



# AGF TRUST RSP LOAN APPLICATION

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Trust Company

Application Number

## 1. Representative Information and Client Identity Verification

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 ( ) ( )  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Dealer Code

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Representative Code

Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) requires the verification of identification. Acceptable client verification requires two pieces of identification; one primary, plus an additional primary or secondary. Primary identification is government-issued with client's photo and signature. Secondary identification is a government or bank-issued identification document with signature. **For every new loan client, please complete this information form.** If you have reason to believe the client is acting on behalf of a third party please provide the following required information. This includes any spousal RSP where the annuitant is not an applicant or co-applicant.

Name of Third Party \_\_\_\_\_

Occupation or Principal Business of Third Party \_\_\_\_\_

Address \_\_\_\_\_

Relationship to the Registered Owner(s) \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

I certify that:

- (1) I have personally met with the signatory/ies on the application form, and
- (2) I have examined the original identification documents, and
- (3) I have witnessed the signatory/ies sign the application form.

X  
Advisor Signature \_\_\_\_\_

Date (MM/DD/YYYY) \_\_\_\_\_

## 2. Your Personal Information (please print)

**Applicant**  Mr.  Mrs.  Ms.  Miss  Dr.

**Co-Applicant**  Mr.  Mrs.  Ms.  Miss  Dr.

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 \_\_\_\_\_  
 Date of Birth (MM/DD/YYYY) \_\_\_\_\_ Social Insurance Number \_\_\_\_\_

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 \_\_\_\_\_  
 Date of Birth (MM/DD/YYYY) \_\_\_\_\_ Social Insurance Number \_\_\_\_\_

Address \_\_\_\_\_ Apt.# \_\_\_\_\_

Address \_\_\_\_\_ Apt.# \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Number of years at residence \_\_\_\_\_

Number of years at residence \_\_\_\_\_

( ) ( )  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

( ) ( )  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

( )  
Cellular Phone \_\_\_\_\_ E-mail \_\_\_\_\_

( )  
Cellular Phone \_\_\_\_\_ E-mail \_\_\_\_\_

**Marital Status:**  Single  Married  Widowed  Divorced  Common-Law

**Marital Status:**  Single  Married  Widowed  Divorced  Common-Law

**Language Preference:**  English  French

**Language Preference:**  English  French

### Identification:

Must provide two valid (unexpired) pieces of identification as defined in section 1.

### Identification:

Must provide two valid (unexpired) pieces of identification as defined in section 1.

Primary Identification Type: \_\_\_\_\_

Primary Identification Type: \_\_\_\_\_

Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Place of Issue: \_\_\_\_\_

Place of Issue: \_\_\_\_\_

Secondary Identification Type: \_\_\_\_\_

Secondary Identification Type: \_\_\_\_\_

Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Place of Issue: \_\_\_\_\_

Place of Issue: \_\_\_\_\_

Previous Address – City, Province (if at current address for less than two years) # of Yrs

Previous Address – City, Province (if at current address for less than two years) # of Yrs



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Application Number

### 3. Your Employment Information

**Employment Status**     Employed     Unemployed     Self-Employed  
 Commissioned Sales     Other     Retired     Student

Position / Description \_\_\_\_\_  
Gross Annual Income: \$ \_\_\_\_\_

Present Employer \_\_\_\_\_ # of Yrs \_\_\_\_\_  
Address \_\_\_\_\_

Other Income: \_\_\_\_\_ \$ \_\_\_\_\_  
Description # of Yrs.

Previous Employer (if current employment has been less than 2 years) \_\_\_\_\_ # of Yrs \_\_\_\_\_  
Position / Description \_\_\_\_\_

**Employment Status**     Employed     Unemployed     Self-Employed  
 Commissioned Sales     Other     Retired     Student

Position / Description \_\_\_\_\_  
Gross Annual Income: \$ \_\_\_\_\_

Present Employer \_\_\_\_\_ # of Yrs \_\_\_\_\_  
Address \_\_\_\_\_

Other Income: \_\_\_\_\_ \$ \_\_\_\_\_  
Description # of Yrs.

