

Fidelity Clearing Canada ULC Self-Directed Retirement Savings Plan Declaration of Trust

We, TSX Trust Company, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the Annuitant named in the application to which this declaration of trust (the "**Declaration**") is attached, for the Fidelity Clearing Canada ULC Self-Directed Retirement Savings Plan (the "**Plan**") upon the following terms and conditions:

SOME DEFINITIONS:

In this Declaration, in addition to terms defined elsewhere herein,

"**Act**" means the *Income Tax Act* (Canada), and the regulations promulgated thereunder;

"**Agent**" means Fidelity Clearing Canada ULC and its successors and permitted assigns;

"**Applicable Legislation**" means the Tax Laws, provincial securities legislation, provincial legislation governing investment dealers, and any other governing legislation applying to retirement savings plans, including any regulations, policies, rules, decrees, court orders or other provisions thereunder;

"**Contributions**" means contributions of cash or investments to the Plan;

"**Maturity Date**" has the meaning set forth in paragraph 8;

"**Plan Assets**" has the meaning set forth in paragraph 2;

"**Retirement Income**" has the meaning set forth in subsection 146(1) of the Act;

"**RRIF**" means a registered retirement income fund, as defined in the Act;

"**RRSP**" means a registered retirement savings plan, as defined in the Act;

"**spouse**" means a spouse or common-law partner as such terms are recognized under the Act;

"**Tax Laws**" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"**Trustee**" means TSX Trust Company;

"**we**", "**us**" and "**our**" refer to TSX Trust Company; and

"**you**" and "**your**" refer to the person who has signed the application and will be the owner of the Plan, or "Planholder"; (under the Act, you are known as the "Annuitant" of the Plan).

- 1. REGISTRATION:** We will apply for registration of the Plan in accordance with the Act. The purpose of the Plan is to provide you with a Retirement Income.
- 2. CONTRIBUTIONS:** We will accept Contributions made by you or, where applicable, your spouse. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be Contributions to the Plan. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Act and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any income or gains therefrom (the "**Plan Assets**") in trust, to be held, invested and used according to the terms of this Declaration and the Act. No Contributions to the Plan may be made after the Maturity Date.
- 3. INVESTMENTS:** We will hold, invest and sell the Plan Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash on deposit with us or with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we, in our sole discretion, determine. The Trustee will only accept funds in Canadian or U.S. currency. The acceptance of any other foreign currency is at the sole discretion of the Trustee.

Investments will not be limited to those authorized by law for trustees. Subject to paragraph 22 and the express provisions of the Act, the Plan will bear any taxes, fees (whether imposed by the Trustee, Agent or a third party), penalties or related interest imposed on the Plan. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased, you agree to pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this Declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our undertaking certain transactions for the Plan. Self-directed mortgages are not permitted to be held in the Plan.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Plan Assets.

Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers) to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any of the Plan Assets, except as otherwise expressly provided in this Declaration. Other than its duties with respect to the Plan Assets expressly stated in this Declaration, the Trustee shall not be required or expected to take any action with regard to an investment without the Planholder's prior instructions.

The Planholder shall not sign any document or authorize any action for the Plan in the name of the Trustee or the Agent, including permitting any of the Plan Assets to be used as security for a loan, without first having authorization from the Trustee.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Planholder provide, in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including but not limited to any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Applicable Legislation, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

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The Planholder agrees not to provide any instructions or series of instructions that would cause the Plan to contravene the Act. For greater certainty, the Planholder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Declaration.

The Trustee or the Agent reserves the right to refuse any investing by means of private placement. On the occasions where the Trustee or the Agent permits a private placement, the Trustee/Agent must receive satisfactory information from the Planholder to establish the market value of the assets. The Trustee/Agent reserves the right to request an independent valuation of such assets, and any other details and documents of the company offering the private placement, including but not limited to any shareholders' agreements and any audited financial statements. The Trustee/Agent reserves the sole discretion to refuse to deregister assets associated with any private placement. The Planholder is responsible for any costs associated with this refusal.

