

This is revised Schedule "X" to the Uniform Type 4 Introducer/Carrier Broker Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made between [Name of T4CB] and [Name of T4IB] ("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 T4IB**

2.1 The T4IB 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 T4CB of any changes to its status(es). For greater certainty, T4IB will provide such information about itself and its clients as may be required from time to time by T4CB to satisfy the obligations under Part XVIII and Part XIX, particularly if T4IB 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 T4IB 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 T4CB in a timely manner.

## **3. Representations/Obligations of the T4CB**

3.1 The T4CB 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 T4IB, including GIIN where relevant, and immediately notify T4IB of any changes to that status.

3.2 Relying solely on the account status information provided by the T4IB under section 2.2 of this Schedule, the T4CB agrees to carry out reporting as required by Part XVIII and Part XIX on behalf of the T4IB with respect to accounts held by the T4IB’s Clients only if it receives all requisite information from the T4IB, including information identifying the accounts as Reportable Accounts, and has not received notice from the T4IB in accordance with section 3.3. For greater certainty, the T4IB acknowledges that the T4CB may, at its sole discretion, treat any account for which the T4IB has not provided a status within a timely manner as a Reportable Account.

3.3 A T4IB that wishes to undertake reporting with respect to accounts held by the T4IB’s clients as required by Part XVIII or Part XIX may do so by providing written notice of its intent to the T4CB on or before November 1 of the first calendar year to which its undertaking applies. The T4IB’s notice of intent will continue to apply for each subsequent calendar year until the T4IB provides notice to the T4CB

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 T4IB remains responsible for compliance with requirements set out in Part XVIII and Part XIX with respect to its accounts. Furthermore, the T4IB agrees to indemnify and hold harmless the T4CB from and against any claims, damages, liabilities, losses or expenses (including reasonable attorney's fees and expenses) to which the T4CB may become subject to (collectively, "Claims") and which are caused by or arise directly or indirectly by reason of (i) errors made by the T4IB in identifying that Client account(s) is/are not a Reportable Account(s); and (ii) omissions made by the T4IB in failing to inform the T4CB whether any of the Client account(s) is/are Reportable Account(s). However, for greater certainty, the T4IB will not be liable for any losses resulting from the failures or errors made by a T4CB, who has accepted, in writing, this Agreement with respect to failure to report Reportable Accounts to CRA, provided the T4IB has complied with its obligations as required by this Schedule.

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

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**[Name of T4CB]**

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

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**[Name of T4IB]**

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