

Tax-Free Savings Account Application

To open a Tax-Free Savings Account, you must be at least 18 years of age, be a resident of Canada and have a social insurance number.

1 Holder Information

1. Mr. 2. Mrs. 3. Miss. 4. Ms 5. Dr.

First Name _____ Initial _____ Surname _____

Address _____

City _____ Province _____ Postal Code _____ Country of Residence _____

Date of Birth (mm/dd/yyyy) _____ Social Insurance Number _____ Home Phone _____ Business Phone _____

E-mail _____ Language Preference English French

I give express consent to receive emails from Tradex

Citizenship (Check all that apply) CAN US Other _____ No. of dependents _____

2 Holder Employment Information and Identification

Employer _____ Occupation _____

Address _____ City _____ Province _____ Postal Code _____

Identification (government issued photo identification) :

Type _____ Issuer _____ Number(#) _____ Expiry Date _____

3 Know Your Client Information

Provincial securities regulations require us to determine the general investment needs and objectives of potential purchasers before processing orders. The minimum information required is:

Household Net Worth	Household Income	Investment Knowledge	Time Horizon	Investment Objectives	Risk Tolerance
Estimated Liquid Assets (investments, cash) \$ _____	<input type="checkbox"/> Under \$24,999	<input type="checkbox"/> Extensive	<input type="checkbox"/> Under 5 years	<input type="checkbox"/> Income	<input type="checkbox"/> High
Estimated Fixed Assets (real estate etc.) + \$ _____	<input type="checkbox"/> \$25,000- \$74,999	<input type="checkbox"/> Moderate	<input type="checkbox"/> 5-10 years	<input type="checkbox"/> Long-term growth	<input type="checkbox"/> Medium to High
Estimated Liabilities (mortgages, loans) - \$ _____	<input type="checkbox"/> \$75,000 - 149,999	<input type="checkbox"/> None	<input type="checkbox"/> 10 years plus	<input type="checkbox"/> Balanced	<input type="checkbox"/> Medium
Estimated Net Worth = \$ _____	<input type="checkbox"/> Over \$150,000				<input type="checkbox"/> Low to Medium
					<input type="checkbox"/> Low

4 Investment Instructions for Purchase of Tradex Funds

	Amount	PAC Amount	
<input type="checkbox"/> Tradex Bond Fund	\$ _____	\$ _____	<input type="checkbox"/> Cheque payable to Tradex is attached
<input type="checkbox"/> Tradex Equity Fund Limited	\$ _____	\$ _____	<input type="checkbox"/> Pre-Authorized Chequing Plan
<input type="checkbox"/> Tradex Global Equity Fund	\$ _____	\$ _____	<input type="checkbox"/> Transfer from another account
<input type="checkbox"/> Tradex Investment Savings	\$ _____	\$ _____	<input type="checkbox"/> Other (please specify)
Total	\$ _____	\$ _____	

PAC Frequency:

Bi-Weekly Quarterly
 Monthly Semi-Annually starting: _____
 Every Two Months Annually (mm/dd/yyyy)

5 Banking Information (Please attach a void cheque)

Name of Financial Institution

Address City Province Postal Code

Bank # Transit # Account #

6 Transfer From Another TFSA

- Another TFSA of the Holder
 Tradex TFSA Account No. _____ due to the death of the Holder, named below
 Another TFSA due to the death of the Holder, named below

Deceased's Data (Mandatory if transfer is due to the death of a TFSA holder)

First Name Initial Surname

Social Insurance Number Date of Death (mm/dd/yyyy)

7 Account Information

Does anyone other than you, the Holder, have any financial interest in this account?

No Yes

Do you, the Holder, wish to appoint another person(s) to have full power and authority over this account ?

No Yes

* Successor Holder Election (optional)

I elect my spouse named herein as my successor Holder under my Account.

First Name Initial Surname

Social Insurance Number Date of Birth (mm/dd/yyyy)

+ Beneficiary Designation

In certain provinces a beneficiary designation or any revocation thereof may be made only by a will. In addition, in some cases the rights of the spouse may override such beneficiary designation. Also, as your designation may not automatically change as a result of your future marriage or marriage breakdown, or as a result of the death of the beneficiary, you may need to complete a new designation for this purpose. It is your sole responsibility to ensure that the beneficiary designation is effective and is changed when appropriate.

If you have

- not completed the Successor Holder election in the section above and you want to designate a beneficiary to receive the proceeds of your Account in a lump sum or
- completed the Successor Holder election in the section above and you want to designate another person to receive the proceeds of your Account in a lump sum in the event that your Successor Holder predeceases you.

