



Application — B.C. Central Retirement Savings Plan (Central 1 Credit Union Trustee)

GENERAL INFORMATION

Attach contract label here

Credit Union Name/Agency Name		Email		Source of Funds	
Credit Union/Agency Address		Website		<input type="checkbox"/> Current Contribution <input type="checkbox"/> Lump Sum Pension or Deferred Profit Sharing Plan <input type="checkbox"/> RRSP/RRIF Direct Transfer <input type="checkbox"/> Retiring Allowance	
		Phone	Fax		
Account No.	Branch No.	Contract No.		Charter No.	
Applicant Name (last, first, and initial)				SIN	
Address		City and Province		Postal Code	
Gender <input type="radio"/> Male <input type="radio"/> Female	Birthdate	Canadian Resident <input type="radio"/> Yes <input type="radio"/> No	Home Phone	Business Phone	
Spouse Name (last, first, and initial - if Spouse is claiming RRSP tax deduction)				Spouse SIN	

DESIGNATION OF BENEFICIARY

I, the Applicant, designate as the Beneficiary of this B.C. Central Retirement Savings Plan and the person entitled to receive my interest in the Plan on my death, if living at my death, the person named below, otherwise my estate. I reserve the right to revoke this designation.

Beneficiary Name (Last, First, and Initial)	Relationship
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INVESTMENT

<input type="checkbox"/> Credit Union Variable Rate	Deposit Account No.	Amount \$	<input type="checkbox"/> B.C. Central Equity	Deposit Account No.	Amount \$
<input type="checkbox"/> B.C. Central Variable Rate	Deposit Account No.	Amount \$	<input type="checkbox"/> Credit Union Equity Shares	Deposit Account No.	Amount \$

FIXED RATE INVESTMENT

Deposit Amount	Series	Start Date (DD/MM/YYYY)	Maturity Date (DD/MM/YYYY)	Interest Rate	Interest Frequency
Interest <input type="radio"/> Paid to Variable <input type="radio"/> Compounded		On Maturity the proceeds will <input type="radio"/> Transfer to Variable <input type="radio"/> Renew		The above Fixed Rate Investment is <input type="radio"/> Redeemable <input type="radio"/> Non-redeemable	

If the above Fixed Rate Investment is redeemable, interest rates applicable from the start of Fixed Rate Investment OR the last interest posting(s) to withdrawal is/are:

1 TO 29 DAYS	30 TO 59 DAYS	60 TO 89 DAYS	90 TO 179 DAYS	180 TO 269 DAYS	270 TO 364 DAYS	1 TO 2 YEARS	2 TO 3 YEARS	3 TO 4 YEARS	4 TO 5 YEARS
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STEPPED RATE (ESCALATOR) PLAN (On the maturity date, the proceeds of this deposit will transfer to the variable rate plan.)

Deposit Amount	Start Date (MMM/DD/YYYY)	Maturity Date (MMM/DD/YYYY)
Interest rate % per annum: 12 months _____% 24 months _____% 36 months _____% 48 months _____% 60 months _____%		

AGREEMENT

I hereby request membership in the Retirement Savings Plan (the "Plan") and specifically request that the Plan be registered as a Registered Retirement Savings Plan in accordance with the provisions of the *Income Tax Act* (Canada) and that any contributions be invested in investments authorized by the *Income Tax Act* (Canada) and regulations thereto for registered retirement savings plans including a balance standing to the credit of the Plan or the Fund in the records of a Credit Union including the Trustee or in bonds, debentures, notes, or similar obligations issued by a Credit Union, including the Trustee.