Previous Employer (if current employment has been less than 2 years) \_\_\_\_\_ # of Yrs \_\_\_\_\_  
Position / Description \_\_\_\_\_

### 4. Your Net Worth Information

**Residence Information (attach separate details for Co-Applicant)**

Own     Rent     Room and Board     With Parents     Other    Monthly Payment \$ \_\_\_\_\_

Estimated Market Value: \$ \_\_\_\_\_ Mortgage Outstanding: \$ \_\_\_\_\_ Mortgage is with: \_\_\_\_\_ Mortgage Maturity Date (Optional): 

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 (MM/YYYY)

**Assets:**

| Category                 | Description | Amount   |
|--------------------------|-------------|----------|
| Cash/Liquid Investments: | _____       | \$ _____ |
| RSP Funds:               | _____       | \$ _____ |
| Other Investments:       | _____       | \$ _____ |
| Autos/Boats/RV:          | _____       | \$ _____ |
| Other:                   | _____       | \$ _____ |
| Other:                   | _____       | \$ _____ |

**Liabilities:**

| Category                 | Institution | Balance  | Payment  |
|--------------------------|-------------|----------|----------|
| Car Loan/Lease:          | _____       | \$ _____ | \$ _____ |
| Personal Line of Credit: | _____       | \$ _____ | \$ _____ |
| Personal Loan:           | _____       | \$ _____ | \$ _____ |
| Credit Cards:            | _____       | \$ _____ | \$ _____ |
| Other:                   | _____       | \$ _____ | \$ _____ |
| Other:                   | _____       | \$ _____ | \$ _____ |

### 5. Loan and Repayment Details

**Loan Purpose:**     New Loan     Increase existing AGF Loan    Number \_\_\_\_\_     Payout existing non-AGF Loan    Number \_\_\_\_\_

You acknowledge that it will be your responsibility to ensure the Loan proceeds are appropriately applied to RSP/RESP contributions. You agree to maintain your RSP/RESP as approved by AGF Trust Company ("AGF Trust"), until such time as the Loan is repaid in full. For value received, you irrevocably authorize AGF Trust to advance and direct the Loan proceeds for contribution to an RSP/RESP as approved by AGF Trust.

New Contribution Amount: \$ \_\_\_\_\_ Estimated Existing Loan Balance: \$ \_\_\_\_\_ Total Loan Amount: \$ \_\_\_\_\_

Amortization:     1 yr.     18 mos.     2 yr.     3 yr.     4 yr.     5 yr.     6 yr.     7 yr.     8 yr.     9 yr.     10 yr.

Preferred Payment Frequency:     Weekly     Bi-weekly     1st & 15th     Monthly    (Payments will be made monthly if selection is not made.)

For weekly/bi-weekly, is there a preferred day? 

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 or for monthly payments, is there a preferred date of the month? 

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Do you wish to postdate funding?     No     Yes    (Funding will not be postdated if selection is not made)

When do you want payments to start after funding?     30 days     60 days     90 days     120 days     150 days     180 days     Other \_\_\_\_\_  
(Payments will start in 30 days if selection is not made. **Interest accrues from the funding date regardless of a deferred payment selection.**)

Empire Life Segregated Funds

\_\_\_\_\_  
Your Dealer Account Number/Policy Number

Note: Complete the appropriate investment instructions/applications with your Representative.

See overleaf

**5. Loan and Repayment Details (cont'd)**

You agree that repayment of the Loan shall be made by pre-authorized cheques or electronic withdrawals (the "PAC"). The PAC shall be drawn against the financial institution indicated on the attached void sample cheque and you authorize the financial institution to deal with said PAC as if you had signed same. AGF Trust shall be entitled to modify the installments to take into account any fluctuation in the interest rate. You authorize AGF Trust to debit the amount of the Loan payments from:

Transit Number      Bank Code      Account Number      Bank Name

Note: We cannot establish a PAC using certain void cheques such as Credit Card convenience cheques and some personal credit lines.

