

## RRSP Contract

The following table outlines the main differences between the recently updated **Natcan Trust Company** RRSP contract (which will soon apply to you) and the **National Bank of Canada** RRSP contract (your current contract soon to be replaced). The contracts are very similar.

Minor differences and new features that do not apply to GIC type investments are not shown in this table. To view the full version of the new contract, please go to [nbc.ca/notices](http://nbc.ca/notices), under Registered plans, or call 514-413-5610 or 1-844-413-5610.

Natcan Trust Company	National Bank of Canada
The terms « Agent » and « Trustee » are specific to the Natcan Trust Company trustee plan and are therefore defined in the contract.	No corresponding definitions (s. 1 of the contract)
<b>Agent :</b> National Bank of Canada, being designated as such under Section 14a) hereof. (s. 1a) of the contract)	
<b>Trustee:</b> Natcan Trust Company, a trust company duly incorporated under the <i>Trust and Loan Companies Act</i> (Canada). (s. 1l) of the contract)	No corresponding mentions (ss. 2 and 14g) of the contract)
The concept of « trust » is specific to the Natcan Trust Company trustee plan. This concept may differ from one jurisdiction to another and from one province to another. The contract specifies that the RRSP is a trust within the meaning of the tax legislation only.	
<b>Establishment of Plan.</b> (...) The Plan shall constitute a trust for the purposes of Tax Legislation only, excluding any other purpose whatsoever. (...) (s. 2 of the contract – extract)	Similar mentions on contributions, but less clear; no corresponding mentions on excess contributions (ss. 5 and 6 of the contract)
<b>Governing Law.</b> (...) In Quebec, the Plan shall not in any way constitute a trust within the meaning of the <i>Civil Code of Quebec</i> . Given the special nature hereof, the rules of Title VII of Book IV of the <i>Civil Code of Quebec</i> relating to the administration of the property of third parties shall not apply to the Trustee. (s. 15g) of the contract – extract)	
The contract includes provisions on the liability of the annuitant and contributing spouse with respect to contribution limits, tax deductions and excess contributions.	
<b>Contributions.</b> (...) The Annuitant and the Contributing Spouse, if applicable, shall be solely responsible for ensuring that such contributions are within the limits prescribed by the Tax Legislation as well as for determining the taxation years for which such contributions may be deducted for income tax purposes. (s. 5 of the contract – extract)	No corresponding mentions (s. 8e) of the contract)
<b>Excess contributions.</b> (...) The Trustee is not responsible for calculating the excess contributions made to the Plan by the Annuitant and his Spouse. Unless the request provides otherwise, the Trustee may dispose of the investments which it may select, in its entire discretion, for the purposes of such payment. The Trustee shall not be liable for any losses incurred by the Plan as a result of such disposition (s. 6 of the contract – extract)	
The contract sets out the rights of the annuitant and those of the trustee in the event of a partial withdrawal of assets by the annuitant.	No corresponding mentions (s. 8f) of the contract)
<b>Withdrawals.</b> (...) If only a portion of the Assets in the Plan is disposed of in accordance with the foregoing paragraph, the Annuitant may specify in his notice which assets he wishes the Trustee to dispose of, failing which the Trustee shall dispose of such assets as it, in its sole discretion, may deem appropriate. (...) (s. 8d) of the contract – extract)	
The contract sets out the rights of the annuitant and those of the trustee in the event of a partial transfer of assets by the annuitant.	No corresponding mentions (s. 9 of the contract)
<b>Transfers to Other Plans.</b> (...) If only a portion of the Assets in the Plan is transferred in accordance with the foregoing paragraph, the Annuitant may specify in his notice which assets he wishes to so transfer or dispose of in order to effect such transfer, failing which the Trustee shall transfer or dispose of such assets as it, in its sole discretion, may deem appropriate. (...) (s. 8e) of the contract – extract)	
The contract sets out the conditions for establishing an annuity.	No corresponding mentions (s. 9 of the contract)
<b>Retirement Income.</b> (...) a) <b>Annuity.</b> The Annuitant may choose to create his retirement income from among the various types of annuities offered by the Trustee and so inform the Trustee in writing	

<p>no later than 90 days prior to the Maturity Date (hereinafter the “Annuity”). Any retirement income payable shall not be assigned in whole or in part. The Annuitant is fully responsible for choosing a type of Annuity that complies with the provisions of the Tax Legislation, including the following: (s. 9a) of the contract – extract)</p>	
<p>Mentions deleted (s. 9 of the contract)</p>	<p>The contract describes the forms that the annuity can take.</p> <p><b>Determination of Retirement Income.</b> (...) i) a fixed-term annuity, commencing on the Maturity Date, providing benefits for:</p> <p>a) the Annuitant’s life; or</p> <p>b) the Annuitant’s life, and to the Annuitant’s Spouse after the Annuitant’s death for a term of years equal to 90 minus either (i) the age in whole years of the Annuitant at the Maturity Date, or (ii) where the Annuitant’s Spouse is younger than the Annuitant and the Annuitant so elects, the age in whole years of the Spouse at the Maturity Date; or</p> <p>ii) a life annuity, commencing on the Maturity Date, with or without a guaranteed term commencing on the Maturity Date, not exceeding the term described in paragraph i) above, payable (a) for the Annuitant’s life, or (b) for the lives, jointly, of the Annuitant and the Annuitant’s Spouse, and to the survivor of them for the survivor’s life; ;</p> <p>(s. 9a) of the contract – extract)</p>
<p>The contract specifies that the annuitant may designate one or more beneficiaries, except in Quebec. The contract determines the priority between several designations, provides that a designation may not be automatically modified by a change in the marital status and relieves the trustee of any liability as regards a designation.</p>	
<p><b>Designation of Beneficiary (Not available for retirement savings plans in the Province of Quebec)</b> (...) If more than one designation is received, the Trustee shall consider only the designation duly signed by the Annuitant which has the most recent date.</p> <p>In certain provinces and territories, this designation may not be revoked or changed automatically by a marriage, new union, divorce or separation, and a new designation may be required. It is the Annuitant’s sole responsibility to get appropriate information regarding this matter and to make the appropriate amendments, as needed.</p> <p>The Trustee makes no representation and cannot be held responsible, in particular in the event of the invalidity or unenforceability, in whole or in part, of a Beneficiary designation or its amendment or revocation by the Annuitant.</p> <p>(s. 11 of the contract – extract)</p>	<p>No corresponding mentions (s. 10 of the contract)</p>
<p>The contract sets out the conditions that the trustee must meet before resigning from its duties.</p>	<p>Similar provision, except for the notice period which was originally 90 days before being reduced to a minimum of 30 days and the use of the word “depository”. (s. 13b) of the contract)</p>
<p><b>Withdrawal of Trustee.</b> The Trustee may resign from its duties upon at least 30 days’ prior notice given to the Annuitant in the manner set out in Section 15e) hereof and provided a replacement issuer has accepted the appointment and on condition such replacement issuer is a body corporate resident in Canada duly authorized by the applicable laws to act in such capacity.</p> <p>(s. 14b) of the contract)</p>	<p><i>Note : the term issuer is broader and includes both depository and trustee</i></p>
<p>The contract provides for the fees, costs and other sums to which the trustee is entitled and the method of recovery of these sums.</p>	<p>Similar provision, except for the following elements that are missing : time limit for the reimbursement of an overdraft, limitation of liability in favor of the trustee, indication that taxes and penalties may be paid out of the account only to the extent permitted by the tax legislation and liability of the annuitant in case of</p>
<p><b>Fees and Expenses.</b> (...) The Annuitant shall reimburse the Trustee for any overdraft resulting from the payment of such fees, out-of-pocket expenses and costs within 30 days of the date the Annuitant is notified thereof. Should the Annuitant fail to make such reimbursement on time, the Trustee may, but without being obliged to do so, dispose of the Assets in the Plan without any further notice and on such conditions as it may determine, and apply the proceeds of such disposition to the payment of sums due. The Trustee shall not be liable for any losses incurred as a result of such disposition.</p>	

<p>The reimbursement of any and all taxes, interest or penalties payable may be directly charged against and deducted from the Assets in the Plan but only to the extent allowed under the Tax Legislation.</p> <p>(...) The Annuitant shall be accountable to the Trustee for all fees, expenses and other amounts payable that exceed the Assets in the Plan.</p> <p>(s. 14c) of the contract – extract)</p>	insufficient assets (s. 13c) of the contract)
<p>The contract excludes the liability of the trustee and its agents for the transfer of assets at the annuitant’s request.</p> <p><b>Liability and Compensation.</b> (...) Without limiting the scope of any other provision hereof, neither the Trustee nor any of its nominees, agents or correspondents shall be liable for any loss incurred by the Plan, the Annuitant, a Beneficiary (...) as a result of (...) <u>or transfer out</u> of the Plan as requested by the Annuitant (...)</p> <p>(s. 14d) of the contract – extract)</p>	Similar, but underlined mention is missing (s. 13d) of the contract)
<p>The contract provides that the trustee may act on the instructions of the annuitant or a designated person, regardless of the form or manner such instructions are communicated.</p> <p><b>Instructions.</b> The Trustee shall be empowered to follow the instructions received from the Annuitant or any other person designated by the Annuitant, whether transmitted in person, by mail, fax or any other electronic means.</p> <p>(s. 14e) of the contract)</p>	Similar, but more restrictive as to the form of the instructions (s. 13e) of the contract)
<p>The contract deals with the trustee’s notices.</p> <p><b>Notices.</b> (...) Any notice, statement or receipt by the Trustee to the Annuitant, the Annuitant’s Spouse or any person authorized to receive notice under the Plan may be mailed to the address recorded in the books of the Trustee with respect to the Plan, and any notice, statement or receipt so mailed shall be deemed to have been given the fifth day after the day of mailing.</p> <p>(s. 15e) of the contract – extract)</p>	Similar provision: however, mailing is the only delivery method provided and the delivery is presumed to have been made on the day of mailing (rather than the 5th day after mailing) (s. 14f) of the contract)
<p>The contract provides that the annuitant must notify the trustee if he is no longer resident in Canada.</p> <p><b>Declaration of Non-Residency.</b> The Annuitant must and undertakes to immediately notify the Trustee if he is or becomes a non-resident of Canada.</p> <p>(s. 15f) of the contract)</p>	No corresponding provision
<p>The contract specifies the purposes for which personal information is collected, used, communicated to third parties or shared with other National Bank entities.</p> <p><b>Collection, use and disclosure of personal information.</b> The Trustee and the Agent may collect and share with their service providers and agents personal information about the Annuitant, such as his or her name, contact information, other identity information, social insurance number and information about the assets and activities in the Plan. The Trustee and the Agent may also collect information about the Annuitant from credit information and assessment agencies, other financial institutions or issuers or provide it to such organizations as well as regulatory or government authorities. The Trustee and the Agent use the information thus collected to identify the Annuitant, provide him or her with the requested services, execute any instructions on his or her part or any transactions related to the administration of the Plan, protect him or her and themselves from fraud and errors and comply with legal and regulatory requirements. At the time of the Annuitant’s death, the Trustee and the Agent may disclose information about the Annuitant and the Plan to the executor or administrator of the estate or liquidator of the succession, a Beneficiary or any other person entitled to it, in the measure reasonably necessary for administering the Plan or the estate. Finally, the Trustee and the Agent may also share the Annuitant’s personal information with other entities within the National Bank group for legal and regulatory compliance purposes, statistics, to manage business risks and to make sure that the Annuitant’s information is accurate and up to date.</p> <p>To learn more about the Trustee and the Agent’s personal information practices, see their common privacy policy available at National Bank branches and at <a href="http://nbc.ca">nbc.ca</a>.</p> <p>(section “Other terms and conditions” of the contract)</p>	No corresponding provision

#### RRSP Contract

The following table outlines the main differences between the recently updated **Natcan Trust Company** RRSP contract (which will soon apply to you) and the current **Natcan Trust Company** RRSP contracts (which will be soon replaced). The contracts are very similar.

Minor differences and new features that do not apply to GIC type investments are not shown in this table. To view the full version of the new contract, please go to [nbc.ca/notices](http://nbc.ca/notices), under Registered plans, or call 514-413-5610 or 1-844-413-5610.

Natcan Trust Company (new version)	Natcan Trust Company (old versions)
The terms « Agent », « Annuity », « Beneficiary » and « Contributing Spouse » are defined in the contract.	Version 2 (form 18420-002): no corresponding definitions (s. 1 of the contract)
<b>Agent:</b> National Bank of Canada, being designated as such under Section 14a) hereof. (s. 1a) of the contract)	
<b>Annuity:</b> Has the meaning given to this word in Section 9 hereof. (s. 1c) of the contract)	
<b>Beneficiary:</b> Means the person who is or would be legally entitled to receive any Assets in the Plan or proceeds from disposition of the Assets in the Plan in the case of the death of the Annuitant, pursuant to the applicable laws, such as the Annuitant's Spouse, estate, designated beneficiary, or legal representative within the meaning of the <i>Income Tax Act</i> (Canada). (s. 1f) of the contract)	
<b>Contributing Spouse:</b> Means the Spouse of the Annuitant whom the Annuitant declares in the Application is the Spouse who can make contributions to the Plan (applicable only for spousal retirement savings plans). (s. 1g) of the contract)	Version 1 (form 14365-302) <b>Investments.</b> (...) The Trustee shall reinvest all distributions of net income and net realized capital gains received by the Plan in respect of any particular investment in additional investments of the same type unless otherwise instructed by the Annuitant in a form deemed satisfactory by the Trustee. The Annuitant will not hold the Trustee liable with regard to the investment of the Assets in the Plan, whether or not made pursuant to instructions given by the Annuitant. (...) (s. 7 of the contract - extract)
The conditions in the contract regarding investments are modified by the addition and deletion of provisions.  Mentions deleted (s. 7 of the contract)	
Mentions deleted (s. 7 of the contract)	Version 2 <b>Investments.</b> (...) In the absence of such instructions, the Trustee shall determine the Investments at its discretion, until such time as it shall receive said instructions. Without limiting the generality of the foregoing, the Trustee may elect to receive the income from the Assets in the Plan in the form of cash only. (...) (s. 7 of the contract - extract)
<b>Investments.</b> (...) The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that a trust governed by the Plan holds a non-qualified investment. The investments shall not be limited to ones authorized by law for trustees. (...) (s. 7 of the contract - extract)	Version 1: second sentence is missing Version 2: no corresponding mentions (s. 7 of the contracts)
The contract sets out the conditions applicable to the withdrawal of assets from the plan. <b>Withdrawals.</b> (...) Subject to such reasonable requirements as the Trustee may impose, the Annuitant may at any time prior to the Maturity Date withdraw assets from the Plan by making a request in a form deemed satisfactory by the Trustee. The Trustee shall then dispose of all or certain of the Assets in the Plan and pay the Annuitant an amount equal to the proceeds of the disposition of such assets (net of applicable disposition costs), less any (i) charges and taxes (including interest and penalties) that are or may become payable, and (ii) any amount required to be withheld therefrom on account of the Annuitant's own liability for taxes resulting from a withdrawal from the Plan.	Version 2: no corresponding mentions



<p>The contract specifies that the Annuitant may designate one or more beneficiaries, except in Quebec. The contract determines the priority between several designations, provides that a designation may not be automatically modified by a change in the marital status and relieves the trustee of any liability as regards designations.</p>	(s. 9a) of the contract - extract)
<p><b>Designation of Beneficiary (Not available for retirement savings plans in the Province of Quebec).</b> (...) If more than one designation is received, the Trustee shall consider only the designation duly signed by the Annuitant which has the most recent date.</p> <p>In certain provinces and territories, this designation may not be revoked or changed automatically by a marriage, new union, divorce or separation, and a new designation may be required. It is the Annuitant's sole responsibility to get appropriate information regarding this matter and to make the appropriate amendments, as needed.</p> <p>The Trustee makes no representation and cannot be held responsible, in particular in the event of the invalidity or unenforceability, in whole or in part, of a Beneficiary designation or its amendment or revocation by the Annuitant.</p> <p>(s. 11 of the contract – extract)</p>	Versions 1 and 2: no corresponding mentions (ss. 10 of the contracts)
<p>The contract sets out the conditions that the trustee must meet before resigning from its duties.</p> <p><b>Withdrawal of Trustee.</b> The Trustee may resign from its duties upon at least 30 days' prior notice given to the Annuitant in the manner set out in Section 15e) hereof and provided a replacement issuer has accepted the appointment and on condition such replacement issuer is a body corporate resident in Canada duly authorized by the applicable laws to act in such capacity.</p> <p>(s. 14b) of the contract)</p>	Versions 1 and 2: similar, except for the notice period which is 90 days (s. 13b) of the contracts)
<p>The contract provides for the fees, costs and other sums to which the trustee is entitled and the method of recovery of these sums.</p> <p><b>Fees and Expenses.</b> (...) The Trustee shall be entitled to charge fees upon the termination of the Plan, the transfer or withdrawal of Assets in the Plan or any other event which it may reasonably determine. These fees are disclosed to the Annuitant in accordance with the applicable laws.</p> <p>The Trustee shall be reimbursed by the Annuitant for all fees, out-of-pocket expenses and costs incurred by it or its agents in connection with the administration of the Plan or the production of any tax statements or other documents required under the Tax Legislation. The Annuitant shall reimburse the Trustee for any overdraft resulting from the payment of such fees, out-of-pocket expenses and costs within 30 days of the date the Annuitant is notified thereof. Should the Annuitant fail to make such reimbursement on time, the Trustee may, but without being obliged to do so, dispose of the Assets in the Plan without any further notice and on such conditions as it may determine, and apply the proceeds of such disposition to the payment of sums due. The Trustee shall not be liable for any losses incurred as a result of such disposition.</p> <p>The reimbursement of any and all taxes, interest or penalties payable may be directly charged against and deducted from the Assets in the Plan but only to the extent allowed under the Tax Legislation. The Trustee may, but without being obliged to do so, dispose of the Assets in the Plan without any further formality and on such conditions as it may determine, and apply the proceeds of such disposition to the payment of such taxes, interest or penalties. The Trustee shall not be liable for any losses incurred as a result of such disposition.</p> <p>The Annuitant shall be accountable to the Trustee for all fees, expenses and other amounts payable that exceed the Assets in the Plan.</p> <p>(s. 14c) of the contract – extract)</p>	Versions 1 and 2: different or missing mentions (s. 13c) of the contracts)
<p>The contract provides for the delay within which the annuitant or beneficiaries must indemnify the trustee and its agents in certain eventualities, in addition to excluding the trustee's liability.</p> <p><b>Liability and Compensation.</b> The Annuitant or the Beneficiaries will at all times indemnify the Trustee and its nominees, agents and correspondents in respect of any and all taxes, interest, penalties, assessments, fees (including legal and attorney fees), costs, overdrafts, expenses, liability, claims and demands made by tax authorities or other third parties, or resulting from the custody or administration of the Plan, as permitted by Tax Legislation, and will hold them harmless from all of the foregoing, except in the case of the wilful misconduct or gross negligence of the Trustee. Any such payment must be made within 30 days from the date the Annuitant or the Beneficiaries are notified thereof.</p> <p>Without limiting the scope of any other provision hereof, neither the Trustee nor any of its nominees, agents or correspondents shall be liable for any loss incurred by the Plan, the</p>	Versions 1 and 2: different or missing mentions (s. 13d) of the contracts)

<p>Annuitant, a Beneficiary or any other person as a result of the acquisition, disposition or retention of any investment acquired or not at the direction of the Annuitant, as a result of any payment or transfer out of the Plan as requested by the Annuitant, as a result of the refusal to follow instructions that the Trustee, in its sole discretion, considers contrary to any provision hereto or to any applicable laws, or as a result of a fortuitous event or force majeure. (s. 14d) of the contract)</p>	
<p>The contract provides that the trustee may act on the instructions of the annuitant or a designated person, regardless of the form or manner such instructions are communicated. <b>Instructions.</b> The Trustee shall be empowered to follow the instructions received from the Annuitant or any other person designated by the Annuitant, whether transmitted in person, by mail, fax or any other electronic means. (s. 14e) of the contract)</p>	<p>Versions 1 and 2: similar, but more restrictive as to the form of the instructions (s. 13e) of the contracts)</p>
<p>The contract provides that the trustee may require proof of any information provided to it. <b>Evidence.</b> The recording of the date of birth of the Annuitant or of his Spouse on the Application shall constitute sufficient certification of such age, subject to any further evidence which may be required thereof. The Trustee reserves the right to require the Annuitant, the Contributing Spouse or any person claiming to be a Beneficiary, as the case may be, to provide, at the appropriate time and at their own expense, satisfactory proof of age, of the survival or death of the Annuitant or of the Contributing Spouse and of their rights or interests in respect of the Plan. (s. 15b) of the contract)</p>	<p>Version 2: no corresponding provision</p>
<p>The contract deals with the trustee's notices. <b>Notices.</b> (...) Any notice, statement or receipt by the Trustee to the Annuitant, the Annuitant's Spouse or any person authorized to receive notice under the Plan may be mailed to the address recorded in the books of the Trustee with respect to the Plan, and any notice, statement or receipt so mailed shall be deemed to have been given the fifth day after the day of mailing. (s. 15e) of the contract – extract)</p>	<p>Versions 1 and 2: similar provision: however, mailing is the only delivery method provided and the delivery is presumed to have been made on the day of mailing (rather than the 5th day after mailing) (ss. 14f) and 14c) of the contracts)</p>
<p>The contract provides that the annuitant must notify the trustee if he is no longer resident in Canada. <b>Declaration of Non-Residency.</b> The Annuitant must and undertakes to immediately notify the Trustee if he is or becomes a non-resident of Canada. (s. 15f) of the contract)</p>	<p>Versions 1 and 2: no corresponding provision</p>
<p>The contract specifies that, in Québec, the plan is not a trust within the meaning of the <i>Civil Code of Quebec</i>. <b>Governing Law.</b> (...) In Quebec, the Plan shall not in any way constitute a trust within the meaning of the <i>Civil Code of Quebec</i>. Given the special nature hereof, the rules of Title VII of Book IV of the <i>Civil Code of Quebec</i> relating to the administration of the property of third parties shall not apply to the Trustee. (s. 15g) of the contract – extract)</p>	<p>Version 2: no corresponding mention (s. 14d) of the contract)</p>
<p>The contract specifies the purposes for which personal information is collected, used, communicated to third parties or shared with other National Bank entities. <b>Collection, use and disclosure of personal information.</b> The Trustee and the Agent may collect and share with their service providers and agents personal information about the Annuitant, such as his or her name, contact information, other identity information, social insurance number and information about the assets and activities in the Plan. The Trustee and the Agent may also collect information about the Annuitant from credit information and assessment agencies, other financial institutions or issuers or provide it to such organizations as well as regulatory or government authorities. The Trustee and the Agent use the information thus collected to identify the Annuitant, provide him or her with the requested services, execute any instructions on his or her part or any transactions related to the administration of the Plan, protect him or her and themselves from fraud and errors and comply with legal and regulatory requirements. At the time of the Annuitant's death, the Trustee and the Agent may disclose information about the Annuitant and the Plan to the executor or administrator of the estate or liquidator of the succession, a Beneficiary or any other person entitled to it, in the measure reasonably necessary for administering the Plan or the estate. Finally, the Trustee and the Agent may also share the Annuitant's personal information with other entities within the National Bank group for legal and regulatory compliance purposes, statistics, to manage business risks and to make sure that the Annuitant's information is accurate and up to date. To learn more about the Trustee and the Agent's personal information practices, see their common privacy policy available at National Bank branches and at <a href="http://nbc.ca">nbc.ca</a>.</p>	<p>Versions 1 and 2: no corresponding provision</p>

