

# Classic Registered Account Application



Last updated: February 2024

Account No. \_\_\_\_\_

## PART 1: PLAN TYPE

RSP    Spousal RSP    RIF    Spousal RIF    LRSP/LIRA    LIF/LRIF    RLSP    RLIF

If your plan type is locked-in:

a. Indicate the applicable Pension Legislation and complete the appropriate addendum: \_\_\_\_\_ (Province)

b. Select one of the following:

- I am married or have a common-law spouse or cohabiting partner.  
 I am not married and do not have a common-law spouse or cohabiting partner.

## PART 2: ANNUITANT INFORMATION

Mr.    Mrs.    Miss    Ms.    Dr.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Social Insurance Number \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth (YYYY/MM/DD) \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Email \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

## PART 3: SPOUSAL INFORMATION

Mr.    Mrs.    Miss    Ms.    Dr.

Spousal RSP    Spousal RIF

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Social Insurance Number \_\_\_\_\_

For RIF/LIF Plans: I hereby elect to use  my age  my spouse or common-law partner's age to compute the minimum amount to be paid out. Once payments have started, the age used in calculating the amounts cannot be changed.

Date of Birth (YYYY/MM/DD) \_\_\_\_\_

## PART 4: SUCCESSOR ANNUITANT & BENEFICIARY DESIGNATION

Select ONE of the following options:

In the event of my death, I hereby designate the following person as my designated beneficiary of my RSP, LRSP/LIRA, RLSP entitled to receive my interest in this account if living at the time of my death.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Relationship \_\_\_\_\_

In the event of my death, I hereby elect that my spouse\*, if living at the time of my death shall continue to receive payments as successor annuitant under my RIF, LIF/LRIF, RLIF.

Spouse's Name \_\_\_\_\_ Spouse's Social Insurance Number \_\_\_\_\_

If the successor annuitant named above, if any, predeceases me or I have not elected a successor annuitant under my Plan, then I hereby designate the following person as the beneficiary designated to receive the proceeds of the Plan if living at my death.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Your designation above will not be automatically revoked or changed as a result of any future marriage or divorce.

\*Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the Income Tax Act (Canada).

## PART 5: INVESTMENT INSTRUCTIONS

Product Type:  Guaranteed Investment Certificate    Short Term Deposit  
 Cashable GIC    Cash Savings

Amount: \$ \_\_\_\_\_ Term: \_\_\_\_\_ Fixed Interest Rate: \_\_\_\_\_ %

Interest Payment:  Savings    Compounded Annually  
OR  
Source of Funds:  Contribution via direct deposit or cheque    Transfer from other FI  
OR

## PART 6: RIF/LIF/RLIF/LRIF PAYMENT

Payment Frequency:  Monthly  Quarterly  Semi-annually  Annually

Payment Amount:  Minimum (per ITA)  Specified Amount \$ \_\_\_\_\_ (cannot exceed LIF Maximum amount)  LIF Maximum

Payment Date: \_\_\_\_\_  
(MM/DD)

Payment Instructions: Direct Deposit to my bank account \_\_\_\_\_  
Bank \_\_\_\_\_ Transit Number \_\_\_\_\_ Account Number (attach a "VOID" cheque) \_\_\_\_\_

For the election of my age or my spouse's age, please complete section 3.

## PART 7: AGENT INFORMATION

I hereby appoint the following agent named within and direct and authorize CTC to release and provide all or any information concerning my registered account to my agent. I further authorize CTC to accept instructions from my agent, signed by me, with respect to the acquisition or disposition of any investment held for my Plan and to accept renewal instructions from my agent as directed by me, and authorize CTC to make all required deposits and withdrawals from the Plan for the purpose of carrying out such instructions.

Agent Name \_\_\_\_\_ Company \_\_\_\_\_

Email \_\_\_\_\_ Telephone Number \_\_\_\_\_ License/Agent Number/CTC Agent Code \_\_\_\_\_

## PART 8: ACKNOWLEDGEMENTS

I acknowledge that I have read and agree to the Declaration of Trust attached to this application which governs the Plan and I understand that my Plan is subject to the provisions therein contained.

I, the annuitant, hereby request the issuer/carrier, Community Trust Company ("CTC") to apply for registration of the Community Trust Company retirement savings plan or retirement income fund ("Plan") as a registered retirement savings plan or registered retirement income fund under section 146 or 146.3 of the Income Tax Act (Canada).

I understand that in accordance with the Income Tax Act (Canada) and amendments and regulations thereto, and any other applicable Act, income tax may be payable on any benefit derived under the Plan.

I acknowledge that it is my responsibility to determine and ensure that all investments are, and remain qualified investments for a registered account under the Applicable Legislation. I acknowledge that I am responsible for any tax consequences under the Applicable Legislation resulting from the acquisition, retention or disposition of any investments.

I acknowledge that CTC does not provide investment advice, nor determine suitability of my investments. I confirm that I am not relying upon the knowledge, expertise or information of CTC or its staff, agents or representatives in making, keeping, administering or disposing of any investments or assets within my Plan. I agree that the sole obligation of CTC with respect to the Plan shall be to act as bare trustee only.

I acknowledge that I am and continue to be solely and completely responsible for all decisions, including lawyers, agents, and investments made by me or on my behalf for the Plan.

I irrevocably direct CTC, except where the Trustee is liable for charges, costs, etc. that are attributable to the Trustee under the Act, to charge to the Plan all costs, expenses, charges, judgements or losses or any amounts for which CTC may become liable and in any way associated with my Plan and this shall be your good and sufficient authority to do so. I further acknowledge that in the event there are insufficient assets within my Plan to meet any obligation or liability which is attributable to or accrues to CTC, then I agree to indemnify and save harmless CTC from any such liability or amount upon demand.

