NATCAN TRUST COMPANY

NATIONAL BANK DIRECT BROKERAGE

SELF-DIRECTED DISABILITY SAVINGS PLAN
Plan Application

800 Saint-Jacques Street, Montreal, Quebec H3C 1A3

1. INFORMATION ON HOLDER 1

☐ Transfer from another RDSP
☐ New Account

Contributions to the DSP cannot be made after December 31 of the calendar year in which the Beneficiary turns 59 years of age. Please confirm the year.

Surname of Holder OR Public Department, Agency or Institution

Year
Gender ☐ M ☐ F

Account No.

First Name of Holder OR Contact Name of the Public Department, Agency or Institution | Initials

Social Insurance No. or Business No.

Date of Birth (YYYY MM DD)

Address (cannot be a post office box) | City | Province | Postal Code

Province: Choose ...

2. INFORMATION ON HOLDER 2 (if applicable)

Surname of Holder OR Public Department, Agency or Institution

Gender ☐ M ☐ F

First Name of Holder OR Contact Name of the Public Department, Agency or Institution | Initials

Social Insurance No. or Business No.

Date of Birth (YYYY MM DD)

Address (cannot be a post office box) | City | Province | Postal Code

Province: Choose ...

3. INFORMATION ON BENEFICIARY

Surname of Beneficiary

Gender ☐ M ☐ F

First Name | Initials

Address Same as ☐ Holder 1 or ☐ Holder 2

City | Province | Postal Code

Province: Choose ...

Holder 1 Relationship to Beneficiary

(legal parent, spouse or common-law partner, guardian, tutor, curator, public department, agency, or other individual or institution that is legally authorized to act on behalf of the beneficiary)

Holder 2 Relationship to Beneficiary

(legal parent, spouse or common-law partner, guardian, tutor, curator, public department, agency, or other individual or institution that is legally authorized to act on behalf of the beneficiary)

Social Insurance No.

Date of Birth (YYYY MM DD)

If you would like your plan trustee to request grant and bond, complete and attach the Canada Disability Savings Grant and/or Canada Disability Savings Bond Application.

4. INFORMATION ON PRIMARY CAREGIVER (PCG)

Important information: Primary Caregiver (PCG) is the eligible individual who is receiving (or would be receiving if qualified) the Canada Child Tax Benefit at the time of the contribution or at the time of the request for the Canada Disability Savings Bond; or the Department, Agency or Institution that receives the allowance payable under the Children's Special Allowance Act. Complete only if the Annex B of the Canada Disability Savings Grant and/or Canada Disability Savings Bond Application is required.

Surname of Primary Caregiver OR Public Department, Agency or Institution

Gender ☐ M ☐ F

First Name of Primary Caregiver OR Contact Name of the Public Department, Agency or Institution | Initials

Social Insurance No. or Business No.

Date of Birth (YYYY MM DD)

Address (cannot be a post office box) | City | Province | Postal Code

Province: Choose ...

Certification of Primary Caregiver

As the Primary Caregiver of the Beneficiary, I certify that the information I have provided is, to the best of my knowledge, correct and complete.

I agree that this information may be used by the Government of Canada to validate the Beneficiary's information and disability tax credit (DTC)-eligibility.

Date (YYYY MM DD) | X Signature of Primary Caregiver

5. CERTIFICATION OF HOLDER / APPLICATION

As the Holder(s) of the disability savings plan,

I/We certify that the information given on this form is, to the best of my/our knowledge, correct and complete.

I/We certify that Natcan Trust Company has been asked to submit the Natcan Trust Company Self-Directed Disability Savings Plan to the Government of Canada as a "registered disability savings plan" in accordance with section 146.4 of the *Income Tax Act.*

I/We understand that contributions can only be made to the registered disability savings plan by the Holder(s), unless the Holder(s) provides the Issuer with written consent authorizing another entity to contribute in accordance with paragraph 146.4(4)(h) of the *Income Tax Act.*

I/We agree to notify the Issuer in the event that the beneficiary is residing outside of Canada.

