

CANACCORD GENUITY CORPORATION SELF-DIRECTED LOCKED-IN RETIREMENT ACCOUNT AGREEMENT

THIS ADDENDUM dated the ____ day of _____, 20__.

Contract (the "**Contract**") for the establishment of a Locked-In Retirement Account (the "**LIRA**") **574-503** between Computershare Trust Company of Canada (the "**Trustee**"), a trust company incorporated under the federal laws of Canada and having a place of business at 510 Burrard Street, Vancouver, BC, V6C 3B9 and the applicant (the "**Annuitant**") named in the application for a Canaccord Genuity Corporation Self-Directed Retirement Savings Plan, Declaration of Trust (the "**RSP**"), such application as found on the reverse side hereof or as attached hereto (the "**Application**"). The parties hereby agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, as follows:

- 1. Registration:** The Trustee shall apply for registration of the LIRA on behalf of the Annuitant with the appropriate taxation authorities in Québec and Canada and declares that, where required by applicable pension legislation, the text of this Contract has been filed with and accepted by the appropriate pension authorities in Québec and Canada. The LIRA held and maintained by the Trustee for the Annuitant shall be invested, used and applied by the Trustee for the purposes specified in the *Supplemental Pension Plans Act* (Québec) (the "**Québec Act**").
- 2. Compliance:** The LIRA shall at all times comply with all relevant provisions of the *Income Tax Act* (Canada) (the "**Act**"), the *Taxation Act* (Québec), the Québec Act and the *Regulation respecting supplemental pension plans* (c. R-15.1, r. 1, the "**Regulation**"). The Act, the *Taxation Act* (Québec), the Québec Act, the Regulation, provincial securities legislation, provincial legislation governing investment dealers, and any other governing legislation applying to locked-in retirement accounts, including any regulations, policies, rules, decrees, court orders or other provisions thereunder, all of which shall hereinafter collectively be referred to as the "**Applicable Legislation**". All references herein to legislation shall include all statutes, regulations or provisions related thereto, all as may be amended, re-enacted or replaced from time to time.
- 3. Definition of Spouse:** The term "spouse" ("**Spouse**") when used herein refers to the person who fulfils the conditions specified in the Act and in Section 85 of the Québec Act, and spousal status is established on the day on which payment of the pension to the Annuitant begins or on the day preceding the Annuitant's death, whichever comes first. Notwithstanding the aforementioned or anything to the contrary contained in herein, including any endorsements forming a part hereof, Spouse does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting RRSPs.
- 4. Declaration of Trust:** The Annuitant has signed the application and declaration of trust for the RSP, agreeing to be bound by the terms thereof. The Annuitant agrees to be bound by the terms of the Contract as well. If there is a conflict between the provisions of the RSP and those of the Contract, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. If there is a conflict between the Contract and the RSP and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. The Act shall prevail, in case of conflict with any of the foregoing.
- 5. Application of Contract:** This Contract applies only to the funds transferred to this LIRA in accordance with the RSP, together with interest or earning on those funds.
- 6. Contributions:** The Trustee shall accept from time to time only such transfers of cash or other property acceptable to the Trustee as may be directed by the Annuitant. The Annuitant hereby declares that the sums transferred wholly derive, directly or initially, from:
 - a) a fund established under a registered pension plan subject to the Québec Act and in accordance with the Act;
 - b) a fund established under a supplemental pension plan governed by an act emanating from a legislative authority other than the National Assembly of Québec and granting entitlement to addeferred pension;
 - c) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Savings Plans Act* (Quebec);
 - d) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided the Annuitant had joined that plan as part of his or her employment;
 - e) a fund established under a supplemental pension plan established by an act emanating from the National Assembly of Québec or from another legislative authority;
 - f) a fund established under an annuity contract contemplated in Section 30 of the Regulation in accordance with subsection 146(1) of the Act;
 - g) a life income fund contemplated in Section 18 of the Regulation;
 - h) another locked-in retirement account.
- 7. Investments:** The Trustee shall invest and reinvest the assets in the LIRA, on the direction of the Annuitant, in such securities that are eligible for trusts governed by registered retirement savings plans and acceptable to the Trustee from time to time, at the then current market value (including acquisition charges if applicable) of the securities. The Trustee may, but need not, require any such direction to be in writing. The Trustee shall not be limited to securities authorised by law for investment by trustees. In the absence of a direction from the Annuitant as to the investment of any assets forming part of the LIRA from time to time, the Trustee may leave such assets uninvested or may invest same in its sole discretion. By way of a duly executed Power of Attorney, the Annuitant may appoint an agent satisfactory to the Trustee to give investment instructions. The Trustee shall not incur any liability when acting upon the instructions of such agent. Notwithstanding any other provisions hereof, the Trustee may at its sole discretion decline to make any particular investment for any reason.