It is expressly agreed that all investment directions handled by CTC shall be at my risk and I hereby indemnify, remise, release and forever discharge CTC, its shareholders, directors, officers, employees, representatives and agents from any and all claims, liabilities judgements or amounts owing or accruing to me, my heirs, executors, assigns, trustee or successors and in any way associated with the Plan.

This acknowledgment shall bind my heirs, executors, assigns, trustee and successors.

I acknowledge that the contents of this Acknowledgment have been fully explained to me, that I have been given an opportunity to discuss this with legal counsel and that I fully understand both the nature and the consequences of this document and that if the document is signed pursuant to a Power of Attorney, I acknowledge that the Power of Attorney is valid, in force and continues to be effective and one upon which CTC may continue to rely upon and to bind me.

I consent to having CTC use the email address that I have supplied herein to communicate with me regarding the status and on-going administration of my Plan.

Annuitant Signature

Date



Community Trust Company

### Privacy Statement

At Community Trust Company, we are committed to the protection of the personal information entrusted to our care. The personal information provided on this form is only collected, used, disclosed, or retained for the purpose of completing an application with Community Trust Company and in accordance with our Privacy Policy ([communitytrust.com/privacy-policy/](http://communitytrust.com/privacy-policy/)) and any other consents obtained from you. Your personal information may be collected, used, disclosed, or stored internally or externally (by service providers) in locations outside of your province of residence or Canada. For additional information about our privacy practices or to contact us, please visit us at [communitytrust.com/privacy-and-security-centre/](http://communitytrust.com/privacy-and-security-centre/).

**Establishment of the Plan:**

Community Trust Company, a trust company incorporated under the laws of the Province of Ontario, having its head office in the City of Mississauga, in the Province of Ontario (hereinafter referred to as the 'Trustee'), hereby declares that it accepts the office of the Trustee for the applicant (hereinafter referred to as the 'Annuitant') named on the face hereof under the Community Trust Company Retirement Savings Plan (hereinafter referred to as the 'Plan') and undertakes to administer the Plan for the Annuitant in accordance with the Income Tax Act (Canada). The ultimate responsibility for administering the Plan lies with the Issuer.

**1. Definition of Terms**

**"Annuitant"** – means the applicant ('annuitant' for the purposes of the Income Tax Act (Canada)) who has executed the Application.

**"Annuitant's Agent"** – means any person who is the duly appointed agent of the Annuitant with limited authority to act on behalf of the Annuitant in connection with investment instructions for the Plan and who is named in a written certificate of agent's authority, in form acceptable to the Trustee, signed by the Annuitant and delivered to the Trustee, which certificate shall include a specimen of the agent's signature and which the certificate has not been revoked by written notice of revocation delivered by the Annuitant to the Trustee.

**"Application"** – means the duly completed and signed application form that is attached to and forms part of this Declaration of Trust.

**"Applicable Tax Legislation"** – means the Income Tax Act (Canada) and any applicable provincial income tax legislation, as amended from time to time.

**"CTC"** – means Community Trust Company, the Trustee.

**"Declaration of Trust"** – means, collectively, the Application, these provisions and any additions and amendments made hereto in writing from time to time. In the event of any conflict, the following order of precedence shall apply: additions and amendments made in writing from time to time; Declaration of Trust; Application.

**"Designated Beneficiary"** – means any person designated as such by the Annuitant by any effective designation of beneficiary delivered with the Application or by any subsequent effective designation of beneficiary.

**"Distributions Received"** – means all dividends, interest and other distributions received by the Trustee in respect of the Investments.

**"First Home Savings Account" or "FHSA"** – means an arrangement that has been registered with the Minister of National Revenue and has not ceased to be a FHSA pursuant to subsection 146.6(16) of the Tax Act.

**"Fiscal Year"** – means the fiscal year of the Plan. It ends on December 31 each year and shall not exceed 12 months.

**"Fund Assets"** – means the aggregate of uninvested money, investments, uninvested Distributions Received and all other property or assets held ['property held' for the purposes of the Income Tax Act (Canada)] at any time by the Trustee for the benefit of the Annuitant under the Plan.

**"Investments"** – means such security and other investment property from time to time received or acquired and held by the Trustee for the Plan.

**"Investment Instructions"** – means written instructions representing the acquisition, purchase, sale, redemption or other disposition of investments, in form acceptable to the Trustee, duly signed and delivered by the Annuitant, or the Annuitant's Agent to the Trustee.

**"LIF"** – means a life income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LIRA"** – means a locked-in retirement account that is registered as a RSP under the Tax Act and complies with applicable pension legislation.

**"LRIF"** – means a locked-in retirement income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LRSP"** – means a locked-in RRSP which contains provisions required under applicable pension legislation that restrict the holder's access to the funds because they originated from a registered pension Plan governed by the applicable pension legislation.

**"Plan"** – means the CTC RSP, LRSP, LIRA or RLSP.

**"RIF"** – means a retirement income fund as defined by the Tax Act.

**"RLIF"** – means a restricted life income fund that is registered under the Tax Act and complies with the applicable pension legislation.

**"RLSP"** – means a restricted locked-in savings plan that can only be established as a result of a transfer of funds from an RLIF

**"Registered Retirement Savings Plan (RRSP)" and "Registered Retirement Income Fund (RRIF)"** – means a retirement savings Plan (RSP) and a retirement income fund (RIF), respectively that have been registered under the Tax Act.

**"Spouse"** has the same meaning as it has in Applicable Tax Legislation and includes a common-law partner as defined in the Tax Act.

**"Tax Act"** – means the Income Tax Act (Canada), as amended from time to time.

**"Transferred Property"** – means any property caused by the Annuitant to be Transferred to the Trustee for the Plan in accordance with provisions of section 10 of this Declaration of Trust.