Description of definitions for Primary Investment Objective and Risk Tolerance

Investment Objective:

Income Objective – Your primary objective is to generate current income from your investments and you are less concerned with capital appreciation. Investments that will satisfy this objective include fixed income instruments such as GICs, bond funds and money market funds. While Canadian dividend funds and well diversified Canadian equity funds that stress investing in companies that are stable and provide dividend income that is comparable to the interest income on bond funds may meet an income need for suitability purposes, a growth objective is required as they have both income and growth components.

Growth Objective – Your primary objective is capital appreciation. Current income from investments is not an important requirement. This will likely lead you to hold a relatively high proportion, or 100%, of your portfolio in funds that invest in equities provided you have at least a moderate risk tolerance. It is not realistic for you to have a growth investment objective without having a long-term investment horizon.

Balanced Objective – Your primary objective is a combination of income and growth. An account with a balanced objective will seek a combination of investments that provide both current income, either in the form of interest income or dividends and the potential for some capital appreciation. The proportion of fixed income investments versus equity investments in the “income” portion of the objective will depend to a great extent on your risk tolerance and time horizon, as well as the prevailing interest rate environment and relative attractiveness of dividend yields versus yields on fixed income securities. Any investment in equities that satisfy the income portion of the objective will consist of Canadian dividend funds and well diversified Canadian equity funds that stress investing in companies that are stable and provide dividend income that is comparable to the interest income on bond funds. The plan would typically include at least 30 percent fixed income investments and no more than 69.9 percent in equity investments.

In general, those individuals who would be comfortable investing a total of 10% or more of their assets in any combination of foreign equity funds, sector specific funds and/or labour sponsored funds would be viewed as having a “high risk tolerance”. Therefore, if you own any of these types of funds and/or feel comfortable purchasing them in the future in a particular Plan you should indicate that you have a “high risk tolerance” with respect to investing in that Plan. Otherwise, Tradex may be prohibited from allowing you to purchase such funds in the future.

Risk Tolerance:

Low – Low risk investments demonstrate a low volatility and are for investors who are willing to accept lower returns for greater safety of capital. Portfolios may include such investments as GICs, money market mutual funds, short-term bond funds and bond funds with a high proportion of Government of Canada and provincial government bonds.

Low to Medium – Low to Medium risk investments demonstrate a low to medium volatility but a higher volatility than those described above. In addition to the investments noted above, low to medium risk portfolios may include regular bond funds, Canadian dividend funds and relatively conservative Canadian equity funds.

Medium – Medium risk investments demonstrate a medium volatility and are for investors that are looking for growth over a longer period of time. In addition to the investments noted above, medium risk portfolios may include well-diversified Canadian equity funds, well-diversified U.S. equity funds and certain well-diversified international equity funds.

Medium to High – Medium to High risk investments demonstrate a medium to high volatility and are for investors that are looking primarily for long term growth. In addition to the investments noted above, medium to high risk portfolios may include funds that invest in smaller companies, specific market sectors or geographic areas.

High – High risk investments demonstrate a high volatility and are for investors who are growth oriented and are willing to accept significant short-term fluctuations in portfolio value in exchange for potentially higher long term returns. In addition to the investments noted above, high risk portfolios may include labour-sponsored venture capital funds or funds that invest in specific market sectors or geographic areas such as emerging markets, science and technology, or funds that engage in speculative trading strategies including hedge funds that invest in derivatives, short sell or use leverage.

Tradex Tax-Free Savings Account Declaration of Trust

We, CIBC Mellon Trust Company, are a trust company incorporated under the laws of Canada, with our head office located at Toronto, Ontario. You are the holder named in the Application (your "Application") on the other side of this Declaration. We agree to act as trustee of your **Tradex Tax-Free Savings Account** (your "Account") on the following terms and conditions.

1. Registration and Compliance: We will file an election to register your Account under the *Income Tax Act* (Canada) (the "Tax Act") as a tax-free savings account ("TFSA"). It is intended that, at all times, your Account will comply with all relevant provisions of the Tax Act and, if applicable, the *Taxation Act* (Quebec) with respect to a TFSA. You will be bound by the terms and conditions imposed on your Account by all applicable legislation.

