Heritage Trust

220–545 Clyde Avenue
West Vancouver, BC V7T 1C5
778.742.5005
heritagetrustcompany.ca

HERITAGE TRUST COMPANY INC.
Standard Power of Attorney Clauses

1. Required Power of Attorney Clauses and Administrative Powers

We have included clauses below which are required to be included in all Powers of Attorney where Heritage Trust Company Inc. ("Heritage Trust") is named in any manner as an attorney.

2. Review of Draft Power of Attorney

We kindly ask that we be provided the opportunity to review drafts of all Powers of Attorney naming Heritage Trust. Our review is for only administrative purposes and ensures that we will have the power to eventually administer financial and legal matters effectively and efficiently.

3. Fee Schedule

You will note that the Power of Attorney Fee Schedule that we have proposed to your client is to be incorporated by reference in the Power of Attorney below. If the Power of Attorney Fee Schedule has not already been signed by your client, please ensure that your client signs that before he/she signs the Power of Attorney. Please return to us a separate signed Power of Attorney Fee Schedule for each client.

4. Letter of Direction

Please prepare and review the draft Letter of Direction with your client which sets our understanding with respect to its future use. Kindly return a signed copy to us for our file.

5. Signed Power of Attorney

Please review with your client whether he/she would like us to hold an original signed Power of Attorney or simply a copy for the time being, and provide the same to us accordingly. To allow us to act the most expeditiously when a client loses capacity, we would recommend that we hold an original Power of Attorney.

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To allow Heritage Trust to eventually act under a Power of Attorney, Heritage Trust requires that the following clauses be included in all Powers of Attorney. *[Note: you may adjust these as needed to match the language and defined terms in the rest of the Power of Attorney.]*

1. APPOINTMENT OF ATTORNEY

(a) Heritage Trust Company Inc. as Sole Attorney

I appoint **HERITAGE TRUST COMPANY INC.** to be my Attorney in accordance with the *Power of Attorney Act* of British Columbia: to do on my behalf anything I can lawfully do by an attorney, make decisions on my behalf in relation to my financial affairs (including my business and my property and the conduct of my legal affairs) and do anything I may lawfully do by an agent in relation to those affairs.

(b) Heritage Trust Company Inc. as Co-Attorney

***Note**: For appointments as co-attorney, Heritage Trust will only accept joint appointments (i.e. where all attorneys must act together), and **not** appointments where the co-attorneys may act independently of each other.*

I appoint *[Name of Individual]* and **HERITAGE TRUST COMPANY INC.** to be my Attorneys in accordance with the *Power of Attorney Act* of British Columbia to do on my behalf anything I can lawfully do by an attorney. My Attorneys may make decisions on my behalf in relation to my financial affairs (including my business and my property and the conduct of my legal affairs) and do anything I may lawfully do by an agent in relation to those affairs.

[Name of Individual] and **HERITAGE TRUST COMPANY INC.** must act together as my Attorneys, until *[Name of Individual]* dies or is incapable or is unwilling to act or to continue to act as one of my Attorneys, in which case **HERITAGE TRUST COMPANY INC.** may act or continue to act on its own.

I direct that **HERITAGE TRUST COMPANY INC.**, if it shall act as my attorney, shall assume the burden of the administration and shall have charge and custody of all my assets, and it shall be compensated as though acting as sole attorney.

2. ATTORNEY'S COMPENSATION

In consideration of **HERITAGE TRUST COMPANY INC.** acting under this Power of Attorney, it shall be entitled to receive, and shall be paid out of my assets, the fees, reimbursement and other compensation provided for in the Power of Attorney Fee Schedule between Heritage Trust Company Inc. and me, dated the ____ day of _____, 20___, and signed by me prior to the execution of this

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Power of Attorney, and such fee schedule is hereby incorporated by reference into this Power of Attorney.

3. INVESTMENTS AND DELEGATION

My Attorney is authorized to invest and reinvest any moneys at any time and from time to time forming part of my estate, or to retain any investments in any kind of property, as my Attorney in its absolute discretion consider advisable, notwithstanding that such investments may not be investments authorized by law for trustees or it may be considered a delegation of their investment duties. Without limiting the generality of the foregoing, I expressly authorize my Attorney to engage the services of one or more investment counsel, mutual fund managers and/or investment advisors as my Attorney from time to time in their absolute discretion consider advisable (the "**investment counsel**") to advise my Attorney in respect of the investment and reinvestment of my estate, with power to my Attorney to delegate to the investment counsel discretion to manage all or any part of the assets of my estate as may be directed by my Attorney.

I authorize my Attorney to fix the remuneration to be paid to the investment counsel and such remuneration shall be charged upon my estate and payable out of the capital or income thereof in such proportions as my Attorney from time to time considers advisable. The amount of any such remuneration shall not be taken into account and/or deducted from the compensation to which my Attorney would from time to time be otherwise entitled, but rather such remuneration shall be in addition to such compensation.

My Attorney shall incur no liability for any action taken or omitted in good faith as a consequence of following the advice of the investment counsel however communicated or for any loss resulting from the delegation of discretion to the investment counsel, provided that my Attorney has acted in good faith.

4. PROFESSIONAL ADVICE

My Attorney may engage and is authorized to act and rely upon the opinion or advice of such professionals as it in its absolute discretion consider appropriate in carrying out the administration of my estate, and my Attorney will not be liable for any loss to my estate because of any such delegation or any action taken or omitted following the advice of that person. My Attorney may pay for the same out of the income and capital of my estate as it sees fit, and such disbursements are to be in addition to my Attorney's compensation.

5. ADMINISTRATIVE POWERS

Note: *The following list is NOT intended to be copied into the Power of Attorney. The clauses that provide for such powers are to be comprehensively drafted according to current best practices.*

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Please additionally review with your client any other applicable **discretionary** administrative powers to be expressly provided for, to enable Heritage Trust to efficiently and effectively perform its duties where needed. For example, such powers may include:

(a) to make payments by way of gift or loan to support any family members (and/or to continue any tradition of giving gifts to any other individuals or charities, etc.);

(b) to attend to tax planning if needed (e.g. minimizing taxes payable);

(c) to exercise any rights in connection with real property interests;

(d) to reorganize assets (e.g. corporation reorganizations, estate freeze, etc.)

(e) to settle trusts; and

(f) to administer digital assets.