4. **INCOME TAX RECEIPTS:** On or before March 31 in each year, we will send to you or your spouse a receipt showing Contributions made by you or your spouse during the preceding year and, if applicable, the first 60 days of the current year. You or your spouse will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Act.
5. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Plan, all investment transactions and all withdrawals from the Plan. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period.
6. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or Agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. Subject to the provisions of the Act and paragraph 21, we may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof or to sell any of the Plan Assets to pay any assessments, taxes, fees or charges imposed on the Plan, or to limit or restrict transactions or withdrawals as we, in our sole discretion, determine. However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements. You authorize us or the Agent, if the Plan at any time has a cash deficit in one or more currencies, to charge against the Plan interest on the cash deficit until such deficit is eliminated and to sell any of the Plan Assets to eliminate the cash deficit and to select which Plan Assets to sell. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.
7. **REFUND OF OVER-CONTRIBUTIONS:** We will, upon receiving a written request from you or, if applicable, your spouse, refund an amount to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not be responsible for determining the amount of any such refund. It is your responsibility, or the responsibility of your spouse, to determine whether Contributions made to the Plan are deductible and do not exceed the maximum amount permitted without a penalty under the Act.
8. **PURCHASE OF RETIREMENT INCOME OR TRANSFER TO A RRIF:** Your Plan will mature on the date (the "**Maturity Date**") you select for the start of a Retirement Income but this date must not be later than December 31 of the calendar year in which your Retirement Income must begin, as required under the Act. You must notify us in writing at least 90 days prior to the Maturity Date. This notice must also give us your instructions to either:
 - a) sell the Plan Assets and use all of the cash in the Plan, less any sale costs and other related fees and charges (the "**Plan Proceeds**"), to purchase a Retirement Income for you starting on the Maturity Date; or
 - b) transfer the Plan Assets on or before the Maturity Date to a RRIF.

If you instruct us to purchase a Retirement Income for you, you must also specify the particular type of annuity, in accordance with section 146 of the Act that you would like to receive as your Retirement Income and the name of the authorized company from which we are to purchase the same. Any annuity so selected may have one or more of the features permitted by the Act. However, any Retirement Income so acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than you or, after your death, your spouse. In addition, the total of the periodic payments in a year under an annuity after your death shall not exceed the total of the payments made in a year before your death. It is solely your responsibility to select a Retirement Income that complies with the Act.

If we do not receive your notice and instructions at least 60 days prior to December 31 of the calendar year in which your Retirement Income must begin, as required under the Act, we will sell the Plan Assets, subject to the requirements of the Act. If the amount of the Plan Proceeds exceeds \$10,000 (or such greater or lesser amounts as we may in our sole discretion determine), we will prior to the end of that year transfer the Plan Proceeds to a RRIF for you and you hereby appoint us (and/or the Agent) as your attorney(s) in fact to execute all such documents and make elections as are necessary to establish the RRIF. You will be deemed (i) to have elected to use your age to determine the minimum amount payable under the RRIF according to the Act; (ii) not to have elected to designate your spouse to become the successor annuitant of the RRIF on your death; and (iii) not to have designated any beneficiary of the RRIF. We will administer such RRIF as trustee in accordance with the provisions of the Act. If the amount of the Plan Proceeds is less than \$10,000 (or such greater or lesser amount as we may in our sole discretion determine) we will deposit same, net of any required withholding, in a non-registered deposit account on your behalf and we will be entitled to collect administration fees directly from that account. The Plan does not provide for a payment to the Annuitant of a retirement income except by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where that commutation is partial, equal annual or more frequent periodic payments thereafter.

9. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, at any time before the commencement of a Retirement Income, request that we pay you all or any part of the Plan Assets. In order to make such payment, we may sell all or part of any of the Plan Assets, to the extent we deem appropriate. We will withhold any income taxes or other taxes and charges required on the withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of any sold Plan Assets or for any losses that may result from such sales. Where a request is made under paragraph 9, paragraph 10 a)(i) or 10 b) hereof in respect of part of the Plan Assets, we reserve the right to refuse such a request in our sole discretion. In the event the Planholder seeks a withdrawal of some, but not all, of the Plan Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Planholder be distributed.
10. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of realizations), less any fees (including fees charged by the Trustee, the Agent, or any third party fees payable by the Planholder) or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Act, and any other Applicable Legislation to:
 - a) an RRSP or RRIF under which (i) you are the annuitant; or (ii) your spouse or former spouse, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement,

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relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership; **or**

- b) a Registered Pension Plan (as defined in the Act) for your benefit.