2. Contributions to your Account: You may make cash contributions to your Account. We will also accept transfers of cash to your Account from any source permitted by the Tax Act. In addition to cash, in our sole discretion, we may accept securities and other investments acceptable to us, if accompanied by properly executed transfer documents. We will hold contributions and transfers made to your Account, investments made with those contributions and any income or capital gains realized in respect of those investments in trust in accordance with Section 146.2 of the Tax Act.

3. Investments: Contributions and transfers to your Account will be invested and reinvested from time to time according to your investment instructions in securities of the investment funds of Tradex Management Inc. ("Tradex") listed on the Application or such other investments as we may permit from time to time. However, your Account may not hold prohibited investments. We will not be limited to investments authorized by law governing the investment of property held in trust. Before we will act on your investment instructions, the instructions must be in a form acceptable to us and be accompanied by related documentation as we may require in our sole discretion. We may accept and act on any investment instructions which we believe in good faith to be given by you. Cash distributions received and capital gains realized on investments held in your Account will be invested in additional investments of the same type from which the distribution or gain was made unless you instruct otherwise. We may retain any cash balances in your Account in our deposit department or in the deposit department of one of our Affiliates; but we and our Affiliates shall not be liable to account for any profit to any person other than at a rate, if any, established from time to time by us or our Affiliates. The rate of interest is 0%, unless otherwise notified. For the purposes of this paragraph 3, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and The Bank of New York Mellon and each of their affiliates within the meaning of the OBCA.

We shall have no responsibility or obligation with respect to the performance of any investment or reinvestment of the property held in your Account or the monitoring of the investments so made. Our obligation relating to the investment of the property held in your Account shall be limited to registering the investments of your Account in our own name, in the name of our nominee, in bearer form or in such other name as we may determine, and generally exercising all powers or rights of an owner with respect to all securities held by us for your Account, including the right to vote or give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

4. Your Responsibility: You alone are responsible for: (a) ensuring that contributions to your Account do not exceed the maximum limits permitted by the Tax Act; (b) ensuring that any transfers to your Account are permitted by the Tax Act; and (c) ensuring that the investments held in your Account are qualified investments for your Account under the Tax Act. You acknowledge and accept sole responsibility for these matters. If your Account becomes liable for tax,

interest or penalties under the Tax Act or similar provincial legislation, we may realize sufficient investments of your Account, selected in our sole discretion, to pay the liability and we will not be liable for any resulting loss.

5. Delegation to Tradex by Trustee: You expressly authorize us to delegate to Tradex the performance of certain of our administrative and custodial duties and obligations under your Account as Tradex is prepared to accept and acknowledges that, to the extent we delegate any of such duties or obligations, we shall thereby be absolutely released and discharged from performing such duties and obligations. Such duties and obligations which may be delegated include but are not limited to the following:

- a) receiving and processing contributions under your Account from you;
- b) receiving and forwarding your investment instructions to us; and
- c) receiving and forwarding your instructions relating to payments out of your Account to us pursuant to the provisions provided herein.

6. Withdrawals and Refunds: Following the receipt of your written instructions in a form acceptable to us, we will make a payment from your Account in the amount specified by you in such instructions or where such amount is required to be paid to the taxpayer to reduce the taxes otherwise payable by the taxpayer under Part X1.01 of the Tax Act. We may realize investments of your Account selected by us in our sole discretion for the purposes of making the payment and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld.

7. Transfers from your Account: Following the receipt of your written instructions in a form acceptable to us, we will transfer all or part of the assets of your Account (net of all proper charges) to the issuer of a TFSA, as instructed by you in the notice. Upon request, we will provide the issuer of the recipient Account with all relevant information in our possession. We will sell or transfer specific investments of your Account to effect the transfer if instructed by you in writing. In the absence of satisfactory written instructions, we may sell or transfer any investments of your Account selected by us in our sole discretion to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments in your Account.

8. Beneficiary Designation: If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Account in the event of your death before the maturity of your Account. You may make, change or revoke your designation by written notice signed by you in a form acceptable to us. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us. If we receive more than one beneficiary designation from you, the latest designation shall revoke all previous designations.

9. Death: Upon receipt of satisfactory evidence of your death and any other documents as we may require and provided that you made the spousal election on the Application, we will hold the assets of your Account with your spouse as the successor holder; if your spouse was living at the date of your death. If your spouse becomes the successor holder of your Account, your spouse will be deemed to be the holder of your Account with the same rights as if your spouse had been the original holder.

