

# SOLE CUSTODY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Custodian: \_\_\_\_\_

Custodial Account Holder: \_\_\_\_\_

## Recitals:

WHEREAS, the Custodian agrees to hold and safeguard the property described herein on behalf of the Custodial Account Holder under the terms set forth in this Agreement; AND WHEREAS, the Custodial Account Holder desires to establish a custodial relationship with the Custodian for the benefit of the designated beneficiary;

## 1. Definitions

For purposes of this Agreement, the following terms shall have the meanings ascribed to them: "Custodial Property" means the assets or property subject to this Agreement; "Beneficiary" means the individual for whom the custodial property is held; "Custodian" means the party responsible for holding and managing the custodial property as per this Agreement.

## 2. Appointment of Custodian

The Custodial Account Holder hereby appoints the Custodian to hold, manage, and administer the Custodial Property solely for the benefit of the Beneficiary, subject to the terms and conditions of this Agreement.

## 3. Custodial Property

The Custodial Property shall consist of all assets delivered to the Custodian by the Custodial Account Holder or otherwise acquired by the Custodian on behalf of the Beneficiary.

## 4. Duties and Responsibilities of Custodian

The Custodian shall: (a) hold and safeguard the Custodial Property in a fiduciary capacity; (b) manage the Custodial Property prudently and in accordance with all applicable laws of Canada; (c) maintain accurate records of all transactions, holdings, and distributions; (d) provide periodic statements to the Custodial Account Holder or Beneficiary as required; and (e) act only on instructions received in accordance with this Agreement.

## 5. Rights and Obligations of Custodial Account Holder

The Custodial Account Holder retains legal title to the Custodial Property but may not use or dispose of such property except in accordance with this Agreement. The Custodial Account Holder agrees to provide the Custodian with all necessary information and documentation to perform its duties.

## 6. Management and Investment of Custodial Property

The Custodian shall manage and invest the Custodial Property in a manner consistent with the instructions provided by the Custodial Account Holder and in compliance with applicable Canadian laws and regulations, exercising reasonable care, skill, and caution.

#### **7. Distributions**

Distributions of the Custodial Property or income therefrom shall be made only in accordance with the instructions of the Custodial Account Holder or as otherwise permitted by applicable law.

#### **8. Fees and Expenses**

The Custodian may charge reasonable fees for administration of the Custodial Property as agreed upon by the parties. All ordinary expenses incurred in the management of the Custodial Property shall be paid from the Custodial Property.

#### **9. Liability and Indemnification**

The Custodian shall not be liable for any loss sustained by the Custodial Property except as a result of gross negligence, willful misconduct, or breach of fiduciary duty. The Custodial Account Holder agrees to indemnify and hold harmless the Custodian from any claims or liabilities arising out of the proper performance of its duties.

#### **10. Term and Termination**

This Agreement shall remain in effect until terminated by mutual written consent of the parties or by operation of law. Upon termination, the Custodian shall deliver the Custodial Property to the Custodial Account Holder or as otherwise directed.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable provincial or territorial laws, without regard to conflicts of law principles.

#### **12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

#### **13. Amendment**

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

#### **14. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### **15. Notices**

All notices under this Agreement shall be in writing and delivered personally, sent by nationally recognized overnight courier, certified mail, or electronic transmission with confirmation of receipt, to the addresses provided by the parties.

**16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

**CUSTODIAN SIGNATURE**

**CUSTODIAL ACCOUNT HOLDER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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