

For Internal Use Only:

Dealer Number					Rep. Number				
Account No									

Retirement Income Fund Application

Type of Plan

- RIF Spousal RIF
 LIF/RRIF LRIF RLIF

1 Annuitant 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 _____ Language Preference English French

Email _____ Home Phone _____ Business Phone _____

2 Annuitant Employment Information and Identification

Employed With _____ 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 \$50,000	<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"/> \$50,000 - \$100,000	<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"/> Over \$100,000	<input type="checkbox"/> None	<input type="checkbox"/> 10 years plus	<input type="checkbox"/> Balanced	<input type="checkbox"/> Medium
Estimated Net Worth = \$ _____					<input type="checkbox"/> Low to Medium <input type="checkbox"/> Low

4 Investment Instructions

	Amount
<input type="checkbox"/> Tradex Bond Fund	\$ _____
<input type="checkbox"/> Tradex Equity Fund Limited	\$ _____
<input type="checkbox"/> Tradex Global Equity Fund	\$ _____
<input type="checkbox"/> Tradex Investment Savings	\$ _____
Total	\$ _____

I, the Annuitant, wish to appoint another person(s) to have full power and authority over the Plan?
 Yes No

5 Transfer From

Not subject to pension legislation

- Tradex RRSP Account No. _____
 Another RRSP
 Tradex Spousal RRSP Account No. _____
 Another Spousal RRSP
 Another RRIF
 Registered Pension Plan (non locked-in portion)

Subject to the _____ pension legislation

- Tradex LIRA or Locked-in RSP
 Another LIRA or Locked-in RSP
 Tradex RLSP
 Another RLSP
 Another LIF or RRIF
 Another LRIF
 Another RLIF
 Registered Pension Plan

6 Payment Instructions From the Plan

Calculation method	Payment source	Payment frequency	First payment to commence
<input type="checkbox"/> The greater of the: Minimum Amount Or \$ _____ or _____%	Tradex Bond Fund _____%	<input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	_____ (mm/dd/yyyy)
	Tradex Global Equity Fund _____%		
	Tradex Equity Fund Limited _____%		
	Tradex Investment Savings _____%		

Payment instructions

- Cheque by mail
 Direct deposit to bank
 (Please attach a void cheque)
 Transfer to non-register Tradex
 account (see form attached)

Financial Institution Name _____

Bank Code _____

Bank Transit _____

Bank Account Number _____

7 Spousal Elections (optional)

- A) I elect my spouse named herein as my
 successor annuitant under the Plan.

Full name of Spouse _____

Social Insurance Number _____

- B) I elect to have payments from the Plan
 calculated based on the age of my spouse,
 as herein indicated.

Date of Birth (mm/dd/yyyy) _____

8 Beneficiary Designation (Where permitted by law)

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 Annuitant's spouse may override such beneficiary designation. Also, as your designation may not automatically change as a result of your future marriage or marriage breakdown, 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

- a) not completed Part A of the spousal election section above and you want to designate a beneficiary to receive the proceeds of your Account in a lump sum or
 b) completed the Part A of the spousal election 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 Annuitant predeceases you.

I hereby revoke any previous beneficiary designations made by me under the Plan and direct you to pay the proceeds of the Plan to my designated beneficiary named below, unless my beneficiary predeceases me, in which event the proceeds of the Plan will be paid to my estate.

First Name _____

Initial _____ Surname Name _____

Relationship _____

Address _____

City _____

Province _____

Postal Code _____

(Note: For LIF, RLIF or LRIF, the beneficiary designation may not be valid if you have a spouse.)

9 Authorization and Acceptance by Annuitant

To: **CIBC Mellon Trust Company**

I hereby apply for the Tradex Retirement Income Fund ("Plan"), in accordance with the terms of the Declaration of Trust and, if applicable, the Addendum which I have received and read.