**6. Statement of Disclosure (must be completed by the representative prior to submission)**

The terms and conditions of credit are as follows:

Principal Loan Amount or Net Capital: \$ \_\_\_\_\_ Interest to Maturity: \$ \_\_\_\_\_ Insurance Premiums: \$ N/A  
Other Components: \$ N/A Credit Charges for the whole term of the loan (the "Cost of Borrowing") \$ \_\_\_\_\_ Total Obligation: \$ \_\_\_\_\_  
AGF Trust Prime Rate: \_\_\_\_\_ % Initial Credit Rate: AGF Trust Prime + \_\_\_\_\_ % or \_\_\_\_\_ %  
Advance Date: \_\_\_\_\_ Amortization: \_\_\_\_\_ months Number of Payments: \_\_\_\_\_  
Payment Amount: \$ \_\_\_\_\_ First Payment Due Date: \_\_\_\_\_ Final Payment Date: \_\_\_\_\_  
Final Amount: \$ \_\_\_\_\_ Returned Payment Fee: \$ 35.00

The Advance Date is an assumption and may vary depending on when the Loan is actually advanced. The initial credit rate is variable; it will be adjusted in accordance with the AGF Trust Prime Rate from time to time. The information on the terms and conditions of credit is furnished for information only on the basis of the initial credit rate and the information is subject to the variation in that rate. The payments on your Loan will be adjusted on an annual basis to reflect changes in the AGF Prime Rate, however, prior to each annual adjustment it is possible to have negative amortization.

The total obligation is payable at AGF Trust, 100 King St. W., 29th Floor, Toronto, ON, M5X 1C3.

**7. Acknowledgements**

By signing below:

- You confirm that you have read this Application and all attached terms and conditions and that you understand the nature and scope of this Application, including the risks involved in borrowing to invest;
- You acknowledge that this Application is subject to, and conditional upon, your Application being accepted in writing by AGF Trust;
- You represent and warrant that all personal information provided to AGF Trust is true and complete;
- You confirm that you are not acting on behalf of, or for the benefit of, any third party;
- You hereby authorize AGF Trust to request information from time to time, from any credit bureau, from any person authorized by law, from any person mentioned in the credit reports obtained, from your investment advisor, and from any financial institution and authorize said persons to provide the information requested;
- You further authorize AGF Trust to disclose any information it has to any consumer credit reporting agency, to any person authorized by law, any financial institution, your investment advisor and authorized dealer, or, with your consent, any person so requesting;

X \_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_ Date (MM/DD/YYYY)

X \_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_ Date (MM/DD/YYYY)

X \_\_\_\_\_  
AGF Trust

# RSP Loan Terms and Conditions

Upon approval of the Application by AGF Trust, the following terms and conditions in respect of the Application will form the Loan Agreement (the "Agreement"):

**Purpose of Loan:** The purpose of this Loan is to borrow funds in order to make contributions to a Registered Plan approved by AGF Trust. You acknowledge that the loan is with AGF Trust and not the representative.

**No Obligation to Advance:** You acknowledge and agree that the execution of this Application shall not bind AGF Trust to advance or to re-advance any portion of the Loan. You acknowledge that AGF Trust shall not be responsible for any loss incurred as a result of any delay or refusal by AGF Trust to accept this Application.

**Repayment:** All payments received will be applied first to charges/fees, then to interest and finally towards reduction of the Principal Amount. You agree to make payments of Principal and Interest to repay the Loan within the time specified. You agree to pay AGF Trust on the payment date the lesser of the monthly payment (or other frequency noted), or the Principal Amount outstanding and accrued Interest. Nevertheless, the Loan may be repaid in full or in part at any time before demand, without incurring any penalties. Your initial payment will be determined based upon your selected Loan features and payment frequency and will be communicated with full disclosure on the funding date. This amount will continue to be your required periodic payment until AGF Trust sets a new payment amount.

**PAC Instructions:** You acknowledge that the authorization to use pre-authorized chequing is provided for the benefit and convenience of you and your financial institution and is provided in consideration of your financial institution agreeing to process debits against your account in accordance with the rules of the Canadian Payments Association. You warrant and guarantee that all persons whose signatures are required to sign for the account provided in Section 5 of this Application have signed this Application. This authorization may be cancelled at any time upon notice being provided by you, either in writing or orally with proper authorization to verify your identity within 5 days before the next payment is due to be made. You acknowledge that in order to revoke this authorization you must provide notice of revocation to AGF Trust. Revocation of this authorization does not terminate the Agreement. The PAC instructions apply only to the method of payment and do not otherwise have any bearing on the Agreement.