**"Trustee"** – means Community Trust Company at its head office in the Province of Ontario, in its capacity as trustee of the Plan, ['Carrier' for the purposes of the Income Tax Act (Canada)].

**"We", "Our" and "Us"** – means Community Trust Company (CTC).

**"Year"** – means a calendar year commencing: a) in the first year of the Plan not later than the date of acceptance of the Application by the Trustee and the date of first receipt of the Fund Assets by the Trustee, and b) in all subsequent years starting January 1 and ending December 31.

**"You" and "Your"** – means the customer (annuitant) named on the Application.

## **2. Registration**

The Trustee shall apply for registration of your Plan under Applicable Tax Legislation. CTC agrees to accept the position of Trustee of your Plan once we have received your completed application.

## **3. Purpose**

The purpose of the Plan is to provide you with a retirement income. The Plan shall be maintained by the Trustee for the sole purpose of investing funds contributed by the Annuitant with said funds to be invested as directed from time to time in any one of or combination of investment options.

## **4. Contributions**

Contributions may be made to the Plan by the Annuitant at any time providing that such contributions are in accordance with the Income Tax Act (Canada) and amendments and regulations thereto, and such Provincial Acts having jurisdiction. The Annuitant may cease contributing at any time. You, or where applicable, your spouse can deposit amounts to your RSP in a single payment or in periodic payments up to the maximum contribution limit permitted by the Tax Act. You are responsible for determining the maximum permitted contribution to your RSP in any tax year. We will not accept contributions or transfers to your RSP after December 31 of the year you turn age 71.

## **5. Excess Contribution**

The Trustee shall, within 90 days of receipt by way of written application from the Annuitant, or the Annuitant's spouse, refund to the applicant all or any part of the amount established to be an 'excess amount for the year', as defined in clause 146 (2) (c. 1) of the Income Tax Act (Canada), in respect of such Annuitant but such refund shall not exceed the total amount contributed to or under the Plan in the year.

## **6. Source of Funds**

All amounts transferred to your Plan must be qualified investments and come from another RRSP you, or your spouse or a former spouse, or from a FHSA, or other sources that may be permitted from time to time by the Applicable Tax Legislation. All amounts transferred to your CTC LRSP or LIRA must be locked in, meaning that your access to them is restricted by the applicable pension legislation and must comply with applicable tax legislation. Amounts transferred to your CTC LRSP or LIRA must come from another LRSP LIRA you or your spouse, or a former spouse owns or any other source that may be permitted by the applicable tax and pension legislation.

## **7. Investments**

The Trustee or its duly appointed agent shall endeavor to invest all cash and property in accordance with Investment Instructions within five business days, or a reasonable time after receipt of such cash and all relevant instructions. Property held in the Plan shall be invested and reinvested in such investment options, including Guaranteed Investment Certificates, or Short Term Certificates of Deposit, or Savings Accounts of the Trustee at the then current rate of interest paid by the Trustee for the ultimate purchase of a retirement income as defined in the Income Tax Act. Guaranteed Investment Certificates and Short Term Certificates of Deposit will be renewed automatically at maturity at the then current rate of interest. Guaranteed Investment Certificates will be automatically renewed for the original term, if no instructions are received from the Annuitant. No amount will be paid out of the Plan except as hereinafter expressly provided for.

## **8. Investments Instructions**

Investment instructions shall be in a form acceptable to the Trustee and manually signed by the Annuitant and witnessed by the Annuitant's Agent. The Trustee may accept and act upon any Investment Instructions, delivered to it in writing, by facsimile transmission or by any other form of electronic transmission used by the Trustee, which in good faith believes to be given by the Annuitant or by the Annuitant's Agent and shall not be required to verify the validity or appropriateness of the Investment Instructions. Except where an investment is issued by the Trustee or an affiliate of the Trustee, it is the responsibility of the Annuitant to direct the Trustee to acquire, dispose of or hold any investment made according to Investment Instructions and to determine and ensure that such investment is or remains a qualified investment for retirement savings plans and complies with the foreign property rules under the Applicable Tax Legislation. As Trustee, CTC is required under subsection 207.01(5) of the Tax Act to exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the RRSP holds a non-qualified investment.

## **9. Records and Statements**

The Trustee shall maintain appropriate records and shall send to the Annuitant a yearly statement showing the transactions and accumulated value of the Plan at the end of the preceding calendar year. Unless the Annuitant notifies the Trustee of any errors or objections within 30 days of the mailing of the statement, the Annuitant agrees to accept the accuracy and completeness of the statement.

## **10. Withdrawals**

Upon receipt of satisfactory written instructions, we will pay to you or your contributing spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act, paragraph 146(2)(c.1) in respect of over contributions. All withdrawals from your Plan are subject to tax in the year of withdrawal. Any withdrawals will have the appropriate income tax withheld and less appropriate fees. At the end of the fiscal year you have to declare all Plan withdrawals and pay any tax that you owe. In order to make payments to you we may have to withdraw, liquidate or sell all or part of one or more of your investments prior to their maturity date. We assume no liability for any losses that result.

## **11. Transfers**

Upon receipt of satisfactory written instructions, you may transfer all or part of the funds in your Plan, less appropriate fees, to another issuer or carrier of an RRSP, RRIF, FHSA or another permissible registered retirement investment vehicle that meets the requirements of the Applicable Tax Act, provided that the investments involved in the transfer have matured. CTC will transfer the funds within 30 days of your request.

## **12. Tax Receipts**

Each year, by March 31, the Trustee will provide you with all applicable tax reporting receipts required to be filed with you or your spouse's personal income tax return for the prior year or during the first 60 days of the current tax year.

