

AGENCY AGREEMENT
For SD-RRSP and SD-TFSA Programs

THIS AGREEMENT made this _____ day of _____,
20____.

BETWEEN:

CANADIAN WORKER CO-OPERATIVE FEDERATION
(hereinafter referred to as "the Agent")

AND:

_____, an incorporated
co-operative or other corporation with its head
office in

_____ (city/province),
and which is a regular member (i.e. a worker co-op
member) of the Canadian Worker Co-operative

Federation.

(hereinafter referred to as "the Sub-Agent")

By this Agency Agreement, the intent of the Agent, to authorize the Agent's Sub-Agents throughout Canada to solicit deposits for the Agent on the terms and restrictions as set out herein.

By this Agency Agreement, the intent of the Agent is to permit access to its Sub-Agents throughout Canada, to represent the Agent's deposit offering as specifically referred to herein.

The two parties agree to all the terms and conditions of this Agency Agreement as set forth below:

1. The Agent hereby appoints the Sub-Agent to canvass as an independent contractor for applications and related deposit funds for Self-Directed Registered Retirement Savings Plans or for Self-Directed Tax Free Saving Accounts (hereinafter referred to as the "contracts"), to collect and pay over to the Agent all deposit amounts received by the Sub-Agent on the contracts solicited by the Sub-Agent.
2. The Sub-Agent agrees to explain fully the terms of the contracts to prospective clients, and further agrees not to make untrue statements, interpretations, or make misrepresentations, or omit or evade material facts concerning the contracts, and to fully disclose all such material facts to prospective clients.
3. The Sub-Agent agrees to accept cheques for contract contributions, not cash, payable to the Agent. Immediately upon receipt, such cheques shall be stamped on the reverse side "FOR THE DEPOSIT ONLY TO THE CREDIT OF THE PAYEE". The

Sub-Agent agrees to promptly and accurately account to the Agent for all funds received and to complete full and sufficient records in such form as the Agent may require from time to time. All records shall be open for inspection by the Agent at any time.

All funds received by the Sub-Agent are to be remitted to the Agent within five (5) business days. Records of the contract holders' business in the possession of the Agent are and will at all times remain the property of the Agent.

4. The Agent will supply, free of charge, to the Sub-Agent, reasonable quantities of support materials inclusive of application forms, fee schedules, and other materials as may be made available by the Agent, all of which are at all times property of the Agent. Any such material on hand at the date of the termination of this Agency Agreement shall be returned to the Agent.
5. The Agent will deliver to the Sub-Agent, upon request, documentation requirements as set out in Schedule "A" hereto.

The Sub-Agent will be responsible for completing the documentation in accordance with the requirements of the Agent and will deliver same to the Agent. The Agent will review the documentation to ensure that it is complete and correct.

6. Each December, the Agent will provide to the Sub-Agent, a list, in duplicate, of contracts referred by each Sub-Agent. Included with this list will be an invoice for each contract holder confirming the annual fee. The Sub-Agent is responsible for delivering the invoices to the contract holders, collecting the fees and remitting payment of same to the Agent with a copy of the above-mentioned list.

The current fee of \$55.00 (including GST/HST) is subject to review on an annual basis. All contract holders will receive 30 days notification of any changes to this fee.

The above noted fee will apply to all contracts containing securities in worker co-operatives¹ which are eligible SD-RRSP or SD-TFSA deposits and cash.

7. The Agent will provide Official Receipts for SD-RRSPs as required and annual statements of account directly to each contract holder.
8. The rules and regulations as set forth by the Agent shall be

¹"worker co-operative" is herein defined as a corporate entity which is eligible for membership in the Canadian Worker Co-operative Federation.

strictly adhered to by the Sub-Agent, and may be amended by the Agent from time to time, with consultation of the Sub-Agent, provided such amended rules and regulations are not in substantial variation of this Agreement.

9. This Agency, as amended from time to time, contains the whole Agreement between the parties. No purported amendment shall be binding upon the Agent unless it is in writing signed on the Agent's behalf by two authorized signing officers of the Agent. The Agent is not bound by any promises or representations not contained herein.
10. Either party reserves the right to at any time revoke this Agency Agreement by giving the other parties 30 days notice in writing of such revocation. Any notice to be given by any party out of the provisions of this paragraph shall be valid and effective if given by Registered Mail or Certified Mail, postage prepaid, to the Head Office of the Agent or Sub-Agent, as the case may be.
11. Notwithstanding the intent of the foregoing, if in the Agent's sole discretion and opinion, the Sub-Agent is in breach of this Agency Agreement, the Agent shall be entitled to terminate this Agency Agreement at any time on 3 days notice and in such event, the Sub-Agent shall forthwith deliver to the Agent all contracts sold by the Sub-Agent.
12. Any notices required to be given by any party hereto shall be in writing addressed as follows:

IN THE CASE OF THE AGENT:

RRSP Program Manager
Canadian Worker Co-operative Federation
Suite #1, 41 Aberdeen Street
Kentville, N.S. B4N 2M9

AND IN THE CASE OF THE SUB-AGENT:

and shall be deemed to have been delivered within 48 hours of posting thereof.

13. This Agency Agreement is binding upon and enures to the benefit of the parties hereto and the successors and assigns of the Agent and the successors and assigns of the Sub-Agent, if such successors and assigns are expressly approved in writing by the Agent.
14. A waiver of any one provision of this Agency Agreement shall

not be deemed a waiver of any other provision and no waiver shall be deemed made by the Agent except under authority of the Agent in writing over the signatures of two of its signing officers.

IN WITNESS WHEREOF the parties hereto have executed this Agency Agreement the day and year hereinbefore written.

CANADIAN WORKER CO-OPERATIVE FEDERATION

Per

Per

(Sub-Agent)

Per

Per

SCHEDULE "A"

All new Self-Directed Registered Retirement Savings Plan or Self-Directed Tax Free Saving Account purchasers must complete and sign the following forms:

- Self-Directed RRSP or TFSA Application
- Payment Authorization
- Fee Schedule
- Designation of Beneficiary (optional)
- Deposit Form
- Worker Cooperative and Specified Co-operative Corporation Shares Annuitant Declaration (SD-RRSP or SD-TFSA as applicable)
- Worker Cooperative and Specified Co-operative Corporation Shares Declaration (Completed by an accredited independent accountant) (SD-RRSP or SD-TFSA as applicable)

The Agent must receive **one of the following** when completing a contribution "in kind" to a self-directed RRSP:

- 1) Share certificate duly executed in favour of "Canadian Worker Co-operative Federation For" the contract holder
- 2) Share Register Confirmation Letter signed and sealed by two duly authorized signing officers of the Sub-Agent confirming the holding of shares of the Sub-Agent by the contract holder.

Contributions in cash are by way of cheque payable to Canadian Worker Co-operative Federation.

Transfers of existing SD-RRSP or SD-TFSA funds are permitted by completion of a Direct Transfer-in of SD-RRSP/DS-TFSA form. Transfers "in kind" of eligible investments are also permitted.

All Sub-Agents must provide the Worker Cooperative and Specified Cooperative Corporation Shares Declaration confirming that the shares are a qualified investment for a SD-RRSP or a SD-TFSA and an Issuer Representation Letter confirming current market value of those shares.