If your spouse is not the successor holder or does not become the successor holder, we will hold the assets of your Account for payment in a lump sum to your designated beneficiary, in accordance with Section 8 herein, if that person was living at the date of your death. If you are not permitted to designate a beneficiary, have not designated a beneficiary or if the designated beneficiary predeceases you; the assets of your Account will be paid to your legal representatives. The lump sum payment will be paid subject to the

deduction of all proper charges and any applicable taxes after we receive the releases and other documents that we require in our sole discretion.

10. Prohibition: Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Account may be extended to you or a person with whom you do not deal at arm's length. The assets of your Account may be pledged, assigned or otherwise encumbered. We will not make any payments from your Account except those specifically permitted under the provisions of this Declaration or the Tax Act.

Your Account shall be maintained for your exclusive benefit and prohibits while there is a holder of the Tradex Tax-Free Savings Account, anyone that is neither you or us from having rights under your Account relating to the amount and timing of distributions and the investing of the assets of your Account; anyone other than you from making contributions under your Account; and the trust from borrowing money or other property for the purposes of your Account.

11. Date of Birth and Social Insurance Number: The statement of your birth date and social insurance number in your Application is deemed to be a certification of its truth and your undertaking to provide proof, satisfactory to us in our sole discretion, if we request.

12. Accounting and Reporting: We will maintain an account of your Account containing such information with respect to the Account as required for purposes of the Tax Act. We will send you at least annually a statement of your account. We will provide any applicable tax reporting required to be filed with your personal income tax return relating to contributions to or withdrawals from your Account for the previous year, in accordance with the Tax Act.

13. Notice: Any notice required or permitted to be given to you by us will be sufficiently given if mailed, postage prepaid, to you at your address as indicated on your Application or any subsequent address that you have provided to us in writing for that purpose. Notice will be deemed to have been received by you on the day of mailing. Any notice required or permitted to be given to us by you will be sufficiently given if mailed, postage prepaid, to us at our head office in Toronto. Notice will be deemed to have been given on the actual date received by us.

14. Fees and Expenses: We may charge you or your Account fees for our services under this Declaration. We are entitled to reimbursement from your Account for all disbursements and expenses (including taxes, interest and penalties) reasonably incurred by us in connection with your Account. If these fees apply to you, we will give you notice of our fees and at least 30 days' notice of any increase, from time to time, in our fees. We are entitled to deduct our unpaid fees, disbursements and expenses from the assets of your Account and for this purpose you authorize us to realize sufficient assets of your Account selected in our sole discretion. We will not be responsible for any resulting loss.

15. Delegation of Duties: In addition to Section 5 herein, we may appoint agents and may delegate to our agents the performance of clerical, administrative and other duties under this Declaration. We may employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our advisors or agents. We may pay to any advisor or agent all or part of the fees received by us under the provisions of this Declaration.

16. Our Responsibility: We acknowledge that we are ultimately responsible for the administration of your Account. We, our officers, employees and agents are indemnified by you and your Account from and

against all expenses (including reasonable counsel fees and expenses) liabilities, claims and demands that may arise from holding the assets of your Account; dealing with the assets of your Account in accordance with investment instructions which we, our officers, employees or agents believe in good faith to be given by you or your properly authorized agent; delivering or releasing assets of your Account in accordance with this Declaration; and performing our obligations hereunder; except to the extent that such expenses, liabilities, claims and demands are caused by our gross negligence, wilful misconduct, fraud or bad faith. Notwithstanding any other provision of this Declaration, we will not be liable for any loss or penalty suffered as a result of any act done by us in reasonable reliance of your authority or the authority of your properly authorized agent or legal representatives. This indemnification shall survive the termination of this Declaration of trust and your Account.

17. Successor Trustee: We may resign and be discharged from all duties and liabilities under this Declaration by giving you at least 30 days' written notice. Tradex is nominated to appoint a successor trustee. Upon acceptance of the office of trustee of your Account, the successor trustee will be trustee of your Account as if it had been the original declarant of your Account. Notwithstanding any other provision herein, any corporation which may result from our merger or amalgamation with one or more other corporations or any trust company that succeeds to or acquires all or substantially all of our trust business shall thereupon become the successor trustee for all purposes hereunder without any further act or formality provided that your Account remains registered in accordance with Section 1 herein.

18. Discharge of Trustee: Upon the final payment or transfer out of all the assets in your Account in accordance with the terms hereof, we shall be fully and finally discharged of all obligations hereunder, and the trusts created hereby shall cease and be of no further force or effect.

