

Distributor Agreement

Non-Resident Withholding Tax Agreement for Nominee Name and/or Intermediary Accounts

_____ (the “**Distributor**”), using Distributor Code(s) or Intermediary

Code(s): _____, may be the registered holder of securities (“**Securities**”) of mutual funds or other investment funds (“**Funds**”) managed by a manager (“**Manufacturer**”), who has accepted, in writing, the terms of this Non-Resident Withholding Tax Agreement for Nominee Name and/or Intermediary Accounts (this “**Agreement**”);

When the Distributor is the registered holder of Securities held for the benefit of one or more of its clients (“**Distributor’s Clients**”), the Distributor may provide information to the Manufacturer or its agents about the Distributor’s Clients. That information may be provided directly to the Manufacturer or its agent in writing or may be provided through the network of Fundserv Inc. (“**Fundserv**”);

The Manufacturer relies on the information provided about the Distributor’s Clients to determine the amount of tax to withhold from distributions paid on the Securities;

IN CONSIDERATION of the acceptance of this Agreement, by the Manufacturer in writing in the Manufacturer’s Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Distributor agrees to the following.

1. The Distributor represents, warrants and covenants to each Manufacturer, who has accepted, in writing, this Agreement, knowing that each such Manufacturer is relying on such representations, warrants and covenants, that:
 - (a) the Distributor has records that identify any individual, trust, corporation or partnership who is a non-resident person (“**Non-Resident Person**”) for the purposes of the Income Tax Act (Canada) (“**Act**”) and who for this purpose is considered to be an owner (“**Owner**”) of one or more of the Securities held in the name of the Distributor for the benefit of the Distributor’s Clients;
 - (b) the Distributor has provided information either directly to the Manufacturer or its agents or through the Fundserv network identifying the Securities registered in the name of the Distributor that are held for the benefit of a Non-Resident Person; and
 - (c) if the Distributor has informed the Manufacturer that Securities are held for the benefit of a Non-Resident Person who is resident in a particular country and therefore is subject to a specific withholding tax rate or who is entitled to claim the benefits of one of Canada’s international tax treaties, the Distributor has records that identify the Non-Resident Person’s country of residence and the extent of that person’s entitlement under the applicable tax treaty, or the Distributor has notified the Manufacturer or its agent in writing or through the Fundserv network that a different withholding tax rate should apply to the Securities.
2. The Distributor undertakes for the benefit of each Manufacturer who has accepted, in writing, this Agreement that:
 - (a) the Distributor will keep the records related to the identity, residence and treaty entitlement of the

Owners of Securities for a period of at least seven years after the earlier of the year in which: (i) the Distributor's Client disposes of the Securities; or (ii) the Distributor's Client ceases to be a client of the Distributor; and

- (b) if required by law, the Canada Revenue Agency or other regulatory authority, the Distributor will provide the Manufacturer or to a person identified by the Manufacturer, such information and documentation as it is permitted by law to provide as may be necessary to verify the Owners of Securities, each Owner's country of residence and any treaty entitlement.
3. In connection with any Securities held by the Distributor for the benefit of a Distributor's Client, each Manufacturer, who has accepted, in writing, this Agreement, undertakes not to contact the Distributor's Client to verify the client's country of residence or treaty entitlement for the purposes of withholding tax as required by the Act unless the Distributor has not provided (for any reason) the information and documents referred to in Section 2(b) of this Agreement within 30 days of its written request.
4. The Distributor covenants and agrees that it shall indemnify and hold harmless each Manufacturer, who has accepted, in writing, this Agreement and Fundserv from and against any and all liabilities (including tax, interest and penalties that may be assessed against any of them under the Act), assessments, actions, suits, claims, demands, fees, expenses, costs (including reasonable legal costs), losses, or harm suffered by it in respect of the breach of or failure of the Distributor (or its agents) to comply with the representations, warrants, covenants, undertakings and acknowledgements herein. For greater certainty, the Distributor will not be liable for any losses resulting from the failures or errors made by a Manufacturer, who has accepted, in writing, this Agreement with respect to withholding tax requirements on the Securities. The Distributor is entitled, at its sole cost and expense, to contest and defend any such action, suit, claim, demand, or assessment made against the Manufacturer with respect to withholding tax requirements on the Securities.
5. The Distributor may terminate this agreement upon 60 days' written notice provided directly to Fundserv.

Authorized Signatory

First Name*	Last Name*
Signature of Authorized Representative*	Date*

*Required Field