I hereby acknowledge and agree that

- a) I am a member of a member of Central 1 Credit Union;
- b) I am fully aware of the terms, conditions, and provisions of the Plan;
- c) any annuity payments or other benefits received by me pursuant to the Plan will be subject to tax under the *Income Tax Act*;
- d) I am solely responsible for the determination of the amount of any contribution that I may make to the Plan in respect of which I may be entitled to claim any deduction for income tax purposes;
- e) forthwith, upon any change occurring in any information or particular given in this Application, I shall notify my Credit Union;
- f) the Declaration of Trust containing the terms, conditions, and provisions of the Plan, receipt and perusal of a copy of which is hereby acknowledged, shall constitute a part of this Application and shall be binding upon me, my successors, administrators, executors and permitted assignees as if the same were fully set out herein.

X

Signature of Applicant (Annuitant) _____ Date _____

DECLARATION OF TRUST

The Trustee accepts the office as Trustee of the Retirement Savings Plan (the "Plan") of the Applicant (the "Annuitant") upon the Terms and Conditions of the Declaration of Trust attached to and forming part of this document.

X

Authorized Signing Officer of Trustee _____ Date _____

CONSENT

I can withdraw any consent I give below for the collection, use, and disclosure of my personal information at any time by contacting the Credit Union, Agent or Agency named above, (the "Credit Union") using the

information on page 1. I may be asked to provide a request in writing. **If I withdraw my consent, the Financial Institution may no longer be able to provide me with a product(s) and/or service(s).**

SOCIAL INSURANCE NUMBER (THE "SIN") FOR ADMINISTRATION PURPOSES CONSENT

- I consent to the Credit Union and Central 1 Credit Union ("Central 1") and their respective agents and representatives collecting, using, and disclosing my SIN to administer the Retirement Savings Plan (the "Plan"); to keep my records with the Credit Union and Central 1 separate from other individuals with the same name; and to identify me.
- I do not consent to the above collection, use, and/or disclosure of my personal information. My refusal to consent may cause a delay in the provision of products or services that I request. My consent is not required where the Credit Union, Central 1, or if applicable, the Employer, collects, uses, and discloses my SIN for the purposes of, and in keeping with, legislative requirements, including tax reporting requirements. The Credit Union will inform me if additional consent is required in relation to the provision of future products or services.

PERSONAL INFORMATION CONSENTS

I consent to the Credit Union and Central 1, as applicable, and their respective agents and representatives collecting, using, and disclosing my personal information as follows:

- a) to obtain, verify, and maintain records of my identity, employment, residence, credit (excluding a full personal credit report), and other personal information about me, in accordance with the Credit Union's and Central 1's requirements to manage risk arising from their operations or as otherwise required by law, including money laundering laws and regulations;
- b) to enable the Credit Union and Central 1, as applicable, to adequately assess, from time to time, the risks associated with
 - i) opening and operating the Plan, including any future registered products, or
 - ii) providing financial products or services requested by me;
- c) to facilitate the collection of debts owing by me, or for which I am financially responsible, to the Credit Union;
- d) to obtain records containing personal information about me from any person or source, from time to time, including other financial institutions, for any of the purposes listed herein, or any purposes as otherwise may be reasonably necessary to provide financial products or services I have requested, or as otherwise may be permitted or required by law;
- e) to protect me, the Credit Union, and Central 1 from error and fraud such as identity theft;
- f) to process this application, to provide and administer the Plan and related products and services, and to ensure my records are kept separate from others with the same name; and
- g) to communicate with beneficiaries for purposes related to the provision of the Plan, where applicable.

I also consent to the Credit Union and Central 1, as applicable, and their respective agents and representatives disclosing my personal information to the following:

- a) suppliers of products and services to me, the Credit Union, or Central 1, including data service providers, securities and investment dealers, cheque printers, and card manufacturers located in other countries, affiliates of the Credit Union or Central 1, provincial or national central credit unions, or trade associations in connection with providing and administering the Plan and related products and services; and
- b) participants in the payment and clearing systems in connection with providing and administering the Plan and related products and services and to other credit unions where required to facilitate the transfer of the Plan.

I understand that if my personal information is disclosed to service providers located in other countries, my personal information may be accessible by law enforcement and national security agencies in that country.

