

## Retirement Savings Plan GIC Investment Application Form

BROKER NUMBER: \_\_\_\_\_ RDBA Broker Code \_\_\_\_\_ RDBA Rep Code \_\_\_\_\_

### Application Type

New Client      Broker's Name \_\_\_\_\_ Broker Number \_\_\_\_\_ RDBA Broker Number \_\_\_\_\_ RDBA Rep Code \_\_\_\_\_

Existing Client      \_\_\_\_\_

Existing Account No. \_\_\_\_\_

\*Planholder's details and Broker Signature sections can be provided on an alternate Client Information and Consent Form which has been approved by Home Trust Company. For new money to Home Trust initial application must be signed by the client.

Approved alternate Client Information and Consent Form attached

### Planholder's Details

**Owner**    Mr.    Mrs.    Miss    Ms.    Dr.    Other \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ SIN \_\_\_\_\_ Date of Birth (DD/MM/YYYY) \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

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Telephone No. (Residence) \_\_\_\_\_ Telephone No. (Business) \_\_\_\_\_ Email Address (optional) \_\_\_\_\_

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Occupation\* \_\_\_\_\_ Employer's Name \_\_\_\_\_ Employer's Address \_\_\_\_\_

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\*Note: Occupation must describe the Client's occupation specifically such as Retired Teacher or Medical Technician. Business titles such as President alone are not sufficient.

I. D. Type #1 \_\_\_\_\_ I.D. Number #1 \_\_\_\_\_ Place of I.D. Issuance (Country and Province) #1 \_\_\_\_\_

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I. D. Type #2 \_\_\_\_\_ I.D. Number #2 \_\_\_\_\_ Place of I.D. Issuance (Country and Province) #2 \_\_\_\_\_

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Note: ID and the Account Holder's signature are not required for renewals into the same Home Trust account. Existing Account No. field above must be completed

Account Owner's Signature \_\_\_\_\_ Date (dd/mm/yyyy) \_\_\_\_\_

<b>X</b>	
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### SPOUSAL OR COMMON-LAW PARTNER DETAILS

Complete only if the contributor is the Spouse or Common-Law Partner of the Planholder (and this is a spousal or common-law partner plan)

Contributor's First Name \_\_\_\_\_ Contributor's Last Name \_\_\_\_\_ Contributor's S.I.N. \_\_\_\_\_

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### DESIGNATION OF BENEFICIARY (FOR ALL PROVINCES AND TERRITORIES EXCEPT QUEBEC)

Beneficiary's First Name	Beneficiary's Last Name	Percentage of Entitlement*
<b>Total</b>		<b>100%</b>

Percentages must add to 100%. If more than one beneficiary is named and no percentage is stated, the proceeds will be divided equally among the beneficiaries. If more than one beneficiary is named and if any of them does not survive the Account holder, the proceeds of the Plan shall be shared among the beneficiary (ies) who survived the Account holder in proportion to the percentage entitlement of each survivor. Please see Terms and Conditions for additional beneficiary provisions.

### BROKER SIGNATURE

I have seen the client's original, valid and legible identification and witnessed the client's signature(s)

Broker's Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Printed Broker Name and Telephone Number: X \_\_\_\_\_



## INVESTMENT TERMS AND CONDITIONS FOR REGISTERED INVESTMENTS

Home Trust Company is a member of the Canada Deposit Insurance Corporation and is licensed to issue term deposits across Canada. Deposits are taken in the form of short-term deposits, guaranteed investment certificates, registered retirement savings plans and registered retirement income funds. Interest rates fluctuate by product and term and can be change without notice.

### **INTRODUCTION**

This Agreement sets out the terms and conditions that apply to Home Trust Company investment products you purchase. You are also governed by the terms set out in your investment application form. You agree to the terms of this Agreement when you purchase your Home Trust Company investment product.

### **PRIVACY NOTICE**

Your personal information will only be used by Home Trust Company for the purposes of providing you with the Home Trust Company product for which you have applied and for monitoring, disbursing interest, or reinvesting such product.

