



**MACKENZIE**  
Investments

**CONFIDENCE**  
IN A CHANGING WORLD

# Mackenzie Disability Savings Plan

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Application

# RDSP Help Guide

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## Opening this account

### A. On your own behalf? If so, you must be:

- Canadian resident
- Age of majority
- Have a valid Social Insurance Number (SIN)
- Eligible for the Federal Disability Tax Credit (DTC)

### B. On behalf of a beneficiary? If so, you must be:

- Legally authorized to act on behalf of a beneficiary or a qualified family member (parent, spouse or common-law partner)
- Canadian resident
- Age of majority
- Have a valid Social Insurance Number (SIN), or for a public agency of institution, a Business Number (BN).

### The beneficiary of an RDSP account must be:

- Canadian resident
- Under the age of 60
- Confirmed eligible for the Federal Disability Tax Credit (DTC) (For details on how to apply for the Federal Disability Tax Credit (DTC), please visit the Canada Revenue Agency website at: <http://www.cra-arc.gc.ca/disability>)
- In order for government incentives to be based on the Beneficiary's income, the Beneficiary should be filing income tax returns

## Grant & Bond Application

**EMP5608** – Application for Canada Disability Savings Grant and/or Canada Disability Savings Bond

**EMP5609** – Annex A – Joint Holder – for accounts with more than one holder.

**EMP5610** – Annex B – Primary Caregiver – for accounts where the beneficiary is currently under 18, or was under 18 and DTC eligible in the last 10 years.

Eligible contributions may be matched by government funding up to the legislated limits or until the end of the calendar year in which the Beneficiary reaches 49.

Contributions must cease by the end of the year in which the Beneficiary reaches age 59.

## RDSP Transfers

To transfer to or from another RDSP, please complete the Registered Disability Savings Plan (RDSP) Transfer form **EMP5611** and the Holder Consent to a Registered Disability Savings Plan (RDSP) Transfer form **EMP5612**.

Please complete:

- Part 1 – Information About the Beneficiary
- Part 2 – Information About the Holder
- Part 4 – Information About the Relinquishing Institution – their name and address
- Holder Consent form – complete all fields

*Note – the Holder Consent must be signed by all holder(s) of the relinquishing RDSP in order to authorize the transfer of assets to the receiving RDSP.*

## Consent to Non-Holder Contributions

This form is required for any contributions from anyone other than the Account Holder(s). The form is required to set up PAC/PADs. Please use the RDSP Holder Consent to Non-Holder Contributions form **AP1039**.

# RDSP Help Guide (cont'd)

## 1. Plan Information

- Transfer from another DSP account  
Check this box if the account will be accepting transferred funds from another DSP.

## 2. Account Holder(s) Details

- Account Holder may also be the Beneficiary\*  
\*Person with the disability, who is confirmed eligible for the Disability Tax Credit (DTC)

### Disability Tax Credit

In order to successfully register your plan, please ensure that the beneficiary's DTC eligibility is confirmed by CRA.

To obtain further details, please contact CRA at 1-800-959-8281 or <http://www.cra-arc.gc.ca/tx/ndvdl/tpcs/rdsp-reei/ctrbtn-eng.html>

If the Beneficiary is below the age of majority, or an adult who is not contractually competent, then any of the following can be the Account Holder

- Legal parent(s)
- Spouse
- Common-law partner
- Public Department, Agency, Institution
- Guardian, Tutor, Curator, or other individuals who are legally authorized to act on behalf of the Beneficiary

For Joint Accounts, holders must be:

- (a) the parents, or
- (b) the Beneficiary and the parent(s)
  - In order to successfully register your plan and be eligible for government funding, please enter all names **exactly** as they appear on each person's SIN card/SIN documentation.

A valid SIN is required for all Account Holders

- If you are not the Beneficiary of the RDSP, please check the applicable box to specify your relationship to the Beneficiary.

## 3. Beneficiary Details

- Please enter the Beneficiary's name and SIN **exactly** as they appear on the SIN card/SIN documentation.
- In order to successfully register your plan and be eligible for government funding, please enter all names **exactly** as they appear on the SIN card/SIN documentation.

A valid SIN is required for the Beneficiary.

A Beneficiary can hold only one RDSP, except while a transfer is in transit between two RDSPs.

## 4. Primary Caregiver (PCG)

Is the Beneficiary currently under the age of 18? Or was the Beneficiary under the age of 18 and DTC eligible in the last 10 years?

- Yes – Please complete this section
- No – Please go to Section 5

## 5. Dealer Information

- Please complete.

## 6. Investment Selection

- Please refer to the RDSP fund code insert.

## 7. PAD/PAC Authorization

The Pre-Authorized Debit/Pre-Authorized Chequing programs allow you to make contributions on a regular basis.

Please select the following:

- Frequency
- Start Date

*Please attach a void specimen cheque.*

## 8. Automatic Transfer/Exchange Program Instructions

The automatic Transfer/Exchange program allows you to make switches on a regular basis on your free annual redemption or reinvested distribution.

Please select the following:

- Frequency
- Start Date

## 9. Grant & Bond Allocation

- 9B – Bond Allocation

*Please select one fund for the bond allocation.*

## 10. Account Holder Signature

- Please ensure all Account Holders sign.

# MACKENZIE DISABILITY SAVINGS PLAN APPLICATION

Please fax to 1-866-766-6623 or mail to:

Mackenzie Investments, 180 Queen Street West, Toronto, Ontario M5V 3K1

## 1. PLAN INFORMATION

Transfer from another DSP account  New Account

Account Number \_\_\_\_\_

## 2. ACCOUNT HOLDER(S) DETAILS (For new accounts only)

### ACCOUNT HOLDER 1 DETAILS:

1 = Mr. 2 = Mrs. 3 = Miss 4 = Ms. 5 = Dr.  Last Name exactly as it appears on the SIN card  
 First Name & Initials exactly as they appear on the SIN card

Or Public Department, Agency or Institution \_\_\_\_\_ Contact name of the Public... \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Apt. No. \_\_\_\_\_

Principal Business/Occupation \_\_\_\_\_

*Contributions to the DSP cannot be made after the calendar year in which the Beneficiary turns 59 years of age.*

Date when contributions must end (DD MMM YYYY) \_\_\_\_\_

Language preference:  English  French

Gender:  Male  Female

Birth Date\* (DD MMM YYYY)

Social Insurance Number

Business #

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

\*Mandatory for Account Holder who is not a Public Department, Agency or Institution.

