

# Tax-free savings account New account application form

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## 1 Account Holder information

If no language preference is indicated, English will be selected

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

Last name First name Middle initial(s)

Street address Suite number

City Province Postal Code

Email address (optional)

Y | Y | Y | Y | M | M | D | D

Birth date

M | A | N | D | A | T | O | R | Y

Social Insurance Number

Telephone (Home)

Telephone (Business)

## 2 Dealer and Representative information

Dealer name

MANDATORY Dealer number MANDATORY Rep. number

Representative's name

Email address (optional)

Telephone

I confirm that all the identification details provided in this form match the original identification documents shown to me. I also confirm I have reviewed the details provided in this form with the Account holder and to the best of my knowledge, these details are full, complete and true. I have made reasonable efforts to determine if the Account holder is acting on behalf of a third party.

Representative's signature

## 3 Investment instructions

Initial contribution funded by:  Transfer from another TFSA account # \_\_\_\_\_ (attached copy of transfer form\*)  
 Cheque  Debit bank account in section 6  Wire Order (W/O)

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

Fund number	Fund name (optional)	Purchase amount	Percentage %**	Sales charge %	W/O number	PAC amount	SWP/AWD amount
		\$				\$	\$
		\$				\$	\$
		\$				\$	\$
		\$				\$	\$
		\$				\$	\$
		\$				\$	\$
Total purchase amount		\$	100%		Total PAC amount	\$	\$
		Complete section 6 (if applicable)				Complete sections 4 & 6 (if applicable)	Complete sections 5 & 6 (if applicable)

\*Send original to relinquishing institution to initiate transfer.

\*\*For transfers-in only.

\*\*\*Redeem sufficient units/shares to provide payment:

Net of fees OR  Gross of fees

## 4 Pre-authorized chequing (PAC) plan - frequency and start date

Frequency:  Weekly (once a week)  Bi-weekly (every other week)  Semi-monthly (twice a month)\*  Monthly (once a month)  
 Bi-monthly (every other month)  Quarterly  Semi-annually  Annually

Start date: Y | Y | Y | Y | M | M | D | D (The frequency selected, excluding semi-monthly will begin as of the start date indicated)

\*Specify day of the month for semi-monthly: [D] and [D]. If no selection is made, default will be the 1<sup>st</sup> and 15<sup>th</sup> of each month.

## 5 Systematic withdrawal plan (SWP) / Automatic withdrawal plan (AWD) - frequency and start date

Frequency:  Weekly (once a week)  Bi-weekly (every other week)  Semi-monthly (twice a month)\*  Monthly (once a month)  
 Bi-monthly (every other month)  Quarterly  Semi-annually  Annually

Start date: Y | Y | Y | Y | M | M | D | D (The frequency selected, excluding semi-monthly will begin as of the start date indicated)

\*Specify day of the month for semi-monthly: [D] and [D]. If no selection is made, default will be the 1<sup>st</sup> and 15<sup>th</sup> of each month.

**6 Banking information**

This is mandatory if the initial contribution is funded by a bank account or if a PAC/SWP/AWD set up

# Please attach VOID cheque here

Signature(s) required if bank account holder(s) is (are) other than the Account holder in section 1.

For a joint bank account, all bank account holders must sign if more than one signature is required on cheques issued against the bank account. By signing below, you confirm that you have read and agreed to the Pre-Authorized Debit Terms and Conditions indicated below the Trust Agreement on the back of this agreement.

Transit  Institution code  Account number

Bank account holder's signature \_\_\_\_\_ Date   Joint bank account holder's signature \_\_\_\_\_ Date  (if applicable)

**7 Systematic transfer plan (STP) / Dollar cost averaging (DCA)**

Transfer securities from one fund to another Frequency:  Weekly (once a week)  Bi-weekly (every other week)  Semi-monthly (twice a month)\*  Monthly (once a month)  Bi-monthly (every other month)  Quarterly  Semi-annually  Annually

Start date:  (The frequency selected, excluding semi-monthly will begin as of the start date indicated)

\*Specify day of the month for semi-monthly:  and . If no selection is made, default will be the 1<sup>st</sup> and 15<sup>th</sup> of each month.

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

From		To		Amount
Fund number	Fund name (optional)	Fund number	Fund name (optional)	
				\$
				\$

**8 Successor Account Holder and/or Beneficiary designation**

Note to Account Holders domiciled in Quebec: Successor Account Holder and / or Beneficiary designations are not accepted in Quebec.

### Successor Account Holder designation

Where permitted by law, I hereby designate my spouse or common-law partner ("Spouse"), named below, to become the Account Holder and acquire my rights as the Holder of the Account in accordance with the terms of the Trust Agreement in the event of my death before termination of the Account, if he or she survives me. I reserve the right to change or revoke this designation as permitted by law, in accordance with the terms of the Trust Agreement.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last name	First name	Middle initial(s)	Social Insurance Number

### Beneficiary designation

If I have not designated my Spouse as Success Account Holder, or if I have but he or she has not survived me, and where permitted by law, I hereby designate each person named below as a beneficiary of the Account entitled to receive all or a portion of the amounts payable under the Account in accordance with the terms of the Trust Agreement in the event of my death, before termination of the Account, if he or she survives me. I reserve the right to change or revoke this designation as permitted by law, in accordance with the terms of the Trust Agreement.

Last name	First name	Middle initial(s)	Relationship to Account Holder	Allocation
				%
				%
				%
				%
				100%

If necessary, use a separate sheet to provide details for additional Beneficiaries and check here:

I acknowledge that:

- the beneficiary designation will take effect on my death only if no Successor Account Holder designation takes effect.
- if I have made a Successor Account Holder designation and that person survives me and is my spouse as defined by the *Income Tax Act* at the time of my death, he or she shall become the Successor Account Holder of the Account.
- this Successor Account Holder and Beneficiary designation forms part of the Application and Trust Agreement for the Account and will apply to all property held under the Account on my death.
- I declare that any property passing to a Successor Account Holder or Beneficiary from the Plan, the value of such property, and any and all income or capital gain or other benefit arising from such property, shall remain the exclusive property of a Successor Account Holder or Beneficiary and shall be excluded from a Successor Account Holder's or Beneficiary's net family property or community of property or the value of a Successor Account Holder's or Beneficiary's assets for the purposes of division of property on a Successor Account Holder's or Beneficiary's separation, divorce, annulment or death as contemplated by any statute dealing with matrimonial or family property in any jurisdiction to the extent allowed by law.
- this Successor Account Holder or Beneficiary designation will not automatically change as a result of a future relationship or relationship breakdown and it may be necessary to complete a new designation form this purpose.
- in certain provinces and territories, a disposition of the Account in the event of my death can only be made by Will, and I am solely responsible for ensuring that this Successor Account Holder and Beneficiary designation is valid under the laws of Canada, its provinces or territories and that it is changed when appropriate.
- if I am domiciled in Canada when I die, this Successor Account Holder and Beneficiary designation will be governed by the laws of the province or territory of my domicile at the time of my death.
- if I am not domiciled in Canada when I die, the laws of the province or territory where I was domiciled at the time of execution of this form, provided that was in Canada, will apply. Otherwise, the laws of Ontario will apply.
- without indicating how the amounts payable under the Account are to be shared among them, or if the shares do not add up to 100%, then such amounts will be divided equally among them; and
- if any designated beneficiary predeceases me or dies at the same time as me or in circumstances rendering it impossible to determine which died first, and I have not indicated how the amounts payable under the Account are to be shared among the remaining beneficiaries or the shares do not add up to 100%, the amount allocated to the deceased person will be divided equally among the surviving designated beneficiaries.

**9 Authorization**

**This is mandatory**

By signing below, I hereby consent and agree to allow Sun Life Global Investments and The Royal Trust (as defined below) and their agents and service providers (the “Parties”) to collect personal information (“Information”) about me and to use such Information to administer the Account, including executing my transactions and reporting to me and my advisor, to provide me with the services I request or which are required to be provided to me by law or applicable regulatory policies; and as otherwise required by law.

I also consent to the Parties: (i) disclosing Information to anyone who works with or for them as needed to administer the Account or as required by law or by applicable regulatory policies; and (ii) using and disclosing my social insurance number as required by law, including for income tax reporting purposes. The Parties may make the Information available to their employees, agents and service providers, who are required to maintain the confidentiality of the Information. In the event a service provider is located outside of Canada, the service provider is bound by, and the Information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. The Parties may also use the Information to manage their risks and operations and those of their affiliates and to comply with valid requests for information about me from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If I provide personal information about a third party (such as my spouse or beneficiary), I shall have first obtained appropriate consent from that third party to the collection, use and disclosure of their personal information by any Party in the course of the administration of the Account and for the purpose for which I have provided it to any Party. Each Party may keep Information in its records for as long as it is needed for the purposes described herein and as required by law.

I understand that a file of Information will be established and maintained for each Fund participant and that only employees of the Parties who need to access the file in performing their duties shall have such access. I have the right to access my file(s) and request rectification of any Information therein that may be obsolete or incorrect by writing to the Sun Life Global Investments.

**To: The Royal Trust Company (the “Trustee”):** I am applying to open a Sun Life Global Investments Tax-Free Savings Account (“the Account”) and request that the Trustee file an election with the Minister of National Revenue to register this qualifying arrangement as a Tax-Free Savings Account under section 146.2 the *Income Tax Act* (Canada).

I will notify Sun Life Global Investments, in a form acceptable to Sun Life Global Investments and the Trustee, should I no longer be a resident in Canada. I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.

I acknowledge that I must and will notify Sun Life Global Investments should I wish to use my interest or right in the Account as security for a loan or other indebtedness.

I acknowledge and agree to be bound by the terms and conditions of this Account as set out in this Application, the Trust Agreement, and any relevant addendum to the Account.

I have requested this application form and all other documents relating hereto to be in English. J’ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

Where the Account does not satisfy the registration requirements or the Canada Revenue Agency does not accept the Account for registration, I authorize Sun Life Global Investments to open an Investment account in my name and maintain the Account assets in that Investment account. I understand that I will solely be responsible for any Taxes relating to these Investment account assets.

I request that Sun Life Global Investments (Canada) Inc. (“Sun Life Global Investments”) purchase, redeem or exchange units/shares of the investments as indicated in the instructions provided in this application or in subsequent instructions provided by me. I have received the current Simplified Prospectus and/or applicable Fund Facts of the investment(s) purchased and understand that these transactions are made under the terms and conditions found in the Simplified Prospectus, Fund Facts, any applicable client account agreement(s) and the Pre-Authorized Chequing terms and conditions (where applicable).

**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 account(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 and third party service providers who are responsible for the administration, processing and servicing of your accounts(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](http://www.sunlifeglobalinvestments.com), or to obtain information about our privacy practices, send a written request by email to [privacyofficer@sunlife.com](mailto:privacyofficer@sunlife.com), or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto, ON M5V 3C5.

I hereby acknowledge having read the provisions contained in the “Sun Life Financial Privacy Statement for Canada” contained in this Application, and I hereby agree to them.

**Leverage: Not available for Registered Account:** I acknowledge that I must and will notify the Agent should I wish to use my interest or right in the Account as security for a loan or other indebtedness. Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines. If you decide to borrow money or use credit to make an investment, always consider the cost of borrowing. Using borrowed money for investments involves more risk than making an investment with cash resources.

This application is accepted by the undersigned in accordance with the Trust Agreement printed on the reverse side of this Application. Sun Life Global Investments as agent for The Royal Trust Company, Trustee

 \_\_\_\_\_  
Account Holder’s signature

\_\_\_\_\_  
Province/Territory of execution

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

 \_\_\_\_\_  
X Authorized signature

# Sun Life Global Investments Tax-Free Savings Account Trust Agreement

1. **Definitions.** Whenever used in this Trust Agreement or the Application, any capitalized terms shall have the meanings given to them below:

"Account" means the tax free savings account established for the Holder;

"Agent" means Sun Life Global Investments (Canada) Inc. ("Sun Life Global Investments") and its successors and assigns;

"Applicable Laws" means the Tax Act and such other laws of Canada and of the provinces and territories applicable hereto;

"Application" means the Holder's application to the Agent to establish the Account;

"Contribution" means a contribution of cash or any Qualified Investment;

"Distribution" means a payment out of or under the Account in satisfaction of all or part of the Holder's interest therein;

"Estate Documents" means proof of the Holder's death and such other documents including Letters Probate of the Holder's will as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Holder's death;

"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 so appointed;

"Expenses" means all (i) costs, (ii) charges, (iii) commissions, (iv) investment management fees, brokerage fees and other fees, (v) legal expenses and (vi) out-of-pocket expenses incurred from time to time in relation to the Account;

"Former Spouse" means the individual who is considered by the Applicable Laws to be the Holder's former Spouse;

"Holder" means the individual of a "qualifying arrangement" to be in accordance with subsection 146.2(1) of the Tax Act;

"Proceeds" means the Property, less any applicable Expenses and Taxes;

"Prohibited Investment" means Property (other than prescribed excluded Property as that term is defined in the Tax Act) that is:

(a) a debt of the Holder;

(b) a share of the capital stock of, an interest in or a debt of:

(i) a corporation, partnership or trust in which the Holder has a significant interest;

(ii) a person or partnership that does not deal at arm's length with the Holder or with a person or partnership described in subparagraph (i);

(c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or

(d) prescribed property (as that term is defined in the Tax Act);

"Property" means any property, including the income on it, the proceeds from it and any cash, held in the Account from time to time;

"Qualified Investment" means any investment which is a qualified investment for a TFSA according to the Tax Act;

"Spouse" means an individual who is considered by the Tax Act to be the Holder's spouse or common-law partner;

"Survivor" of the Holder means an individual who is, immediately before the Holder's death, a Spouse of the Holder;

"Tax Act" means the Income Tax Act (Canada);

"Taxes" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under Applicable Laws;

"TFSA" means a tax free savings account, which is a "qualifying arrangement" (as that term is defined in the Tax Act) the issuer of which has elected, in the form and manner prescribed by the Tax Act, to register as a TFSA;

and

"Trustee" means The Royal Trust Company in its capacity as trustee and issuer of the arrangement governed by this Trust Agreement, and its successors and assigns.

2. **Acceptance of Trust.** The Trustee agrees to act as trustee of the Account, which is to be maintained for the exclusive benefit of the Holder, and to administer the Property in accordance with the terms of this Trust Agreement.

3. **Appointment of Agent.** The Trustee has appointed Sun Life Global Investments (the "Agent") as its agent to perform certain duties relating to the operation of the Account. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Account remains with the Trustee.

4. **Registration.** Subject to the Holder having attained at least 18 years of age, the Trustee agrees to elect, in the manner and form prescribed by the Tax Act, to register the arrangement governed by this Trust Agreement as a TFSA under the social insurance number of the Holder. For greater certainty, unless the Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Tax Act, susceptible of being registered as a tax free savings account.

5. **Account.** The Agent shall maintain an account for the Holder which will record particulars of all Contributions, investments, Distributions and transactions under the Account, and shall mail to the Holder, at least annually, a statement of account.

6. **Contributions.** Only the Holder may make Contributions to the Account, in such amounts as are permitted under the Tax Act, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Holder to ensure that the amount of Contributions are within the limits permitted under Tax Act.

7. **Distributions to Reduce Tax.** Notwithstanding any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, any Distributions may be made at any time to reduce the amount of Taxes otherwise payable by the Holder as a result of excess Contributions made contrary to the Tax Act.

8. **Tax Information.** The Trustee shall provide the Holder with appropriate information slips for income tax purposes and such other information as may be required under the Applicable Laws.

9. **Delegation by Trustee.** The Holder expressly authorizes the Trustee to delegate to the Agent the performance of the following duties of the Trustee:

(a) receiving Contributions;

(b) receiving transfers of Property;

(c) investing and reinvesting the Property as directed by the Holder;

(d) registering and holding the Property in the Trustee's name, the Agent's name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;

(e) maintaining records, including information concerning the Survivor and the designation of beneficiaries, where applicable;

(f) providing to the Holder statements of account at least annually;

(g) preparing all government filings and forms;

(h) making Distributions pursuant to the provisions hereof; and

(i) such other duties and obligations of the Trustee as the Trustee in its sole discretion may from time to time determine.

The Holder acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties, subject to paragraph 3.

10. **Investment of the Property.** The Property shall be invested and reinvested on the directions of the Holder (or the Holder's agent) without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Holder to provide such documentation in respect of any investment or proposed investment as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee's requirements at that time. Subject to the appointment of an agent as contemplated in paragraph 12, no one other than the Holder and the Trustee shall have rights under the Account relating to the investment and reinvestment of the Property.

11. **Segregated Funds.** Segregated funds forming part of the Property will be held in nominee name. The Holder agrees to designate the Trustee as the beneficiary under any segregated fund held in the Account. Upon the death of the Holder, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Trust Agreement.

12. **Choice of Investments.** The Holder shall be responsible for selecting the investments of the Account, ensuring that an investment is and continues to be a Qualified Investment, and determining whether any such investment is not and continues not to be a Prohibited Investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non Qualified Investment. The Holder shall have the right to appoint the Agent as his or her agent for the purpose of giving investment directions as provided in this paragraph and paragraph 10.

13. **Uninvested Cash.** Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee. The interest on such cash balances payable to the Account will be determined by the Agent 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 Agent for distribution to the Account and the Agent shall credit the Account with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.

14. **Right of Offset.** The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Holder to the Trustee or the Agent, other than the Expenses payable by the terms of this Trust Agreement.

15. **Pledging.** Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, he or she must first advise the Trustee. Where the Holder uses his or her interest or right in the Account as security for a loan or indebtedness, it shall be the sole responsibility of the Holder to ensure:

(a) that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; and

(b) that it can be reasonably be concluded that none of the main purposes for that use is to enable a person (other than the Holder) or a partnership to benefit from the exemption from Taxes of any amount of the Account.

The Trustee shall be entitled to rely on the information provided by the Holder, liquidate Property as it deems appropriate with respect to the pledge, and fully recover any legal costs it incurs in this regard as Expenses, and shall be fully discharged with respect to any such liquidation and payment to the creditor of the loan or other indebtedness.

16. **Debit Balances.** If the Account has a cash deficit, the Holder authorizes the Trustee or the Agent to determine which Property to select and to sell such Property to cover such cash deficit. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.

17. **Distributions.** Subject to any limit on the frequency of Distributions or to any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, and to the deduction of all Expenses and Taxes, the Holder may, at any time and upon 60 days' notice or such shorter period as the Agent in its sole discretion permits, request that the Agent liquidate part or all of the Property and pay to the Holder an amount from the Property not exceeding the value held under the Account immediately before the time of payment. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions.

18. **Designation of Beneficiary.** Subject to Applicable Laws and where the Holder has not designated the Survivor or there is no Survivor, the Holder may designate a beneficiary to receive the Proceeds on the Holder's death. A beneficiary designation may only be made, changed or revoked for the purposes of the Account by the Holder in a format required by the Agent for this purpose. Such designation must adequately identify the Account and be delivered to the Agent prior to any payment by the Agent. The Holder acknowledges that it is his or her sole responsibility to ensure the designation or revocation is valid under the Applicable Laws.

19. **Death of Holder (Where There Is a Survivor).** Subject to Applicable Laws, upon the death of the Holder where there is a Survivor and where the Survivor has been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, the Survivor shall become the Holder, subject to any pledging under paragraph 15.

20. **Death of Holder (All Other Cases).** Upon the death of the Holder, where there is no Survivor or the Survivor has not been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, and subject to paragraph 15:

(a) if the Holder has designated a beneficiary in accordance with paragraph 18, the Proceeds will be paid to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment, even though any beneficiary designation made by the Holder may be invalid as a testamentary instrument; and

(b) if the Holder's designated beneficiary had died before the Holder or if the Holder has not designated a beneficiary, the Trustee will pay the Proceeds to the Holder's estate.

Where multiple beneficiaries have been designated and the Holder has not indicated how the Proceeds are to be shared among them, or if there is such an indication but the shares do not add up to 100%, then the Proceeds shall be divided equally among the beneficiaries designated. If any designated beneficiary predeceases the Holder or dies at the same time as the Holder or in circumstances rendering it impossible to determine which of the Holder or beneficiary died first, then the remaining beneficiary(ies) is(are) entitled to receive the Proceeds in accordance with the Holder's wishes. If the Holder has not indicated how the Proceeds are to be shared among the designated beneficiaries, or if there is such an indication but the shares do not add up to 100% of the Proceeds, then the Proceeds allocated to the deceased person(s) will be divided equally among the surviving designated beneficiary(ies). For greater certainty, the share of a deceased person will go in equal portions to the surviving designated beneficiary(ies).

21. **Release of Information.** The Trustee and the Agent each are authorized to release any information about the Account and the Proceeds, after the Holder's death, if the Holder has pledged his or her interest or right in the Account as security for a loan or other indebtedness or where there is to be a transfer to the

Spouse's TFSA pursuant to paragraph 29, to either the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.

**22. Payment into Court.** If there is a dispute about:

- (a) a payout from the Account or equalization of Property or other dispute arising from a breakdown of the Holder's marriage or common law partnership;
- (b) the validity or enforceability of any legal demand or claim against the Property; or
- (c) the authority of a person or personal representative to apply for and accept receipt of the Proceeds on death of the Holder;

the Trustee and the Agent are entitled to either apply to the court for directions or pay the Proceeds into court and, in either case, fully recover any legal costs it incurs in this regard as Expenses from the Account.

**23. Limitation of Liability.** The Trustee shall not be liable for any loss suffered by the Account, by the Holder or by any Survivor or beneficiary designated for purposes of the Account as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Holder to provide investment direction.

**24. Indemnity.** The Holder agrees to indemnify the Trustee for all compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act, incurred or owing in connection with the Account to the extent that such compensation, Expenses and Taxes cannot be paid out of the Property.

**25. Self-Dealing.** The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement 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 therefore and without being in breach of this Trust Agreement.

**26. Compensation, Expenses and Taxes.** The Trustee and Agent will be entitled to such reasonable fees as each may establish from time to time for services rendered in connection with the Account. All such fees will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent or Trustee determines.

All Expenses incurred shall be paid from the Account, including Expenses with respect to the execution of third party demands or claims against the Account.

All Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, will be charged against and deducted from the Property in such manner as the Agent determines.

**27. Sale of Property.** The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act.

**28. Transfers to the Account.** Amounts may be transferred to the Account from another TFSA of the Holder, or of the Spouse or Former Spouse where:

- (a) the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership; or
- (b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution (as that term is defined in the Tax Act).

**29. Transfers out of the Account.** Upon delivery to the Agent of a direction from the Holder in a form satisfactory to the Trustee, the Trustee shall transfer all or a portion of the Property as is specified in the direction:

- (a) to another TFSA of the Holder; or
- (b) to a TFSA of the Spouse or Former Spouse where the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership.

**30. Changes to Trust Agreement.** The Trustee may change this Trust Agreement periodically. The Holder will be notified on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes. No change to this Trust Agreement (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Trust Agreement) will be retroactive or result in the Account not being acceptable as a TFSA under the Applicable Laws.

**31. Replacement of Trustee.**

- (a) The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Holder will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Trust Agreement, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a tax free savings account under the Applicable Laws, to a successor trustee.
- (b) The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor trustee nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Account.
- (c) In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
- (d) Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Account 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.
- (e) Any person appointed as a replacement trustee shall 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 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 shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.

**32. Assignment by Agent.** The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent hereunder and under the Applicable Laws.

**33. Notice.** Any notice given by the Holder to the Agent shall be sufficiently given if delivered electronically to the Agent upon the Holder's receipt of an acknowledgement and response to same or personally to the office of the Agent where the Account is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent.

Any notice, statement, receipt or other communication given by the Trustee or the Agent to the Holder shall be sufficiently given if delivered electronically or personally to the Holder, or if mailed, postage prepaid and addressed to the Holder at the address shown on the Application or at the Holder's last address given to the Trustee or the Agent, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to the Holder electronically or personally or, if mailed, on the fifth day after mailing to the Holder.

**34. Date of Birth.** The Holder's statement of his or her date of birth in the Application shall be deemed to be a certification as to the Holder's age, on which the Trustee and the Agent may rely, and an undertaking to provide any further evidence of proof of age as may be required by the Agent.

**35. Contribution While Holder is a Minor.** Where the Holder makes a Contribution to the Account prior to the Holder having attained the age of majority in accordance with the Applicable Laws, the Holder will execute a ratification of the Application and all transactions made by the Holder in respect of the Account prior to reaching the age of majority.

**36. SIN and Address of Holder.** The Trustee shall be entitled to rely upon the Agent's records as to the social insurance number, and to the current address of the Holder as establishing his or her residency and domicile for the operation of the Account and its devolution on the death of the Holder subject to any notice to the contrary respecting the Holder's domicile on death.

**37. Heirs, Representatives and Assigns.** The terms of this Trust Agreement shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives, and assigns of the Holder and upon the respective successors and assigns of the Trustee and the Agent 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.

**38. Language.** The Holder has expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)

**39. Interpretation.** Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.

**40. Governing Law.** This Trust Agreement and the Account shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Holder expressly agrees that any action arising out of or relating to this Trust Agreement or the Account shall be filed only in a court located in Canada and the Holder irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating of 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](http://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](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](http://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 afférent soient rédigés en anglais.