### **INVESTMENT TERMS AND CONDITIONS**

This section sets out the terms and conditions of the following RSP investments:

- **Registered Retirement Savings Plan (RSP)**
- **Short Term Registered Retirement Plan (Short Term RSP)**

A RSP (the "Investment") is issued by Home Trust Company. "Plan" means the registered retirement savings plan or locked-in retirement savings plan account under which the investments are held. "Plan holder" means the registered owner under the Plan.

#### **1. Payment at Maturity**

Home Trust Company promises to pay the principal amount of the Investment for the account of the Plan holder, on the maturity date of the Investment (the "Maturity Date"). Interest is payable on the principal from the issue date of the Investment (the "Issue Date") to the Maturity Date, at the annual interest rate confirmed by Home Trust Company. Interest is calculated on the daily closing principal, and will be compounded annually.

#### **2. Redeemability**

The date of redemption will be deemed to be the Maturity Date of the Investment. Interest will be paid up to but not including the date of redemption. As used herein with respect to investments, "Proceeds" means the principal amount of the Investment together with all interest accrued in respect of the Investment.

#### **3. Maturity Instructions**

If no maturity instructions have been received by Home Trust Company in accordance with these Terms and Conditions, then at the Maturity Date, the Proceeds of the matured Investment will automatically be reinvested in the same investment type with the same term and interest payments as the matured Investment. In these circumstances, the Plan holder agrees to be bound by the terms and interest rates then applicable to the new Investment.

#### **4. Interest**

Interest is paid at the applicable confirmed interest rate for each year of investment. The 1st year of investment is the Issue Date to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th Year of Investment is the 3rd anniversary to the 4th anniversary of the Issue Date.

#### **5. Payments**

A payment request regarding any Investment is subject to processing time for the payment. All Investments are payable in Canadian Dollars.

#### **6. Reinvestment at Maturity**

Where an Investment has a term and the Plan holder does not wish to have the proceeds of the Investment reinvested in accordance with these Terms and Conditions, the Plan holder must complete a Home Trust RRSPP investment form available from his/her Deposit Broker, and provide the same to Home Trust Company at least 20 days prior to the Maturity Date.

#### **7. Amendments**

The issuers of the Investments may from time to time in their discretion amend these Terms and Conditions. The Plan holder agrees to amendments made when notice is given to his/her Deposit Broker or any other manner which the issuers may determine from time to time.

#### **8. Statements**

An account statement will be forwarded annually. If you do not receive such confirmation, please contact your Deposit Broker.

#### **9. Retirement Saving Plan Terms and Conditions**

Please refer to the Home Trust Company Retirement Savings Plan Terms and Conditions.

## HOME TRUST COMPANY RETIREMENT SAVINGS PLAN TERMS AND CONDITIONS

Home Trust Company (the "Trustee") hereby declares that it agrees to act as trustee for the annuitant (the "Plan holder") named in the application for a Home Trust Company Retirement Savings Plan (the "Plan") upon the following Terms and Conditions:

#### **1. Registration and Certain Definitions**

The Trustee will apply for registration of the Plan as a retirement savings plan pursuant to the provisions of the Income Tax Act (Canada) (the "Act") and, if applicable, the provisions of any income tax legislation of the Province or Territory where the Plan holder resides. The Act and such applicable provincial or territorial income tax legislation are hereinafter collectively referred to as the "Applicable Tax Legislation". The word "spouse" or "common-law partner" used herein has the meaning as used or defined in the Act as it may be amended or replaced from time to time.

#### **2. Planholder's Account.**

An account will be maintained by the Trustee in the name of the Plan holder which will record the contributions made to the Plan by the Plan holder or the Plan holder's spouse or common-law partner and the investments held by the Trustee in the name of the Plan holder under the Plan.

#### **3. Purpose of the Plan**

Contributions to the Plan received by the Trustee, and any income earned on investments in the Plan, shall be held in trust until maturity of the Plan to provide a retirement income for the Plan holder as or upon amendment of the Plan, for the transfer of all or a portion of the value of the investments and accumulated income of the Plan holder to the carrier of a registered retirement income fund under which the Plan holder is the annuitant pursuant to subsection 146(16) of the Act and the corresponding provisions of other Applicable Tax Legislation.

