



CRYSTAL WEALTH

INSTRUCTIONS FOR COMPLETING THIS SUBSCRIPTION AGREEMENT

1. After reviewing the terms and conditions of this Subscription Agreement, you must complete all sections and Schedules, sign where indicated and return the original to Crystal Wealth Management System Limited (“**Crystal Wealth**”), c/o IFDS, 30 Adelaide St. E., Suite 1, Toronto, Ontario, M5C 3G9, retaining a copy for your records and a second copy for your dealer’s records.
2. Attach payment as described under Investor Information Schedule Part 5 - “Subscription Information”. Your dealer can deliver the subscription payment directly to Crystal Wealth or arrange for payment by wire-order.
3. Most investors will be purchasing under the “accredited investor” exemption. If you are an **individual accredited investor**, please complete and sign the Accredited Investor Certificate (Schedule A) of the Subscription Agreement and the Risk Acknowledgement Form (Schedule C). A new Accredited Investor Certificate is not required each time you purchase additional units unless the representations and warranties set out in the Accredited Investor Certificate you last forwarded to Crystal Wealth are no longer accurate at the time of the additional purchase. However, a new Risk Acknowledgement Form (Schedule C) must be signed each time you purchase additional units.
4. If you are an accredited investor, but you are **not an individual accredited investor** (because you are a corporation, partnership or other entity) please complete and sign the Accredited Investor Certificate (Schedule A) of the Subscription Agreement. A new Accredited Investor Certificate is not required each time you purchase additional units unless the representations and warranties set out in the Accredited Investor Certificate you last forwarded to Crystal Wealth are no longer accurate at the time of the additional purchase. In addition to the Subscription Agreement, please provide us with a certificate substantially in the form of Schedule B attesting to your existence and ownership, and attaching a resolution authorizing the subscription for units.
5. Additional investments in the Fund are generally permitted in amounts less than the minimum amounts (but for at least \$5,000). Please refer to “Additional Investments” in the Offering Memorandum of the applicable fund. At the time of making each additional investment, an Investor is not required to sign an additional Subscription Agreement, but is deemed to have repeated to the Fund the covenants and representations of the subscriber as set out in this Subscription Agreement. In particular, an Investor is deemed to have represented to the Fund that the Investor is qualified to make the additional investment on the same basis as that set out in the original Subscription Agreement. As per #3 above, individual accredited investors must provide a signed Risk Acknowledgement for each additional purchase.
6. In order to purchase under the “**minimum amount**” (\$150,000) exemption, you must not be an individual investor (which includes registered accounts). The Investor will be a corporation, partnership or other entity. In addition to the Subscription Agreement, please provide us with a

certificate substantially in the form of Schedule B attesting to your existence and ownership, and attaching a resolution authorizing the subscription for units.

7. The “offering memorandum” exemption is not available to purchasers of the Crystal Wealth funds.
8. You have the right to cancel the agreement to purchase units of the Fund set out in this Subscription Agreement by delivering a notice of cancellation to Crystal Wealth no later than midnight on the second business day after you sign this Subscription Agreement.

For further information, please contact:

Crystal Wealth Management System Limited, c/o IFDS, 30 Adelaide Street East, Suite 1, Toronto, Ontario, M5C 3G9. Phone 1-888-483-0242. Fax 1-888-850-2351. info@crystalwealth.com



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c/o IFDS, 30 Adelaide St. E., Suite 1, Toronto, ON M5C 3G9. Tel: 1-888-483-0242. Fax: 1-888-850-2351. info@crystalwealth.com

Investor Information Schedule

This Investor Information Schedule is referred to in, and forms part of, the Subscription Agreement of the Investor executing this schedule in connection with the Funds.

All defined terms not defined in this Investor Information Schedule are defined in the Subscription Agreement.

PART 1 ACCOUNT INFORMATION

Crystal Wealth Account number: Dealer Cross Reference Account Number:
New Account Existing Account Individual Joint Account Corporate account Trust Account

PART 2 INVESTOR INFORMATION

Mr. Mrs. Miss Ms. Dr. Company (attach Corporate Resolution)
Legal Name (Surname, first name or corporate name) Birthdate (YYYYMMDD) SIN or Business Number
Street Address Apt.
City Province / Territory Postal Code
Residence Phone Number Business Phone Number
If a joint account, each investor must invest the minimum. For trust accounts, attach a list of beneficiaries.