19. Amendments: From time to time, we may amend this Declaration with the approval of Revenue Canada Agency provided that the amendment does not disqualify your Account as a TFSA under the Tax Act. Any amendment to ensure that your Account continues to comply with the Tax Act will be effective without notice. Any other amendment will be effective not less than 30 days' after written notice has been provided to you.

20. Language: You have requested that your Application, this Declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.

21. Privacy and Complaints: We will collect, use and disclose personal information to establish and service your Account, as required or permitted by law and as disclosed in our Privacy Policy. By applying for your Account, you are consenting to these collections, uses and disclosures. Our Privacy Policy is available on request from any of our offices.

If you have a concern or complaint, please refer to the [Contact Us](#) section of our website (which is www.cibcmellon.com) for a list of departments that can assist you

22. Governing Laws: This Declaration will be governed, construed and enforced in accordance with the laws of Ontario (or, if applicable, Quebec) and Canada except that the word "spouse" as used in this Declaration and your Application will have the same meaning as for the purposes of the Tax Act and shall include common-law partner as defined in the Tax Act.

October 21, 2010

Risk of Borrowing to Invest

Here are some risks and factors that you should consider before borrowing to invest:

Is it Right for You?

- Borrowing money to invest is risky. You should only consider borrowing to invest if:
 - You are comfortable with taking risk.
 - You are comfortable taking on debt to buy investments that may go up or down in value.
 - You are investing for the long-term.
 - You have a stable income.

You should not borrow to invest if:

- You have a low tolerance for risk
- You are investing for a short period of time.
- You intend to rely on income from the investments to pay living expenses.
- You intend to rely on income from the investments to repay the loan. If this income stops or decreases you may not be able to pay back the loan.

You Can End Up Losing Money

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Whether your investments make money or not you will still have to pay back the loan plus interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.
- If you used your home as security for the loan, you may lose your home.
- If the investments go up in value, you may still not make enough money to cover the costs of borrowing.

Tax Considerations

- You should not borrow to invest just to receive a tax deduction.
- Interest costs are not always tax deductible. You may not be entitled to a tax deduction and may be reassessed for past deductions. You may want to consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.

Your advisor should discuss with you the risks of borrowing to invest.

Tradex Management Inc. Client Relationship Disclosure Document

1. Introduction

This document provides clients with an overview of the nature of the relationship they are entering into when they deal with Tradex and the nature of the products that we distribute. It also provides information on a number of specific aspects of how Tradex conducts its business and how this affects our clients.

2. Nature of the Products and Services We Offer

Tradex offers to clients the following investment and insurance products:

A. Manager of the Tradex Family of Mutual Funds

Tradex is the Manager of the Tradex family of mutual funds, which are offered for sale through registered dealers in every jurisdiction of Canada. (In this regard, we are registered by the Ontario Securities Commission and l'Autorité des marchés financiers as an Investment Funds Manager.)

B. Distributor of Mutual Funds in Ontario, Quebec and B.C.

In Ontario, Quebec and B.C., Tradex is a full fledged mutual fund dealer (regulated by the provincial securities commissions and the Mutual Fund Dealers Association of Canada). As such, investors living in these provinces can purchase directly through Tradex the three Tradex funds as well as hundreds of other funds offered by other fund companies. This includes funds offered by TD Bank, Royal Bank, Franklin Templeton, Beutel Goodman--- to name just a few.

C. Distributor of GICs and other Deposit Instruments in all Provinces

Tradex distributes deposit products including the Tradex Investment Savings Account, Guaranteed Investment Certificates (GICs), Principal Protected Notes (PPNs) and term deposits to its clients. Except³ for PPNs these products are subject to insurance coverage by the Canadian Deposit Insurance Corporation or similar provincial deposit insurance arrangements. Tradex is a Member of the Registered Deposit Brokers Association of Canada.

D. Distributor of Life Insurance Products in Ontario

Tradex offers a wide range of life insurance products in Ontario, acting as an agent for a number of leading Canadian insurance companies.

With respect to investment products (non life insurance products), we offer the following types of accounts:

i) Open (non-registered) Accounts

We act as both the distributor and the manager of the Tradex Funds. Therefore, for these Funds your account will be held directly with Tradex and all confirmations, statements, tax slips, etc. will be issued directly by our registrar (currently CIBC Mellon). There are no administrative fees with these accounts.