I hereby request the CIBC Mellon Trust Company (the "Trustee") to apply to register the Plan as a retirement income fund under the Income Tax Act (Canada) and any applicable provincial income tax legislation.

I am aware of and agree to be bound by the fact that:

- (A) Income tax may be payable by me on any benefit paid out.
- (B) If I am transferring the proceeds of an RRSP to the Plan, that I will not have attained the age of 72 this calendar year.
- (C) All property that I am transferring into the Plan is from an RRSP, a RRIF or is property otherwise permitted to be transferred under the Income Tax Act (Canada).
- (D) I shall be solely responsible for any taxes which may apply on any non-qualified investments held in the Plan.

I agree to provide, on request, proof of age for myself and, if applicable for my spouse and such further information as may be required in connection with the registration and administration of the Plan.

I hereby:

1. acknowledge having received the General Privacy Policy Statement available directly from Tradex or on its website at www.tradex.ca and consent to my personal information being collected, held, used and disclosed by Tradex in the ways and for the purposes identified in the General Privacy Policy Statement. If I have provided information concerning my spouse/partner and/or my beneficiary, I confirm that I am authorized to provide such information;
2. authorize Tradex to accept and act on a fax or image copy of the Application as if such copy were an original. Upon completing the attached Limited Authorization form authorizing Tradex to accept my telephone, email and fax instructions regarding the operation of the Plan;
3. declare all information provided is true and correct, that I have not withheld any information, and agree to inform Tradex of any changes in the personal information provided when it occurs;
4. as required, acknowledge receipt of the simplified prospectus and supporting documents regarding the Tradex family of mutual funds and mutual funds from other fund families noted in the application form, and understand that any applicable transactions are made under the terms and conditions therein;
5. acknowledge that the intended use of the Plan held through Tradex is for investment purposes;
6. certify, if purchasing Tradex Funds, that I am employed in the public sector, or that I am otherwise eligible to purchase shares/units of Tradex mutual funds as provided in the Funds' simplified prospectus (e.g., family member, former employee);
7. understand that mutual funds are not insured under the Canada Deposit Insurance Act or the Régie de l'Assurance-Dépôts du Québec; and
8. acknowledge receipt of the Mutual Fund Dealers Association of Canada documents: Client Complaint Information Form and The Risks of Borrowing for Purchasing Investments.
9. acknowledge receiving a copy of the Tradex Client Relationship Document.

I request this document to be drawn in the English language. J'ai exigé que ce document soit rédigé en anglais.

Signature of Annuitant

Date

Signature of Spouse (Mandatory for LIFs in the Provinces of Ontario and Nova Scotia)

Date

Reviewed and accepted by Tradex Management Inc., as agent of the Trustee

Date

Notes:

September 27, 2011

Tradex Retirement Income Fund 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 annuitant named in the Retirement Income Fund Application (the "Application"). We agree to act as trustee of your **Tradex Retirement Income Fund** (your "Plan") on the following terms and conditions.

1. Registration and Compliance: We will apply for registration of your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement income fund ("RRIF"). It is intended that, at all times, your Plan will comply with all relevant provisions of the Tax Act and, if applicable, the *Taxation Act* (Quebec) with respect to an RRIF. You will be bound by the terms and conditions imposed on your Plan by all applicable legislation.

2. Transfers to your Plan: We will accept transfers of cash to your Plan from: (a) your registered retirement savings plan ("RRSP") or RRIF; (b) you, if the amount transferred is not greater than the amount described in paragraph 60(l)(v) of the Tax Act or any successor provision thereto; (c) your Spouse's or former Spouse's RRSP or RRIF in circumstances described in subparagraph 146.3(2)(f)(iv) of the Tax Act or any successor provision thereto; or (d) any other source permitted by the Tax Act from time to time. 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 accept transfers only if they are accompanied by a direction or authorization in a form acceptable to us and any other documentation that we may require in our sole discretion. We will hold amounts transferred to your Plan, investments made with those amounts and any income or capital gains realized in respect of those investments in trust in accordance with the provisions of this Declaration.

