



Tax Free Savings Account Agreement

TFSA Power Savings Account _____

TFSA Power GIC Account _____

The applicant is known as the "Accountholder". This arrangement for a TFSA is known as the "Account". The Account is governed by the terms and conditions of this Agreement, the attached application and applicable law including, without limitation, the Income Tax Act. These Account Terms are binding upon account holder and each of account holder's successors, assigns and legal representatives. The terms spouse, common-law partner and survivor have the same meanings as defined or used under the Act, as it may be altered or amended from time to time. The Accountholder is referred to as the "Holder" in the Act.

SBI Canada Bank (SBIC) agrees to act as the depository for the person, (referred in this Tax Free Savings Account Agreement as the "Account holder") under the arrangement to be registered under account holder's Social Insurance Number as a Tax Free Savings Account.

1. Accountholder

The Accountholder must be an individual who is at least 18 years of age at the time that a Tax Free Savings Account Application is submitted to SBIC. The statement of account holder's date of birth on the Tax Free Savings Account Application will constitute account holder's certification and agreement to provide such further evidence of proof of age as may be required for the establishment of account holder's Tax Free Savings Account. SBIC will rely solely on account holder's statements regarding account holder's age and eligibility for a Tax Free Savings Account, and will not be liable in any way for any tax consequences imposed as a result of incorrect statements submitted to SBIC in respect of the account opening process.

2. Registration

SBIC will file an election to register the arrangement as a Tax Free Savings Account in accordance with section 146.2 of the Income Tax Act (Canada) and if applicable, the provisions of any income tax legislation of the Province where accountholder reside.

3. Contributions and transfers in

No one other than the Accountholder may make a contribution. Contributions and transfers (from another TFSA) of cash and other property may be made to the Account by the Accountholder. The applicant may contribute an amount up to his contribution room for the year.

4. Excess Contributions

In order to qualify for any applicable tax exemptions, all contributions must be made in accordance with section 146.2 of The Income Tax Act (Canada). It is solely the Account holder's responsibility to determine whether there is an excess TFSA amount (as defined under the ACT) of the Account Holder at any time in a year. For any such excess TFSA amount, it is the responsibility of the Account holder to file an income tax return and pay the applicable tax under Part xi.01 of the Act. The excess contribution if any would be subject to tax of 1% per month for each month the excess remains in the plan.

5. Distributions

A full or partial refund of the contributions from SBIC may be requested by the Accountholder, upon such notice as SBIC may permit. The Tax Free Savings Account permits distributions to be made to reduce the amount of tax otherwise payable by the Holder under sections 207.02 or 207.03 of the Income Tax Act (Canada). Any withdrawals made in the previous year would be added to the contribution room for the year. Any unused contribution room from the previous year would be added to the contribution room for the year.

6. Exclusive Benefit

The Tax Free Savings Account will be maintained for the exclusive benefit of the account holder. At all times while there is a Holder of the Tax Free Savings Account, anyone that is neither the Holder nor the Issuer of the Tax Free Savings Account is prohibited from having any rights under the Tax Free Savings Account relating to the amount and timing of distributions and the investing of funds.

7. Transfer to another Tax Free Savings Account Arrangement

The Accountholder may at any time instruct, SBIC to make a transfer of all or any part of the property held in connection with the Tax Free Savings Account (or an amount equal to its value) to another tax free savings account of which the Account holder is the holder.

8. Death

In cases where account holder has not elected account holder's spouse or common-law partner to become the holder of account holder's Tax Free Savings Account as provided for by section 14 or by account holder's will, once SBIC has received the documentation required, SBIC shall, pay the Tax Free Savings Account proceeds by a single payment, less required income tax deductions, to account

holder's designated beneficiary and notify account holder's estate representative of any resulting tax liability. In instances where account holder have not designated a beneficiary as provided for by section 14, the Tax Free Savings Account proceeds will be paid by a single payment, less required income tax deductions to account holder's estate. When SBIC has made the payment of the fund proceeds to account holder's designated beneficiary or to account holder's estate, SBIC will be considered as fully discharged from any further liability with respect to account holder's Tax Free Savings Account.

9. No Advantages

No advantage that is conditional on the existence of the Tax Free Savings Account may be extended to account holder or to any person with whom account holder do not deal at arm's length other than those advantages or benefits which may be permitted under subsection 207.01(1) of the Income Tax Act (Canada) under the definition of "advantage" within that Act.