When you purchase through Tradex funds issued by a different investment fund manager (for example, RBC, Mackenzie or Franklin Templeton Funds) you will receive your confirmations, statements, tax slips etc. from that investment fund manager (for example, directly from RBC Investment Management). Tradex will also mail to you a quarterly annual account statement that includes all of your transactions for the period. (Alternatively for clients authorizing/ requesting, Tradex provides electronic monthly statements) Tradex charges no administrative fees with these accounts.

ii) Registered Retirement Savings Plans (RRSP) and Registered Retirement Income Fund (RRIF) Accounts

Similar to open accounts, if you hold only Tradex mutual funds, your RRSP or RRIF account will be held directly with Tradex and CIBC Mellon, the Trustee for these accounts. Tradex absorbs any administrative fees for these accounts.

We also arrange self-directed RRSP/RRIF/TFSA Non-Registered accounts with different intermediaries (currently and B2B Bank). These plans permit multiple investment options within one account. Tradex pays the annual administrative fees for these accounts where the relationship with the client provides sufficient revenue to Tradex to cover the costs charged by the Trustee.

iii) **Tax-Free Savings Accounts (TFSA) and Registered Education Savings Plans (RESP)**

Tradex distributes its own proprietary TFSAs whereby the client may hold any combination of the three Tradex mutual funds and the Tradex Investment Savings Account. There are no administrative fees charged for these accounts. We also distribute TFSAs offered by other investment fund managers. While Tradex charges no fees on these accounts, clients will be subject to any fees that the provider of the account charges.

With respect to RESPs, Tradex does not offer clients its own proprietary plan. However, we distribute the plans for a number of the leading firms in Canada, including Mackenzie, Northwest-Ethical and TD Bank. While Tradex charges no fees on these accounts, clients will be subject to any fees that the provider of the account charges.

3. **Nature of the Advisory Relationship with Clients**

The Tradex employees who deal with clients are all trained and licensed to provide investment advice to clients (they are referred to as “Approved Persons” by our regulator). In this regard, they have a fiduciary responsibility to act honestly, in good faith and in the best interests of our clients and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

Our employees (Approved Persons) also have the responsibility to ensure that the advice they give is suitable based on the client’s investment needs and objectives, including the client’s risk tolerance and investment time horizon.

In this relationship, it is important to note that the client is responsible for making the actual investment decisions. Our employees will not initiate a transaction on your behalf until after you make the formal decision to proceed.

In a nutshell, our role is to provide professional advice based on the needs and objectives of the client whereas it is the client’s responsibility make the actual decision with respect to making the actual investment decision.

4. **Nature of Compensation to Tradex**

All Tradex employees (Approved Persons) are salaried employees. They receive no commissions---or other monetary incentives--- whatsoever for the transactions that they initiate on behalf of clients. At Tradex, we charge the client no account set-up fees, no RRSP fees, no redemption fees and no sales commission or deferred sales charges (DSC) on most purchases of regular mutual funds. (See Part B below). Moreover, Tradex absorbs certain annual administration fees charged by intermediary account providers. Tradex also reimburses administrative transfer fees charged by relinquishing institutions for assets being transferred into a Tradex account.

Tradex Management Inc. receives compensation for the services it provides as follows:

A. **As Manager of the Tradex Family of Mutual Funds**

Tradex receives a management fee from the three proprietary Tradex funds for directing the business, operations and affairs of the funds. This fee ranges from 60-70 basis points per fund (\$6-7 per \$1,000 investment) per annum.

B. **As Distributor of Mutual Funds in Ontario, Quebec and B.C.**

When we distribute the mutual fund offered by another investment fund manager, we receive a “trailing commission” for as long as you own that fund through us. It is for the services and advice that we provide you. This trailing commission is paid out of the management fee charged by the other firm. Since the trailing commissions we receive from non-Tradex funds are already included in the funds’ management expense ratio, holding these funds through Tradex does not add to your costs (i.e., Tradex receives this amount rather than

another fund company or dealer). The trailing commission may vary anywhere from 0% to 1.25% per annum as outlined in the prospectus and Fund Facts for each series of fund that we distribute.

In rare instances, commissions may be received when special individual circumstances prohibit our ability to stop DSC purchases. We may also receive a portion of performance fees from certain funds as disclosed in the associated offering documents. Under specific programs from time to time we may purchase DSC funds such as Venture Capital funds or in association with charitable campaign donations.