- 8. Annuitant's Responsibility:** The annuitant is solely responsible, to the entire exoneration of the trustee, to ensure that the assets and securities held in the LIRA are invested in compliance with the investment rules under the applicable legislation, including that all securities held are qualified investments for a locked in retirement account under the act and similar provincial legislation and that investments in foreign property do not exceed limits prescribed by the act and similar provincial legislation.
- The trustee shall not be bound to verify whether an investment made pursuant to the annuitant's instructions is a qualified investment or foreign property within the meaning of the acts or of similar provincial legislation.
- The annuitant shall ensure that payments requested from the LIRA do not exceed the maximum amount specified by applicable legislation.
- The trustee shall not be liable for any income tax, charge or tax that the annuitant may be required to pay on a non-qualified investment, foreign property or payments from the LIRA or for any loss or shortfalls resulting from the investment or reinvestment of the assets of the LIRA, the sale or other disposition of assets held in the LIRA.
- the trustee shall be entitled to act upon any instrument, certificate, notice or other writing believed by the trustee to be genuine and properly signed or presented. The trustee shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein. When the LIRA is terminated, and the proceeds thereon are withdrawn, the trustee shall be released and discharged from any further responsibility or obligation in connection therewith.
- The annuitant at all times indemnifies and saves harmless the trustee in respect of any taxes, assessments or other charges levied or imposed upon or in respect of the LIRA.
- the trustee shall not be liable for or in respect of any loss or damages suffered or incurred by the LIRA, the annuitant or any other person in connection with the LIRA, as a result of the acquisition, retention or transfer of any investment, or as a result of payments or distributions out of the LIRA, made in accordance with the terms hereof or as a result of the trustee acting or declining to act upon any instructions given to the trustee, unless caused by or resulting from gross negligence, willful misconduct or lack of good faith on the part of the trustee, its directors, officers or employees.
- without limiting the generality of the foregoing, the annuitant shall have no claim whatsoever against the trustee 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 LIRA or the LIRA assets ("**LIABILITIES**"), provided that the foregoing will not apply in respect of any action or failure to act by the trustee arising from or in connection with the trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard of any duty.
- Subject to the foregoing, the annuitant shall indemnify and save harmless the trustee, its associates and affiliates and each of their respective directors, officers, custodians, agents (including the agent) and employees from and against all liabilities (including all expenses reasonably incurred in the defence thereof) of any nature whatsoever which may at any time be brought against the trustee 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 LIRA. Where the trustee makes any claim for indemnification hereunder against the LIRA, the annuitant acknowledges that the agent shall withdraw payment therefore from the LIRA and forward such payment to the trustee on a timely basis. If the assets of the LIRA are insufficient to cover the trustee's claim for indemnification, or if the trustee's claim for indemnification is made after the fund has ceased to exist or after all distributions have been paid out of the fund, the annuitant shall pay the amount of the trustee's claim for indemnification directly to the trustee.
- The annuitant specifically acknowledges that the trustee shall have no liabilities caused by any action or inaction of the agent.
- 9. Indemnification:** The Annuitant, any beneficiary receiving proceeds payable hereunder and the personal legal representatives of the Annuitant, if any, shall at all times indemnify and save harmless the Trustee against any taxes, assessments, expenses, including reasonable legal fees, liabilities, penalties, claims and demands arising out of the holding and depositing of the investments in the LIRA or arising from the performance of the Trustee's duties and obligations hereunder, other than as the result of the Trustee's gross negligence or wilful misconduct. If the LIRA becomes liable for tax, interest or penalties under the Act or similar provincial legislation, the Annuitant authorises the Trustee to redeem sufficient assets in the LIRA to pay such liability.
- 10. Shortened Life Expectancy:** The Annuitant may withdraw all or part of the balance of the LIRA and receive a payment or a series of payments where a physician certifies that the Annuitant's physical or mental disability reduces the Annuitant's life expectancy, and upon presentation of any other documentation as the Trustee may require.
- 11. Conversion to a Retirement Income:** The Annuitant may require the Trustee to convert the balance of the LIRA into a retirement income, unless the agreed to term for investment of the LIRA, or any part thereof, has not expired.
- The total value of the LIRA shall be converted into a retirement income not later than December 31 of the year a retirement income must begin, as required under the Act. The Annuitant will, upon 90 days' written notice to the Trustee, specify the date for the commencement of a retirement income. 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 LIRA and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereof.
- With the exception of the situation of the death of an Annuitant referred to in Section 16 hereof, the transfer of all or part of the balance of the LIRA into another pension plan pursuant to Section 18 hereof, the withdrawal of the LIRA pursuant to Section 10 hereof or the withdrawal of a lump sum pursuant to Section 12 hereof, the retirement income must consist of a life pension guaranteed by an insurer (the "**Life Annuity**") which must meet all the conditions and requirements specified in the Québec Act and the Applicable Legislation including that:
- a) The Life Annuity must be established for the life of the Annuitant alone or for the duration of the life of the Annuitant and the life of the Annuitant's Spouse.