Such transfers will take effect in accordance with the Tax Laws and any other Applicable Legislation and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may request in writing which Plan Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. In the event the Planholder seeks a transfer of some, but not all, of the Plan Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Planholder be transferred.

- 11. NON-QUALIFIED AND PROHIBITED INVESTMENTS:** The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified or a prohibited investment (as defined under the Act) for an RRSP. However, if the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRSP, or if property held in the Plan becomes a non-qualified investment or a prohibited investment for an RRSP, it is the responsibility of the Planholder to file an *Individual Return for Certain Taxes* for RRSPs or RRIF for the relevant taxation year (Form RC339) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.
- 12. ADVANTAGE EXTENDED:** If an "advantage" (as defined under the Act) in relation to an RRSP is extended to the Planholder or to a person who does not deal at arm's length with the Planholder, it is the responsibility of the Planholder to file an income tax return and pay the tax under Part XI.01 of the Act; except if the advantage is extended by the Trustee (or by the Agent acting as the agent of the Trustee) or by a person with whom the Trustee is not dealing at arm's length.

13. DEATH:

- a) **DEATH OF PLANHOLDER BEFORE MATURITY (applies to Provinces & Territories except Quebec):** The Planholder may designate (and may add, change or delete) beneficiaries of the Plan in accordance with, and in the form and manner provided by, the Applicable Legislation. Where the Planholder dies before the maturity of the Plan, the Trustee shall pay or transfer the Plan Assets in accordance with Applicable Legislation to any beneficiaries of the Plan so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with Applicable Legislation, to the legal personal representative(s) of the Planholder.
- b) **DEATH OF PLANHOLDER BEFORE MATURITY (applies to Quebec only):** If the Planholder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the Planholder should do so in a will or other written document that meets the requirements of the Applicable Legislation. On the death of the Planholder, and upon receipt of official documentation, the Trustee will distribute the Plan Assets to the legal personal representative(s) of the Planholder. The Trustee and the Agent will be fully discharged by such payment or transfer. The Planholder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the Applicable Legislation.
- c) Before making a payment or transfer pursuant to paragraph 13 a) or paragraph 13 b) hereof, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required.
- d) Where provided for by the Agent, the Planholder may designate a beneficiary under the Plan by electronic signature except where prohibited by Applicable Legislation.

Where the Trustee does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Plan Assets to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Plan Assets before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the asset at the time. In the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Plan Assets into court, the Trustee shall be entitled to be indemnified out of the Plan Assets for its costs and expenses, including legal costs, of doing so. Subject to Applicable Legislation, we will not be liable for losses caused by any delay in making payments into court or to the beneficiary or the legal personal representative(s).

- 14. TRANSFERRING FROM ANOTHER PLAN:** Where amounts are transferred to the Plan from a registered pension plan or from another plan under the Act or other Applicable Legislation, the terms of this Plan may be subject to additional terms required under the applicable pension legislation or the Act or other Applicable Legislation. Such additional terms will be described in a locked-in or other addendum which will be attached to and form part of this Declaration. To the extent that there is any conflict or inconsistency between the additional terms described in the addendum and this Declaration and the application form, the additional terms will govern; provided always that the Plan will not be disqualified as a retirement savings plan acceptable for registration under the Act and any Applicable Legislation.
- 15. THIRD PARTY ORDERS OR DEMANDS:** The Trustee shall be indemnified out of the Plan Assets in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Plan or the Plan Assets, or to issue payment from the Plan Assets, with or without instructions from the Planholder or in contradiction of instructions of the Planholder. The Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or the Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Planholder's account, the Planholder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Plan or related to the Plan and shall similarly be entitled to indemnify out of the Plan Assets for so doing. In the event the Plan Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Plan the Planholder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.
- 16. OWNERSHIP AND VOTING RIGHTS:** The Trustee may hold any Plan Assets in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any Plan Assets may be exercised by the Planholder and the Planholder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with Applicable Legislation.
- 17. PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Maturity Date and acquiring a Retirement Income.

