less than 30 days from the date we mail the notice to you.

Upon a notice of termination being given in respect of a Portfolio Managed Account by you we will become entitled to our final monthly fee as of the day we receive formal notice to transfer your Portfolio Managed Account. Your last monthly fee will be calculated and based on the value of your Account as of the date we receive the formal notice to transfer your Account.

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

Any termination of your Portfolio Managed Account will not effect a termination of any of your obligations to us that may have accrued and remain undischarged as of the date of termination.

Voting of Shares in Portfolio Managed Accounts:

Subject to the termination provisions set out above, unless you instruct us in writing to the contrary, the Portfolio Manager responsible for your Account may vote the shares in your Account in such manner he or she deems in his or her absolute discretion to be in your best interest. A record of how your Portfolio Manager votes your shares is available upon request.

PART 4: MARGIN AGREEMENT

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

4.1 Grant of Margin

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

4.2 Margin Requirements; Additional Margin

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

4.3 Odlum Brown's Right to Cancel

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

4.4 Payment on Demand

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

PART 5: OPTIONS TRADING AGREEMENT

If Odlum Brown has agreed to permit you to trade in Options, the following terms and conditions will govern your Account:

5.1 Risk Acknowledgement

You acknowledge and confirm that you:

- (a) have read and understood the Risk Disclosure Statement (Exchange Contracts) Notice which is located at odlumbrown.com under the link titled "Client Agreement and Notices", and that you are aware of the nature of the risks involved in both the purchase and the writing of Options; and

- (b) understand the terms of put and call option contracts and are willing to accept the risks inherent in trading such contracts.

5.2 Compliance

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

5.3 Business Hours

Odlum Brown will be open during local business hours but may execute orders at any time when the applicable exchange is open for trading, whether or not Odlum Brown is then open for other client business.

5.4 Execution of Orders

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

Instructions

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

Closing Position in Account

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

Exercise and Assignments of Exercise Notices

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

Correction of Errors

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

Limits and Requirements

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

5.5 Covenants as Security for Options Trading

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

5.6 Other Miscellaneous Covenants

You acknowledge and agree that:

- (a) you will not establish an Option position with one firm and, while maintaining it, have the same position closed out through another firm; and
- (b) you will not exceed in aggregate, either with Odlum Brown or elsewhere, either personally or in concert with others, any exercise or position limits, including limits or restrictions on short positions, under Applicable Laws, Rules and Regulations and/or the rules and policies of Odlum Brown. You acknowledge that Odlum Brown is required to report any position or exercise limit which is in violation to the regulatory authorities, and you consent to Odlum Brown reporting such violation with respect to the Account.

PART 6 and PART 7: RETIREMENT ACCOUNT AGREEMENTS

Parts 6 and 7 apply to Self-Directed RRSP/RRIF Accounts only

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

Canadian Western Trust Company (the “Trustee”), a trust company incorporated under the laws of Canada, hereby declares that it agrees to act as Trustee for you (the “Annuitant”) in accordance with paragraph 146(1) of the *Income Tax Act* (Canada) (the “Act”) in respect of the Odlum Brown Limited (“Odlum Brown”) Self-Directed Retirement Savings Plan (the “Plan”) referenced in your Account Application, upon the following terms.

6.1 Registration

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

6.2 Contributions

The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by

the Annuitant, or the Annuitant’s spouse, the same together with any income therefrom constituting a trust fund (the “Fund”) to be used, invested and held subject to the terms hereof.

6.3 Investment

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

6.4 Annuitant’s Account and Statements

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

6.5 Date of Birth

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

6.6 Retirement Income

The whole of the Fund shall be invested, used and applied by the Trustee for the purposes of providing a retirement income. The Annuitant will, upon 90 days’ written notice to the Trustee, specify the date for the commencement of retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 71, or such other age as prescribed by the Act (such date being referred to herein as “maturity”). Such notice shall indicate the name of the company from which such retirement income shall be purchased and shall instruct the

Trustee to liquidate the assets in the Plan and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereinafter set out, or to amend the Plan in order to permit the transfer of the value of such account to the carrier of the registered retirement income fund of the Annuitant. Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:

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

Any annuity so acquired:

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

or,

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

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

6.7 Withdrawals

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

6.8 Refund of Contributions

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

6.9 Splitting of Assets Upon Marriage Breakdown

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

6.10 Payment Upon Death

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

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

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

6.11 Designation of Beneficiary

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

6.12 Income Tax Receipts

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

6.13 Locked-In Retirement Account / Savings Plan

If, due to Plan Assets having been transferred into the Plan from a registered pension plan or other locked-in registered savings plan, the Annuitant has duly completed, signed and delivered an instrument in the form of a locking-in addendum for a locked-in retirement account or locked-in retirement savings plan, approved by the Trustee, such locking-in addendum shall be deemed to be part of this Declaration of Trust. In the event of a conflict, the provisions of such locking-in addendum and the provisions of applicable pension laws referred to therein will take precedence over any conflicting provisions hereof, or of any beneficiary designation made with respect to the Plan, provided that no provision of this Declaration of Trust will be interpreted to be in conflict with the requirements of the Applicable Tax Legislation. The Annuitant agrees to be bound by the terms and conditions set out in the locking-in addendum forming part of this Declaration of Trust.