### ACCOUNT HOLDER 2 DETAILS:

1 = Mr. 2 = Mrs. 3 = Miss 4 = Ms. 5 = Dr.  Last Name exactly as it appears on the SIN card  
 First Name & Initials exactly as they appear on the SIN card

Or Public Department, Agency or Institution \_\_\_\_\_ Contact name of the Public... \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Apt. No. \_\_\_\_\_

Principal Business/Occupation \_\_\_\_\_

Language preference:  English  French

Gender:  Male  Female

Birth Date\* (DD MMM YYYY)

Social Insurance Number

Business #

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

\*Mandatory for Account Holder who is not a Public Department, Agency or Institution.

### For Account Holders other than the Beneficiary, please answer all of the following:

What is your relationship to the beneficiary?

**Account Holder 1**  
 Legal parent  Spouse  Common-law partner  
 Other: \_\_\_\_\_  
 Yes  No  
 Yes  No

**Account Holder 2**  
 Legal parent  Spouse  Common-law partner  
 Other: \_\_\_\_\_  
 Yes  No  
 Yes  No

Please attach additional pages in case of a third Account Holder.

Are you a guardian, tutor, curator or other individual who is legally authorized to act on behalf of the Beneficiary?

Are you a public department, agency or institution that is legally authorized to act on behalf of the Beneficiary?

If the Account Holder is a corporation, attach a copy of the official corporate records evidencing authority to bind the corporation in respect of the trust.

## 3. BENEFICIARY DETAILS (Person with the disability)

1 = Mr. 2 = Mrs. 3 = Miss 4 = Ms. 5 = Dr.  Last Name of Beneficiary exactly as it appears on the SIN card  
 First Name and Middle Name of Beneficiary exactly as they appear on the SIN card

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Apt. No. \_\_\_\_\_

Principal Business/Occupation \_\_\_\_\_

### RESIDENCY STATUS

Check one – if no, skip Section 6  
**CANADIAN RESIDENT**  
 Yes  No

Birth Date\* (DD MMM YYYY)

Social Insurance Number

Gender:  Male  Female

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

## 4. PRIMARY CAREGIVER (PCG) (Person/Agency receiving the Canada Child Tax Benefits)

1 = Mr. 2 = Mrs. 3 = Miss 4 = Ms. 5 = Dr.  Last Name exactly as it appears on the SIN card  
 First Name & Initials exactly as they appear on the SIN card

Or Public Department, Agency or Institution \_\_\_\_\_ Contact name of the Public... \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Apt. No. \_\_\_\_\_

Principal Business/Occupation \_\_\_\_\_

Gender:  Male  Female

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

Social Insurance Number

Business #

**Certification of Primary Caregiver:** As the Primary Caregiver of the Beneficiary, I, \_\_\_\_\_ certify that the information I have provided is, to the best of my knowledge, correct and complete. I agree that the information I have provided on the application form will be used to validate the Beneficiary's information and disability tax credit eligibility and that these validations will be shared with the issuer.

Primary Caregiver's Signature

X

Date (DD MMM YYYY)

**5. DEALER/ADVISOR INFORMATION**

Dealer Number \_\_\_\_\_ Advisor Number \_\_\_\_\_ Dealer Name \_\_\_\_\_ Advisor Name \_\_\_\_\_  
 Dealer Account Number \_\_\_\_\_ Advisor Signature / Dealer Authorization \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_  
**X**

**6. INVESTMENT SELECTION** (Please complete – Refer to attached fund listing for a list of investment choices) Attach the RDSP Holder Consent to Non-Holder Contributions form if the Bank Account Holder is not the RDSP Account Holder

Please process my contribution or transfer(s) from my existing account \_\_\_\_\_ and make the investments selected below.

FUND NUMBER	FUND NAME	AMOUNT \$ OR %	PURCHASE OPTION				WIRE ORDER NUMBER	PRE-AUTHORIZED CHEQUING PLAN (\$ OR %)
			<sup>1</sup> RCS (✓)	<sup>2</sup> LL3 (✓)	<sup>1</sup> LL2 (✓)	<sup>1</sup> SCS (%)		
MRD								
MRD								
MRD								
<b>TOTALS</b>		\$ _____					\$ _____	

<sup>1</sup>RCS – Redemption charge purchase option (Back end load) <sup>2</sup>LL3 – Low-load 3 purchase option <sup>1</sup>LL2 – Low-load 2 purchase option <sup>1</sup>SCS – Sales charge purchase option (Front end load)

Please check this box if you wish to receive confirmations of systematic transactions or distributions. Systematic transactions and distributions are reported on your semi-annual statement.

**7. PAD/PAC AUTHORIZATION** (Please read carefully before signing) – Attach the RDSP Holder Consent to Non-Holder Contributions form if the Bank Account Holder is not the RDSP Account Holder

TO: \_\_\_\_\_ AND TO: Mackenzie Investments (Void specimen cheque attached)  
 Undersigned's Bank \_\_\_\_\_

Process my PAC purchase:  Weekly  Monthly  Quarterly  Annually  Bi-Weekly<sup>1</sup>  Semi-Monthly<sup>2</sup>  Bi-Monthly<sup>3</sup>  Semi-Annually<sup>4</sup>  
<sup>1</sup>Once every 14 days <sup>2</sup>15<sup>th</sup> and end of month <sup>3</sup>Every other month <sup>4</sup>Every six months

My first purchase is to commence Date (DD MMM YYYY) \_\_\_\_\_

Protect my PAC deposits against inflation by an annual increment of \_\_\_\_\_ %

I/We hereby authorize and request Mackenzie Investments to draw on my/our account at the Bank named above, whether the account continues to be maintained at the branch or is transferred to another branch at the Bank. I/We acknowledge that I/We have read and agree to be bound by the Pre-Authorized Chequing (Pre-Authorized Debit) Terms and Conditions attached to this application.

