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# Written Trust/Estate Account Application

To: ScotiaMcLeod or ScotiaMcLeod Direct Investing, as indicated above (each a division of Scotia Capital Inc.) ("Scotia Capital")

Name of Account Holder (Please Print)	
Name of Applicant / Trustee (Please Print)	Name of Co-Trustee (Please Print)
Home Address of Applicant / Trustee	Home Address of Co-Trustee

Tick **one only** of the following boxes. See Page 2 for types of trust explanation and definition of a U.S. Person.

### Grantor Trust (Flow-through Entity)

**Grantor is alive and is not a U.S. Person.** Trustee must complete CAW-8IMY on behalf of the trust. Social Insurance Number ("SIN") of **Grantor**. Account will be treated as 100% flow-through to Grantor. SIN

**Grantor is alive and is a U.S. Person.** Grantor must complete form CAW-9. Trustee must complete CAW-8IMY on behalf of the trust. Social Security Number ("SSN") of **Grantor**. Account will be treated as 100% flow-through to Grantor. SSN

### Simple Trust (Flow-through Entity)

Trustee must complete CAW-8IMY on behalf of the trust. Provide name, residence address, Social Insurance Number ("SIN") for each Canadian beneficiary. Social Security Number ("SSN") and CAW9 on behalf of each U.S. beneficiary.

Name:	Address:	Check box	SIN or SSN
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	
		<input type="checkbox"/> SIN <input type="checkbox"/> SSN	

Where space is insufficient to indicate all beneficiaries, add an appendix page to provide information.

**Complex Trust** - The Trust is neither a Simple Trust nor a Grantor Trust. Attach a copy of the Written Trust Agreement or copy of will establishing the trust. Trustee must complete CALOB on behalf of the trust. 7 | 7 | 7 | 7 | 7 | 7 | 7 | 2

**U.S. Trust**  
Attach copy of Written Trust Agreement. U.S. Trustee must complete CAW9 on behalf of the trust.

**Estate**  
Attach Notarized copy of Will, and Certificate of Appointment of Estate Trustee (Ontario). Other documents will be requested as required.

**Trust Information** - See Page 2 for explanation of types of trust, definitions, terms and trustee act investments.

1. **Trustee's status:** NOTE: each Co-Trustee must sign below with the Trustee  
 Sole Trustee  Co-Trustee; if yes, provide name(s) and address(es) of all other Trustees (attach separate sheet if necessary)

### Trust Terms

2. Has Trustee authority to act alone in giving instructions for investment and distributions?  
 Yes  No; if not, who else must act? \_\_\_\_\_

3. Are investments limited by any provision of applicable law?  
 Yes (note: estates without a will are always limited to Trustee Act investments) Specify: \_\_\_\_\_  
 No; specify authorized investment criteria, if any: \_\_\_\_\_

4. Are there any other limitations on the powers of Trustee or Co-Trustee to deal with trust assets?  
 None  Yes; specify limitations \_\_\_\_\_

The formation of trusts and the taxation of income and capital gains generated in trust accounts are complex matters. The liability for tax varies according to the nature of the trust established, the source of the assets contributed, the manner of the contribution, the relationship between the contributor and the beneficiary of the trust and the nature of the investments made in the account.

### Before establishing a trust account you should consult with your own tax and legal advisors.

I/we certify that the Trustee and each Co-Trustee have reached the age of legal majority. I/we undertake to advise Scotia Capital Inc. ("Scotia Capital") immediately in writing of any changes in the information contained herein, and confirm that Scotia Capital shall be entitled to rely on such information unless and until such written advice of changes has been given. All of the information in this application is complete and accurate and I/we have read, understood and agreed to all of the terms and conditions relating to this account in the relevant sections of the **Scotia Capital Terms and Conditions brochure**.

We hereby agree to maintain at Scotia Capital Inc. an accurate and up-to-date list of the current beneficiaries. We also agree to assist Scotia Capital Inc. in providing the appropriate evidence, as required under existing legislation, including U.S. Withholding Tax Regulations. At the time of an external audit examination, we understand that we may be contacted by Scotia Capital and requested to provide to their auditors information on the current beneficiaries to validate that the current file at Scotia Capital Inc. is up-to-date and accurate, or provide new information about beneficiaries as required, and agree to do so.

### It is the responsibility of the Trustee(s) to ensure the trust is operated in accordance with its terms and conditions, the Income Tax Act and all other legal requirements.