6.14 Management and Ownership

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

6.15 Delegation

The Annuitant authorizes the Trustee to, and the Trustee may, delegate to Odlum Brown Limited ("Odlum Brown") the performance of the following duties and responsibilities of the Trustee under the Plan:

- (i) receiving the Annuitant's contributions under the Plan;
- (ii) investing and reinvesting the Fund in accordance with the directions of the Annuitant;

- (iii) holding the assets forming the Fund in safekeeping;
- (iv) maintaining the Annuitant's account;
- (v) providing statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Odlum Brown all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse Odlum Brown for its out-of-pocket expenses in performing the duties and responsibilities delegated to Odlum Brown by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that Odlum Brown will earn normal brokerage commissions or fees on investment and reinvestment transactions processed by Odlum Brown.

6.16 Trustee Fees and Expenses

The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Plan and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto, other than penalties and taxes for which the Trustee is liable under the Applicable Tax Legislation) shall be payable upon establishment of the Plan and as at April 1 of each year thereafter and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. The Annuitant will be provided with a minimum of sixty (60) days notice of any change to such fees and other charges.

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

Notwithstanding anything herein contained, the Trustee is empowered to realize, at its sole discretion, sufficient assets forming part of the Fund for payment of the fees and expenses referred to above and for payment of any taxes which may be payable in respect of the trust established

hereunder. Any such realization shall be made at such price or prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

6.17 Amendment

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

6.18 Notice

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

6.19 Limitation of Liability

(i) The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Plan.

(ii) Notwithstanding any other provisions hereof, the Trustee (including, for greater certainty, Odlum Brown) will not be liable in its personal capacity for or in respect of:

- a. any taxes or interest which may be imposed on the Plan under Applicable Tax Legislation (whether by way of assessment, reassessment or otherwise) or for any charge levied or imposed by any governmental authority upon or in respect of the Plan, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes and penalties imposed on the Trustee arising from its personal liability, including without limitation, arising from its administrative error, under Applicable Tax Legislation: or

- b. any loss suffered or incurred by the Annuitant, the Plan, or any beneficiary under the Plan caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by the Annuitant, a person designated by the Annuitant or any person purporting to be the Annuitant, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

(iii) The Annuitant, his or her legal personal representative, and each beneficiary under the Plan will at all times, indemnify and save harmless the Trustee in respect of any taxes, interest, penalties or other governmental charges which may be levied or imposed on the Trustee in respect of the Plan or any losses incurred by the Plan (other than losses for which the Trustee is liable in accordance herewith) as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Plan made in accordance with these terms and conditions or as a result of the Trustee acting or declining to act on any instruction given to it by the Annuitant. The Annuitant, where required or requested, will provide the Agent with such information as it may require in order to value assets being acquired or held by the Plan.

6.20 Replacement of Trustee

The Trustee, upon giving the Agent at least 90 days written notice or immediately if the Agent is for some reason incapable of acting in accordance with this Declaration of Trust, may resign, and the Agent, upon giving the Trustee at least 90 days written notice or immediately if the Trustee is for any reason incapable of acting as trustee hereunder, may remove the Trustee as the Trustee of the Plan, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor trustee. Such successor trustee will, within 90 days of its appointment, give written notice of its appointment to the Annuitant. A successor trustee will have the same power, rights and obligations as the Trustee. The Trustee will execute and deliver to the successor trustee all conveyances, transfers, and further assurances that may be necessary or desirable to give effect to the appointment of the successor trustee. Any successor trustee will be a corporation resident in Canada and authorized under the laws of the province of residence of the Annuitant indicated in the Account Application to carry out its duties and responsibilities as trustee under the Plan.

Subject to the requirements of the Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee will be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Annuitant.

6.21 Responsibility

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

6.22 Assignment by Agent

The Agent may assign its rights and obligations hereunder to any corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the Agent under the Plan, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

6.23 Heirs, Executors and Assigns

The terms of this Declaration of Trust will be binding upon the heirs, executors, administrators, and assigns of the Annuitant and upon the successors and assigns of the Trustee.

