



# Group Retirement Savings Plan

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Plan Sponsor Set-up Form

Also use this application for:

- Group RESP
- Group Non-Registered Payroll Savings Plan
- Group Tax Free Savings Account (Group TFSA)

# MACKENZIE PLAN SPONSOR SET-UP FORM



FOR Mackenzie Investments  
USE ONLY

GROUP NUMBER	
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T 1-800-665-0513 or 416-922-3217

F 1-866-766-6623 or 416-922-5660

E service@mackenzieinvestments.com

## 1. TYPE OF GROUP PLAN *Check all that apply*

- Group RRSP     
  Group RESP     
  Group Non-Registered Payroll Savings Plan     
  Group TFSA

## 2. GROUP PLAN SPONSOR (EMPLOYER) INFORMATION

Name \_\_\_\_\_

Address \_\_\_\_\_

City/Town \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Number of Plan Members (minimum plan size is 3) \_\_\_\_\_

Language Preference

E = English  
F = French

## 3. PLAN PROVISIONS

Person authorized by the Plan Sponsor as the administrative contact

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Secure Fax \_\_\_\_\_

Email Address \_\_\_\_\_

- a) Will the Plan Sponsor be remitting contributions to the Plan?  
 Yes     No
- b) If yes, approximately how much will the Plan Sponsor be contributing per member?  
 \_\_\_\_\_
- c) How often will the Plan Sponsor, acting as agent of the Plan Members, be remitting Plan Members' contributions to Mackenzie?  
 Weekly     Monthly     Other \_\_\_\_\_  
 Bi-Weekly     Semi-Monthly
- d) Approximate date on which Plan Sponsor will begin remitting Plan Members' contributions to Mackenzie  
 \_\_\_\_\_  
 (DD MMM YYYY)
- e) i) Is this Group Plan replacing an existing Plan?  
 Yes     No
- ii) Will assets be transferred from the existing Plan?  
 Yes     No  
 If yes, who is the existing carrier? \_\_\_\_\_

## 4. ADVISOR INFORMATION

Dealer Name \_\_\_\_\_ Dealer Code \_\_\_\_\_ Financial Advisor Name \_\_\_\_\_ Financial Advisor Code \_\_\_\_\_

Signature of Financial Advisor \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_

**Advisor Instructions** Please send this form together with completed Plan Member applications to the attention of the Group Administration Department.

## 5. PLAN SPONSOR AGREEMENT & SIGNATURE

The Plan Sponsor agrees to the attached Group Plan Terms.

Signature of Officer or other authorized individual \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_

Signature of Officer or other authorized individual \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_

## Group Plan Terms

The Plan Sponsor wishes to establish a Group Plan(s) as selected by the Plan Sponsor to be provided by Mackenzie Financial Corporation ("Mackenzie") on the terms and conditions set out herein.

### Article 1 – Services

#### 1.1. Mackenzie Financial Corporation Services

Mackenzie will establish the types of Group Plan(s) as selected by the Plan Sponsor on the Plan Sponsor Set Up Form (each being referred to as a "Group Plan") for each Group Plan member (a "Plan Member") in respect of which contributions will be remitted by the Plan Sponsor, acting as agent of each Plan Member (a "Group Plan Account").

Mackenzie will receive contributions to the Group Plan(s) remitted by the Plan Sponsor, allocate such contributions to Group Plan Accounts of the Plan Members in accordance with the Plan Sponsor's instructions and provide the Plan Sponsor with periodic contribution reports (collectively, the "Services").

#### 1.2 Plan Sponsor Responsibilities

- (a) The Plan Sponsor agrees to provide Mackenzie with the information and data necessary for Mackenzie to provide the Services.
- (b) The Plan Sponsor agrees that all information regarding Plan Members that is provided to Mackenzie is complete and correct. Mackenzie shall be entitled to rely on all information regarding Plan Members that is provided to it by the Plan Sponsor without further inquiry.
- (c) The Plan Sponsor has established and will maintain procedures to ensure compliance with the Personal Information Protection and Electronic Documents Act (Canada) and any applicable provincial or territorial legislation of similar effect ("Privacy Legislation") regarding the collection, use and disclosure of information concerning Plan Members by the Plan Sponsor to Mackenzie.
- (d) To the extent, if any, that information transmitted by the Plan Sponsor to Mackenzie constitutes personal information for the purposes of Privacy Legislation, the Plan Sponsor agrees that all consents required by Privacy Legislation for the disclosure of such information to Mackenzie have been obtained and shall inform Mackenzie that such information constitutes personal information.