Bank Account Holder's Signature **X** \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_  
 Joint Bank Account Holder's Signature **X** \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_

**8. SYSTEMATIC TRANSFER/EXCHANGE PROGRAM INSTRUCTIONS**

A  Transfer my free annual redemption amount to the fund(s) specified below\*: B  Exchange my reinvested distributions to the fund(s) specified below: \_\_\_\_\_ To commence (DD MMM YYYY) \_\_\_\_\_ Frequency:  Weekly  Monthly  Quarterly  Annually  Bi-Weekly<sup>1</sup>  Semi-Monthly<sup>2</sup>  Bi-Monthly<sup>3</sup>  Semi-Annually<sup>4</sup>  
<sup>1</sup>Once every 14 days <sup>2</sup>15<sup>th</sup> and end of month <sup>3</sup>Every other month <sup>4</sup>Every six months

FROM Fund Name \_\_\_\_\_ Fund Number MRD \_\_\_\_\_ TO Fund Name \_\_\_\_\_ Fund Number MRD \_\_\_\_\_ Exchange Fee \_\_\_\_\_ %

\*I understand that my dealer will be paid a higher trail commission after the transfer: generally 0.5% on fixed income funds and 1% on all others. More information is contained in the funds' simplified prospectuses. This transfer is not a taxable event.

**9A. GRANT ALLOCATION**

Grants will be invested in the fund in which the investment was made. This may not be in proportion to the original investment, if contributions were made to multiple funds. In order to qualify for the Canada Disability Savings Grant and/or the Canada Disability Bond, please attach the completed ESDC Canada Disability Savings Grant and/or Canada Disability Savings Bond form.

**9B. BOND ALLOCATION**

When applying for Canada Disability Savings Bond (CDSB), you must designate **one** fund to invest this bond. Where no fund is designated, the CDSB will be invested in the Mackenzie Canadian Money Market Fund – Series AR.  
 MRD \_\_\_\_\_

**10. ACCOUNT HOLDER SIGNATURE** (Please read carefully before signing)

**To: Mackenzie Financial Corporation ("Mackenzie")** I have engaged the dealer as my agent in connection with this Plan. I understand that if I choose the sales charge purchase option (front end load), the Plan will pay a commission which is deducted from the original purchase amount. If I choose the redemption charge purchase option, low-load 3 purchase option or low-load 2 purchase option (each, a deferred sales charge purchase option), I request that the sales commissions described in the simplified prospectus be paid to the dealer and I agree that I may be required to pay a redemption charge upon withdrawal, as specified. In addition, I authorize the payment of trailing sales commissions described in the simplified prospectus to the dealer on behalf of the Plan.  
 I acknowledge receipt of the current prospectus of the fund(s) ordered.  
 I/We understand that the Account Holders are jointly liable with the Beneficiary (or the Beneficiary's estate) for taxes arising in connection with the deregistration of a non-compliant plan.  
 I/We understand that the information gathered on this application form will be shared with both the department of Employment and Social Development Canada ("ESDC") and the Canada Revenue Agency (the "CRA") for the purposes of administering the registered disability savings plan and for the validation of Beneficiary and Account Holder information.  
 I/We understand that information collected and under control of the CRA will be administered in accordance with all applicable laws including the Privacy Act and the Income Tax Act. All information shared with and under the control of ESDC will be administered in accordance with all applicable laws including the Canada Disability Savings Act, the Privacy Act and the Department of Social Development Act.  
 I/We undertake to notify Mackenzie of any change in the circumstances of the beneficiary at any time, including if the beneficiary is not resident in Canada.  
 I/We understand that the RDSP agent named on this application is Mackenzie.  
 I/We understand that the specimen plan number is RDSP 2417001

**To: B2B Trustco and Mackenzie**  
 I certify that the information provided to you on this application is accurate. If there is any change to the information provided on this application I agree to notify Mackenzie. **I have received, read and agree to the Terms of the Plan attached and to all amendments that I may receive to these Terms in the future.** If I have provided my e-mail address above or if I or my dealer subsequently provides my e-mail address to Mackenzie, I consent to receiving all regulatory notices, disclosures required by law, statements, transaction confirmations and any other communications in electronic form. I may revoke my consent to receive such information in electronic form at any time. I will inform Mackenzie of any change in my e-mail address. I will be responsible for retaining a copy of any information I receive in electronic form. My consent to receive information in electronic form shall be effective as of the date indicated on this application. Notwithstanding the above, Mackenzie is under no obligation to send me such information in electronic form.  
 I/We certify that B2B Trustco has been asked to submit the Mackenzie DSP to the Government of Canada as a "registered disability savings plan" in accordance with section 146.4 of the **Income Tax Act**.  
 I/We understand that the Canada Revenue Agency will use the information on this form to validate the beneficiary's residency and disability tax credit eligibility and that these validations will be shared with B2B Trustco.  
**Mackenzie Privacy Protection** By signing this application form, I acknowledge reading the Mackenzie Privacy Protection Notice attached to this application form and I consent to the personal information being collected, held, used and disclosed by Mackenzie in the ways and for the purposes identified in the Mackenzie Privacy Protection Notice. If I have provided information concerning my spouse/partner, the beneficiary and/or the beneficiary's parents or guardian, I confirm that I am authorized to provide such information.  
 I have requested that this application form and all documents relating hereto be in English. J'ai exigé que la demande et tous les documents s'y rapportant soient rédigés en anglais.

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Account Holder 1 Signature \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_ Account Holder 2 Signature \_\_\_\_\_ Date (DD MMM YYYY) \_\_\_\_\_  
 Mackenzie Financial Corporation \_\_\_\_\_ B2B Trustco \_\_\_\_\_  
 Authorized Signature of Acceptance \_\_\_\_\_ Authorized Signature of Acceptance \_\_\_\_\_

# MACKENZIE DISABILITY SAVINGS PLAN DECLARATION OF TRUST

B2B Trustco (the "Trustee") is a trust company continued under the laws of Canada with its head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, ON M5L 0A2, which will act as Trustee of the **Mackenzie Disability Savings Plan**. This declaration of trust, together with the application, constitutes an arrangement entered into between the Trustee, as Issuer of the Plan, and any entity (the "Account Holder(s)" as further defined herein) with whom the Trustee agrees to pay or to cause to be paid Disability Assistance Payments to a Beneficiary. Under the **Income Tax Act** (the "ITA"), the "Trustee" is known as the "Issuer" and the "Account Holder" is known as the "Holder".

The parties agree to the following terms and conditions:

## 1. Defined Terms:

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

"Account Holder(s)" means any one or more of the following:

- (i) an entity that has entered into the Plan with the Trustee;
- (ii) an entity who receives rights as a successor or assignee of an entity who entered into the Plan with the Trustee; and
- (iii) the Beneficiary, if, at that time, the Beneficiary is not an entity described in paragraph (i) or (ii) and has rights under the Plan to make decisions concerning the Plan, unless the Beneficiary's only right is to request that Disability Savings Payments be made as detailed in section 15(b).

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

"Assistance Holdback Amount" has the meaning assigned under the Canada Disability Savings Regulations.