PART 3 NOMINEE REGISTRATION INFORMATION

(If there are no instructions below, the Units will be registered in the name of the Subscriber as set out above.)

Name Account Reference
Address

PART 4 DEALER INFORMATION

Dealer Code Dealer Name
Rep Code Representative Name

PART 5 SUBSCRIPTION INFORMATION

AAG Fund Code Fund Name Amount: \$Cdn Sales Charge %
AAG Fund Code Fund Name Amount: \$Cdn Sales Charge %
AAG Fund Code Fund Name Amount: \$Cdn Sales Charge %

PART 6

ACKNOWLEDGEMENT AND SIGNATURE

<input type="checkbox"/>	Accredited Investor	As part of the Subscription Agreement of the Investor, the Investor covenants, represents and warrants to the Funds and Crystal Wealth that the Investor is an "Accredited Investor" as defined in applicable securities legislation. The Investor must complete and sign the Accredited Investor Schedule that accompanies this Subscription Agreement and forward it to Crystal Wealth. If the Investor is an individual, the Investor has signed the Risk Acknowledgement Form.
<input type="checkbox"/>	Investor Purchasing Under the Minimum Amount (\$150,000) Exemption	The Investor is investing at least the minimum amount required under the applicable securities legislation for the Investor's jurisdiction of residence as set out in Section 3 of this Subscription Agreement. The Investor is not an individual.

The Investor acknowledges that it has read and agrees to all terms and conditions attached to this Subscription Agreement and the offering memorandum and hereby offers to purchase the units indicated above.

Dated this _____ day of _____, 20_____.

For Individual Investors Note: All account holders must sign this Subscription Agreement.

Signature of Witness

Signature of Investor

Name of Witness

Signature of Joint Investor

For Corporate Investors Attach Corporate Resolution.

Name of Corporation

By: _____
Signature

Name and Title of Authorized Officer (please print)

PART 7

ACCEPTANCE

The foregoing offer is confirmed and accepted by Crystal Wealth Management System Limited on behalf of the Funds as to the Units subscribed for herein on this day:

_____ day of _____, 20_____.

By: _____ Title: _____

Terms and Conditions

Reference is made to the most recent offering memorandum (the “**Offering Memorandum**”) of the fund (the “**Fund**”) identified on the Investor Information Schedule to this Subscription Agreement (“**Investor Information Schedule**”) prepared in connection with the offering of units of the Fund (the “**units**”) to investors resident in each of the provinces and territories of Canada (the “**offering jurisdictions**”) pursuant to certain prospectus exemptions. All capitalized terms used but not defined in these Terms and Conditions have the meaning ascribed to them in the Offering Memorandum, unless the context requires otherwise.

1. *Offer to Purchase:* The subscriber, who is the person whose name is set out in the Investor Information Schedule, Part 2 – “**Investor Information**” (the “**Investor**”, who includes any person on whose behalf the subscriber may hold units), hereby irrevocably offers to subscribe for and to purchase units of the Fund for the aggregate purchase price (inclusive of any applicable commissions) set out in the Investor Information Schedule. The Investor has specified in the Investor Information Schedule the applicable rate of commission payable to the Investor’s registered dealer (the “**Dealer**”). The Fund’s acceptance of this offer, as evidenced by the signature of an officer of Crystal Wealth on the Investor Information Schedule, will constitute an irrevocable agreement between the Investor and the Fund for the Investor to purchase from the Fund, and for the Fund to issue and sell to the Investor, the units. This agreement of purchase and sale shall become irrevocable on the part of both the Investor and the applicable fund after midnight on the second business day after the execution of this Subscription Agreement by the Investor unless the Investor shall have delivered to Crystal Wealth prior to such time a notice of cancellation of the purchase.
2. *Price of Units:* The units will be issued at a price equal to the net asset value per unit for the applicable class or series of unit subscribed for. The net asset value will be determined in accordance with the Offering Memorandum of the applicable Fund on the valuation day next following the acceptance of this application by Crystal Wealth on behalf of the Fund or, if accepted prior to 4:00 p.m. (Eastern time) (or such earlier time as The Toronto Stock Exchange may close) on a valuation day, on that valuation day.
3. *\$150,000 Minimum Amount Investment:* Investors who are purchasing under the minimum amount investment exemption set out in section 2.10 of National Instrument 45-106 (“**NI 45-106**”) must purchase units in a Fund with a purchase price of at least \$150,000, to be paid in cash on settlement of the subscription. The minimum amount exemption is not available to individual investors
4. *Covenants, Representations and Warranties of the Investor:* The Investor covenants, represents and warrants to the Fund and to Crystal Wealth that:
 - (a) the Investor’s decision to execute and enter into this Subscription Agreement and to purchase the units in the amount set out above has not been based upon any verbal or written representation as to fact or otherwise, other than as set out in the Offering Memorandum, made or purported to be made by or on behalf of the Fund, Crystal Wealth or any other person;
 - (b) this Subscription Agreement will, on the date of issue of the units, have been duly executed and delivered by and on the Investor’s behalf and be legally binding upon the Investor and enforceable in accordance with its terms, subject to the following qualifications as to enforceability:

- (i) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforcement of creditors' rights; and
 - (ii) an order of specific performance and an injunction are discretionary remedies and, in particular, are not available when damages are considered an adequate remedy;
- (c) the Investor is resident in the province or territory set out in the Investor Information Schedule and is not resident in any other jurisdiction for tax purposes;
- (d) if an individual, the Investor has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (e) the Investor will execute and deliver all documentation as may be required by applicable Canadian securities legislation, instrument, policy, rule or order or by any securities commission or other regulatory authority with respect to the issue of the units;
- (f) if the Investor ceases to be a resident of Canada for tax purposes, the Investor shall notify Crystal Wealth as soon as possible and, in any event, before becoming a non-resident, and the Investor shall redeem all units of the Fund immediately prior to becoming a non-resident. If the Investor fails to redeem units immediately prior to becoming a non-resident, Crystal Wealth may, at its discretion, redeem the Investor's Fund units on the Investor's behalf;
- (g) the Investor shall not knowingly transfer units in whole or in part in a manner that does not conform to these representations and warranties;
- (h) the Investor is purchasing as principal for the Investor's own account and not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the units;
- (i) if not an individual, the Investor was not created or used solely to purchase or hold securities either as an accredited investor or in reliance on any other exemption from the prospectus requirement found in NI 45-106:
- (j) if the Investor is relying on the accredited investor exemption in NI 45-106:
 - (i) the Investor has completed, executed and delivered to Crystal Wealth, on behalf of the Fund, concurrently with the execution of this Subscription Agreement, Schedule A that forms part of this Subscription Agreement representing which category of accredited investor the Investor falls within, and the Investor acknowledges that Schedule A and the representation as to accredited investor status are part of this Subscription Agreement;
 - (ii) the Investor will not make any additional investment in the Fund unless the Investor continues to fall within the category of accredited investor indicated on the Investor's most recently completed and delivered Subscription Agreement or the Investor completes and delivers to Crystal Wealth, on behalf of the Fund, a new Subscription Agreement, including a new Schedule A;
 - (iii) if the Investor is an individual, the investor has completed, executed and delivered to Crystal Wealth, on behalf of the fund, concurrently with the execution of this Subscription Agreement, the Risk Acknowledgement form on Schedule C;
- (k) if the Investor is relying on the minimum amount investment exemption in NI 45-106:

- (i) the Investor is purchasing a sufficient number of units so that the acquisition cost to the Investor is not less than \$150,000; and
- (ii) the Investor will not make any additional investment in the Fund unless the Investor initially acquired units of the Fund as principal for an acquisition cost of not less than \$150,000, the additional units will be the same class or series of units of the Fund as the initial units that the Investor acquired and at the date of the purchase of the additional units, the Investor will hold units of the Fund that have either an acquisition cost of not less than \$150,000 or a market value of not less than \$150,000;

5. *Acknowledgements of the Investor:* The Investor acknowledges and agrees that:

- (a) it has received and reviewed the Offering Memorandum;
- (b) the representations and warranties contained in this Subscription Agreement are, and will be on the date of issue of units, true and correct and will survive the completion of the issuance of the units;
- (c) the representations, warranties and covenants contained in this Subscription Agreement are made by the Investor with the intent that they be relied upon by the Fund and Crystal Wealth in determining the Investor's eligibility as a purchaser of units and the Investor hereby agrees to indemnify each of the Fund and Crystal Wealth against all losses, claims, costs, expenses and damages or liabilities of any kind whatsoever, including, without restriction, taxes, interest and penalties, which any of them may suffer or incur, caused or arising from reliance thereon and the Investor undertakes to notify each of the Fund and Crystal Wealth immediately, c/o IFDS at 30 Adelaide St E., Suite 1, Toronto, ON M5C 3G9, of any change in the accuracy of any representation, warranty or other information;
- (d) if the Investor makes additional investments in the same Fund, such investments must be made in accordance with the provisions of the Offering Memorandum and securities laws in their province or territory of residence and, in making any additional investments in the same Fund, the Investor is not required to sign an additional Subscription Agreement, but it is deemed to have repeated to the applicable Fund the covenants and representations contained in the original Subscription Agreement, and to have represented to the applicable Fund that it is qualified to make the additional investment on the same basis as that set out in the original Subscription Agreement;
- (e) participation in the Fund is subject to acceptance of this Subscription Agreement by Crystal Wealth on behalf of the Fund and to the cheques or bank drafts representing payment of the purchase price being honoured upon presentation for payment or other form of payment being properly made and received;
- (f) it is purchasing units pursuant to an exemption from the prospectus requirements under applicable securities legislation and that, as a consequence, it is restricted from using most of the civil remedies available under such legislation, it may not receive information that would otherwise be required to be provided to it under such legislation, and the Fund is relieved from certain obligations that would otherwise apply under such legislation.

6. *Time and Place of Payment:* Investors should complete, execute and deliver this Subscription Agreement, including the Investor Information Schedule and, if applicable, Accredited Investor

Certificate (Schedule A) and Risk Acknowledgement Form (Schedule C) and any other required forms to their Dealer, together with a cheque, bank draft or other form of payment in an amount equal to the purchase price (together with, where applicable, the amount of any commission payable to the Dealer). The Dealer will then arrange for payment and this Subscription Agreement, and any other required forms, to be forwarded to Crystal Wealth. All Subscriptions will be subject to acceptance or rejection by Crystal Wealth on behalf of the Fund. In certain limited circumstances, Crystal Wealth may accept a completed Subscription Agreement and payment of the purchase price directly, without the intervention of a Dealer.

7. *Power of Attorney:* The Investor hereby appoints Crystal Wealth as the Investor's attorney to do all such acts as may be required to effect a redemption of units owned by the Investor for the purposes of paying any management fee or investment advisory fee and for any other purpose set out in the Fund's declaration of trust and/or Offering Memorandum. This power of attorney in favour of Crystal Wealth is a power coupled with an interest and is irrevocable by the Investor.

8. *Anti-Money Laundering Laws:* In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, if an individual Investor does not deliver a certified cheque from a financial entity drawn on an account in the name of such Investor, the Investor must attach a void cheque from a financial entity for an account in the name of the Investor. For these purposes, a financial entity means a bank, credit union, caisse populaire, a trust and loan company or an agent of the Crown that accepts deposit liabilities. Investors that are corporations, limited partnerships or similar entities, must deliver a completed certificate substantially in the form of Schedule "B" and attach copies of the articles of incorporation, by-laws or other constating documents, as applicable. Crystal Wealth, in its sole discretion, may waive such requirements where it has reasonable grounds to believe that applicable anti-money laundering, laws and regulations have been complied with in respect of such subscription.