#### **4. Contributions and Transfers to the Plan**

The Trustee shall accept contributions and transfers of cash and other property to the Plan provided that such contributions and transfers are acceptable to it and are permitted to be made by the Plan holder or the Plan holder's spouse or common-law partner in accordance with Applicable Tax Legislation. The same together with any income therefrom (the "Assets") shall be held in trust by the Trustee to be used, invested and held subject to the terms thereof. The Trustee may determine a minimum contribution amount for any investment under the Plan and may change that amount from time to time.

#### **5. Investment**

The Assets shall be invested by the Trustee, on the direction of the Plan holder, in qualified investments for trust governed by registered retirement savings plans and acceptable to the Trustee. The Trustee may, but need not, require such direction to be in writing. The Trustee will determine which qualified investments are acceptable to it to be held under the Plan and may change that determination from time to time. All investments made by the Trustee for the Plan holder shall be credited by the Trustee to the Plan holder's account. The Trustee shall send at least annually a statement to the Plan holder setting forth the details of the investments held for the Plan holder under the Plan. Unless otherwise specified, where an investment has a maturity date and the Plan holder has not provided the Trustee with instructions regarding the proceeds of such investment, the Trustee will automatically reinvest such proceeds in the same type of investment, for the same term as it was last invested, at the annual interest rate then applicable to the new investment. Otherwise, in the absence of a direction from the Plan holder as to the investment of any cash balances under the Plan from time to time, the Trustee will allow interest on such balances at such rate and will credit interest as such time as the Trustee, in its sole and absolute discretion, may determine. In making any investments for the purpose of the Plan, the Trustee shall not be limited or confined to investments authorized under any provincial statute relating to trustees or the Trust and Loan Companies Act (Canada).

**6. Excess Contributions**

It shall be the responsibility of the Plan holder or the Plan holder's spouse or common-law partner, as the case may be, to ensure that the amount of contributions made by him or her to the Plan does not exceed the maximum permitted for tax deduction under the provisions of the Applicable Tax Legislation. Subject to Applicable Tax Legislation, the Trustee shall, upon written application by the Plan holder or the Plan holder's spouse or common-law partner in a form acceptable to the Trustee, refund to that applicant an amount where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the Act. The Trustee is hereby authorized in its sole and absolute discretion to liquidate any investments held under the Plan to the extent deemed necessary for that purpose. It is the sole responsibility of the applicant to ensure that any payment requested in accordance within this paragraph is, as regards such individual, the amount referred to above.

**7. Receipts**

The Trustee shall forward to the Plan holder in each year a receipt or receipts to be filed with the Plan holders tax return with respect to the contributions made by the Plan holder under the Plan in the preceding calendar year and the first 60 days of the year. The Trustee shall, if the Plan holder's spouse or common-law partner has made a contribution to the Plan in the first 60 days of the year or in the preceding calendar year, forward a receipt or receipts to the Plan holder's spouse or common-law partner to be filed with the spouse's or common-law partner's tax return showing the contributions made.

**8. Fees**

The Trustee may charge and receive such fees and other charges for trustee and administrative services and for transactions as may be established by it from time to time for the Plan. The fees and other charges are payable from the assets of the Plan, and the Trustee is authorized to retain in cash uninvested such portion of the contributions made to the Plan and/or income and other distributions in respect of assets of the Plan as it may in its discretion consider advisable to cover payment of them. Home Trust Company, as the Trustee's agent, is authorized to establish the amount of the fees and other charges and to take all steps to charge, receive and recover them from the assets of the Plan.

**9. Date of Birth and S.I.N.**

The Plan holder certified that his or her date of birth in the application for the Plan is accurate and agrees to provide any further evidence of proof of age that may be required on maturity of the Plan. The Plan holder agrees that the Plan holders social insurance number may be used for administrative purposes.