### **13. Retirement Income at Maturity of the Plan**

Subject to paragraph 146(2)(b) of the Tax Act, the RRSP cannot provide for the payment of any benefit after maturity except:

- (i) Retirement income to the annuitant;
- (ii) Full or partial commutation of retirement income under the Plan to the annuitant; and
- (iii) Commutation of annuity that would be payable to someone other than the annuitant

At the date chosen by the Annuitant for the commencement of the payment of his or her retirement income, which date shall not be after the end of the year in which the Annuitant attains 71 years of age, the amounts held by the Trustee pursuant to the Plan shall be used, invested or otherwise applied, to provide for the payment of retirement income as defined in the Income Tax Act (Canada), paragraphs 146(2)(b) and 146(2)(b.4) provided that the Trustee has received written instructions from the Annuitant and all the necessary documentation required to provide written instructions, or any necessary documentation to the Trustee as provided herein at least 120 days prior to the end of the year in which the Annuitant attains 71 years of age with respect to the form of the retirement income to be provided, the amounts held by the Trustee pursuant to this Plan. If you do not provide the Trustee with satisfactory written instructions and completed appropriate documentation and forms by at least 120 days prior to the end of the year, you will be deemed to have instructed the Trustee to transfer the assets of your Plan on or before December 31 of that year to a RRIF.

a) where such amounts equal \$10,000 or more, shall be transferred to a RIF for which CTC shall act as Trustee in compliance with section 146.3 of the Income Tax Act (Canada) prior to the end of the year in which the Annuitant attains 71 years of age and the Annuitant hereby appoints the Trustee as its attorney in fact to execute all such documents and make all such elections as are necessary to establish and operate the said RIF; and

b) where such amounts are less than \$10,000 they shall be included in the taxable income of the Annuitant as of January 1 of the year in which the Annuitant attains 72 years of age, and such amounts shall, subject to any required withholding by the Trustee in respect of income taxes and other charges, be remitted to the Annuitant as soon as practicable following January 1 of such year.

The retirement income referred to herein may not be assigned in whole or in part. After maturity of the Plan, the retirement income payable to the annuitant, as such term is defined in the Income Tax Act (Canada) and any applicable provincial legislation, may be commuted in whole or in part. Further, any such retirement income must be commuted where it is payable on or after the death of the annuitant to a person other than his or her spouse. The retirement income referred to herein shall be paid 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 such commutation is partial, by way of equal annual or more frequent periodic payments thereafter. An annuity payable after the Annuitant's death shall not exceed the aggregate of the payments under the annuity in a year before the Annuitant's death.

### **14. Beneficiary Designation**

The Annuitant may designate one or more beneficiaries to receive the proceeds payable under this Plan in the event of his death prior to the maturity hereof. Upon receipt of satisfactory evidence of your death, the Trustee will make payment to the most recently designated beneficiary of which we have notice. Should your designated beneficiary be an individual other than your spouse, the Trustee will pay the proceeds of your Plan in a lump sum. Should the Annuitant fail to designate a beneficiary or if all designated beneficiaries predeceased the Annuitant, or your designation is not permitted by the province where you live, the proceeds of the Plan will be paid to the estate of the Annuitant in a lump sum. A beneficiary designation can only be changed or revoked by a written instrument in form acceptable to the Trustee which adequately identifies this Plan and has been signed by the Annuitant.

### **15. Death of the Annuitant**

In the event of the death of the Annuitant, upon satisfactory evidence of death, before the final payment hereunder is made, the Trustee shall realize the Plan, and subject to:

- (i) deduction of any fees payable to the Trustee in accordance with the terms hereof, any applicable taxes required to be withheld and any other necessary charges, and
- (ii) receipt by the Trustee of such release(s) or other documents as the Trustee or its legal counsel reasonably require, distribute the net proceeds of the Plan to the designated beneficiary, if any, or otherwise to the personal representatives of the Annuitant in a lump sum.

### **16. Fees**

The Trustee shall be entitled to charge and receive administrative fees for its services. Such fees shall be in the amount and payable at the time specified in the Trustee's fee schedule, as revised from time to time. The Trustee shall give at least 60 days prior written notice to the Annuitant of any changes in the amount of such fees. At the Trustee's discretion, administrative fees can be charged to the Plan, or directly to the Annuitant. Any costs and out-of-pocket expenses incurred by the Trustee in the administration of the Plan, including without limitation, bank charges for dishonored payments, security, mortgage, or guaranteed investment certificate transfer, and registration fees, brokerage fees, commissions, legal fees or other professional fees, postage, delivery charges, and any taxes required to be paid by the Plan under the Income Tax Act (Canada) except for taxes that are attributable to the issuer under the Income Tax Act and that can't be charged to the Plan or otherwise, shall be charged to the Plan. If there is insufficient cash in the Plan to cover such fees, the Trustee may realize in its sole discretion, without notice to the Annuitant, sufficient Plan assets for cash to provide for payment of all such fees and expenses, including taxes. Any such sale or redemption of Plan's assets shall be made at such prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such sale or redemption.

**17. Proof of Information**

You certify the accuracy of all of the information you have given us in your application including your, and if applicable, your spouse's birth date and social insurance number and you agree to give us any further proof that we deem required.

**18. Indemnification**

You, your spouse and your respective heirs and personal representatives shall indemnify the Trustee or its officers, and employees against all expense, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan. The Trustee is not responsible for any losses incurred by the Plan or for any reduction in the value of the Plan except if due to our own negligence, deliberate wrongdoing or lack of good faith.

**19. Resignation or Successor Trustee**

We may resign our duties as Trustee of the Plan by giving you 30 days written notice. If you do not appoint a successor trustee within 10 days of our written notice we may appoint a successor trustee for the Plan. We will provide the successor trustee with all the information necessary for the administration of your Plan.

**20. Amendments**

The Trustee may from time to time in its discretion amend this Declaration of Trust with, if required, the concurrence of the authorities administrating any Applicable Tax Legislation by giving 30 days of notice in writing to the Annuitant, provided that no such amendment shall have the effect of disqualifying the Plan as a Retirement Savings Plan within the meaning of Applicable Tax Legislation.

**21. Notice**

Any notice, statement or receipt given by the Trustee to the Annuitant shall be deemed to be sufficiently given if delivered personally, mailed, postage prepaid, or transmitted electronically to the Annuitant at the address, telephone number or electronic address set out in the application or at any subsequent address of which the Annuitant has given notice to the Trustee in writing; and shall be deemed to have been received by the Annuitant on the day it is delivered, or transmitted or if mailed, the third business day following the day of mailing. Any notice given to the Trustee shall be given by personal delivery or electronic transmission or by mail, postage prepaid, addressed to the Trustee as its head office and shall be deemed to have been given on the day that such notice is received.

**22. Binding Effect**

The provisions of this Declaration of Trust shall be binding upon the heirs, personal representatives and assigns of the Annuitant and upon the successors and assigns of the Trustee.

**23. Governing Law**

This Declaration of Trust shall be governed, construed, administered and enforced in accordance with the laws of Canada and the Province of Ontario.

**24. Locked-In RSP (LRSP) / Locked-In Registered Account (LIRA)**

If this is a LRSP or LIRA or other similar arrangement under federal or provincial pension legislation, the Applicant must sign an addendum, which contains terms as required by pension legislation. In the event of an inconsistency between the terms of the addendum and the terms of Declaration of Trust, the terms of the addendum will apply.

**Establishment of the Plan:**

Community Trust Company, a trust company incorporated under the laws of the Province of Ontario, having its head office in the City of Mississauga, in the Province of Ontario (hereinafter referred to as the 'Trustee'), hereby declares that it accepts the office of the Trustee for the applicant (hereinafter referred to as the 'Annuitant') named on the face hereof under the Community Trust Company Retirement Income Fund (hereinafter referred to as the 'Plan') and undertakes to administer the Plan for the Annuitant in accordance with the Income Tax Act (Canada). The ultimate responsibility for administering the Plan lies with the Carrier.

**1. Definition of Terms**

**"Annuitant"** – means the applicant ('annuitant' for the purposes of the Income Tax Act (Canada)) who has executed the Application.

**"Annuitant's Agent"** – means any person who is the duly appointed agent of the Annuitant with limited authority to act on behalf of the Annuitant in connection with investment instructions for the Plan and who is named in a written certificate of agent's authority, in form acceptable to the Trustee, signed by the Annuitant and delivered to the Trustee, which certificate shall include a specimen of the agent's signature and which the certificate has not been revoked by written notice of revocation delivered by the Annuitant to the Trustee.

**"Application"** – means the duly completed and signed application form that is attached to and forms part of this Declaration of Trust.

**"Applicable Tax Legislation"** – means the Income Tax Act (Canada) and any applicable provincial income tax legislation, as amended from time to time.

**"CTC"** – means Community Trust Company, the Trustee.

**"Declaration of Trust"** – means, collectively, the Application, these provisions and any additions and amendments made hereto in writing from time to time. In the event of any conflict, the following order of precedence shall apply: additions and amendments made in writing from time to time; Declaration of Trust; Application.

**"Designated Beneficiary"** – means any person designated as such by the Annuitant by any effective designation of beneficiary delivered with the Application or by any subsequent effective designation of beneficiary.

**"Distributions Received"** – means all dividends, interest and other distributions received by the Trustee in respect of the Investments.

**"First Home Savings Account" or "FHSA"** – means an arrangement that has been registered with the Minister of National Revenue and has not ceased to be a FHSA pursuant to subsection 146.6(16) of the Tax Act.

**"Fiscal Year"** – means the fiscal year of the Plan. It ends on December 31 each year and shall not exceed 12 months.

**"Fund"** – means the retirement income fund established pursuant to the Application and Declaration of Trust for and on behalf of the Annuitant.

**"Fund Assets"** – means the aggregate of uninvested money, investments, uninvested Distributions Received and all other property or assets held ['property held' for the purposes of the Income Tax Act (Canada)] at any time by the Trustee for the benefit of the Annuitant under the Plan.

**"Investments"** – means such security and other investment property from time to time received or acquired and held by the Trustee for the Plan.

**"Investment Instructions"** – means written instructions representing the acquisition, purchase, sale, redemption or other disposition of investments, in form acceptable to the Trustee, duly signed and delivered by the Annuitant, or the Annuitant's Agent to the Trustee.

**"LIF"** – means a life income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LIRA"** – means a locked-in retirement account that is registered as a RSP under the Tax Act and complies with applicable pension legislation.

**"LRIF"** – means a locked-in retirement income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LRSP"** – means a locked-in RRSP which contains provisions required under applicable pension legislation that restrict the holder's access to the funds because they originated from a registered pension Plan governed by the applicable pension legislation.

**"Minimum Amount"** – means the amount that is required to be paid out of the Plan to the Annuitant each year, as prescribed by Applicable Tax Legislation.

**"Plan"** – means the CTC RIF, LIF, LRIF or RLIF.

**"Retirement Income Payments"** – means the payments in the amounts and at the times determined in accordance with the provisions of section 9 of this Declaration of Trust.

**"RIF"** – means a retirement income fund as defined by the Tax Act.

**"RLIF"** – means a restricted life income fund that is registered under the Tax Act and complies with the applicable pension legislation.

**"RLSP"** – means a restricted locked-in savings plan that can only be established as a result of a transfer of funds from an RLIF

**"Registered Retirement Savings Plan (RRSP)" and "Registered Retirement Income Fund (RRIF)"** – means a retirement savings Plan (RSP) and a retirement income fund (RIF), respectively that have been registered under the Tax Act.

**"Spouse"** has the same meaning as it has in Applicable Tax Legislation and includes a common-law partner as defined in the Tax Act.