b) The Life Annuity must be paid in equal amounts at least annually unless each periodical payment is uniformly increased according to an index or a rate provided for in the Life Annuity agreement as provided for in the Act or uniformly adjusted by reason of a seizure effected on the benefits of the purchasers, by reason of a redetermination of the Annuitant's pension, by reason of the partition of the benefits of the Annuitant with the Annuitant's Spouse, by reason of the payment of a temporary pension under the conditions for in section 91.1 of the Quebec Act, or by reason of an election pursuant to Section 93 (3) of the Québec Act.

c) In the event of the death of an Annuitant, the Life Annuity must be granted to the Annuitant's Spouse in the form of a life pension equal to at least 60% of the amount of the Annuitant's pension, including the replacement period, the amount of any temporary pension, unless the Annuitant's Spouse has waived such pension in a form and manner set out in the Québec Act and acceptable to the Trustee and such waiver has not been revoked according to Section 17 hereof.

If the Annuitant fails to instruct the Trustee at least 60 days prior to the end of the calendar year in which a retirement income for the Annuitant must commence, as required by the Act, the Trustee shall liquidate the assets in the LIRA, subject to the requirements of Applicable Legislation. If the value of the property in the LIRA exceeds \$10,000 (or such greater or lesser amount as the Trustee may in its sole discretion determine), the Trustee in its sole discretion may transfer the property in the LIRA to a registered retirement income fund of the Annuitant, prior to the end of the year in which the such retirement income for the Annuitant must commence. The Trustee shall act as the Annuitant's attorney to establish the retirement income fund and will administer it as trustee in accordance with the provisions of Applicable Legislation. If the value of the property in the LIRA is less than \$10,000 (or such a greater or lesser amount as the Trustee may in its sole discretion determine), the Trustee shall hold the proceeds in a non-registered interest-bearing deposit account with the Trustee on behalf of the Annuitant, and the Trustee shall be entitled to collect fees for the administration of the deposit account directly from that account.

12. Lump Sum Withdrawal: The entire balance of the LIRA may be paid to the Annuitant in a lump sum on application to the Trustee accompanied by a declaration in conformity with that prescribed by Schedule 0.2 of the Regulation, on the following conditions:

- a) The Annuitant was at least 65 years of age at the end of the year preceding the application; and
- b) The aggregate of the sums accumulated in his or her account in the following plans:
 - defined contribution pension plans;
 - defined contribution or defined benefit pension plans, by applying provisions identical to those for a defined contribution plan;
 - life income funds;
 - locked-in retirement accounts;
 - registered retirement saving plans of which the balance must be converted into a life annuity (locked-in RRSPs);
 - voluntary retirement savings plans governed by the *Voluntary Retirement Savings Plans Act* (c. R-17.0.1), does not exceed 40% of the maximum pensionable earnings determined in accordance with the *Act respecting the Québec Pension Plan* for the year during which the Annuitant applies for payment.

The entire balance of the LIRA may also be paid in a lump sum to the Annuitant upon an application to the Trustee accompanied by a declaration in conformity with that prescribed by Schedule 0.2 of the Regulation provided that the agreed to terms of investment has not expired and that the Annuitant has not resided in Canada for at least two years.