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18. DELEGATION: You authorize us to delegate to the Agent the performance of certain of our duties, including the following:

- a) registering the Plan with the Canada Revenue Agency;
- b) receiving Contributions;
- c) investing the Plan Assets in accordance with this Declaration;
- d) holding the Plan Assets in safekeeping, in its name or in the name of its nominee or custodian;
- e) maintaining your account and providing you with statements and notices;
- f) receiving and implementing your notices and instructions;
- g) collecting fees and expenses from you or the Plan;
- h) filing any elections permitted under the Tax Laws as directed by you or your legal personal representatives;
- i) issuing tax receipts and preparing and filing tax returns or forms relating to the Plan;
- j) withdrawing or transferring Plan Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Plan, the Tax Laws or other Applicable Legislation;

and any other duties relating to the Plan as we may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with this Declaration and the Act.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this Declaration, including without limitation those under paragraphs 20, 21 and 22 are also given to, and are for the benefit of, the Agent.

19. PLANHOLDER'S RESPONSIBILITY: The Planholder is responsible, to the entire exoneration of the Trustee, to ensure that the Plan Assets are invested in compliance with the investment rules under the Act, including that all Plan Assets held are qualified investments and are not prohibited investments for a RRSP under the Act.

The Trustee shall not be liable for any income tax, charge or tax that the Planholder may be required to pay on a non-qualified investment (other than those for which the Trustee is liable), a prohibited investment, for any loss or shortfalls resulting from the investment or reinvestment of the Plan Assets, or the sale or other disposition of Plan Assets.

20. FEES AND EXPENSES: We are entitled to receive and may charge against the Plan reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you 30 days written notice of a change in the amount of any such fee. Subject to paragraph 22, we are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Plan. All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Plan Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

21. TRUSTEE'S LIABILITY: The Annuitant shall be responsible for selecting the investments of the Plan, ensuring that an investment is and continues to be a qualified investment and determining whether any such investment is not and continues not to be a prohibited investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein. When the Plan is terminated and all of the Plan Assets are paid out, we will be released and discharged from all responsibility or obligation in connection with the Plan.

Subject to the express provisions of the Act and to paragraph 22, we will not be liable to you or the Plan for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, you or any other person in connection with the Plan, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with the terms of this Declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, fee, interest or charges imposed upon us by the Agent, a third party, or under the Tax Laws or by any other government authority, out of the Plan Assets. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

Except as otherwise prohibited by law, you, your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this paragraph 21 shall survive the termination of the Plan.

22. LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES: We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that the Act states cannot be reimbursed by the Plan.

23. REPLACEMENT OF TRUSTEE: We may at any time resign as trustee under the Plan by giving you and the Agent 90 days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 90 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other Applicable Legislation (the "**Successor Trustee**"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Plan and will be reimbursed from the Plan Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed. Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality.

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- 24. AMENDMENTS TO THIS DECLARATION:** We may from time to time amend this Declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as an RRSP under the Act. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Act.
- 25. DOCUMENTATION:** Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate.
- 26. INSTRUCTIONS:** The Trustee and the Agent shall be entitled to rely upon instructions in writing received from the Planholder or from any person designated in writing, in accordance with Applicable Legislation, by the Planholder to give instructions on behalf of the Planholder or from any person purporting to be the Planholder or such designated person, as if they were from the Planholder. Subject to Applicable Legislation, the Trustee or the Agent may, without incurring any liability to the Planholder or any other person, decline to act upon any instruction.
- 27. GROUP RETIREMENT SAVINGS PLAN:** If the Plan is issued as part of a group savings plan:
- paragraphs 28 to 33, inclusive, apply to the Plan; and
 - "Plan Sponsor"**, when used herein, means a corporation, a partnership or an association:
 - that is your employer or your spouse's employer, or to which you or your spouse may otherwise have a membership or affiliation; and
 - that has adopted a group savings plan with the Agent, of which you are a member or a former member entitled to benefits (the **"Group Savings Plan"**).
- 28. PLAN PART OF GROUP SAVINGS PLAN:** You acknowledge that the Plan Sponsor's arrangement with the Agent and yourself, or your spouse, imposes certain additional terms and conditions on the Plan referred to in this Declaration, as set out below.
- 29. PLAN SPONSOR AS AGENT:** You acknowledge that the Agent has appointed the Plan Sponsor as agent for certain limited purposes with respect to the Group Savings Plan. You hereby appoint the Plan Sponsor to act as your agent for certain limited purposes with respect to the administration of the Plan, including, without limiting the generality of the foregoing, receiving information on the Plan from time to time, delivering your directions to the Agent, and submitting Contributions to the Agent.
- 30. CONTRIBUTIONS:** Notwithstanding paragraph 2, in addition to Contributions made by you or your spouse, the Agent may accept any Contribution made on your behalf by the Plan Sponsor.
- 31. WITHDRAWALS:** You acknowledge that where the Plan Sponsor makes regular Contributions to the Plan on your behalf, those Contributions may be suspended if you make a withdrawal from the Plan. For this reason, notwithstanding paragraph 9, you are required to provide the Plan Sponsor with a withdrawal request prior to any withdrawal from the Plan being effected.
- 32. TERMINATION:** Upon termination of your relationship with the Plan Sponsor or discontinuance of the Group Savings Plan by the Plan Sponsor, the Plan will no longer be a part of the Group Savings Plan and the Plan will continue as an individual plan with the Agent, subject to your rights with respect to withdrawals and permitted transfers as set out in this Declaration.
- 33. REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
- 34. DECLARATION OF TRUST:** The Planholder has signed the application form for the Plan agreeing to be bound by the terms and conditions of this Declaration. The Planholder agrees to be bound by the terms of any addendums to the Plan (the **"Addendum"**). If there is a conflict between the provisions of this Declaration and those of any Addendum, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. If there is a conflict between any Addendum and the Declaration and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. The Act shall prevail, in case of conflict with any of the foregoing.
- 35. UNCLAIMED BALANCES:** The Plan Assets may be deemed to be abandoned or unclaimed as per the definitions of any Applicable Legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.
- The Trustee may, after making reasonable efforts to contact the Planholder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.
- The property and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.
- The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Planholder's name, or to a new account which would be opened on the Planholder's behalf.
- The Planholder may at any time, or as prescribed in any Applicable Legislation, instruct the Trustee to return the property or proceeds of liquidation to the Planholder's control and/or possession. Unless prescribed by Applicable Legislation, the Planholder has no further claim on amounts removed from their accounts, when such accounts are closed by the Trustee.
- The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in paragraph 20, hereto. As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Planholder. The Planholder authorizes the Trustee to take this action and share the personal information of the Planholder reasonably required to contact the Planholder.
- 36. FOREIGN PENSION TRANSFERS:** The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where the Planholder transfers a foreign pension to an account with the Trustee or the Agent, the Planholder is solely responsible for ensuring the transfer qualifies and adheres to any Applicable Legislation, including the Act. Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.
- The Planholder acknowledges that he/she is solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts, and that the amounts transferred are not exempt from claims by creditors. The Planholder is responsible for determining eligibility for these transfers and for consulting with their pension manager and a qualified international tax advisor.

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37. **BINDING:** The terms and conditions of this Declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Plan or the Plan Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
38. **NOTICE:** Any notice given by the Trustee to the Planholder regarding the Plan (including this Declaration) shall be sufficiently given if it is delivered to the Planholder personally, or if it is mailed, postage prepaid, to the Planholder at the address set out in the attached application or the last address provided by the Planholder. If mailed, any such notice shall be deemed to have been delivered by the second business day following the day of mailing. Your instructions must be given to us by personal delivery, fax or postage or by such other means as we or the Agent may accept, properly sent to the Agent or to any address that we may designate.
39. **GOVERNING LAW:** This Declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
40. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.

TSX Trust Company