C. As Distributor of Savings Accounts, GICs and other Deposit Instruments

Tradex receives a fee of 25 basis points per annum from Manulife Bank of Canada for funds held in the Tradex Investment Savings Account. This amounts to \$2.50 for every \$1,000 held in the account for a full year. The fees paid for distributing GICs typically amount to 20-25 basis points (bps) per year of term selected by the client, paid in advance. For example, for a GIC with a two year term this would typically amount to \$4.00 to \$5.00 per \$1,000 invested. The fees paid to us when we distribute Principal Protected Notes vary according to the individual offering, but they are typically considerably higher than for regular GICs.

D. As Distributor of Life Insurance Products in Ontario

Tradex receives the standard commission based upon a percentage of the annual premium and total premiums payable over the life of the policy.

E. Referral Arrangements

Tradex has two referral arrangements. First, we receive a referral fee (currently \$400) and an on-going 10bps trailer fee if we refer a client to Manulife Financial Corporation for a mortgage. Second, we have an arrangement with Qtrade discount brokerage such that Tradex will receive 3% of the net trading fees paid by Tradex Members. **If you would like more information regarding the compensation that Tradex receives please ask any of our Officers or Advisors.**

5. We Operate on an “at-cost” Basis and Return Any Extra Revenue to our Funds

In dealing through Tradex it is very important to know that we are unique among Canadian investment fund companies in that Tradex is 100% investor owned. We operate on an “at-cost” basis with any revenue in excess of operational requirements and prudential capital needs going back to the three Tradex mutual funds. When available, excess revenue is returned to one or more of the Tradex Funds at mid-year while any surplus funds for the year are rebated to the three Funds at year-end on a pro-rated basis based on the amounts paid to Tradex by such Funds.

6. “Know your Client” (KYC) and Investment Suitability Requirements

In dealing with clients, Tradex staff (Approved Persons) have an obligation to ensure that each order accepted or recommendation we make for any account is suitable for the client. To do so, we require all clients to complete a KYC form, which the client must date and sign. The key information we gather so that we know enough about you and are therefore able to advise you are as follows:

- Your household income
- Your household net worth
- Your primary objective (for each type of account)
- Your risk tolerance (for each type of account)
- Your time horizon (for each account)
- Your degree of comfort in investing in various types of funds.

The back page on our “Know your Client” form provides a description of the definitions for the standard categories of primary investment objective and risk tolerance (please refer to the actual form).

We will ask you to update your information each year if there has been a change or if an Approved Person is aware of a change. We are also required to have you confirm any changes each time you transfer assets into an account with Tradex. In this regard, it is extremely important that clients provide us with up-to-date information so that we can ensure that the advice we provide matches the needs and objectives of our clients.

In order to ensure that our advisors (Approved Persons) are only processing purchase and sales orders that are appropriate to your needs we conduct regular “suitability” reviews of trades made and we will review your

overall portfolio when KYC information changes. This ensures that there is a “cross-check” that we are providing you with advice that is consistent with your objectives and risk tolerance.

7. Important Administrative Items

A. Handling Your Money

An important thing for you to know in dealing with us is the way in which we handle your money. Here’s a summary:

- First, we do not accept cash nor will we pay you in cash. We only transact business through cheques and electronic transfers of funds to and from your deposit taking institution.
- If you pay for a purchase by issuing a cheque payable to Tradex, Tradex In Trust or a specific fund company, the cheque will be deposited in a trust account specifically set up to handle client transactions. This trust account earns a variable rate of interest of prime minus 2%, which we are required to allocate based on cash flows. As the vast majority of these cash flows involve the Tradex proprietary products, the nominal amount of short term interest earned is paid into Tradex Funds
- By completing the appropriate forms, you may also authorize us to transfer funds in and out of your deposit taking account with a bank, trust company or credit union. If we withdraw money from your bank account (in every case we need your authorization) it will be placed in a trust account until the transaction is completed.
- Similarly, if you make a redemption, you will be issued a cheque in your name or we will authorize the funds to be deposited directly into the bank account that you have on record with Tradex.

B. Trade Confirmations

- For “client name accounts”, each time you complete a transaction, you will receive a trade confirmation in the mail confirming the trade details include dates, price and units/shares transacted. The trade confirmation will be sent by the investment fund manager that manages the fund. For example, if you purchase/sell a Tradex fund the confirmation will be sent by the registrar for Tradex Funds. (Currently CIBC Mellon) Similarly, if you purchase/sell a RBC fund the confirmation will come from RBC.
- For “intermediary accounts” (including self directed RRSP/RRIF/TFSA Non-registered accounts). These accounts are administered by an intermediary company and the funds are held for you in trust. Depending on the particular arrangements we have in place, you may or may not receive a confirmation for each individual transaction. In this regard, in all cases you will be able to view the activity in the account through the trust company’s secure web site and or on their statements.