I also consent to the Credit Union communicating with me by Commercial Electronic Message (meaning a message sent by any means of telecommunication, including email, voice, sound, text, or image) for any purposes related to the uses listed in this Personal Information Consent. This consent does not include Commercial Electronic Messages for the purposes of marketing. My consent is not required where the Credit Union communicates with me by Commercial Electronic Message for the purposes of, and in keeping with, legislative requirements. I can withdraw this consent at any time by contacting the Credit Union, using the information on page 1.

I understand that the Credit Union will use personal information relating to the Plan to market to me, including by Commercial Electronic Message, if I have provided a marketing consent to the Credit Union.

Lastly, if I provide personal information to the Credit Union and/or Central 1 relating to a third party, for example a spouse or beneficiary(ies), for purposes related to the provision of the Plan, I confirm that I have first obtained consent from such third party(ies) to provide such personal information to the Credit Union and/or Central 1.

Additional information about the Credit Union's and Central 1's respective privacy policies can be obtained by contacting a representative of the Credit Union.

X

Annuitant Signature

Date

TERMS AND CONDITIONS OF THE DECLARATION OF TRUST

Central 1 Credit Union (the "Trustee") accepts the office of trustee for the Annuitant upon application for a B.C. Central Retirement Savings Plan upon the following terms and conditions.

1. DEFINITIONS

In these terms and conditions

- a) **"Annuitant"** means the Applicant named in the Application for the Plan and if the Applicant so elects, the Spouse of the Applicant after the death of the Applicant;
- b) **"Application"** means the duly executed and signed Application form that is attached to and forms part of the Declaration of Trust;
- c) **"Income Tax Act"** means the *Income Tax Act* (Canada) as amended from time to time;
- d) **"Maturity"** means the last day of the year in which the Annuitant attains the age limit as defined in the *Income Tax Act* or such earlier date as may be designated by the Annuitant in writing to the Trustee, provided that such earlier date shall not be earlier than the earliest date provided in the *Income Tax Act*;
- e) **"Spouse"** has the same meaning as recognized under the *Income Tax Act* and includes the term "Common-Law Partner" as is described in subsection 248(1) of the *Income Tax Act*. "Spouse" does not include any person who is not recognized as a Spouse or Common-Law Partner for the purpose of the *Income Tax Act* respecting Registered Retirement Savings Plans;
- f) **"Tax Legislation"** means the *Income Tax Act* (Canada) and the taxation legislation of the province or territory in which the Annuitant resides;

Unless the context otherwise requires, terms used herein, which are defined in Section 146 of the *Income Tax Act*, shall have the same meaning as in the *Income Tax Act*.

2. REGISTRATION

The Trustee shall apply for registration of the Plan as a Registered Retirement Savings Plan pursuant to the Tax Legislation.

3. CONTRIBUTIONS

The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant or the Annuitant's Spouse from time to time which together with any income derived therefrom shall constitute a trust fund to be held, used and invested by the Trustee subject to the provisions hereof.

4. REFUND OF CONTRIBUTIONS

The Trustee shall, upon written application by the Annuitant or the Annuitant's Spouse, in a form acceptable to the Trustee, refund to that taxpayer an amount necessary to reduce the amount of tax otherwise payable to the taxpayer under Part X.1 of the *Income Tax Act*. The Trustee shall make such refund from uninvested funds held in the Plan, but if there are insufficient uninvested funds to make such refund, the Trustee shall sell or redeem such investments as it may be directed by the Annuitant to enable it to make such refund. If the Trustee does not receive such a direction within fifteen (15) days after giving the Annuitant notice of the requirement for such direction, the Trustee may sell or redeem such investments as it in its absolute discretion sees fit to enable it to make such refund.