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

"Contribution" to a Disability Savings Plan does not include (other than for purpose of the paragraph (b) of the definition of "Disability Savings Plan"):

- (i) Government Funded Benefits or an amount paid into the Plan under or because of a Designated Provincial Program;
- (ii) an amount paid into the Plan under or because of any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the Plan by an entity described in paragraph (i)(c) of the definition of "Qualifying Person" in its capacity as Account Holder of the plan);
- (iii) an amount transferred to the plan in accordance with subsection 146.4(8) of the ITA; or
- (iv) other than for purposes of paragraphs 146.4(4)(f) to (h) and (n) and paragraph (b) of the definition of "advantage" in subsection 205(1) of the ITA, a Specified RDSP Payment, or an accumulated income payment from a registered education savings plan made to the Plan under subsection 146.1(1.2) of the ITA..

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

"Disability Assistance Payment" means any payment from the Plan to the Beneficiary or to the Beneficiary's estate. For greater certainty, a Disability Assistance Payment may be, but need not be, a Lifetime Disability Assistance Payment.

"Disability Savings Plan" of a Beneficiary means an arrangement

- (a) between the Trustee and one or more of the following:
  - (i) the Beneficiary
  - (ii) an entity who is a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into;
  - (iii) if the arrangement is entered into before 2019, a Qualifying Family Member in relation to the Beneficiary, who, at the time the arrangement is entered into, is a Qualifying Person in relation to the Beneficiary;
  - (iv) a Qualifying Family Member in relation to the Beneficiary who, at the time the arrangement is entered into, is not a qualifying person in relation to the Beneficiary but is a holder of another arrangement that is a registered disability savings plan of the Beneficiary; and
  - (v) a legal parent of the Beneficiary who is not a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into but is a holder of another Registered Disability Savings Plan of the Beneficiary;
- (b) under which one or more Contributions are to be made in trust to the Trustee to be invested, used, or applied by the Trustee for the purpose of making payments to the Beneficiary and
- (c) that is entered into in a taxation year in respect of which the Beneficiary is DTC Eligible Individual.

"DTC Election" means an election made by the Holder to keep the Plan open when the Beneficiary is not a DTC Eligible Individual. A DTC Election is valid until the earlier of:

- (i) the beginning of the first calendar year that the Beneficiary again becomes a DTC Eligible Individual; and
- (ii) the end of the fifth calendar year of continuous DTC-ineligibility.

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

"Eligible Individual", in the context of a Specified RDSP Payment, means child or grandchild of:

- (i) a deceased annuitant under a registered retirement savings plan or a registered retirement income fund, or
- (ii) a deceased member of a registered pension plan, specified pension plan, pooled registered pension plan;
- (iii) who was financially dependent on the deceased for support, at the time the deceased's death, by reason of mental or physical infirmity.

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

"Legislated Maximum Formula Result" means the result of the formula described in paragraph 146.4(4)(1) of the ITA.

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

"Plan" means this arrangement established hereunder and known as the Mackenzie Disability Savings Plan.

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

"Qualifying Family Member" in relation to a Beneficiary of a Disability Savings Plan, at any time, means an individual who, at that time is

- (i) a legal parent of the beneficiary; or
- (ii) a spouse or common-law partner of the beneficiary who is not living separate and apart from the beneficiary by reason of a breakdown of their marriage or common-law partnership.

"Qualifying Person" in relation to a Beneficiary of a Disability Savings Plan, at any time, means:

- (i) If the Beneficiary has not, at or before that time, attained the age of majority, an entity that is, at that time:
  - (a) the legal parent of the Beneficiary;
  - (b) a guardian, tutor, curator or other individual who is legally authorized to act on behalf of the Beneficiary; or
  - (c) a public department, agency, or institution that is legally authorized to act on behalf of the Beneficiary.
- (ii) If the Beneficiary has, at or before that time, attained the age of majority and is not, at that time, contractually competent to enter into the arrangement, Qualifying Person will mean an entity described in paragraphs (i)(b) or (i)(c) of this definition; and
- (iii) Other than for the purposes of paragraph (iv) of section 7, an individual who is a Qualifying Family Member in relation to the beneficiary if
  - (a) at or before that time, the Beneficiary has attained the age of majority and is not a Beneficiary under a Disability Savings Plan,
  - (b) at that time, no entity described in paragraphs (i)(b) or (i)(c) of this definition is legally authorized to act on behalf of the Beneficiary, and
  - (c) in the Trustee's opinion after reasonable inquiry, the Beneficiary's contractual competence to enter into a Disability Savings Plan at that time is in doubt, and
  - (d) the Qualifying Family Member opens the Plan for the Beneficiary before January 1, 2019.

"Registered Disability Savings Plan" or "RDSP" means a Disability Savings Plan that satisfies the conditions of section 146.4 of the ITA.

"Specified Maximum Amount", for a calendar year in respect of a Disability Savings Plan, means the amount that is the greater of

- (i) the Legislated Maximum Formula Result; and
- (ii) the sum of:
  - (a) 10% of the Plan's fair market value held by the Plan Trust at the beginning of the calendar year (other than annuity contracts held by the Plan Trust that, at the beginning of the calendar year, are not described in paragraph (b) of the definition of "qualified investment" in subsection 205(1) of the ITA); and
  - (b) the total of all amounts each of which is:
    1. a periodic payment under an annuity contract held by the Plan Trust at the beginning of the calendar year (other than an annuity contract described at the beginning of the calendar year in paragraph (b) of the definition "qualified investment" in subsection 205(1) of the ITA) that is paid to the Plan Trust in the calendar year, or
    2. if the periodic payment under such an annuity contract is not made to the Plan Trust because the Plan Trust disposed of the right to that payment in the calendar year, a reasonable estimate of that payment on the assumption that the annuity contract had been held throughout the calendar year and no rights under the contract were disposed of in the calendar year.

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

"Specified RDSP Payment" in respect of an Eligible Individual means a payment that:

- (a) is made to an RDSP under which the Eligible Individual is the Beneficiary;
- (b) complies with the conditions set out in paragraphs 146.4(4)(f) to (h) of the ITA;
- (c) is made after June 2011; and
- (d) has been designated in prescribed form for a taxation year by the Holder of the plan and the Eligible Individual at the time that the payment is made.

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

2. **Acceptance and Registration:** The following conditions must be satisfied in order for the Plan to be considered registered:

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

The Plan will not be considered registered unless the Trustee notifies the Specified Minister of the Plan's existence in prescribed form containing prescribed information without delay after this arrangement is entered into.