C. Account Statements

Clients will receive a quarterly account statement that includes the opening and closing market values and all of your transactions for the period. (Statements are issued monthly for clients who have signed up for electronic statements). Clients will also receive the following statements:

- If they hold, in client name, funds issued by another investment fund company they will also receive a periodic statement from that fund company (at least annually).
- If they hold funds in an intermediary account (such as a self directed RRSP) they will receive a quarterly statement (electronic or physical) from the intermediary administering the account.

D. Performance Benchmarks

An investment performance benchmark is a standard against which the performance of your investments is compared, providing investors a point of reference upon which to make informed decisions about their investment options. When comparing your investment returns to the returns of an investment performance benchmark, keep in mind that: (1) the composition of your investment portfolio reflects the investment strategy you have agreed upon, which may result in the composition of the investment performance benchmark differing; (2) investment

performance benchmarks do not generally include charges and other expenses. We may use investment performance benchmarks to assess the performance of your investments and to allow you to assess their performance against an index of securities reasonably reflective of the composition of your investment portfolio. If you wish further information about investment performance benchmarks please call or e-mail.

Tradex believes in tailoring individual portfolios to the unique requirements of each member and in allocating assets appropriately at the total portfolio level for an individual member's goals, needs, objectives and risk tolerances. The allocation amongst accounts is based upon other considerations such as tax minimization, cost minimization, accessibility and liquidity requirements; hence we will not be providing benchmarks as dealer at the account level. We will continue to provide the 3 benchmarks commonly utilized for investments in the three main asset classes of Canadian equities, Canadian bonds and global equities in our Quarterly newsletter and Management Reports of Fund Performance for the Tradex Funds.

E. Terminating your Relationship with Tradex

A client may terminate his/her relationship with Tradex at any time. Tradex charges no redemption fees, transfer fees and any other type of fee when the client decides to terminate his/her relationship with Tradex.

Clients that hold a self-directed RRSP/RRIF/TFSA/Non-Registered intermediary account who terminate their relationship with the intermediary for the account (and for example, move their RRSP business to another trustee) may face RRSP and transfer fees imposed by the intermediary company that they are leaving. Similarly some RESP plan sponsors impose a fee for cancelling an RESP.

MUTUAL FUND DEALERS ASSOCIATION OF CANADA

Client Complaint Information Form

Tradex Management Inc. has procedures in place to handle any written or verbal complaint received from clients in a fair and prompt manner. This is a summary of those procedures.

Clients of Tradex Management Inc. who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take:

- **Contact Us.** We are responsible to you, the investor, for monitoring the actions of our representatives to ensure that they are in compliance with by-laws, rules and policies governing their activities. We will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.
- **Contact the Mutual Fund Dealers Association of Canada ("MFDA"),** which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
 - By completing the on-line complaint form at www.mfda.ca
 - By telephone in Toronto at (416) 361-6332, or toll free at 1-888-466-6332
 - By e-mail at complaints@mfda.ca¹
 - In writing by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9 or by fax at (416) 361-9073

Compensation:

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

- **Ombudsman for Banking Services and Investments ("OBSI"):** You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:

¹ You may wish to consider issues of internet security when sending sensitive information by standard e-mail.

- If the dealer's Compliance Department has not responded to your complaint within 90 days of the date you complained, or
- After the dealer's Compliance Department has responded to your complaint and you are not satisfied with the response. Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer's response.
- OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:
 - By telephone in Toronto at (416) 287-2877, or toll free at 1-888-451-4519
 - By e-mail at ombudsman@obsi.ca
- Legal Assistance: You may consider retaining a lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.
- Manitoba, New Brunswick and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:
 - Manitoba: www.msc.gov.mb.ca
 - New Brunswick: www.nbsc-cvmnb.ca
 - Saskatchewan: www.fcaa.gov.sk.ca
- In Quebec:
 - If you are not satisfied with the outcome or with the examination of a complaint, the Autorité des marchés financiers ("AMF") can examine your complaint and may provide dispute resolution services.
 - If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers ("Financial Services Compensation Fund"). An indemnity up to \$200,000 can be payable through monies accumulated in the fund for an eligible claim.
 - For more information:
 - Contact the AMF by telephone at (418) 525-0337 (in Quebec), or toll free at 1-877-525-0337
 - Visit www.lautorite.gc.ca