5. INVESTMENTS

The assets of the Plan shall be invested and reinvested by the Trustee, on the direction of the Annuitant, in such investments as are qualified investments for trusts governed by retirement savings plans (including investments in, and deposits with the Trustee) without being limited to investments authorized by law for trustees. The Trustee may, but need not, require any investment direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash or other property forming part of the assets of the Plan at any time, the Trustee may leave such cash or other property uninvested or may invest the same at its sole discretion (including deposits in an account in a chartered bank, trust company or credit union, including the Trustee). The Trustee will not accept investment instructions for the purchase or any investment contributed in specie of a non-qualified investment or a prohibited investment. The Trustee may request additional documentation from the Annuitant proving the investment to be purchased or contributed in specie is neither a non-qualified investment nor a prohibited investment.

6. RETIREMENT INCOME

The assets of the Plan shall be invested, used, and applied by the Trustee for the purpose of providing a Retirement Income. The Annuitant may at any time on at least three (3) months' written notice prior to Maturity instruct the Trustee to convert the assets of the Plan to cash and purchase a Retirement Income, which the Trustee shall do in accordance with the terms hereinafter set out. In the event that the Annuitant does not, at least three (3) months prior to Maturity, instruct the Trustee to purchase a Retirement Income, the Trustee shall realize and convert the assets of the Plan to cash and purchase a Retirement Income of such type and containing such terms and conditions as the Trustee in its absolute discretion sees fit. Any Retirement Income purchased under the provisions of the Plan shall comply with all the provisions of the Tax Legislation respecting Retirement Income and the contract therefore shall

- a) provide that any payment thereunder to the Annuitant (or the Annuitant's Spouse if the Annuitant's Spouse becomes entitled to the payment thereunder after the death of the Annuitant) shall be commuted in whole or in part;
- b) provide that if a person other than the Annuitant's Spouse becomes entitled to payments thereunder after the death of the Annuitant, such payments shall be commuted upon becoming so payable and shall be paid in one lump sum;

- c) not provide for the payment to the Annuitant (or the Annuitant's Spouse if so entitled after the Annuitant's death) of the retirement income except by way of equal, annual, or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where such commutation is partial, equal, annual, or more frequent payments thereafter;
- d) not provide for periodic payments in a year under an annuity after the death of the Annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death; and
- e) provide that no payments of retirement income may be assigned, in whole or in part.

Provided that in the event that the proceeds of the Plan are not sufficient to purchase a retirement income, which expressed in terms of a monthly rate, would be \$25 or more, the proceeds of the Plan may, at the option of the Trustee, be paid to the Annuitant in cash.

7. NO OFFSET ETC.

The Trustee has no right of offset as regards the property held under the Plan in connection with any debt or obligation owing to the Trustee, and the property held under the Plan cannot be pledged, assigned, or in any way alienated as security for a loan or for any purpose other than that of purchasing for the Annuitant a Retirement Income in accordance with Article 6.

8. NO ADVANTAGE

No advantage, as per Section 207.01(1) of the *Income Tax Act*, that is conditional in any way on the existence of the Plan may be extended to the Annuitant or to any person with whom the Annuitant is not dealing at arm's length other than those advantages or benefits which may be permitted from time to time under the *Act*.

9. DEATH OF ANNUITANT

If the Annuitant dies before Maturity, the Trustee shall, upon compliance with such reasonable requirements as the Trustee may prescribe, realize, and convert into cash all assets of the Plan (unless the person to receive the same requests in specie payment) and after deduction therefrom of any and all taxes payable, its fees and other charges applicable, shall pay the net proceeds thereof in a lump sum to the designated beneficiary duly designated as hereinafter provided, if any, or in the absence of such designation to the legal representative of the Annuitant.

10. DESIGNATION OF BENEFICIARY

If the Annuitant is domiciled in a jurisdiction in which a participant in a retirement savings plan may validly designate a beneficiary other than by Will, the Annuitant may, by instrument in writing in form and execution satisfactory to the Trustee and delivered to the Trustee prior to the Annuitant's death, designate a person to be entitled to receive the net amount of the Plan pursuant to Article 9 above. The person so designated by the Annuitant shall be deemed to be the designated beneficiary of the Annuitant for the purposes of Article 9 above unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form and execution satisfactory to the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation, in which case such designation shall be regarded as null and void.