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

If the Trustee agrees to act as trustee of the Plan Trust, the Account Holder will be bound by the terms and conditions imposed on the Account Holder's Plan Trust by all Applicable Legislation. If the Trustee declines to act as trustee, the Account Holder or a Dealer (as defined below) will be notified and any amounts received by the Trustee as Contributions will be returned.

3. **Purpose:** The Trustee will hold Contributions accepted by it for the Plan Trust, investments made with those amounts and any income and net capital gains realized in respect of those investments in trust exclusively for the benefit of the Beneficiary under the Plan. The Beneficiary's designation is irrevocable and no right of the Beneficiary to receive payments from the Plan is capable of surrender or assignment.
4. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with the Plan as the Account Holder's investment advisor, broker or dealer, or on behalf of the Account Holder's investment advisor, broker or dealer, as indicated on the application form or by declaration made by the Account Holder. The Account Holder acknowledges that a Dealer or any other person from whom the Account Holder obtains investment, tax or other advice is the Account Holder's agent and when acting (or representing that it acts) as a Dealer or the Account Holder's advisor is not the agent of the Trustee or any of the Trustee's affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by the Account Holder or a Dealer on the Account Holder's behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as the Account Holder's agent or is otherwise authorized to act on the Account Holder's behalf.

5. **Account Holder's Responsibility:** The Account Holder is responsible for:
  - (a) selecting investments for the Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on the Account Holder's behalf;
  - (b) ensuring that Contributions to the Plan do not exceed the maximum contribution limits permitted by the ITA;
  - (c) ensuring that the investments held in the Plan are at all times qualified investments for the Plan under the ITA and immediately notifying the Trustee if an investment held in the Plan is or becomes a non-qualified investment for the Plan under the ITA; and
  - (d) providing the Trustee, upon request, with the current fair market value of any investment held in the Plan for which there is no published market price.

The Account Holder acknowledges and accepts responsibility for these matters and undertakes to act in the best interest of the Plan. The Account Holder confirms that the Trustee is not responsible for any of these matters or for any loss in the value of the Plan. The Account Holder acknowledges that a Dealer or any other person from whom the Account Holder obtains investment, tax or other advice is the Account Holder's agent and when acting (or representing that it acts) as a Dealer or the Account Holder's advisor is not the agent of the Trustee or any of its affiliates.

6. **Trustee's Responsibility:** The Trustee is ultimately responsible for the administration of the Plan. The Trustee is not authorized to select investments for the Plan and will not assess the merits of any investment selected by the Account Holder or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to the Account Holder or a Dealer; nor is the Trustee responsible for any advice that the Account Holder obtains from a Dealer or any other source. Notwithstanding any other provision in this declaration, the Trustee will not be liable for any loss or penalty suffered as a result of any act done by it in reliance on the Account Holder's authority, the authority of a Dealer or the authority of the Account Holder's agents or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as the Account Holder's Dealer, agent or legal representative or is otherwise authorized to act on the Account Holder's behalf.

7. **Changes in Account Holder:** An entity may only become a successor or assignee of an Account Holder if the entity is:
  - (i) the Beneficiary;
  - (ii) the Beneficiary's estate;
  - (iii) an Account Holder of the Plan at the time rights are acquired;
  - (iv) a Qualifying Person in relation to the Beneficiary at the time rights under the Plan are acquired; or
  - (v) a legal parent of the Beneficiary who was previously an Account Holder of the Plan.

An entity may not exercise their rights as a successor or assignee of an Account Holder until the Trustee is advised that the entity has become an Account Holder of the Plan. Before exercising their rights as a successor or assignee of Account Holder, the Trustee must be in receipt of the entity's social insurance number or business number, as the case may be, and other information required by the Trustee for the administration of the Plan and to comply with its regulatory requirements.

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

8. **Beneficiary Replacing the Account Holder:** Any Account Holder of a Disability Savings Plan who was a Qualifying Person in relation to the Beneficiary under the Plan at the time the Plan (or another RDSP of the Beneficiary) was entered into solely because of paragraph (iii) of the definition of "Qualifying Person" ceases to be an Account Holder of the Plan and the Beneficiary becomes the Account Holder of the Plan if:
  - (i) the Beneficiary is determined to be contractually competent by a competent tribunal or other authority under the laws of a province or, in the Trustee's opinion after reasonable inquiry, the Beneficiary's contractual competence to enter into a Disability Savings Plan is no longer in doubt; and
  - (ii) the Beneficiary notifies the Trustee that the Beneficiary chooses to become the Account Holder of the Plan.
9. **Entity Replacing Account Holder:** If an entity described in subparagraph (i) (b) or (i)(c) of the definition of "Qualifying Person" is appointed in respect of a Beneficiary of a Disability Savings Plan and an Account Holder of the Plan was a Qualifying Person in relation to the Beneficiary at the time the Plan (or another RDSP of the Beneficiary) was entered into solely because of paragraph (iii) of that definition:
  - (i) the entity shall notify the Trustee without delay of the entity's appointment;
  - (ii) the Account Holder of the Plan ceases to be an Account Holder of the Plan; and
  - (iii) the entity becomes the Account Holder of the Plan.

10. **Rules Applicable in Case of Dispute:** If a dispute arises as a result of the Trustee's acceptance of a Qualifying Family Member who was a Qualifying Person in relation to the Beneficiary at the time the Plan (or another RDSP of the Beneficiary) was entered into solely because of paragraph (iii) of the definition of "Qualifying Person" as an Account Holder of a Disability Savings Plan, from the time the dispute arises until the time that the dispute is resolved or an entity becomes the Account Holder of

the Plan under the sections 8 or 9 above, the Account Holder of the Plan shall use their best efforts to avoid any reduction in the fair market value of the property held by the Plan Trust, having regard to the reasonable needs of the Beneficiary under the Plan.

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

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

12. **Contributions:** Only the Account Holder may make Contributions to the Plan unless they have given written consent to allow another entity to make Contributions to the Plan. Contributions may not be made into the Plan if the Beneficiary is not a DTC Eligible Individual in respect of the taxation year in which the Contribution is made. Contributions may not be made into the Plan at any time if the Beneficiary died before that time. A Contribution may not be made into the Plan at any time, other than as a transfer in accordance with section 16 if
  - (i) the Beneficiary is not resident in Canada at that time;
  - (ii) the Beneficiary turns 59 years of age before the calendar year that includes that time; or
  - (iii) the total of the Contribution and all other Contributions made (other than as a transfer in accordance with section 16) at or before that time to the Plan or to any other plan of the Beneficiary would exceed \$200,000.

