

Terms and Conditions

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Introduction

We challenge successful Canadian families to take action on what's important to drive exceptional outcomes today and through times of transition.

You (the "Client", "you", or "your") have entrusted us with your financial security; your goal is to preserve and build your wealth. Our goal is to enable you to pursue your dreams with the peace of mind that comes from having a trusted wealth partner. In providing you with sound advice and a great experience, we follow three principles: simplify, understand and guide.

This booklet outlines the terms and conditions that guide you through your relationship with BMO Private Investment Counsel Inc. ("BPIC", "we", "us", "our" or the "Manager") where we act

as your portfolio manager and have discretionary investment authority over the securities or cash in your account(s) ("Account") with us. The terms and conditions described in this document are subject to any investment objectives and restrictions that may be set forth in an investment policy statement ("IPS") that may be prepared for your Account. The IPS forms part of this Agreement.

Please take the time to read through this booklet. We appreciate the opportunity to help you build and protect your wealth.

Understanding You... Our Most Important Step

II. What we need from you

II.1 Authority to Enter into this Client Account Agreement (the "Agreement")

- a) You have opened one or more Accounts with us and have appointed us as the portfolio manager of your Account.
- b) If you are a trustee or other fiduciary, you as trustee or fiduciary represent that the services provided under this Agreement and Account Application are permitted within the scope of the investments authorized pursuant to the plan, trust and/or applicable law and that you as trustee or fiduciary are duly authorized to negotiate the terms of this Agreement and Account Application and to enter into this Agreement and Account Application.
- c) If you are a corporation, the signatory on your behalf represents that the execution and delivery of this Agreement and Account Application have been duly authorized by appropriate corporate action. You will advise us of any event that might affect this authority or the propriety of this Agreement or Account Application.

II.2 Our Authority as the Portfolio Manager

You authorize us to manage all or any part of your Account, including without limiting the generality of the foregoing to carry out the following:

- a) to invest, reinvest, hold in cash and otherwise manage your Account, without obtaining your approval or consulting with you or any other person before making an investment decision;
- b) to purchase, sell, exchange, convert and otherwise trade in or deal with any security (including any in-specie transactions) in accordance with the investment objectives and investment restrictions for your Account, on your behalf and at your risk, and in so doing place orders with securities dealers and execute and deliver such documents, including subscription agreements, instruments of transfer and conveyance, as we consider necessary or advisable to carry out and give effect to the terms of this Agreement;
- c) to instruct BMO Trust Company ("BMT"), as custodian, or another affiliated company or unaffiliated company appointed to act as custodian (each a "Custodian") to deliver securities in your Account that are sold, exchanged or otherwise disposed of and to pay cash for securities acquired upon delivery thereof to the Custodian;
- d) to give instructions to the Custodian, consistent with the normal procedures and the timeliness requirements of the Custodian;

- e) to consult with legal counsel about any question which may arise about our duties under this Agreement and to engage such agents and advisors as we require from time to time;
- f) generally to perform any other act necessary to enable us to carry out our obligations under this Agreement;
- g) to exercise at our discretion, unless otherwise required by law, all voting and other rights in securities, including securities issued by us or our associated or affiliated companies. For greater certainty, we may determine not to exercise our discretion (absent any specific direction from the Client) to vote in respect of any securities, including securities issued by us, or our associated or affiliated companies, or securities Funds (defined in Section II.8) managed by companies affiliated or associated with us;
- h) to retain sub-advisors as we deem appropriate, including our affiliates, to provide investment advisory services with respect to your Account, provided that we will at all times be responsible for the provision of such services as if such services had been provided solely by us;
- i) to hold any cash for your Account on deposit in an interest bearing account with the Custodian or any of its affiliates;
- j) to perform all acts necessary to enter into and participate in class action lawsuits and settlements to class action lawsuits on your behalf, relating to securities held in your Account, all as we may determine, in our sole discretion; and
- k) to commingle cash held for and on behalf of your Account with cash held for and on behalf of other accounts we manage, from time to time.

II.3 Your Representations and Warranties

You represent and warrant to us that:

- a) you are the owner of the securities delivered to the Custodian for administration under this Agreement and, except for security interests created or permitted under this Agreement, the property is free and clear of all liens, charges, and other encumbrances, and that you are compliant with all laws and regulations relating to the property and your interests in the property;
- b) you are authorized to deliver to the Custodian for safekeeping the property delivered hereunder and to give instructions either personally or by authorized third parties in relation to the property;
- c) you have full power and authority to execute and deliver this Agreement and to enter into the transactions contemplated under this Agreement; and
- d) you have duly and validly authorized, executed and delivered this Agreement.

II.4 Your Residency Information

If you move outside of Canada for any length of time, we may not be allowed to provide discretionary investment services to you or our ability to provide such services may be limited, and as a result we may be required to close your Account. If your country of residence changes, you will be responsible for any withholding taxes that arise and you agree to close your Account if we require you to do so.

II.5 Restrictions and Investments

You may impose reasonable restrictions on the management of your Account, including a designation in the IPS of particular securities that should not be purchased for your Account, or that should be sold if you hold them, provided that you do not require that we purchase particular securities for your Account. You understand and acknowledge that any restrictions that you impose on the management of your Account may cause us to deviate from investment decisions that we would otherwise make in managing your Account, and in some cases, we may not invest funds that we would otherwise invest in securities you have restricted.

II.6 Insiders

You must notify us promptly, in writing, if you or any of your associates is an "insider" (as those terms are defined by the securities legislation of the province in which you are a resident) of any issuer whose securities may be purchased for your Account or if you (alone or in combination with others) hold a sufficient number of securities of an issuer to materially affect control of the issuer (including holding of 10% or more of the outstanding voting securities of the issuer). You remain solely responsible for completing all regulatory filings related to all transactions involving securities related to the issuer named in your Account.

II.7 Updating Your Account Information

You understand and agree that you are responsible for updating your personal and financial information and you must notify us promptly if you need to update any information about your Account. In particular, you agree to notify us, in writing, immediately if your address, investment objectives and/or risk tolerance changes or if there is any significant change in your financial affairs. You also agree to provide us with any other information that we reasonably request about updating information relating to your Account.

You acknowledge that, in providing services under this Agreement, we are relying on the information you have provided, as subsequently amended or supplemented.

II.8 Use of Proprietary Investment Products and Affiliated Sub-Advisors

You authorize and direct us to purchase and sell, on behalf of your Account, units of investment funds, pooled funds (individually a "Fund" and collectively the "Funds"), alternative investments, deposits, structured products and other securities that are unique to us, as we may, in our sole discretion, deem appropriate, including Funds such as the BMO Private Portfolios and other investment funds, pooled funds, alternative investments, deposits, or structured products managed or

offered by us or companies associated or affiliated with us ("Proprietary Product"). You acknowledge and understand that you can purchase such products only if you have entered into an investment management agreement with us pursuant to which we have been appointed as the portfolio manager of your account to manage your assets on a discretionary basis.

We have a number of investment mandates in which clients may be invested. You acknowledge that, generally, where an investment mandate includes a Fund or structured product, the Fund or structured product will be a Proprietary Product. Notwithstanding the foregoing, the investment mandate may also include third-party Funds and structured products at our discretion. We do not receive a fee from the BMO Private Portfolios for our services as portfolio manager to the BMO Private Portfolios; however, some of our affiliates earn compensation, such as sub-advisory fees, management fees and/or performance fees, when the investment mandates are invested in certain Proprietary Products.

You understand and agree that the unit holdings in any Fund associated or affiliated with us and structured products unique to us cannot be transferred to another securities dealer. You also understand and agree that holdings in any Fund associated or affiliated with us will be included in the determination of the market value of your Account for the purposes of calculating the fees charged for the services under this Agreement and that these fees shall be in addition to the fees and expenses accrued and paid within the Funds. You acknowledge and understand that all matters relating to the Funds shall be governed by applicable legislation and regulations.

You also acknowledge that we use both affiliated and third-party sub-advisors. The majority of our sub-advisors are affiliated sub-advisors. Some of the benefits to us using affiliated sub-advisors include familiarity with the affiliated portfolio managers and easy access to research. Further, these affiliated sub-advisors frequently offer very competitive cost rates, which are passed on to our clients. We and our Investment Counsellors ("Investment Counsellor") are not obligated to use affiliated sub-advisors and do not receive additional compensation when we choose to do so.

For further details about our relationships with related parties, please refer to the simplified prospectus and annual information form of the BMO Private Portfolios, the section in this Agreement on "Conflicts of Interest", and the "Conflicts of Interest Statement" that can be found at www.bmo.com/privatebankingtermsandconditions.

II.9 Notice of Large Redemption or Switch of a BMO Private Portfolio

Based on information provided to you by your Investment Counsellor, you hereby acknowledge and agree to provide BPIC with at least 30 days prior written notice of a request to redeem or switch units of a BMO Private Portfolio (a "Portfolio") held in your Account having a value equal to 10% or more of the Portfolio's net asset value.

Understanding You... Our Most Important Step (cont'd)

II.10 Investment in Securities of Bank of Montreal

You authorize and direct us to purchase and sell, on behalf of your Account, Bank of Montreal common shares, preferred shares and/or debt securities as we may, in our sole discretion, determine in accordance with your IPS.

You understand and acknowledge that Bank of Montreal is a related and connected issuer to us. For further details about our relationship with the Bank of Montreal, please refer to the section in this Agreement on "Conflicts of Interest" and the "Conflicts of Interest Statement" which can be found at www.bmo.com/privatebankingtermsandconditions or by contacting your Investment Counsellor for a copy.

II.11 Cash Balances

Cash balances in your Account may be held in an interest-bearing account with us or the Custodian and the Custodian will not be accountable for any profit earned on the cash balance over and above the interest earned on the cash balances.

II.12 Leverage Disclosure

Using borrowed funds to finance the purchase of securities involves greater risk than a purchase using cash resources only. Should you borrow funds to purchase securities, your responsibility to repay the loan as required by your terms remains the same even if the value of the securities purchased declines. We do not lend funds to clients.

II.13 Joint Accounts

If your Account is a joint account, each client having an interest in the joint account will be called a "Joint Account Holder" for the purpose of this Section. In the province of Quebec, "jointly and severally" when used in this Section means solidarily, which means both together and individually.

a) Joint Tenants with Right of Survivorship: (*Not Available in Quebec*)

If the Joint Account Holders have elected to hold their account as joint tenants with right of survivorship, the following applies:

- i) each Joint Account Holder declares that his/her interest in the joint account is held as a joint tenant with full rights of survivorship;
- ii) in the event of the death of a Joint Account Holder, the entire interest in the joint account becomes the property of the surviving Joint Account Holder(s) and the estate of the deceased will have no further interest; and
- iii) the death of one Joint Account Holder does not terminate the joint account or affect the rights of the survivor(s) to it; rather, all proceeds of and rights to the joint account pass automatically, without any additional instruction to

us or the Custodian, to the surviving Joint Account Holder, or to the surviving Joint Account Holders jointly.

b) Tenants in Common: (*Available in All Provinces, Including Quebec*)

If the Joint Account Holders have elected to hold their Account as tenants in common, the following applies:

- i) each Joint Account Holder declares his/her interest in the Account is held as a tenant in common without rights of survivorship;
- ii) in the event of death of either applicant, the deceased's portion of assets in the joint account passes to his or her beneficiaries in accordance with his or her will or under intestacy and does not pass to the surviving Joint Account Holder(s); and
- iii) the interest of the Joint Account Holders in the account is deemed to be equal unless otherwise specified by all Joint Account Holders or their authorized representatives in writing.

c) Additional Terms Applicable to All Joint Accounts:

In addition to the other provisions of this Agreement, the instructions from a Joint Account Holder who is a joint tenant with right of survivorship or a tenant in common, will be handled in the same manner and as follows:

- i) subject to any contrary instructions received in writing and executed by all Joint Account Holders, we and the Custodian may accept any instructions regarding the joint account, including withdrawal and payment orders, from any one of the Joint Account Holders without requiring the authorization or consent of the other Joint Account Holders;
- ii) the Custodian may credit the joint account with the proceeds of any cheque or other instrument payable to any one or more of the Joint Account Holders;
- iii) Joint Account Holders are responsible individually and together (and in Quebec, solidarily) for all liabilities respecting the joint account including payment of fees and charges; and
- iv) each Joint Account Holder jointly and severally agrees to indemnify and hold BPIC and its employees, officers, directors, agents and nominees harmless from any loss, liability or expense resulting from BPIC acting in accordance with the above authority. Without any way limiting the authority granted, we are authorized, in our absolute discretion, to require joint action by all of the Joint Account Holders of a joint account with respect to any matter concerning such joint account including, but not limited to, the giving or cancellation of orders and the withdrawal of monies, securities or other property.

II.14 BMO Debit Card/BMO Online Banking Agreement: Consent to Use of Personal Information

You consent to your personal and account information related to your Account being included in your BMO Bank of Montreal Direct Banking My Summary ("Service"). You agree that your access and use of such Account via the Service will be governed by the applicable BPIC, BMTC and/or Bank of Montreal agreements. You understand that by making such a request, you agree that BPIC, BMTC and Bank of Montreal may use and have access to your personal information, including your name, account details and password in order to provide and administer the Service and for the purpose of conducting anonymous and aggregated statistical analyses. You understand that you may revoke your consent to this use of your personal information by instructing your Investment Counsellor to do so.

You also agree that BPIC, BMTC and Bank of Montreal may change or discontinue, temporarily or permanently, the Service at any time without notice and that BPIC, BMTC and Bank of Montreal will not be liable to you or to any third party for any modification or discontinuance of the Service. Your continued use of the Service upon any such modification constitutes your acknowledgement and agreement thereof.

III. What we do together

III.1 Investment Directives

We will manage the cash and securities in your Account during the term of this Agreement in accordance with the investment objectives, investment restrictions and practices relating to your Account as set out in this Agreement and the IPS and in accordance with applicable law and regulations.

We will:

- a) establish and review with you, annually, your investment objectives and restrictions and your income requirements and develop an appropriate investment strategy for you based on this information. The investment strategy will not include any personal income tax planning services, which remains your responsibility;
- b) in carrying out our duties and responsibilities under this Agreement, exercise complete and unlimited discretionary trading authorization with respect to your Account. Pursuant to this authorization, you understand that we may, in our sole discretion and at your risk, directly or indirectly, purchase, sell, exchange, convert, and otherwise trade the securities and other permitted investments in your Account. For greater certainty, the authority granted to us under this Agreement includes the authority to cause your Account to engage in in-specie transactions for the purposes of investing in investment funds managed by us or one of our affiliates within BMO Financial Group. You agree to be bound by all decisions made by us in respect of trades of securities forming part of your Account and to be bound by all instructions we issue to the Custodian in respect of your Account;

- c) in exercising our discretion under this Agreement, make investment decisions for your Account based on your financial information and investment knowledge as set out in your Account Application, and within the approved guidelines and investment objectives, investment limitations and restrictions outlined in the IPS for your Account which has been reviewed and approved by you and us, as may be changed from time to time. The IPS also outlines a recommended broad asset mix for your investment portfolio. Any sub-asset class ranges provided to you in connection with your portfolio are directional in nature and are included only to provide additional context for the broader total asset class range, and may not be reflective of a potentially greater variance in allocations to these sub-asset classes in your portfolio, at any particular point in time.

On a discretionary basis, we may modify the recommended asset mix and asset allocation outside of allowable sub-asset class ranges as long as your portfolio's asset allocation remains within the allowable ranges for the broader total asset classes.

You may change the objectives shown in the IPS by giving us notice in writing of the change required and receiving acknowledgement of such notice from us. We will not be responsible for decisions made in the absence of such written notice. You agree to notify us of any restrictions that may be applicable to investments for your Account. You also agree to provide us with an updated IPS in writing if we reasonably request such an update or if you would like to make any changes to it. Until a revised IPS is approved by you and us, you will be bound by any transaction that we carry out on your behalf in reliance upon your current IPS; and

- d) place security transactions through the securities dealers of our choice, including securities dealers that are our affiliates or associates, and such transactions may include those where the securities dealer acts as principal.

III.2 Know Your Client and Suitability Requirements

We have an obligation to assess whether a purchase or sale of a security in your Account is suitable for you before executing the transaction or at any other time. In order to assess suitability, we must establish certain personal, financial and investment objective information about you and ensure that such information is kept up to date. This includes understanding or confirming:

- a) your identity and reputation (should we have cause for concern);
- b) whether you are the insider of a reporting issuer or a company whose securities are publicly traded;
- c) your investment needs, investment knowledge and investment objectives;
- d) your financial circumstances; and
- e) your understanding of risk and level of risk tolerance in their investments.