6.24 Governing Law

This Declaration of Trust will be governed and construed in accordance with the laws of British Columbia (and with respect to any locking-in addendum to the Plan containing provisions required by the laws of a province, in accordance with the laws of such province), the Applicable Tax Legislation and any other laws of Canada, which may be applicable.

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

Canadian Western Trust Company (the "Trustee") hereby declares that it agrees to act as Trustee for you (the "Annuitant") in accordance with paragraph 146.3(1) of the Income Tax Act (Canada) (the "Act") in respect of the Odium Brown Limited ("Odium Brown") Self-Directed Retirement

Income Fund (the “**Fund**”) referenced in your Account Application, upon the following terms and conditions:

7.1 Registration

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

7.2 Transfers to the Fund

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

- (a) either a registered retirement income fund under which the Annuitant is the annuitant, or a registered retirement savings plan under which the Annuitant is the annuitant, or
- (b) a registered retirement savings plan as a refund of premiums in accordance with paragraph 60(1) of the Act;
 - (i) following the death of the Annuitant’s spouse, or
 - (ii) where the taxpayer was dependent by reason of physical or mental infirmity, upon the annuitant whose death caused such refund of premiums, or
- (c) either a registered retirement savings plan or registered retirement income fund pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant’s spouse or former spouse in settlement of rights arising out of their marriage on or after the breakdown of their marriage, or
- (d) a registered pension plan of which the Annuitant is a member (within the meaning assigned by subsection 147.1(1)), or a registered pension plan in accordance with subsection 147.3(5) or (7), as permissible under subparagraphs 146.3(2)(f)(v) and (vi) of the Act.
- (e) a specified plan in circumstances to which subsection 146(21) of the Act applies.

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

7.3 Investment

The Trust Fund shall be invested and reinvested by the Trustee, on the direction of the Annuitant, provided that such investments are qualified for trusts governed by retirement income funds. The Trustee may, but need not, require any such direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances or any other property forming part of the Trust Fund from time to time, the Trustee may leave such cash or other property uninvested or may invest the same at its discretion. The Trustee shall not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Trust Fund.

7.4 Annuitant’s Accounts and Statements

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

7.5 Proof of Age

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

7.6 Splitting of Assets Upon Marriage Breakdown

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

of or upon the breakdown of their marriage, in accordance with paragraph 146.3(14)(b) of the Act.

7.7 Payments

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

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

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

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

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

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

7.8 Death of Annuitant

In the event of the death of the Annuitant prior to the Trustee paying all amounts required as described in subparagraph 7.7 and upon verification of a benefit entitlement under Applicable Tax Legislation, the Trustee will take instructions from the Annuitant's beneficiary or, if

the Annuitant has no beneficiary, the executor or personal representative of the Annuitant's estate, as to whether the Fund will be:

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

The Trustee will require, in its sole discretion, satisfactory evidence of the death of the Annuitant and any other documents pertaining to the death of the Annuitant prior to proceeding with a request to distribute the Fund or the proceeds of the Fund less any tax under Applicable Tax Legislation and any other related fees or costs. If the Annuitant's spouse has been designated specifically as the successor annuitant of the Annuitant as provided for in subparagraph 7.9 or by will, the Trustee shall continue the payments to the Annuitant's spouse in accordance with the provisions of subparagraph 7.7. If the Annuitant has designated more than one beneficiary of the Fund, the Trustee will distribute the Fund or the proceeds from the Fund to each beneficiary in the amounts designated by the Annuitant. If the Trustee cannot establish a valid designation of beneficiary or beneficiaries, the Trustee will distribute the Fund to the Annuitant's estate.

7.9 Designation of Successor Annuitant or Beneficiary

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

7.10 Voting Rights

The voting rights attached to the shares and/or units of the fund(s) or to any other securities registered in the name of

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

7.11 Life Income Fund

If, due to the Trust Funds having been transferred into the Fund from a registered pension plan, a locked-in registered savings plan or other life income fund, the Annuitant has duly completed, signed and delivered an instrument in the form of a locking-in addendum for a life income fund, approved by the Trustee, such locking-in addendum shall be deemed to be part of this Declaration of Trust. In the event of a conflict, the provisions of such locking-in addendum and the provisions of applicable pension laws referred to therein will take precedence over any conflicting provisions hereof, or of any beneficiary designation made with respect to the Fund, provided that no provision of this Declaration of Trust will be interpreted to be in conflict with the requirements of the Applicable Tax Legislation. The Annuitant agrees to be bound by the terms and conditions set out in the locking-in addendum forming part of this Declaration of Trust.

