

NEW CUSTOMER EXISTING CUSTOMER

PLAN NUMBER							

BANK OF NOVA SCOTIA (BNS) MONTREAL TRUST CO. OF CANADA (MTCC) MAPLE TRUST COMPANY
 SCOTIA MORTGAGE CORP. (SMC) NATIONAL TRUST COMPANY (NT)

ACCOUNT HOLDER INFORMATION (ALL FIELDS IN THE ACCOUNT HOLDER INFORMATION SECTION ARE MANDATORY)

LAST NAME		FIRST NAME		INITIAL	DATE OF BIRTH (MM/DD/YYYY)		SOCIAL INSURANCE NUMBER	
RESIDENCE STREET ADDRESS			CITY/TOWN		PROVINCE	POSTAL CODE	LANGUAGE <input type="checkbox"/> E <input type="checkbox"/> F	
			HOME PHONE NUMBER		BUSINESS PHONE NUMBER		CELL/OTHER	
OCCUPATION				EMPLOYER'S NAME AND ADDRESS				
CITIZENSHIP <input type="checkbox"/> NON RESIDENT								
IDENTIFICATION: TYPE, REFERENCE NO. AND PLACE OF ISSUE 1.				IDENTIFICATION: TYPE, REFERENCE NO. AND PLACE OF ISSUE 2.				

INVESTMENT DETAILS

Type of Investment <input type="checkbox"/> NON-REDEEMABLE GIC <input type="checkbox"/> CASHABLE GIC (not available under SMC)		Frequency of Interest and Payments <input type="checkbox"/> AT MATURITY (SHORT TERM) <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL (COMPOUND) <input type="checkbox"/> CHEQUE <input type="checkbox"/> MONTHLY ON ANNIVERSARY DATE <input type="checkbox"/> ANNUAL <input type="checkbox"/> EFT (complete section below)			
AMOUNT	ISSUE DATE (MM/DD/YYYY)	MATURITY DATE (MM/DD/YYYY)	TERM <input type="checkbox"/> DAYS <input type="checkbox"/> YEARS	INTEREST RATE %	
EFT DETAILS - BANK NAME AND ADDRESS (ATTACH VOID CHEQUE)			BANK NO. (###)	TRANSIT NO. (#####)	ACCOUNT NO.

MATURITY INSTRUCTIONS

NO RENEWAL AUTO RENEW FOR SAME PERIOD RENEW PRINCIPAL ONLY RENEW PRINCIPAL AND INTEREST

RENEWAL TERM DAYS MONTHS YRS			RENEWAL TERM DAYS MONTHS YRS		
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SPECIAL INSTRUCTIONS

Designation of Successor Holder/Beneficiary (Where Applicable) Successor Holder Beneficiary

You name the following successor holder/beneficiary to receive the proceeds of this plan after your death. In doing so, you revoke all previous designations of successor holder/beneficiary you have made for this Plan. Please note, the rights of the successor holder/beneficiary may be restricted as set forth in the Declaration of Trust and any applicable Addendum.

NAME	RELATIONSHIP <input type="checkbox"/> SPOUSE/Common Law Partner <input type="checkbox"/> OTHER
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CAUTION: Your designation of a successor holder/beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder/beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.

POLITICALLY EXPOSED FOREIGN PERSON (PEFP) INFORMATION

NO I/We, my spouse, parents, children, brothers or sisters or my spouse's mother or father has been; a head of state of government, a member of the executive council of government or a member of a legislature; a deputy minister or equivalent, an ambassador; an ambassador's attaché or counselor; obtained the rank of general or higher in the military; a president of a state owned company or bank; a head of a government agency; a judge or a leader or president of a political party in a legislature?
 YES If "Yes" please provide the specific details below.

NAME OF THE PERSON WHO HOLDS OR HELD A FOREIGN POLITICAL OFFICE (FIRST, MIDDLE INITIAL, LAST)	COUNTRY WHERE THE POSITION IS/WAS HELD	TIME PERIOD THE POSITION WAS HELD (START YEAR - END YEAR)
WHAT POSITION/TITLE IS/WAS HELD BY THE PERSON WHO IS/WAS POLITICALLY EXPOSED IN A FOREIGN COUNTRY?		WHAT IS THE RELATIONSHIP OF THE PERSON NAMED ABOVE TO THE ACCOUNTHOLDER(S)?

The intent of this investment is for: SAVING/INVESTMENT VACATION RETIREMENT EDUCATION OTHER

Important Information (as required by the Saskatchewan Securities Commission): Scotiabank - FAS shall send you a confirmation of your investment within fifteen (15) days of receipt of your funds by Scotiabank - FAS.

If you do not receive such confirmation or if the information indicated on the confirmation is incorrect, kindly contact immediately our client servicing number at 1-800-268-8661 or write to: Scotiabank - Financial Agent Services, 44 King Street West, Suite 2502, Toronto, Ontario, M5H 1H1.

What you agree to when you sign this form

By signing here you request us to file an election with the Minister of National Revenue to register the qualifying arrangements as a TFSA under section 146.2 of the Income Tax Act (Canada). I/We have read and understand the terms and conditions that apply to this investment, as provided to us by the Financial Agent Services agent/broker, and form part of this application, and agree to be bound by them.