The seizable portion of the balance of the LIRA may be paid in a lump sum in execution of a judgement rendered in favour of the Annuitant's Spouse that gives entitlement to a seizure for unpaid alimony.

13. Refund of Contributions: The Trustee shall, upon written application by the Annuitant in a form satisfactory to the Trustee, refund to the taxpayer the amount established according to paragraph 146(2)(c.1) of the Act and to any similar provision of the *Taxation Act* (Quebec), in respect of such application. The Annuitant shall be responsible for determining the amount of such refund.

14. Statements and Accounts: The Trustee will cause to be established and maintained an account (the "**Account**") in the name of the Annuitant which will reflect all contributions made to the LIRA, all investment transactions made on the directions of the Annuitant, and any withdrawals from the LIRA. At least once annually, the Trustee shall cause to be forwarded to the Annuitant a statement indicating the sums deposited and their source, the accumulated earnings, if any, the fees debited since the last statement, and the balance of the LIRA.

15. Valuation of Accounts: The value of the LIRA for all purposes will be equal to the total market value of the investments held in the LIRA after deduction of any fees and expenses properly chargeable to the LIRA. The market value of the investments shall be established by the Trustee or its Agent as defined in the RSP, using market prices in accordance with the standards in general use in the securities industry from time to time. If a payment is made by the Trustee from the LIRA which is contrary to the provisions of this agreement or the Regulation, the Annuitant may, unless the payment is attributable to a false declaration by him/her, require that the Trustee pay him/her, as a penalty, a sum equal to the irregular payment.

16. Death of the Annuitant: In the event that the Annuitant dies prior to the conversion of the balance of the Account into a Life Annuity, the Spouse of the Annuitant (or where no Spouse exists, the successors of the Annuitant) shall be entitled, upon the presentation of documents as may be required by the Trustee, to a benefit, payable in a single payment, in an amount equal to the balance of the Account at the date of death after deduction of costs and fees and, where applicable, income tax withheld at source.

The Annuitant's Spouse may waive his/her right to receive the balance of the LIRA by way of a written notice address to the Trustee. Such waiver may itself be revoked by the Annuitant's Spouse by way of a written notice addressed to the Trustee before the Annuitant's death.

Upon payment being made in accordance with this Section 16, the Trustee shall be fully discharged from any further duty, obligation and liability in connection with the LIRA.

- 17. Rights of the Spouse:** The Spouse of the Annuitant may, at any time before the date of conversion of the total balance of the LIRA into a Life Annuity, waive his or her entitlement to the surviving spouse's pension discussed in Section 11 c) hereof. Such waiver may itself be revoked by the Annuitant's Spouse by way of a written notice to the Trustee before the date of conversion, in whole or in part.

The Spouse of the Annuitant ceases to be entitled to the benefit described in Section 16 hereof, or as the case may be, to the surviving spouse's pension described in Section 11 c) hereof, upon separation from bed and board, divorce, dissolution of civil union, annulment of marriage or civil union, or, in the case of an unmarried Spouse, upon the cessation of the conjugal relationship, unless the Annuitant has transmitted to the Trustee the notice provided for in Section 89 of the Québec Act.

- 18. Transfers:** The Annuitant may, unless the term agreed to for the investments held in the LIRA has not expired, transfer all or part of the balance of the LIRA into any of the following:

- a) registered pension plan governed by the Québec Act and in accordance with the Act;
- b) a life income fund as provided for in Section 18 of the Regulation;
- c) a supplemental pension plan governed by an act emanating from a legislative authority other than the National Assembly of Québec and granting entitlement to a deferred pension;
- d) a supplemental pension plan established by an act emanating from the National Assembly of Québec or from another legislative authority;
- e) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Saving Plan Act* (Quebec);
- f) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided that the annuitant joined that plan as part of his or her employment;
- g) a locked-in retirement account referred to in Section 29 of the Regulation; or
- h) an annuity contract in accordance with subsection 146(1) of the Tax Act and Section 30 of the Regulation.

At the option of the Trustee, any transfer made pursuant to the present Section 18 of the Regulation may be made by remittance of the investment securities in the LIRA.

Upon such transfer, the Trustee shall be fully discharged from any further duty, obligation and liability with respect to the assets of the LIRA so transferred.

- 19. Proof of Age:** The statement of the Annuitant's age and, where applicable that of the Annuitant's Spouse, contained in the Annuitant's Application shall constitute a certification by the Annuitant thereof and an undertaking by the Annuitant to provide any further evidence or proof of age as may be required. The Trustee shall be entitled to rely on all information provided in the Application, and shall be under no duty to make further inquiry thereto.