9. *Notice and Authorization of Collection and Use of Personal Information:*
 - (a) The Investor is hereby given notice that, as a purchaser of units of the Fund pursuant to an exemption from the prospectus requirements under National Instrument 45-106;
 - (i) personal information about the Investor, which may include his or her full name, residential address and telephone number, as well as details about the purchase of units of the Fund, including the number and type of units purchased, the total purchase price, the exemption relied on and the date of the distribution or purchase, is required to be delivered by or on behalf of the Fund to the Investor's local securities regulatory authority;
 - (ii) if applicable, this information is being collected by the Investor's local securities regulatory authority under the authority granted to it in applicable securities legislation and is being collected for the purposes of the administration and enforcement of the securities legislation in the Investor's province or territory of residence; and
 - (iii) any questions regarding the indirect collection of this information by the local securities regulatory authorities may be directed to the Investors local securities regulatory authority. Ontario Investors can contact Administrative Support by phone at (416) 593-3684, by mail at Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8,

or by fax at (416) 593-8122. Investors resident in other provinces or territories should similarly contact their local securities regulatory authority if they have any questions about this indirect collection of information;

- (b) the Investor hereby authorizes the indirect collection of information referred to in this paragraph 9 by the Investor's local securities regulatory authority;
 - (c) In addition to the above, the Investor also consents to Crystal Wealth's collection of the personal information relating to the Investor contained in this Subscription Agreement or gathered in connection with the Investor's investment in the Funds. The Investor acknowledges that such personal information will be used by Crystal Wealth and its affiliates in order to administer and manage the Funds and the Investor's investment in the Funds, and may be disclosed to third parties that provide administrative and other services in respect of the Funds and to government agencies where it is permitted or required by law, including any applicable anti-money laundering legislation or similar laws;
 - (d) If such personal information is disclosed by Crystal Wealth to third parties for a purpose other than those set out above, Crystal Wealth shall notify the Investor of the purpose for which such personal information will be used. If the Investor wishes that such personal information not be used or disclosed to third parties for such other purpose other, the Investor can opt-out by way of a written notice to Crystal Wealth of the Funds.
10. *Statutory or Contractual Rights of Action:* Pursuant to the securities legislation of the offering jurisdictions in which the Investor resides, the Investor is granted a statutory or contractual right of action for rescission or damages if the Offering Memorandum and any amendment to it contains a misrepresentation. These rights are described in the Offering Memorandum.
11. *Two-Day Cancellation Right:* Investors may cancel their agreement to purchase units of the Fund. To do so, an Investor must send a notice to Crystal Wealth by midnight on the 2nd business day after the Investor signs the Investor Information Schedule.
12. *Governing Law:* The agreement resulting from Crystal Wealth's acceptance of this Subscription Agreement on behalf of the Fund will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
13. *Time of the Essence:* Time is of the essence of this Subscription Agreement.
14. *Language:* It is the express wish of the Investor that this Subscription Agreement, the Offering Memorandum, as amended, and any related documentation be drawn up in English. Il est de la volonté expresse de l'investisseur que la présente Offre de Souscription, la Notice d'Offre et tous les documents s'y rattachant soient rédigés en anglais.



CRYSTAL WEALTH

SCHEDULE A

ACCREDITED INVESTOR CERTIFICATE

This Accredited Investor Certificate forms part of the Subscription Agreement of the Investor named in the accompanying Investor Information Schedule. All defined terms not defined in this Accredited Investor Certificate have the meanings ascribed to such terms elsewhere in the Subscription Agreement.

The Investor hereby certifies to the Funds and Crystal Wealth that the Investor is an accredited investor in the offering jurisdictions, because the Investor is:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- ____ (a) a Canadian Financial Institution, or a Schedule III bank,
- ____ (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada),
- ____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- ____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- ____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- ____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador),
- ____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
- ____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- ____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- ____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,
- ____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1 000 000,
- ____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 000 000,

- ____ (k) an individual whose net income before taxes exceeded \$200 000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- ____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
- ____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5 000 000 as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,
- ____ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],
- ____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- ____ (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a province or territory of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- ____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,
- ____ (r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- ____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- ____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- ____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- ____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- ____ (w) a trust established by an accredited investor for the benefit of his or her family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse or a parent, grandparent, brother, sister, child or grandchild of that accredited investor or of that accredited investor's spouse

Related Definitions:

"**bank**" means a bank named in Schedule I or II of the *Bank Act* (Canada);

"**Canadian financial institution**" means:

- (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

"**company**" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

"**director**" means

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

"**eligibility adviser**" means

- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

"**executive officer**" means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (iii) performing a policy-making function in respect of the issuer;