**Waiver of Pre-Notification:** You acknowledge and agree that there will be no pre-notification given to you from AGF Trust before the due date of any payment. In the event that your loan is established with variable monthly payments, or where the payment is amended in accordance with this Agreement or your instructions, you waive your right to be pre-notified of each change.

**PAC Disputes:** If you have questions or concerns regarding your payments, please contact AGF Trust toll-free at 1-866-273-9971. Otherwise, you may dispute a payment where either the payment was not drawn in accordance with the PAC instructions or, the PAC instructions were previously revoked. You acknowledge that in order to be reimbursed, a declaration must be completed and presented to the branch of the financial institution holding your account within 90 days after the date on which the payment in dispute was posted to your account.

**Balance Due:** The outstanding balance of the Loan together with interest owing shall be repayable upon demand. If you default under the Agreement, or if a payment is waived or skipped, you shall be

required to pay interest on overdue interest or unpaid interest and on the Principal Amount of the Loan then outstanding at the governing interest rate until the Loan and any penalty fees or unpaid interest is repaid in full. At the option of AGF Trust, such unpaid interest may be added to the Principal Amount of the Loan and you will be required to pay interest on the unpaid interest and on the Principal Amount of the Loan then outstanding at the governing interest rate until the Loan is repaid in full.

**Acknowledgement:** In consideration of AGF Trust granting a loan to you, you represent and agree that you are the registered owner of the Registered Plan(s) to which the contribution was made and that you will not transfer, pledge, assign, or in any way alienate, in whole or in part as security for a loan or for any other purpose, or otherwise dispose of or encumber the said Registered Plan(s), or any of them, without the express consent of AGF Trust while any part of your loan is outstanding. In the case where your Registered Plan(s) is an RSP your RSP document contains a provision stating that the RSP cannot be pledged, assigned, or in any way alienated, in whole or in part, as security for a loan or for any purpose other than to provide you with a retirement income starting at the maturity date, nor may your RSP assets be used to offset any debt or obligation, unless specifically permitted under applicable tax legislation, which provision shall apply so long as the assets are RSP assets. You understand that it is not intended that the terms of this Agreement shall pledge, assign, or alienate in whole or in part as security, any part of your RSP assets while such assets remain in your RSP. However, in the event that you withdraw funds from your RSP (whether at your request or at the request of AGF Trust), or receive retirement income payments from your RSP, **these payments are considered to be withdrawals from your RSP under the Income Tax Act (Canada)**. Once any such payment has been made out of your RSP, the net after-tax amount of such withdrawal or retirement income payment (the "Net Payment") shall no longer form part of your RSP assets, and you agree that the Net Payment will be used to repay the whole or any part of your Loan then outstanding, subject to any prior rights of a trustee in bankruptcy.

**Direction to Pay: Should you fail to meet the repayment terms agreed upon in connection with your Loan, you will, at the request of AGF Trust, withdraw sufficient funds from your said Registered Plan(s) to which the contribution was made in order to realize sufficient after-tax funds and transfer these funds into your AGF Trust non-registered account to repay your said Loan in full, including all fees, principal, and interest. If you do not have a non-registered account at AGF Trust then one will be opened for you.** Further, if at any time while your Loan is outstanding any said RSP(s) to which the contribution was made that has matured and if you are receiving a retirement income from said RSP(s), you will, at the request of AGF Trust, direct the retirement income payments from said RSP(s) (net of any taxes withheld) to be transferred to your AGF Trust non-registered account to repay the whole or any part of your said Loan then outstanding. If you do not have a non-registered account at AGF Trust then one will be opened for you. You understand that all taxes and any other costs relating to any withdrawal or retirement income payment from your RSP(s) will be for your account.

**AGF Trust Prime Lending Rate:** In this Agreement, AGF Trust Prime Lending Rate means the rate designated by AGF Trust as such from time to time. A certificate from a manager of AGF Trust as to the AGF Trust Prime Lending Rate in effect at any time shall be accepted as conclusive evidence for all purposes. Notice of any changes in the AGF Trust Prime Lending Rate may be deemed received by notice posted on 'www.agf.com'. Any change will take effect on the date posted.