SIGNATURE OF ACCOUNT HOLDER	DATE
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Unless otherwise stated above, I, as authorized representative of the deposit broker accepting this transaction, have taken reasonable measures and certify that (i) I have no reason to believe that the account holder(s) are acting on behalf of a third party or if so have provided the required information above (ii) the account holder(s) above are not politically exposed foreign persons or if so have provided the information above (iii) the intent of this account is for saving/investment for the sole use of the account holder(s) listed above (iv) cash will not be accepted as a source of funds for this investment and (v) I have fully explained the terms and conditions of investing with the indicated financial institution.

DEPOSIT BROKER NAME/NUMBER	REPRESENTATIVE NAME/NUMBER	SIGNATURE	DATE
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Declaration of Trust

1. Terms Used in this Agreement

Words and phrases used in this Agreement have the following meanings:

Agreement means the Application and this Declaration of Trust;

applicable tax legislation means the Tax Act and any applicable provincial tax legislation, as amended from time to time;

Application means your application for this TFSA;

fiscal year means the fiscal year of the TFSA. It ends on December 31 each year and shall not exceed 12 months;

Tax Act means the *Income Tax Act* (Canada), as amended from time to time;

TFSA means a tax-free savings account that has been registered under the Act;

we, our and *us* mean The Bank of Nova Scotia Trust Company (Scotiabank);

you and *your* mean the account holder named on the Application.

2. Registration

We will apply in accordance with applicable tax legislation to register as a TFSA the account requested on your application. We agree to accept the position of trustee of the requested account once we have received your completed Application.

3. Purpose

The purpose of the TFSA is to provide you with a tax-free savings vehicle. All funds contributed or transferred to the TFSA including all income, investments, interest and gains, will be held in trust by us in accordance with this Agreement and applicable tax legislation.

Your TFSA is maintained for your exclusive benefit (determined without regard to any right of a person to receive a payment out of or under your TFSA on or after your death).

4. Contributions

You can deposit amounts to your TFSA in a single payment or in periodic payments up to the maximum contribution limit permitted by the Tax Act. You are responsible for determining the maximum permitted contribution to your TFSA in any tax year. No one other than you is permitted to make contributions to your TFSA.

5. Sources of Funds

Cash, mutual funds or other investments transferred to your TFSA must be "qualified investments" and must not be "prohibited investments" within the meanings attributed to them respectively in the applicable tax legislation.

As prescribed by the Tax Act, your TFSA is prohibited from borrowing money or other property for the purposes of your TFSA.

All amounts transferred to your TFSA must come from:

- Another TFSA you own;
 - A TFSA of which your spouse or common-law partner or former spouse or common-law partner is the account holder, provided that (i) you are living separate and apart at the time of the transfer, and (ii) the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement relating to a division of property between both of you in settlement of rights arising out of, or on the breakdown of your marriage or common-law partnership;
- or

- Other sources that may be permitted from time to time by the applicable tax legislation.

6. Investments

You may invest your funds in any investment permitted and not specifically prohibited by the Tax Act and which is permitted by us. To do so, you must tell us how you want your funds to be invested. We may require you to provide such documentation in respect of any investment or proposed investment, as we in our sole discretion deem necessary in the circumstances. We will not be responsible for determining whether any investment is a qualified investment or a prohibited investment.

You may appoint an agent, satisfactory to us, to give us your investment directions which we may act on without incurring any liability. No one other than you or us has any rights under your TFSA relating to the amount and timing of distributions and investing of funds.

You may transfer funds from one investment to another, provided this is permitted by the terms of the investment. We will keep legal ownership and possession of the investments in your TFSA in whatever form we determine.

We may calculate interest on investments in your TFSA, and credit it to your TFSA, more frequently than we tell you when you complete the Application. All interest and income earned by the investments, as well as any bonus we may declare, is credited to your TFSA.

7. Valuation

Your TFSA is worth the total market value of all of its assets. The market value of a Guaranteed Investment Certificate in your TFSA is the original face value of the investment plus compounded interest, as well as any accrued interest. In the case of a cash balance, the market value is the current balance plus accrued interest. Accrued interest is included whether or not it has been credited.

The market value of other investments held in your TFSA is determined by general industry practices.

We calculate the value of your TFSA at the end of the last business day of the fiscal year, on the date of a permitted withdrawal, on the date of your death and at such other times as we deem appropriate. Our valuation is conclusive and binding.

8. Withdrawals

You may receive a payment out of or under your TFSA to reduce the amount of tax otherwise payable by you under paragraphs 207.02 or 207.03 of the Tax Act.

You may also receive a payment out of your TFSA for any other reason, subject to the terms of the investments in your TFSA.

Before we process a payment out of your TFSA, you must give us payment instructions in a form acceptable to us. In order to accommodate your payment instructions, we may have to liquidate all or part of one or more of your investments prior to the maturity date of the investment(s). We assume no liability for any losses that result.