11. FEES AND EXPENSES

The Trustee, unless otherwise paid the following amounts directly by the Annuitant, shall be entitled to receive and be paid out of the assets of the Plan all costs, charges, and expenses incurred by the Trustee in connection with the administration of the Plan, including without limitation any taxes paid by the Trustee in respect of non-qualified investments or foreign property, and to be paid for its services as Trustee in accordance with its fee schedule, provided that the Trustee may adjust and amend its fee schedule from time to time after giving the Annuitant not less than thirty (30) days written notice of any adjustments or amendments. For the purpose of paying the Trustee in accordance with the foregoing the Trustee may realize and convert the assets of the Plan but only to the extent of such indebtedness. The Annuitant shall be liable to the Trustee for all such costs, charges, expenses, and fees to the extent that the realizable value of the assets of the Plan is not sufficient to cover the same.

12. ACCOUNTS, STATEMENTS, AND REPORTING

The Trustee shall maintain an account for the Annuitant in which will be recorded all contributions received by the Trustee for the Plan, investments held in the Plan and the income earned from such investments. The Trustee shall forward a statement to the Annuitant from time to time but at least annually showing all contributions, investments and income therefrom since the date of the preceding statement. An official receipt for income tax purposes shall be provided to each person contributing to the Plan, whether the Annuitant or the Annuitant's Spouse, in each year for that person's contributions to the Plan made in respect of the previous taxation year. The Trustee shall comply with all reporting requirements in respect of the Tax Legislation respecting Registered Retirement Savings Plans.

13. POWERS OF THE TRUSTEE

Subject to the right of the Annuitant to direct the Trustee as to the investments of the Plan, the Trustee shall have and shall be entitled to exercise from time to time in its sole discretion any and all rights, powers, and privileges that could be exercised by a beneficial owner of any of the property and assets of the Plan, and the Trustee may employ or engage in services of and rely and act on information or advice received from brokers, advisors, lawyers, accountants, and others and shall not be responsible or liable for the acts or omissions of such persons.

TERMS AND CONDITIONS OF THE DECLARATION OF TRUST (CONTINUED)

14. LIABILITY

In the event that a qualifying investment becomes non-qualified, the Annuitant and the Canada Revenue Agency will be notified of the details of that investment and the Annuitant will be liable for payment of taxes owing under Part XI.01 of the *Income Tax Act*. In the event that a qualified investment or a non-qualified investment is deemed to be a prohibited investment, the Annuitant is responsible for reporting details of that prohibited investment to the Canada Revenue Agency and is responsible for the payment of taxes under Part XI.01 of the *Act*.

The Trustee shall not be responsible for any loss or damage suffered or incurred by the Plan, by the Annuitant, or by any beneficiary designated by the Annuitant unless caused by or resulting from the Trustee's dishonesty, negligence, wilful misconduct, or lack of good faith.

15. DISCHARGE OF TRUSTEE

Upon payment by the Trustee of the entire amount standing to the credit of the Plan (less all proper charges, including applicable taxes) in accordance with these terms and conditions, the Trustee shall thereupon be relieved and discharged from any and all obligations and responsibilities created herein and the within trust shall thereupon cease and be of no further force and effect.

16. RESIGNATION OR REMOVAL OF TRUSTEE

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder upon not less than thirty (30) days notice in writing to the Annuitant, or such shorter period as the Annuitant shall accept as sufficient, and the Annuitant in like manner may terminate the services of the Trustee. In the event of such resignation or termination, the Annuitant shall appoint a successor trustee prior to the resignation of the Trustee taking effect and if the Annuitant fails to appoint such a successor trustee within such period of time the Trustee may appoint a successor trustee. The successor trustee shall be acceptable under the provisions of the Tax Legislation and the Trustee shall transfer the assets of the Plan to the successor trustee together with all records, books, reports, and accounts of the Plan within three (3) months of the Trustee ceasing to be trustee of the Plan.