**10. Retirement Income Provision**

The Plan holder may, upon at least 30 days written notice to the Trustee, specify the date for the commencement of a retirement income, which date shall be no later than the last day of the calendar year in which the Plan holder turns age 71 or such later age permitted by the Act (such date being referred to herein as "maturity of the Plan") or direct the Trustee to amend the Plan in order to permit the transfer of the assets held under the Plan to a registered retirement income fund under which the Plan holder is the annuitant pursuant to subsection 146 (16) of the Act and the corresponding provisions of other Applicable Tax Legislation. Any retirement income purchased by the Trustee hereunder shall, at the option of the Plan holder, be: (i) an annuity payable to the Plan holder for the Plan holder's life, or to the Plan holder for the lives jointly of the Plan holder and the Plan holder's spouse or common-law partner and to the survivor of them for his or her life, commencing at maturity and with or without a guaranteed term not exceeding such period of time calculated in accordance with the formula set out in the following clause (ii) of this paragraph 10; or (ii) an annuity commencing at maturity payable to the Plan holder, or to the Plan holder for the Plan holder's life and to the Plan holder's spouse or common-law partner after the Plan holder's death, for a term of years equal to 90 minus either the age in whole years of the Plan holder at the maturity of the Plan or, where the Plan holder's spouse or common-law partner is younger than the Plan holder and the Plan holder so elects, the age in whole years of the Plan holder's spouse or common-law partner at the maturity of the Plan; or (iii) any combination thereof. *Any annuity so acquired:* (a) shall pay equal annual or more frequent periodic amounts which may only be increased or reduced as permitted by paragraph 146(3)(b) of the Act and the corresponding provisions of other Applicable Tax Legislation; (b) shall provide for full or partial commutation and, where such commutation is partial, shall pay equal annual or more frequent periodic payments thereafter which may only be increased or reduced as permitted by paragraph 146(3)(b) of the Act and the corresponding provisions of other Applicable Tax Legislation; (c) shall not provide for periodic payments in a year under the annuity after the death of the first annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death; (d) shall by its terms not be capable, in whole or in part, of assignment; and (e) shall provide for commutation if such annuity would become payable to a person other than the Plan holder. All withdrawals and transfers are subject to the Terms and Conditions governing the investments under the Plan. If an investment has a maturity date, which is later than the maturity of the Plan, the Plan holder hereby instructs the Trustee to transfer, at the maturity of the Plan, the investment plus accrued interest. (i) to a registered retirement income fund for which the trustee is the carrier pursuant to section 146(16) of the Act and the corresponding provisions of other Applicable Tax Legislation (a RRIF) which is a RRIF for which the Trustee is the carrier pursuant to section 146(16) of the Act and the corresponding provisions of other Applicable Tax Legislation. For greater certainty, the Trustee will redeem a non-redeemable investment prior to maturity only if the investment under the Plan is not eligible by law to be transferred to a RRIF. If the Plan holder fails to instruct the Trustee in accordance with this paragraph 10 before the maturity of the Plan, the Trustee may amend the Plan on December 31 of such year to transfer the Assets of the Plan or the value thereof to a registered retirement income fund under which the Plan holder is the annuitant and the Trustee is the carrier or acts as agent of the carrier pursuant to subsection 146(16) of the Act and the corresponding provisions of other Applicable Tax Legislation. If the Plan holds Locked-in investments such a transfer shall be allowed a term to maturity which will not trigger income as the issuer does not administer LIFs or LRIFs. In the case of the transfer of any investment plus accrued interest in accordance with this paragraph 10 to a RRIF the investment may be converted, at the Trustee's discretion, to a comparable investment offered under such RRIF with a comparable interest rate. Where the Trustee makes a transfer to a RRIF on behalf of the Plan holder because the Plan holder has not provided instructions regarding the maturity of the Plan, the Plan holder authorizes the Trustee to complete any necessary documentation regarding such transfer and agrees to be bound by such documentation.