13. **Investments:** The Trustee may accept and act on any investment instructions that the Trustee believes in good faith to be given by the Account Holder or a Dealer. The assets of the Plan will be invested and reinvested from time to time according to the Account Holder's investment instructions or those of a Dealer. The Trustee is not authorized to select investments for the Plan and will not assess the merits of the investments selected by the Account Holder or a Dealer. In selecting investments for the Plan, the Account Holder will not be limited to those investments authorized by Applicable Legislation governing the investment of property held in trust; however, if the Account Holder selects investments for the Plan that are not authorized by Applicable Legislation, then the Account Holder will be liable to pay any applicable taxes. Notwithstanding any other provision in this contract, the Trustee may for any reason refuse to act on any investment instruction, in which case the Account Holder or a Dealer will be notified, and the Trustee will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by the Trustee in connection with the Plan will be converted into the currency denomination of the Plan and invested in a money market fund in a manner consistent with securities law disclosure made by the RDSP agent named on the application, if applicable, or otherwise in an interest-bearing cash account as part of the Trustee's guaranteed deposits and the Trustee will credit the Account Holder's Plan with interest, as calculated by the Trustee, at the rate published by it from time to time for cash accounts. Any interest, in excess of the published rate will be for the Trustee's account. If it is necessary for cash or other assets held in the Plan to be converted to another currency, the Trustee, its affiliate, its agent or a person engaged by it may act as principal on the Trustee's or its own behalf and not on the Account Holder's behalf to convert the currency at the rate established by the Trustee or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by the Trustee or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for the account of the Trustee or the account of the other service provider.

14. **Payments from the Plan:** No payments will be made from the Plan other than:
  - (i) the payment of Disability Assistance Payments to or for a Beneficiary of the Plan;
  - (ii) the transfer of an amount to another trust that irrevocably holds property under a RDSP of the Beneficiary, as detailed in section 16; and
  - (iii) repayments of amounts under the CDSA and its Regulations or under a Designated Provincial Program.

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

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

If the Beneficiary reached 59 years of age before the particular calendar year, the total amount of all payments from the Plan in the year must be at least equal to the Legislated Maximum Formula Result. If the property in the plan Trust is insufficient to make available the required amount, a lesser amount may be paid.

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

Following receipt of satisfactory instructions from the Account Holder or a Dealer, the Trustee will transfer or realize investments of the Plan selected by the Account Holder or Dealer for the purpose of making a payment to the Beneficiary and will not be liable for any resulting loss. If such instructions are incomplete, the Trustee may transfer or realize any investment of the Plan selected by the Trustee for the purpose of making a payment to the Beneficiary and will not be liable for any resulting loss. Payments will be made net of all proper charges. If the Plan does not have sufficient cash to pay these charges, the Trustee will be entitled to require the Account Holder to pay these charges.

15. **Disability Assistance Payments:** If the total amount of all Government Funded Benefits paid into this and another RDSP of the Beneficiary before the beginning of the calendar year exceeds the total amount of Contributions (other than as a transfer in accordance with section 16) paid into this and another RDSP of the Beneficiary before the beginning of the calendar year then the following conditions must be adhered to:
  - (a) If the calendar year is not a Specified Year for the Plan, the total amount of Disability Assistance Payments made in the year from the Plan will not exceed the Specified Maximum Amount. When calculating the total amount, a transfer as detailed in section 16 is to be disregarded if payments are made in lieu of those that should have been made under the prior plan of the Beneficiary as described in paragraph 146.4(8)(d) of the ITA. A transfer as detailed in section 16 is to be

disregarded if the transfer is made in lieu of a payment that would have been permitted to be made from the other plan in the calendar year if the transfer had not occurred.

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

16. **Transfers:** At the direction of the Account Holder(s) of the Plan, the Trustee will transfer all property held by the Plan Trust directly to another Registered Disability Savings Plan of the Beneficiary. The Account Holder(s) of the Plan will provide the Trustee with notice and direction to transfer the property held by the Plan Trust to such other Registered Disability Savings Plan without delay and in any event within 60 days. The Trustee will provide the issuer of the new plan with all information in its possession other than information provided to the issuer of the new plan by the Specified Minister, that is necessary for the new issuer to comply with the requirements of the Applicable Legislation. The Trustee will terminate the Plan immediately following the transfer to the new Registered Disability Savings Plan and the transfer will be completed without delay. The Trustee will make an effort to provide the issuer of any recipient plan with all relevant information in its possession. The transfer of all property will be made subject to any restrictions under the ITA, any agreement with the Specified Minister, and the terms and conditions of the investments of the Plan.

In addition to any other Disability Assistance Payments that are required to be paid to the Beneficiary in the year, if the Beneficiary is transferring an amount from another Registered Disability Savings Plan and the Beneficiary attained the age of 59 years before the calendar year in which the transfer occurs, the Plan will make one or more Disability Assistance Payments to the Beneficiary whose total will be equal to the amount by which the total amount of Disability Assistance Payments that would have been made from the prior plan in the year if the transfer had not occurred exceeds the total amount of Disability Assistance Payments made from the prior plan in the year.

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

- (i) the calendar year in which the Beneficiary dies; and  
(ii) the first calendar year  
(a) if a DTC Election is made, that includes the time that the DTC Election ceases to be valid, and  
(b) in any other case, throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

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

- (i) the calendar year in which the Beneficiary dies; and  
(ii) the first calendar year  
(a) if a DTC Election is made, that includes the time that the DTC Election ceases to be valid, and  
(b) in any other case, throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

18. **Non-Compliance of the Plan:** If either the Trustee, the Account Holder or the Beneficiary of the Plan fails to comply with the requirements in respect of Registered Disability Savings Plans as set out in the Applicable Legislation or if the Plan is not administered in accordance with its terms, the Plan will be considered non-compliant and will cease to be a Registered Disability Savings Plan at that time. At the time the Plan ceases to be registered, a Disability Assistance Payment will be deemed to have been made from the Plan to the Beneficiary, or, if the Beneficiary is deceased, to their estate, that is equal to the amount by which the fair market value of the property held by the Plan Trust exceeds the Assistance Holdback Amount.

