

Scotia Capital Inc. Qualifying Recognized Overseas Pension Scheme ("QROPS") Agreement

Account Number

Customer Name (Annuitant)

If funds are coming directly from the UK please provide the name of originating UK Pension Plan: If funds are coming from an existing QROPS provider (such as another Canadian QROPS provider) please provide the following: Name of the QROPS provider: Account Number of the QROPS provider: QROPS provider's HMRC QROPS reference number: Date of initial UK transfer to the QROPS provider:	Scotia Capital Inc. QROPS Registration Number (indicate the RSP or RIF QROPS number as applicable) <input type="checkbox"/> RSP QROPS No. QROPS501320 <input type="checkbox"/> RIF QROPS No. QROPS501319
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In this Agreement, *you* and *your* mean the above-noted Scotia Capital Inc. QROPS member (the Annuitant of the Scotia iTRADE RSP or RIF plan account referenced above) and *we*, *our*, and *us* mean Scotia Capital Inc. and The Bank of Nova Scotia Trust Company (Scotiastrust), and their respective affiliates and subsidiaries. *Test period* in relation to any payment means the tax year in which a payment is made (other than any part of it falling after the date of payment) and the five immediately preceding tax years). *Tax year* runs from 6 April in one year to 5 April in the next year (both dates inclusive). If you are a UK tax resident during the test period any actual or deemed payment or transfer from your Scotia Capital Inc. QROPS will be reported by us to HMRC (defined below); any actual or deemed payment or transfer within 10 years of the relevant transfer fund coming into existence (collectively the "reporting period") will also be reported by us to HMRC. HMRC may impose charges and penalties on actual or deemed payments or transfers during the reporting period.

You acknowledge and agree that:

1. The information which you have provided to us above, is true and correct.
2. You authorize us to disclose personal information about you to others including, Canadian and UK government departments or agencies and tax authorities. Without limiting the generality of the foregoing, you acknowledge and agree that we may provide to HM Revenue and Customs of the United Kingdom ("HMRC") such information as they may from time to time require including information about any payment or transfer or deemed payment or transfer out of the Scotia Capital Inc. QROPS.
3. You agree that we will not pay any funds out of your Scotia iTRADE QROPS before you turn age 55, unless you meet the prescribed ill-health condition. You agree to provide to us such additional information as we may require in connection with any request for payment or transfer or deemed payment or transfer into or out of the Scotia Capital Inc. QROPS.
4. You acknowledge and agree that you may be liable to HMRC or any other UK governmental authority for any charges and other sanctions which may be imposed upon you in relation to any actual or deemed payment or transfer from the Scotia Capital Inc. QROPS during the reporting period. We will require from you or your legal representatives a written statement in such form as we may require and such other evidence as we consider necessary regarding your tax residency status during relevant test periods.
5. You also acknowledge that you are solely responsible to verify whether any payments made by the Scotia Capital Inc. QROPS are authorized payments for the purposes of the *Finance Act 2004* (UK), as amended and whether any recipient scheme to which you direct us to transfer funds in the Scotia Capital Inc. QROPS is a qualifying recognized overseas pension scheme as defined by the *Finance Act 2004* (UK), as amended.
6. You hereby release and forever discharge us and our respective directors, officers, employees and agents and the respective heirs, executors, administrators, successors and assigns of each of them from all actions, suits, causes of action debts, claims and proceedings of any nature or kind whatsoever which you hereafter can, shall or may have for or by reason of or in any way arising out of or in any way connected with or relating to any adverse tax or other consequences you may incur or any actions taken against you by HMRC or Canada Revenue Agency as a result of our compliance with your request to accept a transfer from another arrangement or to do or omit to do anything which results in a payment or transfer or deemed payment or transfer from the Scotia Capital Inc. QROPS (any such acceptance, payment or transfer or deemed payment or transfer being referred to as a "Request").
7. You hereby agree not to hereafter make any claims or take proceedings against any other person, firm, corporation or entity whatsoever who has claimed or might claim contribution, indemnity or other relief from us, and our subsidiaries and affiliates and each of us, our respective present and former directors, officers, employees and agents and their respective heirs, executors, administrators, successors and assigns of each of them in respect of any action, suits, causes of action, debts, demands, claims and proceedings of any nature or kind whatsoever in connection with any claims released pursuant to this instrument. You agree that this release and acknowledgement shall operate conclusively as an estoppel in the event of any action, suit, demand, claim or proceeding which might be brought in the future by the undersigned with respect to the matters covered by this release and acknowledgement. This release and acknowledgement may be pleaded in the event any such action, suit, demand claim or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the action, suit, demand, claim or proceeding on a summary basis and no objection will be raised by the undersigned that any other parties in the subsequent action were not privy to the formation of the release and acknowledgement.
8. You hereby acknowledge and agree that we have recommended that you consult with third party UK and Canadian tax consultants to obtain tax advice in connection with the tax implications of any Request.
9. You also agree that we may add to or amend the provisions of this Agreement in order to comply with applicable legislation, regulations, administrative guidance or qualifying recognized overseas pension scheme requirements and you agree to execute such other documents and agreements to give effect to the foregoing.
10. You shall indemnify, defend and hold us, our subsidiaries, licensees and affiliates and each of our and their respective officers, directors, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, claims, demands, suits, actions deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees (including litigation costs, expenses and reasonable attorney's fees) and disbursements, and accountants' fees and disbursements incurred by, borne by or asserted against any of us, our subsidiaries, licensees and affiliates and each of our and their respective officers, directors, employees and agents in any way relating to, arising out of or resulting from or in connection with this Scotia Capital Inc. QROPS or our actions in connection therewith.

Signature of Customer	UK National Insurance Number (NINO) / Other HMRC Reference Number and reason why you are not entitled to a NINO.	Date
Signature of Witness (Authorized Scotia iTRADE Representative)	Witness Name (Please Print)	Date

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