3. Investments: Transfers to your Plan 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") or such other investments as Tradex may permit from time to time. However, your Plan may not hold a mortgage. Such investments 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 Plan 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 balance in the Plan in our deposit department or in the deposit department of one of our Affiliates and 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 re-investment of the property held in your Plan or the monitoring of the investments so made. Our obligation relating to the investment of the property held in your Plan shall be limited to registering the investments of your Plan 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 Plan, 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 any transfers to your Plan are permitted by the Tax Act; and (b) ensuring that the investments held in your Plan are qualified investments for your Plan under the Tax Act. You acknowledge and accept sole responsibility for these matters. If your Plan becomes liable for tax, interest or penalties under the Tax Act or similar provincial legislation,

we may realize sufficient investments of your Plan, 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 Plan 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 forwarding your investment instructions to us; and
- (b) receiving and forwarding your instructions relating to payments out of your Plan to us pursuant to the provisions provided herein.

6. Retirement Income: The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second calendar year of your Plan. In each calendar year, the total amount of payments to you from your Plan may not be less than the minimum amount (the "Minimum Amount") required to be paid under the Tax Act. The amount of any payment from your Plan may not exceed the value of the property of your Plan immediately before the time of the payment. You may specify in writing in a form satisfactory to us, the amount and frequency of the payments to be made during any year. The amount of payments may vary from year to year. You may change the amount and frequency of the payments or request additional payments by instructing us in writing in a form satisfactory to us. If you do not specify the amount and frequency of payments to be made in a year or the amount that you specify is less than the Minimum Amount for a year, we will make a payment or payments as we deem necessary, in our sole discretion, to ensure that the Minimum Amount for that year is paid to you. You may send us instructions to redeem or sell certain assets in your Plan to make payments under your Plan and in the absence of satisfactory instructions, we will sell investments of your Plan on a pro-rata basis for the purpose of making payments to you and will not be liable for any resulting loss. Payments from your Plan will be paid to you net of all proper charges including tax required to be withheld. We may impose any other reasonable requirements and conditions in connection with these matters. A payment to you will be deemed to have been made when: (a) a cheque payable to you is mailed in a postage pre-paid envelope addressed to you at the address indicated on your Application or subsequently provided by you to us in writing; or (b) an amount is electronically transferred to the credit of a bank account designated by you.

7. Calculation of the Minimum Amount: The Minimum Amount will be zero in the first calendar year of your Plan and for each subsequent year will be calculated according to the provisions of the Tax Act. You may elect to base the Minimum Amount on your age or your Spouse's age. This election is binding and cannot be changed, revoked or amended under any circumstances.

8. Transfers from your Plan: Following the receipt of your written instructions in a form acceptable to us, we will transfer all or part of the assets of your Plan (net of all proper charges and any amount which we are required by the Tax Act to retain to ensure the payment of the Minimum Amount) to the issuer of an RRSP, RRIF or life annuity that conforms with the paragraph 146.3(2)(e.1) or (e.2) of the Tax Act, as instructed by you in the notice. We may not transfer the assets of your Plan to an RRSP after December 31 of the year you reach age 71 (or another age specified by the Tax Act). Upon request, we will provide the issuer of the recipient plan with all relevant information in our possession. We will sell or transfer specific investments of your Plan 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 Plan 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 Plan.

9. 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) your Spouse as successor annuitant of your Plan; or (b) a beneficiary to receive the proceeds of your Plan in the event of your death.

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 designation from you, the latest designation shall revoke all previous designations.

10. Death: Upon receipt of satisfactory evidence of your death and any other documents as we may require, we will continue payments to your Spouse provided he or she is the successor annuitant of your Plan. If your Spouse becomes the successor annuitant of your Plan, he or she will be deemed to be the annuitant of your Plan with the same rights as if he or she had been the original annuitant. If your Spouse is not the successor annuitant, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living at the date of your death. If you have not designated a beneficiary or if the designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges, after we receive the releases and other documents that we require in our sole discretion.

