

Purchase Instructions



PART 1: CLIENT INFORMATION

Plan type RRSP RRIF TFSA RDSP Account No. _____ ("Registered Plan")

Client Name _____

PART 2: PURCHASE ORDER INFORMATION

I hereby direct Community Trust Company ("CTC"), in its capacity as trustee of my Registered Plan, to settle the following purchase transaction in accordance with my instructions. The terms of the purchase transaction have already been agreed to with the counterparty.

Issuer Name _____ (the "Issuer")

Security Type (i.e. Units/Shares) _____ ("Exempt Market Securities")

Number of Securities: _____ Price per Security: _____ Total Purchase Price: \$ _____

PART 3: SELLER INFORMATION

Same as Issuer **OR**

Seller Name _____ (the "Seller")

Address _____

City _____ Province _____ Postal Code _____

PART 4: SETTLEMENT INSTRUCTIONS

I hereby direct CTC to issue settlement payment to the Payee named below from my Registered Plan in the total amount of \$ _____ which I confirm is the fair market value of the Exempt Market Securities. I further authorize and direct CTC to deduct the CTC Unit/Share purchase fee from my Registered Plan in the amount of \$ _____.

Disburse as: 1. Cheque: Mail Pick up Issue settlement cheque to: Payee (Payee info and contact person required only for cheque option.)

OR 2. Wire: _____
Bank Number Transit Number Account Number

Name of Payee _____ Contact Person _____

Address _____

City _____ Province _____ Postal Code _____

Certificate Registration & Delivery Instructions:

Certificate evidencing the Exempt Market Securities shall be registered as follows:

"Community Trust Company in Trust For _____"
Plan Type Account Number Client Name

Please deliver certificates to Community Trust Company, Attn: Investment Services Department, 2350 Matheson Blvd. E, Mississauga, ON L4W 5G9 (Note: Issuer to provide written confirmation of security purchase if book based entry only).

PART 5: DEALER INFORMATION

Dealer Name _____ Telephone _____

Address _____

City _____ Province _____ Postal Code _____

Community Trust Company is committed to protecting the personal information of our clients. Personal information obtained in the course of doing business with you is not collected, used or disclosed except in compliance with governing legislation, including Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).