- 20. No Advantage:** No advantage that depends in any manner whatsoever on the existence of the LIRA may be granted to the Annuitant or to a person with whom the Annuitant is not dealing at arm's length, other than the benefit permissible under the Act and similar provincial legislation.

- 21. Amendment:** The Trustee may at any time, unilaterally and without notice, amend the Contract in order to bring it into compliance with the Applicable Legislation. The Trustee may from time to time, upon prior notice to the Annuitant, make any other amendments to the Contract. However, the Trustee may not make any amendment that would entail a reduction of the benefits resulting from the Contract unless the Annuitant is entitled, before the date of the amendment, to a transfer of the balance of the LIRA and has received, at least 90 days before the date on which the Annuitant may exercise that entitlement, a notice indicating the subject of the amendment and the date from which the Annuitant may exercise that entitlement. Any amendment must conform to the standard agreement as amended and registered with Retraite Québec and the Canada Revenue Agency.

Any transfer made pursuant to the present Section may, at the option of the Trustee, be made by remittance of the investment securities in the LIRA.

- 22. Non-Assignability and Exemption From Seizure:** Neither the LIRA, nor any payment required to be made in accordance with the provisions hereof, may be assigned or transferred to another, in whole or in part, nor may they be pledged, hypothecated, charged or otherwise encumbered, attached or disposed of.

The LIRA and any benefit arising therefrom are non-seizable unless otherwise provided for in the Applicable Legislation.

- 23. Notices:** Any notice given by one of the parties hereto to the other party or by the Agent to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the following addresses: in the case of the Annuitant, to the Annuitant's address as set out in the accompanying Application and, in the case of the Trustee, to the address set out on the first page hereof, or to any subsequent address as provided by either party to the other in writing from time to time, and any such notice shall be deemed to have been given on the second business day following the day of mailing.

- 24. Contract Binding:** The provisions of this Contract shall be binding upon the Annuitant's heirs, liquidators, administrators, representatives and assigns and upon the Trustee's successors and assigns. On the date of the final payment required hereunder, the Trustee shall be discharged from all further duties, obligations and liabilities with respect to this Contract.

- 25. Fiscal Year:** The fiscal year of the LIRA ends on December 31 of each year and may not exceed 12 months.

- 26. Governing Law:** This Contract shall be construed, enforced and administered according to the laws of the province of Québec and the laws of Canada applicable therein.

27. Language: It is the express wish of the parties hereto that this Contract and any documents related to it be drawn up in the English language. Les parties ont expressément convenu que cette convention et tous documents s'y rapportant soient rédigés en anglais.

28. Access to file: The Annuitant understands that the information contained herein shall be maintained in a file headed "Investments". The object of this file is to enable the Trustee, the Agent and their respective agents or representatives, to assess the present Application, answer any questions the Annuitant may have regarding this Application and the file in general, manage the Account and any claim or instructions received by Annuitant on an ongoing basis and develop programs for their clients.

The personal information contained in this file may be used by the Trustee or by the Agent to make any decision relevant to the object of the file and only the Trustee or the Agent's employees, agents, representatives and any other person required for the execution of the Trustee's duties and obligations, or any other person expressly authorised in writing by the Annuitant may have access to the file.

Furthermore, the Annuitant understands that his/her file will be kept at the Trustee's place of business mentioned on the first page hereof and that the Annuitant is entitled to consult his/her file at same address and, when applicable, to have it corrected. The Annuitant must, in order to exercise these rights, send a written notice to the Trustee at its above-mentioned place of business.

IN WITNESS WHEREOF the parties hereto have read this Contract and have caused this Contract to be executed as of the date indicated on the Application.

YOUR CURRENT MARITAL STATUS:

(This data is necessary in order to complete prescribed government forms.)

<input type="checkbox"/>	Single	<input type="checkbox"/>	Married
<input type="checkbox"/>	Common law	<input type="checkbox"/>	Divorced
<input type="checkbox"/>	Separated	<input type="checkbox"/>	Widowed

Annuitant's signature

Annuitant's name (please print)

Annuitant's Account Number

CANACCORD GENUITY CORPORATION as agent for:
COMPUTERSHARE TRUST COMPANY OF CANADA

per: _____