Understanding You... Our Most Important Step (cont'd)

If you are a corporation, partnership or trust, we must also establish:

- f) the nature and location of your business; and
- g) the identity of each individual who, in the case of a corporation, owns or has control over 25% of the voting rights attached to the outstanding voting shares of the corporation, or in the case of a partnership or trust, controls the partnership or trust.

III.3 Succession, Death, Disability or Incompetency

This Agreement will continue and pass on to the benefit of and be binding upon the parties and their respective heirs, executors administrators, liquidators, personal representatives, successors and permitted assigns, as the case may be. This Agreement will continue in full force and effect notwithstanding your death, disability or incompetency, in which case your Account will continue to be administered in accordance with your investment objectives, limitations and restrictions as set out in the IPS in effect as of the date of your death, disability or incompetency, and elsewhere until such time as we receive instructions from, or this Agreement is terminated by, your authorized estate representative or legal representative. We have the right to refuse to act upon any instructions of your authorized estate representative or legal representative without evidence satisfactory to us regarding your death, disability or incompetency or their authority to act.

III.4 Termination

Either party may terminate this Agreement at any time by providing written notice to the other party as described in this Agreement. The termination will be effective:

- a) if you terminate the Agreement, the date you give notice or you are deemed to have given notice;
- b) if we or the Custodian terminates the Agreement, at any time upon 30 days written notice to you.

In the event of termination, all property held for your Account will be made available to the Custodian or its agents for delivery to you, or to such successor Custodian that you designate in the notice of termination. Investment funds, pooled funds, alternative investments, deposits, structured products or other securities managed or offered by us or companies associated or affiliated with us and unique to us are proprietary to us and cannot be transferred 'in kind' but must be liquidated to cash. The Custodian will not be required to make delivery until full payment is made to us of all fees, costs and expenses arising out of or in connection herewith, including any costs or expenses arising out of such delivery. If any property remains with the Custodian after 30 days after termination (by reason of your

failure to take delivery of the property or otherwise to make arrangements for its disposition), the Custodian is authorized to dispatch the property to you at your last known address by registered mail or other secured means, and upon such mailing, the Custodian shall have no further responsibility for the property.

For more information on the procedures available for resolving client concerns, please see Section VIII.10 Client Concerns.

How We Advise You and Take Action

IV. What we do for you

IV.1 Investment Management

We will manage the cash and securities in your Account during the term of this Agreement in accordance with the investment objectives, the investment restrictions and practices relating to your Account as set out in the IPS and in accordance with applicable law and regulations.

For further details, please refer to Section III.1(c).

Although we will diligently pursue your investment objectives, you acknowledge that those objectives are only guidelines for the management of your Account and if those objectives are not achieved, we will not be held liable by you.

IV.2 Our Authority as Exempt Market Dealer

You authorize us, for and on behalf of you and only with respect to your Account, to act as a dealer on your behalf with respect to the purchase and sale of securities in accordance with the investment objectives for your Account, which are traded pursuant to exemptions from the prospectus requirements.

IV.3 Custody, Delivery, Receipt of Securities and Delivery of Client Statements

- a) Unless you have entered into an agreement with a custodian satisfactory to us to take physical possession of the securities in your Account, we will, on your behalf, arrange for a Custodian.

Unless we advise you otherwise, we have appointed BMTC to act as Custodian for client accounts, pursuant to a Custodial Services Agreement made as of April 1, 2016 (the "Custodian Agreement"). The Custodian Agreement may be terminated by either party upon 90 days' written notice to the other party.

BMTC has appointed BMO Nesbitt Burns Inc., an affiliate, as sub-custodian of the securities in client accounts. BMO Nesbitt Burns Inc. may hold securities in electronic form or physical certificate, at its principal offices in Toronto, Ontario.

BMO Nesbitt Burns Inc. is an IIROC registered investment dealer, and a direct participant with CDS Clearing and Depository Services Inc. ("CDS") and other global depositories. As a direct participant, BMO Nesbitt Burns Inc. is permitted to provide custody services to clients and deposit their beneficially owned securities. Depository rules govern the operation of clearing and settlement services and provide transparency and consistency with international standards.

The benefits of holding securities electronically at a depository include reduced counterparty, market and liquidity risks, due to decreased settlement time and increased automation of operational processes. Through the use of central depositories, BMO Nesbitt Burns Inc. provides more efficient transfer in ownership of securities through book based electronic form.

The risks of holding securities in electronic form include cybersecurity risks and potential system failure.

Any physical certificates are held in physical form at the BMO Nesbitt Burns Inc. vault with supporting controls and balances. The benefits of the physical certificates being held in Toronto, Ontario and in physical form include the availability of head office processes and controls, and the risks include that there is a central point of dependency. The risks of holding physical certificates include theft and damage.

You will instruct the Custodian to accept directions from us concerning transactions within your Account. You will not withdraw any portion of the assets held by a nominee or Custodian without prior notice to us and you will not withdraw any portion of the assets in a manner which may prevent proper settlement of outstanding commitments. You will be provided with an annual capital gains tax statement, showing all sales that have occurred throughout the fiscal year and detailing the capital gains or losses arising therefrom. You will be provided with an annual statement of investment income (T5 slip and/or Relevé 3) showing all investment income received within your Account during the fiscal year. Withdrawals from a Registered Account will be reported on a T4RSP/T4RIF and/or Relevé 2. An NR4 slip will be issued with income received by non-residents of Canada.

- b) You agree that trade confirmations evidencing each security transaction in your Account will not be provided to you.
- c) You will notify us in writing if there are any errors in your account statements or tax statements within 45 days from the time such statements are mailed or otherwise delivered to you, so that we may address such inquiries. After 45 days, all transactions (including withdrawals and redemptions) in your Account will be deemed to be correct and approved by you.
- d) You will be provided with an account statement concerning all cash and securities in your Account on a quarterly basis, unless you have requested delivery on a monthly basis. Your account statement summarizes the activity in your Account for the statement period. Your Investment Counsellor will discuss account statement delivery options with you at the time of account opening. You can change your account statement delivery options at any time by providing written notice to us.

Generally, within your account statement and on an annual basis, you will be provided with an 'Annual Fee and Compensation Summary' that reports all fees and charges paid by you and received by us annually.

Generally, your account statement will also include a 'Performance Analysis' section that, at a minimum on an annual basis, will include Annualized Money-Weighted Return and Time-Weighted Return after deducting fees and sales taxes.

How We Advise You and Take Action (cont'd)

You may elect to receive account statements electronically ("eStatements") or by mail. You acknowledge and agree that your statement delivery preference will apply to all of your accounts with us and/or BMT. You will require access to BMO Private Banking Investment Online ("BPBIO") to view electronic statements. You may change your statement delivery preference at any time by contacting your Investment Counsellor. If you have elected to receive eStatements only, you understand and agree that you will no longer receive account statements by mail unless you notify BPIC and/or BMT that you wish to receive paper statements. In addition, you will be notified by email when new account statements have been posted. Your account statements will be posted automatically to BPBIO. You will be able to retrieve the available statements through the "eDocuments" section on BPBIO. eStatements will remain available for viewing for a period of 7 years, beginning with January 2017 statements or from the time of account opening, whichever is most recent. eStatements will be in PDF format only. It is your responsibility to download, and obtain a licence for Adobe® Acrobat® software in order to view, print and save your eStatements. You agree that any eStatements delivered to you is deemed to be delivered on the day that the eStatement is made available, and not on the day that you actually view the document. We are not liable for costs resulting from a failure to review statements. In addition, you may receive, at no cost, a paper copy of any eStatement by contacting your Investment Counsellor. If you have elected to have a copy of your account statements sent to a third party, you acknowledge that your authorized third party(ies) will require access to BPBIO to view electronic statements, and that your authorized third party(ies) may change this statement delivery preference at any time by contacting your Investment Counsellor.

IV.4 Withholding Tax(es)

The Custodian is directed to withhold, pay or otherwise satisfy out of your Account on your behalf, all withholding taxes properly payable against the assets of your Account under the laws of Canada or any other country having jurisdiction.

IV.5 Financial Transaction Tax(es)

You agree and acknowledge that financial transaction taxes which may be charged to you, us, or any intermediary retained by us (whether jointly or severally) by the taxing authorities of a governmental authority in any jurisdiction in respect of the transactions in your Account, will be included in the transaction cost of any applicable security or instrument.

We will determine such amounts at our sole discretion and the amount may include but is not limited to: (i) all taxes, including, but not limited to, all sales, use, goods and services, harmonized sales, value added, and transaction taxes; (ii) all duties, including, but not limited to, all customs and stamp duties; and (iii) all fees, levies, imports and other assessments or similar charges in the nature of tax.

IV.6 Risk Disclosure Statement

All investments have some level and type of risk. Risk is the possibility of a decrease in the value of an investment, or that you may not earn a return on the investment. Generally, the higher an investment's anticipated return, the greater the risk you must be prepared to take. Strategies involving frequent trading can affect investment performance. Each type of risk does not apply to every investment strategy.

The nature of the securities to be purchased and traded and the investment techniques and strategies to be employed in an effort to generate risk-adjusted investment returns may increase risk with respect to the portfolio. Many unforeseeable events, including actions by various government agencies and domestic and international political events, may cause significant market fluctuations.

The common types of investment risks that may be applicable to a portfolio of securities include, but are not limited to:

- a) An issuer of a fixed income security may be unable to make interest payments or pay back the original investment.
- b) A high concentration of assets in a single or small number of issuers may reduce diversification and liquidity within a portfolio and increase its volatility.
- c) Equity securities are affected by stock market movements, and equity securities of certain companies or companies within a particular industry sector may fluctuate differently than the overall stock market because of changes in the outlook for those individual companies or the particular industry.
- d) The value of securities denominated in a foreign currency will be affected by changes in foreign currency rates or the imposition of foreign exchange controls.
- e) The value of a portfolio that invests in fixed income securities, including bonds, mortgages and other income producing securities is affected by changes in the general level of interest rates.
- f) Investments in foreign securities involves additional risks resulting from different reporting standards and regulatory requirements, the amount and reliability of publicly available information, and the volume and liquidity of some foreign stock and bond markets.
- g) In addition to risks associated with traditional investments, alternative investments (such as private equity, hedge funds and certain real estate investments) may have additional risks, including the risk that the investments may not be sold at an amount that at least approximates the amount at which the security is valued, restrictions on your ability to sell the security (liquidity risk), that market quotations may not be readily available (valuation risk), that valuations may be available on a less frequent basis than those for traditional

investments, risks associated with the use of leverage, risks associated with short selling and risks associated with derivatives, as described below.

Each investment will have its own investment risks and these risks can vary. For additional information, regarding the specific risks, refer to your investment products' offering documents. These documents are available upon request from your Investment Counsellor.

In addition to the foregoing risks associated with investing in securities, the use of derivatives (such as futures, forwards or options) within a portfolio involves certain other risks:

- a) There is no assurance that liquid markets will exist for a portfolio to close out its derivatives positions. Derivative instruments in foreign markets may be less liquid and more risky than comparable instruments traded in North American markets.
- b) Exchange imposed trading limits could affect the ability of a portfolio to close out its positions in derivatives. These events could prevent a portfolio from making a profit or limiting its losses and may also prevent a portfolio from using derivatives to effectively hedge its positions or implement its strategy.
- c) Prices of options and futures on a stock index may be distorted if trading of certain stocks in the index is interrupted or trading of a large number of stocks in the index is halted. Such price distortions could make it difficult to close out a position.
- d) A portfolio that uses derivatives may be subject to credit risk associated with the ability of counterparties to meet their obligations. In addition, a portfolio could lose its margin deposits if a dealer with whom the portfolio has an open derivative position goes bankrupt.
- e) There is no assurance that a portfolio's hedging strategies will be effective. Using futures and forward contracts to hedge against changes in currencies, stock markets or interest rates cannot completely eliminate fluctuations in the prices of securities in the portfolio or completely prevent losses if the prices of these securities decline.
- f) Hedging may also limit the opportunity for gains if the value of the hedged currency or stock market rises or if the hedged interest rate falls.

The statements above do not disclose all of the risks and other important aspects of investing in securities and the use of derivatives in a portfolio.

IV.7 Standard of Care and Limitation of Liability

We will exercise our powers and discharge our duties honestly, in good faith and in your best interest and in connection therewith, we will exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in the circumstances.

Provided we and the Custodian adhere to this standard of care, we, the Custodian, their officers, directors, employees and agents, will not be liable for any loss to or any diminution of the securities of your Account. For greater certainty, we and the Custodian will not be liable in any way for not acting on any specific investment

opportunity or opportunities on your behalf. We and the Custodian will not be liable in any circumstances for any indirect, consequential or special damages. You agree to release and indemnify us and/or the Custodian, as applicable, against any liability or claims (including any costs or expenses relating thereto) arising from any matter in respect of which we and/or the Custodian, as applicable, have acted in good faith in reliance on your instructions or the instructions of any authorized third party or where judgment was exercised honestly in carrying out duties under this Agreement.

IV.8 Fairness Policy

- a) In allocating investment opportunities among clients, we will seek to ensure that all clients are dealt with in a fair manner. All accounts receive similar treatment and no accounts are given special preference. Securities are allocated to accounts for which trade orders are initiated. In situations where purchases or sales of securities are pooled or blocked for multiple client portfolios, partial fills will be allocated on a pro rata basis.
- b) The average share price of a block trade, either full or partial fill, is used in the allocation of trades to accounts. Commissions charged are in accordance with our fee schedule ("Fee Schedule").

IV.9 Conflicts of Interest

A conflict of interest is any circumstance where our interests and yours may potentially be inconsistent or divergent. We are required to identify to you any existing and potential material conflicts of interest that exist between us, our employees and you. We are required to disclose any conflict of interest that a reasonable investor would expect to be informed of.

We have identified potential conflicts of interests with our clients and have set out how those conflicts will be managed and/or prohibited. The potential conflicts of interests that may result from the actions of us or our employees are as follows:

- a) outside business activities;
- b) gifts, entertainment, or other benefits or payments;
- c) acceptance of legacies or other designations;
- d) personal financial dealings with clients;
- e) compensation practices;
- f) competing interests between clients;
- g) personal investing/trading;
- h) referral arrangements;
- i) relationships with related or connected issuers; and
- j) "Conflict of Interest Matters" identified under National Instrument 81-107 "Independent Review Committee for Investment Funds" in respect of investments that you hold and we manage.

We have Policies and Procedures to address these potential conflict of interest situations and will ensure that our clients are adequately informed about any conflicts of interest that may affect the services the firm provides to them.

How We Advise You and Take Action (cont'd)

BMO's Code of Conduct ("Code") applies to all employees of BMO Financial Group ("BMO") and its direct and indirect subsidiaries around the world. The approach outlined in the Code is the performance standard BMO employees commit to every day. Its principles are extremely important, and they are not negotiable. All employees must read, understand and comply with the Code, as well as the corporate policies that support it, as they apply to their positions. BMO's Code addresses many of the conflicts of interests listed in this section and provides us with tools to identify and manage conflicts of interests.

IV.10 Conflicts of Interest Statement

We and our affiliates engage in a wide variety of business activities. More information about these business activities can be found in the "Conflicts of Interest Statement" which can be found at www.bmo.com/privatebankingtermsandconditions or by contacting your Investment Counsellor for a copy.

V. What we do together

V.1 No Guarantee of Investment Results

We make no representation or warranty as to the achievement of performance, yield or appreciation objectives or standards that may be referred to in the IPS and will not have any obligation in that respect. We do not guarantee investment results and you understand that past performance does not necessarily predict future performance.

You acknowledge that:

- a) you are aware of the long-term nature of the investments in your Account and possible losses inherent in the transactions in which we will engage on your behalf and that you are financially capable of bearing such losses;
- b) you have not received any written or oral guarantees of performance or representations based upon prior accounts or transactions as an inducement to open or to continue carrying your Account, and that our representatives or agents are not authorized to make any such guarantees or representations now or in the future; and
- c) we are a separate legal entity from Bank of Montreal and BMTC. Unless we advise you otherwise, all securities purchased for your Account are purchased by or through BPIC and are not insured by any government deposit insurer such as Canada Deposit Insurance Corporation (CDIC), are not guaranteed by BPIC, Bank of Montreal, BMTC or any of their affiliates, and may fluctuate in value. In addition, any CDIC eligible guaranteed investment certificates (GICs) held in your Account have no individual CDIC insurance coverage. GICs issued by provincial credit unions may be eligible for provincial deposit insurance coverage in some provinces, subject to the conditions and

limits of the applicable provincial coverage. Please consult with your Investment Counsellor for further information.

V.2 Benchmarks

Benchmarks provide you with a means of measuring your portfolio against a standardized or "benchmark" portfolio over a prescribed period of time. Although a benchmark may be represented by an individual market index (e.g., a broad stock market index such as the S&P/TSX Composite Index), typically a benchmark for a diversified investment portfolio is represented by a blend of market indices. This may be appropriate for portfolios that include different asset classes and/or investments. Please be reminded that past performance is not necessarily an indicator of future performance.

You are encouraged to connect with your Investment Counsellor to understand how we build and manage your portfolio to meet your short and long-term investment goals. As part of this process, your Investment Counsellor may provide you with information about the most relevant and appropriate benchmark to measure and monitor your portfolio.

V.3 Communication with Beneficial Owner of Securities of a Reporting Issuer

A non-registered security holder of a corporation or other issuer has the same right as a registered security holder to vote at annual and special meetings of that issuer. Most common shares carry this privilege as do preferred shares in certain circumstances.

This voting right is provided to registered security holders in securities and corporate legislation, and carries with it the right to receive such materials as notices of meetings, information circulars, and proxies from the issuers of the securities (the "Issuers"). You are also entitled to receive the issuer's audited financial statements. As the securities in your Account are held in safe custody by the Custodian and not registered in your name, we may provide material directly to you or may, unless you object, provide the issuer with your name, address, email address, preferred language of communication (English or French) and extent of security ownership so that the issuer can provide material directly to you.

You provide standing instructions waiving delivery and receipt, to the extent possible under applicable law, of material relating to annual or special meetings of security holders, or annual reports and financial statements of the issuers of securities that you hold in your Account. Furthermore, you authorize us to disclose your name, address and security holdings to the issuer of the securities or another sender of material required by law to be sent to security holders in order that, at our option, material may be forwarded to you directly from the issuer or another sender of material. Note, these instructions do not apply to any

specific request that you give or may have given separately to a reporting issuer concerning the sending of interim financial reports of the reporting issuer. In addition, in some circumstances, the instructions you give to us will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions you provide to us with respect to financial statements in this section V.3 will not apply. Your standing instructions and authorizations in this section V.3 will continue to be followed until you advise us in writing by contacting your Investment Counsellor, that you would like to change such instructions and/or authorizations. For more information regarding the rights of a non-registered security holder and how to select one of the options stated above, please contact your Investment Counsellor.

V.4 Materials Related to the Purchase or Sale of Securities

In connection with any purchase or sale of securities for your Account, you direct us to:

- a) deliver the trade confirmation to the Investment Counsellor designated by us; and
- b) if the purchase of the security is in connection with a distribution, deliver the prospectus, fund facts, ETF facts, or other document prescribed by applicable law to the Investment Counsellor designated by us.

V.5 Proxy

We may, in our sole discretion, exercise the right to vote a proxy or enlist another company to vote the proxy in respect of securities in your Account. Where the assets are sub-advised, generally proxies are voted by our sub-advisors. Any exercise of voting rights by either us or our sub-advisors will be made in your best interests. If we or our sub-advisors decide to vote a proxy, we or our sub-advisors will consider each side of the proxy at issue. All proxy issues are considered on their own merits and voting decisions take into account the particular circumstances involved. If you would like to direct your vote in a particular solicitation, you may do so by submitting your specific request in writing and sending it directly to your Investment Counsellor.

V.6 Class Action Claims

We, together with the Custodian, will, in our and the Custodian's sole discretion, determine what role we and the Custodian will take in any legal proceedings affecting any securities held in your Account. It is not our current practice to take the role of lead plaintiff on class actions but we may in our sole discretion decide to do so in the future. However, we may, in our sole discretion, if you are an eligible member of a class, process class action claims on your behalf or may enlist another company or firm in respect of exercising such discretion. Accordingly, we may handle all pendency notices (notices of pending class action group filings/formations) and proof of claim forms (forms for you to complete and return to the class actions administrator or other designated party in order to claim your portion of the

proposed settlement) in connection with a class action involving a security held in your Account.

Notwithstanding the above, we will not process any class action claims on your behalf or take any action whatsoever with respect to class actions if your Account is closed. Accordingly, you have an obligation to keep track of class actions in the event that your Account is closed.

We may charge you a reasonable fee for the filing of each class action claim, which filing fee, if any, will be charged quarterly. There may be instances where we believe in good faith that the proceeds of settlement of a class action claim may not cover the filing fee. In such instances, we may, in our discretion, choose not to file the class action claim on your behalf.

V.7 Investment Fund Continuous Disclosure

An investment fund is required to send to each of its security holders, by specified dates, the fund's annual and interim financial statements ("Fund Financial Statements") and the annual and interim management reports of fund performance ("Management Reports of Fund Performance").

If you own units of any investment funds in your Account, you have the right to receive Fund Financial Statements and Management Reports of Fund Performance.

Management Reports of Fund Performance contain the portfolio manager's discussion on the investment fund's performance over the relevant period, including significant factors that have impacted the performance of the investment fund and any changes to the risk profile of the investment fund. Fund Financial Statements provide information related to what the investment fund is invested in and a summary of the investment fund's financial position as at a certain time of the year.

You provide standing instructions waiving delivery and receipt, to the extent possible under applicable law, of Management Reports of Fund Performance and Fund Financial Statements of investment funds, relating to securities of investment funds you hold in your Account. Furthermore, you waive delivery and receipt, to the extent possible under applicable laws, of all other information that may be required to be delivered to security holders, or is otherwise considered necessary or desirable to be delivered by the manager or any other party, pursuant to applicable laws in connection with securities held in your Account.

Your standing instructions in respect of delivery of Management Reports of Fund Performance and Fund Financial Statements will continue to be followed until you advise the manager in writing by contacting your Investment Counsellor that you would like to change such instructions.

V.8 Short-Term Trading

You understand that in the event you direct the liquidation of securities in your Account and such instructions result in short-term trading (e.g. units of an investment fund held in your Account are sold or switched within 30 days of depositing funds into your Account), the manager of an investment fund may charge a fee in accordance with the provisions set out in the applicable prospectus. We will pass on such short-term trading fees to you.

How We Advise You and Take Action (cont'd)

V.9 Referral Fee

This disclosure is being provided to you in order to address any potential conflicts of interest as a result of the fact that the Referring Entity (defined below) may receive a fee for referring you to a Receiving Entity (defined below).

All activity requiring registration under securities laws and regulations will be performed by an entity with an appropriate registration under Canadian securities laws.

We have entered into referral agreements with certain other members of BMO Financial Group, specifically, BMO Nesbitt Burns Inc., BMO Estate Insurance Advisory Services Inc. (formerly, BMO Nesbitt Burns Financial Services Inc.), Bank of Montreal, BMO InvestorLine Inc., and BMTC (the "Referral Agreements").

The purpose of these Referral Agreements is to facilitate referrals of clients to other members of BMO Financial Group to better serve clients and prospective clients. Each entity (a "Referring Entity") which successfully refers Clients (each a "Referred Client") to another entity which is a party to the Referral Agreement (a "Receiving Entity") may receive a referral fee from the Receiving Entity. A portion of this referral fee may be paid to the individual employee of the Referring Entity (the "Referring Employee"). Alternatively, there may also be situations where the Referring Employee is compensated, directly or indirectly, by the Referring Entity for referring a client of the Referring Entity to a Receiving Entity.

Clients of BPIC and BMO Financial Group do not pay any additional charges and fees in connection with such referrals. More details of these potential referral fees are outlined in the chart starting on page 13.

For additional information about referrals, please consult with your Investment Counsellor.

Acknowledgements:

You acknowledge receipt and understanding of the above referral disclosure, and further confirm your understanding and agree with the Referring Entity and the Receiving Entity that:

- a) We (or, if BPIC is not the Referring Entity, the Referring Entity) may disclose Information about you to the Receiving Entity in order to make the referral and allow for the ongoing administration of the referral. The word "Information" means financial and financially-related information about you, including information to identify you or qualify you for products and services, or information needed for regulatory requirements.
- b) All activity requiring registration resulting from the Referral Arrangement will be provided by the Receiving Entity or outsourced to a party duly licensed or registered to carry on such activity. It is illegal for any party to the Referral Agreement to effect trades, advise in respect of certain securities or engage in investment fund management if it is not duly licensed or registered under applicable securities legislation as an investment dealer, an adviser or an investment fund manager.
- c) The Referring Entity does not have authority to make any commitments for or on behalf of the Receiving Entity; you will deal directly with the Receiving Entity in respect of any products or services the Receiving Entity may provide to you.
- d) The Referring Entity and its employees and officers are not and will not be deemed to be agents, employees or representatives of the Receiving Entity, and the Receiving Entity is not responsible for any acts, omissions, statements or negligence of the Referring Entity or any employee or officer of the Referring Entity.
- e) Referral Fees are paid by the Receiving Entity and may change from time to time.
- f) You are under no obligation to purchase any product or service of the Receiving Entity.

V.10 Fees

In consideration of the services provided, you will compensate us and the Custodian in accordance with the Fee Schedule for your Account as published from time to time, or such other amounts as may from time to time be agreed upon in writing. Any changes to the Fee Schedule will become effective upon at least 30 days' prior written notice to you.

Such compensation, disbursements and all expenses incurred under this Agreement will be paid out of the assets of your Account unless such sums are first paid by you.

Your Account may hold securities that pay a trailing commission. Generally, we do not invest clients into securities with trailing commissions. Any securities with trailing commissions would have been transferred to us when you moved your account holdings to us. Our business practice is to divest these securities as soon as possible, but may retain certain securities for a longer period due to early redemption penalties or specific tax considerations, as determined by you and your tax advisor. We do not charge an investment management fee in addition to trailing commissions we may receive.

Fees are subject to applicable sales taxes when services are applied to Canadian residents.

BMO Nesbitt Burns Inc. ("Nesbitt Burns")	BMO Estate Insurance Advisory Services Inc. ("BMO EIASI") (formerly, BMO Nesbitt Burns Financial Services Inc.)	Bank of Montreal	BMO Capital Markets ¹	BMO InvestorLine Inc. ("BMO InvestorLine")	BMO Trust Company ("BMTc")	BMO Private Investment Counsel Inc. ("BPIC")
Services Receiving Entity may provide to Referred Client						
<p>Nesbitt Burns may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Broker-dealer services • Portfolio management services 	<p>BMO EIASI may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Estate and insurance related services • Alternative strategies for estate preservation • Tax deferral and tax minimization • Income replacement • Charitable donations 	<p>Bank of Montreal may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Banking and credit product and services • Mortgage and lending products 	<p>BMO Capital Markets may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Capital raising • Mergers & acquisitions (M&A) advisory services • Acquisitions & divestitures (A&D) advisory services • Treasury services • Market risk management • Institutional investing • Investment products 	<p>BMO InvestorLine may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Self-directed/discount brokerage services • Brokerage services 	<p>BMTc may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Trust and estates services • Escrows 	<p>BPIC may provide the following services to a referred Client:</p> <ul style="list-style-type: none"> • Discretionary portfolio management services • BPIC may engage in exempt market trading in relation to the provision of these services
Category(ies) of registration under Canadian Securities Law						
<p>Nesbitt Burns has the following categories of registration under Canadian securities laws:</p> <ul style="list-style-type: none"> • Investment dealer in all provinces and territories; member of the Investment Industry Regulatory Organization of Canada (IIROC) • Futures commission merchant • Investment fund manager 	<p>BMO EIASI is not a registrant under Canadian securities laws</p>	<p>Bank of Montreal is not a registrant under Canadian securities laws</p>	<p>BMO Capital Markets is an international dealer</p>	<p>BMO InvestorLine is an investment dealer in all provinces and territories and is a member of IIROC</p>	<p>BMTc is not a registrant under Canadian securities laws</p>	<p>BPIC has the following categories of registration under Canadian securities laws:</p> <ul style="list-style-type: none"> • Portfolio manager • Exempt market dealer • Investment fund manager • Commodity trading counsel • Commodity trading manager • Derivatives portfolio manager (Quebec)
Activities permitted under Canadian securities registration						
<p>Nesbitt Burns is permitted to conduct the following activities under its Canadian securities registration:</p> <ul style="list-style-type: none"> • Trading • Advising, including discretionary account management and securities investment services 	<p>BMO EIASI may not engage in any activities requiring registration under Canadian securities laws</p>	<p>Bank of Montreal may not engage in any activities requiring registration under Canadian securities laws</p>	<p>BMO Capital Markets may engage in activities reasonably necessary to facilitate a distribution (other than a sale) of securities</p>	<p>BMO InvestorLine is permitted to conduct the following activities under its Canadian securities registration:</p> <ul style="list-style-type: none"> • Trading • Advising, including securities investment services 	<p>BMTc may not engage in any activities requiring registration under Canadian securities laws</p>	<p>BPIC is permitted to conduct the following activities under its Canadian securities registration:</p> <ul style="list-style-type: none"> • Advising, including discretionary account management and securities investment services • Trading securities that are exempt from the prospectus or dealer requirements under Canadian securities laws ("Exempt Securities") • Advising on trading in specific commodity futures contracts or commodity futures options ("Commodity Contracts") or giving continuous advice on trading in Commodity Contracts • Managing trading in Commodity Contracts for customers through discretionary authority granted by one or more customers
Activities not permitted under Canadian securities registration						
N/A	N/A	N/A	N/A	<p>BMO InvestorLine is not permitted to conduct the following activities under its Canadian securities registration:</p> <ul style="list-style-type: none"> • Investment fund management 	N/A	<p>BPIC is not permitted to conduct the following activities under its Canadian securities registration:</p> <ul style="list-style-type: none"> • Trading in securities that are not Exempt Securities

BMO Nesbitt Burns Inc. ("Nesbitt Burns")	BMO Estate Insurance Advisory Services Inc. ("BMO EIASI") (formerly, BMO Nesbitt Burns Financial Services Inc.)	Bank of Montreal
Referral Fee paid to Referring Entity and Referring Employee where specified		
<p>If Bank of Montreal refers a Client to Nesbitt Burns, Nesbitt Burns will pay Bank of Montreal 25% of the gross commission and Client fees and revenues earned from those referred accounts for a period of 10 years, after which it will decrease to 12.5% of gross commission.</p> <p>If a Nesbitt Burns Investment Advisor refers a Client to Bank of Montreal, Nesbitt Burns may pay the Investment Advisor up to 50% of the referral fee received.</p> <p>If a Nesbitt Burns Investment Advisor refers a Client to BPIC or BMO InvestorLine, Nesbitt Burns may pay the Nesbitt Burns Investment Advisor a referral fee representing 25% of the commission earned by that BMO entity from the referred accounts. The amount received will depend on the Nesbitt Burns Investment Advisor commission payable rate; up to a maximum of 50%.</p>	<p>If a Nesbitt Burns Investment Advisor refers a Client to BMO EIASI, BMO EIASI will pay the Investment Advisor a referral fee. Investment Advisors must be insurance-licensed to receive any referral fees in Manitoba and Saskatchewan and must be insurance-licensed in all provinces to receive ongoing compensation.</p> <p>Nesbitt Burns has an arrangement with EIASI such that if Nesbitt Burns refers a client to EIASI that results in the sale of a new insurance product, EIASI will arrange to transfer a referral fee based on seventy percent (70%) of the value of first year commissions to Nesbitt Burns.</p> <p>BPIC has an arrangement with BMO EIASI such that if BPIC refers a Client that results in the sale of a new insurance product, BMO EIASI will arrange to transfer a referral fee based on fifty percent (50%) of the gross value of commissions to BPIC. BPIC employees must be insurance-licensed to receive any referral fees in Manitoba and Saskatchewan and must be insurance-licensed in all provinces to receive ongoing compensation.</p>	<p>If Nesbitt Burns refers a Client to Bank of Montreal and the referral results in a loan product from the Personal division of the Bank of Montreal, the Bank of Montreal will pay the following referral fees to Nesbitt Burns based on the aggregate dollar value of the loan:</p> <ul style="list-style-type: none"> • for residential mortgage and Homeowner Readline: 30 basis points • for personal loans in excess of \$15,000: 75 basis points • for personal lines of credit in excess of \$15,000: 75 basis points based on drawn amount <p>If Nesbitt Burns refers a Client to Bank of Montreal and the referral results in a loan product from the Business Banking division of the Bank of Montreal, the Bank of Montreal will pay the following referral fees to Nesbitt Burns after a three-month assessment of product profitability:</p> <ul style="list-style-type: none"> • for commercial mortgages and loans: 52.5 basis points up to a maximum of \$35,000 • for commercial lines of credit: 52.5 basis points to a maximum of \$35,000 based on a drawn amount • for commercial term deposits a maximum referral fee of 25 basis points based on first year net revenue; excludes all Redeemable Term Deposit and all Cashable GICS, and all BMO GICs offered to Nesbitt Burns Investment Advisors • on any other Commercial Banking Products: 52.5 basis points to a maximum of \$35,000 based on a drawn amount or balance • the amount the Investment Advisor receives will depend on the Nesbitt Burns Investment Advisor commission payable rate; and will receive between 40% – 100% of the referral fee <p>If Nesbitt Burns refers a Client to Bank of Montreal for the services of Canadian Commercial Banking, which may include loans, treasury and payments solutions products and services and M&A advisory services provided by Canadian Commercial Banking (which, for further certainty, does not include the provision of such services by BMO Capital Markets) the Bank of Montreal will pay the following referral fees:</p> <ul style="list-style-type: none"> • Three months following the first funding or implementation of products or services, a first installment will be paid equal to 10% of the estimated first year revenue from all loans, treasury and payments solutions products and services. The first installment is capped at a maximum of \$50,000. • Concurrently with the first installment, a second installment will be paid equal to 20% of the revenue earned from M&A advisory fees. In aggregate the first and second installment is capped at a maximum of \$100,000. • On the first anniversary of the first installment, a third installment and final installment may be paid and is calculated on the actual first year revenue earned, including M&A advisory fees, such that the combined payments under all three installments shall be 20% of the actual earned first year revenue, but not exceeding \$100,000. • The amount received will depend on the Nesbitt Burns Investment Advisor commission payable rate; up to a maximum of 50%. • Nesbitt Burns will rebate Canadian Commercial Banking 25% of the gross referral fee after the Investment Advisor commission payable has been paid; or Canadian Commercial Banking will pay Nesbitt Burns the net amount which is equal to 75% of the gross referral fee, to a maximum total payments of \$75,000.

BMO Capital Markets ¹	BMO InvestorLine Inc. (“BMO InvestorLine”)	BMO Trust Company (“BMTC”)	BMO Private Investment Counsel Inc. (“BPIC”)
<p>If a Nesbitt Burns Investment Advisor refers a Client to BMO Capital Markets’ Investment and Corporate Banking Group (“BMO CM I&CB”), BMO CM I&CB will pay Nesbitt Burns a one-time referral fee of up to 10% of the gross BMO CM I&CB revenue on the following basis:</p> <ul style="list-style-type: none"> • BMO CM I&CB and Nesbitt Burns management will consider each referral to determine the referral fee amount (which can be no more than 10%, as described above). The considerations will include the scope of the involvement of the Nesbitt Burns Investment Advisor; • BMO CM I&CB will pay the referral fee within 90 days of the transaction closing date for equity and debt transactions or invoice date for merger & acquisition transactions; and • Nesbitt Burns may pay the Nesbitt Burns Investment Advisor an amount that will depend on the Nesbitt Burns Investment Advisor’s commission payable rate; up to a maximum of 50%. <p>The referral fee is subject to the following requirements:</p> <ul style="list-style-type: none"> • The referral fee will only be paid where the Nesbitt Burns Investment Advisor has made an exclusive introduction of a Nesbitt Burns Investment Advisor Client to a BMO CM I&CB relationship manager and has played a role in influencing the securing of the transaction mandate for BMO CM I&CB. • Once a referral fee has been paid to Nesbitt Burns regarding a specific Client, any subsequent fees to BMO CM I&CB from that Client are ineligible for a referral fee, unless the transaction was identified in advance as requiring multiple tranches. • If BMO CM I&CB receives a referral from a Nesbitt Burns Investment Advisor and the Client in turn refers a different Client, no referral fee will be provided to Nesbitt Burns for the subsequent Client. 	<p>If the Bank of Montreal refers a Client to BMO InvestorLine and an account is established at BMO InvestorLine, BMO InvestorLine will pay a referral fee equal to 25% of the gross commissions on the referred accounts in perpetuity.</p>	<p>If Bank of Montreal refers a Client to BMTC, BMTC will pay Bank of Montreal 15% of the revenue generated on the referred accounts in perpetuity.</p>	<p>If Bank of Montreal refers a Client to BPIC, BPIC will pay Bank of Montreal 15% of the revenue generated on the referred accounts in perpetuity. In addition, if Bank of Montreal refers a client to BPIC that results in the client opening an investment account(s), then based on the asset value transferred, BPIC will pay a one-time referral fee of up to 0.1% of the value of the investment account(s) to the Bank of Montreal.</p> <p>BPIC has an arrangement with BMO EIASI such that if BPIC refers a Client that results in the sale of a new insurance product, BMO EIASI will arrange to transfer a referral fee based on fifty percent (50%) of the gross value of commissions to BPIC.</p> <p>If a BPIC employee makes a referral to BMO Nesbitt Burns or BMO InvestorLine, the employee may receive an annual discretionary short-term incentive payment from BPIC which may take into consideration, among other factors, referrals to BMO affiliates.</p>
<p>¹ BMO Capital Markets is a trade name used by BMO Financial Group for the wholesale banking businesses of Bank of Montreal, BMO Harris Bank N.A. (member FDIC), Bank of Montreal Ireland p.l.c., and Bank of Montreal (China) Co. Ltd and the institutional broker dealer businesses of BMO Capital Markets Corp. (Member SIPC) in the U.S., BMO Nesbitt Burns Inc. (Member Investment Industry Regulatory Organization of Canada and Member Canadian Investor Protection Fund) in Canada and Asia, and BMO Capital Markets Limited (authorized and regulated by the Financial Conduct Authority) in Europe and Australia.</p>			

How We Keep the Dialogue Going

VI.1 Communications

Any notice or communication required or permitted to be given by you under this Agreement must be given in writing, signed either by you or your duly authorized agent and may be given by prepaid mail or be hand-delivered to your Investment Counsellor. We are also authorized to act on instructions received by telephone, email or facsimile (telecopy/ fax) transmission (a "Message" or "Messages") subject to the terms of the Verbal/ Facsimile Message Agreement for Individuals and Entities located below. Any communication from us to you:

- a) if mailed by prepaid mail, will be deemed to have been received on the third business day after the date that was post-marked upon it, whether or not you actually received them; or
- b) if sent by facsimile or other means of electronic communication, will be deemed to have been received on the day sent where such day is a business day or the following business day if such day is not a business day, whether or not you actually received them; or
- c) if delivered by hand, will be deemed to have been received at the time it is delivered whether or not you actually received them.

Any communication sent to us will be effective, and treated as having been given to and received by us, only upon actual receipt by us. This section shall govern notice of change of address. It is your responsibility to keep your personal information up to date. All communication will be sent to the last known address on file for you.

If you are a corporation, the corporation will deliver to us a certificate of incumbency containing the name, title and original signature of each authorized signatory of the corporation and will keep us and the Custodian informed as to any changes. Bank of Montreal, BMTC and BPIC shall be fully protected in acting upon any instruction, instrument, certificate, or paper transmitted by telephone, email, facsimile, or any other electronic device believed by us to be genuine and to be signed or presented by you and we shall be under no duty to make any investigation or inquiry as to any statement contained in any such communication and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. You will indemnify and hold us harmless for and from any claims, losses, damages, including costs, charges and expenses relating thereto against us or any of our directors, officers, servants, agents or employees arising from our reliance on any such communication or on your signature on any document

or instrument thus transmitted. You acknowledge and agree that this Section, including the indemnity you have provided, will apply to any communication provided to us by an attorney(s) appointed from time to time in respect of your Account, provided that we have been notified of such appointment.

VI.2 Message Agreement for Individuals and Entities

You request Bank of Montreal, BPIC, BMTC, BMO InvestorLine Inc., Bank of Montreal Mortgage Corporation, and/or BMO Investments Inc., (in this Section VI.2 only, these entities are together called "we", "our" or "us") to act on instructions or information received, either verbally by telephone, by email, fax transmission, or letter of direction (a "Message" or "Messages") subject to the terms hereof. In consideration of us so doing, you agree with us as follows:

- a) You authorize and instruct us to act on any Message received without the need for further verification. You further agree that we may take steps to confirm your identity and that you may be required to enter into a Client message or transfer agreement for certain transactions. You agree that use of this service will bind you legally and make you responsible to the same extent and effect as if you had given original signed written instructions to us, whether or not authorized by you or whether or not accurately communicated and received. Our records will be conclusive evidence of the Message. We may act on Messages instructing us to receive or transfer cash assets. We may also act on Messages instructing us to receive and invest new funds according to a pre-arranged investment plan as set out in a detailed investment policy statement.
- b) We may decline or delay acting on any Message for any reason, for example if the instructions in any Message are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we doubt the authenticity of any Message or the lawfulness of any instruction given in any Message. As such, we make no representations that Messages will be acted upon and we cannot accept liability for any damages or missed opportunities that flow from this potential inaction.
- c) If you are not an individual, any investments purchased or reinvested will be in your business name(s). If you are an individual, investments purchased or reinvested will be in your personal name(s).

- d) Unless you and we agree otherwise, we will send you any relevant documentation, including any terms and conditions, which may be applicable to the type of transaction requested in the Message. We will assume you have received this information and that you are in agreement with the contents thereof unless you advise us within 30 days of the date of your Message that you have not received it or that you are not in agreement.
- e) We are not responsible for any delay, failure of performance, damage, penalty, cost, expense or inconvenience resulting to you or any other person from causes beyond our control. We are not liable to you or any other person for incorrect or improper payment to any person arising out of the processing of any transfer including wire payments, unless caused solely by our negligence or wilful misconduct.
- f) We, our correspondents and other financial institutions involved in processing remittances may rely on any account or identification numbers provided by you and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order. The payee may be required to provide identification to the satisfaction of the paying bank.
- g) Payment instructions executed by us are irrevocable. While we will use reasonable commercial efforts to recall a wire payment upon your instructions, we cannot guarantee return of funds to you. If we are able to obtain a return of funds, we will credit your account at our quoted rate of exchange (where you have requested foreign currency exchange) on the date such credit is made.
- h) You agree to pay us our fees and to reimburse us for any deductions and for any withholding or other taxes, and for any interest and penalties that we may pay in connection with any remittances made pursuant to a Message. You acknowledge that other financial institutions may deduct a fee for processing remittances made pursuant to a Message.
- i) You acknowledge that international remittances are subject to cut-off times, time zone differences and local regulations of the destination country and agree that we are in no way liable for delays, costs, damages or claims arising from such matters.
- j) You agree to indemnify and save us harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses which any of us may incur, sustain or suffer, other than pursuant to our negligence or wilful misconduct, arising from or by reason of our acting, delaying in acting or declining or failing to act upon any Message received, in accordance with this Agreement, including without limitation, legal fees and disbursements we reasonably incur. This indemnity is in addition to any other indemnity you have provided to us.
- k) In the case of a Joint Account, you hereby jointly and severally agree that we may act on any Message provided by either one of you and such Message will be binding on the other without confirmation by us. You jointly and severally agree to the conditions outlined in this Agreement. The death of either one of you will not invalidate this Agreement; this Agreement remains in effect until such time as notice of termination has been given in accordance with Section III.4 of this Agreement.
- l) We may terminate this section of the Agreement at any time by verbal or written notice to you effective upon delivery. You may terminate this section of the Agreement at any time by notice in writing delivered to us; such notice to be effective no later than five business days after delivery to us.

VI.3 Online Access Agreement

In consideration of us providing you with access to the Online Services (the "Service"), you and BPIC, on our own behalf, and as trustee for its directors, officers, employees and agents agree as follows:

- a) Client Conduct
 - i) Bank of Montreal either owns the copyright in the selection, coordination, arrangement, structure, sequencing, organization and enhancement of the content on the Service or has obtained the permission to use such content from the appropriate intellectual property owner. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, except for personal purposes. You may download copyrighted material for his/her personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material is permitted without the express written permission of Bank of Montreal and/or the applicable copyright owner. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
 - ii) You will use the Service for lawful purposes only. You will not transmit through the Service any material that encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law. Any conduct by you that in our discretion restricts or inhibits any other third party from using or enjoying the Service will not be permitted.

How We Keep the Dialogue Going (cont'd)

iii) You will immediately cease the use of the Service in respect of the accounts over which you cease to have the right to access and you will immediately notify us, in writing, of the same. You further acknowledge and agree that we reserve the right to terminate your right to access an account at no cost or penalty for which:

- a) you are not the legal or beneficial owner; and
- b) we have received instructions from the legal or beneficial owner to terminate your access or such legal or beneficial owner ceases to be our client.

The foregoing provisions are for our benefit and our subsidiaries, affiliates and third-party content providers and licensors and each such entity has the right to assert and enforce such provisions directly or on its own behalf.

b) Limitation of Warranty and Damages

- i) You agree that use of the Service is at your sole risk. We do not warrant that the Service will be uninterrupted or error free; nor do we make any warranty as to the results that may be obtained from use of the Service, or as to the accuracy, reliability or content of any data or information provided through the Service.
- ii) The Service is provided on an "as is" basis without warranties or conditions of any kind, either express or implied, including, but not limited to, warranties or conditions of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied and incapable of exclusion, restriction or modification under the laws applicable to this Online Access Agreement.
- iii) You agree that we will not be liable for any damages or injury-caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence or under any other cause of action, unless the damages or injury are due to a technology system malfunction within our control.
- iv) In no event will we, or any person or entity involved in creating, producing or distributing the Service be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Service, unless due to a technology system malfunction within our control. You acknowledge that the provisions of this Section apply to all content on the Service.

v) In addition to the terms set forth above, we will not be liable, regardless of the cause or duration, unless due to a technology system malfunction within our control. For any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, or any use by you of the information contained within the Service ("Account Information"), or for any delay or interruption in the transmission thereof to you, or for any claims or losses arising therefrom or occasioned thereby. We will not be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. We will have no liability for investment decisions based on the data or information provided. Additionally, there are no warranties as to the results obtained from the use of the Account Information provided.

vi) You agree to indemnify and save us, or any person or entity involved in creating, producing or distributing the Service ("Indemnified Parties") harmless from and against any and all costs, liabilities and expenses (including reasonable legal fees and disbursements) directly or indirectly suffered as a result of any claim or action against any of the Indemnified Parties by any third party arising out of or in connection with the Account Information, the Service or this Online Access Agreement, including any legal or beneficial holder of a BPIC account over which you have been granted the right to access hereunder.

c) Service Interruptions and Termination of Service

We have the right at any time to change or discontinue any aspect or feature of the Service, including, but not limited to, content, hours of availability, and equipment needed for access or use. You agree that we may suspend or terminate your access to the Service for any reason and without prior notice to you.

d) Accuracy of Account Information

The data and information transmitted to you via the Service is an approximate representation of the your Account Information. You should therefore only rely on the printed monthly or quarterly statement that is mailed to you by us as being the official record of your Account Information.

e) Client Inquiries

Any inquiries regarding your Account Information, investment advice or transactions should be referred to your Investment Counsellor. If you have any technical questions or difficulties with respect to the use of the Service, please contact your Investment Counsellor. You are responsible for obtaining and maintaining all telephone, Internet access, computer hardware

and other equipment needed for access to and use of the Service and all related charges.

f) Password and Client Identification

You confirm that we are under no obligation to confirm the actual identity or authority of any user of the password, user ID and account number(s) that have been issued to you. You are responsible for:

- i) maintaining the confidentiality and security of your password, user ID and account number(s); and
- ii) any and all communications between you and us over the Internet.

We will not be responsible for any damages arising out of the misuse of your password, user ID and account number(s).

g) Important Notice About the Internet

You acknowledge that the security, integrity and privacy of any and all data and information exchanged between you and us over the Internet cannot be guaranteed and that any such information may be viewed or tampered with in transit by a third party.

h) Miscellaneous

- i) You acknowledge that your use of the Service may be monitored by us and is subject to this Online Access Agreement and to all other agreements entered into with us. This Online Access Agreement is binding upon your heirs, executors, administrators and personal representatives.
- ii) Notwithstanding anything to the contrary in this Online Access Agreement, we may amend the terms of this Online Access Agreement by providing you 30 days' notice.
- iii) This Online Access Agreement will be construed in accordance with the laws of the Canadian province or territory of the office/branch where client's accounts are maintained, and the federal laws of Canada applicable therein, without regard to such jurisdiction's conflict of laws rules. No waiver by you or by us of any breach of default under this Online Access Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.

i) Third-Party Access

You acknowledge that for any BPIC account that is held by any other person who wishes to grant you access as part of the Service, but for which you are not the legal or beneficial owner, you and such other person agree for you to contact an Investment Counsellor for the legal documentation necessary to grant you such access.