PART 6: TERMS AND CONDITIONS

1. My instructions above are subject to the following terms and conditions, which are in addition to any other term, condition, representation, warranty or agreement previously or hereafter given by me to CTC relating to my Registered Plan.
2. With respect to any acquisition (the “**Acquisition**”) or holding by my Registered Plan of the Exempt Market Securities (“**EMS**”):
 - a) I have obtained such financial, investment, tax and legal advice, and carried out such due diligence, having regard to my personal circumstances, as I have considered necessary and/or appropriate.
 - b) I have neither sought nor obtained any advice from CTC with respect to the Acquisition or the EMS, including its suitability as an investment for my Registered Plan. **I acknowledge that CTC is not in the business of providing investment advice and confirm that CTC is not responsible for any decision I may make as to the Acquisition or the retention of any investment in my Registered Plan.**
 - c) I, with or without the assistance of my personal advisor(s), including any exempt market dealer, if applicable, negotiated the terms of the Acquisition. CTC provided no advice or assistance on the Acquisition, nor has it acted as an intermediary between me and the counterparty in the Acquisition.
 - d) CTC’s role in respect of any Acquisition is solely that of trustee of my Registered Plan.
 - e) I understand that it is my sole responsibility to determine that all investments made in respect of my Registered Plan are “qualified investments” as such term is defined in the *Income Tax Act* (Canada) and regulations thereunder (collectively, the “**Applicable Law**”).
 - f) CTC has neither undertaken any due diligence on my behalf nor made any independent determination as to the status of the EMS as being a “qualified investment”, and not a “prohibited investment” for my Registered Plan, as such term is defined under Applicable Law.
 - g) I certify and confirm that the EMS is a “qualified investment” under Applicable Law and for as long as my Registered Plan holds the EMS, I alone will be responsible for ensuring that the EMS remains a “qualified investment” and not a “prohibited investment” for my Registered Plan and I shall inform CTC if the EMS ceases to be a “qualified investment” or becomes a “prohibited investment” for my Registered Plan.
 - h) I deal at arm’s length, as such term is defined in Subsection 251(1) of the Applicable Law, with the Issuer of the EMS. I am not a “connected person”, “connected shareholder” or “designated shareholder” of the Issuer of the EMS, as such terms are defined in Section 4901 of the *Income Tax Regulations*, C.R.C., c. 945 (the “**Regulations**”).
 - i) I understand that the price paid for the EMS must be the fair market value for such securities at the time of the Acquisition by my Registered Plan and that if this price is greater than the fair market value, the excess must be included in my income for the current taxation year.
 - j) CTC is not responsible for determining the fair market value of the EMS at the time of the Acquisition or thereafter. However, CTC may record and may from time to time revise its recording of the fair market value (or a value that it believes may be the fair market value) of the EMS in its records, and may report such values to me, to any taxation or regulatory authorities or to any advisor or third party that I may authorize.
 - k) If the Acquisition requires the execution by CTC of any subscription agreement, shareholders agreement, certificates evidencing the ownership of the EMS and/or any other documentation (the “**Instruments**”), I have delivered such Instruments to CTC, together with the Prospectus/Offering memorandum and any other documents, as may be applicable (collectively, the “**Documentation**”). I further certify that (1) I have reviewed or received independent advice on such Documentation, and (2) the Instruments are in good form for execution, free from any misrepresentations or inaccuracies by me or on my behalf, including my status for the purposes of the reliance by the Issuer of the EMS on any applicable prospectus exemption. I hereby authorize and direct CTC to execute all such Instruments and this should be your full and sufficient authority for doing so.
 - l) CTC may in its sole discretion refuse any instruction to acquire, or to continue to hold, any EMS in my Registered Plan and may cause the EMS to be removed from my Registered Plan. I agree to provide CTC with any information it may require in connection with any EMS, including for compliance with tax and securities laws and regulations.
 - m) I acknowledge that delivery to CTC of the acquired EMS, including the delivery of any certificate or other document representing or confirming the ownership of the EMS, is the responsibility of the Seller and/or myself and not of CTC. If CTC has paid for such EMS from my Registered Plan but has not received adequate evidence or confirmation of the ownership of the EMS in my Registered Plan within 60 days of the purported acquisition, it may treat such paid funds as being de-registered from my Registered Plan and I acknowledge the adverse tax consequences that would follow.
 - n) CTC is not responsible for monitoring the EMS, including whether payment of any interest, dividend or other distribution, or any corporate action, by the Issuer relevant to the EMS has been announced, declared or has occurred. CTC’s only responsibility relating to any distribution is to deposit any payment or security that it receives with respect to EMS into my Registered Plan. CTC will not be responsible for investigating, pursuing or enforcing any payment obligation of the Issuer or for confirming the correctness of any amount received.
3. I agree to indemnify, defend and hold harmless CTC, its directors, officers, employees and agents (each and together, the “**Indemnified Party**”) from and against any and all losses, costs, damages, claims, actions, demands, proceedings, charges, expenses and liabilities of any nature whatsoever (including, without limitation, legal fees and expenses) which the Indemnified Party may incur or which might be claimed against the Indemnified Party by any person, entity, regulatory or government agency or body, and which may in any way whatsoever arise out of, be in connection with or result from (i) CTC acting as trustee for the Registered Account or in any way acting in accordance with any authorization, direction and instruction received from me; (ii) a breach by me of any representation or warranty under these terms and conditions; or (iii) a breach by me of any duty or obligation under these terms and conditions.
4. I understand that in the event that the EMS is not a “qualified Investment” for the purposes of the Applicable Law, there may be adverse tax consequences and I agree to assume full responsibility for such consequences. Without limiting the generality of the immediately preceding paragraph, I agree to indemnify, defend and save harmless CTC from and against any and all liabilities, losses, damages and costs (including, without limitation, legal fees and expenses) which CTC may incur as a result of any action, investigation, proceeding or claim brought or commenced against CTC by the Canada Revenue Agency or any other person arising from such event.
5. I will not commence, threaten to commence or otherwise engage in a legal proceeding relating to the Registered Plan, in the name of or on behalf of CTC, without CTC’s prior written consent, which consent may be withheld in CTC’s sole discretion. If CTC incurs (i) any liability to make any payments with respect to the Registered Plan or the EMS or (ii) any liability (including any legal fees or expenses) on account of being made a party to any litigation, proceeding or investigation as a result of holding title to the EMS or otherwise in connection with the Registered Plan, for any reason whatsoever, I will indemnify, defend and hold harmless CTC for any and all costs, charges, payments and other expenses arising in connection therewith and for any sums advanced by CTC on behalf of the Registered Plan for any reason whatsoever.
6. I release and forever discharge CTC, its directors, officers, employees, and agents from all actions, causes of action, suits, debts, duties, covenants, claims and demands whatsoever which I could or might have against them for, or by reason of, or in any way arising out of any cause, matter or thing whatsoever which may arise out of the advance of funds as authorized and directed by me. I further covenant and agree not to make any claim or maintain any action or proceeding against any person or entity in which anything hereby released could be claimed by way of contribution or indemnity or otherwise, including the directors, officers, employees and agents of CTC.
7. CTC reserves the right to have any EMS in my Registered Plan, or that is subject to my instruction or any transaction in my Registered Plan, reviewed by its solicitors and the costs of such review will be paid by me or from my Registered Plan.
8. I have received and reviewed a copy of CTC’s current Investment Services Fee Schedule (the “**Fee Schedule**”) and agree to pay all fees associated with the holding of the EMS in my Registered Plan. CTC reserves the right to change the fees set out in the Fee Schedule, in accordance with provisions of the Declaration of Trust governing my Registered Plan.
9. I expressly request that this document and any related instruments be drawn up in the English language. Je demande expressément que la présente formule et tous les documents qui s’y rapportent soient rédigés en anglais.

PART 7: SIGNATURES

I hereby authorize CTC to provide to the Seller, Issuer, and Dealer all requested financial information pertaining to this transaction and process these instructions on my behalf. I confirm the above instructions and agree to the above terms and conditions.

Client Name

Client Signature

Date

Witness Name

Witness Signature

Date

INV-018-01-0518