### Article 2 – Term and Fees

#### 2.1. Term

This Agreement shall be effective from the date hereof and shall continue until terminated by either party on 30 days written notice to the other.

#### 2.2. Fees

The Plan Sponsor agrees that the fees payable in relation to the Group Plan Accounts (the "Fees"), as published by Mackenzie from time to time, will be collected by Mackenzie from the Plan Member's accounts unless otherwise agreed to in writing between Mackenzie and the Plan Sponsor.

### Article 3 – Liability

#### 3.1. General Exclusions and Limitation of Liability

- (a) In this Section 3.1 "Recoverable Damages" means only actual direct damages, and excludes damages for any loss of profits, revenues, contracts or clients, loss of or use of equipment, loss of data, business interruption, lost opportunity to purchase or sell securities failure to realize expected cost savings or, for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising, even if the party from whom such damages are claimed has been advised of the possibility of same or such damages were reasonably foreseeable.

- (b) Mackenzie shall be liable to the Plan Sponsor only for Recoverable Damages caused to the Plan Sponsor by Mackenzie's breach of this Agreement, negligence or wilful misconduct. Mackenzie shall not be liable in any way to the Plan Sponsor for damages that are (a) not Recoverable Damages, (b) not caused by Mackenzie's breach of this Agreement, negligence or wilful misconduct or (c) caused or contributed to by the Plan Sponsor, to the extent so caused or contributed to.
- (c) Except as provided in subsection (d), the maximum cumulative and aggregate liability of Mackenzie to the Plan Sponsor for all claims, losses or damages arising under or related in any way to this Agreement in any particular calendar year shall in no event exceed the Fees paid to Mackenzie in that calendar year.
- (d) Mackenzie's liability for fraud or for loss of remittances received by Mackenzie shall not be subject to the cap on liability provided in subsection (c).

#### 3.2. Specific Limitations

- (a) The Plan Sponsor acknowledges that the Services provided by Mackenzie pursuant to this Agreement and otherwise in relation to the Group Plan, constitute administrative services only, and, without limiting the generality of the foregoing, do not extend to investment advice or investment recommendations and that Mackenzie does not represent or warrant that any remittances or other contributions in relation to a Group Plan Account will be returned or that any investment gains will be realized.
- (b) Mackenzie does not warrant the accuracy of any advice, report, data or other product delivered to the Plan Sponsor or any Plan Member to the extent that such advice, report, data or other product is produced with or from inaccurate or erroneous data provided by the Plan Sponsor to Mackenzie.
- (c) To the extent, if any, that the provision of the Services will rely on any information, advice or services provided by the Plan Sponsor or provided by third parties (other than third parties to whom Mackenzie may delegate all or any part of the Services), Mackenzie makes no representation or warranty as to the adequacy, accuracy or quality of the Services to the extent of such reliance.

### Article 4 – Indemnity by the Plan Sponsor

4.1. The Plan Sponsor shall indemnify and save harmless Mackenzie, its affiliates, and their directors, officers, employees or representatives and all mutual funds sponsored by Mackenzie (collectively, the "Indemnified Parties") from and against any and all liability, loss, harm, damage, cost or expense, including legal fees, which the Indemnified Parties may suffer, incur or sustain as a result of any suit, claim or demand brought or commenced against the Indemnified Parties arising out of the performance by the Plan Sponsor, its directors, officers, employees or representatives of, or the failure of the Plan Sponsor, its directors, officers, employees or representatives to perform, the duties and services required of it under or arising out of this Agreement, or duties or services which the Plan Sponsor volunteers of its own initiative to perform, or arising by virtue of any action undertaken by the Indemnified Parties at the request of the Plan Sponsor or Plan Members, except for such claims brought against the Indemnified Parties as a result of Mackenzie's own negligence or wilful misconduct.

### Article 5 – Successors and Assigns

5.1. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Mackenzie may assign this agreement without notice to the Plan Sponsor. The Plan Sponsor may assign this agreement with written consent from Mackenzie.