10. Residency

Account holder agrees to inform SBIC without delay if account holder ceases to be a resident of Canada for Canadian tax purposes. Account holder will be solely responsible for any tax consequences arising from contributions made at a time in which account holder is a non resident for Canadian tax purposes, even if account holder provided SBIC with a notice under this section.

11. Amendments

- a) With the approval from the Minister of National Revenue and any provincial tax authorities if applicable, SBIC may make amendments to the Tax Free Savings Account Agreement provided however that any amendments shall not disqualify the account as a TFSA acceptable for registration under the Act or any applicable provincial legislation.
- b) SBIC may resign from its agreement to act as the depository under this Tax Free Savings Account and be discharged from all future duties and liabilities hereunder upon giving account holder three month's notice in writing. SBIC may provide shorter notice if account holder gives his /her consent to this. Should account holder elect to terminate the services of the Issuer and appoint a successor issuer, SBIC shall transfer the proceeds of the Tax Free Savings Account to the successor issuer within a period of three months from receipt of written notification from account holder that a change of Issuer is directed.

12. Holder's Account

SBIC will:

1. maintain an account for account holder which will record particulars of all contributions to the Tax Free Savings Account and their investment;

2. prepare and forward to account holder an annual Tax Free Savings Account statement showing all transactions during the preceding year; and
3. prepare and forward to account holder any documents / information as may be required to be provided by the Tax Acts.

13. Successor Holder or Beneficiary Designation

If applicable laws of the jurisdiction, in which the account holder resides or is domiciled in, allow, a participant in, or holder of a tax free savings account may validly designate a beneficiary or successor holder. The account holder may, by instrument in writing designate account holder's spouse or common-law partner as a successor holder or any other person as beneficiary to receive the value of account holder's deposits in account holder's Tax Free Savings Account in the event of account holder's death. Such person shall be deemed to be the successor holder or designated beneficiary for the purposes of the Tax Free Savings Account unless such person shall predecease account holder or unless account holder revokes such designation by an instrument in writing in a form prescribed by SBIC and delivered to SBIC prior to account holder's death.

14. Indemnification and Protection of the Issuer

SBIC shall not be liable in its personal capacity for or in respect of any taxes, interest or penalties which may be imposed on SBIC in respect of the Tax Free Savings Account, whether by way of assessment, reassessment or otherwise, or for any other charges imposed by any governmental authority, as a result of payments out of the Tax Free Savings Account, the purchase, sale or retention of any investment, or otherwise. SBIC may reimburse itself for or may pay any such taxes, interest, penalties, or charges out of the assets of the Tax Free Savings Account other than taxes, interest, penalties, or charges that are attributable to the issuer. Account holder and account holder's heirs, executors and administrators shall at all times indemnify and save harmless SBIC in respect of any such taxes, interest, penalties or charges imposed upon SBIC in respect of the Tax Free Savings Account, other than taxes, interest, penalties, or charges that are attributable to the issuer. In addition, SBIC shall not be liable in its personal capacity for, or in respect of, any loss suffered or incurred by the Tax Free Savings Account, account holder or by any beneficiary under the Tax Free Savings Account, caused by or resulting from any purchase, sale or retention of any investment unless caused by or resulting from our dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

15. Consent and Disclosure of Personal Information

The accountholder consents to the collection by the bank of personal information about the account holder from other persons, including credit bureaus and persons with whom the account holder has had or may have financial dealings; the use and disclosure by the Bank of personal information for the purposes described in section 3 of the Bank's Privacy Policy; and non-sensitive personal information to offer to the account holder products and services that the Bank believes maybe of

interest to the account holder (unless the account holder has "opted out " of such use.) Subject to such opting out, disclosure of the personal information referred above to selected third party companies maybe made so that they can offer products and services to the account holder. The privacy policy is available by calling toll-free 1 866 SBIC NOW, writing to SBI Canada Bank, 77 City Centre Drive, Suite #106, Mississauga, Ontario, Canada L5B 1M5 or visiting the bank's website at www.sbicanada.com. The account holder may opt out for purposes stated above by writing to SBIC at the above address.

16. Protecting the account holder's privacy :

SBIC is committed to keeping personal and financial information of its customers confidential. In our Privacy Policy, we explain why we ask for your personal and financial information, how we protect your records, when we release your information, and how you can view, check and correct if needed. If you have any concerns, please ask us for a copy.

Date: _____

Customer Name: (Print Name below)

Witness Name: (Print name below)

Customer Signature:

Witness Signature:
