



Please mail/fax this form to:
 CIBC Mellon Global Securities Services Company
 320 Bay Street P.O. Box 1
 Toronto, ON M5H 4A6
 Tel: (416)642-5547 Fax: (416)365-4371
 Tel: (877)616-6837

| INVESTMENT ACCOUNT APPLICATION FORM | |
|-------------------------------------|---|
| Check One | <input type="checkbox"/> New Account |
| | <input type="checkbox"/> Additional Investment/Redemption |
| | <input type="checkbox"/> Change/Add Information |
| Account Number: _____ | |

| 1. Client/Annuitant Information | | | |
|---------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Mr. | <input type="checkbox"/> Mrs. | <input type="checkbox"/> Miss | <input type="checkbox"/> Ms. |
| <input type="checkbox"/> Dr. | <input type="checkbox"/> Corporation | <input type="checkbox"/> Association | <input type="checkbox"/> Other _____ |
| Name _____ | | Social Insurance Number _____ | Date of Birth(YYY/MM/DD) _____ |
| Address _____ | | Home Telephone Number _____ | () _____ |
| City _____ | Province _____ | Postal Code _____ | Business Telephone Number _____ |

| 2. Joint Client/Spousal Information | | | |
|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Mr. | <input type="checkbox"/> Mrs. | <input type="checkbox"/> Miss | <input type="checkbox"/> Ms. |
| <input type="checkbox"/> Dr. | <input type="checkbox"/> Corporation | <input type="checkbox"/> Association | <input type="checkbox"/> Other _____ |
| Name _____ | | Social Insurance Number _____ | Date of Birth(YYY/MM/DD) _____ |
| Address _____ | | Home Telephone Number _____ | () _____ |
| City _____ | Province _____ | Postal Code _____ | Business Telephone Number _____ |

| 3. Dealer Information | | | | | |
|--|---------------------------------------|---------------------------------------|--------------------------|-----------|------|
| Dealer Name (please print) | Representative Name (please print) | Dealer Code | Representative Code | Signature | Date |
| Account Type: <input type="checkbox"/> Nominee | <input type="checkbox"/> Client Name | <input type="checkbox"/> Intermediary | Intermediary Code: _____ | | |
| Account Plan: <input type="checkbox"/> RIF | <input type="checkbox"/> Non-RIF | | | | |
| Dealer Account No: _____ | Intermediary Account No: _____ | | | | |

| 4. Purchase/Redemption Order | | | | | |
|------------------------------|-------------|------------------------|------------|---|-------------------------------------|
| Name of Note | Note Number | Investment Amount (\$) | Buy/Redeem | Sales Charge (for Front Load Purchases) | Wire Order Number (Dealer Use Only) |
| | | | | | |
| | | | | | |
| | | | | | |

Net Investment/Redemption Amount: \$ _____

| 5. Special Instructions Regarding Payout | | |
|--|------------------------------|---------------------------------|
| Any and all monies issued are to be: | | |
| REINVEST <input type="checkbox"/> | EFT <input type="checkbox"/> | CHEQUE <input type="checkbox"/> |
| Bank information as follows: | | |
| Bank _____ | Transit _____ | Account _____ |
| Attach VOID cheque. | | |

6. RIF Payments (For RIF Accounts only)

Minimum Amount: For the purpose of calculating the minimum amount payable each year from the Fund, I hereby elect to use: (check one)

Nominee my spouse's or common-law partner's age, and I certify that his or her birth date as set out above is correct.

Total Annual Payment Amount: I request in each year a total annual payment of: (check one)

the minimum amount payable (this is zero in year of purchase); or \$_____.

Payment Frequency: Please make payments monthly quarterly semi-annually annually; commencing _____

Please deduct the annual administration fees from my RRIF I will pay the annual administration fees directly.

7. For RIF Holdings Only

TO: COMPUTERSHARE TRUST COMPANY OF CANADA (the "Trustee")

I hereby apply for a Scotia Capital Inc. SELF-DIRECTED RETIREMENT INCOME FUND (the "Fund") in accordance with the terms and conditions of this Application and the Declaration of Trust attached hereto. By signing below, I have agreed that:

1. I have read, understood and agree to the terms of the Declaration of Trust.
2. I declare that the information given in this Application is true, correct and complete.
3. I request that the Trustee apply for registration of the Fund as a registered retirement income Fund under the Income Tax Act (Canada).
4. I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is qualified under the tax laws, and I am aware of the consequences of acquiring and holding investments which are not qualified.
5. The Trustee may delegate certain of its duties relating to the Fund to Scotia Capital Inc. as its Agent.
6. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment.
7. Any benefit received under the Fund is taxable under the Income Tax Act (Canada).
8. In the event of my death, the proceeds of the Fund will be paid to the beneficiary, if any, whom I have designated in this Application, if permitted by law. Otherwise, such proceeds will be paid to my estate.

CLIENT/ANNUITANT'S SIGNATURE

DATED AT _____, PROVINCE OF _____, THIS _____ DAY OF _____ 20_____.

Signature of Client/Annuitant

Name of Witness (print). Must not be related to Beneficiary

Signature of Witness

Accepted on behalf of Computershare Trust Company of Canada by its Agent, Scotia Capital Inc.

Authorized Signature of Agent

Date

DESIGNATION OF SUCCESSOR ANNUITANT/BENEFICIARY

I hereby revoke any previous designations of beneficiary made by me for this Fund and I hereby: (check one or none)

elect to have my spouse or common-law partner, if then living, become the successor annuitant of the Fund upon my death, and I certify that his or her personal information as set out in the preceding section is correct; or

designate the person named below, if then living, as beneficiary to receive the proceeds payable under the Fund upon my death.

Name of Beneficiary in full

Social Insurance Number

Address of Beneficiary

Relationship to Client/Annuitant

Signature of Client/Annuitant

I understand that I am solely responsible for ensuring that the above designation of beneficiary is legally valid.

CAUTION: In some provinces, your designation of beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. If you wish to change your beneficiary, you will have to do so by means of a new designation.

8. Agreement (for client name accounts only)

To: CIBC Mellon Global Securities Services Company ("CIBC Mellon") and Scotia Capital Inc. ("SC")

- The undersigned confirms that the information above is accurate and complete.
- The undersigned understands and acknowledges that any order to purchase the notes described above (the "Notes") will be part of a larger offering of Notes, and that the issuer may accept any purchase order in its discretion, and reserves the right to allot to the undersigned an amount less than the total amount of the purchase order.
- The undersigned hereby designates CIBC Mellon to act as custodian for any Notes purchased hereunder, and acknowledge that Notes held by CIBC Mellon as custodian may be held in the name of CIBC Mellon or in the name of its nominee or agent, or with any such custodian, clearing corporation or depository as SC may determine.
- The undersigned agrees that any and all cheques required in connection with the purchase of Notes shall be made payable to: "CIBC Mellon Global Securities Services Company ITF Scotia Capital Inc." All amounts received in connection with purchase orders will be held by CIBC Mellon for the benefit of the undersigned pending the closing of the offering of Notes. All amounts received in connection with purchase orders will be held by CIBC Mellon in a non-interest bearing account pending the closing of the offering of Notes.
- The undersigned acknowledges that any "redemption" of a Note through the FundSERV network will actually represent a sale of such Note to SC pursuant to a standing bid order for the Note by SC, and that SC will make such bid in its sole discretion, and not pursuant to any obligation to do so. All cheques required in connection with the sale of or upon maturity of Notes will be issued to the undersigned by CIBC Mellon or agent for SC on behalf of the issuer of the Note.
- The undersigned represents that the undersigned has the legal power and authority to execute this agreement and to take all actions required pursuant hereto.
- The undersigned represents that the undersigned is a resident of Canada and his/her principal residence is located at the address set out above.
- This agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

We acknowledge that we have read and understand the above, and agree to be bound to its terms