11. Prohibition: Except as specifically permitted under the Tax Act, no loan or benefit that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. Neither the assets of your Plan nor retirement income under your Plan may be pledged, assigned or otherwise encumbered in whole or in part. We will not make any payments from your Plan except those specifically permitted under the provisions of this Declaration or the Tax Act.

12. Date of Birth and Social Insurance Number: The statement of your and, if applicable, your Spouse's birth date and social insurance number in your Application is deemed to be a certification of its truth and your undertaking to provide, if we request, proof satisfactory to us in our sole discretion, together with any other factual information which we may require for the provision of a retirement income.

13. Accounting and Reporting: We will maintain an account of your Plan containing such information with respect to the Plan as required for purposes of the Tax Act. We will send you at least annually a statement of your account. Before April of each year, we will provide any applicable tax reporting required to be filed with your personal income tax return for the previous year.

14. 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.

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

16. Delegation of Duties: In addition to paragraph 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.

17. Our Responsibility: We acknowledge that we are ultimately responsible for the administration of your Plan. We, our officers, employees and agents are indemnified by you and your Plan from and against all expenses (including reasonable counsel fees and expenses) liabilities, claims and demands that may arise from holding the assets of your Plan; dealing with the assets of your Plan 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 Plan 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 on 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 Plan.

18. Successor Trustee: We may resign and be discharged from all duties and liabilities under this Declaration by giving Tradex at least 30 days' written notice. Tradex is nominated to appoint a successor trustee. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan. 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 Plan remains registered in accordance with paragraph 1 hereof.

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

20. Amendments: From time to time, we may amend this Declaration with the approval of Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRIF under the Tax Act. Any amendment to ensure that your Plan 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.

21. Entire Agreement: The Application, this Declaration of Trust and, if applicable, the Addendum shall constitute the entire agreement between you and us with respect to the Plan.

22. 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.

23. Privacy and Complaints: We will collect, use and disclose personal information to establish and service your Plan, as required or permitted by law and as disclosed in our Privacy Policy. We may, from time to time, disclose or transfer personal information given to us by you to the agents. By applying for your Plan, 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.

24. 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 means the individual recognized as the Spouse under the Tax Act and shall include common-law partner as defined in subsection 248(1) of the Tax Act.

October 21, 2010

Tradex®

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Spring 2010

SUMMARY OF TRADEX MANAGEMENT INC.'S COMPLAINT HANDLING PROCEDURES

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.

The Client Complaint Information Form

We provide all new clients and clients who complain with information set out by the Mutual Fund Dealers Association of Canada called the Client Complaint Information Form. This form provides general information about their options for making a complaint (a copy of this form also appears on our website at www.tradex.ca).

How to File a Complaint with Tradex

Clients wishing to complain to Tradex may make their complaint by contacting Brien Marshall who is our Senior Vice-President, Chief Operating Officer and Chief Compliance Officer. He may be reached at any of the addresses shown on this letterhead, including toll free at 1-800-567-3863. We encourage clients to make their complaint in writing or by email, where possible. Where clients have difficulty putting their complaint in writing, they should advise us so that we can provide assistance. For confidentiality reasons, we will only deal with the client or another individual who has the client's express written authorization to deal with us.

Complaint Handling Procedures

We will acknowledge receipt of a complaint promptly, generally within five days. We review all complaints fairly, taking into account all relevant documents and statements obtained from the client, our records and any other relevant source. Once our review is complete we provide clients with our response, which will be in writing if the complaint was made in writing. Our response may be a resolution to your complaint to your satisfaction, a denial of the complaint with reasons or another appropriate response. Our response will summarize your complaint, our findings and will contain a reminder about your options with the Ombudsman for Banking Services and Investments. We will generally provide our response within thirty days, unless we are waiting for additional information from you, or the case is novel or very complicated. We will respond to communications you send us after the date of our response to the extent necessary to implement a resolution or to address any new issues or information you provide. Once again, all communications should be with Mr. Marshall at the addresses noted above.