In consideration of the acceptance by Scotia Capital of this Account and of other good and valuable consideration, I/we agree to indemnify and hold harmless Scotia Capital and each of its officers, directors, employees and agents of and from any liability, costs or expenses of any kind which they or any of them may suffer or incur as a result of acting in accordance with my/our instructions or the information I/we have provided hereunder or in accordance with the instruction of any other person(s) who I/we have advised Scotia Capital is authorized to give instructions to Scotia Capital hereunder.

The undersigned have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; les soussignés ont expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

Signature of Trustee	Print Name	Date
Signature of Co-Trustee (If Applicable)	Print Name	Date

Where the above space is insufficient to indicate **all** Trustees/Co-Trustees, add an appendix page to provide the required information and signatures.

ScotiaMcLeod Advisor Signature	Branch Manager's Signature	Date
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### Additional identity and document requirements:

- a) Account Application for non-personal accounts.
  - b) Photo Identification – required for each Trustee, Co-Trustee, Executor and for each beneficiary of a Simple Trust (only a driver's licence, provincial health insurance card (except ON, MB, PEI) Canadian citizenship card or age of majority are acceptable forms of identification).
  - c) Attach copy of Written Trust Agreement or Will establishing the trust.
- This information is requested under regulatory requirements of the Investment Dealers Association and the Proceeds of Crime (Money Laundering) Act.

ScotiaMcLeod and ScotiaMcLeod Direct Investing are each divisions of Scotia Capital Inc. Scotia Capital Inc. is a subsidiary of the Bank of Nova Scotia and is a Member of CIPF. ScotiaMcLeod Direct Investing does not provide advice or recommendations and investors are responsible for their own investment decisions.

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## Types of Trust

### • GRANTOR TRUST

*Grantor Trust is a term used to describe any written trust over which the Grantor or his/her spouse retains the power to control or direct the trust's income or assets or where the grantor or his/her spouse may benefit from the trust during their lifetime. The term "Grantor" refers to an individual who establishes or funds the trust (with property, money, or any other asset). Common synonyms are settlor(donor of funds), and creator.*

### • SIMPLE TRUST

*A non-US written trust that is required to distribute all of its income annually.*

### • COMPLEX TRUST

*The Trust is neither a Simple Trust nor a Grantor Trust. A written trust agreement or will establishes the trust.*

### • FLOW-THROUGH ENTITY

*A flow-through entity is a grantor or simple trust claiming tax treaty benefits as entities or an entity receiving income for which treaty benefits are claimed by an interest holder (beneficiary) in the entity and the entity is considered fiscally transparent.*

### • U.S. TRUST

*U.S. court has jurisdiction to exercise primary supervision over the trust's administration or a U.S. person or persons controls all substantial decisions of the trust.*

### • ESTATE

*Effective with January 1, 1995 in Ontario, there is only one court document issued to persons authorized to take control of an estate. This document is called a Certificate of Appointment of Estate Trustee. Every person who receives such a Certificate is called an Estate Trustee. For estate trusts created prior to 1995, persons identified as executors or administrators in court documents are now considered Estate Trustees. Estate Trustees in other jurisdictions must provide the comparable court authorization to deal with the estate of a deceased person.*

## Definition of a U.S. Person

*A person who is a U.S. citizen, a dual U.S./Canadian citizen, a dual U.S./other citizen, a Resident Alien, a U.S. lawful permanent resident (e.g. green card holder), or a person who meets the "Substantial Presence Test" for U.S. residency.*

## Trust Terms

*If more than one Trustee, complete a trading authorization executed by Trustees appointing one Trustee for purposes of initiating investment instructions.*

## Excerpts from the Trustee Act of Ontario RSO 1990, c.T-23 Section 27 as at October 2002 regarding authorized investments.