**Preferred Lending Rates:** AGF Trust offers preferred lending rates in part based upon the proceeds of the Loan being invested into AGF

Funds, Harmony Pools, AGF Trust GIC's, a self-directed RSP administered by Canadian Western Trust, or with other eligible investments as may be determined by AGF Trust from time to time. If it is determined at any time that Loan proceeds were used to purchase investments which do not qualify for preferred pricing, then AGF Trust reserves the right to change the lending rate to the prevailing rates as posted on 'www.agf.com'.

**Request for re-advancing the Loan:** You may, in writing, or by signed facsimile or other electronic means acceptable to AGF Trust, request AGF Trust to re-advance the Loan. Such requests shall constitute a representation by you that there have been no material changes in your financial circumstances since the time the application for this Loan was completed.

**Securities Disclosure:** The Provincial Securities Commissions require that investors who consider borrowing money to buy Securities be made aware of the risks involved in borrowing to invest. Securities may be purchased using available cash, or a combination of cash and borrowed money. If you only use cash to pay for your Securities, your gain or loss will be equal to the increase or decrease in the value of your Securities. Using borrowed money to make the purchase magnifies the gain or loss. This effect is called leveraging. For example: if \$10,000 of Securities are purchased and paid for with \$4,000 from available cash (your money) and \$6,000 from borrowings, and the value of your Securities declines to \$9,000, your equity stake (the difference between the value of your Securities and the amount borrowed) will decline by 25%, i.e. from \$4,000 to \$3,000. It is important to understand that a leveraged purchase of Securities involves greater risk than a purchase made only with your own cash. Based on your own financial circumstances and which Securities you are purchasing, you need to determine whether a leveraged purchase creates undue risk. This Agreement contains no margin provisions, therefore no portion of the Loan will be required to be repaid solely as a result of a decrease in the value of the Securities purchased with the Loan proceeds. Investors who leverage their investments are advised to have adequate financial resources available to pay the interest as well as to reduce the Loan if the borrowing arrangements require such a payment. Unless you are investing in an AGF Trust GIC, the Securities sold are subject to market fluctuations and are not guaranteed by AGF Trust, nor are they insured by the Canada Deposit Insurance Corporation or by any other government deposit insurer. You hereby acknowledge that AGF Trust has not made any representations or warranties as to the value, liquidity, or future prospects of the securities.

**Change in Financial Circumstances:** You agree to immediately advise AGF Trust of any material changes in your financial circumstances. You acknowledge that AGF Trust may review the terms and conditions of this Agreement and shall be entitled to request additional information from you and may require you to sign additional documentation.

**Fees:** You agree to pay any legal or other costs in connection with the preparation, registration, or enforcement of this Agreement. You agree to pay all costs, fees, and expenses, including legal fees, which AGF Trust may incur in collecting the Loan or in enforcing its rights under the Agreement. All such amounts due and payable will be paid in cash or included and added to the Principal Amount at the option of AGF Trust. For each cheque or pre-authorized withdrawal returned unpaid, you acknowledge and agree that AGF Trust may charge a fee of \$35.00, which will be added to the Principal Amount of the Loan, or any requests to change the term of the Loan.

**No Life Insurance:** You acknowledge that AGF Trust does not offer life insurance coverage as part of this loan. You further acknowledge that you are entitled to purchase life insurance on your own to cover the

value of the loan and that any such insurance is independent of your obligation to AGF Trust under the terms of this agreement.

**Confidential Information:** AGF Trust collects personal information in this Application. Personal information is any information that identifies you. It may include information such as your age, marital status, employment history, income, social insurance number, credit history, home address, e-mail address, and home telephone number. AGF Trust requires your personal information in order to establish a relationship with you. Your personal information will allow AGF Trust to establish your identity, communicate with you, understand and assess your eligibility for products and services, identify and inform you of other products and services for which you may be eligible, to administer and collect your accounts, to carry on business with you, and to comply with the law.

Personal information will be held in accordance with AGF Trust's standards for privacy and protection, and will only be provided to employees of, agents for, or service providers to AGF Trust or employees or agents of affiliates of AGF Management Limited that require such information as is necessary or useful to carry out their duties or to perform their mandate. Any file will be kept in the appropriate department of AGF Trust or its affiliates. Upon written request delivered to AGF Trust, you will be allowed to consult the information, which may be accessed by law, and you may obtain a copy of such information by paying the administration fees AGF Trust may establish from time to time.