Signature of Client/Annuitant

Date (YYYY/MM/DD)

Signature of Joint Client/Spouse

Date (YYYY/MM/DD)

Signature Guarantee (Dealer)

Date (YYYY/MM/DD)

For RIF Holdings: SCOTIA CAPITAL INC. RETIREMENT INCOME FUND DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Scotia Capital Inc. Self-Directed Retirement Income Fund (the "Fund") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"Agent" refers to the company named in paragraph 12;

"common-law partner" has the meaning set forth in the Act;

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act;

"RRSP" means a registered retirement savings plan, as defined in the Act;

"spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Computershare Trust Company of Canada;

"You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after your death, your spouse or common-law partner if they become the successor annuitant of the Fund as described in paragraph 9 hereof ;

1. **REGISTRATION:** We will apply for registration of the Fund in accordance with the Tax Laws. The purpose of the Fund is to provide you with a Retirement Income in accordance with the Act.
2. **ACCEPTANCE OF PROPERTY INTO THE FUND:** We will accept into the Fund only cash and other property that is transferred in accordance with the Tax Laws, from:
 - a) an RRSP or RRIF under which you are the annuitant;
 - b) you, to the extent only that the property was an amount described in subparagraph 60(l)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse or common-law partner, or you were dependent upon him or her by reason of physical or mental infirmity);
 - c) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership;
 - d) a registered pension plan of which you are a member (as defined in subsection 147.1(1) of the Act), or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act; or
 - e) a provincial pension plan in circumstances to which subsection 146(21) of the Act applies.

We will hold this property and any investments, income or gains therefrom (the "Fund Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws.

3. **INVESTMENTS:** We will hold, invest and sell the Fund Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash in a demand deposit account with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. However, it will be solely your responsibility to determine whether any transferred property or investment is or remains a "qualified investment" for RRIFs pursuant to the Tax Laws. The Fund will bear any taxes, penalties or related interest imposed under the Tax Laws. If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular transferred property or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Fund.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Fund Assets.

4. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Fund Assets, all investment transactions and all payments from the Fund. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period. We will also send you by the end of February in each year a tax information slip showing the total amount of all payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income tax return.
5. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the Fund Assets, including the right to vote or give proxies to vote in respect thereof or to sell assets to pay any assessments, taxes or charges in connection with the Fund. However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.
6. **PAYMENTS:** Each calendar year, we will make one or more payments to you, totaling not less than the minimum amount as defined in subsection 146.3(1) of the Act. No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. The minimum amount for the year in which the Fund is established is zero, meaning you do not have to take payments if you do not want to. We will make payments to you in the amounts and at the times you direct us, as set out in your application form or in other acceptable directions, and you may change these directions. You may direct us to make payments which exceed the minimum amount for the year, in which case we must withhold tax from the excess. If you do not specify the amount to be paid or if the amount you specify is less than the minimum amount for a year, we will make payment(s) to you equaling at least the minimum amount. At the end of the year in which the last payment is made, an amount equal to the value of the Fund Assets must be paid out.

You may elect to have the minimum amount determined using your spouse's or common-law partner's age. To do so, you must complete the appropriate area on the application form before we make any payment to you out of the Fund.

It is solely your responsibility to ensure that there is sufficient cash in the Fund to make these payments. We will not be required to make any such payment *in specie*. If any Fund Assets must be sold to provide the required cash and we do not have your instructions as to which to sell, we will sell any of the Fund Assets that we, in our sole discretion, consider appropriate. We will not be liable for any loss that results from a sale.

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

We will not make any payments other than those described in paragraphs 6, 7 and 10 of this declaration. However, before making any such payment, we may charge against the Fund the amount of any taxes, penalties, interest, fees and expenses that are payable hereunder, under the Tax Laws or under other applicable laws.

7. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer all or part of the Fund Assets (net of any costs of realizations and of any property we must retain under the Tax Laws to ensure that the minimum amount may be paid to you in that year) to:
 - (a) a RRIF under which you are the annuitant; or
 - (b) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which you are the annuitant, we will also transfer all information necessary for the continuance of the Fund. If only a portion of the Fund Assets is being transferred under this paragraph, you may specify in writing which Fund Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Fund Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. We will be discharged from all further duties and liabilities in respect of any Fund Assets so transferred.

8. **NO BENEFIT OR LOAN:** No benefit or loan that is conditional in any way on the existence of the Fund may be extended to you or to any person with whom you do not deal at arm's length, other than any benefit or loan which may be permitted from time to time under paragraph 146.3(2)(g) of the Act.
9. **DESIGNATION OF SUCCESSOR ANNUITANT / BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries to receive an amount or amounts out of the Fund after your death, in accordance with one of the following:
 - (a) **Successor Annuitant:** You may at any time elect that your spouse or common-law partner receives the payments under paragraph 6 after your death. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse or common-law partner after your death, if your legal personal representative requests this; or
 - (b) **Beneficiary of Lump Sum:** You may designate one or more beneficiary(ies) to receive the Fund Assets or the proceeds thereof, less any applicable taxes and any fees or expenses payable under this declaration, in a lump sum payment.

You may make, change or revoke any such beneficiary designations by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Fund under paragraph 10. If more than one form has been received by us, we will act on the one with the latest signature date.

10. **DEATH:** In the event of your death, if you had not elected that your spouse or common-law partner become successor annuitant in accordance with paragraph 9(a) above (or you had so elected but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Fund Assets, or sell them and pay out the proceeds, to any other beneficiary(ies) designated in accordance with paragraph 9 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
11. **PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of calculating your Retirement Income.
12. **DELEGATION:** You authorize us to delegate to Scotia Capital Inc. (the "Agent") the performance of certain of our duties, including the following:
 - (i) receiving transfers of cash and other property into the Fund and accepting on our behalf your application;
 - (ii) registering the Fund with the Canada Revenue Agency;
 - (iii) investing the Fund Assets in accordance with this declaration;
 - (iv) holding the Fund Assets in safekeeping, in its name or in the name of its nominee or custodian;
 - (v) maintaining your account and providing you with statements and notices;
 - (vi) receiving and implementing your notices and instructions;
 - (vii) collecting fees and expenses from you or the Fund;
 - (viii) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
 - (ix) issuing tax information slips and preparing and filing tax returns or forms relating to the Fund;
 - (x) withdrawing or transferring Fund Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Fund, the Tax Laws or other applicable legislation;

and any other duties relating to the Fund as we may determine appropriate from time to time. We, however, will bear ultimate responsibility for the administration of the Fund in accordance with this declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraphs 13 and 14 are also given to, and are for the benefit of, the Agent.

13. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Fund reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you 30 days written notice of a change in the amount of any such fee. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Fund. All amounts so payable will be charged against and deducted from the Fund Assets, unless you make other arrangements with us. If the cash in the Fund is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Fund Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.
14. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on your instructions is or remains a "qualified investment" for RRIFs under the Tax Laws, and we are not liable for any tax payable by you.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Fund is terminated and all of the Fund Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Fund.

We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Fund, you or any other person in connection with the Fund, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Fund, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Fund or the Fund Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

You, your heirs and legal personal representatives and each beneficiary under the Fund agree to and do hereby indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defence thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Fund. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Fund Assets. If the Fund Assets are insufficient to cover the claim, or if the claim is made after the Fund has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this section 14 shall survive the termination of the Fund.

15. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Fund by giving you and the Agent 60 days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 60 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Fund and will be reimbursed from the Fund Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Fund without further act or formality.

In the event of a change of trustee, we will transfer the Fund Assets to the Successor Trustee within 30 days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 7 hereof, including the retention of any property necessary to ensure payment to you that year of the minimum amount.

16. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Fund as a RRIF under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.
17. **NOTICE:** You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.
18. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
19. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Fund or the Fund Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
20. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.
21. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Fund, and manage your Fund and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of one or the Agent's duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.