17. TRANSFER

At the direction of the Annuitant, the Trustee shall pay or transfer any of the property held under the Plan to another issuer of a retirement savings plan or carrier of a retirement income fund under which

- a) the Annuitant is the Annuitant or
- b) the Spouse or Common-Law Partner or former Spouse or Common-Law Partner of the Annuitant, from whom the Annuitant is living apart, is the Annuitant and the payment or transfer is made pursuant to a decree, order, or judgment of a competent tribunal, or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or Common-Law Partner or former Spouse or Common-Law Partner in settlement of rights arising out of their marriage or common-law partnership.

18. WITHDRAWALS

The Trustee shall, upon written application of the Annuitant received by the Trustee at least three (3) months prior to Maturity, pay to the Annuitant prior to Maturity in cash or in specie as the Annuitant shall direct, out of the assets of the Plan or the realization thereof, the amount specified in the Annuitant's written application.

19. AMENDMENTS

These terms and conditions may be amended by the Trustee in its discretion at any time and from time to time, provided that such amendments will not disqualify the Plan as a Registered Retirement Savings Plan under the provision of the Tax Legislation. The Trustee will provide the Annuitant with written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Applicable Tax Legislation.

In the event of changes to the Applicable Tax Legislation, the Plan will be deemed to have been amended to conform to such changes effective the date such changes come into force.

In the event of changes to the *Income Tax Act* or any pension legislation governing the Plan, the terms of the Plan and any addendum thereto may be amended without notice to the Annuitant to ensure that the Plan continues to comply with all Applicable Tax Legislation.

20. NOTICES

Any notice to be given to the Trustee hereunder shall be valid and effective if given by registered mail at its registered office or such other address as the Trustee may permit and shall be deemed to have been effectively given on the day on which it is received by the Trustee. Any notice to the Annuitant under the provisions hereof shall be valid and effective if contained in a letter, circular newsletter, or other publication sent through the ordinary post addressed to the Annuitant at the Annuitant's address set out in the Annuitant's Application form for the Plan, or such other address as the Annuitant may in writing advise the Trustee, and shall be deemed to have been effectively given on the day next following the date upon which it is posted.

21. CONTRIBUTIONS FROM PENSION PLANS

If as a condition of receiving the transfer to the Plan of a pension benefit from a pension or superannuation plan, the Trustee is required to enter into a locking-in addendum or supplementary agreement to the Declaration of Trust with the Annuitant to provide limitation on withdrawals from the Plan, transfer to other issuers and/or the earliest date upon which a retirement income may commence, the rights and responsibilities of the Annuitant and the Trustee shall be modified accordingly.

22. ENUREMENT

This Declaration of Trust shall enure to the benefit of and be binding upon the Annuitant and the Annuitant's heirs, executors, administrators, and legal representatives and upon the successors and assigns of the Trustee.

23. APPLICABLE LAW

This agreement is governed by the laws of the province of the Plan, or if more than 1 Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

24. PROCEEDS OF CRIME LEGISLATION

The Annuitant acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Plan and that the Financial Institution will from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation. The Annuitant agrees to abide by and comply with all such laws and procedures.

25. REMOTE INSTRUCTIONS

The Annuitant may provide Remote Instructions to any branch of the Financial Institution, as permitted by the Financial Institution, online through the Direct Services web portal, or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Plan maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Annuitant along with any requisite personal access code and/or personal identification word, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail signed by the Annuitant authorized to operate the Plan. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

A Remote Instruction is deemed received by the Financial Institution only when actually received and brought to the attention of an authorized officer of the Financial Institution capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Annuitant by notice in writing, or online through the Direct Services web portal. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as the Annuitant is in fact the Annuitant, and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Annuitant will bind the Annuitant.

26. ELECTRONIC EXECUTION

This agreement may be executed electronically. Use of the Plan shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this agreement, acceptance of the modified terms and conditions.

27. CHOICE OF LANGUAGE

It is the express wish of the parties that this agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.