

### I. Establishment

BenefAction Foundation, a registered charitable Public Foundation (hereinafter “BenefAction”), hereby agrees to establish the \_\_\_\_\_ Fund (“the Fund”) per the terms of this agreement.

The name of this fund will appear on your reports and in the correspondence sent to your recommended charities unless you instruct otherwise. BenefAction is responsible for the administration of the Fund and your contribution to the Fund will be invested by BenefAction. Please consult your tax advisor to find out which strategies suit your tax situation.

### II. Purpose of the Donation

The property used to establish the Fund should be apportioned as follows (*identify the charities the donor wishes to support*):

- Grant Recommendation below**     
  **Recommendation Instructions Attached**     
  **BenefAction to be notified later in writing**

	CRA Registration #		Gift Amount / %	
Charity 1		\$	<i>or</i>	%
Charity 2		\$	<i>or</i>	%
Charity 3		\$	<i>or</i>	%
<b>Total:</b>		\$		%

I/We acknowledge that while the selected charities are currently registered as charities with the Charities Directorate of the Canada Revenue Agency and they are considered qualified donees under the *Income Tax Act* (Canada) and therefore eligible for a grant from BenefAction Foundation; in the event that any one or more of such selected charities either ceases to operate or loses its status as a qualified donee then the Board of Directors of the BenefAction Foundation may in their discretion distribute the amount mandated by the then current granting policy of the BenefAction Foundation to such other qualified donees providing services or conducting activities which are similar to my selected charity. I/We also acknowledge that these recommendations are only recommendations and they are subject to approval by the Board of Directors of BenefAction. In the event that I do not provide any grant recommendations or the recommendations are not sufficient after being contacted by the BenefAction Foundation then the BenefAction Foundation shall disburse the funds required according to the aforesaid granting policy. I hereby confirm that I, my family and those not at arms-length from me, will not receive any benefit or advantage from any of grants that I am recommending. As well none of the grants are to fulfill a legally binding pledge agreement.

### III. The Donor(s) and Successor(s)

<b>Donor 1†</b>	Title ( <i>Mr., Mrs., Miss, Ms., Dr., Corporation</i> )	Full Name ( <i>including initials</i> )		
Street Address	City	Province	Postal Code	
Telephone Number	Email Address	Citizenship	Social Insurance Number	
Date of Birth ( <i>mm/dd/yyyy</i> )	Residency ( <i>if different than mailing</i> )			
<b>Donor 2</b>	Title ( <i>Mr., Mrs., Miss, Ms., Dr., Corporation</i> )	Full Name ( <i>including initials</i> )		
Street Address	City	Province	Postal Code	
Telephone Number	Email Address	Citizenship	Social Insurance Number	
Date of Birth ( <i>mm/dd/yyyy</i> )	Residency ( <i>if different than mailing</i> )	Relationship to Donor		

† Donor 1 will be the recipient of the donation receipt unless BenefAction receives other instructions. Either Donor 1 or Donor 2 may provide written recommendations as to the use of the Fund to BenefAction at any time.

(continued)

**III. The Donor(s) and Successor(s) (continued)**

<b>Successor 1</b>		Title (Mr., Mrs., Miss, Ms., Dr., Corporation*)		Full Name (including initials)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (mm/dd/yyyy)	Residency (if different than mailing)				Relationship to Donor
<b>Successor 2</b>		Title (Mr., Mrs., Miss, Ms., Dr., Corporation*)		Full Name (including initials)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (mm/dd/yyyy)	Residency (if different than mailing)				Relationship to Donor

**Please provide a photocopy of a valid Passport or Driver's License for signature verification** for each donor and successor unless the individual is verified by the Investment Advisor (see *Direction and Acknowledgement*).

\*If a business, provide photocopy of Corporate Resolution and Articles of Incorporation and your Business Number.

**Additional Successor Information**

- Named successors will share equal responsibility for the fund
- Assets of the original fund will be split among the successors own Fund
- I appoint the Directors of BenefAction Foundation as successors to the Fund

I/We acknowledge that the named successors to this agreement will have the rights and entitlements of a Donor upon succession.

**IV. Administration Fees**

Subject to Section X, the principal of the Fund shall be retained, administered and managed by BenefAction or its agents. The distributed income shall be used for the purpose described herein. BenefAction will receive an initial fee of up to 2% on donations to the Fund. Accounts over \$500,000 are subject to reduced initial fees. Thereafter an ongoing annual fee of 0.50% on the first million and 0.35% on the remainder applies. Annual fees are based on the market value of the assets. A minimum annual fee of \$125 applies. Fees are for administrative services on behalf of the Fund including the issuance of tax receipts, ongoing disbursements and reporting, and ongoing fiduciary responsibility. These fees do not include investment advisory or management fees payable by BenefAction to the Investment Firm.

**V. Your Privacy**

BenefAction may use my information to process gifts, administer delivery of charitable services, establish, maintain and manage our relationship, including set up and management of the Fund and maintenance of an accurate record of my involvement; provide information regarding the operations of the Fund and offer further opportunities to give; verify my identity and protect against fraud; satisfy regulatory obligations and other legal requirements; and to create statistics about our operations and understand the current and future needs and preferences of Donors.