I/We understand that the Holders are jointly liable with the beneficiary (or the beneficiary's estate) for taxes arising in connection with the deregistration of a non-compliant plan.

I/We understand that the information gathered on this form will be shared with both the Employment and Social Development Canada (ESDC) and the Canada Revenue Agency (CRA) for the purposes of administering the registered disability savings plan program and for the validation of beneficiary and holder information.

I/We understand that information collected and under control of the CRA will be administered in accordance with all applicable laws including the *Privacy Act* and the *Income Tax Act.* All information shared with and under the control of (ESDC) will be administered in accordance with all applicable laws including the *Canada Disability Savings Act*, the *Privacy Act* and the *Department of Social Development Act.*

I/We understand that the CRA will use the information on this form to validate the beneficiary's residency and disability tax credit eligibility and that these validations will be shared with the Issuer.

I/We hereby apply to enrol in the Natcan Trust Company self-directed Disability Savings Plan (the "Plan") and I/we request that Natcan Trust Company apply to register the Plan pursuant to the provisions of Section 146.4 of the *Income Tax Act* (Canada) and any other similar legislation in the province of residence designated hereinbelow.

I/We have read, understood and agree to be bound by the terms and conditions of the Plan, which are an integral part of this application, and I/we acknowledge having received a complete copy of it. I/We acknowledge that I/we am/are responsible for determining the amounts that I/we may contribute to the Plan and for determining and paying the amount of penalties stemming from any overcontributions.

I/We certify that the information contained in this application is true and I/we agree to notify the Issuer of any changes in such information.

I/We expressly acknowledge that I/we am/are aware that securities in general are exposed to price fluctuations that may cause losses on securities held by the Plan and I/we freely assume the risks involved.

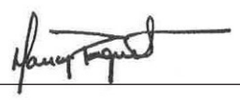
(Quebec only) - I/We confirm having received a French version of this Plan. I/We also confirm it is my/our wish that this Plan and all related documents be drawn up in English.

(Québec seulement) - Je/Nous confirme/ons avoir reçu la version française de ce régime. Je/Nous confirme/ons également ma/notre volonté que ce régime et tous les documents s'y rattachant soient rédigés en anglais.

Date (YYYY MM DD) | X Signature of Holder 1 | Date (YYYY MM DD) | X Signature of Holder 2 (if applicable)

FOR INTERNAL USE ONLY

Natcan Trust Company acting as a DSP trustee, accepts this application.



Authorized Signature

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Self-Directed Registered Disability Savings Plans (RDSPs)

This declaration of trust, together with the Application, plus any addendum that forms part of the Application, constitutes an arrangement entered into between **Natcan Trust Company** as Issuer of the Plan (the "Issuer"), the Agent and any entity (the "Holder[s]") with whom the Issuer agrees to pay or to cause to be paid to a Beneficiary, Lifetime Disability Assistance Payments to a Beneficiary and Disability Assistance Payments. The parties agree as follows:

1 DEFINED TERMS

For the purposes of this arrangement the ensuing terms will have the following meanings:

"Agent" means **NBIN**, a division of National Bank Financial Inc., as designated in the Application, and also acting as the Issuer's agent with regards to the Plan.

"Applicable Legislation" means the *Income Tax Act* (ITA), the *Canada Disability Savings Act* (CDSA) and the *Canada Disability Savings Regulations* (CDSR) that govern this Plan, the property in this Plan, and the parties involved in this arrangement.

"Application" means the application form for membership in the Plan plus any addendum attached hereof, completed and signed by each Holder, as amended from time to time in compliance with this agreement.

"Assistance Holdback Amount" has the meaning assigned under the CDSR.

"Beneficiary" means the individual designated in the Application by the Holder(s) to whom, or on whose behalf, Lifetime Disability Assistance Payments and Disability Assistance Payments shall be paid.

"Designated Provincial Program" means a program that supports savings in RDSPs and that is established under the laws of a province.

"Disability Assistance Payment" means any payment from the Plan to the Beneficiary or to the Beneficiary's estate.

"Disability Savings Plan" of a Beneficiary means an arrangement between the Issuer and one or more of the following:

1. the Beneficiary;
2. an entity who is a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into;
3. a Qualifying Family Member in relation to the beneficiary, who was the holder of the Beneficiary's previous registered disability savings plan – if the Plan is opened as a result of a transfer from the previous registered disability savings plan; and
4. a legal parent of the Beneficiary who is not a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into but is a holder of another Registered Disability Savings Plan of the Beneficiary;

under which one or more contributions are to be made in trust to the Issuer to be invested, used, or applied by the Issuer for the purpose of making payments to the Beneficiary and where the arrangement is entered into in a taxation year in respect of which the Beneficiary is eligible for the disability tax credit.

"DTC-Election" means an election made by the Holder to keep the Plan open when the Beneficiary is not a DTC-Eligible Individual. A DTC-Election is valid until the earlier of the beginning of the first calendar year that the Beneficiary again becomes a DTC-Eligible Individual and the end of the fifth calendar year of continuous DTC-ineligibility.

"DTC–Eligible individual" means an individual who would be eligible for the disability tax credit (DCT) if subsection 118.3(1) of the ITA were read without reference to paragraph 118.3(1)(c) of the ITA.

"Government Funded Benefits" means the Canada Disability Savings Grant and/or the Canada Disability Savings Bond.

"Holder" means one or more of the following:

1. an entity that has entered into the Plan with the Issuer;
2. an entity who receives rights as a successor or assignee of an entity who entered into the Plan with the Issuer; and
3. the Beneficiary, if the Beneficiary has rights under the Plan to make decisions concerning the Plan, unless the Beneficiary's only right is to request that Disability Assistance Payments be made as detailed in section 7A(b).

"Legislated Maximum Formula Result" means the result of the formula described in paragraph 146.4(4)(l) of the ITA.

"Lifetime Disability Assistance Payments" means Disability Assistance Payments that, after they begin to be paid, are payable at least annually until the earlier of the day on which the Beneficiary dies and the day on which the Plan is terminated.

"Plan" means this arrangement established hereunder and known as the Natcan Trust Company Self-Directed Disability Savings Plan.

"Plan Trust" means the trust governed by the Plan.

"Qualifying Family Member" means the Beneficiary's legal parent or the Beneficiary's spouse or common-law partner as long as the Beneficiary is not living separate and apart from their spouse or common-law partner because of a marriage or common-law partnership breakdown.

"Qualifying Person" means:

If the Beneficiary has not reached the age of majority at or before the time the arrangement is entered into:

1. a legal parent who is the father or the mother of the Beneficiary;
2. a guardian, tutor, curator or other individual who is legally authorized to act on behalf of the Beneficiary; or
3. a public department, agency, or institution that is legally authorized to act on behalf of the Beneficiary.

If the Beneficiary has reached the age of majority at or before the time the arrangement is entered into but is not contractually competent to enter into the arrangement, Qualifying Person will mean an entity as described in paragraphs 2 or 3 of this definition.

Other than for the purpose of acquiring successor or assignee rights as described in section 4, an individual who is a Qualifying Family Member in relation to the Beneficiary is a Qualifying Person if the following conditions are met:

a) The Qualifying Family Member opens the Plan for the beneficiary before January 1, 2019;
b) At the time the Plan is opened, the beneficiary is not the beneficiary of another RDSP;
c) The beneficiary attained the age of majority before the Plan was entered into;
d) No entity that is legally authorized to act on behalf of the Beneficiary exists; and
e) After reasonable enquiry, the Issuer determines that the beneficiary is not contractually competent to enter into this Plan with the Issuer.

"Registered Disability Savings Plan" means a Disability Savings Plan that satisfies the conditions of paragraph 146.4(2) of the ITA.

"Specified Maximum Amount" means the greater of the legislated maximum formula result and the sum of:

- 10% of the Plan's fair market value; and
- all periodic payments from locked-in annuity contracts.

The fair market value does not include amounts held in locked-in annuity contracts. Also, if the Plan disposes of a locked-in annuity contract during the calendar year, the periodic payment amount will contain a reasonable estimate of amounts that would have been paid from the annuity into the Plan in that year.

"Specified Minister" means the Minister as designated in the CDSA.

"Specified RDSP Payment" means a payment that is made to the Plan after June 2011 that is designated, in prescribed form, by the Holder and the Beneficiary as a Specified RDSP Payment at the time the payment is made. The payment is an amount that originated from the registered retirement savings plan, registered retirement income fund, specified pension plan, pooled registered pension plan or registered pension plan of the Beneficiary's deceased parent(s) or grandparent(s). The amount was paid as a refund of premiums, an eligible amount, or a payment (with exception to a payment that is part of a series of periodic payments or payments that relate to an actuarial surplus) because of the parent(s) or grandparent(s) death and the Beneficiary was financially dependent on the parent or grandparent because of a mental or physical infirmity at the time of their death.

"Specified Year" means the particular calendar year in which a medical doctor, who is licensed to practice under the laws of a province (or the place where the Beneficiary resides), certifies in writing that, in his or her professional opinion, the Beneficiary is not likely to live more than five years. The specified year includes each of the following five calendar years after the particular calendar year and will not include any calendar year that is prior to the calendar year in which the certification is provided to the Issuer.

2 PURPOSE OF THE PLAN

The Plan will be operated exclusively for the benefit of the Beneficiary under the Plan. The Beneficiary's designation is irrevocable and no right of the Beneficiary to receive payments from the Plan is capable of surrender or assignment.

3 REGISTRATION OF THE PLAN

The following conditions must be satisfied in order for the Plan to be considered registered:

1. before the Plan is entered into, the Issuer must receive written notification from the Minister of National Revenue that provides approval of the specimen plan under which the arrangement is based;
2. at or before the time the Plan is entered into, the Issuer must be provided with the social insurance numbers of the Beneficiary and every entity who enters into the Plan with the Issuer (in the case of an entity that is a business, their business number);
3. at the time the Plan is entered into, the Beneficiary must be resident in Canada unless the Beneficiary is currently a Beneficiary under another Registered Disability Savings Plan; and
4. the Beneficiary must be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for him/her.

The Plan will not be considered registered unless the Issuer notifies the Specified Minister of the Plan's existence without delay. The notification must be in prescribed form containing prescribed information.

The Plan will not be considered registered if the Beneficiary of the Plan is also the Beneficiary of another Registered Disability Savings Plan that has not been terminated without delay.

4 CHANGES IN HOLDER

An entity may only become a successor or assignee of a Holder if the entity is:

1. the Beneficiary;
2. the Beneficiary's estate;
3. a Holder of the Plan at the time rights are acquired;
4. a Qualifying Person in relation to the Beneficiary at the time rights under the Plan are acquired; or
5. a legal parent of the Beneficiary who was previously a Holder of the Plan.

An entity may not exercise their rights as a successor or assignee of a Holder until the Issuer is advised that the entity has become a Holder of the Plan. Before exercising their rights as a successor or assignee of a Holder, the Issuer must be in receipt of the entity's social insurance number or business number, as the case may be.

If a Holder (other than a Qualifying Family Member) ceases to be a Qualifying Person, he or she will also cease to be a Holder of the Plan. There must be at least one Holder of the Plan at all times and the Beneficiary or the Beneficiary's estate may automatically acquire rights as successor or assignee of a Holder in order to comply with this requirement.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) will cease to be Holder of the Plan if the Beneficiary notifies the Issuer that they wish to become the Holder and either the Issuer, after reasonable enquiry determines the beneficiary to be contractually competent, or a competent tribunal or other provincial authority has declared the Beneficiary to be contractually competent.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) will cease to be Holder of the Plan if an entity described in point 2 or 3 of the Qualifying Person definition is given legal authority to act on behalf of the Beneficiary. The entity will promptly notify the issuer of their appointment, at which time the entity will replace the Qualifying Family Member as Holder.