**11. Withdrawals and Transfers**

Subject to the Terms and Conditions governing the Investments Under the Plan, the Plan holder may, at any time before the purchase of a retirement income and upon 30 days written notice to the Trustee, or upon such shorter period of notice as the Trustee in its sole discretion may permit, request that the Trustee

- (i) pay to the Plan holder all or part of the assets held under the Plan, or
- (ii) transfer all or part of the assets held under the Plan in accordance with the Applicable Tax Legislation and any applicable pension legislation, to a registered pension plan for the Plan holder's benefit and under which the Plan holder is a member, or a registered retirement savings plan or registered retirement income fund under which the Plan holder is the annuitant. The Trustee may liquidate any investments held under the Plan to the extent necessary for this purpose. Withdrawals and transfers shall be subject to the deduction of all proper charges, including income tax, if any, required to be withheld.

**12. Death Before Maturity**

In the event of the death of the Plan holder prior to maturity of the Plan, the Trustee shall, upon receipt of satisfactory evidence thereof and such releases and other documents as the Trustee may require, realize the interest of the Plan holder in the Plan, and hold the proceeds of such realization (the "Proceeds") in trust for payment in a lump sum in accordance with this provision.

If permitted by applicable law and recognized by the Trustee, for such purpose, the Plan holder may designate in the following manner one or more beneficiaries to receive the Proceeds in the event of his/her death prior to maturity of the Plan. A beneficiary designation under this Plan can only be made, altered or revoked by an instrument in a form provided by the Trustee for such purpose, dated and signed by the Plan holder and filed with the Trustee at the branch of account for the Plan, before any payment of the Proceeds is made. If more than one legally valid designation has been so filed and if such designations are inconsistent, then to the extent of such inconsistency the Trustee shall make payment only in accordance with the designation bearing the latest execution date and such designation shall be determinative of any inconsistency. If no legally valid beneficiary designation is in effect at the time a payment of the Proceeds is to be made or if all beneficiaries who have been so designated predecease the Plan holder, the Plan holder will be deemed to have elected that such payment be made to his/her estate as beneficiary and the Proceeds will be paid to the legal personal representative(s) of the Plan holder. In all cases, the Proceeds will be subject to the withholding of any applicable tax and deduction of all proper charges. The Trustee shall be fully discharged from any further obligations and liability in connection with the Plan upon payment being made in accordance with this provision even though such designation may be invalid as a testamentary instrument.

**13. Notice**

Any notice to the Trustee hereunder shall be given to the Trustee's agent at the branch of account for the Plan or to such other address or addresses as the Trustee may designate and shall be deemed to have been given on the day such notice is received by the Trustee's agent. Any notes given to the Plan holder by the Trustee must quote the Plan holder's Plan account number. Any notice given to the Plan holder shall be sufficiently given if mailed, postage prepaid, addressed to the Plan holder at the address of the Plan holder set out in the application for the Plan unless the Plan holder has notified the Trustee of a new address, in which case notice shall be addressed to the Plan holder at the last address for such purposes so notified and shall be deemed to have been given on the day of mailing.

**14. Amendments**

The Trustee may from time to time in its discretion amend these Terms and Conditions with, if required, the concurrence of the authorities administering any Applicable Tax Legislation by giving 30 days' notice in writing to the Plan holder; provided, however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation.

**15. Successor Trustee**

Where the Trustee desires to resign and be discharged from the trusts hereof, or is for any reason incapable of acting as Trustee hereunder, Home Trust Company is nominated for the purpose of appointing a successor trustee hereunder to be trustee hereof in the place of the Trustee, and any successor trustee shall, upon acceptance of the trusts hereof, be the Trustee hereof for all purposes as if such successor trustee had been the original declarant hereof. Such successor trustee shall, within 90 days of its appointment, give written notice of its appointment to the Plan holder.

**16. No Advantage**

No advantage that is conditional in any way on the existence of this Plan may be extended to the Plan holder or to a person with whom the Plan holder does not deal at arm's length, other than those advantages or benefits which may be permitted from time to time under subsection 146(2)(c.4) of the Act.