In administering the charitable services of BenefAction, we may provide your personal information to other persons: where the other parties are grant recipients and you have consented below to be recognized; where the other parties are our third party service providers, suppliers or agents who assist us in providing our services; and where we are required or permitted to do so by law.

All grants made to charities from BenefAction are accompanied by a letter indicating the gifts were made from the individual Fund with BenefAction. These grants may be disbursed with anonymity or with full disclosure of the donor's name and address in the letter. Please indicate your preference.

- I/We prefer to be anonymous
- I/We prefer to be identified personally to the recipient charity(s)
- I/We prefer that the name of the Fund only be identified to the recipient charity(s)

**VI. Funding**

I/We the donor would like to donate the sum of: \$

I/We the donor recommend that the assets from my donation be used as follows:  
 100% of the above donation will be allocated as a Restricted Fund as defined by the Canada Revenue Agency. The Fund is tied to the specific charitable use as outlined in this Donor Agreement.

I/We understand that all gifts are irrevocable and must adhere to BenefAction's Gift Acceptance Policy which is available on [www.BenefAction.ca](http://www.BenefAction.ca), that a minimum donation of \$25,000 applies and that such amount must be maintained over time. Should I/We recommend a grant(s) that would reduce the Fund below the \$25,000 threshold, BenefAction at its sole discretion may distribute 100% of the Fund to the charities of the Donor's choice (net of any fees payable to BenefAction) and close the Fund.

I/We the donor shall fund this gift as follows (complete all applicable funding methods):

**Donation of Cash**

I/We hereby donate the following cash amount to BenefAction: \$

by cheque payable to **BenefAction Foundation**  by transfer from my account (*see details below*):

Bank	Branch Code	Account Number
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Donation of Securities**

I/We hereby authorize the transfer of securities<sup>†</sup> from my account to the following account for BenefAction, for a total estimated value<sup>†</sup> of: \$

Name of Delivering Institution	Account Name ( <i>Donor's Account</i> )	Account Number
Name of Receiving Institution	Account Name	Account Number
MACKIE RESEARCH CAPITAL CORP	BENEFACTION FOUNDATION	21B2C1E (CDN) / 21B2C1F (USD)

<b>Security 1</b> ( <i>Description</i> )	Number of Units	Estimated Value
		\$
<b>Security 2</b> ( <i>Description</i> )	Number of Units	Estimated Value
		\$

List attached (*if your list of securities requires more space, please provide on a separate instruction page*).

<sup>†</sup> Donation receipt will be issued for fair market value received by BenefAction.

**Other Gifts**

- Gift of life insurance policy. *See addendum Deed of Life Insurance Policy.*
- Gift of private company shares. *See addendum Deed of Canadian Controlled Private Corporation shares.*
- A bequest. *See attached bequest wording.*

**VII. Disbursements**

Grants may be recommended at any time throughout the year. Donors may select the annual payout timing and determine how much to allocate; however, a minimum allocation of 3.5% of the average value of the Fund is required. All grants require approval of BenefAction's Board of Directors. The minimum grant to any registered charity is \$1,000, or 3.5% of the average value of the Fund if lower. Donors should provide recommendations to BenefAction in this Donor Agreement or by completing a Grant Recommendation form, or in writing, by hand or electronic instructions. Approved grant recommendations will be processed within 10 business days of receipt of the funds into a BenefAction bank account.

**VIII. Amendment**

This agreement may be amended by the mutual consent of BenefAction and the donor. If changed circumstances should at some future time make it impractical to continue using the income from this endowment for the designated purpose, and the donor(s)/successor(s) either is(are) not living or not able to consent to an amendment, the Charity may redesignate the purpose of the endowment income, providing that the Fund shall continue to bear the name(s) of the donor and the amended terms shall adhere as closely as possible to the donor(s)' original intent for this fund.

**IX. Investment Management**

I/We understand that the Board of Directors of BenefAction has the fiduciary obligation of managing the assets in the Fund. I/We understand that BenefAction has the sole and final authority to select the investment managers, monitor their performance and change the asset allocation and investment management mandates as necessary and in compliance with all applicable laws.

Notwithstanding the above, where possible I/We would like our investment manager and/or advisor considered in the management of this account. I/We understand that our advisor may be compensated by the investment manager from the investment management fees based on the market value of the assets in the Fund.

Investment Firm		Dealer Code Number
Advisor Name	Branch Number	Rep Code Number
Advisor Telephone Number	Advisor Email	

**X. Direction and Acknowledgement**

I/We understand that any **donation represents an irrevocable gift to BenefAction Foundation**, a registered charity, and is not refundable to me for any reason. I/We acknowledge that up to 100% of this donation shall be deemed to be an endowment fund. BenefAction may apply for its charitable purposes such portion of the income, capital gains and original capital of the Fund (whether realized or accrued) as is permitted by this agreement and the *Income Tax Act (Canada)* from time to time.

Donor 1 Name	BenefAction Foundation
Donor 1 Signature (Date mm/dd/yyyy)	
Donor 2 Name	Nicola Elkins, CEO
Donor 2 Signature (Date mm/dd/yyyy)	Date (mm/dd/yyyy)