Trust Agreements

VII. Retirement Savings Plan

BMO Trust Company (the "Trustee") will act as Trustee of a BMO Private Banking Retirement Savings Plan (the "Plan") for the account holder named in the attached Account Application (the "Planholder"), on the following terms and conditions. The Plan comprises the attached Account Application and this Trust Agreement, and includes any locked-in or other addendum which may be added. BMO Private Banking, which is made up of three separate legal entities: Bank of Montreal, BMO Trust Company and BMO Private Investment Counsel Inc., is a line of business of BMO Financial Group.

The Trustee may delegate the performance of any of the Trustee's duties and responsibilities under the Plan to BMO Private Investment Counsel Inc. ("BPIC") or another affiliate within BMO Financial Group, as an agent (the "Agent"). The Trustee shall, however, remain ultimately responsible for the administration of the Plan.

The terms "spouse" and "common-law partner" in the Plan have the same meanings as defined or used under the Income Tax Act (Canada) as the same may be altered or amended from time to time (the "Act"). The Planholder is referred to as the "annuitant" in the Act.

1. Registration and Purpose

The Trustee will apply for registration of the Plan under the Act and any applicable provincial legislation relating to retirement savings plans. The purpose of the Plan is to provide a retirement income for the Planholder commencing at the maturity of the Plan (as described in paragraph 7), or alternatively to transfer the assets of the Plan to a registered retirement income fund before maturity.

2. Contributions and Transfers In

Contributions and transfers of cash and other property acceptable to the Trustee may be made to the Plan by the Planholder or by the Planholder's spouse or common-law partner. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be a contribution to the Plan. The assets of the Plan (in the aggregate, the "Fund") shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held, invested and applied in accordance with this Trust Agreement. No contribution or transfer may be made after the maturity of the Plan.

3. Contribution Receipts

The Trustee shall provide the Planholder or the Planholder's spouse or common-law partner with contribution receipts as required under the Act.

4. Excess Contributions

It is the responsibility of the Planholder or the Planholder's spouse or common-law partner to determine whether contributions made to the Plan are deductible and do not exceed the maximum permitted without a penalty under the Act. The Trustee shall, on the instructions of the Planholder or the Planholder's spouse or common-law partner, refund an amount to a taxpayer where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the Act by the taxpayer.

5. Investments

The Fund shall be invested and reinvested by the Trustee exclusively on the instructions of the Planholder (or of a person authorized by the Planholder, in a form and manner satisfactory to the Trustee, to manage the investments of the Fund), only in such investments as may be made available for the Plan from time to time by the Agent or the Trustee. The Fund may be invested in investments which require delegation, such as mutual funds, pooled funds and segregated funds.

The Fund may be invested in investments which are issued by the Trustee, the Agent or their affiliates. Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers) to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Plan, except as otherwise expressly provided in this Trust Agreement. Other than its duties with respect to the Fund expressly stated in this Trust Agreement, the Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Planholder.

The Planholder shall not sign any document or authorize any action for the Plan in the name of the Trustee or the Agent, including permitting any asset in the Fund to be used as security for a loan, without first having authorization from the Trustee.

The Trustee will only accept funds in Canadian or U.S. currency. The acceptance of any other foreign currency is at the sole discretion of the Trustee. The Trustee may deposit any uninvested cash in the Plan into an interest-bearing account at the Bank of Montreal (or another financial institution selected by the Trustee). The Trustee will credit interest earned on the cash to the Plan at such time as the Trustee, in its sole discretion, may determine. The Trustee may retain all or such portion of the interest as it consider appropriate as a fee for services rendered in respect of the Plan.

The Trustee/Agent will not allow any self-directed mortgages to be held in the Plan.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Planholder provide in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including, but not limited to, any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Act, applicable laws, regulations, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

The Planholder agrees not to provide any instructions or series of instructions that would cause the Plan to contravene the Act. For greater certainty, Planholder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Trust Agreement.

The Trustee/Agent reserves the right to refuse any investing by means of private placement. On the occasions where the Trustee/Agent permits a private placement, the Trustee/Agent must receive satisfactory information from the Planholder to establish the market value of the assets.

The Trustee/Agent reserves the right to request an independent valuation of such assets, and any other details and documents of the company offering the private placement, including, but not limited to, any shareholders' agreements and any audited financial statements.

The Trustee/Agent reserves the sole discretion to refuse to deregister assets associated with any private placement. The Planholder is responsible for any costs associated with this refusal.

6. Account

The Trustee will maintain an account for the Fund showing all contributions and transfers made to the Fund, all investment transactions and investment earnings, gains and losses, and all transfers and withdrawals made from the Fund. The Agent shall prepare periodic statements of the Account for the Planholder in accordance with the rules and practices applicable to BMO Private Banking.

7. Retirement Income at Maturity

The Planholder may, by instructions given to the Trustee, specify the date for the maturity of the Plan and the commencement of a "retirement income" (as defined in subsection 146(1) of the Act) to be paid to the Planholder from the Plan. Such date for maturity shall not be later than the end of the calendar year in which the Planholder attains age 71 (or such other time for maturity as may be required by the Act). Any purchase of an annuity is subject to the terms of the investments under the Plan and the deduction of all proper fees, expenses, commissions and other charges.

Payment of a retirement income to the Planholder must be by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where that commutation is partial, equal annual or more frequent periodic payments thereafter.

The total of periodic payments made in a year under an annuity after the death of the Planholder to a successor annuitant (who was the spouse or common-law partner of the Planholder) may not exceed the total of the payments made under the annuity in a year before the death.

Each annuity payable under the Plan that would otherwise become payable to a person other than the Planholder or a successor annuitant (who was the spouse or common-law partner of the Planholder) after the death of the Planholder is required to be commuted. A retirement income under the Plan may not be assigned in whole or in part.

If the Planholder fails to instruct the Trustee at least 60 days prior to the end of the calendar year in which the Planholder attains age 71 (or such other time for maturity as may be required by the Act), the Trustee may in its discretion transfer the Fund to a BMO Private Banking Retirement Income Fund under which the Planholder is the annuitant.

Any beneficiary designations, and/or any other pertinent information will be carried over with such transfer. It remains the responsibility of the Planholder to verify beneficiary designations and/or any other information that has been carried over with such transfer.

The Trustee may in its discretion liquidate all or part of the Fund before such transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the case of an RRSP with a nominal balance, when the Planholder turns 71, the Trustee may liquidate and close the Plan and provide the funds to the Planholder.

The statement of the Planholder's date of birth on the attached Account Application or otherwise shall constitute a certification by the Planholder and an undertaking to furnish such further evidence of proof of age as may be required concerning the maturity of the Plan.

8. Non-Qualified and Prohibited Investments

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment (as defined under the Act) for an RRSP.

However, if the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRSP, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for an RRSP, it is the responsibility of the Planholder to file an Individual Return for Certain Taxes for RRSPs or RRI for Tax Year 20 (Form RC339) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

Trust Agreements (cont'd)

9. Advantage Extended

If an advantage (as defined under the Act) in relation to an RRSP is extended to the Planholder or to a person who does not deal at arm's length with the Planholder, it is the responsibility of the Planholder to file an income tax return and pay the tax under Part XI.01 of the Act; except that if the advantage is extended by the Trustee (or by the Agent acting as the agent of the Trustee) or by a person with whom the Trustee is not dealing at arm's length, it is the responsibility of the Trustee to file a T3GR, Group Income Tax and Information Return for RRSP, RRIF, RESP or RDSP Trusts (or any other form that is required under Act) and pay the applicable tax under Part XI.01 of the Act.

10. Withdrawals and Transfers Before Maturity

At any time before the maturity of the Plan, the Planholder may instruct the Trustee to make a withdrawal from the Plan or to pay or transfer on behalf of the Planholder all or part of the Fund, in accordance with subsection 146(16) of the Act, to another registered retirement savings plan, a registered retirement income fund or a registered pension plan. Any withdrawal or transfer is subject to the terms of the investments under the Plan, the withholding of any applicable tax and the deduction of all proper fees, expenses, commission and other charges.

In the case where the Planholder transfers the Plan to another financial institution, or to another line of business within BMO, the Planholder is solely responsible for ensuring the new Agent is aware of any designation of beneficiaries.

Further, when the minimum payment amount is determined based on the age of the Planholder's spouse, the Planholder is solely responsible for ensuring the new agent is aware of this election.

11. Breakdown of Marriage or Common-Law Partnership Before Maturity

At any time before the maturity of the Plan, the Planholder may instruct the Trustee to pay or transfer on behalf of the Planholder all or part of the Fund, in accordance with subsection 146(16) of the Act, to a registered retirement savings plan or registered retirement income fund under which the Planholder's spouse or common-law partner or former spouse or common-law partner is the Planholder, where:

- a) the Planholder and the Planholder's spouse or common-law partner or former spouse or common-law partner are living separate and apart; and
- b) the payment or transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Planholder and the Planholder's spouse or

common-law partner or former spouse or common-law partner in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership.

12. Death of Planholder Before Maturity

A. (Applies to Provinces & Territories Except Quebec)

The Planholder may designate (and may add, change or delete) beneficiaries of the Plan in accordance with, and in the form and manner provided by, applicable law. Where the Planholder dies before the maturity of the Plan, the Trustee shall pay or transfer the Fund in accordance with applicable law to any beneficiaries of the Plan so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable law, to the legal personal representative(s) of the Planholder. Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. It is the Planholder's responsibility to update any beneficiary designations should there be any changes in personal circumstances.

Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the asset at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

B. (Applies to Quebec Only)

If the Planholder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the Planholder should do so in a will or other written document that meets the requirements of the applicable legislation. On the death of the Planholder, and upon receipt of official documentation, the Trustee will distribute the property of the Plan to the legal personal representative(s) of the Planholder. The Trustee and the Agent will be fully discharged by such payment or transfer.

The Planholder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the applicable legislation.

Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required.

Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the asset at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

13. Transferring from Another Plan

Where amounts are transferred to the Plan from a registered pension plan or from another plan under the Act or other applicable legislation, the terms of this Plan may be subject to additional terms required under the applicable pension legislation or the Act or other applicable legislation. Such additional terms will be described in a locked-in or other addendum which will be attached to and form part of this Plan. To the extent that there is any conflict or inconsistency between the additional terms described in the addendum and this Trust Agreement and the Account Application form, the additional terms will govern; provided always that the Plan will not be disqualified as a retirement savings plan acceptable for registration under the Act and any applicable provincial legislation.

14. Third-Party Orders or Demands

The Trustee shall be entitled to be indemnified out of the Fund in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Plan or the Fund, or to issue payment from the Fund, with or without instructions from the Planholder or in contradiction of instructions of the Planholder. The Trustee/Agent retains the ability to restrict trading upon receipt of an order or demand. The Trustee/Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Planholder's account, the

Planholder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Plan or related to the Plan and shall similarly be entitled to indemnity out of the Fund for so doing. In the event the assets of the Fund shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Plan the Planholder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

15. Ownership and Voting Rights

The Trustee may hold any investment of the Plan in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any investments held in the Plan may be exercised by the Planholder and the Planholder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with applicable laws.

16. Restrictions on Benefits or Loans

No advantage or loan that is conditional in any way on the existence of the Plan may be extended to the Planholder or to a person with whom the Planholder was not dealing at arm's length, other than in accordance with subsection 207.01(1) of the Act.

17. Fees, Expenses, Taxes, Interest and Penalties

The Trustee and/or the Agent may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time, provided that the Trustee and/or the Agent shall give reasonable prior written notice to the Planholder of a change in the amount of such fees. Such fees may be paid for out of the Fund or recovered from the Fund, to the extent that they are not paid when due by the Planholder.

The Planholder acknowledges that the Agent (or an affiliate) may charge fees, commissions and expenses to the Fund in its capacity as an investment manager or investment advisor or investment dealer for the Planholder.

The Trustee and/or the Agent may charge expenses incurred by the Trustee and/or the Agent in the administration of the Plan. Such expenses may be paid out of or recovered from the Fund, to the extent that they are not paid on a timely basis by the Planholder.

All taxes, penalties, and interest applicable to the Plan with regard to non-qualified investments, shall be charged to the Plan. Such taxes, interest and penalties will be paid for out of or recovered from the Fund.

The Trustee may, without instructions from the Planholder, apply any cash held in the Fund for the payment of fees or expenses or taxes, penalties and interest charged to the Plan. Where there is insufficient cash in the Fund at any time, the Trustee or the

Trust Agreements (cont'd)

Agent shall make reasonable requests for instructions from the Planholder regarding which assets of the Fund to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Planholder at the last address provided by the Planholder, the Trustee or the Agent does not receive satisfactory instructions from the Planholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

18. Instructions

The Trustee and the Agent shall be entitled to rely upon instructions received from the Planholder or from any person designated in writing, in accordance with applicable laws, by the Planholder to give instructions on behalf of the Planholder or from any person purporting to be the Planholder or such designated person, as if they were from the Planholder. The Trustee or the Agent may, without incurring any liability to the Planholder or any other person, decline to act upon any instruction if the instruction is not given in a timely manner, is not in writing where the Trustee or Agent requires it, is not in a form or format which the Trustee or Agent requires, or in the opinion of the Trustee or Agent is not complete; or if either of them has any doubt that the instruction has been properly authorized or accurately transmitted.

19. Amendment

The Trustee may from time to time in its discretion amend this Trust Agreement or the Account Application form or any locked-in or other addendum which comprise the Plan by giving 30 days prior notice to the Planholder; provided however that any amendment shall not disqualify the Plan as a retirement savings plan acceptable for registration under the Act and any applicable provincial legislation.

20. Replacement of Trustee

The Trustee may resign and be released and discharged from all further duties and liabilities under the Plan upon 60 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). The Agent may terminate the Trustee as trustee, and the Trustee will be released from all further duties and liabilities under the Plan, upon 60 days prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Upon the resignation or termination of the Trustee, the

Agent shall appoint a successor trustee, provided that the successor trustee is acceptable under the Act. The Agent shall give the Planholder written notice of the successor trustee within 30 days of the appointment.

21. Documentation

Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate.

22. No Liability

Except as otherwise provided in the Act, neither the Trustee nor the Agent is responsible for determining whether an investment made under the Plan, according to the Planholder's directions, is or remains a qualified investment within the meaning of the Act.

If the Trustee or the Agent is liable for:

- a) any tax, interest or penalty that may be imposed on the Trustee in respect of the Plan, or
- b) any other charges levied or imposed by any governmental authority on or relating to the Plan as a result of the purchase, sale or retention of any investment including, without limitation thereof, nonqualified investments within the meaning of the Act, the Trustee or Agent shall be reimbursed out of the assets of the Plan therefor, or may pay any of these taxes, interest, penalties or charges out of the assets of the Plan.

Except as otherwise provided in the Act, the Trustee and the Agent will not be liable for any cost incurred in the performance of their duties as set out herein or in the performance of their duties under the Act. Unless caused by the Trustee's or the Agent's bad faith, wilful misconduct or gross negligence, the Trustee and the Agent will not be liable for any loss or damage suffered or incurred by the Plan, the Planholder or any beneficiary under the Plan, caused by or resulting from:

- a) any loss or diminution of the assets of the Plan;
- b) the purchase, sale or retention of any investment;
- c) payments out of the Plan that are made in accordance herewith; or
- d) acting or declining to act on any instructions given to the Trustee or Agent by the Planholder or an individual purporting to be the Planholder.

For greater certainty, in no event shall either the Trustee or its Agent have any liability to the Planholder (or to the spouse or common-law partner of the Planholder, or any beneficiary or legal personal representative of the Planholder) for any special, indirect, reliance, incidental, punitive, consequential, economic

or commercial loss or damage of any kind whatsoever (whether foreseeable or not), suffered or incurred by the Planholder or any beneficiary under the arrangement (including without limitation, loss of profits or revenue, failure to realize expected savings or other economic losses and costs), howsoever arising, resulting or caused.

Except as otherwise prohibited by law, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, interest and penalties which may be imposed on the Trustee in respect of the Plan or any losses incurred by the Plan as a result of the acquisition, retention or transfer of any investment or as a result of payments or distributions out of the Plan made in accordance with these terms and conditions or as a result of the Trustee or its Agent acting or declining to act upon any instructions given to it by the Planholder and any costs or expenses of the Trustee and the Agent related thereto (including legal fees).

Except as otherwise prohibited by law, in the event the Planholder breaches this Trust Agreement, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will indemnify and save harmless the Trustee and its Agent in respect of any loss, damage, or other expense (including legal fees) incurred by the Trustee or the Agent related to such breach.

In all cases where the Trustee or the Agent are entitled to be indemnified, they shall be entitled to cause such indemnity to be paid from the assets of the Plan.

