

TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

MUTUAL FUNDS

Send signed application to:

Empire Life Investments Inc.
259 King Street East
Kingston ON K7L 3A8

Customer Service:

Phone: 1 855 823-6883
Fax: 1 866 970-0135
Email: mutualfund@empire.ca

EMPIRE LIFE MUTUAL FUNDS TFSA APPLICATION

1.0	Account type	<input type="radio"/> New account <input type="radio"/> Additional investment – Existing account number:																																															
2.0	Holder	Language preference: <input type="radio"/> English <input type="radio"/> French - If not specified we will communicate in the language of this application <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Miss <input type="radio"/> Dr.																																															
		First name and middle initial			Last name																																												
		Address (number, street)																																															
		City			Province	Postal code																																											
		Date of birth (dd/mm/yyyy)		Social Insurance Number (SIN)																																													
		Home telephone/cell phone		Work telephone		Email address																																											
3.0	Dealer/Advisor information	Dealer number		Advisor number		Dealer account number																																											
		Dealer name			Advisor name																																												
		Advisor signature X			Contact information																																												
4.0	Survivor/Beneficiary designation	<input type="radio"/> Designation of spouse as Survivor* Where permitted by law, I hereby designate my spouse**, if he/she survives me, as the Survivor of the TFSA in the event of my death, to acquire all of my rights as a holder of the TFSA. I understand this designation will not be effective if the person named is no longer my spouse at the time of my death. If my Survivor survives me and is my spouse at the time of my death, I acknowledge that the designation of Survivor will take precedence over any beneficiary I have designated. I reserve the right to revoke this designation.																																															
		Spouse's name		Date of birth (dd/mm/yyyy)		Social Insurance Number (SIN)																																											
		If I have not designated a Survivor or if my Survivor predeceases me, I designate the following person(s) as my designated beneficiary(ies) and the person(s) entitled to receive the proceeds of my TFSA if living at my death. Unless otherwise indicated, the proceeds shall be divided equally among the beneficiaries and the share of any beneficiary who predeceases me shall be divided equally amongst the surviving beneficiaries. I reserve the right to revoke this designation. Caution: The designation of a Survivor and/or beneficiary is subject to the laws of the jurisdiction in which you reside. Your designation will not automatically change as a result of a future marriage or marriage breakdown; you may need to complete a new designation in the future for this purpose. It is your sole responsibility to ensure that the designation of a Survivor and/or beneficiary is effective and changed when appropriate. * Survivor means an individual who is your spouse at the time of your death. ** Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the Income Tax Act (Canada).																																															
		Beneficiary's first name and initial			Last name																																												
		Relationship to Accountholder				Share %																																											
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5.0	Investment instructions	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Fund name</th> <th style="width: 15%;">Fund code</th> <th style="width: 15%;">FE commission %</th> <th style="width: 15%;">Wire order number</th> <th style="width: 10%;">Deposit amount <input type="radio"/> \$ <input type="radio"/> %</th> <th style="width: 10%;">Pre-authorized debit</th> <th style="width: 10%;">Withdrawals -Income payments or SWP <input type="radio"/> \$ <input type="radio"/> %</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td colspan="5" style="text-align: right;">TOTAL</td> <td>\$</td> <td> </td> </tr> </tbody> </table>						Fund name	Fund code	FE commission %	Wire order number	Deposit amount <input type="radio"/> \$ <input type="radio"/> %	Pre-authorized debit	Withdrawals -Income payments or SWP <input type="radio"/> \$ <input type="radio"/> %						\$							\$							\$							\$		TOTAL					\$	
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TOTAL					\$																																												
		If there is a conflict between the fund name and fund code, the fund code will be used.																																															

6.0	Initial deposit	<input type="radio"/> Cheque attached <input type="radio"/> Transfer Authorization attached <input type="radio"/> Lump sum deposit from my bank account (sign authorization in section 11.0) – Amount \$ _____					
7.0	Systematic withdrawal payments (SWP)	Payments will be withdrawn based on instructions noted in Section 5.					
		Frequency <input type="radio"/> Weekly <input type="radio"/> Bi-weekly <input type="radio"/> Semi-monthly <input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semi-annually <input type="radio"/> Annually					
		Withdrawal amount \$ _____ <input type="radio"/> gross <input type="radio"/> net		Start date (dd/mm/yyyy)			
		<input type="radio"/> Deposit to my bank account – ATTACH VOID CHEQUE <input type="radio"/> Send me a cheque					
8.0	Scheduled switches	Frequency <input type="radio"/> Weekly <input type="radio"/> Bi-weekly <input type="radio"/> Semi-monthly <input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semi-annually <input type="radio"/> Annually					
		Switch start date (dd/mm/yyyy)					
		From <input type="radio"/> net <input type="radio"/> gross		To <input type="radio"/> net <input type="radio"/> gross			
		Fund name	Fund code	Amount <input type="radio"/> \$ <input type="radio"/> # units	Fund name	Fund code	Amount <input type="radio"/> \$ <input type="radio"/> %
9.0	Fund distributions	<input type="radio"/> Distributions to be paid in cash <input type="radio"/> Deposit to my bank account – ATTACH VOID CHEQUE <input type="radio"/> Send me a cheque <input type="radio"/> Distributions to be reinvested Distributions will be reinvested into securities of the same funds unless indicated otherwise below:					
		From		To			
		Fund name	Fund code	Fund name	Fund code		
10.0	Special instructions						
11.0	Pre-Authorized Debit (PAD)	Frequency <input type="radio"/> Weekly <input type="radio"/> Bi-weekly <input type="radio"/> Semi-monthly <input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semi-annually <input type="radio"/> Annually					
		Amount \$ _____		PAD start date (dd/mm/yyyy)			
ATTACH VOID CHEQUE		By signing below I/we, the bank account holder(s), hereby: <ul style="list-style-type: none"> • Authorize Empire Life Investments Inc. or its authorized agent to debit the bank account referred to on the attached void cheque to purchase mutual fund securities or to fund the deposits as indicated above. • Acknowledge that this is for the Accountholder's personal investment and the PAD will be considered a Personal PAD by Canadian Payments Association definition. • Waive the pre-notification requirements specified in sections 15(a) and (b) of the Canadian Payments Association Rule H1 • Confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed below. • Understand that I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca. • Understand that I/we may change these instructions or cancel this PAD at any time provided that I/we give Empire Life Investments Inc. or its authorized agent at least 10 days written notice. To obtain a cancellation form or more information on my/our right to cancel a PAD agreement I/we can contact my/our financial institution or visit www.cdnpay.ca. 					
		Signature of signatory on bank account X			Date		
		Signature of co-signatory on bank account X			Date		

By signing below:

I request that The Royal Trust Company as the issuer of the TFSA, file an election to register the qualifying arrangement as a TFSA under section 146.2 of the *Income Tax Act* (Canada) and any applicable provincial or territorial legislation as a TFSA.

I confirm that:

- I am of legal age and capacity to provide trade instructions and purchase securities.
- I direct the Royal Trust Company to subscribe for units of Empire Life Mutual Funds as indicated on this application form. I hereby acknowledge having received the current simplified prospectus and/or fund facts and any other required disclosure documents for each fund subscribed for. I agree to be bound by the terms and conditions stated in the prospectus.
- I have read and agree to the terms and conditions in these documents and understand that all transactions on my account are carried out in accordance with the terms set out in these documents.
- All information I have provided is true and correct.
- I consent to my personal information being collected, held, used and disclosed by The Royal Trust Company, Empire Life Investments Inc. and their authorized agents (including third party providers), inside or outside Canada, as required in order to administer my account and in accordance with Empire Life Investments Inc.'s Privacy Policy. To access a copy of our most recent Privacy Policy, please visit our website at www.empirelifeinvestments.ca.

I understand and agree that:

- My application and any purchase can be rejected or declined within two days of receipt, in which case my money will be returned to me.
- If I choose the initial sales charge option (front end load), I agree to pay a commission which may be deducted from my original investment amount. If I choose the deferred sales charge option or the low load option, the dealer will be paid a commission and I may be required to pay a charge upon withdrawal, as described in the simplified prospectus. I also authorize the payment of the trailing commissions to the dealer, as described in the simplified prospectus.
- Empire Life Mutual Funds charge an early redemption fee within a certain number of days after purchase. Please refer to the prospectus or ask your advisor for applicability to the funds you are purchasing.
- I have received, read, understand and agree to the terms of the Declarations of Trust attached and all amendments that I may receive to those terms in the future.
- I will provide, on request, proof of age for myself and, if applicable, my spouse and such further information as may be required in connection with the registration or administration of my account.
- I am responsible for determining how much I am allowed to contribute to my tax-free savings account and the suitability of its investments.

Commissions, trailing commissions, management fees and expenses all may be associated with mutual fund investments. Please read the prospectus, which contains detailed investment information, before investing. Mutual funds are not covered by the Canada Deposit Insurance Corporation or by any other government deposit insurer and are not guaranteed or insured by Empire Life Investments Inc. or The Empire Life Insurance Company. Their values change frequently. There can be no assurances that a money market fund will be able to maintain its net asset value per unit at a constant amount or that the full amount of your investment will be returned to you. Past performance may not be repeated.

I have requested that this application form and all related documents be in English.

J'ai demandé que ce formulaire d'adhésion ainsi que tout documents connexes soient rédigés en anglais.

Signature of Holder X	Date
Accepted by Empire Life Investments Inc. as Agent for the Royal Trust Company X <i>Glenda Kage</i>	Date

Fund Names and Codes

FE = Front End or Initial Sales Charge • LL = Low Load • DSC = Deferred Sales Charge

Fund Names	Sales Charge Options	Fund Codes				
		Series A	Series F	T6 Series	T8 Series	Series I
Empire Life Emblem Portfolios®						
Empire Life Emblem Diversified Income Portfolio	FE	ELM8001	ELM8003	ELM8006	N/A	ELM8000
	LL	ELM8031	N/A	ELM8036	N/A	N/A
	DSC	ELM8071	N/A	ELM8076	N/A	N/A
Empire Life Emblem Conservative Portfolio	FE	ELM8101	ELM8103	ELM8106	N/A	ELM8100
	LL	ELM8131	N/A	ELM8136	N/A	N/A
	DSC	ELM8171	N/A	ELM8176	N/A	N/A
Empire Life Emblem Balanced Portfolio	FE	ELM8301	ELM8303	ELM8306	ELM8308	ELM8300
	LL	ELM8331	N/A	ELM8336	ELM8338	N/A
	DSC	ELM8371	N/A	ELM8376	ELM8378	N/A
Empire Life Emblem Moderate Growth Portfolio	FE	ELM8501	ELM8503	ELM8506	ELM8508	ELM8500
	LL	ELM8531	N/A	ELM8536	ELM8538	N/A
	DSC	ELM8571	N/A	ELM8576	ELM8578	N/A
Empire Life Emblem Growth Portfolio	FE	ELM8701	ELM8703	ELM8706	ELM8708	ELM8700
	LL	ELM8731	N/A	ELM8736	ELM8738	N/A
	DSC	ELM8771	N/A	ELM8776	ELM8778	N/A
Empire Life Emblem Aggressive Growth Portfolio	FE	ELM8901	ELM8903	ELM8906	ELM8908	ELM8900
	LL	ELM8931	N/A	ELM8936	ELM8938	N/A
	DSC	ELM8971	N/A	ELM8976	ELM8978	N/A
Empire Life Mutual Funds						
Empire Life Monthly Income Mutual Fund	FE	ELM301	ELM303	ELM306	ELM308	ELM300
	LL	ELM331	N/A	ELM336	ELM338	N/A
	DSC	ELM371	N/A	ELM376	ELM378	N/A
Empire Life Dividend Growth Mutual Fund	FE	ELM501	ELM503	ELM506	ELM508	ELM500
	LL	ELM531	N/A	ELM536	ELM538	N/A
	DSC	ELM571	N/A	ELM576	ELM578	N/A

EMPIRE LIFE MUTUAL FUNDS TAX-FREE SAVINGS ACCOUNT DECLARATION OF TRUST

I. DEFINITIONS

Whenever used in this Trust Agreement or the Application, any capitalized terms shall have the meaning given to them below:

“Account” means the tax-free savings account established for the Holder;

“Agent” means Empire Life Investments Inc. 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 Trustee to establish the Account;

“Contribution” means a contribution of cash or any Qualified Investment under the Account;

“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 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 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 thereon, the proceeds thereof and cash, held under the Account from time to time;

“Qualified Investment” means any investment that 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;

“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 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

If the Holder is at least 18 years of age on the date of the Application, 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 to the Account;
- (b) receiving transfers of property to the Account;
- (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 the records of the Account, including information concerning the Survivor and the designation of beneficiaries, where applicable;
- (f) providing to the Holder statements of account for the 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 under the Account 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) in mutual funds managed by Empire Life Investments Inc. 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 11, 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. CHOICE OF INVESTMENTS

The Holder shall be responsible for selecting the investments of the Account. The Holder shall be responsible for ensuring that each investment acquired and held in the Account is at all times a Qualified Investment and is not at any time 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 an investment that is not a 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 11.

12. UNINVESTED CASH

Cash distributions received by the Trustee in respect of investments held in the Account will be invested in additional investments of the same type. In the absence of satisfactory investment instructions, the Agent will, on the Trustee's behalf, invest cash in units of the Empire Life Money Market Fund.

13. 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.

14. PLEDGING

Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, the Holder 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.

15. 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 the cash deficit within the Account. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.

16. 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.

17. 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 Applicable Laws.

18. 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 14.

19. 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 14:

- (a) if the Holder has designated a beneficiary in accordance with paragraph 17, 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).

20. 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 28, to either the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.

21. 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.

22. 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 an agent appointed by the Holder to provide investment direction.

23. INDEMNITY

The Holder agrees to indemnify the Trustee for all compensation, Expenses and 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) incurred or owing in connection with the Account to the extent that such compensation, Expenses and Taxes cannot be paid out of the Property.

24. 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.

25. COMPENSATION, TAXES AND EXPENSES

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.

26. 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.

27. TRANSFERS INTO 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).

28. TRANSFERS OUT OF THE ACCOUNT

Upon receipt by the Agent of a direction from the Holder in a form satisfactory to the Trustee, the Agent 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.

29. 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 Applicable Laws.

30. 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.

31. 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 under the Account and under Applicable Laws.

32. 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 third day after mailing to the Holder.

33. DATE OF BIRTH AND SOCIAL INSURANCE NUMBER

The Holder's statement of his or her date of birth and social insurance number in the Application shall be deemed to be a certification thereof, on which the Trustee and the Agent may rely, and an undertaking to provide proof thereof if requested by the Agent.

34. 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.

35. 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.

36. 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.

37. 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. (Québec only/ Québec seulement)*

38. INTERPRETATION

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

39. 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.