If the Plan ceases to be registered because a Disability Assistance Payment is made that results in the fair market value of the property in the Plan being less than the Assistance Holdback Amount, an additional Disability Assistance Payment will also be deemed to be made from the Plan to the Beneficiary at that time which is equal to the amount by which the lesser of the Assistance Holdback Amount in relation to the Plan and the fair market value of the property held by the Plan Trust at the time of payment exceeds the fair market value of the property held by the Plan Trust immediately after the payment.

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

If the requirements of the Applicable Legislation are not met, the Plan will cease to be a Registered Disability Savings Plan unless the Minister of National Revenue waives such requirements.

19. **Obligations of the Trustee:** The Trustee will forward notification of any change in Account Holder under the Plan to the Specified Minister in prescribed form containing prescribed information on or before the day that is 60 days after the later of:

- (i) The day on which the Trustee is advised of the change in Account Holder; and  
(ii) The day on which the Trustee is provided with the social insurance number or business number of the new Account Holder.

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

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

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

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

If the Trustee enters into the Plan with a Qualifying Family Member who was a Qualifying Person in relation to the Beneficiary at the time the Plan (or another RDSP of the Beneficiary) was entered into solely because of paragraph (iii) of the definition "Qualifying Person", the Trustee will notify the

Beneficiary accordance with section 146.4(13)(e)(i) of the ITA and collect and use any information provided by the Account Holder of the Plan that is relevant to the administration of the Plan.

If, after reasonable inquiry, the Trustee is of the opinion that the individual's contractual competence to enter into a Disability Savings Plan is in doubt, no action lies against the Trustee for entering into the Plan, under which the individual is the Beneficiary, with a Qualifying Family Member who was a Qualifying Person in relation to the Beneficiary at the time the Plan (or another RDSP of the Beneficiary) was entered into solely because of paragraph (iii) of the definition of "Qualifying Person".

20. **Truth of Information and Undertaking:** The Account Holder warrants that all information on the application or subsequently provided by the Account Holder, a Dealer or other person to the RDSP agent named on the application (whether it relates to the Account Holder, a Beneficiary, a Beneficiary's parents or guardians or another) is true and accurate and undertakes to provide proof thereof if requested by the Trustee. The Account Holder undertakes to notify the RDSP agent named on the application of any change in the information provided by the Account Holder, a Dealer or other person.

21. **Accounting and Reporting:** The Trustee will maintain an account of the Plan reflecting, with appropriate dates: (a) Contributions to the Plan Trust; (b) the name, number and cost of investments purchased or sold by the Plan Trust; (c) dividends, interest and other distributions received by the Plan Trust; (d) cash; (e) withdrawals, transfers and expenses paid from the Plan Trust; and (f) the balance of the Account Holder's account.

22. **Fees and Expenses:** The Trustee and/or its agent may charge the Account Holder or the Plan fees as published by the Trustee or its agent from time to time. The Trustee will give the Account Holder at least 30 days' notice of any change in its account fees. In addition, the Trustee is entitled to charge the Plan fees for out-of-the-ordinary services requested by the Account Holder or a Dealer in connection with the Plan and is entitled to reimbursement from the Plan for all disbursements, expenses and liabilities incurred by the Trustee in connection with the Plan. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in the Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the settlement of trades or the conversion of currency; and taxes, interest and penalties imposed on the Plan. The Trustee is entitled to charge the Plan fees for any services required to ensure that the Plan complies with applicable laws and contractual obligations. The Trustee is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of the Plan or any other account held by the Account Holder with the Trustee or any of its affiliates and for this purpose the Trustee is authorized, but not obliged, to realize sufficient assets of the Plan or such other account selected by it. The Trustee will not be responsible for any resulting loss.

23. **Tax Imposed the Account Holder or the Plan:** If the Plan becomes liable for tax, interest or penalties under the ITA or provincial legislation, the Trustee may sell any investment of the Plan Trust to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of the Plan Trust to avoid or minimize the imposition of tax, interest or penalties on the Account Holder or the Plan Trust. The Trustee will not be liable for any tax, interest or penalty imposed on the Account Holder or the Plan Trust or for any loss resulting from the disposition or failure to dispose of any investment held by the Plan Trust.

24. **Delegation of Duties:** Without detracting in any way from its responsibility, the Trustee may appoint one or more agents (including affiliates of the Trustee) and may delegate to its agents the performance of any of its duties or responsibilities under this declaration including but not limited to administrative duties such as accepting Contributions to the Plan Trust, executing investment instructions, safekeeping the assets of the Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in the Plan, communicating with the Account Holder, a Dealer or legal representatives and responding to their concerns. The Trustee may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. The Trustee will not be liable for the acts or omissions of any of its agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of the Account Holder's other agents, advisors or service providers. The Trustee may pay to any agent, advisor, service provider or Dealer all or part of the fees received by it under the provisions of this declaration and/or a fee calculated by reference to the amount of cash held in the Plan and/or currency converted.

25. **Amendments:** Subject to section 19, from time to time, the Trustee may amend this declaration to the extent permitted by law provided that the amendment does not disqualify the Plan as a Registered Disability Savings Plan under the Applicable Legislation or any other legislation. Any amendment to ensure that the Plan continues to comply with the Applicable Legislation or any other legislation will be effective without notice. Any other amendment will be effective not less than 30 days' after notice has been provided to the Account Holder.

26. **Successor Trustee:** The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the RDSP agent named on the application who is initially nominated to appoint a company as successor trustee. If the company appointed by the RDSP agent named on the application does not accept the office of trustee of the Plan within 30 days' of being appointed, then the RDSP agent named on the application may nominate the Account Holder to appoint a successor trustee by providing the Account Holder with notice. Upon acceptance of the office of trustee of the Plan, the successor trustee will be trustee of the Plan as if it had been the original declarant of the Plan and the Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, the Trustee will be relieved of all duties and liabilities under this declaration. The Account Holder will be required to appoint a new Trustee within 60 days of being nominated to appoint a successor trustee.

27. **Notice to the Account Holder:** The Account Holder acknowledges and agrees that any regulatory notice, disclosure required by law, statement, transaction confirmation, request or other communication required or permitted to be given to the Account Holder by the Trustee must be in writing and will be sufficiently given if it is sent by pre-paid mail, telex, electronic mail or other form of electronic transmission addressed to the Account Holder at the address provided on the application or subsequently provided by the Account Holder or a Dealer in a notice to the Trustee (the "Consent"). The Account Holder may revoke the Account Holder's Consent to receive such information in electronic form at any time. The Trustee is not responsible for verifying the accuracy or currency of any address provided to it. The Account Holder shall inform the RDSP agent named on the application of any change to the Account Holder's address. The Account Holder will be responsible for retaining a copy of any information received in electronic form. The Account Holder's Consent to receive information in

electronic form shall be effective as of the date indicated on the application. Any regulatory notice, disclosure required by law, statement, transaction confirmation, request or other communication will be deemed to have been given to the Account Holder and received by the Account Holder on the day of mailing or transmission. Notwithstanding the above, the Trustee is under no obligation to send the Account Holder such information in electronic form.

