

Education Savings Plan Signature Form for Electronic Application Family Plan



*distributed by Sun Life Financial
Investment Services (Canada) Inc.*

Education Savings Plan

Signature Form for Electronic Application

Family Plan



1 Subscriber Information

Mr. Mrs. Miss Ms. Dr. Language Preference: English French

Last Name First Name Middle Initial(s)

| D | D | M | M | Y | Y | Y | Y |
Birth Date

| M | A | N | D | A | T | O | R | Y |
Social Insurance Number

Joint Subscriber
Information (Spouse or
common-law partner)

Mr. Mrs. Miss Ms. Dr. And And/or

Last Name First Name Middle Initial(s)

| D | D | M | M | Y | Y | Y | Y |
Birth Date

| M | A | N | D | A | T | O | R | Y |
Social Insurance Number

2 Dealer and Representative Information

Sun Life Financial Investment Services (Canada) Inc.

Dealer Name

7 6 9 7

Dealer Number

MANDATORY

Rep. Number

Representative's Name

Email Address

Telephone

X

Representative's Signature

3 Designation of Beneficiaries

The following persons are designated as beneficiaries entitled to receive educational assistance payments under this plan. All beneficiaries designated must be related to the Subscriber(s) by blood relationship or adoption and reside in Canada. In order to qualify for the Additional Canada Education Savings Grants (ACESG), the Canada Learning Bond (CLB) and the Alberta Education Savings Grant (ACES), all beneficiaries must be siblings who are connected by blood or adoption.

Beneficiary No. 1

Last Name First Name Middle Initial(s)

| D | D | M | M | Y | Y | Y | Y |
Birth Date

Street Address

| M | A | N | D | A | T | O | R | Y |
Social Insurance Number

City Province Postal Code

Relation to Subscriber(s)

If the Beneficiary is under 19 years of age, please provide name and address of parent or guardian or public primary caregiver, if different from Subscriber(s).

Last Name First Name Middle Initial(s)

Street Address

City Province Postal Code

Beneficiary No. 2

Last Name First Name Middle Initial(s)

| D | D | M | M | Y | Y | Y | Y |
Birth Date

Street Address

| M | A | N | D | A | T | O | R | Y |
Social Insurance Number

City Province Postal Code

Relation to Subscriber(s)

If the Beneficiary is under 19 years of age, please provide name and address of parent or guardian or public primary caregiver, if different from Subscriber(s).

Last Name First Name Middle Initial(s)

Street Address

City Province Postal Code

The Subscriber(s) reserves the right to change beneficiaries at any time. If necessary, add particulars of additional beneficiaries on separate sheet.

4 Grant Allocation

For all transactions
If there is a discrepancy between the fund number and fund name, we will treat the fund number as correct.

Fund Number	Fund Name	CES Grant
		%
		%
		%
		%
		%
		%
Total (must equal 100%)		%

5 Banking Information

For PAC/SWP and distributions

/ Please attach VOID cheque here

Depositors: _____

Signature(s) required if Depositor(s) is (are) other than the Subscriber(s) indicated in Section 1.

For joint bank account, all Depositors must sign if more than one signature is required on cheques issued against the account.
By signing you confirm that you have read and agree to the PAC terms and conditions outlined on the back of this application.

6 Authorization

This is Mandatory

The undersigned hereby applies to Sun Life Global Investments (Canada) Inc. ("Sun Life Global Investments") to purchase securities of the Fund(s) indicated on the electronic application in the name as shown in Section 1. I (We) acknowledge receipt of the current Simplified Prospectus and financial statements of the Fund(s) indicated and understand that these transactions are made under the terms and conditions therein. Sun Life Global Investments may reject purchase applications within one business day of receipt. **I (We) also acknowledge receipt of the "Client Complaint Information Form" and Sun Life Financial's relationship brochure entitled "A Clear Connection: Your Relationship with Sun Life Financial".** I (We) have requested these documents to be drawn in the English language. J'ai (Nous avons) demandé que ces documents soient rédigés en anglais.

ELECTRONIC APPLICATION CONSENT

I (We) have reviewed and confirmed the accuracy of the information recorded in the electronic application. All information in the electronic application is full, complete and true, and may be relied upon as if it was on this signature page.

By completing the Banking Information/Plan Payment Details section, and providing authorization in section 5, I (we) the owners declare that all persons whose signatures are required to authorize transaction in the bank account provided have read and agree to the PAC terms and conditions as outlined on the back of this application.

USE OF CUSTOMER INFORMATION

Sun Life Financial Privacy Statement for Canada

At Sun Life Global Investments, a member of the Sun Life Financial group of companies, protecting your privacy is a priority. We maintain a confidential file in our offices containing personal information about you and your contract(s) with us. Our files are kept for the purpose of providing you with investment and insurance products or services that will help you meet your lifetime financial objectives. Access to your personal information is restricted to those employees, representatives, distribution partners (such as advisors and their companies) and third party service providers who are responsible for the administration, processing and servicing of your contract(s) with us, our reinsurers or any other person whom you authorize. In some instances these persons may be located outside Canada, and your personal information may be subject to the laws of those foreign jurisdictions. You are entitled to consult the information contained in our file and, if applicable, to have it corrected by sending a written request to us.

To find out about our Privacy Policy, visit our website at www.sunlifeglobalinvestments.com, or to obtain information about our privacy practices, send a written request by email to privacyofficer@sunlife.com, or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto, ON M5V 3C5.

I (We) hereby acknowledge having read the provisions contained in the "Sun Life Financial Privacy Statement for Canada" contained in this Application, and I (we) hereby agree to them.

By signing below, I (we) consent to my (our) personal information being collected, used and disclosed by Sun Life Global Investments, its agents and service providers and the Trustee for registered plans if applicable, for the purposes of administering the account, including executing the transactions and reporting to me (us) and my (our) advisor.

To: Sun Life Global Investments (The "Promoter"): I (We) hereby apply for an Education Savings Plan (the "Plan") and hereby request the Promoter to apply for registration of the Plan under the Applicable Tax Legislation. I (We) acknowledge and agree to the Education Savings Plan Text and I (we) agree that the Plan (should this Application be accepted) shall be subject to the provisions thereof. I (We) understand that all payments made from the Plan, other than by way of a refund of contributions paid into the Plan, may be subject to taxation as income in accordance with the provisions of Applicable Tax Legislation. I (We) agree to inform Sun Life Global Investments of any change in circumstances of the beneficiary(ies) when making contributions to the Plan.

I (We) hereby declare that the information given in this document is true, correct and complete in every respect.

6 Authorization (continued)

This is Mandatory

I understand that the Plan provides that no contributions may be made into the Plan by or on behalf of a Subscriber after the 31st year following the year in which the Plan is established.

Final Contribution Date: Dec. 31

I (We) understand that the Plan provides that it must be terminated on or before the last day of the 35th year following the year in which the Plan was established.

Final Termination Date: Dec. 31

I (We) acknowledge that in order to be eligible to receive a Canada Education Savings Grant, a Social Insurance Number is required for the Beneficiary, and the Beneficiary must be a Canadian resident. I (We) undertake to advise Sun Life Global Investments (Canada) Inc. if the Beneficiary is no longer resident in Canada at the time of any subsequent contribution in relation to that Beneficiary. I (We) further undertake to advise Sun Life Global Investments (Canada) Inc. if the Beneficiary is a non-resident at the time an educational assistance payment is requested, as qualification for the educational assistance payment may be impacted.

I (We) acknowledge where the Beneficiary was 16 or 17 years of age this year, at least one of the following conditions must have been met to be eligible for the Canada Education Savings Grant:

A minimum of \$2,000 of contributions has been made to, and not withdrawn from, an RESP in respect of the Beneficiary before the year in which the Beneficiary was 16 years of age;

A minimum of \$100 of annual contributions has been made to, and not withdrawn from, an RESP in respect of the Beneficiary in any four years before the year in which the Beneficiary turned 16 years of age.

I (We) understand that overcontributions for a beneficiary under this Plan or any other education savings plan may result in a penalty tax being levied on all the Subscribers. I (We) authorize that any required repayments (including any interest, fees, penalties or charges on such repayments) of Government Grants will be redeemed from one or more of the Funds of this Plan, as determined by the Promoter in its sole discretion.

I (We) authorize that any required repayment of Quebec Education Savings Incentive ("QESI") that subsequently is deemed by the Promoter to be a tax credit and not a special tax, will be invested in the default fund as specified in the Sun Life Global Investments Simplified Prospectus.

I (We) authorize the Promoter to apply for QESI on behalf of any of the eligible designated beneficiaries, based on the information provided to the Promoter by this Application or otherwise, unless the Promoter receives specific written instructions from me (us) to do otherwise.

By signing this form, you confirm that you have read and agreed to the Pre-Authorized Debit Terms and Conditions indicated on the back of this agreement.

Risk of Borrowing to Invest

Here are some risks and factors that you should consider before borrowing to invest:

Is it Right for You?

Borrowing money to invest is risky. You should only consider borrowing to invest if:

- You are comfortable with taking risk.
- You are comfortable taking on debt to buy investments that may go up or down in value.
- You are investing for the long-term.
- You have a stable income.

You should not borrow to invest if:

- You have a low tolerance for risk.
- You are investing for a short period of time.
- You intend to rely on income from the investments to pay living expenses.
- You intend to rely on income from the investments to repay the loan. If this income stops or decreases you may not be able to pay back the loan.

You Can End Up Losing Money

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Whether your investments make money or not you will still have to pay back the loan plus interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.
- If you used your home as security for the loan, you may lose your home.
- If the investments go up in value, you may still not make enough money to cover the costs of borrowing.

Tax Considerations

- You should not borrow to invest just to receive a tax deduction.
 - Interest costs are not always tax deductible. You may not be entitled to a tax deduction and may be reassessed for past deductions.
- You may want to consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.

Your advisor should discuss with you the risks of borrowing to invest.

This Application is accepted by the undersigned in accordance with the terms of the Education Savings Plan text printed on the reverse side of this Application. Sun Life Global Investments as Promoter and on behalf of the trustee, The Royal Trust Company.

Subscriber's Signature

Date

Joint Subscriber's Signature (if applicable)

Date


Authorized Signature

SLFIS Limited Trade Authorization

Sun Life Financial Account Number

Distributor: Sun Life Financial Investment Services (Canada) Inc.

A Investor's Information

Name of Investor

Name of Additional Investor (if applicable)

Address (single address for all joint account holders or for an individual account holder)

B Investor/s Authorization

- I/We authorize Sun Life Financial Investment Services (Canada) Inc. (the "Dealer") to give instructions on my/our behalf to the fund company or companies that I/we have selected (each a "Fund Company") and to sign any relevant documents associated with (a) purchases, (b) switches, and (c) redemptions for me/us in accordance with my/our specific instructions for each transaction. This Limited Authorization is intended to create a simple form of limited agency. It does not give the Dealer unlimited authority or the right to conduct discretionary trading on my behalf. In the case of joint account holders we acknowledge that the Dealer will only execute transactions on our behalf in accordance with the standing authorization instructions in place on our joint account at the time of each trade which will be binding on all joint account holders.
- Until revoked pursuant to the provisions of Section E below, this Limited Authorization is authorized for use with respect to all current and future accounts serviced through the Dealer with a Fund Company: (a) conducted in my name (if this limited authorization is granted by an individual only), or (b) conducted in our joint names (if this limited authorization is granted by joint account holders).
- I/We authorize the Dealer to provide copies of this Limited Authorization and/or the Instruction Confirmation Notice ("ICN") which relates to this Limited Authorization to a Fund Company for the purpose of executing authorized transactions on my/our behalf with the Fund Company.
- The instructions provided to my/our Dealer under the authority of this Limited Authorization shall have the same validity as if I/we had provided signed written instructions to my/our Dealer through the registered representative of the Dealer ("Dealer Representative" referred to in Section D below or an alternate designated by the Dealer) or the Fund Company.
- I/We acknowledge that I/we am/are liable to the Dealer and the Fund Company for all fees and commissions applicable to any transactions executed on my/our behalf as set out in the current prospectus of the mutual fund concerned. For joint accounts each of the joint account holders is jointly and severally liable for such fees and commissions.
- Under my/our authority my/our Dealer can give instructions to a Fund Company to pay the proceeds of a redemption to ANY of:
 - me/us at my/our address currently on file with the Fund Company unless otherwise advised in writing;
 - my/our financial institution using account information provided to my/our Dealer (name, branch, account #);
 - the trustee of my/our registered plan/s (e.g. RRSP, RRIF, etc.);
 - the trustee of my/our spousal or common law partner registered plan/s (e.g. RRSP);
 - my/our Dealer in trust;
 - another dealer in trust;
 - another Fund Company in trust.
- This Limited Authorization does not revoke any other Limited Authorization or power of attorney that I/we may have granted to another dealer or person/s, whether signed individually or jointly with any other person/s and whether executed prior to or subsequent to the date of this Limited Authorization, unless it specifically revokes it.
- I/We agree that this Limited Authorization and all documents relating thereto be drawn up in the English language only. J'accepte/nous acceptons que la présente autorisation limitée et tous les documents s'y rapportant soient rédigés en anglais seulement.

C Investor/s Acknowledgement and Consent

The Dealer Representative may witness the signature/s of the Investor/s, but he/she may not guarantee the signature/s of the Investor/s.

I/We acknowledge that I/we have read and understand the provisions of this Limited Authorization and the Additional Information which is part of this form. I/We consent to the use of my/our personal information for administrative and processing purposes.

Investor Signature

Witness

Date

Signature Guarantee (if applicable)

Investor Signature

Witness

Date

Signature Guarantee (if applicable)

D Dealer Representative Confirmation and Acknowledgement

I, the undersigned, _____ (name and rep code) confirm: (a) that I am the Dealer Representative on record for the Investor/s named in section A above; (b) that I have reviewed the provisions of this Limited Authorization and the Additional Information at the end hereof with the Investor/s and acknowledge that I am bound by its terms. In the case of a joint account I will only implement instructions given to me in accordance with the standing authorization instructions applicable to the joint account at the time of each trade.

Signature

Date

If you are not the Advisor of Record, but are completing this form on behalf of the Advisor of Record, please complete.

Name

Rep. code

Relationship to Advisor of Record

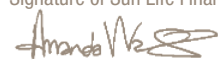
E Expiration of Limited Authorization

This Limited Authorization, and the ability to utilize the ICN, will continue indefinitely and will expire immediately upon the occurrence of any of the following events: receipt by the Dealer of written notice of revocation from me/us of this Limited Authorization (in the case of a joint account, notice of revocation can be given by any of the joint account holders); the signature by me/us of another Limited Authorization in favour of the same Dealer; the Dealer Representative leaving the Dealer; a change in my/our Dealer or Dealer Representative for my/our accounts; the Dealer or Dealer Representative ceasing to be authorized to engage in business by their respective governing regulatory authorities; bankruptcy of the Dealer, the Dealer Representative, or any account holder; the death of an account holder (whether of an individual account or any one of the joint account holders) or the death of the Dealer Representative; written notice to, or receipt of, evidence by the Dealer of the mental incapacity of an account holder (whether of an individual account or any one of the joint account holders) or the mental capacity of the Dealer Representative. The Dealer Representative referred to in this section is the individual referred to in Section D above.

F Dealer Acknowledgement and Indemnity

We, the undersigned, Sun Life Financial Investment Services (Canada) Inc., hereby acknowledge and accept the authority given under this Limited Authorization to take instructions from the Investor/s named in Section A above and to implement and convey such instructions to the Fund Company concerned on behalf of the Investor/s. We agree to indemnify the Fund Company and the mutual funds concerned against any and all claims, liabilities, damages or costs, including legal fees, that may arise as a result of the Fund Company acting on instructions provided under the authority of this Limited Authorization. We also agree to indemnify the Investor/s, the Fund Company and the mutual funds concerned against any and all claims, liabilities, damages or costs, including legal fees, that may arise as a result of us or any of our Dealer Representatives providing any instructions which are not authorized by, or in accordance with, the Investor/s instructions. We agree that delivery of a copy of this Limited Authorization or the ICN to a Fund Company, shall be binding on us and shall constitute a warranty by us to the Fund Company and the mutual funds concerned that this Limited Authorization is current and enforceable at the time of such delivery. We also undertake to retain a record of all instructions received by us from the Investor/s for subsequent review by a Fund Company, the Investor/s or the appropriate securities regulatory authorities. This agreement is binding on us and on our successors.

Signature of Sun Life Financial Investment Services (Canada) Inc. Officer



Amanda Walker, Vice-President, Operations

Dealer name and address: Sun Life Financial Investment Services (Canada) Inc.

227 King Street South, PO Box 1601
STN Waterloo, Waterloo ON N2J 4C5

SLFIS LIMITED TRADE AUTHORIZATION FORM continued

Additional Information

1. By signing this Limited Authorization, you are authorizing the Dealer to arrange for the execution on your behalf, on all current and future accounts that you conduct with the Dealer (either as individual or by the same joint account holders) of orders for: (a) purchases, (b) switches or (c) redemptions of mutual fund securities as set out in the current prospectus of the mutual fund concerned.
2. This Limited Authorization allows your Dealer to relay your instructions to a Fund Company. Your Dealer and its representatives may not authorize any transactions on your behalf without your prior specific instructions in each case.
3. Your Dealer is required to keep a record of your instructions for each transaction in your file. We recommend that you also keep a record of all instructions you give to your Dealer.
4. You should ensure that the trade confirmations that you receive correspond to your instructions.
5. When you provide instructions to your Dealer for the purchase of securities you must clearly indicate the purchase option you have selected as set out in the current prospectus of the mutual fund concerned.
6. When you give your Dealer instructions for the redemption of any mutual fund securities, you must also include details of how the proceeds should be dealt with. The options for payment are set out in paragraph 6 of section B of the Limited Authorization.
7. A Fund Company or your Dealer may, in its sole discretion, refuse to process trade instructions given under the authority of this Limited Authorization.
8. For information on the privacy policies and procedures of the Fund Company and Dealer please contact them directly.

Bankruptcy of Dealer:

1. In the event that your Dealer becomes bankrupt, you may experience significant delays in accessing your securities and you may not receive their full value.
2. Should your Dealer go bankrupt (the "trustee") will determine whether your securities are "customer name securities" under the Bankruptcy and Insolvency Act (the "Act"). If your securities are determined to be customer name securities, the trustee will so advise you and, provided you are not indebted to your Dealer, the trustee is obliged to deliver your securities to you.
3. If your securities are not considered to be customer name securities under the Act, the securities will be placed in a pool together with those of other similar investors and shared proportionately among all of you.
4. Under the Act, "customer name securities" refers to securities held in your name by the Dealer, or in the Dealer's name held on your behalf and registered in your name, or which are in the process of being registered in your name. This does not include securities that are registered in your name which, by endorsement or otherwise, are in negotiable form. It is currently unclear whether by signing this Limited Authorization you will render your securities "negotiable" or "endorsed", thereby causing them to lose their status as "customer name securities."

Fees and Commissions:

1. You may have to pay a commission to your Dealer for any orders for purchase/s or switch/es. This commission may be negotiable.
2. Charges may also apply to redemptions depending on the purchase option you originally selected.

SUN LIFE GLOBAL INVESTMENTS (CANADA) INC EDUCATION SAVINGS PLAN PLAN TEXT (Family Plan)

1. DEFINED TERMS

- (a) **Accumulated Income Payment** means any amount paid out of the Plan, other than a payment described in any of sections 14(a) and 14(c) to 14(f), to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount.
 - (b) **Applicable Grant Legislation** means the *Canada Education Savings Act* (Canada), the *Alberta Centennial Education Savings Plan Act* (Alberta), the *Taxation Act* (Quebec) with respect to the Quebec Education Savings Incentive, and any other provincial education savings plan legislation that may be enacted and come into force from time to time, as the case may be, and any regulations thereunder, as may be amended from time to time.
 - (c) **Applicable Tax Legislation** means the *Income Tax Act* (Canada), the regulations thereunder and any applicable provincial income tax legislation relating to education savings plans, all as may be amended from time to time.
 - (d) **Application** means the Subscriber's application for a **SUN LIFE GLOBAL INVESTMENTS (CANADA) INC.** Education Savings Plan.
 - (e) **Assets of the Plan** means all amounts contributed to the Plan (including transfers to the Plan from another RESP), all Government Grants received by the Plan and all earnings and gains derived from investments, net of any losses and fees, charges and disbursements payable pursuant to section 13 and any other payments from the Plan, and includes all investments and uninvested cash held from time to time by the Trustee in accordance with the Plan.
 - (f) **Beneficiary** means an individual, and **Beneficiaries** means the individuals, designated by the Subscriber in accordance with section 3, to whom or on whose behalf an Educational Assistance Payment will be paid if the individual qualifies under the Plan.
 - (g) **Designated Educational Institution in Canada** means an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Education of the Province of Quebec for the purpose of *An Act respecting financial assistance for education expenses*, R.S.Q., c. A-13.3.
 - (h) **Designated Provincial Program** means a program, such as Alberta Centennial Education Savings program, administered pursuant to an agreement entered into under section 12 of the *Canada Education Savings Act* (Canada), or a program, such as the Quebec Education Savings Incentive, established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.
 - (i) **Educational Assistance Payment** means any amount, other than a Refund of Payments, paid out of the Plan in accordance with section 10(a) to or for a Beneficiary to assist that Beneficiary to further his or her education at a Post-Secondary School Level.
 - (j) **Estate Representative** means an executor, an administrator, an administrator with the will annexed, a liquidator or an estate trustee with a will or without a will, whether one or more than one is appointed.
 - (k) **Final Contribution Date** means the last day of the 31st year following the Plan Commencement Year.
 - (l) **Final Termination Date** means the last day of the 35th year following the Plan Commencement Year.
 - (m) **Government Grants** mean:
 - (i) the Canada Education Savings grant paid or payable under section 5 of the *Canada Education Savings Act* (Canada) or under Part III.1 of the *Department of Human Resources Development Act* (Canada) as it read immediately before the coming into force of the *Canada Education Savings Act* (Canada),
 - (ii) the Canada Learning Bond paid or payable under section 6 of the *Canada Education Savings Act* (Canada),
 - (iii) the Alberta Centennial Education Savings grant paid or payable under the *Alberta Centennial Education Savings Plan Act* (Alberta),
 - (iv) the Quebec Education Savings Incentive paid or payable under the *Taxation Act* (Quebec) in respect of contributions made after February 20, 2007, and
 - (v) any grant payable under any other provincial education savings plan legislation which may be enacted and come into force from time to time, and any regulations thereunder, as may be amended from time to time.
 - (n) **Plan** means the education savings plan established by the Application and this Plan Text.
 - (o) **Plan Commencement Year** means:
 - (i) the year in which the Plan was originally entered into, or
 - (ii) where an amount has been transferred to the Plan from another RESP, the earlier of the year in which the Plan was originally entered into and the year in which the other RESP was established
 - (p) **Post-Secondary Educational Institution** means:
 - (i) a Designated Educational Institution in Canada, (ii) an educational institution in Canada that is certified by the Minister of Human Resources and Skills Development to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person's skills in, an occupation, or
 - (iii) an educational institution outside Canada that is a university, college or other educational institutional that provides courses at a Post-Secondary School Level at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks.
 - (q) **Post-Secondary School Level** includes a program of courses at an educational institution in Canada that is certified by the Minister of Human Resources and Skills Development to be an educational institution providing courses, other than courses designed for university credit, of a technical or vocational nature designed to furnish a person with skills for, or improve a person's skills in, an occupation.
 - (r) **Promoter** means **SUN LIFE GLOBAL INVESTMENTS (CANADA) INC.** or any successor Promoter under section 19.
 - (s) **Public Primary Caregiver** of a beneficiary under an education savings plan in respect of whom a special allowance is payable under the *Children's Special Allowances Act*, means the department, agency or institution that maintains the beneficiary or the public trustee or public curator of the province in which the beneficiary resides.
 - (t) **Qualifying Educational Program** means a program at a Post-Secondary School Level of not less than 3 consecutive weeks duration that requires that each student taking the program spend not less than 10 hours per week on courses or work in the program.
 - (u) **Refund of Payments** means:
 - (i) a refund of a contribution, if the contribution was made otherwise than by way of a transfer from another RESP, or
 - (ii) a refund of an amount that was paid into the Plan by way of a transfer from another RESP, where the amount would have been a refund of payments under the other RESP if it had been paid directly to a subscriber under the other RESP.
 - (v) **RESP** means a "registered education savings plan" as defined in the Applicable Tax Legislation.
 - (w) **RESP Lifetime Limit** means the "RESP lifetime limit" as defined in the Applicable Tax Legislation.
 - (x) **RSP** means a registered retirement savings plan as defined in the Applicable Tax Legislation.
 - (y) **Specified Educational Program** means a program at a Post-Secondary School Level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program.
 - (z) **Subscriber**, at any time, means:
 - (i) each individual (other than a trust) or the public primary caregiver (as defined in the Applicable Tax Legislation) identified as a Subscriber in the Application,
 - (ii) another individual (other than a trust) or another public primary caregiver who has before that time, under a written agreement, acquired a public primary caregiver's rights as a Subscriber under the Plan,
 - (iii) an individual who has before that time acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership, or
 - (iv) after the death of an individual described in any of (i) to (iii) above, any other person (including the estate of the deceased individual) who acquires the individual's right as a subscriber under the Plan or who makes contributions into the Plan in respect of a Beneficiary, but does not include an individual or a public primary caregiver whose rights as a Subscriber under the Plan had, before that time, been acquired by an individual or public primary caregiver in the circumstances described in (ii) or (iii) above.Where 2 individuals are identified as Subscribers in the Application, each individual must be a spouse or common-law partner of the other. When the context requires or permits, the singular "Subscriber" shall be read as if the plural "Subscribers" was used.
- (aa) **Trustee** means The Royal Trust Company or any replacement Trustee appointed pursuant to section 16.
- ### 2. AGREEMENT
- The application of the Subscriber for a **SUN LIFE GLOBAL INVESTMENTS (CANADA) INC.** Education Savings Plan and this Plan Text constitute an agreement between the Promoter, the Trustee and the Subscriber for an education savings plan.
- ### 3. BENEFICIARY
- The Subscriber can designate one or more individuals as Beneficiaries of the Plan provided that each such individual is connected to each living Subscriber, or was connected to a deceased original Subscriber, by blood relationship or adoption (as defined in the Applicable Tax Legislation) and provided that a designation in respect of a particular individual can only be made if:
- (a) the individual is under 21 years of age at the time of designation, or
 - (b) the individual was, immediately before the time of designation, a beneficiary under another RESP that allows more than one beneficiary at any one time.
- In addition, a designation made after 2003 of a particular individual can only be made if:
- (c) the individual's social insurance number is provided to the Promoter before the designation and the individual is resident in Canada at the time of the designation, or

- (d) the designation is made in conjunction with a transfer of property into the Plan from another RESP under which the individual was a beneficiary immediately before the transfer and, except where the individual is not a resident of Canada and was not assigned a social insurance number before the designation is made, the individual's social insurance number is provided to the Promoter before the designation.
- At any time, subject to the conditions above, the Subscriber may designate another individual to replace a Beneficiary by delivering to the Promoter written notice of such designation in a form satisfactory to, and containing the information required by, the Promoter. If more than one such replacement designation has been delivered to the Promoter, the one bearing the latest date will govern.
- 4. NOTICE OF BENEFICIARY DESIGNATION**
- Within 90 days after a Beneficiary has been designated by the Subscriber, the Promoter shall notify the Beneficiary (or, where the Beneficiary is under 19 years of age at the time of designation and either ordinarily resides with a parent or legal guardian of the Beneficiary or is maintained by a public primary caregiver (as defined in the Applicable Tax Legislation) of the Beneficiary, that parent, legal guardian or public primary caregiver) in writing of the existence of the Plan and the name and address of the Subscriber.
- 5. CONTRIBUTIONS**
- Contributions into the Plan do not include amounts paid into the Plan under or because of the Applicable Grant Legislation or, pursuant to the Income Tax Act, amounts paid into the Plan under or because of a Designated Provincial Program, or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a Public Primary Caregiver in its capacity as Subscriber under the plan).
- No contribution may be made to the Plan other than a contribution made by or on behalf of the Subscriber in respect of a Beneficiary or a contribution made by way of transfer from another RESP, provided that either:
- (a) the Beneficiary is resident in Canada when the contribution is made and, unless the Plan was entered into before 1999, the Beneficiary's social insurance number is provided to the Promoter before the contribution is made, or
- (b) the contribution is made by way of transfer from another RESP under which the Beneficiary was a beneficiary immediately before the transfer.
- Notwithstanding the foregoing:
- (c) a contribution in respect of a Beneficiary can only be made if:
- (i) the Beneficiary is under 31 years of age at the time of the contribution, or
- (ii) the contribution is made by way of transfer from another RESP that allows more than one beneficiary at any one time,
- (d) no contribution shall be less than the minimum contribution amount, if any, established by the Promoter from time to time,
- (e) no contribution may be made to the Plan by or on behalf of the Subscriber after the Final Contribution Date, and
- (f) a contribution by way of transfer from another RESP will not be permitted if the other RESP has made an accumulated income payment.
- The Subscriber is solely responsible for ensuring that the total amount of contributions made in respect of each Beneficiary under the Plan and any other RESPs does not exceed the RESP Lifetime Limit.
- 6. GOVERNMENT GRANTS**
- Where a Beneficiary is eligible for Government Grants under the Applicable Grant Legislation, at the request of the Subscriber and upon completion and delivery of all forms required under the Applicable Grant Legislation and by the Promoter, the Promoter will apply for Government Grants in respect of the Beneficiary. The Promoter and the Trustee are not responsible for determining whether the Beneficiary is eligible for Government Grants.
- The Promoter will cause the Trustee to pay out of the Assets of the Plan any refund of Government Grants required under the Applicable Grant Legislation and Applicable Tax Legislation.
- 7. INVESTING**
- The Assets of the Plan will be invested in accordance with the Subscriber's instructions, in a form satisfactory to the Promoter, provided that any proposed investment complies with the Promoter's investment requirements, if any, communicated to the Subscriber from time to time. The Promoter may, in its sole discretion, retain a portion of the Assets of the Plan in cash for the administration of the Plan. If the Plan has a cash deficit, as determined by the Promoter in its sole discretion, the Promoter may cause the realization of investments in the Plan, at the Promoter's choosing, to cover such cash deficit including for the purposes of paying expenses, taxes, fees and other amounts including for greater certainty, fees and other amounts payable under section 13.
- Any uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee. The interest payable to the Plan in respect of such cash balances will be determined by the Promoter from time to time in its sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Promoter for inclusion in the Plan and the Promoter shall credit the Assets of the Plan with appropriate interest. The Trustee shall have no responsibility to ensure the interest is included in the Assets of the Plan by the Promoter and will not be liable if such inclusion is not made.
- Any segregated fund investments will be held in nominee name. The Promoter and Subscriber shall designate the Trustee as the beneficiary under any segregated fund held under the Plan. Upon the death of the Subscriber, the proceeds of the segregated fund shall be paid to the Plan and form part of the Assets of the Plan to be dealt with according to the terms of this Plan Text.
- It is the sole responsibility of the Subscriber to select investments of the Plan and to determine whether any investment should be purchased, sold or retained by the Plan. In the absence of any instructions from the Subscriber, the Promoter may, in its sole discretion, cause the realization of sufficient investments to permit the payment of any amounts required to be paid under the Plan.
- The investment of the assets of the Plan shall not be limited in any way to investments authorized for trustees under, or to the criteria in planning or the requirements for diversifying the investment of the assets of the Plan as may be prescribed for trustees by, any applicable federal, provincial or territorial legislation.
- It is the sole responsibility of the Subscriber to ensure that investments of the Plan are and remain "qualified investments" for RESPs within the meaning of the Applicable Tax Legislation.
- 8. CORPORATE ACTIONS**
- The Promoter and the Trustee will not have any duty or responsibility to vote, subscribe, convert or tender the Assets of the Plan in respect of any merger, consolidation, reorganization, receivership, bankruptcy, insolvency proceedings, take-over bids, issuer bids, rights offerings or similar events with respect to the investments of the Plan, except in accordance with a direction from the Subscriber.
- 9. REFUND OF PAYMENTS**
- At any time, the Subscriber may, in a written form satisfactory to the Promoter, request a Refund of Payments, such amount not to exceed the value of the Assets of the Plan less the total amount of all Government Grants held in the Plan.
- Within 30 days of receipt of the written request by the Promoter (or such shorter period as the Promoter may determine in its sole discretion), the Refund of Payments will be paid to the Subscriber or to a Beneficiary if so directed by the Subscriber in writing.
- Where there is more than one Subscriber at the time a Refund of Payments is requested, the Refund of Payments is deemed to be owed to both Subscribers jointly and may be paid to either both Subscribers or to either one of them, as directed by the Subscribers. Absent such direction, the Refund of Payments will be paid to both Subscribers jointly. Any Refund of Payments made to one or both Subscribers, as the case may be, shall constitute a valid discharge to the Promoter and Trustee for the Refund of Payments paid.
- 10. EDUCATIONAL ASSISTANCE AND OTHER PAYMENTS**
- Upon receipt of instructions from the Subscriber in a form satisfactory to the Promoter, the Promoter shall cause the Trustee to pay out of the Assets of the Plan, including any Government Grants held in the Plan subject to the provisions of the Applicable Grant Legislation, such amount or amounts as the Subscriber directs:
- (a) to or for a Beneficiary as an Educational Assistance Payment
- (i) provided either that the Beneficiary
- A. is enrolled at a Post-Secondary Educational Institution as a student in a Qualifying Educational Program, or
- B. has attained the age of 16 years and is enrolled as a student in a Specified Education Program; and
- (ii) further provided either that the Beneficiary
- A. has satisfied the condition set out in section 10(a)(i)A., and
- a) has done so throughout at least 13 consecutive weeks in the 12-month period that ends at that time, or
- b) the total of the Educational Assistance Payment and all other education assistance payments made under this Plan and any other RESP of the Promoter to or for the Beneficiary in the 12-month period that ends at that time does not exceed \$5,000 or any greater amount that the Minister designated for the purposes of the *Canada Education Savings Act* (Canada) approves in writing with respect to the Beneficiary, or
- B. satisfies the condition set out in section 10(a)(i)B. and the total of the payment and all other educational assistance payments made under a RESP of the Promoter to or for the Beneficiary in the 13-week period that ends at that time does not exceed \$2,500 or any greater amount that the Minister designated for the purpose of the *Canada Education Savings Act* (Canada) approves in writing with respect to the Beneficiary.
- Notwithstanding the above, an Educational Assistance Payment may be paid at any time in the six-month period immediately following the time at which the Beneficiary ceases to be enrolled as a student in the Qualifying Educational Program or the Specified Educational Program if the Educational Assistance Payment would have complied with the above requirements had it been made immediately before that time.
- The Trustee will cause all or a portion of each Educational Assistance Payment to be paid from any Government Grants held in the Plan as permitted by and pursuant to the terms of the Applicable Grant Legislation. The Promoter will determine whether the conditions for paying an Educational Assistance Payment have been satisfied and such determination shall be final and binding on the Subscriber and Beneficiary;
- (b) to, or to a trust in favour of, a Designated Educational Institution in Canada;
- (c) to another RESP so long as no Accumulated Income Payment has been paid under section 10(d); or
- (d) as an Accumulated Income Payment provided that:
- (i) the payment is made to, or on behalf of, a Subscriber who is resident in Canada for tax purposes when the payment is made,
- (ii) the payment is not made jointly to, or on behalf of, more than one Subscriber, and
- (iii) any of
- A. the payment is made after the 9th year that follows the year of the Plan Commencement Year and each individual (other than a deceased individual) who is or was a Beneficiary has attained 21 years of age before the payment is made and is not, when the payment is made, eligible under the Plan to receive an Educational Assistance Payment,
- B. the payment is made in the 35th year following the Plan Commencement Year, or
- C. each individual who was a Beneficiary is deceased when the payment is made.
- At the Subscriber's request and on receipt of the requisite supporting documentation, where a Beneficiary suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution, the Promoter will apply to the Minister of National Revenue for permission to waive the condition in section 10(d)(iii) (A) for making Accumulated Income Payments.
- Where there is more than one Subscriber at the time an Accumulated Income Payment is requested, the payment shall be made to the Subscriber who requested it. Any such payment made to either one of the Subscribers, as requested, shall constitute a valid discharge to the Promoter and Trustee for the payment made.
- 11. TERMINATION**
- The Plan will be terminated on the earliest of the following dates:
- (a) the date indicated by the Subscriber in the Application or such other date designated by the Subscriber by written instrument satisfactory to the Promoter. (If more than one such instrument has been delivered to the Promoter, the one bearing the latest date will govern.),
- (b) the last day of February in the year following the year in which the first Accumulated Income Payment is made from the Plan,
- (c) the date the registration of the Plan as a RESP is revoked by the Minister of National Revenue, and
- (d) the Final Termination Date.
- Where any Assets of the Plan remain on or immediately before the termination of the Plan, the Promoter shall cause the Trustee to pay from the Assets of the Plan:
- (e) any fees or charges that remain unpaid,
- (f) a Refund of Payments to the Subscriber in the amount that would be permitted under section 9,
- (g) a repayment of any Government Grants as required under the Applicable Grant Legislation, and
- (h) any amount remaining in the Plan after the payments described in (e), (f) and (g) above, to the Designated Educational Institution in Canada designated by the Subscriber or, where such designation has not been made, chosen by the Promoter.
- 12. DESIGNATED EDUCATIONAL INSTITUTION IN CANADA**
- The Subscriber shall designate a Designated Educational Institution in Canada in the Application. At any time, the Subscriber may change the Designated Educational Institution in Canada by delivering to the Promoter written notice of such change in a form satisfactory to, and containing the information required by, the Promoter. If more than one such notice has been delivered to the Promoter, the one bearing the latest date will govern.
- 13. FEES AND CHARGES**
- Subject to any limitations in the Applicable Grant Legislation, the Promoter and the Trustee shall be entitled to such reasonable fees and charges as may be established from time to time for their services under the Plan and to reimbursement for all costs and disbursements (including all taxes) reasonably incurred in the performance of their duties hereunder including brokerage fees, commissions and other expenses incurred in the making of any investment. The Promoter and the Trustee are entitled to change the amount of such fees or charges in the future, upon reasonable notice to the Subscriber. Unless paid directly to the Promoter and Trustee, all amounts payable pursuant to this section (together with any applicable taxes) shall be charged against, and deducted from, the Assets of the Plan (excluding any Government Grants) in such manner as the Promoter and the Trustee determine and the Promoter may, in its sole discretion, cause the realization of investments held in the Plan, at the Promoter's choosing, for the purpose of paying such fees and other amounts.
- The Subscriber authorizes both the Promoter and the Trustee, together or separately, to appoint and employ agents to who both may delegate, respectively any of the Promoter's and the Trustee's powers, duties and responsibilities under the Plan.
- 14. APPOINTMENT AND RESPONSIBILITIES OF TRUSTEE**
- The Trustee agrees to act as trustee of the Assets of the Plan and shall, subject to the payment of fees and charges pursuant to section 13, irrevocably hold, invest and reinvest the Assets of the Plan for the following purposes:
- (a) the payment of Educational Assistance Payments,
- (b) the payment of Accumulated Income Payments,
- (c) the Refund of Payments,
- (d) the repayment of amounts (and the payment of amounts related to that repayment) under the *Canada Education Savings Act* (Canada) or under a Designated Provincial Program,

- (e) the payment to, or to a trust in favour of, Designated Educational Institutions in Canada, or
(f) the payment to a trust that irrevocably holds property pursuant to a registered education savings plan for any of the purposes set out in (a) to (e) above.

The Trustee shall file all information returns and other documents in respect of the Plan as required under the Applicable Tax Legislation and the Applicable Grant Legislation.

15. SELF-DEALING

The Trustee's services are not exclusive and, subject to the limitations otherwise provided in these terms and conditions on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefor and without being in breach of these terms and conditions.

16. REPLACING THE TRUSTEE

The Trustee may resign as trustee of the Plan by providing written notice of such resignation within the notice period agreed upon by the Promoter and the Trustee in writing. The Trustee will resign upon receiving 90 days' written notice from the Promoter so long as it is satisfied that the proposed replacement Trustee will properly assume and fulfill the Trustee's duties and liabilities hereunder.

Upon receiving notice of resignation from the Trustee, or upon providing notice to the Trustee to resign, the Promoter shall forthwith select a replacement Trustee. If the Promoter fails to nominate a replacement Trustee within 30 days after receipt of the notice of resignation or providing the notice to the Trustee to resign, the Trustee shall be entitled to appoint a replacement Trustee. The resignation of the Trustee will not be effective until the replacement Trustee has been appointed and until notice of the replacement has been provided by the Promoter to the Minister of Human Resources and Skills Development and any other governmental authority which may require such notice.

Upon the appointment of a replacement Trustee, the replacement Trustee shall, without further act or formality, be and become the Trustee hereunder and, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the Assets of the Plan as if the replacement Trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement Trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement Trustee.

Any replacement Trustee must be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a trustee.

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee will become the replacement Trustee without further act or formality, subject to prior notice being provided to the Minister of Human Resources and Skills Development and any other governmental authority which may require such prior notice.

The Promoter shall give notice of the replacement of the Trustee to the Subscriber, the Minister of National Revenue, and any other governmental authority which may require such notice.

17. RESPONSIBILITIES OF THE PROMOTER

The Promoter has ultimate responsibility for the Plan, including the administration of the Plan in accordance with these terms and conditions. The Promoter will apply for the registration of the Plan as a RESP in accordance with the Applicable Tax Legislation.

The Promoter shall file all information returns and other documents in respect of the Plan as required under the Applicable Tax Legislation and the Applicable Grant Legislation.

18. STATEMENTS AND RECORDS

The Promoter will maintain an account for the Plan in which will be recorded:

- contributions to the Plan by or on behalf of the Subscriber,
- investments, investment transactions and investment income, gains and losses,
- amounts and recipients of Educational Assistance Payments,
- amounts transferred to another RESP,
- Government Grants repayments,
- amounts paid to Designated Educational Institutions in Canada,
- the Refund of Payments available to be made to the Subscriber and the Refunds of Payments already made,
- the amount of fees and other charges payable by the Plan,
- Accumulated Income Payments, and
- the balance of any Government Grants held in the Plan and any other information required under an agreement between the Promoter and the Department of Human Resources and Skills Development Canada and any other governmental authority respecting Government Grants.

An annual (or more frequent at the sole discretion of the Promoter) statement will be sent to the Subscriber showing the transactions affecting the Plan for the preceding year.

19. REPLACING THE PROMOTER

Provided the written consent of the Trustee has been obtained, such consent not to be unreasonably withheld, at any time, the Promoter may assign its rights and obligations under the Plan to any other corporation resident in Canada that is authorized to assume and discharge the obligations of the Promoter under the Plan so long as prior notice has been provided by the Promoter to the Minister of Human Resources and Skills Development and any other governmental authority which may require such prior notice. Any such assignee shall execute any agreements and other documents that are necessary for the purpose of assuming such rights and obligations.

The successor Promoter shall give notice of the replacement of the Promoter to the Subscriber, the Minister of National Revenue, any other governmental authority which may require such notice.

20. LIMITATION OF LIABILITY OF TRUSTEE AND PROMOTER

The Promoter and the Trustee shall not be liable for any loss or damage suffered or incurred by the Plan, a Subscriber or a Beneficiary as a result of the purchase, sale or retention of any investment including any loss resulting from the Promoter or the Trustee acting on the direction of an agent appointed by a Subscriber to provide investment direction.

The Promoter and the Trustee shall not be liable in their personal capacity for any tax, interest or penalty which may be imposed on the Trustee in respect of the Plan under Applicable Tax Laws, as a result of payments out of the Plan or the purchase, sale or retention of any investment (including any investment that is not a "qualified investment" within the meaning of the Applicable Tax Legislation).

The Subscriber will at all times indemnify the Promoter and the Trustee and save the Promoter and the Trustee harmless in respect of any Government Grant repayments required to be made or taxes which may be imposed on the Promoter or the Trustee as a result of the acquisition, retention or transfer of any investments or as a result of payments or distributions out of the Plan made in accordance with these terms and conditions or as a result of the Promoter or the Trustee acting or declining to act upon any instructions given to the Promoter or the Trustee, whether by the Subscriber or any agent appointed by the Subscriber to provide investment direction.

21. AMENDMENTS TO THE PLAN

The Trustee or Promoter may change the terms of this Plan Text periodically. The Subscriber will be provided with notice of any such changes. No change to these terms and conditions shall have the effect of disqualifying the Plan as a RESP or disqualifying a Beneficiary as a recipient of Government Grants under the Applicable Grant Legislation and any change may be retroactive.

22. NOTICE

Any notice given by the Subscriber to the Promoter or Trustee shall be sufficiently given if delivered to the office of the Promoter where the Plan is administered or, if mailed, postage prepaid, addressed to the Promoter at such office and shall be deemed to have been given on the date such notice is delivered or received by the Promoter.

Any notice, statement or receipt to be given by the Promoter to the Subscriber shall be sufficiently given if delivered personally to the Subscriber or, if mailed, postage prepaid, addressed to the Subscriber at the address set out in the Application unless the Subscriber or, where applicable, the Subscriber's Estate Representative or personal representative has notified the Promoter of a new address. Any such notice, statement or receipt shall be deemed to have been given at the time of personal delivery to the Subscriber or, if mailed, on the third day after mailing.

23. SUBSCRIBER INSTRUCTIONS

All directions, instructions, designations and other information to be provided under the Plan by the Subscriber must be in a form acceptable to the Promoter and the Trustee.

24. PRIVACY

The Subscriber agrees that any information provided by the Subscriber to the Promoter may be used by and shared between the Trustee, the Government of Canada and the applicable province or territory as required for the administration of the Plan in accordance with these terms and conditions, Applicable Grant Legislation, Applicable Tax Legislation and otherwise in accordance with applicable laws.

25. DATE OF BIRTH AND RESIDENCY

The Subscriber's statement of a Beneficiary's date of birth on the Application or a written designation shall be deemed to be a certification of the Beneficiary's age and an undertaking by the Subscriber to provide any further evidence of proof of age as may be required by the Promoter.

The Trustee and Promoter shall be entitled to rely upon the Promoter's records as to the current address of the Beneficiary and the Subscriber as establishing his or her respective residency and domicile for the operation of the Plan and any payments from it, subject to the receipt of any written notice to the contrary respecting a change in residency or domicile prior to such payment being made.

26. SUBSCRIBER DEATH

The Promoter and the Trustee are each authorized as each determines advisable in its sole discretion to release any information about the Plan after the Subscriber's death to either the Subscriber's Estate Representative or a Beneficiary, or both. If the Beneficiary is a minor at the time of his or her death, such information may be released to his or her custodial parent, legal guardian or Public Primary Caregiver.

Where a Subscriber dies at a time when there are two Subscribers:

- if the Plan was opened outside of the Province of Quebec, the survivor shall assume all rights, privileges and obligations of the deceased Subscriber and the heirs, successors, assigns and legal representatives of the deceased Subscriber shall have no rights under the Plan; or
- if the Plan was opened in the Province of Quebec, the *Civil Code of Quebec* and other applicable laws will apply.

27. PAYMENT INTO COURT

If there is a dispute about who is legally authorized to direct and receive payments from the Plan after the death of the Subscriber, the Promoter and the Trustee are entitled to either apply to the court for directions or to pay all or a portion of the Assets of the Plan into court and, in either case, fully recover any legal costs incurred in this regard as a cost or disbursement in respect of the Plan. The Promoter and the Trustee will not be liable for any penalty, or any loss or damage resulting from the repayment of Government Grants as required under the Applicable Grant Legislation, that may occur as a result of any such payment of Assets of the Plan into court.

28. HEIRS, REPRESENTATIVES AND ASSIGNS

These terms and conditions shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives and assigns of the Subscriber and upon the respective successors and assigns of the Trustee and the Promoter and their directors, officers, employees and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives and assigns.

29. LANGUAGE

The parties hereto have requested that all documents relating to the Plan be in English. Les parties ont demandé que tout document se rapportant au régime soit en anglais.

30. GOVERNING LAW

The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Subscriber expressly agrees that any action arising out of or relating to the Plan shall be filed only in a court located in Canada and the Subscriber irrevocably consents and submits to the jurisdiction of such court for the purposes of litigating any such action.

Pre-Authorized Debit Terms and Conditions

- By signing this form, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.

- You authorize the Fund Company/Companies indicated in this agreement to debit the bank account provided for the amount(s) and in the frequencies instructed. If additional space is required a separate sheet may be attached.
- If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD where the payor and the payee are the same.
- You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.
- You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- You may change these instructions or cancel this plan at any time, provided that the relevant Fund Company receives at least 10 business days notice by phone or by mail. Please consult each individual Fund Company to see if this may be reduced or waived. Contact information for the Fund Companies may be found at http://www.fundserv.com/english/code/fund_active.shtml. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca. You agree to release the financial institution of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution.
- The specified Fund Company is authorized to accept changes to this agreement from my registered dealer or my financial advisor in accordance with the policies of that company, in accordance with the disclosure and authorization requirements of the CPA.
- You agree that the information in this form will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