Risks of Borrowing for Purchasing Investments

Mutual fund units and other securities may be purchased using available cash, or a combination of cash and borrowed money. If cash is used to pay for the purchase in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities. The purchase of securities using borrowed money magnifies the gain or loss on the cash invested. This effect is called leveraging.

For example, if \$100,000 of mutual fund units are purchased and paid for with \$25,000 from available cash and \$75,000 from borrowings, and the value of the fund units declines by 10% to \$90,000, your equity interest (the difference between the value of the securities and the amount borrowed) has declined by 40%, i.e. from \$25,000 to \$15,000.

It is important that an investor proposing to borrow for the purchase of securities be aware that a purchase with borrowed monies involves greater risk than a purchase using cash resources only.

To what extent a purchase using borrowed monies involves undue risk is a determination to be made by each purchaser and will vary depending on the circumstances of the purchaser and the securities purchased.

Financial Resources Required for Investments Purchased with Borrowed Funds

It is also important that the investor be aware of the terms of a loan secured by securities. The lender may require that the amount outstanding on the loan not rise above an agreed percentage of the market value of the securities. Should this occur, the borrower must pay down the loan or sell the securities so as to return the loan to the agreed percentage relationship. In our example above, the lender may require that the loan not exceed 75% of the market value of the mutual fund units. On a decline of value of the units to \$90,000, the borrower must reduce the loan to \$67,500 (75% of \$90,000). If the borrower does not have cash available, the borrower must sell units at a loss to provide money to reduce the loan.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who use borrowed funds to purchase their investments are advised to have adequate financial resources available both to pay interest and also to reduce the loan if the borrowing arrangements require such a payment.

Tradex 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 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, McLean Budden---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. Except 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:

A. 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 portfolio summary showing all of your mutual fund holdings held through Tradex, and an annual account statement that includes all of your transactions for the year (Statements are anticipated to be issued quarterly commencing in 2012). Tradex charges no administrative fees with these accounts.

B. Registered Retirement Savings Plans (RRSP) and 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 accounts with three different Trustees (currently Canadian Western Trust, MRS Trust and B2B Trust). 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.

C. Tax-Free Savings Accounts and Registered Education Savings Plans

Tradex distributes its own proprietary Tax-Free Savings Account (TFSA) 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 Registered Education Savings Plans, 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 on purchases of regular mutual funds.

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 fund that we distribute.

With respect to Labour Sponsored Investment Funds (Venture Capital Funds), Tradex may receive a sales commission under certain circumstances, mainly where the fund is only offered on a deferred sales charge basis.

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 10 bps 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 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” 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 “Know your Client” 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. 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 the trades made. 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, the cheque will be deposited in a trust account specifically set up to handle client transactions.
- 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. 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 CIBC Mellon, the registrar for Tradex Funds. Similarly, if you purchase/sell a RBC fund the confirmation will come from RBC.
- For “intermediary accounts” (including self directed RRSP/RRIF accounts). These accounts are administered by a trust 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.

C. Account Statements

Clients will receive a quarterly portfolio summary from Tradex which shows the value of their investments held through Tradex and an annual account statement that includes all of your transactions for the year (Statements are anticipated to be issued quarterly commencing in 2012). 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 fund in an intermediary account (such as a self directed RRSP) they will receive a quarterly statement (electronic or physical) from the trust company that is the trustee for the account.

8. 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 account who terminate their relationship with the trustee for the account (and for example, move their RRSP business to another trustee) may face RRSP and transfer fees imposed by the trust company that they are leaving. Similarly some RESP plan sponsors impose a fee for cancelling an RESP.