28. **Notice to the Trustee:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to the Trustee by the Account Holder or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to the Trustee and is received by the Trustee or the RDSP agent named on the application by pre-paid mail, courier or telecopier addressed to the Trustee or such agent at the address for the Trustee or such agent last provided to the Account Holder. The Trustee is permitted but not obliged to accept and act on a notice, request or other communication given to it by the Account Holder or a Dealer by internet, electronic transmission or telephone. The Trustee may for any reason refuse to act on any notice, request or other communication given to it by the Account Holder or a Dealer and the Trustee will not be responsible for any resulting loss. Any notice, request or other communication given to the Trustee will be deemed to have been given to it and received by it at the time of actual receipt by the Trustee or the RDSP agent named on the application.
29. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada. Any litigation regarding this declaration shall take place in Toronto, Ontario.
30. **Specimen Plan:** RDSP 2417001

## PRE-AUTHORIZED DEBIT TERMS & CONDITIONS

- a) **By signing this application, you (the bank Account Holder(s)) hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.**
- b) You authorize Mackenzie Financial Corporation (Mackenzie) to debit the bank account provided for the amount(s) and in the frequencies instructed.
- c) If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.
- d) You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
- e) You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- f) You may change these instructions or cancel this plan at any time, provided that Mackenzie receives at least 10 business days notice by phone or by mail. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at [www.cdnpay.ca](http://www.cdnpay.ca). You agree to release the financial institution of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution.
- g) Mackenzie is authorized to accept changes to this agreement from my registered dealer or my financial advisor in accordance with the policies of Mackenzie, in accordance with the disclosure and authorization requirements of the CPA.
- h) You agree that the information in this form will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- i) You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- j) You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

February 2010

## PRIVACY PROTECTION NOTICE

Mackenzie Financial Corporation (referred to in this Notice as “we”, “us”, “our”, and “Mackenzie”) has always been committed to protecting the privacy of personal information that we collect and maintain in the course of carrying on our business. This Notice describes how we collect, hold, use, and disclose your personal information. Please read this Notice and contact us through any of the means listed at the end of the document if you have any questions.

Members of the Mackenzie Group of Companies include any affiliates or successor companies of Mackenzie whose business relates to a purpose identified in this Notice.

In this Notice, your “Dealer” refers to an individual or entity acting or representing that it acts in connection with your investments as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. By applying for one of our products or services, you acknowledge and agree that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

1. **Client Record and Personal Information:** We hold the personal information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called the “client record”. Depending on the investment or service you request, the personal information in your client record may include your name, address, telephone number, social insurance number (“SIN”), birth date, account holdings, and the name, address, and SIN of your spouse and/or beneficiary among other information. For example, if you have established a pre-authorized payment plan, your financial institution account number is also held in your client record. Where you provide personal information about another individual, you represent to us that you are authorized to disclose such information to us.

2. **Providing Your Personal Information to us:** When you or your Dealer complete an application form or otherwise open an account with Mackenzie, you are providing personal information to Mackenzie, including, where applicable, personal information concerning your spouse and/or beneficiary, in order to:

- make an investment;
- provide instructions about an investment you have made; or
- receive information related to an investment you have made.

Mackenzie collects this personal information, holds it in your client record, uses it, and discloses it for the purposes identified in this Notice.

3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Mackenzie may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified in paragraph 4 for the following purposes:

- identifying you and ensuring the accuracy of information contained in your client record;
- establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
- executing transactions with or through Mackenzie including transferring funds by electronic or other means;
- providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
- verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
- processing pre-authorized debit transactions;
- collecting a debt owed to Mackenzie;
- engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
- meeting legal and regulatory requirements.

4. **Third Parties:**

- Mackenzie may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
- Mackenzie may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Mackenzie transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.
- Mackenzie may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency.
- Mackenzie may disclose your personal information for the purposes identified in this Notice to third parties such as your Dealer, third party service providers, data-processing firms, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and group plan administrators. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us. Your decision to withdraw consent may prevent Mackenzie from providing or continuing to provide products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.

5. **Using Your SIN:** By law, Mackenzie is required to use your SIN when submitting tax reports to the Canada Revenue Agency. We may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated. Also, we may share your SIN as a unique identifier for the purposes identified in this Notice to third parties such as your Dealer, group plan sponsor, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.

6. **Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format primarily in Toronto, but it may also be kept in other Canadian locations. To request access to your client record, please contact us.

7. **Changes to Your Personal Information:** Please inform Mackenzie promptly of any change in the personal information that you have provided.

8. **Right to Access and Rectify Personal Information:** You are entitled to access, through a written request, the personal information contained in your client record, subject to limited exceptions set out in law. You may verify this personal information and request that any inaccurate information be corrected. To access and correct your personal information, please contact us.

9. **Resolving Your Questions and Concerns:** If your concerns about access to and/or the correction of your personal information have not been resolved to your satisfaction, or if you have any questions or other concerns about our management of your personal information, you can contact the Privacy Compliance Officer, Mackenzie Financial Corporation, 180 Queen Street West, Toronto, Ontario, M5V 3K1. You may also send an email to [privacy@mackenzieinvestments.com](mailto:privacy@mackenzieinvestments.com). If after contacting the Privacy Compliance Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

**Mackenzie Client Relations:**

**Telephone:** 1-800-387-0614

**E-mail:** [service@mackenzieinvestments.com](mailto:service@mackenzieinvestments.com)

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## GENERAL INQUIRIES

For all of your general inquiries and account information please call:

ENGLISH	1-800-387-0614	
BILINGUAL	1-800-387-0615	
ASIAN INVESTOR SERVICES	1-888-465-1668	
TTY	1-855-325-7030	416-922-4186
FAX	1-866-766-6623	416-922-5660
E-MAIL	service@mackenzieinvestments.com	
WEB	mackenzieinvestments.com	

Find fund and account information online through Mackenzie Investments' secure InvestorAccess. Visit [mackenzieinvestments.com](http://mackenzieinvestments.com) for more information.