23. Unclaimed Balances

The property of the Plan may be deemed to be abandoned or unclaimed as per the definitions of any applicable legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.

The Trustee may, after making reasonable efforts to contact the Planholder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.

The property, and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.

The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Planholder's name, or to a new account which would be opened on the Planholder's behalf.

The Planholder may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property/proceeds of liquidation to the Planholder's control and/or possession.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in section 17, hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Planholder. The Planholder authorizes the Trustee to take this action and share the personal information of the Planholder reasonably required to contact the Planholder.

24. Foreign Pension Transfers

The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where the Planholder transfers a foreign pension to an account with the Trustee/Agent, the Planholder is solely responsible for ensuring the transfer qualifies and adheres to any applicable legislation, including the Income Tax Act (Canada). Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.

The Planholder acknowledges that he/she is solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts. The Planholder is responsible for determining eligibility for these transfers and for consulting with their pension manager and a qualified international tax advisor.

In the case of a U.K. pension transfer, if the Planholder has a 'relevant transfer fund' (as defined by HM Revenue & Customs), the Planholder will not be allowed to transfer-in said relevant transfer fund until their 55th birthday.

25. Notice

Any notice given by the Trustee to the Planholder regarding the Plan (including this Trust Agreement) shall be sufficiently given if it is delivered to the Planholder personally, or if it is mailed, postage prepaid, to the Planholder at the address set out in the attached Account Application or the last address provided by the Planholder. If mailed, any such notice shall be deemed to have been delivered by the tenth business day following the day of mailing.

26. Binding

The terms of this Trust Agreement shall be binding upon the beneficiaries, heirs, executors, administrators and assigns of the Planholder and upon the respective successors and assigns of the Trustee and the Agent.

27. Governing Law

This Trust Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in Canada in which the branch of the Agent (or an affiliate) is located where the account is maintained. If any provision of legislation referred to in this Trust Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.

Trust Agreements (cont'd)

VII. Retirement Income Fund

BMO Trust Company (the "Trustee") will act as Trustee of a BMO Private Banking Retirement Income Fund (the "Plan") for the applicant named in the attached Account Application (the "Planholder"), on the following terms and conditions. The Plan comprises the attached Account Application and this Trust Agreement, and includes any locked-in or other addendum which may be added. BMO Private Banking, which is made up of three separate legal entities: Bank of Montreal, BMO Trust Company and BMO Private Investment Counsel Inc., is a line of business of BMO Financial Group.

The Trustee may delegate the performance of any of the Trustee's duties and responsibilities under the Plan to BMO Private Investment Counsel Inc. ("BPIC") or another affiliate within BMO Financial Group, as an agent (the "Agent"). The Trustee shall, however, remain ultimately responsible for the administration of the Plan.

The terms "spouse" and "common-law partner" in the Plan have the same meanings as defined or used under the Income Tax Act (Canada), as the same may be altered or amended from time to time (the "Act"). The Planholder is referred to as the "annuitant" in the Act.

1. Registration and Purpose

The Trustee will apply for registration of the Plan under the Act and any applicable provincial legislation relating to retirement income funds. The purpose of the Plan is to make payments from the Plan, in accordance with paragraph 5, to the Planholder and, where it is elected, to the Planholder's spouse or common-law partner after the Planholder's death. For every year after the year in which the Plan is established, a payment at least equal to the minimum amount must be made, until the Plan is fully paid out.

2. Transfers to the Plan

The Trustee will accept only transfers of cash and other property acceptable to the Trustee, made by the Planholder or by the Planholder's spouse or common-law partner, from:

- a) a registered retirement savings plan or another registered retirement income fund under which the Planholder is the annuitant;
- b) a registered pension plan of which the Planholder is a member (within the meaning assigned by subsection 147.1(1) of the Act) or a deferred profit sharing plan of which the Planholder is a member;
- c) the Planholder to the extent only that the amount of the consideration was an amount described in subparagraph 60(l)(v) of the Act and the corresponding provision of any Applicable Tax Legislation;

- d) a registered retirement income fund or a registered retirement savings plan of the Planholder's spouse or common-law partner or former spouse or common-law partner under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to a division of property between the Planholder and the Planholder's spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
- e) a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act or a specified pension plan in circumstances to which subsection 146(21) of the Act applies; or a pooled registered pension plan in accordance with subsection 147.5(21) of the Act.

The assets of the Plan (in the aggregate, the "Fund") shall consist of such transfers, together with any income or gains earned or realized, and shall be held, invested and applied in accordance with this Trust Agreement.

3. Investments

The Fund shall be invested and reinvested by the Trustee exclusively on the instructions of the Planholder (or of a person authorized by the Planholder, in a form and manner satisfactory to the Trustee or the Agent, to manage the investments of the Fund), only in such investments as may be made available for the Plan from time to time by the Agent or the Trustee. The Fund may be invested in investments which require delegation, such as mutual funds, pooled funds and segregated funds.

The Fund may be invested in investments which are issued by the Trustee, the Agent or their affiliates. Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers), to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Plan, except as otherwise expressly provided in this Trust Agreement. The Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Planholder.

The Planholder shall not sign any document or authorize any action for the Plan in the name of the Trustee or the Agent, including permitting any asset in the Fund to be used as security for a loan, without first having authorization from the Trustee.

The Trustee may deposit any uninvested cash in the Fund into an interest-bearing account at the Bank of Montreal (or another financial institution selected by the Trustee). The Trustee will credit interest earned on the cash to the Fund at such time as the Trustee, in its sole discretion, may determine. The Trustee and/or the Agent may retain all or such portion of the interest

as they consider appropriate as a fee for services rendered in respect of the Plan.

The Trustee/Agent will not allow any self-directed mortgages to be carried in the Account. There will be no exceptions.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Planholder provide in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including, but not limited to, any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Act, applicable laws, regulations, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

The Planholder agrees not to provide any instructions or series of instructions that would cause the Plan to contravene the Act. For greater certainty, Planholder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Trust Agreement.

The Trustee/Agent reserves the right to refuse any investing by means of private placement. On the occasions where the Trustee/Agent permits a private placement, the Trustee/Agent must receive satisfactory information from the Planholder to establish the market value of the assets.

The Trustee/Agent reserves the right to request an independent valuation of such assets, and any other details and documents of the company offering the private placement, including, but not limited to, any shareholders' agreements and any audited financial statements.

The Trustee/Agent reserves the sole discretion to refuse to deregister assets associated with any private placement. The Planholder is responsible for any costs associated with this refusal.

4. Account

The Trustee will maintain an account for the Fund showing all transfers made to the Fund, all investment transactions and investment earnings, gains and losses, and all transfers and payments made from the Fund. The Agent shall prepare periodic statements of the account for the Planholder in accordance with the rules and practices applicable to BMO Private Banking.

5. Payments

Payments must begin no later than the first year after the calendar year in which the Plan is established.

For every year following the calendar year in which the Plan is established, the minimum amount is calculated by multiplying the fair market value of the Fund at the beginning of the year by a factor prescribed under the Act which corresponds to the Planholder's age in whole years at the beginning of the year (or the age the Planholder would have been if he or she had been alive then). However, until the first payment has been made from the Plan, the Planholder may elect to use a factor prescribed under the Act which corresponds to the age of the Planholder's spouse or common-law partner in whole years at

the beginning of the year (or the age the spouse or common-law partner would have been if he or she had been alive then).

For the calendar year in which the Plan is established, the minimum amount is zero. The amount and frequency of the payment or payments in respect of any year shall be as instructed by the Planholder on the Account Application form or otherwise. The Planholder may change the amount and frequency of the payment or payments or request additional payments by instructing the Trustee. If the Planholder does not give instructions regarding the payment or payments to be made in a year or if the payment or payments as instructed are less than the minimum amount for the year, the Trustee shall make such payment or payments as are necessary so that the minimum amount for that year is paid to the Planholder.

If the Planholder provided instructions regarding the amount and frequency of payments in a prior year, the Trustee or the Agent may continue to apply these instructions to the payment of future amounts (assuming that these instructions remain acceptable under the applicable legislation and that the Planholder does not provide any new instructions).

A payment cannot be greater than the value of the Fund immediately before the time of the payment. Where there is insufficient cash in the Fund at any time to make a payment, the Trustee or the Agent shall make reasonable requests for instructions from the Planholder regarding which assets of the Fund to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Planholder at the last address provided by the Planholder, the Trustee or the Agent does not receive satisfactory instructions from the Planholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

No payment from the Plan may be assigned in whole or in part.

The statement of the date of birth of the Planholder and/or the Planholder's spouse or common-law partner on the attached Account Application or otherwise shall constitute a certification by the Planholder and an undertaking to furnish such further evidence of proof of age as may be required.

6. Electing Spouse or Common-Law Partner as Successor Annuitant

At any time, the Planholder may elect for his or her spouse or common-law partner to continue to receive the payments in accordance with paragraph 5 after the Planholder's death, until the Plan is fully paid out. The Planholder may make this election under a will or by naming his or her spouse or common-law partner as the successor annuitant under the Plan. If the Planholder has not made this election, the Trustee may continue to make the payments to the Planholder's spouse or common-law

Trust Agreements (cont'd)

partner as successor annuitant after the Planholder's death, as long as the Planholder's legal representative(s) requests it and gives the Trustee satisfactory evidence of consent and gives such satisfactory instructions, releases, indemnities and other documents as may be required.

7. Transfers from the Plan

The Planholder may at any time give the Trustee instructions, together with all information necessary for the continuance of the Fund, to transfer all or part of the Fund to another carrier of a registered retirement income fund of the Planholder, provided that the Trustee shall retain an amount equal to the lesser of:

(a) the fair market value of such portion of the Fund as would, if the fair market value 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 Planholder in the year, and (b) the fair market value of the Fund.

In the case where the Planholder transfers the Plan to another financial institution, or to another line of business within BMO, the Planholder is solely responsible for ensuring the new Agent is aware of any designation of beneficiaries.

Further, when the minimum payment amount is determined based on the age of the Planholder's spouse, the Planholder is solely responsible for ensuring the new agent is aware of this election.

8. Non-Qualified and Prohibited Investments

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment (as defined under the Act) for a RRIF. However, if the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRIF, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for a RRIF, it is the responsibility of the holder to file an Individual Return for Certain Taxes for RRSPs or RRIFs for Tax Year 20 (Form RC339) (or any other form that is required under the Income Tax Act Canada) and pay the applicable tax under Part XI.01 of the Act.

9. Advantage Extended

If an advantage (as defined under the Act) in relation to a RRIF is extended to the Planholder or to a person who does not deal at arm's length with the Planholder, it is the responsibility of the Planholder to file an income tax return and pay the tax under Part XI.01 of the Act; except that if the advantage is extended by the Trustee (or by the Agent) or by a person with whom the Trustee is not dealing at arm's length, it is the responsibility of the Trustee to file a T3GR, Group Income Tax and Information Return for RRSP, RRIF, RESP or RDSP Trusts (or any other form that is required under the Income Tax Act Canada) and pay the applicable tax under Part XI.01 of the Act.

10. Breakdown of Marriage or Common-Law Partnership

The Planholder may instruct the Trustee, at any time, to transfer all or part of the Fund, in accordance with paragraph 146.3(14)(b) of the Act, to a registered retirement income fund or registered retirement savings plan of the Planholder's spouse or common-law partner or former spouse or common-law partner, under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Planholder and the Planholder's spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership.

11. Death of Planholder

A. (Applies to Provinces & Territories except Quebec)

The Planholder may designate (and may add, change or delete) beneficiaries of the Plan in accordance with, and in the form and manner provided by, applicable law. In the event of the death of the Planholder, the Trustee shall pay or transfer the Fund in accordance with applicable law to any beneficiaries of the Plan so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable law, to the legal personal representative(s) of the Planholder. Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required.

Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

B. (Applies to Quebec only)

If the Planholder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the account holder should do so in a will or other written document that meets the requirements of the applicable legislation. On the death of the

Planholder, and upon receipt of official documentation, the Trustee will distribute the property of the Plan to the legal personal representative(s) of the Planholder. The Trustee and the Agent will be fully discharged by such payment or transfer. The Planholder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the applicable legislation.

Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

12. Transferring from Another Plan

Where amounts are transferred to the Plan from a registered pension plan or from another plan under the Act or other applicable legislation, in accordance with paragraph 2, the terms of this Plan may be subject to additional terms required under the applicable pension legislation or the Act or other applicable legislation.

Such additional terms will be described in a locked-in or other addendum which will be attached to and form part of this Plan. To the extent that there is any conflict or inconsistency between the additional terms described in the addendum and this Trust Agreement, the additional terms will govern; provided always that the Plan will not be disqualified as a retirement income fund acceptable for registration under the Act and any applicable provincial legislation.

13. Third-Party Orders or Demands

The Trustee shall be entitled to be indemnified out of the Fund in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Plan or the Fund, or to issue payment from the Fund, with or without instructions from the Planholder or in contradiction of instructions of the Planholder. The Trustee/Agent retains the ability to restrict trading upon receipt of an order or demand.

The Trustee/Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Planholder's account, the Planholder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Plan or related to the Plan and shall similarly be entitled to indemnity out of the Fund for so doing. In the event the assets of the Fund shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Plan the Planholder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

14. Ownership and Voting Rights

The Trustee may hold any investment of the Plan in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any investments held in the Plan may be exercised by the Planholder and the Planholder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with applicable laws.

15. Fees, Expenses, Taxes, Interest and Penalties

The Trustee and/or the Agent may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time, provided that the Trustee and/or the Agent shall give reasonable prior written notice to the Planholder of a change in the amount of such fees. Such fees may be paid for out of the Fund or recovered from the Fund, to the extent that they are not paid when due by the Planholder.

The Planholder acknowledges that the Agent (or an affiliate) may charge fees, commissions and expenses to the Fund in its capacity as an investment manager or investment advisor or investment dealer for the Planholder.

The Trustee and/or the Agent may charge expenses incurred by the Trustee and/or the Agent in the administration of the Plan. Such expenses may be paid out of or recovered from the Fund, to the extent that they are not paid on a timely basis by the Planholder.

All taxes, penalties, and interest applicable to the Plan (for greater certainty this does not include amounts that may be imposed under Part XI.01 of the Act on the holder or the issuer of the Plan (as defined in the Act), such as with regard to non-qualified investments, shall be charged to the Planholder. Such taxes, interest and penalties will be paid for or recovered from the Planholder. The Trustee may, without instructions from the Planholder, apply any cash held in the Fund for the payment of fees or expenses charged to the Plan. Where there is insufficient cash in the Fund at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Planholder regarding which assets of the Fund to liquidate in order to realize sufficient cash to make the payment. If, after

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making reasonable requests from the Planholder at the last address provided by the Planholder, the Trustee or the Agent does not receive satisfactory instructions from the Planholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

16. Instructions

The Trustee and the Agent shall be entitled to rely upon instructions received from the Planholder or from any person designated in writing, in accordance with applicable laws, by the Planholder to give instructions on behalf of the Planholder or from any person purporting to be the Planholder or such designated person, as if they were from the Planholder. The Trustee or the Agent may, without incurring any liability to the Planholder or any other person, decline to act upon any instruction if the instruction is not given in a timely manner, is not given in writing where the Trustee or Agent requires it, is not in a form or format which the Trustee or Agent requires, or in the opinion of the Trustee or Agent is not complete; or if either of them has any doubt that such instruction has been properly authorized or accurately transmitted.

17. No Liability

Except as otherwise provided in the Act, neither the Trustee nor the Agent is responsible for determining whether an investment made under the Plan, according to the Planholder's directions is or remains a qualified investment within the meaning of the Act.

If the Trustee or the Agent is liable for:

- i. any tax, interest or penalty that may be imposed on the Trustee in respect of the Plan, or
- ii. any other charges levied or imposed by any governmental authority on or relating to the Plan as a result of the purchase, sale or retention of any investment including, without limitation thereof, nonqualified investments within the meaning of the Act, the Trustee or Agent shall be reimbursed out of the assets of the Plan therefor, or may pay any of these taxes, interest, penalties or charges out of the assets of the Plan.

Except as otherwise provided in the Act, the Trustee and the Agent will not be liable for any cost incurred in the performance of their duties as set out herein or in the performance of their duties under the Act. Unless caused by the Trustee's or the Agent's bad faith, wilful misconduct or gross negligence, the Trustee and

the Agent will not be liable for any loss or damage suffered or incurred by the Plan, the Planholder or any beneficiary under the Plan, caused by or resulting from:

- a) any loss or diminution of the assets of the Plan;
- b) the purchase, sale or retention of any investment;
- c) payments out of the Plan that are made in accordance herewith; or
- d) acting or declining to act on any instructions given to the Trustee or Agent by the Planholder or an individual purporting to be the Planholder.

