

# Retirement Income Fund Investment Application



Broker

Broker Name \_\_\_\_\_ Broker Number \_\_\_\_\_

New Client  Existing Client Number \_\_\_\_\_ Language Preference  English  French

**i** The client's signature is not required for renewals into the same Home Trust account. Existing client number field above must be completed.

## Annuitant's details

Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr. <input type="checkbox"/> Other _____				SOCIAL INSURANCE NUMBER		DATE OF BIRTH (MM/DD/YY)	
FIRST NAME			LAST NAME			EMAIL ADDRESS	
CIVIC ADDRESS						PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK	
CITY	PROVINCE	COUNTRY	POSTAL CODE	COUNTRY & PROV/ STATE OF RESIDENCE (FOR TAXATION)		PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK	
OCCUPATION (Please be specific, e.g., 'Medical Technician')				EMPLOYER NAME			
EMPLOYER ADDRESS							

## Designations

All Home Trust RIFs are governed by the same designations. These designations are applicable in all provinces and territories except Quebec.

- If you have previously made designations under a Home Trust RIF, then any additions/changes made below will replace your previous designations
- If you have previously made designations under a Home Trust RIF, and do not make additions/changes below, then your previous designation will be maintained
- If you did not previously make designations under a Home Trust RIF, and do not make designations below, then, in the event of your death, the RIF will be paid to your estate

## Successor annuitant

I hereby designate the following person to receive the proceeds of the Plan in a lump sum payment in the event of my death or transfer to their registered plan.

FIRST NAME	LAST NAME
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OR

**Beneficiary(ies)\*** Applicable only if a successor holder has not been designated.

FIRST NAME	LAST NAME	RELATIONSHIP

\*Will be equally distributed amongst all listed beneficiary(ies). If more than one beneficiary is named and if any of them does not survive the Annuitant, the proceeds of the Plan shall be shared equally among the beneficiary(ies) who survived the Annuitant. Please see Terms and Conditions of the Plan for additional beneficiary provisions.

## Acknowledgement and Authorization

Home Trust is a registered trademark of Home Trust Company which is licensed to and used by Home Bank (collectively "Home Trust"). By signing this form below, I consent to the collection of the personal information contained in this form by Home Trust. I also consent to the use, retention and disclosure of my personal information by Home Trust, as is reasonably required in connection with the establishment and maintenance of an account in my name, to meet legal and regulatory requirements, to market other products and services, and for statistical, audit and security purposes in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Privacy Code please visit the Home Trust Company website at [hometrust.ca](http://hometrust.ca) or call 1-855-270-3629. I confirm that the information provided is true and accurate and I agree to make Home Trust aware of changes to any of the personal information contained in this form.

ANNUITANT'S SIGNATURE <b>X</b>	DATE (MM/DD/YY)
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# Retirement Income Fund Investment Application



Broker

Broker Name \_\_\_\_\_ Broker Number \_\_\_\_\_

## Spousal information (spousal or common-law partner)

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

Are funds from a Spousal RSP/RIF?  Yes  No

FIRST NAME	LAST NAME	SOCIAL INSURANCE NUMBER	DATE OF BIRTH (MM/DD/YY)

## Method of payment for this investment

- Paid by Rollover of Existing Investment Account #: \_\_\_\_\_
- T2033 Transfer  Spouse's Rollover on death of annuitant  Qualifying  Non-Qualified

## Guaranteed Investment Certificates issued by Home Trust Company

Non-Redeemable GIC (1-5 Years)	Amount	Interest Rate	Issue Date (MM/DD/YY)	Maturity Date (MM/DD/YY)
	\$	%		
	\$	%		
	\$	%		

Please be advised that if the maturity date falls on a non-business day the investment will be processed on the next business day. Interest is calculated per annum (365 days).

## Payment details Select your preference from each of the following sections OR add to existing plan

If no selection is made, your payment will be defaulted to January 31, Annual and Minimum (based on Age of Annuitant).

Start date (MM/DD/YY): \_\_\_\_\_

- Payment method**  Direct Deposit (attach a void cheque)  Cheque
- Payment frequency**  Annually  Semi-Annually  Quarterly  Monthly
- Payment amount**  Minimum (no minimum in the first year)  Specific amount: Net \$ \_\_\_\_\_ Gross \$ \_\_\_\_\_
- Payment based on**  Age of Annuitant  
 Your spouse's or common-law partner's age to determine the minimum payment amount (complete "Spousal Information" above)
- Withholding tax (optional)**  Federal Withholding: \_\_\_\_\_%  Provincial Withholding (QC only): \_\_\_\_\_%

## Please read carefully and sign below

I hereby apply for a Retirement Income Fund ("RIF") with Home Trust and request that Home Trust apply for registration of the RIF in the form and manner prescribed by the *Income Tax Act* (Canada) and, if applicable, the provisions of any income tax legislation of the Province or Territory of my address above all in accordance with the Terms and Conditions attached hereto. I acknowledge that Home Trust is not giving advice as to purchasing, selling or retaining investments and that Home Trust, in accepting investment directions, accepts no responsibility for the advisability of such investment directions.

I acknowledge that it is my responsibility to determine and ensure that all investments are "qualified investments" for the RIF under the applicable tax legislation. It is expressly agreed that all investment directions handled by Home Trust shall be at my own risk and I undertake to indemnify and save Home Trust harmless from all responsibility or liability in connection therewith.

By having applied for this deposit product, I agree to the Terms and Conditions and the Home Trust Company Privacy Code and consent to the collection, use, retention and disclosure by Home Trust of the personal information provided to Home Trust. To receive a copy of the Privacy Code please visit Home Trust Company's website at [hometrust.ca](http://hometrust.ca) or call 1-855-270-3629.

Eligible for insurance coverage by Canada Deposit Insurance Corporation up to applicable limits. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en Anglais.

ANNUITANT SIGNATURE <b>X</b>	DATE (MM/DD/YY)
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## Broker trust declaration

I certify that I have personally met with the Annuitant listed above, I have witnessed the signing of this application and have fully explained the Terms and Conditions of this investment with Home Trust.

REPRESENTATIVE NAME	REPRESENTATIVE SIGNATURE	REPRESENTATIVE CODE	TELEPHONE	DATE (MM/DD/YY)

# Terms and Conditions for Retirement Income Fund



Home Trust Company is a member of the Canada Deposit Insurance Corporation and is licensed to issue term deposits across Canada. Deposits in registered retirement income funds are taken in the form of guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by the Issuer without notice.

Home Trust Company is a corporation that is licensed under the laws of Canada and is in the business of offering to the public its services as trustee of, among other things, registered retirement income funds.

## INTRODUCTION

This Agreement sets out the Terms and Conditions (the "Terms and Conditions") that apply to the investment of contributions to a retirement income fund ("RIF") of which Home Trust Company is the trustee (the "Trustee"; "we"; "us"; "our" or "Issuer") in investment products issued by us, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for a RIF for the purposes of the *Income Tax Act* (Canada) (the "Act"). These Terms and Conditions set out in the Declaration of Trust for a RIF registered with the Canada Revenue Agency also govern the investments of the RIF. In the event of any conflict or inconsistency, the Terms and Conditions of the Declaration of Trust will govern the investments made by us. In these Terms and Conditions "Representative" means an individual who is duly authorized to act on your behalf, including a deposit broker.

## AGREEMENT

As the annuitant (the "Planholder"; "you" or "your") under a RIF issued by Home Trust Company, you agree to the terms of this Agreement in respect of Investments to be made by the RIF, provided that such Investments are, and continue to be at all material times, a "qualified investment" for a RIF for the purposes of the Act.

## PRIVACY NOTICE

You consent to the collection of your personal information by us and/or your Representative, if applicable. You consent to the use, retention and disclosure of your personal information as is reasonably required in connection with the establishment and maintenance of an account in your name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining your eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at [hometrust.ca](http://hometrust.ca).

## INVESTMENT TERMS AND CONDITIONS

Subject to the Terms and Conditions of the RIF and applicable law, we may invest the contributions to the RIF and any income or gains of any nature whatsoever accrued, generated and realized on those investments in our investment products. All Investments will be payable in Canadian Dollars. Investments by the RIF, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to your account under the RIF for the purpose of providing you with a retirement income.

### 1. Maturity of an Investment

On the maturity date of an Investment held by the RIF (the "Investment Maturity Date") prior to the maturity of the RIF, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in our investment products. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the investment is made by the RIF in the Investment to the applicable Investment Maturity Date, at the annual interest rate we set.

### 2. Redeemability

The date of redemption of an Investment by the RIF will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

### 3. Investment Maturity Instructions

You may provide instructions to us to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where you do not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, you must provide us or your Representative, a completed transfer form at least twenty (20) days prior to the applicable Investment Maturity Date.

### 4. No Investment Maturity Instructions

If instructions are not received by the Trustee in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at the discretion of the Trustee, be reinvested in another Investment for the same term as the matured Investment at Home Trust Company's then prevailing rate of interest for that term, provided that any such reinvestment may be cancelled if the Trustee receives a written request from the Planholder to cancel within ten (10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of

the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

## 5. Interest

Interest is paid at the applicable interest rate for each year of investment. The 1st year of investment is the issue date of the Investment (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. Interest is calculated on the daily closing principal, and will be compounded annually.

## 6. Amendments

We may from time to time in our sole discretion amend these Terms and Conditions. You agree to amendments made when notice is given to you or your Representative, if applicable, or in any other manner which we may determine from time to time.

## 7. Problem Resolution

We are committed to providing the best possible service to all of our customers. Annuitants with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at [hometrust.ca/complaint.aspx](http://hometrust.ca/complaint.aspx) or contact us.

## 8. Retirement Income Fund Terms and Conditions

Reference should be made to the Home Trust Company Retirement Income Fund Terms and Conditions and the Declaration of Trust.

## RETIREMENT INCOME FUND (RIF) DECLARATION OF TRUST TERMS AND CONDITIONS

Home Trust Company is licensed under the laws of Canada, to carry on in Canada the business of offering to the public its services as trustee. Home Trust Company (the "Trustee") is the carrier of the arrangement between Home Trust Company and the applicant (the "Planholder"; "you" or "your") who is the annuitant for purposes of subsection 146.3(1) of the *Income Tax Act* (Canada) (the "Act") named in the application (the "Application") for the Home Trust Company Retirement Income Fund (hereinafter referred to as the "Plan" or the "RIF"), on the Terms and Conditions set out in the Application and the Terms and Conditions in this Declaration of Trust.

### 1. Registration and Certain Definitions

We will apply for registration of the Plan under the provisions of the Act and, and if applicable, the provisions of any income tax legislation of the Province or Territory where you reside. The Act (as it may be amended or replaced from time to time) the regulations thereunder and such applicable provincial or territorial income tax legislation are collectively referred to in this Declaration of Trust 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. Purpose of the Plan

The purpose of the RIF is to provide you with retirement income. Pursuant to the arrangement between us and you pursuant to this Declaration of Trust we undertake, in consideration for the transfer to us of property, to pay amounts to you (and where you so elects, to your spouse or common-law partner after your death) the total of which is, in each year in which the minimum amount under the arrangement for the year is greater than nil, not less than the minimum amount under the arrangement for that year, provided that the amount of such payment does not exceed the value of the property held in connection with the Plan immediately before the time of the payment. The Plan is subject to the requirements of (a) the Applicable Tax Legislation, and (b) the act that governs pension benefits and corresponding regulations applicable in the jurisdiction indicated on the Application, as such legislation is amended from time to time (collectively the "Applicable Pension Legislation").

### 3. Sources of Funds

We shall accept only transfers of cash or investments into the Plan that are in a form acceptable to us, which are "qualified investments" for registered retirement income funds within the meaning of the Act, as may be directed by you or on your behalf. Such cash or Investments may only be transferred from:

- a "registered retirement savings plan" under which you are the annuitant;
- another "registered retirement income fund" ("RRIF") or registered retirement savings plan ("RRSP") under which you are the annuitant;
- a "registered retirement income fund" or "registered retirement savings plan" of which your spouse or common-law partner (or former spouse or common-law partner) is an annuitant, where you and your spouse or common-law partner (or former spouse or common-law partner) are living separate and apart and the transfer is made under a decree, order or judgement of a competent tribunal or under a written separation agreement relating to a division of property between both you and your spouse or common-law partner (or former spouse or common-law partner) in settlement of rights arising out of, or on the breakdown of marriage or common-law partnership;

# Terms and Conditions for Retirement Income Fund



- (d) a registered pension plan of which you are a member as defined in subsection 147.1(1) of the Act;
- (e) a registered pension plan in accordance with subsection 147.3(5) or 147.3(7) of the Act;
- (f) you, to the extent only that the amount of the consideration was an amount described in subparagraph 60(l)(v) of the Act and any corresponding provisions of any other Applicable Tax Legislation;
- (g) a specified pension plan in circumstances to which subsection 146(21) of the Act applies; and
- (h) A registered pension plan of which you are a "member" as defined in subsection 147.1(1) of the Act;
- (i) A registered pension plan, in accordance with subsection 147.3(5) of the Act, if the amount is a single amount, no portion of which relates to an actuarial surplus, and you are the spouse or common-law partner (or former spouse or common-law partner) of a member of the registered pension plan and you are entitled to the amount under a decree, order or judgement of a competent tribunal or under a written agreement relating to the division of property between the member and you in settlement of rights arising out of or on a breakdown of their marriage or common-law partnership; A registered pension plan, in accordance with subsection 147.3(7) of the Act, if the amount is a single amount, no portion of which relates to an actuarial surplus, and you, as the spouse or common-law partner (or former spouse or common-law partner) of the deceased member of the registered pension plan, are entitled to the amount as a consequence of the death of the member of the registered pension plan; and
- (j) Other sources that may be permitted as stipulated in paragraph 146.3(2)(f) of the Act from time to time.

## 4. Investments

We will inform you of your investment options at the time you apply for the RIF. Instructions must be provided by you to us as to how the property held in connection with the Plan is to be invested. From time to time the investment options that are available may change. Investment options will always be subject to any restrictions on investments in Applicable Pension Legislation and Applicable Tax Legislation. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. We will not, however, be liable to you or any other person in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, you or any other person in the Plan, as a result of the valuation, acquisition, holding, transfer or disposition of any property held in connection with the Plan.

It is the sole responsibility of you to choose the investments of the property held in connection with the Plan; to determine whether any such investment is or remains a "qualified investment" that is not a "prohibited investment" for the Plan, as those terms are defined in subsection 207.01(1) of the Act; and to determine whether any property held in connection with the Plan should be purchased, sold or retained by us. An agent, satisfactory to us, may be appointed by you to give investment directions on behalf of you to us and we shall not be liable for any damages loss or other liability as a result of acting upon such directions. We shall not be liable for any loss suffered by the Plan or any person as a result of any act done by us in reliance on the authority of you or your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your agent or legal representative or otherwise authorized to act on your behalf.

Transfers of funds from one investment to another investment is permitted, provided that such disposition and acquisition is at fair market value and is permitted by the terms of the investment, the Applicable Tax Legislation and the Terms and Conditions of the Plan. Such transfers of funds between investments must be requested by you and be in writing to us. All interest and income earned by the investments, as well as any bonus declared, will be credited to your RIF account. Interest on regular payments or amounts that are withdrawn or transferred will not be paid after we have processed any request for such withdrawal or transfer.

We hold legal ownership and possession of the investments in the Plan. We are not obligated to exercise voting rights with respect to the investments in the Plan unless otherwise instructed by you in writing.

## 5. Calculating Payments

Subject to the terms of the Declaration of Trust and the Applicable Tax Legislation, all of the property held in connection with the Plan shall be used and applied by us only for the provision of payments to you (and, where you elect, to your spouse or common-law partner after your death) the total of which is, in each year in which the "minimum amount" as defined in subsection 146.3(1) of the Act (the "Minimum Amount") is greater than nil, not less than the Minimum Amount for that year, but the amount of any such payment cannot exceed the value of the property held in connection with the Plan immediately before the time of the payment. The Minimum Amount will be nil in the first calendar year of the Plan. You may, before any payment has been made, elect the use of

a prescribed factor based on your age, or your spouse or common-law partner's age, to calculate the Minimum Amount. This election is binding and cannot be changed, revoked or amended once it is made.

## 6. Making Payments

We shall make only those payments permitted for a registered retirement income fund under the Act. Payments to you from the Plan will begin on or before December 31 of the second calendar year of the Plan. You may specify in the Application the amount and frequency of the payments to be made during the year, provided that the aggregate amount is not less than the required Minimum Amount and does not exceed the value of the property held in connection with the Plan immediately before the time of payment. In each subsequent year, we will pay the same amounts, subject to the foregoing limitations, unless you provide instructions in writing to us to change the amount or frequency of the payments or require additional payments. If you do not specify an amount on the Application, or the amount you specify for any year is less than the Minimum Amount for that year, we will pay you the required Minimum Amount for that year. Payments will be made net of all proper charges, including income tax required to be held withheld. If the Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges. In order to make payments, we may have to withdraw, liquidate or sell all or part of one or more of the investments in the Plan prior to the maturity date of the investment(s). We assume no liability for any losses that may result. Payments must be reported by you as income in your tax return for the year the payments are received. Payments made under the Plan may not be assigned in whole or in part.

## 7. Transfers

Provided that the investments involved have matured, we shall at your direction and in accordance with subsection 146.3(2.) of the Act, transfer all or any part of the property held in connection with the Plan (less all proper charges and any amounts that we are required by the Act to retain), within thirty (30) days of receipt by us of such direction, to:

- (a) a person who has agreed to be a carrier of another registered retirement income fund of you, together with all information necessary for the continuance of the Plan;
- (b) a registered retirement savings plan of which you are the annuitant, provided that such transfer is before the end of the year in which you reach the age of seventy-one (71);
- (c) purchase, on behalf of you, an immediate or deferred annuity that meets the requirements of paragraph 60(l) of the Act. The deferred annuity must start no later than the end of the year in which you turn the age of seventy-one (71); or
- (d) a registered pension plan of which you were a member prior to the transfer or an account of yours under a pooled registered pension plan, in accordance with subsection 146(14.1) of the Act.

Any transfer of property held in connection with the Plan will be subject to all applicable restrictions and requirements under Applicable Tax Legislation.

## 8. Instructions

Unless otherwise required to be in writing pursuant to these Terms and Conditions, instructions concerning the RIF may be given in person at any of Home Trust Company's corporate offices, by telephone, through online banking (when available) or any other means provided by Home Trust Company. Any instructions given to us by telephone, online banking or other electronic means will be treated as if such instructions are written and signed instructions. A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

## 9. Estate Matters

In the event of your death prior to making the final payment from the Plan, and upon satisfactory evidence of such death, we will distribute the property held in connection with the Plan at the time of your death or an amount equal to the value of such property at that time to the beneficiary, if any, designated pursuant to this section 8 or to your legal personal representative, unless your spouse or common-law partner has been designated specifically as your successor annuitant as provided for in this section 8, or by will, in which case we shall continue the payments to your spouse in accordance with the provisions of this Declaration of Trust.

### Designation

If permitted by applicable law and recognized by us for such purpose, you may designate one or more beneficiaries or a successor annuitant other than by will to receive the value of the property held in connection with the Plan at the time of your death (the "Proceeds") in the event of your death before the payments from the RIF end. A beneficiary or successor annuitant designation under the Plan can only be made, altered or revoked by a Beneficiary Designation Form, dated and signed by you and delivered to us before any payment of the Proceeds is made. In the case of designation of a successor annuitant, only your spouse may be deemed to be the successor annuitant. If there is no successor annuitant, any person, including the spouse, may be deemed to be a

# Terms and Conditions for Retirement Income Fund



designated beneficiary. If more than one legally valid designation has been delivered to us and if such designations are inconsistent then, to the extent of such inconsistency, we shall make payment only in accordance with the designation bearing the latest execution date and such designation shall be determinative of any inconsistency. If (a) no legally valid beneficiary or successor annuitant designation is in effect at the time a payment of the Proceeds is to be made, (b) all beneficiaries who have been so designated predecease you, or (c) a beneficiary designation is not permitted under applicable provincial legislation, you will be deemed to have elected that such payment be made to your estate and the Proceeds will be paid to your legal personal representative(s).

#### Caution

The designation of a beneficiary for the 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, as applicable.

#### For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary Designation Form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

#### Payments

In all cases, the Proceeds will be subject to the withholding of any applicable tax and deduction of all proper charges. We 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.

#### 10. Marriage or Common-Law Partnership Breakdown

In the event of a breakdown of marriage or common-law partnership between you and your Spouse, any entitlement hereunder shall be subject to the laws of the appropriate jurisdiction relating to the distribution of property of Spouses on the breakdown of marriage or common-law partnership and subject to the Applicable Tax Legislation. If your Spouse or former Spouse is entitled to an amount under a decree, order or judgment of a competent tribunal or under a written agreement that relates to a division of property in settlement of a breakdown of marriage or common-law partnership, we will transfer that amount directly to a registered retirement savings plan or registered retirement income fund of your Spouse or former Spouse in accordance with subsection 146.3(14) of the Act.

#### 11. Date of Birth and S.I.N.

You certify that your date of birth in the Application is accurate and agree to provide any further evidence of proof of age that may be required on maturity of the Plan. You agree that your social insurance number may be used for administrative purposes.

#### 12. Exemptions and Prohibitions

Except where permitted by law, the amounts held in the Plan may not be used to satisfy a judgement against you and cannot be seized or attached. In addition, except if Applicable Pension Legislation requires otherwise, you are prohibited from giving anyone else an interest in the property held in connection with the Plan or assigning in whole or in part the payments under the Plan and any transaction purporting to so give or assign is void. Except as otherwise provided in Section 15 of this Declaration of Trust, we cannot use any right of set-off against any amounts in the Plan to pay any debt obligation you may owe to us. The property held in connection with the Plan may not be used as security for any loan or indebtedness. We will not make any payments from the Plan except those specifically permitted under the provisions of this Declaration of Trust or the Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an "advantage", an "RRSP strip" or a "swap transaction", as those terms are defined in subsection 207.01 of the Act, or any other payment or transfer which is or may be prohibited or penalized under the Act.

#### 13. No Advantage

No "advantage", as defined under paragraph 207.01(1) of the Act in relation to the Plan, may be extended to you, the Plan, or any person with whom you are not dealing with at arm's length. You are prohibited from engaging in any transaction, payment or transfer in connection with the Plan which is, or may be, or result in an "advantage", "RRSP strip" or a "swap transaction" as those terms are defined in subsection 207.01(1) of the Act in respect of the Plan.

#### 14. Fees and Expenses

We may charge and receive such fees and other charges and recover all reasonable expenses 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 associated with the Plan will be disclosed at the time you apply for the Plan. The fees may change from time to time and will be disclosed to you in writing at least sixty (60) days before the new fees go into effect. Any fees and charges and those of any of our agents, as well as any applicable taxes relating to the Plan, may be deducted from the Funds in the Plan. Part of the Plan may be held as cash to pay the fees and other expenses relating to the

Plan. To cover these fees and other charges, we may liquidate all or part of one or more of the investments in the Plan; we assume no liability for any losses that may result.

#### 15. Amendments

From time to time, we may amend the Plan, with the concurrence of regulatory and taxing authorities, if required. We will give you sixty (60) days notice in writing of material changes. No amendment, however, will be made that would have the effect of disqualifying the Plan as a registered retirement income fund for purposes of the Act. If an amendment results from changes to the Act or Applicable Pension Legislation, or to satisfy a requirement imposed by the Applicable Tax Legislation, the Plan will be automatically amended without notice to you.

#### 16. Statement

An annual RIF account statement for the Plan will be delivered to you.

#### 17. Appointment of Agent

We may appoint an agent to perform certain administrative duties relating to the operation of the Plan. We acknowledge and confirm that if an agent is appointed ultimate responsibility for administration of the Plan remains with us.

#### 18. Resignation and Successor Trustee

Where we desire to resign and be discharged from the trusts of the Plan, or if for any reason incapable of acting as Trustee hereunder, we are nominated for the purpose of appointing a successor trustee of the Plan that satisfies the requirements under Applicable Tax Legislation to be trustee of the Plan, and any successor trustee shall, upon acceptance of the trusts hereof, be the Trustee of the Plan for all purposes as if such successor trustee had been the original Trustee. Such successor trustee shall, within ninety (90) days of its appointment, give written notice of its appointment to you.

#### 19. Notice

Any notice given to us will be sufficiently given if mailed, postage prepaid, addressed to us at the address indicated on the Plan account statement and will be deemed to be given on the day we receive such notice. We consider that we have received such notice on the day it is actually delivered to us. If we send you a notice, statement or receipt by mail, we consider that you have received it five (5) days after it has been postmarked by the post office and mailed to you at the last address we have in our records.

#### 20. Limitation of Liability and Indemnity

The Trustee is entitled to act upon any instrument, certificate, notice or other writing believed by it to be genuine and properly signed or presented. The Trustee is not responsible for determining whether any investment is a "prohibited investment" for the RIF under Applicable Tax Legislation and such determination is the sole responsibility of the Planholder. The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment, but the Trustee shall not be liable 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 limiting the generality of the foregoing, non-qualified investments 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 Trustee shall not be liable for any loss or diminution of the property held in connection with the Plan, or caused by or resulting from the Trustee acting or declining to act upon instruction given to it, unless due to its own gross negligence, willful misconduct or lack of good faith.

You and your heirs, executors and legal representative(s) shall at all times indemnify us and our directors, agents and employees in respect of any taxes, interest, penalties or charges levied or imposed upon us in respect of the Plan and in respect of the Plan or any losses incurred by the Plan (other than losses for which we are liable in accordance herein) as a result of the acquisition, retention or transfer of any investment; or as a result of payments out of the Plan made in accordance with these Terms and Conditions; or as a result of us acting or declining to act upon any instructions given to us by, or on behalf of, you.

We shall be discharged from all further duties and liabilities hereunder immediately following the making of the final payments as required under this Declaration of Trust.

#### 21. Governing Laws and Submission to Jurisdiction

This Declaration of Trust shall be construed and enforced in accordance with the laws of Ontario and the federal laws of Canada applicable therein. It is to be interpreted in accordance with those laws. If any part of our Terms and Conditions is found invalid or unenforceable, the validity or enforceability of the remaining provisions of this Declaration of Trust will not be affected. Without prejudice to the ability of any party to enforce the Terms and Conditions of this Declaration of Trust in any other proper jurisdiction, we and you irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from these Terms and Conditions.