7.12 Management and Ownership

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

7.13 Delegation

The Annuitant authorizes the Trustee to, and the Trustee may delegate to Odlum Brown Limited ("Odlum Brown") the performance of the following duties and responsibilities of the Trustee under the Fund:

- (i) to receive the transfer of funds to the Annuitant's Fund;
- (ii) to provide the Annuitant with payments under the Fund in accordance with the Applicable Tax Legislation;
- (iii) to invest and reinvest the Trust Fund in accordance with the directions of the Annuitant;
- (iv) to hold the assets forming the Trust Fund in safekeeping;
- (v) to maintain the Annuitant's Fund;
- (vi) to provide statements to the Annuitant of the Annuitant's Fund;

and such other duties and responsibilities of the Trustee under the Fund as the Trustee may determine from time to time. The Annuitant also authorizes the Trustee to, and the Trustee may, pay Odlum Brown all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse Odlum Brown for its out-of-pocket expenses in performing the duties and responsibilities delegated to Odlum Brown by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that Odlum Brown will earn normal brokerage commissions or fees on investment and reinvestment transactions processed by Odlum Brown.

7.14 Trustee Fees and Expenses

The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Fund and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto, other than penalties and taxes for which the Trustee is liable under the Applicable Tax Legislation) shall be payable upon establishment of the Plan. Thereafter, such fees shall be payable at a time and frequency to be determined by Odlum Brown and shall be either charged to the Annuitant's account or, if the Annuitant has so instructed the Trustee in writing, billed to the Annuitant directly. The Annuitant will be provided with a minimum of sixty (60) days notice of any change to such fees and other charges.

If the Trustee and/or Odlum Brown makes a payment or transfer of all the assets of the Fund, other than a payment

pursuant to Article 7.7 hereof (excluding an additional payment) or a transfer to a registered retirement savings plan or a registered retirement income fund, for which the Trustee is not trustee, the Trustee shall be entitled to deduct a special service fee from any such transfer or additional payment amount.

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

7.15 Amendment

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

7.16 Notice

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

7.17 Limitation of Liability

(i) The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Fund.

(ii) Notwithstanding any other provisions hereof, the Trustee (including, for greater certainty, Odlum Brown) will not be liable in its personal capacity for or in respect of:

- a. any taxes or interest which may be imposed on the Fund under Applicable Tax Legislation (whether by way of assessment, reassessment or otherwise) or for any charge levied or

imposed by any governmental authority upon or in respect of the Fund, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, other than taxes and penalties imposed on the Trustee arising from its personal liability, including without limitation, arising from its administrative error, under Applicable Tax Legislation: or

- b. any loss suffered or incurred by the Annuitant, the Fund, or any beneficiary under the Fund caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by the Annuitant, a person designated by the Annuitant or any person purporting to be the Annuitant, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

(iii) The Annuitant, his or her legal personal representative, and each beneficiary under the Fund will at all times, indemnify and save harmless the Trustee in respect of any taxes, interest, penalties or other governmental charges which may be levied or imposed on the Trustee in respect of the Fund or any losses incurred by the Fund (other than losses for which the Trustee is liable in accordance herewith) as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Fund made in accordance with these terms and conditions or as a result of the Trustee acting or declining to act on any instruction given to it by the Annuitant. The Annuitant, where required or requested, will provide the Agent with such information as it may require in order to value assets being acquired or held by the Fund.

7.18 Replacement of Trustee

The Trustee, upon giving the Agent at least 90 days written notice or immediately if the Agent is for some reason incapable of acting in accordance with this Declaration of Trust, may resign, and the Agent, upon giving the Trustee at least 90 days written notice or immediately if the Trustee is for any reason incapable of acting as trustee hereunder, may remove the Trustee as the Trustee of the Plan, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor trustee. Such successor trustee will,

within 90 days of its appointment, give written notice of its appointment to the Annuitant. A successor trustee will have the same power, rights and obligations as the Trustee. The Trustee will execute and deliver to the successor trustee all conveyances, transfers, and further assurances that may be necessary or desirable to give effect to the appointment of the successor trustee. Any successor trustee will be a corporation resident in Canada and authorized under the laws of the province of residence of the Annuitant indicated in the Account Application to carry out its duties and responsibilities as trustee under the Plan. Subject to the requirements of the Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee will be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Annuitant.

Legislation and any other laws of Canada, which may be applicable.

7.19 Responsibility

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

7.20 Assignment by Agent

The Agent may assign its rights and obligations hereunder to any corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the Agent under the Fund, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

7.21 Heirs, Executors and Assigns

The terms of this Declaration of Trust will be binding upon the heirs, executors, administrators, and assigns of the Annuitant and upon the successors and assigns of the Trustee.

7.22 Governing Law

This Declaration of Trust will be governed and construed in accordance with the laws of British Columbia (and with respect to any locking-in addendum to the Plan containing provisions required by the laws of a province, in accordance with the laws of such province), the Applicable Tax