For greater certainty, in no event shall either the Trustee or its Agent have any liability to the Planholder (or to the spouse or common-law partner of the Planholder, or any beneficiary or legal personal representative of the Planholder) for any special, indirect, reliance, incidental, punitive, consequential, economic or commercial loss or damage of any kind whatsoever (whether foreseeable or not), suffered or incurred by the Planholder or any beneficiary under the Arrangement (including without limitation, loss of profits or revenue, failure to realize expected savings or other economic losses and costs), howsoever arising, resulting or caused.

Except as otherwise prohibited by law, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, interest and penalties which may be imposed on the Trustee in respect of the Plan or any losses incurred by the Plan as a result of the acquisition, retention or transfer of any investment or as a result of payments or distributions out of the Plan made in accordance with these terms and conditions or as a result of the Trustee or its Agent acting or declining to act upon any instructions given to it by the Planholder and any costs or expenses of the Trustee and the Agent related thereto (including legal fees).

Except as otherwise prohibited by law, in the event the Planholder breaches this Trust Agreement, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will indemnify and save harmless the Trustee and its Agent in respect of any loss, damage, or other expense (including legal fees) incurred by the Trustee or the Agent related to such breach.

In all cases where the Trustee or the Agent are entitled to be indemnified, they shall be entitled to cause such indemnity to be paid from the assets of the Plan.

18. Documentation

Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate.

19. Unclaimed Balances

The property of the Plan may be deemed to be abandoned or unclaimed as per the definitions of any applicable provincial legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.

The Trustee may, after making reasonable efforts to contact the Planholder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.

The property, and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.

The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Planholder's name, or to a new account which would be opened on the Planholder's behalf.

The Planholder may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property/proceeds of liquidation to the Planholder's control and/or possession.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in section 15, hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Planholder. The Planholder authorizes the Trustee to take this action and share the personal information of the Planholder reasonably required to contact the Planholder.

20. Amendment

The Trustee may from time to time in its discretion amend this Trust Agreement or the Account Application form or any locked-in or other addendum which comprise the Plan by giving 30 days' prior notice to the Planholder; provided however that any amendment shall not disqualify the Plan as a retirement income fund acceptable for registration under the Act and any applicable provincial legislation.

21. Replacement of Trustee

The Trustee may resign and be released and discharged from all further duties and liabilities upon 60 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). The Agent may terminate the Trustee as trustee of the Plan upon 60 days' prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Upon the resignation or termination of the Trustee, the Agent shall appoint a successor trustee, provided that the successor trustee is acceptable under the Act. The Agent shall give the Planholder written notice of the successor trustee within 30 days of the appointment.

22. Notice

Any notice given by the Trustee to the Planholder regarding the Plan (including this Trust Agreement) shall be sufficiently given if it is delivered to the Planholder personally, or if it is mailed, postage prepaid, to the Planholder at the address set out in the attached Account Application or the last address provided by the Planholder. If mailed, any such notice shall be deemed to have been delivered by the tenth business day following the day of mailing.

23. Binding

The terms of this Trust Agreement shall be binding upon the beneficiaries, heirs, executors, administrators and assigns of the Planholder and upon the respective successors and assigns of the Trustee and/or the Agent.

24. Governing Law

This Trust Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in Canada in which the branch of the Agent (or an affiliate) is located where the account is maintained. If any provision of legislation referred to in this Trust Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.

Trust Agreements (cont'd)

VII. Tax-Free Savings Account

BMO Trust Company (the "Trustee") will act as trustee of an arrangement for a BMO Private Banking Tax-Free Savings Account ("TFSA"), as defined under the Income Tax Act (Canada) (the "Act"), with the holder named in the attached Account Application or, at or after the death of the holder, with the spouse or common-law partner who is the holder's survivor designated in accordance with the first paragraph of section 15 (referred to in section 15 as "Successor Account Holder"). The holder and, after the holder's death, the survivor is known as the "Account Holder". This arrangement for a TFSA is known as the "Account". The Account is governed by the terms and conditions of this agreement (the "Trust Agreement"), the attached Account Application and applicable law including, without limitation, the Act.

The Trustee may delegate the performance of any of the Trustee's tasks, duties and responsibilities in respect of the Plan to BMO Private Investment Counsel Inc. (BPIC) or another affiliates within BMO Financial Group, as an agent (the Agent). References to "Trustee" herein shall also refer to the Agent where the Agent is acting as delegate of the Trustee, except that the Trustee shall, however, remain ultimately responsible for the administration of the Account. BMO Private Banking, which is made up of three separate legal entities: Bank of Montreal, BMO Trust Company and BMO Private Investment Counsel Inc., is a line of business of BMO Financial Group.

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 Account Holder is referred to as the "holder" in the Act.

1. Registration

The Trustee will file an election to register this qualifying arrangement as a TFSA under the Act and any applicable provincial legislation relating to the TFSA. The Minister of National Revenue may decline to register the Account for any reason, including, but not limited to, the filing of incorrect or incomplete personal information. The Account Holder has up to February 14 in the year following enrollment to provide any missing or incomplete information. If the Account Holder fails to do so, the arrangement will be considered an unregistered account and dealt with in accordance with section 18 hereof.

2. Account Holder

The Account Holder must be an individual (and not a trust), who is at least 18 years of age. The statement of the Account Holder's date of birth on the attached Account Application or otherwise shall constitute a certification by the Account Holder and an undertaking to furnish such further evidence of proof of age as may be required by the Trustee.

3. Contributions and Transfers In

Contributions and transfers (from another TFSA) of cash and other property accepted by the Trustee may be made to the Account by the Account Holder (but no one other than the Account Holder may make a contribution). Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be a contribution to the Account. The property of the Account shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held in trust by the Trustee and used, invested or otherwise applied, in accordance with this Trust Agreement, for the purpose of the Trustee making distributions out of or under the Account (in accordance with section 12) to the Account Holder.

4. Investments

The Account shall be invested and reinvested by the Trustee exclusively on the instructions of the Account Holder (or of a person authorized by the Account Holder, in a form and manner satisfactory to the Trustee, to manage the investments of the Account). The Account may be invested in investments which require delegation, such as mutual funds, pooled funds and segregated funds. The Account may be invested in investments which are issued by the Trustee, the Agents or any of their affiliates.

The Agent (or an affiliate) will be the investment manager or investment advisor or investment dealer for the Account Holder.

In this capacity, the Agent (or an affiliate) will be governed by the Client Account Agreement entered into with the Account Holder and by the applicable laws, rules and regulations of the applicable securities regulatory authorities.

Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers), to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Account, except as otherwise expressly provided in this Trust Agreement. Other than its duties with respect to the Account or its property as expressly stated in this Trust Agreement, the Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Account Holder.

The Account Holder shall not sign any document or authorize any action for the Account in the name of the Trustee or the Agent, including permitting any property in the Account to be used as security for a loan, without first having authorization from the Trustee.

The Trustee will only accept funds in Canadian or U.S. currency. The acceptance of any other foreign currency is at the sole discretion of the Trustee. The Trustee may deposit any uninvested cash in the Account into an interest-bearing account at the Bank of Montreal (or another financial institution selected by the Trustee). The Trustee will credit interest earned on the cash to the Account at such time as the Trustee, in its sole discretion, may determine. The Trustee may retain all or such portion of the interest as it considers appropriate as a fee for services rendered in respect of the Account.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Account Holder provide in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including, but not limited to, any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Act, applicable laws, regulations, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

The Account Holder agrees not to provide any instructions or series of instructions that would cause the Account to contravene the Act. For greater certainty, Account Holder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in sections 6, 7, 8, 9, 10, and 11 hereto.

5. Recordkeeping for the Account

The Trustee will record all contributions and transfers made to the Account, all investment transactions and investment earnings, gains and losses, and all distributions and transfers made from the Account. The Agent will prepare periodic statements of the Account in accordance with the rules, regulations and practices of the Investment Industry Regulatory Organization of Canada.

6. Excess Contributions

It is the responsibility of the Account Holder to determine whether there is an excess TFSA amount (as defined under the Act) of the Account Holder at any time in a year. If there is an excess TFSA amount, it is the responsibility of the Account Holder to file a Tax-Free Savings Account Return (Form RC243) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

7. Contributions by Non-Resident

It is the responsibility of the Account Holder to determine whether he/she makes a contribution to the TFSA at a time when he/she is a non-resident of Canada for income tax purposes. If a contribution is made by an individual when he/she is non-resident, it is the responsibility of the individual to file a Tax-Free Savings Account Return (Form RC243) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

8. Non-Qualified and Prohibited Investments

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non-qualified investment (as defined under the Act) for a TFSA. However, if the Account acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a TFSA, or if property held in the Account becomes a non-qualified investment or a prohibited investment for a TFSA, it is the responsibility of the Account Holder to file a Tax-Free Savings Account Return (Form RC243) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

9. Advantage Extended

If an advantage (as defined under the Act) in relation to a TFSA is extended to the Account Holder or to a person who does not deal at arm's length with the Account Holder, it is the responsibility of the Account Holder to file a TFSA Return (Form RC243) and pay the tax under Part XI.01 of the Act; except that if the advantage is extended by the Trustee (or by the Agent, acting as the agent of the Trustee) or by a person with whom the Trustee is not dealing at arm's length, it is the responsibility of the Trustee to file an Advantage Tax Return For TFSA Issuers (Form RC298) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

10. No Carrying On Business

Account Holder agrees not to provide any instructions or series of instructions that could be constituted as using the Account to carry on a business for the purposes of the Act. For greater certainty, the Account Holder acknowledges that this includes, but is not limited to, using the Account for "day-trading" or other high volume trading that may constitute carrying on a business under the Act. If the Account is found to have been used to carry on a business, the Account Holder will be solely liable for any tax, penalties and interest in respect thereof.

11. No Use of Indebtedness

The Trustee is prohibited from borrowing money or any other property for the purposes of the Account, provided that the Account Holder shall not provide any instructions to borrow or instructions or series of instructions that would result in the Trustee having borrowed funds for the purposes of the Account under the Act. For greater certainty, Account Holder acknowledges that this includes, but is not limited to, having borrowed due to purchasing assets prior to the settlement of the sale of the other assets. The Account Holder will be solely liable for any tax, penalties and interest arising in respect of any indebtedness arising in connection with the Account.

12. Distribution to Account Holder

The Account Holder may at any time instruct the Trustee to make a payment out of or under the Account, in satisfaction of all or part of the Account Holder's interest in the Account. The Account Holder may at any time instruct the Trustee to make distributions to reduce the amount of tax otherwise payable by the Account Holder under section 207.02 or 207.03 of Part XI.01 of the Act.

Trust Agreements (cont'd)

In the event the Account Holder seeks distribution of some, but not all, of the assets in the Account in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Account Holder be distributed.

13. Transfer To Account Holder

The Account Holder may at any time instruct the Trustee to make a transfer of all or any part of the property of the Account (or an amount equal to its value) directly from the Account to another TFSA of which the Account Holder is the holder.

In the event the Account Holder seeks to transfer some, but not all, of the assets in the Account to another TFSA in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Account Holder be transferred.

14. Transfer Upon Breakdown of Marriage or Common-Law Partnership

The Account Holder may at any time instruct the Trustee to make a transfer directly from the Account to another TFSA of which the holder is the spouse or common-law partner or former spouse or common-law partner of the Account Holder, if (a) the Account Holder and the Account Holder's spouse or common-law partner or former spouse or common-law partner are living separate and apart at the time of transfer; and (b) the transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the individuals in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership.

15. Death of Account Holder

A. (Applies to Provinces & Territories except Quebec)

The holder named in the attached Account Application (in this section 15, the "Initial Account Holder") may appoint his or her spouse or common-law partner as a Successor Account Holder of the trust constituted pursuant to this Trust Agreement and the Account Holder (in this section 15, the "Successor Account Holder") in the event of the death of the Initial Account Holder. Such appointment shall be made using a form provided by the Agent, and shall be effective on the death of the Initial Account Holder provided the individual who is appointed is the Initial Account Holder's survivor.

A Successor Account Holder shall, at and after the death of the Initial Account Holder, have all of the Initial Account Holder's rights as the holder of the Account, provided the individual so appointed is the Initial Account Holder's survivor. The Account Holder may change or revoke such an appointment. The rights

acquired by the individual so appointed include the unconditional right, at and after the death of the Account Holder, to revoke any beneficiary designation made (or similar direction imposed) by the Account Holder under the paragraph below or relating to the property held in connection with the Account.

The Account Holder may designate (and may add, change or delete) a beneficiary or beneficiaries of the Account in accordance with, and in the form and manner provided by, applicable law. A beneficiary so designated may be or include the Account Holder's spouse or common-law partner. After the death of the Account Holder, the Trustee will distribute the property of the Account in accordance with applicable law to any beneficiaries of the Account so designated (except that, if the Account Holder's survivor is appointed under the paragraph above, the provision of the paragraph above will take precedence). Where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable law, the Trustee will distribute the property of the Account to the legal personal representative(s) of the Account Holder.

Where the Trustee, after making reasonable requests for instructions from the Account Holder's spouse or common-law partner or the beneficiary or beneficiaries or the legal personal representative(s), does not receive satisfactory instructions (as required under section 22 hereto) within a reasonable time, the Trustee may in its discretion distribute the Account to the spouse or common-law partner, beneficiary or beneficiaries or the legal personal representative(s) of the Account Holder. The Trustee may in its discretion liquidate all or any part of the Account before making any such distribution. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the property at the time. In the event the Trustee determines that it is advisable or desirable to pay part or all of the property of the Account into court, the Trustee shall be entitled to be indemnified out of the property of the Account for its costs and expenses, including legal costs, of doing so.

B. (Applies to Quebec only)

The holder named in the attached Account Application (in this section 15, the Initial Account Holder) may appoint his or her spouse or common-law partner as a Successor Account Holder of the trust constituted pursuant to this Trust Agreement and the Account Holder (in this section 15, the Successor Account Holder) in the event of the death of the Initial Account Holder. Such appointment shall be made using a form provided by the Agent, and shall be effective on the death of the Initial Account Holder provided the individual who is appointed is the Initial Account Holder's survivor.

If the Account Holder wishes to name a Successor Account Holder and/or a beneficiary (or beneficiaries), the Account Holder should do so in a will or other written document that meets the requirements of the applicable legislation.

On the death of the Account Holder, and upon receipt of official documentation, the Trustee will distribute the property of the Account to the legal personal representative(s) of the Account Holder. The Trustee and the Agent will be fully discharged by such payment or transfer.

The Account Holder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the applicable legislation.

Before recognizing the acquisition of all of the Account Holder's rights under the first paragraph, or before making a distribution to a beneficiary or beneficiaries or the legal personal representative(s) under the second paragraph, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as the Trustee may require.

Where the Trustee, after making reasonable requests for instructions from the Account Holder's spouse or common-law partner or the beneficiary or beneficiaries or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion distribute the Account to the spouse or common-law partner, beneficiary or beneficiaries or the legal personal representative(s) of the Account Holder. The Trustee may in its discretion liquidate all or any part of the Account before making any such distribution. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the property at the time. In the event the Trustee determines that it is advisable or desirable to pay part or all of the property of the Account into court, the Trustee shall be entitled to be indemnified out of the property of the Account for its costs and expenses, including legal costs, of doing so.

16. Other Conditions

The Account will be maintained for the exclusive benefit of the Account Holder (determined without regard for the right of a person to receive a payment out of or under the Account only on or after the death of the Account Holder, in accordance with section 15). While there is an Account Holder, no one other than the Account Holder or the Trustee has rights under the Account relating to the amount and timing of distributions and the investing of the property of the Account. The Account Holder may use his/her interest or, for civil law, right in the Account as security for a loan or other indebtedness, but the Account Holder will not sign any document or authorize any action for the Account in the name of the Trustee or the Agent, including using his/her interest or, for civil law, right in the Account (or permitting any property of the Account to be used) as security for a loan or other indebtedness, without first having authorization from the Trustee.

17. Ceasing to be a TFSA

The Account will cease to be a TFSA immediately before the earliest of the following times: (i) the time at which the last Account Holder dies; (ii) the time the Account ceases to be a qualifying arrangement (as defined under the Act); or (iii) the earliest time at which the Account is not being administered in accordance with the conditions in subsection 146.2(2) of the Act. If the Account ceases to be a TFSA, the arrangement will nevertheless continue as a trust for the benefit of the Account Holder governed by this Trust Agreement and the attached Account Application, except that no further contributions or transfers may be made to the Account under section 3 and no transfers or distributions may be made under sections 13 or 14. The trust ends, and this Trust Agreement terminates, at the time when all the property of the Account has been disbursed, whether as a distribution to the Account Holder, spouse, common-law partner, beneficiary and/or legal personal representative of the Account Holder or paid or charged on account of fees, commissions, expense, taxes penalties and interest.

