

This is revised Schedule "X" to the Uniform Type 3 Introducer/Carrier Broker Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made between [Name of T3CB] and [Name of T3IB] ("Agreement") in accordance with the Investment Dealer and Partially Consolidated (IDPC) Rule 2400 of the Canadian Investment Regulatory Organization ("CIRO"). On execution and delivery of this instrument the Agreement shall be amended by the deletion of existing Schedule "X" in its entirety and replacement by Schedule "X" in the following terms, subject to compliance with the provisions of IDPC Rule 2400 and the requirements of CIRO relating to such Rule or the parties.

## SCHEDULE "X"

### PART XVIII AND PART XIX REPORTING

#### 1. Definitions

In this Schedule, unless the context otherwise requires, the following terms shall have the following meanings:

1.1 "GIIN" means the Global Intermediary Identification Number issued to a financial institution upon registration on the Internal Revenue Service's Foreign Account Tax Compliance Act ("FATCA") registration portal.

1.2 "Part XVIII" means Part XVIII of the *Income Tax Act (Canada)* implementing the enhanced tax information exchange contemplated by the the Agreement between the Government of the United States and the Government of Canada to Improve International Tax Compliance through Enhanced Exchange of Information under the Convention Between the United States of America and Canada with Respect to Taxes on Income and on Capital (the "Intergovernmental Agreement" or "IGA"), and includes all guidance and other information issued by the Canada Revenue Agency in connection therewith.

1.3 "Part XIX" means Part XIX of the *Income Tax Act (Canada)* implementing the Common Reporting Standard set in the Standard for Automatic Exchange of Financial Account Information in Tax Matters approved by the Council of the Organisation for Economic Co-operation and Development (the "Standard" or "CRS"), and includes all guidance and other information issued by the Canada Revenue Agency in connection therewith.

1.4 "Reportable Account" means a financial account that is to be treated as a U.S. reportable account or an account held by a nonparticipating financial institution under Part XVIII, a reportable account under Part XIX, or another classification of

account or account held by another classification of client that is the subject of reporting requirements under Part XVIII or Part XIX.

## **2. Representations/Obligations of the T3IB**

2.1 The T3IB represents that it is a Canadian financial institution as defined under Part XVIII and Part XIX, in good standing, and will provide confirmation of its status(es) for purposes of Part XVIII and Part XIX, including its GIIN where relevant, and will immediately notify the T3CB of any changes to its status(es). For greater certainty, T3IB will provide such information about itself and its clients as may be required from time to time by T3CB to satisfy the obligations under Part XVIII and Part XIX, particularly if T3IB treats itself as a “Financial Institution with a Local Client Base” or other type of non-reporting Canadian financial institution for the purposes of Part XVIII.

2.2 The T3IB will establish, maintain, document and undertake (and will continue to maintain, document and undertake) the due diligence procedures set out in Part XVIII and Part XIX to identify the account status of Clients as Reportable Accounts and provide such statuses to the T3CB in a timely manner.

## **3. Representations/Obligations of the T3CB**

3.1 The T3CB represents that it is a reporting Canadian financial institution as that term is defined under Part XVIII and Part XIX, in good standing, and will provide confirmation of its status for purposes of Part XVIII and Part XIX to the T3IB, including GIIN where relevant, and immediately notify T3IB of any changes to that status.

3.2 Relying solely on the account status information provided by the T3IB under section 2.2 of this Schedule, the T3CB agrees to carry out reporting as required by Part XVIII and Part XIX on behalf of the T3IB with respect to accounts held by the T3IB’s Clients only if it receives all requisite information from the T3IB, including information identifying the accounts as Reportable Accounts, and has not received notice from the T3IB in accordance with section 3.3. For greater certainty, the T3IB acknowledges that the T3CB may, at its sole discretion, treat any account for which the T3IB has not provided a status within a timely manner as a Reportable Account.

3.3 A T3IB that wishes to undertake reporting with respect to accounts held by the T3IB’s clients as required by Part XVIII or Part XIX may do so by providing written notice of its intent to the T3CB on or before November 1 of the first calendar year to which its undertaking applies. The T3IB’s notice of intent will continue to apply for each subsequent calendar year until the T3IB provides notice to the T3CB

terminating its undertaking, which termination notice must be provided on or before November 1 of the year to which the termination applies.

#### **4. Indemnification**

4.1 Notwithstanding section 6.10 of this Agreement, the T3IB remains responsible for compliance with requirements set out in Part XVIII and Part XIX with respect to its accounts. Furthermore, the T3IB agrees to indemnify and hold harmless the T3CB from and against any claims, damages, liabilities, losses or expenses (including reasonable attorney's fees and expenses) to which the T3CB may become subject to (collectively, "Claims") and which are caused by or arise directly or indirectly by reason of (i) errors made by the T3IB in identifying that Client account(s) is/are not a Reportable Account(s); and (ii) omissions made by the T3IB in failing to inform the T3CB whether any of the Client account(s) is/are Reportable Account(s). However, for greater certainty, the T3IB will not be liable for any losses resulting from the failures or errors made by a T3CB, who has accepted, in writing, this Agreement with respect to failure to report Reportable Accounts to CRA, provided the T3IB has complied with its obligations as required by this Schedule.

EXECUTED and delivered the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**[Name of T3CB]**

By: \_\_\_\_\_  
Authorized signatory

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**[Name of T3IB]**

By: \_\_\_\_\_  
Authorized signatory