27. (1) In investing trust property, a Trustee must exercise the care, skill, diligence and judgement that a prudent investor would exercise in making investments.
27. (2) A Trustee may invest trust property in any form of property in which a prudent investor might invest.
27. (3) Any rule of law that prohibits a Trustee from delegating powers or duties does not prevent the Trustee from investing in mutual funds.
27. (4) If trust property is held by Co-Trustees and one of the Co-Trustees is a trust corporation as defined in the Loan and Trust Corporations Act, any rule of law that prohibits a Trustee from delegating powers or duties does not prevent the Co-Trustees from investing in a common trust fund, as defined in that Act, that is maintained by the trust corporation.
27. (5) A Trustee must consider the following criteria in planning the investment of trust property, in addition to any others that are relevant to the circumstances:
1. General economic conditions.
  2. The possible effect of inflation or deflation.
  3. The expected tax consequences of investment decisions or strategies.
  4. The role that each investment or course of action plays within the overall trust portfolio.
  5. The expected total return from income and the appreciation of capital.
  6. Needs for liquidity, regularity of income and preservation or appreciation of capital.
  7. An asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries.
27. (6) A Trustee must diversify the investment of trust property to an extent that is appropriate to,
- (a) the requirements of the trust; and
  - (b) general economic and investment market conditions.
27. (7) A Trustee may obtain advice in relation to the investment of trust property.
27. (8) It is not a breach of trust for a Trustee to rely on advice obtained under subsection (7) if a prudent investor would rely on the advice under comparable circumstances.
27. (9) This section does not authorize or require a Trustee to invest in a manner that is inconsistent with the terms of the trust.

## Excerpts from the Civil Code of Quebec.

- The Liquidator acts in respect of the property of the succession as an administrator of the property of another charged with simple administration (Art. 802 C.C.) (unless otherwise provided in the will).
- A trustee acts as the administrator of the property of another, charged with full administration (Art. 1278 CC.).
- A person charged with simple administration is bound to invest the sums of money under his administration in accordance with the rules of the Civil Code relating to presumed sound investments (Art. 1304 C.C.).
- An administrator charged with full administration can perform any form of investment (Art. 1307 C.C.).
- The administrator shall act with prudence and diligence. He shall also act honestly and faithfully in the best interest of the beneficiary or of the object pursued (Art.1309 C.C.).
- An administrator who acts in accordance with the Civil Code section relating to presumed sound investment is presumed to act prudently.
- An administrator who makes an investment he is not authorized to make (i.e. simple administration) is, by that very fact and without further proof of fault, liable for any loss resulting from it. (Art. 1343 C.C.).
- The administrator decides on the investments to make according to the yield and the anticipated capital gain; so far as possible, he works towards a diversified portfolio producing fixed income and variable revenues in the proportion suggested by the prevailing economic conditions.
- He may not, however, acquire more than five per cent of the shares of the same company nor acquire shares, bonds or other evidences of indebtedness of a legal person or limited partnership which has failed to pay the prescribed dividends on its shares or interest on its bonds or other securities, nor grant a loan to that legal person or partnership (Art. 1340 C.C.).
- Presumed sound investments are found at Art. 1339 of the Civil Code; amongst other investments are included, shares of a mutual fund and units of an unincorporated mutual fund or of a private trust, provided that sixty per cent of its portfolio consists of presumed sound investments, in the following cases:
  - a) the shares or units meet the requirements of subparagraph a of paragraph 11 of section 3 of the Securities Act of Quebec;
  - b) the company, the fund or the trust has been fulfilling the timely disclosure requirements defined by that Act for three years.

## Trustees should familiarize themselves with the act(s) relevant to their province or situation:

### As at January, 2002

Alberta	Trustee Act, R.S.A., 1980, c.T-10 as amended	Sec. 5 - 8
British Columbia	Trustee Act, R.S.B.C., 1996, c.464	Sec. 15 - 19
Manitoba	Trustee Act, R.S.M., 1970, c.T-160 Consolidation	Sec. 68 - 70
New Brunswick	Trustees Act, R.S.N.B., 1973, c.T-15, as amended	Sec. 2 and 3
Newfoundland & Labrador	The Trustee Act, R.S.N., 1990 c.380, as amended	Sec. 3 and 4
Northwest Territories	Trustee Ordinance, R.S.N.W.T., 1988, c.T-8 as amended	Sec. 2 - 3
Nova Scotia	Trustee Act, R.S.N.S., 1989, c.479	Sec. 3 - 5 and 8
Nunavut	Trustee Ordinance, R.S.N.W.T., 1988, c.T-8 as amended	Sec. 2 - 3
Ontario	Trustee Act, R.S.O., 1990, c. T-23 as amended	Sec. 27
Prince Edward Island	Trustee Act, R.S.P.E.I., 1988, Cap. T-8, as amended	Sec. 2 and 3
Quebec	Civil Code of Quebec, SQ 1991	Art. 1236 and 1339-42
Saskatchewan	Trustee Act, R.S.S., 1978, c.T-23, as amended	Sec. 3 - 6
Yukon	Trustee Act, R.S.Y.T., 1986, c.173	Sec. 2 and 4