18. Failure to be a TFSA

The Account will not qualify as a TFSA until it is registered under the Act. An Account that is not registered will not qualify for tax benefits. Contributions will be held in an interest-bearing unregistered account and all interest earned will be taxed in the hands of the Account Holder (and the Trustee shall be indemnified in relation to any expenses incurred with respect thereto in accordance with section 24).

In the event that the Account fails to attain registered status, or becomes unregistered, the Trustee may, in its sole discretion, transfer the account property to a new (non-registered) account opened on the Account Holder's behalf or to a non-registered account which the Account Holder already has in place. The Trustee shall be entitled to place a hold on some or all of the assets in the new or existing account until the documentation required in accordance with section 23 is received and may use such funds to satisfy the indemnities set out in sections 19 and 24 hereto.

The Trustee may also, in its sole discretion, close the account and return the account property to the Account Holder. This may require the Trustee to liquidate or redeem the account property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. The Account Holder will be responsible for any fees, penalties or loss of value that may occur as a result. The Account Holder is solely responsible for ensuring that the information provided to the Trustee upon account opening is consistent with the information on file with the Canada Revenue Agency. The Account Holder is solely responsible for contacting the Canada Revenue Agency to rectify any inconsistencies in this information.

Trust Agreements (cont'd)

The Account Holder is solely responsible for any income tax implications that may arise as a result of the original account failing to attain registered status. It remains the Account Holder's responsibility to reapply for registered status and to report any income. The Trustee will not resubmit an Account Application for registration. This remains the responsibility of the Account Holder.

19. Third-Party Orders or Demands

The Trustee shall be entitled to be indemnified out of the property of the Account in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Account or part or all of its property, or to issue payment from the Account, with or without instructions from the Account Holder or in contradiction of instructions of the Account Holder. The Trustee may permit any duly authorized person to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Account or related to the Account and shall similarly be entitled to indemnity out of the property of the Account for so doing. In the event the property of the Account shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Account the Account Holder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

The Trustee/Agent retains the ability to restrict trading upon receipt of an order or demand. The Trustee/Agent will not be liable for any decreases in account value during the restriction period.

20. Ownership and Voting Rights

The Trustee may hold any property or investment of the Account in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any investments held in the Account may be exercised by the Account Holder and the Account Holder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with applicable laws.

21. Fees, Expenses, Taxes, Interest and Penalties

The Trustee and/or the Agent may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time, provided that the Trustee and/or the Agent will give reasonable prior written notice to the Account Holder of a change in the amount of such fees. Such fees may be paid for out of, or recovered from, the property of the Account, to the extent that they are not paid when due by the Account Holder.

The Account Holder acknowledges that the Agent (or an affiliate) may charge fees, commissions and expenses to the property of the Account in its capacity as the investment advisory firm for the Account Holder.

The Trustee and/or the Agent may charge expenses incurred by the Trustee and/or the Agent in the administration of the Account. Such expenses may be paid out of, or recovered from, the property of the Account, to the extent that they are not paid when due by the Account Holder.

All taxes, penalties, and interest applicable to the Account (for greater certainty this does not include amounts that may be imposed under Part XI.01 of Act on the holder or the issuer of the Account (as defined in the Act) such as with regard to nonqualified investments, shall be charged to the Account Holder. Such taxes, interest and penalties will be paid for by, or recovered from the Account Holder.

The Trustee may, without instructions from the Account Holder, apply any cash held in the Account for the payment of fees or expenses charged to the Account. Where there is insufficient cash in the Account at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Account Holder regarding which investments of the Account to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Account Holder at the last address provided by the Account Holder, the Trustee or the Agent does not receive satisfactory instructions from the Account Holder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the property of the Account in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time; in the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

22. Instructions

The Trustee and/or the Agent shall be entitled to rely upon instructions received from the Account Holder or from any person designated in writing, in accordance with applicable laws, by the Account Holder to give instructions on behalf of the Account Holder or from any person purporting to be the Account Holder or such designated person, as if they were from the Account Holder. The Trustee and/or the Agent may, without incurring any liability to the Account Holder or any other person, decline to act upon any instruction if the instruction is not given in a timely manner, is not in writing where the Trustee and/or Agent require it, is not in a form or format which the Trustee and/or Agent requires, or in the opinion of the Trustee and/or Agent is not complete or otherwise does not comply with the Trustee's

and/or Agent's other requirements at such time; or if any of them has any doubt that the instruction has been properly authorized or accurately transmitted.

23. Documentation

Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate prior to accepting a contribution or transfer in accordance with section 3, acting on investment instructions in accordance with section 4, making a distribution in accordance with section 12, making a transfer in accordance with section 13, making a transfer in accordance with section 14, recognizing the acquisition or making the distribution under section 15, or taking any other action resulting in the transfer of assets to or from the Account.

24. No Liability

Except as otherwise provided in the Act, neither the Trustee nor the Agent is responsible for determining whether an investment made under the Account, according to the Account Holder's directions is or remains a qualified investment within the meaning of the Act.

If the Trustee or the Agent is liable for:

- i. any tax, interest or penalty that may be imposed on the Trustee in respect of the Account, or
- ii. any other charges levied or imposed by any governmental authority on or relating to the Account as a result of the purchase, sale or retention of any investment including, without limitation thereof, nonqualified investments within the meaning of the Act, the Trustee or Agent shall be reimbursed out of the assets of the Account therefor, or may pay any of these taxes, interest, penalties or charges out of the assets of the Account.

Except as otherwise provided in the Act, the Trustee and the Agent will not be liable for any cost incurred in the performance of their duties as set out herein or in the performance of their duties under the Act. Unless caused by the Trustee's or the Agent's bad faith, wilful misconduct or gross negligence, the Trustee and the Agent will not be liable for any loss or damage suffered or incurred by the Account, the Account Holder or any beneficiary under the TFSA, caused by or resulting from:

- a) any loss or diminution of the assets of the Account;
- b) the purchase, sale or retention of any investment;
- c) payments out of the Account that are made in accordance herewith; or
- d) acting or declining to act on any instructions given to the Trustee or Agent by the Account Holder or an individual purporting to be the Account Holder.

For greater certainty, in no event shall either the Trustee or its Agent have any liability to the Account Holder (or to the spouse or common-law partner of the Account Holder, or any beneficiary or legal personal representative of the Account Holder) for any special, indirect, reliance, incidental, punitive, consequential,

economic or commercial loss or damage of any kind whatsoever (whether foreseeable or not), suffered or incurred by the Account Holder or any beneficiary under the Arrangement (including without limitation, loss of profits or revenue, failure to realize expected savings or other economic losses and costs), howsoever arising, resulting or caused.

Except as otherwise prohibited by law, the Account Holder, his/her legal personal representatives and each beneficiary of this Account will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, interest and penalties which may be imposed on the Trustee in respect of the Account or any losses incurred by the Account as a result of the acquisition, retention or transfer of any investment or as a result of payments or distributions out of the Account made in accordance with these terms and conditions or as a result of the Trustee or its Agent acting or declining to act upon any instructions given to it by the Account Holder and any costs or expenses of the Trustee and the Agent related thereto (including legal fees).

Except as otherwise prohibited by law, in the event the Account Holder breaches this Trust Agreement, the Account Holder, his/her legal personal representatives and each beneficiary of this Account will indemnify and save harmless the Trustee and its Agent in respect of any loss, damage, or other expense (including legal fees) incurred by the Trustee or the Agent related to such breach.

In all cases where the Trustee or the Agent are entitled to be indemnified, they shall be entitled to cause such indemnity to be paid from the assets of the Account.

25. Unclaimed Balances

The property of the Account may be deemed to be abandoned or unclaimed as per the definitions of any applicable provincial legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.

The Trustee may, after making reasonable efforts to contact the Account Holder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.

The property, and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.

The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Account Holder's name, or to a new account which would be opened on the Account Holder's behalf.

Trust Agreements (cont'd)

The Account Holder may at any time, or as prescribed in any applicable legislation, instruct the Trustee to return the property/proceeds of liquidation to the Account Holder's control and/or possession.

The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in section 21, hereto.

As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Account Holder. The Account Holder authorizes the Trustee to take this action and share the personal information of the Account Holder reasonably required to contact the Account Holder.

26. Amendment

The Trustee may from time to time in its discretion amend this Trust Agreement or the attached Account Application which comprise the Account by giving 30 days' prior notice to the Account Holder; provided however that any amendment shall not disqualify the Account as a TFSA acceptable for registration under the Act or any applicable provincial legislation.

27. Replacement of Trustee

The Trustee may resign upon 60 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). The Agent may terminate the Trustee as trustee upon 60 days' prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Upon the resignation or termination of the Trustee, the Trustee shall be released and discharged from all duties and liabilities under this Trust Agreement. Where the Trustee resigns or is terminated, the Agent shall appoint a successor trustee who is permitted to be the issuer of a TFSA under the Act. The Agent shall give the Account Holder written notice of the successor trustee within 30 days of the appointment.

28. Notice

Any notice given by the Trustee to the Account Holder regarding the Account (including this Trust Agreement) shall be sufficiently given if it is delivered to the Account Holder personally or if it is mailed, postage prepaid, to the Account Holder at the address set out in the attached Account Application or the last address provided by the Account Holder. If mailed, any such notice shall be deemed to have been delivered by the tenth business day following the day of mailing.

29. Binding

The terms of this Trust Agreement shall be binding upon the survivor, beneficiaries, heirs, executors and administrators of the Account Holder and upon the respective successors and assigns of the Trustee and the Agent. This Trust Agreement may be assigned by the Trustee at any time to a person who is permitted to be the issuer of a TFSA under the Act; however the Account Holder may not assign this Trust Agreement.

30. Governing Law

This Trust Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in Canada in which the branch of the Agent (or an affiliate) is located where the Account is maintained.

If any provision of legislation referred to in this Trust Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.

General

VIII.1 Entire Agreement and Severability

This Agreement constitutes the entire Agreement between the parties hereto with respect to matters herein. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed to be dependent upon any other covenant or provision unless so expressed herein.

VIII.2 Governing Law

This Agreement will be governed by and construed and enforced in accordance with the laws of the jurisdiction in Canada where our office that services your Account is located and the federal laws of Canada applicable therein. We agree to submit to the jurisdiction of the courts of your province or territory with respect to matters that may arise with your Account.

VIII.3 Waiver

Failure to insist upon strict compliance with any of the terms, covenants and conditions in this Agreement will not be deemed a waiver or relinquishment of any similar right or power under this Agreement at any subsequent time or of any other provision of this Agreement.

VIII.4 Language of Agreement and other Documents

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et complétés en anglais.

VIII.5 Business Locations and Notice

Our head office is located at:

BMO Private Investment Counsel Inc.
1 First Canadian Place,
100 King Street West, 41st Floor
Toronto, ON M5X 1A1

To locate the closest BMO Private Banking branch to you please visit our website at bmoprivatebanking.com or contact your Investment Counsellor.

BPIC does not maintain a business office in Prince Edward Island, Nunavut, the Northwest Territories or the Yukon, and a client account will be serviced through one of BPIC's offices in another province and therefore a client may have difficulty in enforcing any legal rights the client has against us.

We agree to submit to the jurisdiction of the courts of the province or territory of the client with respect to matters that may arise with the client's account.

Should the client require BPIC's address for service of legal proceedings, the respective address that should be used on our behalf is:

Prince Edward Island
137 Queen Street West, Suite 300
Charlottetown, PEI C1A 4B3

Northwest Territories and Nunavut
601-4920 52 Street
Yellowknife, NWT X1A 3T1

Yukon
300-204 Black Street
Whitehorse, Yukon Y1A 2M9

VIII.6 Amendments

We may amend this Agreement at any time with written notice to you. The amendment will take effect at the time stipulated in the notice of such amendment.

VIII.7 Assignment

This Agreement may be assigned, in whole or in part, by Bank of Montreal, Custodian and/or BPIC as applicable to an affiliate without your written consent upon prior notice to you and to any regulatory authority having jurisdiction with respect to such assignment. You may not assign this Agreement to any other party without our written consent.

VIII.8 Your Personal Information

BMO Financial Group is committed to respecting and protecting the privacy and confidentiality of your Personal Information and wants to help you understand how we collect, use and share it. Please see our Privacy Code (available from your Investment Counsellor or at www.bmo.com/privacy) for details.

VIII.9 Section Headings and Terminology

The Section headings used in this Agreement are for convenience only and shall not be given any legal import. In this Agreement, where the singular is used, it includes the plural and vice versa, and the term "including" or "includes" means "including (includes), but not limited to".

VIII.10 Client Concerns

We are committed to resolving any concerns you may have in a timely and effective manner. If you have a concern:

1. Talk to Us

Talk to your Investment Counsellor about your concerns. If your concerns are not resolved by your Investment Counsellor, please escalate your concern to a Market Manager for your region. Your Investment Counsellor will provide you with the Market Manager's contact information or you can call BMO Private Banking at 1-800-844-6442 or go to www.bmo.com/privatebanking for more information.

2. Escalate to the Office of the Chief Compliance Officer, BMO Private Banking

If the Market Manager is unable to resolve your concerns, please forward your complaint in writing to the Office of the Chief Compliance Officer at the following address:

BMO Private Banking
Office of the Chief Compliance Officer
1 First Canadian Place,
100 King Street West, 21st Floor
Toronto, ON M5X 1A1

3. Escalate to the BMO Ombudsman

If you remain dissatisfied after taking the above steps, you may direct your complaint to the BMO Financial Group's Ombudsman. The BMO Ombudsman's mandate is to conduct impartial reviews of unresolved financial services complaints for customers of Canadian operating groups, including BMO Private Banking. The process is based on fairness, integrity and respect, and considers: the interests of all parties, any relevant documentation, applicable laws, rules, regulations, policies and industry practices, as well as the overall fairness of the situation. At the conclusion of a review, the BMO Ombudsman may facilitate a resolution between the parties or make a recommendation to settle the complaint.

The BMO Ombudsman does not investigate certain types of complaints, including:

- Credit granting policies or risk management decisions
- Decisions to close accounts
- Business decisions to change product or service offerings
- Levels of interest rates, service charges or fees that apply to all customers
- Transaction or other product or service issues for which BMO records no longer exist
- Matters that are, or have been, before a Court, tribunal, or other independent dispute resolution body:

BMO Financial Group Office of the Ombudsman
1 First Canadian Place
P.O. Box 150
Toronto, ON M5X 1H3
Tel: 1-800-371-2541
Fax: 1-800-766-8029
Email: bmo.ombudsman@bmo.com

4. Escalate to the BMO Financial Group Privacy Office

If your complaint relates to the privacy of your personal information and remains unresolved after following Steps 1 and 2 you may contact the Privacy Office at privacy.matters@bmo.com or:

BMO Financial Group
Office of the Chief Privacy Officer
1 First Canadian Place
P.O. Box 150
Toronto, ON M5X 1A1

5. Contact the Ombudsman for Banking Services and Investments (OBSI)

As a Client of BMO Private Banking, you have the additional option of escalating your complaint to the OBSI, which is an independent service for resolving banking services and investment disputes.

It is your right to bring your case to OBSI for an impartial, informal and confidential review. OBSI is not a regulator, and does not advocate for consumers or the industry. Services are free to consumers.

Ombudsman for Banking Services and Investments
20 Queen Street West, Suite 2400
P.O. Box 8
Toronto, ON M5H 3R3
Tel: 1-888-451-4519
Fax: 1-888-422-2865
Email: ombudsman@obsi.ca

Other important information for our Clients in Quebec: The Autorité des marchés financiers ("AMF") offers guidance to consumers in Quebec who wish to make formal complaints regarding investment and financial services in Quebec.

You may contact the AMF by telephone at 1-877-525-0337, by facsimile at 514-873-3090, or by mail at:

Autorité des marchés financiers
800, square Victoria, 22^e étage C.P. 246, tour de la Bourse
Montréal, PQ H4Z 1G3

You may also visit: lautorite.qc.ca



BMO Private Banking is part of BMO Wealth Management and is a brand name under which banking services are offered through Bank of Montreal, investment management services are offered through BMO Private Investment Counsel Inc., a wholly owned indirect subsidiary of Bank of Montreal, and estate, trust, planning and custodial services are offered through BMO Trust Company, a wholly owned subsidiary of Bank of Montreal. BMO Wealth Management is a brand name that refers to Bank of Montreal and certain of its affiliates in providing wealth management products and services.

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