"**financial assets**" means

- (i) cash,
- (ii) securities, or
- (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"financial statements" includes interim financial reports;

"founder" means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;

"fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

"investment fund" has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

"person" includes

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

"related liabilities" means

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ii) liabilities that are secured by financial assets;

"Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

"spouse" means, an individual who,

- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

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Signature of Investor

The Investor acknowledges that he, she or it has read and understood the meaning of “accredited investor” in the Investor’s province of residence and the Investor covenants that he, she or it has accurately indicated which category of accredited investor the Investor falls within in the Investor’s province of residence.

Dated this ____ day of _____, 20__.

Signature of Witness

Signature of Investor

Name of Witness

Signature of Joint Investor
(if applicable)

For Corporate Investors:

Name of Corporation

By: Signature

Name and Title of Authorized Officer
(please print)

SCHEDULE B

[INSERT NAME OF CORPORATION OR OTHER ENTITY ABOVE]

CERTIFICATE

TO: Crystal Wealth Management System Limited

AND TO: _____ **[Name of Dealer]**

RE: Subscription for the Units of Crystal Wealth Funds

I, _____ **[Name]**, _____ **[Title]**, of _____ **[Name of Entity]** (the "Entity"), do hereby certify for and on behalf of the Corporation, but without personal liability, to the best of my knowledge, as follows:

1. I am the _____ **[Title]** of the Entity, and as such have knowledge of the matters certified to herein and have the power to bind the Entity;
2. the primary business of the Entity is: _____;
3. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its constating certificate or declaration or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
4. the Entity has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate, declaration or existence;
5. attached to this certificate are true copies of the articles of incorporation and by-laws, declaration of trust, partnership agreement and/or other constating documents of the Entity (plus, in the case of a corporation, a certificate of corporate status or other record that confirms the corporation's existence, for example, a record that has to be filed annually under provincial securities legislation, the corporation's published annual report signed by an independent audit firm, a letter or a notice of assessment for a corporation from a municipal, provincial, territorial or federal government received within the past twelve (12) months);
6. (a) the Entity is in compliance with all anti-money laundering laws and regulations where applicable and, if legally required to maintain anti-money laundering policies ("AML Policies") does so as required; (b) the Entity's AML Policies, if applicable, have been approved by legal counsel or internal compliance personnel reasonably informed concerning anti-money laundering issues; and (c) the Entity has not received a deficiency letter, negative report or any similar determination regarding its compliance with any applicable anti-money laundering laws and regulations and, if applicable, its AML Policies, from a person responsible for reviewing or auditing compliance therewith or from a regulator;
7. the names of the current directors of the Entity are listed below: *[attach separate sheet if necessary]*

Name

SCHEDULE C

RISK ACKNOWLEDGEMENT FORM FOR INDIVIDUAL ACCREDITED INVESTORS

TO: Crystal Wealth Management System Limited

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION I. TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER:	
1. About your investment	
Type of securities: <i>[Instruction: Include a short description, e.g., common shares.]</i> Investment fund units	Issuer: <p style="text-align: center;">Crystal Wealth Fund Indicated on the attached Investor Information Schedule</p>
Purchased from: <i>[Instruction: Indicate whether securities are purchased from the issuer or a selling security holder.]</i> Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss - You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i> If you are considering making periodic purchases, you could also lose your entire investment of \$ ____ per periodic purchase.	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> ● Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	

<ul style="list-style-type: none"> ● Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 		
<ul style="list-style-type: none"> ● Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 		
<ul style="list-style-type: none"> ● Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 		
4. Your name and signature		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.		
First and last name (please print):		
Signature:		Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON		
5. Salesperson information		
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>		
First and last name of salesperson (please print):		
Telephone:		Email:
Name of firm (if registered):		
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER		
6. For more information about this investment		
<p><i>Crystal Wealth Management System Limited c/o IFDS 30 Adelaide Street East, Suite 1 Toronto ON M5C 3G9 Tel: 1-888-483-0242 info@crystalwealth.com</i></p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>		
Form Instructions:		
<ol style="list-style-type: none"> 1. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form. 2. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution. 		