**17. No Pledge or Assignment**

Assets held in the Plan cannot be pledged, assigned or in any way alienated as security for a loan or for any other purpose other than that of providing for the Plan holder's retirement income in accordance with these Terms and Conditions.

**18. Limitation of Liability and Indemnity**

The Trustee shall not be liable in its personal capacity for or in respect of any taxes, interest or penalties which may be imposed on the Trustee in respect of the Plan under the Applicable Tax Legislation, whether by way of assessment, reassessment or otherwise, or for any other charges levied or imposed by any governmental authority upon or in respect of the Plan as a result of payments out of the Plan, the purchase, sale or retention of any investment, including, without limitation thereof, "non-qualified investments" within the meaning of Applicable Tax Legislation, or otherwise, and the Trustee may reimburse itself for or may pay any such taxes, interest, penalties or charges out of the assets of the Plan as it in its absolute discretion deems appropriate. The Plan holder and the heirs, executors and administrators of the Plan holder shall at all times indemnify and save harmless the Trustee in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee in respect of the Plan. The Trustee shall not be liable for any loss or diminution of the assets of the Plan, except due to its own negligence, wilful misconduct or lack of good faith.

**19. Appointment of Agent**

The Trustee may appoint an agent to perform certain administrative duties relating to the operation of the Plan. The Trustee is a wholly-owned subsidiary of Home Trust Company, and the Plan holder authorizes the Trustee, in its discretion, to appoint Home Trust Company. The Trustee acknowledges and confirms that if an agent is appointed ultimate responsibility for administration of the Plan remains with the Trustee.

**20. Locked-in Pension Funds**

If the Plan holds assets representing a transfer of locked-in pension funds (Locked-in Assets), the Plan shall also be governed by the appropriate locked-in addendum and the Plan holder agrees to be bound by such addendum. Subject to Applicable Tax Legislation, the provisions of the locked-in addendum will take precedence over these Terms and Conditions in the case of conflicting or inconsistent provisions. Locked-in Assets will be administered in a separate account which contains only Locked-in Assets. Locked-in Assets are acceptable to Home Trust Company as long as they do not trigger income payments. Home Trust Company does not administer Life Income Funds (LIFs).

**21. Marriage or Common-Law Partnership Breakdown**

In the event of a breakdown of marriage or common-law partnership between the Plan holder and the Plan holder's spouse or common-law partner, any entitlement hereunder shall be subject to the laws of the appropriate jurisdiction relating to the distribution of the property of spouses or common-law partners on marriage breakdown or common-law partnership and subject to the Applicable Tax Legislation. The Plan holder's spouse or common-law partner must withdraw his or her entitlement, if any, from the Plan and may elect to receive such amount in a lump sum or may cause such amount to be transferred to his or her own registered retirement savings plan or registered retirement income fund.

**22. Binding.**

These Terms and Conditions shall be binding upon the Plan holder, the heirs, executors, administrators and permitted assigns of the Plan holder, the Trustee and the successors and assigns of the Trustee.

**23. Governing Law**

These Terms and Conditions shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

**DESIGNATION OF BENEFICIARY**

If you do not make a designation, or if the designated beneficiary dies before you and you have not designated another beneficiary, the Plans assets will be payable to your estate. If you wish to revoke or change the beneficiary designation, or make a designation where one has not been made before, you should do so on an Account Amendment Form or other written document. You must sign and date the form or other document, and deliver it to Home Trust Company.

**CAUTION:**

Your designation of a beneficiary for this Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be your responsibility to revoke or change the designation, if you wish.

**FOR QUEBEC:**

Where the law of Quebec applies, a beneficiary designation made on this form cannot be given effect. Effect can only be given to a beneficiary designation made in a will or other written document that meets the requirements of a testamentary disposition under the law of Quebec.

**MINOR CHILD:**

Where the beneficiary is a minor child, it is the responsibility of the Accountholder to ensure that a trustee and/or a guardian of the minor child's property has been validly appointed under applicable provincial law.

**POWER OF ATTORNEY:**

A beneficiary designation made, changed or evoked by a person acting under a power of attorney is generally not valid under applicable provincial law and may not be given effect.