**Assignment and Enurement:** This Agreement may not be assigned by you and shall enure to the benefit of AGF Trust, its successors and assigns and shall be binding upon you and your heirs, executors and administrators.

**AGF Trust Liability:** AGF Trust shall not be responsible for any loss incurred by exercising any of the rights conferred upon it under the terms herein nor shall it be bound to collect or see to the payment of any interest or dividend thereon. AGF Trust is not responsible for the investments in the investments purchased with the proceeds of the Loan and AGF Trust does not in any way guarantee the performance of those investments. You acknowledge that you have had the opportunity to seek independent professional advice and have done so. You acknowledge that you have not relied on any advice, representation, or warranty by AGF Trust or any of its employees or agents in making the investments in the securities purchased with the proceeds of the loan. AGF Trust is not responsible for the actions of any promoter, underwriter, broker or salesperson or any other person acting in respect of this Agreement. You acknowledge that your obligation to repay the Loan and other amounts required under this Agreement is an obligation to AGF Trust, separate and independent from your relationship with the investment advisor/agent, without right of set-off for any defence based on advice received from the investment advisor/agent or any third party.

**Waiver:** The failure or delay by AGF Trust in exercising its rights hereunder shall not be deemed to constitute a waiver thereof nor shall it render AGF Trust liable in any way.

**Waiver of Breaches:** AGF Trust may waive any breach by you of any of the provisions of this Agreement or any default by you in the observance or performance of any covenant or condition required to be observed or performed by you, but no waiver by AGF Trust shall be deemed to operate as a waiver of any subsequent breach or default. Any such waiver must be in writing.

**Changes to Agreement:** AGF Trust may change this Agreement at any time by giving notice to you.

See overleaf

**Notices:** Any notice to be given to you may be mailed to the last address provided by you to AGF Trust or may be delivered to you personally. Any notice sent by mail shall be effective on the seventh day following its mailing.

**Joint Obligations:** If more than one person signs the Agreement, all acknowledgements, obligations, and covenants to be performed and observed shall be the joint and several (in Quebec, "solidary") obligations of those individuals. Further, you hereby waive your right to receive separate statements and agree that any correspondence addressed jointly but delivered to the Applicant's address will be sufficient notice for all parties.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable. In the event any provision is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**Invalidity:** Each provision herein shall apply to the full extent permitted by law, and the invalidity, in whole or in part, of any provision shall not affect the remainder of any such provision or any other provision herein.

**Number and Gender:** Unless the context of the Agreement requires otherwise, the singular number shall include the plural and vice versa and the Agreement shall be read with all changes in gender or number as required by the context.

## For Quebec Only:

CLAUSES REQUIRED UNDER THE CONSUMER PROTECTION ACT  
(Contract for the loan of money):

You may cancel this contract without charge within 2 days following the day each party receives a duplicate of this contract. To cancel the contract, you must:

- (a) return any money received to AGF Trust;
- (b) send a notice in writing to that effect, or return the money to AGF Trust, if the money was not returned at the time each party received a duplicate of the contract.

The contract is cancelled, without further formality, as soon as you return the money or forward the notice.

You may pay, in whole or in part, the amount of your obligation before maturity. The balance due is equal at all times to the sum of the balance of net capital and credit charges computed in accordance with the *Consumer Protection Act* and the General Regulation made under the Act.

You may, once a month and without charge, request a statement of account from AGF Trust; we must furnish you with the statement of account or forward it to you as soon as possible, but at the latest within 10 days of the receipt of the request. In addition to the statement of account prescribed above, if you want to pay the balance of your obligation before maturity you may, at all times and without charge, request a statement of account from AGF Trust; we must furnish you with the statement of account or forward it to you as soon as possible, but at the latest within 10 days of the receipt of the request. Before relying on any clause in respect of forfeiture of benefit of the term, AGF Trust must send you a notice in writing and a statement of account. You may:

- (a) either remedy the fact that you are in default; or,
- (b) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in your interest to refer to sections 73, 74, 76, 91, 93 and 116 and sections 104 to 110 of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

**Language Preference:** You have requested that this document and all other related documents be drawn up in the English language only. Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais.