

1. DEFINITIONS

In these Terms and Conditions

- a. **"Annuitant"** means the Applicant named in the Application for the Fund and if the Applicant so elects, the Spouse or Common-Law Partner of the Applicant after the death of the Applicant.
- b. **"Application"** means the duly executed and signed Application form that is attached to and forms part of the Declaration of Trust.
- c. **"Income Tax Act"** means the *Income Tax Act (Canada)*, as amended from time to time.
- d. **"Spouse"** has the same meaning as recognized under the *Income Tax Act* and includes the term "Common Law Partner" as is described in subsection 248(1) of the *Income Tax Act*. "Spouse" does not include any person who is not recognized as a Spouse or Common-Law Partner for the purpose of the *Income Tax Act* respecting Registered Retirement income funds.
- e. **"Tax Legislation"** means the *Income Tax Act (Canada)* and any applicable income Tax Legislation of the Province of BC.

Unless the context otherwise requires terms used herein which are defined in Section 146.3 of the *Income Tax Act* shall have the same meaning herein as in the *Income Tax Act*.

2. REGISTRATION

The Trustee shall apply for registration of the Fund as a retirement income fund pursuant to the Tax Legislation.

3. CONTRIBUTIONS

The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by or on behalf of the from time to time, which together with any income derived there from shall constitute a trust fund to be held, used and invested by the Trustee subject to the provisions hereof.

The trustee shall not accept cash or other property as consideration hereunder other than cash or other property that is transferred from:

- a. a registered retirement savings plan under which the Annuitant is the Annuitant.
- b. a registered retirement income fund under which the Annuitant is the Annuitant.
- c. the Annuitant to the extent only that the amount of the consideration was an amount described in subparagraph 60(1)(v) of the *Income Tax Act*.
- d. a registered retirement income fund or registered retirement savings plan of the Annuitant's Spouse or Common-Law Partner or former Spouse or Common-Law Partner under a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or Common-Law Partner or former Spouse or Common-Law Partner in settlement of rights arising out of, or on the breakdown of, their marriage, or common-law partnership, a registered pension plan of which the Annuitant is a member within the meaning assigned by subsection 147.1(1) of the *Income Tax Act*,
- e. a registered pension plan in accordance with subsection 147.3(5) or (7) of the *Income Tax Act*,
- f. a specified pension plan in circumstances to which subsection 146(21) of the *Income Tax Act* applies.

4. ACCOUNTS, STATEMENTS AND REPORTING

The Trustee shall maintain an account for the Annuitant in which will be recorded all contributions received by the Trustee for the Fund, investments held in the Fund, income earned from such investments and payments made of the Fund. The Trustee shall forward a statement of the Fund to the Annuitant from time to time but at least annually. The Trustee shall comply with all reporting requirements in respect of the Tax Legislation respecting Registered Retirement Income Funds.

5. INVESTMENTS

The assets of the Fund shall be invested and re-invested by the Trustee, on the direction of the Annuitant, in such investments as are both acceptable to the Trustee and qualified investments for trusts governed by Retirement Income Funds (including investments in, and deposits with the Trustee), without being limited to investments authorized by law for Trustees. The Trustee may, but need not, require any investment direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash or other property from part of the assets of the Fund at any time the Trustee may leave such cash or other property un-invested or may invest the same at its sole discretion. The Trustee shall not be responsible for ascertaining whether any investment contributed in specie or other investments made on direction of the Annuitant is or remains a qualified investment or whether any such investment constitutes foreign property or for any loss resulting from the sale or other disposition of any investment forming part of the Fund. Carriers are required under subsection 207.01(5) of the Act to exercise the care, diligence and skill of a reasonably prudent person to reduce the possibility of the RSP holding a non-qualified investment.

6. PAYMENTS

The Trustee shall, after deduction therefrom of any and all taxes payable, pay to the Annuitant or, where the Annuitant has so elected, to his or her Spouse or Common-Law Partner after his or her death should he or she die before the Fund terminates, in each year, commencing not later than the first calendar year after the year in which the Fund is entered into, such amounts at such frequency as the Annuitant directs, provided that the aggregate of such amounts for a year is not less than the minimum defined in subsection 146.3(1) of the *Income Tax Act* and provided that the Trustee shall make only those payments described in paragraphs (2)(d) and (2)(e) and subsections (14) and (14.1) of subsection 146.3(2) of the *Income Tax Act*. . Payments hereunder may not be assigned in whole or in part.

7. NO RIGHTS OF OFFSET ETC.

The Trustee has no right of offset as regards the property held under the Fund in connection with any debt or obligation owing to the Trustee and the property held under that Fund cannot be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of purchasing for the Annuitant a Retirement Income in accordance with Article 6.

8. TRANSFERS

At the direction of the Annuitant, the Trustee shall, in prescribed form and manner, transfer all or part of the property held in connection with the Fund, or an amount equal to its value at the time of such direction (other than property required to be retained in accordance with the provisions described in paragraph (e.1) or (e.2) of subsection 146.3(2) of the *Income Tax Act*, together with all information necessary for the continuance of the Fund to any person who has agreed to be a carrier of another Retirement Income Fund of the Annuitant.

9. DEATH OF THE ANNUITANT

In the event of the death of the Annuitant prior to the completion of payments as provided herein, and where the Annuitant has validly elected that after his or her death payments out of the Fund be made to his or her Spouse or Common-Law partner, the Trustee shall, upon receipt of satisfactory evidence of the death of the Annuitant and of such election, continue to make payments as if the Spouse or Common-Law Partner were the Annuitant. If the Annuitant has not so elected the Trustee shall upon compliance with such reasonable requirements as the Trustee may prescribe, realize and convert into cash all assets of the Fund (unless the person to receive the same requests in specie payments) and after deduction there from any and all taxes payable, its fees and other charges applicable, shall pay the net proceeds thereof in a lump sum to the Beneficiary or Beneficiaries, if any, duly designated by the Annuitant, or in the absence of such designation to the legal representatives of the Annuitant. .

10. DESIGNATION OF BENEFICIARY

If the Annuitant is domiciled in a jurisdiction in which a participant in a retirement savings Fund may validly designate a beneficiary other than by Will, the Annuitant may, by instrument in writing in form and execution satisfactory to the Trustee and delivered to the Trustee prior to the Annuitant's death, designate a person to be entitled to receive the net amount of the Fund pursuant to Article 9 above. The person so designated by the Annuitant shall be deemed to be the designated beneficiary of the Annuitant for the purposes of Article 9 above unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form and execution satisfactory to the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation, in which case such designation shall be regarded as null and void.

11. FEES AND EXPENSES

The Trustee, unless otherwise paid the following amounts directly, shall be entitled to receive and be paid out of the assets of the Fund all costs, charges and expenses incurred by the Trustee in connection with the administration of the Fund, including without limitation any taxes (other than taxes for which the Trustee is liable) paid by the Trustee in respect of non-qualified investments or foreign property and to be paid for its services as trustee in accordance with its fee schedule, provided that the Trustee may adjust and amend its fee schedule from time to time after giving the Annuitant not less than thirty (30) days written notice of any adjustments or amendments. For the purpose of paying the Trustee in accordance with the foregoing the Trustee may realize and convert the assets of the Fund but only to the extent of such indebtedness. The Annuitant shall be liable to the Trustee for all such costs, charges, expenses and fees to the extent that the realizable value of the assets of the Fund is not sufficient to cover the same.

12. BENEFIT OR LOAN

No benefit or loan, other than a benefit or loan permitted by the *Income Tax Act*, that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to any person with whom the Annuitant is not dealing at arm's length.

13. POWERS OF THE TRUSTEE

Subject to the right of the Annuitant to direct the Trustee as to the investments of the Fund, the Trustee shall have and shall be entitled to exercise from time to time in its sole discretion any and all rights, powers and privileges that could be exercised by a beneficial owner of any property and assets of the Fund and the Trustee may employ or engage the services of, and rely and act on information or advice received from brokers, advisors, lawyers, accountants and others and shall not be responsible or liable for the acts or omissions of such persons.

14. TRUSTEE'S LIABILITY

The Trustee shall not be liable for the making, retention or sale of any investment or re-investment made by it as provided herein nor for any loss or diminution of the Annuitant's investment, except due to the Trustee's negligence, willful misconduct or lack of good faith.

15. DISCHARGE OF TRUSTEE

Upon payment by the Trustee of the entire amount standing to the credit of the Fund (less all proper charges, including applicable taxes) in accordance with these terms and conditions, the Trustee shall thereupon be relieved and discharged from any and all obligations and responsibilities created herein and the within trust shall thereupon cease and be of no further force and effect

16. RESIGNATION OF TRUSTEE

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder upon not less than thirty (30) days' notice in writing to the Annuitant, or such shorter period as the Annuitant shall accept as sufficient, and the Annuitant in like manner may terminate the services of the Trustee. In the event of such resignation or termination the Annuitant shall appoint a successor trustee prior to the resignation of the trustee taking effect and if the Annuitant fails to appoint such a successor trustee within such period of time the Trustee may appoint a successor trustee. The successor trustee shall be acceptable under the provision of the Tax Legislation and the Trustee shall transfer the assets of the Fund to the successor trustee together with all records, books, reports and accounts of the Fund within three (3) months of the Trustee ceasing to be trustee of the Fund.

17. AMENDMENTS

These terms and conditions may be amended at any time and from time to time, provided that such amendments will not disqualify the Fund as a registered retirement income fund under the provisions of the Tax Legislation. The Trustee will provide the Annuitant with written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax laws. In the event of changes to the Applicable Tax Legislation, the Fund will be deemed to have been amended to conform to such changes effective the date such changes come into force. In the event of changes to the Income Tax Act or any pension legislation governing the Fund, the terms of the Fund and any addendum may be amended without notice to you to ensure that the Fund continues to comply with all applicable legislation.

18. NOTICES

Any notice to be given to the Trustee hereunder shall be valid and effective if given by registered mail at its registered office or such other address as the Trustee may permit and shall be deemed to have been effectively given on the day on which it is received by the Trustee. Any notice to the Annuitant under the provisions hereof shall be valid and effective if contained in a letter, circular, newsletter or other publication sent through the ordinary post addressed to the Annuitant at the Annuitant's address as set out in the Annuitant's application form for the Fund, or such other address as the Annuitant may in writing advise the Trustee, and shall be deemed to have been effectively given on the day next following the date upon which it is posted.

19. ENUREMENT

This Declaration of Trust shall enure to the benefit of and be binding upon the Annuitant and the Annuitant's heirs, executors, administrators and legal representatives and upon the successors and assigns of the Trustee.

20. APPLICABLE LAW

This agreement is governed by the laws of the province of the Plan, or if more than 1 Account, than the jurisdiction of incorporation of the Financial Institution and the federal law of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

21. PROCEEDS OF CRIME LEGISLATION

The Annuitant acknowledges that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the operation of the Plan and that the Financial Institution will from time to time adopt policies and procedures to address the reporting, record keeping, and client identification requirements of that legislation. The Annuitant agrees to abide by and comply with all such laws and procedures.

22. REMOTE INSTRUCTIONS

The Annuitant may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, online through the Direct Services web portal or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Plan, maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Annuitant, along with any requisite personal access code, and/or personal identification word, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail signed by the Annuitant authorized to operate the Plan. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

A Remote Instruction is deemed received by the Financial Institution only when actually received and brought to the attention of an authorized officer of the Financial Institution capable of acting upon and implementing the Remote Instruction. Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or such other telephone or fax number or email address as the Financial Institution may advise the Annuitant in writing or online through the Direct Services web portal. **Any of the persons that constitute the Annuitant may not act alone and provide Remote Instructions to the Financial Institution, even if 2 or more signatures are required generally to operate the Account.** The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as the Annuitant is in fact the Annuitant and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Annuitant, will bind the Annuitant.

23. ELECTRONIC EXECUTION

This agreement may be executed electronically. Use of the Fund shall deem to be acceptance of these terms and conditions as the date of first use, or in the case of a modification of this agreement, acceptance of the modified terms and conditions.

24. CHOICE OF LANGUAGE

It is the express wish of the parties that this agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.