**"Tax Act"** – means the Income Tax Act (Canada), as amended from time to time.

**"Transferred Property"** – means any property caused by the Annuitant to be Transferred to the Trustee for the Plan in accordance with provisions of section 10 of this Declaration of Trust.

**"Trustee"** – means Community Trust Company at its head office in the Province of Ontario, in its capacity as trustee of the Plan, ['Carrier' for the purposes of the Income Tax Act (Canada)].

**"We", "Our" and "Us"** – means Community Trust Company (CTC).

**"Year"** – means a calendar year commencing: a) in the first year of the Plan not later than the date of acceptance of the Application by the Trustee and the date of first receipt of the Fund Assets by the Trustee, and b) in all subsequent years starting January 1 and ending December 31.

**"You" and "Your"** – means the customer (annuitant) named on the Application.



## **2. Registration**

The Trustee shall apply for registration of your Plan under Applicable Tax Legislation. CTC agrees to accept the position of Trustee of your Plan once we have received your completed application.

## **3. Purpose**

The purpose of the Plan is to provide you with a retirement income. The Plan shall be maintained by the Trustee for the sole purpose of investing funds contributed by the Annuitant with said funds to be invested as directed from time to time in any one of or combination of investment options.

## **4. Source of Funds**

All amounts transferred to your Plan must be in accordance with section 10 and come from another RRIF you, or your spouse, or a former spouse owns, or from a FHSA, or other sources that may be permitted from time to time by the Applicable Tax Legislation. All amounts transferred to your CTC LIF or LRIF must be locked in, meaning that your access to them is restricted by the applicable pension legislation and must comply with applicable tax legislation. Amounts transferred to your CTC LIF or LRIF must come from another LIF or LRIF you or your spouse, or a former spouse owns or any other source that may be permitted by the applicable tax and pension legislation.

## **5. Investments**

The Trustee or its duly appointed agent shall endeavor to invest all cash and property in accordance with Investment Instructions within five business days, or a reasonable time after receipt of such cash and relevant instructions. Property held in the Plan shall be invested and reinvested in such investment options, including Guaranteed Investment Certificates, or Short Term Certificates of Deposit, or Savings Accounts of the Trustee at the then current rate of interest paid by the Trustee for the ultimate purchase of a retirement income as defined in the Income Tax Act. Guaranteed Investment Certificates and Short Term Certificates of Deposit will be renewed automatically at maturity at the then current rate of interest. Guaranteed Investment Certificates will be automatically renewed for the original term, if no instructions are received from the Annuitant. No amount will be paid out of the Plan except as hereinafter expressly provided for.

## **6. Investments Instructions**

Investment Instructions shall be in a form acceptable to the Trustee and manually signed by the Annuitant and witnessed by the Annuitant's Agent. The Trustee may accept and act upon any Investment Instructions, delivered to it in writing, by facsimile transmission or by any other form of electronic transmission used by the Trustee, which it in good faith believes to be given by the Annuitant or by the Annuitant's Agent and shall not be required to verify the validity or appropriateness of Investment Instructions. Except where an investment is issued by the Trustee or an affiliate of the Trustee, it is the sole responsibility of the Annuitant to direct the Trustee to acquire, dispose of or hold any investment made according to Investment Instructions and to determine and ensure that such investment is or remains a qualified investment for retirement income funds and complies with the foreign property rules under the Applicable Tax Legislation. As Trustee, CTC is required under subsection 207.01(5) of the Tax Act to exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the RRIF holds a non-qualified investment.

## **7. Records and Statements**

The Trustee will maintain an account, with a fiscal year ending on December 31 in each year, in the name of the Annuitant in which will be recorded all transactions and accumulated value of the Plan at the end of the preceding calendar year. A statement shall be sent by the Trustee of such account to the Annuitant not less frequently than annually. The Trustee shall make all information returns with respect to the Plan and provide the Annuitant with the necessary tax receipts as required under Applicable Tax Legislation. Unless the Annuitant notifies the Trustee of any errors or objections within 30 days of the mailing of the statement, the Annuitant agrees to accept the accuracy and completeness of the statement.

## **8. Calculation of Minimum Amount**

In the first year of your Plan, the minimum amount to be paid is set at zero following which will be calculated in accordance with the provisions of the Tax Act. You may elect to base the Minimum Amount on your age or your spouse's age. This election is binding and cannot be changed, revoked or amended under any circumstances.

## **9. Making Payments**

(1) Subject to the terms hereof and Applicable Tax Legislation, the Plan shall be maintained by the Trustee only for the provision of payments to the Annuitant as follows:

- a) In each calendar year commencing not later than the first complete calendar year after the Plan is established, the Trustee shall make one or more payments, as directed by the Annuitant, the aggregate of which shall not be less than the Minimum Amount for such year, and shall not exceed the value of the Retirement Income Fund immediately before the time of such payment;
- b) Each year the Annuitant shall give the Trustee written instructions settling the amount and frequency of the Retirement Income payments to be made in the year. The Annuitant may change the amount and frequency, or request additional payments. If the Annuitant does not provide written instructions setting the Retirement Income payments to be made in a year, the Annuitant will be deemed to have set the greater of the Minimum Amount or the same amount as was paid in the preceding year. All payments must be included in and will be taxed as the Annuitant's income in the year of receipt. Income tax shall be withheld by the Trustee from such payments as required by Applicable Tax Legislation.
- c) Not later than December 31 of the year in which the last payment out of the fund is required to be made, a payment equal to the Trustee's valuation of the property, if any, held in the Plan at the time (less any Fees payable to the Trustee in accordance with the terms hereof and any applicable taxes, required to be withheld). The Trustee may transfer or assign all or part of any Fund Assets to make the required Retirement Income Payments. The Trustee may liquidate any Fund Assets as it, in its sole discretion, deems appropriate for the purpose of providing the required cash to make the required Retirement Income Payments. No payment from the Plan may be assigned by the Annuitant to any third party in whole or in part. In the event of any overpayment or failure to withhold taxes, the Trustee may withhold such amounts from future payments to the Annuitant until the Trustee has been reimbursed in full for such overpayment or tax liability.
- d) At the direction of the Annuitant, the Trustee shall transfer all or part of the Fund Assets other than the Minimum Amount required to be paid in the year of transfer in accordance with paragraph (e) and (e.1) of subsection 146.3(2) of the Income Tax (Canada). Any transfer made at the direction of the Annuitant of all or part of the Fund Assets to another Registered Retirement Income Fund of another carrier or to a registered retirement savings plan or a registered retirement income fund of a spouse or former spouse pursuant to a decree, order or judgement of a competent tribunal or a written separation agreement, in settlement of all rights arising out of their marriage or conjugal relationship, shall be deemed not to be a payment to the Annuitant out of or under a registered retirement income fund.

The Trustee may impose any other reasonable requirements and conditions in respect of the foregoing.

(2) The Trustee shall be discharged from all further duties and liabilities to the Annuitant (or to the Annuitant's legal representative after the death of the Annuitant) with respect to the property or value of the Plan or to the portion thereof transferred. Immediately following:

- (a) the making of the final payments of the net assets, or
- (b) the transfer of the proceeds of the Plan to another carrier, or
- (c) the transfer to the Annuitant's spouse or former spouse pursuant to a decree, order or judgement of a competent tribunal, or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's spouse or former spouse.



## **10. Transfer of Property to/from Plan**

(1) Fund Assets shall be held in the custody of the Trustee, or of any authorized agent of the Trustee appointed

(2) The Trustee shall accept only transfers of property from sources permitted by Applicable Tax Legislation into the Plan from:

- a) a RRSP under which the Annuitant is the annuitant;
- b) another RRIF under which the Annuitant is the annuitant;
- c) a FHSA under which the Annuitant is the holder, in accordance with subsection 146.6(7) of the Act;
- d) the Annuitant to the extent only that the amount was an amount described in subparagraph 60(1)(v) of the Income Tax Act (Canada) or any amended or substituted provision thereof;
- e) a RRIF or RRSP of the Annuitant's spouse or former spouse pursuant to a decree order or judgement of a competent tribunal or a written separation agreement relating to a division of property between the Annuitant and the Annuitant's spouse or former spouse in settlement of rights arising out of their marriage or their conjugal relationship, or after the breakdown of their marriage or other relationship;
- f) a registered pension plan of which the Annuitant is a member or of which the Annuitant's spouse or former spouse is a member, on the death such spouse or former spouse or on a marriage breakdown, as permitted by Applicable Tax Legislation; or
- g) other sources as may be permitted by Applicable Tax Legislation as may be applicable from time to time.

Property that is eligible to be transferred shall be transferred directly to the Trustee or its duly appointed agent in a form acceptable to the Trustee, in its absolute discretion, and in accordance with the Annuitant's written instructions. Securities or other property, other than cash, will be accepted by the Trustee for transfer if such securities or other property are accompanied by appropriately executed transfer documentation when they are delivered to the Trustee.

(3) It is the sole responsibility of the Annuitant to determine and ensure that all Transferred Property is property that meets the requirements of paragraph 146.3(2)

(f) of the Income Tax Act (Canada) and/or any Applicable Tax Legislation, in effect from time to time. Upon request by the Trustee, the Annuitant will provide the Trustee with documentation in a form satisfactory to the Trustee to establish that the property meets the said requirements. Upon receipt of satisfactory written instructions, you may transfer all or part of the funds in your Plan, less appropriate fees and any amount that the Trustee is required by the Tax Act to retain to ensure the payment of the Minimum Amount is made, to another issuer or carrier of an RRSP or RRIF or another permissible registered retirement investment vehicle that meets the requirements of the applicable Tax Act, provided that the investments involved in the transfer have matured. CTC will transfer the funds within 30 days of your request.

## **11. Beneficiary Designation**

Subject to Applicable Tax Legislation,

(1) the Annuitant (but not a successor annuitant) may designate his or her spouse as a successor Annuitant to receive the payments payable hereunder, after the death of the Annuitant, and/or

(2) the Annuitant (or successor annuitant) may designate one or more beneficiaries to receive the Plan after the death of the Annuitant and the death of the successor annuitant, if any.

Either of the above designations may be made, changed or revoked by an instrument in writing, in a form acceptable to the Trustee, executed prior to the death of the Annuitant and delivered to the Trustee.

## **12. Death of the Annuitant**

In the event of the death of the Annuitant, before the final payment hereunder is made, upon satisfactory evidence of death, the Trustee shall:

(1) if the Annuitant's spouse has been duly designated as successor annuitant, continue making the payments payable pursuant to Section 11 to the Annuitant's spouse, or otherwise

(2) realize the Fund, and, subject to

(i) deduction of any fees payable to the Trustee in accordance with the terms hereof, any applicable taxes required to be withheld and any other necessary charges, and

(ii) receipt by the Trustee of such release(s) or other documents as the Trustee or its legal counsel reasonably require, distribute the net proceeds of the Plan to the designated beneficiary, if any, or otherwise to the personal representatives of the Annuitant in a lump sum.