9. Transfers

At your direction, we shall transfer all or any part of the property held in connection with your TFSA (or an amount equal to its value) to another TFSA that you hold.

Before we make a transfer, you must give us any documents we may require.

In order to accommodate your transfer directions, we may have to liquidate all or part of one or more of your investments prior to the maturity date of the investment(s). We assume no liability for any losses that result.

Declaration of Trust (continued)

We may make a transfer by remitting the investment held in your TFSA and will provide all necessary information to the new TFSA issuer.

All transfers must be made in accordance with applicable tax legislation.

10. Estate Matters

In your will, you may designate your spouse or common-law partner as the successor holder of your TFSA in the event of your death. Alternatively, in provinces where it is allowed, you may designate your successor holder on a form acceptable to us and in accordance with applicable provincial legislation. If you make such a designation, you agree that the successor holder will acquire all of your rights as account holder of this TFSA, including an unconditional right to revoke any beneficiary designation made, or similar direction imposed, by you under this TFSA or relating to property held in connection with this TFSA.

Unless you have designated a successor holder as indicated in the first paragraph of this Section 10, when you die, we will pay the funds in your TFSA to your beneficiary, if any.

In provinces where it is allowed, you may designate your beneficiary in your will. You can change or revoke your designation at any time, either in your will or, if allowed, on a form that we accept. We will make payment to the most recently designated beneficiary of which we have notice, if you have made designations more than once. If you do not have a successor holder and (i) you do not designate a beneficiary, (ii) your beneficiary dies before you, or (iii) your beneficiary designation is not permitted by the province where you live, we will pay the funds held in your TFSA to your estate.

Before we make any payment, we need proof of your death and may need other documents. We will deduct any applicable taxes, fees and expenses from the payment.

11. Proof of Information

You certify the accuracy of all of the information you have given us in your Application, including all birth dates, and you agree to give us any further proof that we may need.

As prescribed by the Tax Act, the account holder must be at least 18 years of age at the time this Agreement is entered into.

12. Fees and Expenses

We are entitled to receive fees and to recover all reasonable expenses for the administration of your TFSA. We tell you what our fees are when you apply to open your TFSA. We may change them from time to time and, if we do so, we will tell you in writing at least 60 days before the new fees go into effect.

Our fees and expenses and those of our agent as well as any applicable taxes may be deducted from the funds in your TFSA.

We may retain part of your TFSA in cash to pay our fees and other expenses. To cover these charges, we can liquidate assets in your TFSA without liability.

13. Amendments

From time to time, we may amend this Agreement, with the concurrence of regulatory authorities if required. We will give you 60 days notice in writing of material changes. No amendment, however, will disqualify your TFSA as a TFSA. If an amendment results from changes to the Tax Act, this Agreement will be considered to be automatically amended and we will not be required to tell you about it. Nor will we be required to tell you about changes to investment options that do not affect the investments in your TFSA.

14. No Advantage

No advantage, as defined under paragraph 207.01(1) of the Tax Act, may be extended to you or any person with whom you are not dealing with at arm's length.

15. Set-off

We retain the right of set-off against any amounts in your TFSA to pay a debt obligation you may have to us.

16. Statements

We will give you a semi-annual statement for your TFSA. The statement will show the following:

- type of plan
- all certificate details (e.g. principal amount, interest rate, etc.)
- any savings balance
- your agent's name and address.

If you die, the information is determined at the time of your death and given to the person entitled to receive the balance of your TFSA.

17. Our Right to Appoint an Agent

You authorize us to delegate the performance of our duties under this Agreement to an agent or agents that we choose. We acknowledge, however, that the ultimate responsibility for the administration of your TFSA is ours.

18. Resignation and Assignment

We may resign from our duties under this Agreement by giving you 90 days notice in writing. If we resign, we will transfer the balance of your TFSA to another issuer that we choose. We will give the other issuer all the information necessary for the administration of your TFSA within 90 days of notifying you of our resignation. We may assign our appointment and duties under this Agreement to another trust company, subject to applicable tax legislation.

19. Notice

To give us notice about anything relating to this Agreement, write us at the branch location indicated on the TFSA account statement. We consider that we have received your notice on the day it is actually delivered to us.

If we send you a notice, statement or receipt, we consider that you have received it 48 hours after we have mailed it to you at the last address that we have for you in our records.

20. Indemnity

You and your respective heirs and personal representatives shall indemnify us for any government charges imposed on your TFSA or the payments made from it as well as for any other charge or liability which we may incur as a result of our undertaking our obligations under this Agreement.

We are not responsible for any losses incurred by the TFSA or for any reduction in the value of the TFSA, except if due to our own negligence, deliberate wrongdoing.

21. Branch of Account

For purposes of the *Trust and Loan Companies Act* (Canada), the branch of account for your TFSA is the branch location indicated on your TFSA account statement. We may change your branch of account by giving written notice to you.

22. Governing Law

This Agreement is governed by applicable tax legislation and by the laws of Canada and the jurisdiction of your branch of account.

It is to be interpreted in accordance with those laws.

If any part of this Agreement is found invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of the Agreement.