If there is a dispute over a Qualifying Family Member's status as Holder, the Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) must attempt to

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avoid a reduction in the fair market value of the Plan Trust's property. The Qualifying Family Member must apply this requirement until the dispute is settled or a new entity is named as Holder.

5 WHO MAY BECOME A BENEFICIARY OF THE PLAN

An individual may only be designated as a Beneficiary of the Plan if the individual is resident in Canada when the designation is made, unless he or she was already a Beneficiary under another Registered Disability Savings Plan. The individual must also be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for them before designation to the Plan can take place.

An individual is not considered a Beneficiary of the Plan until the Holder designates the Beneficiary on the Application by providing the Beneficiary's full name, address, social insurance number, gender, and date of birth.

6 CONTRIBUTIONS

Only the Holder may make contributions to the Plan unless they have given written consent to allow another entity to make contributions into the Plan.

Contributions may not be made into the Plan if the Beneficiary is not a DTC Eligible Individual in respect of the taxation year in which the contribution is made.

Contributions may not be made into the Plan if the Beneficiary died before that time.

A contribution may not be made into the Plan if:

1. the Beneficiary is not resident in Canada at that time;
2. the Beneficiary turns 59 years of age before the calendar year that includes that time; or
3. the total of the contribution and all other contributions made (other than as a transfer in accordance with section 8) at or before that time to the Plan or to any other plan of the Beneficiary would exceed $200,000.

A contribution does not include Government Funded Benefits, amounts from a Designated Provincial Program or from another program that has a similar purpose and is funded directly or indirectly by a province (other than an amount paid by an entity described in paragraph 3 of the Qualifying Person definition, or an amount transferred to the Plan in accordance with section 8).

Other than for the purposes of this section and for the purposes of paragraphs 7A(a) and (b), a Specified RDSP Payment and an accumulated income payment from a registered education savings plan are not considered contributions to the Plan. These payments are not considered advantages in relation to the Plan (they are not considered a benefit or loan that is conditional in any way on the existence of the Plan).

7 PAYMENTS FROM THE PLAN

No payments will be made from the Plan other than:

1. the payment of Disability Assistance Payments to a Beneficiary of the Plan;
2. the transfer of an amount to another trust that irrevocably holds property under a Registered Disability Savings Plan of the Beneficiary, as detailed in section 8; and
3. repayments of amounts under the CDSA and its Regulations or under a Designated Provincial Program.

A Disability Assistance Payment may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.

Lifetime Disability Assistance Payments will begin no later than the end of the calendar year in which the Beneficiary turns 60 years of age. In such a case where the Plan is established after the Beneficiary turns 60 years of age, Lifetime Disability Assistance Payments will begin in the calendar year immediately following the calendar year in which the Plan is established.

If the Beneficiary reached 59 years of age before the particular calendar year, the total of all Disability Assistance Payments made from the Plan in the year will not be less than the Legislated Maximum Formula Result. If the property in the Plan Trust is insufficient to make available the required amount, a lesser amount may be paid.

Lifetime Disability Assistance Payments for a calendar year are limited to the amount determined by the Legislated Maximum Formula Result.

7A DISABILITY ASSISTANCE PAYMENTS

If the total amount of all Government Funded Benefits paid into this and another Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year exceeds the total amount of contributions paid into this and another Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year, then the following conditions must be met:

(a) If the calendar year is not a Specified Year for the Plan, the total amount of Disability Assistance Payments made in the year from the Plan will not exceed the Specified Maximum Amount. When calculating the total amount, a transfer as detailed in section 8 is to be disregarded if payments are made in lieu of those that should have been made under the prior plan of the Beneficiary as described in paragraph 146.4(8)(d) of the ITA. A transfer as detailed in section 8 is to be disregarded if the transfer is made in lieu of a payment that would have been permitted to be made from the other plan in the calendar year if the transfer had not occurred.

(b) If the Beneficiary has reached 27 years of age but not 59 years of age before the particular calendar year, the Beneficiary may direct that one or more Disability Assistance Payments be made from the Plan in the year provided that the total of all Disability Assistance Payments made from the Plan in the year do not exceed the amount imposed by the constraints of paragraph (a) of this section. These payments may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.

8 TRANSFERS

At the direction of the Holder(s) of the Plan, the Issuer will transfer all property held by the Plan Trust directly to another Registered Disability Savings Plan of the Beneficiary. The Issuer will provide the issuer of the new plan with all information in their possession (that was not previously provided to the Specified Minister) that is necessary for the new issuer to comply with the requirements of the Applicable Legislation. The Issuer will terminate the Plan immediately after completing the transfer to the new Registered Disability Savings Plan.

In addition to any other Disability Assistance Payments that are required to be paid to the Beneficiary in the year, if the Beneficiary is transferring an amount from another Registered Disability Savings Plan and the Beneficiary attained the age of 59 years before the calendar year in which the transfer occurs, the Plan will make one or more Disability Assistance Payments to the Beneficiary whose total will be equal to the amount by which:

1. the total amount of Disability Assistance Payments that would have been made from the prior plan in the year if the transfer had not occurred exceeds;
2. the total amount of Disability Assistance Payments made from the prior plan in the year.

9 TERMINATION OF THE PLAN

After taking into consideration the Assistance Holdback Amount and Designated Provincial Program repayments, any remaining amount in the Plan will be paid to the Beneficiary or to his or her estate. This amount will be paid by the end of the calendar year following the earlier of:

1. the calendar year in which the Beneficiary dies; and
2. the first calendar year throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

The Plan must be terminated by the end of the calendar year following the earlier of:

1. the calendar year in which the Beneficiary dies; and
2. the first calendar year throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

10 NON-COMPLIANCE OF THE PLAN

If either the Issuer, the Holder, or the Beneficiary of the Plan fails to comply with the requirements in respect of Registered Disability Savings Plans as set out in the Applicable Legislation or if the Plan is not administered in accordance with its terms, the Plan will be considered non-compliant and will cease to be a Registered Disability Savings Plan at that time. The Minister of National Revenue may consider deferring or waiving the deregistration of a Plan.

At the time the Plan ceases to be registered, a Disability Assistance Payment will be deemed to have been made from the Plan to the Beneficiary or, if the Beneficiary is deceased, to his or her estate, that is equal to the amount by which the fair market value of the property held by the Plan Trust exceeds the Assistance Holdback Amount.

If the Plan ceases to be registered because a Disability Assistance Payment is made that results in the fair market value of the property in the Plan being less than the Assistance Holdback Amount, an additional Disability Assistance Payment will also be deemed to be made from the Plan to the Beneficiary at that time which is equal to:

1. the amount by which the lesser of the Assistance Holdback Amount in relation to the Plan and the fair market value of the property held by the Plan Trust at the time of payment exceeds;
2. the fair market value of the property held by the Plan Trust immediately after the payment.

The non-taxable portion of this payment will be deemed to be nil.

11 OBLIGATIONS OF THE ISSUER

The Issuer will forward notification of any change in Holder under the Plan to the Specified Minister containing prescribed information on or before the day that is 60 days after the later of:

1. the day on which the Issuer is advised of the change in Holder; and
2. the day on which the Issuer is provided with the social insurance number or business number of the new Holder.

The Minister of National Revenue must approve amendments to the specimen plan under which this Plan is based before the Issuer can amend the Plan terms and conditions.

If the Issuer discovers that the Plan is or will likely become non-compliant, the Issuer will notify both the Minister of National Revenue and the Specified Minister of this fact within 30 days after the Issuer becomes aware of possible or factual non-compliance.

The Issuer will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that a Holder of the Plan may become liable to pay tax under Part XI of the ITA in connection with the Plan.

If a Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) opens this Plan and becomes Holder, the Issuer will promptly notify the Beneficiary of this fact in writing. The notification will include the information in Section 4 that describes how the Qualifying Family Member can be replaced by another entity as the Plan Holder. The Issuer will collect and use all information provided by the Holder that is required to administer and operate the Plan.

If the Issuer fails to comply with these obligations, the Issuer is liable to penalties as set out in subsection 162(7) of the ITA.

The issuer will not be held liable for entering into this Plan with a Qualifying Family Member if at the time the Plan was entered into, the issuer had made a reasonable enquiry into the beneficiary's contractual competence and it was the issuer's opinion that the beneficiary's contractual competence was in doubt.

12 RESPONSIBILITY FOR THE PLAN AND THE PLAN TRUST

The Issuer has ultimate responsibility for the administration of the Plan and the Plan Trust. Therefore, the Issuer shall ensure that the Plan and the Plan Trust are administered in compliance with the requirements of the Applicable Legislation.

13 DELEGATION OF DUTIES

The Issuer has entered into a contractual arrangement with the Agent for the purpose of permitting the Agent to perform the majority of all administrative and other duties under the Plan. However, the ultimate responsibility for the Plan and the Plan Trust remains with the Issuer as detailed in section 12. The Issuer is responsible for the payment of any penalties resulting from non-compliance as detailed in section 11.

14 INVESTMENTS

The assets in the Plan trust shall be invested in investments which are available for investment in the Plan, in accordance with instructions given by the Holder from time to time in a form deemed satisfactory by the Issuer.

The investments shall be made in compliance with the Applicable Legislation and each Holder is responsible to ensure that each investment made by the Plan is a "qualified investment" for a Disability Savings Plan within the meaning of the Applicable Legislation.

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The Issuer may 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 Holder.

From time to time, the Agent may authorize additional investments available for investment by the Plan notwithstanding that such investments may not be authorized by law for trustees or may be considered a delegation of the Issuer's investment duties. The Holder will not hold the Issuer liable with regard to the investment of the assets of the Plan Trust, whether or not made pursuant to instructions given by the Holder.

It is the Holder's responsibility to choose from the investments that are available for investment in the Plan and to determine whether any investment should be bought, sold or retained as part of the Plan. The Holder acknowledges that any failure to comply with Applicable Legislation may result in fees, penalties and even in revocation of the Plan.

15 STATEMENTS AND TAX INFORMATION

The Issuer shall maintain a separate account for the Plan Trust and keep notably the information regarding each Holder and Beneficiary, the total of all contributions, the Government Funded Benefits amount received, the total of all payments, fees, cost and other withdrawal as well as all other transaction with regards to the Plan, in compliance with the Applicable Legislation.

The Issuer shall provide the Holder with a statement of account annually (or more frequently at the Issuer's sole discretion), and shall also provide the competent authorities with information returns, slips, notices and other documents required under the Applicable Legislation.

16 FEES AND EXPENSES

The Trustee shall be paid the fees and other charges it prescribes from time to time, which may be directly charged against and deducted from the Assets in the Plan. Among others 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.

The Trustee shall be reimbursed for all fees, out-of-pocket expenses and costs incurred by it or its agents in connection with the administration of the Plan. The reimbursement of any and all taxes, interest or penalty payable may be directly charged against and deducted from the Assets in the Plan but only as far as permitted by the applicable laws.

The Holder shall reimburse the Agent for any overdraft resulting from the payment of such fees, out-of-pocket expenses and costs within 30 days from the date the Holder is thereby notified. Should the Holder fail to timely make such reimbursement, the Agent or the Issuer may, without further notifying the Holder, dispose of Assets of the Plan, in whole or in part, on such conditions as it may determine and apply the proceeds of such disposition to the payment of such fees, out-of-pocket expenses, costs and overdrafts. The Agent and the Issuer shall not be liable for any losses incurred as a result of such disposition.

17 LIMITATION OF LIABILITY

The Holder and the Beneficiary will at all times indemnify the Issuer and its nominees, agents and correspondents in respect of any and all taxes, interest, penalties, assessments, expenses, liability, claims and demands resulting from the custody or administration of the Plan and will hold them harmless from all of the foregoing, except in the case of the gross negligence or wilful omission or misconduct of the Issuer. All such payment to the Issuer must be made within 30 days from the date where they are thereby notified.

Without limiting the scope of any other provision hereof, neither the Issuer nor any of its nominees, agents or correspondents shall be liable for any loss incurred by the Plan or by the Holder, as a result of the acquisition, disposition or retention of any investment acquired at the direction of the Holder, as a result of any payment out of the Plan as requested by the Holder, as a result of the refusal to follow instructions that the Issuer, in its sole discretion, views as contrary to any provision hereto or to any Applicable Legislation or, as a result of force majeure or irresistible force.

The foregoing indemnification and limitations of liability shall survive the termination or revocation of the Plan.

18 NOTICES

Any notice, statement or receipt by the Agent or the Issuer to a Holder, the Beneficiary or a representative authorized to receive them under terms of the Plan, will be sufficiently given if delivered or mailed by prepaid postage to the address recorded in the Agent's or Issuer's registry with regards to the Plan. Such notice, statement or receipt will be considered given and received on the fifth day after mailing.

Any notice to the Agent or the Issuer under this agreement will be sufficiently given if delivered or mailed by prepaid postage to the Agent's address indicated on the Application or to any other address that the Agent may indicate in writing from time to time. Such notice will be considered given on the day that the notice is actually delivered to or received by the Agent.

19 INSTRUCTIONS

The Agent and the Issuer shall be empowered to follow the instructions received from a Holder or any other person designated in writing by the Holder, whether transmitted by mail, facsimile machine, by telephone or other electronic means.

All instruction, demand or information given to the Agent or the Issuer will be considered valid only if presented in a form deemed satisfactory by the Agent.

If the Plan has many Holders at the same time, instructions given by one Holder shall bind all the Holders. If many instructions are received by the Agent and/or Issuer, the most recent instruction will be executed even if different than the previous one.

20 PROOF OF INFORMATION

The Holder certifies that the information provided in the Application is correct and undertakes to provide, at his own expense, to the Issuer further proof of any information relating to the Plan that they may reasonably require. The Holder undertakes also to give to the Issuer an immediate notice of all changes regarding the information provided in the Application.

21 REPLACEMENT OF ISSUER

The Issuer may resign from its office under this agreement by giving sixty (60) days' written notice of resignation, or such other period of notice that the Applicable Legislation may stipulate.

Resignation of the Issuer shall be effective upon the appointment of a replacement Trustee who has accepted to act as the Plan's Trustee. The replacement Issuer must be a corporation resident in Canada and authorized to act under the Application Legislation.

The Issuer shall notify the Specified Minister of its resignation under this agreement and of the appointment of a replacement Issuer in accordance with the terms of the Issuer agreement(s) between the Issuer and the Specified Minister.

22 MISCELLANEOUS PROVISIONS

a) **Cash:** All the sums of money payable hereunder shall be payable in money which is legal tender in Canada.

b) **Binding:** The terms and conditions hereof will be binding upon the Holders' and Beneficiary's heirs and legal personal representatives and upon any successors and assigns of the Agent and Issuer.

c) **Declaration of Non-Residence:** Each Holder is required to, and undertakes to, notify the Issuer immediately if he or she or the Beneficiary is or becomes a non-resident of Canada.

d) **Interpretation:** The Plan shall not in any way constitute a trust within the meaning of the *Civil Code of Québec*. Given the special nature hereof and the administrative rules created hereby, the rules of Title VII of Book IV of the *Civil Code of Québec* relating to the administration of the property of others shall not apply to assets of the Plan.

23 LANGUAGE CLAUSE

The parties have requested that this agreement and any notices or other documents related hereto be drawn up in the English language. *Les parties confirment leur volonté que la présente convention et tout avis ou autre document qui s'y rapporte soient rédigés en langue anglaise.*

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