## **13. Fees**

The Trustee shall be entitled to charge and receive administrative fees for its services. Such fees shall be in the amount and payable at the time specified in the Trustee's fee schedule, as revised from time to time. The Trustee shall give at least 60 days prior written notice to the Annuitant of any changes in the amount of such fees. At the Trustee's discretion, administrative fees can be charged to the Plan, or directly to the Annuitant. Any costs and out-of-pocket expenses incurred by the Trustee in the administration of the Fund, including without limitation, bank charges for dishonored payments, security, mortgage, or guaranteed investment certificate transfer, and registration fees, brokerage fees, commissions, legal fees or other professional fees, postage, delivery charges, and any taxes required to be paid by the Plan under the Income Tax Act (Canada) except for taxes that are attributable to the carrier under the Income Tax Act and that can't be charged to the Plan or otherwise, shall be charged to the Plan. If there is insufficient cash in the Plan to cover such fees, the Trustee may realize in its sole discretion, without notice to the Annuitant, sufficient Fund Assets for cash to provide for payment of all such fees and expenses, including taxes. Any such sale or redemption of Fund Assets shall be made at such prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such sale or redemption.

#### **14. Powers of Trustee**

In addition to any powers to which trustees may be entitled by law or which are granted herein, the Trustee shall act as if it were the owner of the Fund Assets and be entitled to exercise any and all rights, powers and privileges that may be exercised by an owner thereof. Without limitation, the Trustee may hold any investment in its own name, in the name of the nominee, in such other names as may be determined by the Trustee, and may generally exercise the power of an owner in respect to all investment held in connection to the Fund, including voting or giving proxies to the vote in respect thereof and pay any assessments, taxes or charges in connection therewith or the income or gains derived therefrom.

The Trustee may employ or engage and pay for the services and expenses of, and rely and act on information or advice received from brokers, lawyers, accountants and other professional advisors. To the extent that such services are for the benefit of the Annuitant or the Fund, the Trustee, shall be entitled to reimbursement of the reasonable cost of such services.

In the event any claim or demand is made by any person, or by any federal or provincial authority, for delivery of or payment from the Fund Assets, the Annuitant shall be notified by the Trustee of such claim or demand. If the Annuitant does not provide written notice to the Trustee instructing the Trustee to make delivery or payment in accordance with such claim or demand, the Trustee shall engage in legal counsel to provide opinion as to whether such delivery or payment is required by law, and in doing so shall be deemed to be acting for the sole benefit of the Annuitant or the Fund, even if the counsel's opinion shall be contrary to the Annuitant's requirements of instructions. If any fees shall be incurred or charged for the performance of such services, such fees or expenses shall be reimbursed by the Annuitant directly or by the Fund.

The Trustee may appoint one or more agents to perform any of the Trustee's obligations. The fees of any such Agent for the performance of services delegated to it shall be borne by the Fund, including any out-of-pocket disbursements.

The Trustee may, in its sole discretion, retain all or part of the Fund Assets in its own safekeeping or may deposit all or part of the Fund Assets with any depository for securities or other institution authorized to act as a custodian of securities, provided that such depository or institution has no right of off-set in respect to the Fund Investments for any debt or obligation owing to such depository or institution. The Trustee will cause all investments to be recorded by appropriate registrations or notations in it or its agent's records or registers. All Fund investments will be held separate and distinct from the Trustee's own assets.

#### **15. Proof of Information**

The Annuitant certifies that the date of birth and the Social Insurance Number of the Annuitant and the Annuitant's spouse and other information stated on the face hereof are accurate and correct, and undertakes to provide any further information as may be required by the Trustee.

#### **16. Indemnification**

The Trustee and its directors, officers, employees, nominees, and agents shall at all times be indemnified and saved harmless by the Annuitant, the Successor Annuitant, the Designated Beneficiary and the Annuitant's personal representatives from and against all expenses, liabilities, claims, taxes, assessments, and demands arising out of the acquisition, disposition, retention or the investments of any Fund Assets, in accordance with the terms of this Declaration of Trust, including but not limited to:

- (1) any tax liability or penalty imposed by Applicable Tax Legislation or any other loss, costs or expenses arising out of the acquisition, deposition or retention of any non-qualified investments or foreign investments or any excess contribution of the Plan, or
- (2) any other loss of any nature whatsoever to the Plan arising out of the acquisition, disposition, retention of investment of any Fund Assets.

#### **17. Resignation or Successor Trustee**

We may resign our duties as Trustee of the Plan by giving you 30 days written notice. If you do not appoint a successor trustee within 10 days of our written notice we may appoint a successor trustee for the Plan. We will provide the successor trustee with all the information necessary for the administration of your Plan.

#### **18. Amendments**

The Trustee may from time to time in its discretion amend this Declaration of Trust with, if required, the concurrence of the authorities administering any Applicable Tax Legislation by giving 30 days of notice in writing to the Annuitant, provided that no such amendment shall have the effect of disqualifying the Plan as a Retirement Income Fund within the meaning of Applicable Tax Legislation.

#### **19. Notice**

Any notice, statement or receipt given by the Trustee to the Annuitant shall be deemed to be sufficiently given if delivered personally, mailed, postage prepaid, or transmitted electronically to the Annuitant at the address, telephone number or email address set out in the application or at any subsequent address of which the Annuitant has given notice to the Trustee in writing; and shall be deemed to have been received by the Annuitant on the day it is delivered, or transmitted or if mailed, the third business day following the day of mailing. Any notice given to the Trustee shall be given by personal delivery or electronic transmission or by mail, postage prepaid, addressed to the Trustee at its head office and shall be deemed to have been given on the day that such notice is received.

#### **20. Binding Effect**

The provisions of this Declaration of Trust shall be binding upon the heirs, personal representatives and assigns of the Annuitant and upon the successors and assigns of the Trustee.

#### **21. Governing Law**

This Declaration of Trust shall be governed, construed, administered and enforced in accordance with the laws of Canada and the Province of Ontario.

#### **22. Locked-In RRIF/Life Income Fund**

If this is a "locked-in fund", "life income fund" or other similar arrangement under federal or provincial pension legislation, the Applicant must sign an addendum, which contains terms as required by pension legislation. In the event of an inconsistency between the terms of the addendum and the terms of Declaration of Trust, the terms of the addendum will apply.